City of Lubbock, Texas
Regular City Council Meeting
December 12, 2023

Tray Payne, Mayor
Shelia Patterson Harris, Mayor Pro Tem, District 2
Christy Martinez-Garcia, Councilwoman, District 1
Mark W. McBrayer, Councilman, District 3
Steve Massengale, Councilman, District 4
Dr. Jennifer Wilson, Councilwoman, District 5
Latrelle Joy, Councilwoman, District 6

W. Jarrett Atkinson, City Manager
Chad Weaver, 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.

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

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

1:00 p.m - City Council convenes in City Council Chambers and immediately recesses into Executive Session.

1. **Executive Session**

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

1. 1. 1. Albert Rodriguez v. City of Lubbock

1. 1. 2. Asset Swap with Southwestern Public Service Company

1. 1. 3. Loop 88 Land Acquisition

1. 1. 4. Texas Parks and Wildlife Department - Park Land Dedication

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. Asset Swap with Southwestern Public Service Company

1. 2. 2. Loop 88 Land Acquisition

1. 2. 3. Texas Parks and Wildlife Department - Park Land Dedication

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

1. 3. 1. City Attorney

1. 4. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Permit & License Appeal Board, Urban Design & Historic Preservation Commission, Urban Renewal/Neighborhood Redevelopment Commission, and the Zoning Board of Adjustment.

Adjourn from Executive Session

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

2. **Ceremonial Items**

2. 1. Invocation

2. 2. Pledges of Allegiance

Call to Order

3. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on December 12, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

4. **Minutes**

4. 1. October 17, 2023 Special City Council Meeting - Electric Utility Board
November 14, 2023 Regular City Council Meeting

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

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 4, amending the FY 2023-24 Budget for municipal purposes respecting the North Overton TIF Operating and Capital Projects Fund; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 5, amending the FY 2023-24 Budget for municipal purposes respecting the Traffic CIP Fund; providing for filing; and providing for a savings clause.

5. 3. **Resolution - Risk Management:** Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims, in a pre-litigation claim involving a motor vehicle accident between the City of Lubbock and Albert Rodriguez.

5. 4. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to City Church Lubbock, Inc., located at 1313 13th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 5. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to City Church Lubbock, Inc., located at 1313 13th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 6. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Children's Advocacy Center of Lubbock, located at 720 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 7. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Tru Dean Realty, LLC, located at 611 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 8. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Tru Dean Realty, LLC, located at 611 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 9. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to the Charles Adams Studio Project (CASP), located at 602 Avenue J, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 10. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to the Charles Adams Studio Project (CASP), located at 602 Avenue J, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 11. **Resolution - Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Progam (Facade) expenditure of Market Lubbock, Inc., to be provided to Tropical Icy, located at 1701 East Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 12. **Resolution - Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to PKJ, LLC, located at 3416 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 13. **Resolution - Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to PKJ, LLC, located at 3416 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 14. **Resolution - Business Development:** Consider a resolution approving the method of assessment classification for the Cypress Ranch Public Improvement District (PID), and calling for a Public Hearing on January 9, 2024.

5. 15. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2023-O0146, abandoning and closing portions of a water line and two sewer line easements located in Section 29, Block AK to the City of Lubbock, Lubbock County, Texas, located at the southwest corner of 66th Street and Iola Avenue.

5. 16. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2023-O0147, abandoning and closing portions of an access and drainage easement located in Section 22, Block E-2, Lubbock County, Texas, located south of 126th Street, east of Quaker Avenue.

5. 17. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License Agreement, by and between the City of Lubbock and Tropicale Foods, LLC., at the intersection of Locust Avenue and East 33rd Street.

5. 18. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement, Contract 17752, with Parkhill, Inc., for providing Design Phase Services for the The Southeast Water Reclamation Plant - Plant 4 Primary Clarifiers Rehabilitation Project.

5. 19. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 17484, for design professional services for the Canyon Lake 6 Dredging Project.

5. 20. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Contract 17762, with Hugo Reed and Associates, for design and bid phase professional services for the Southwest Lubbock Sanitary Sewer Expansion.

5. 21. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 17690 with Deerwood Construction, Inc., for Sewer Ahead of Paving on Kline Avenue.

5. 22. **Resolution - Public Works Solid Waste:** Consider a resolution authorizing the Mayor to execute Contract 17774, with Parkhill, for final permit, design, bidding, and construction administration for the City of Lubbock Solid Waste Transfer Station.

5. 23. **Resolution - Public Works Solid Waste:** Consider a resolution authorizing the Mayor to execute Contract 17744, with Rubicon Global, LLC, for master software services to implement smart trash collection operations.

5. 24. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Contract 15789, with Lee Lewis Construction, Inc., for services related to the construction of the Police Headquarters facility.

5. 25. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 27123701, with Gillig, to purchase twelve, 40-foot hybrid-electric buses and three, 35-foot trolley hybrid-electric buses for Citibus.

5. 26. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 27123702, with Creative Bus Sales, Inc., to purchase six ARBOC Spirit of Mobility paratransit vans.

5. 27. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Purchase Order 10026982, Purchase Order 10026983, and Purchase Order 10027001, and related documents, with CXT Inc., to manufacture, transport, deliver, and install concrete restroom buildings at Clapp Park, Maxey Park and Rodgers Park.

5. 28. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Contract 17643, with Heart and Soul Cuisine, for weekly meal services to senior citizens at adult activity centers.

5. 29. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001806, with Granicus, for the renewal of GovQA software used by the public to submit Open Records Requests to the City.

5. 30. **Resolutions - Fleet Services:** Consider two resolutions authorizing the Mayor to execute Contract 17733, with Big Rakk Industries, L.L.C., and Contract 17664 with South Plains Implement, Ltd., for the maintenance and repair of the City's farm implement and construction equipment.

5. 31. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31078201, with FSX Equipment, Inc., for the purchase of a Complete Diesel Particulate Filter Cleaning System for Fleet Services.

5. 32. **Resolution - Police:** Consider a resolution authorizing the Chief of Police for the City of Lubbock Police Department, to execute a Memorandum of Understanding, and related documents, by and on behalf of the City of Lubbock Police Department, with the Federal Bureau of Investigation Child Exploitation Task Force (CETF),

5. 33. **Resolution - Lubbock Power & Light:** Consider a resolution approving an Agreement for Sale and Purchase of Utility Assets by and between Southwestern Public Service Company (SPSC) and Lubbock Power & Light (LP&L) involving the sale to and purchase by each party of certain utility system assets, including real property and easements, that the selling party no longer requires, and the purchasing party requires or will utilize, all related to the transition of LP&L from the Southwest Power Pool into ERCOT. Included in the sale by LP&L is the Doud Substation and site, a 0.383 acre tract of land at 4201Frankford Avenue, Lubbock, Texas

5. 34. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute American Rescue Plan Act (ARPA) Agreement No. 17749, by and between the City of Lubbock, and South Plains College, for technical training grants.

5. 35. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute American Rescue Plan Act (ARPA) Agreement No. 17750, by and between the City of Lubbock and Lubbock Independent Electrical Contractors, for technical training grants.

5. 36. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2023-O0148, for Zone Case 1840-B, a request of Matsui Chan Cafes, LLC for Dockside Threading, Inc., for a zone change from Local Retail District (C-2) to General Retail District (C-3), at 8004 Indiana, Suite A-10, located north of 82nd Street, and west of Indiana Avenue, Melonie Park South Addition, Tract S.

5. 37. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2023-O0149, for Zone Case 3491, a request of SD Collaborative for Zephyr Tree Farms, Inc., for a zone change from Transition District (T) to Commercial District (C-4), generally located south of Marsha Sharp Freeway and west of Norwich Avenue, on 2.0 acres of unplatted land out of Block AK, Section 35.

5. 38. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2023-O00150, for Zone Case 2011-J, a request of Hugo Reed & Associates, Inc. for Wilkerson Investment Co., for a zone change from Light Manufacturing District (M-1) to High-Density Apartment District (A-2), generally located east of Justice Avenue and south of 43rd Street, on 4.6 acres of unplatted land out of Block AK, Section 37.

6. **Regular Agenda**

6. 1. **Resolution - Lubbock Power & Light:** Consider a resolution determining that Condition 16 in the Customer Choice Resolution adopted by the Electric Utility Board on February 22, 2022, related to all the conditions of that resolution have been met, and establish a certain date for customer choice and retail competition to begin.

AI# 12123
Regular City Council Meeting
12/12/2023:

1. 4.

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 Permit & License Appeal Board, Urban Design & Historic Preservation Commission, Urban Renewal/Neighborhood Redevelopment Commission, and the Zoning Board of Adjustment.

Item Summary

Fiscal Impact

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 12122
Regular City Council Meeting **4. 1.**
12/12/2023:

Information

Agenda Item

October 17, 2023 Special City Council Meeting - Electric Utility Board
November 14, 2023 Regular City Council Meeting

Item Summary

October 17, 2023 Special City Council Meeting - Electric Utility Board
November 14, 2023 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

10.17.2023 S EUB
11.14.2023

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
October 17, 2023
11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 17th of October, 2023, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:01 A.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; City Attorney Chad Weaver

Absent: Mayor Tray Payne; Council Member Steve Massengale

Note: The Electric Utility Board addressed agenda items in the following order:
- *Public Comment 1.1; and Executive Session.*
- *No quorum, of City Council, was present for all other items.*

1. PUBLIC COMMENT

1. 1. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting, prior to the beginning of the meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

No one appeared to speak.

2. EXECUTIVE SESSION

This meeting was called into a closed session at 11:02 a.m. under the provisions of Section 551, Texas Government Code. City Council lost quorum during Executive Session and adjourned at 12:34 p.m.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:

2. 1. 1. Generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.

2. 1. 1. 1. Discuss and deliberate issues regarding generation unit operating characteristics and outage scheduling.

2. 1. 2. Bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies.

2. 1. 2. 1. Discuss and deliberate issues regarding bidding and pricing for purchased power, generation, and fuel, and Electric Reliability Council of Texas prices and related services and strategies.

2. 1. 3. Effective fuel and purchased power agreements and fuel transportation arrangements and contracts.

2. 1. 3. 1. Discuss and deliberate purchased power agreements and fuel matters.

2. 1. 4. Risk management information, contracts, and strategies, including fuel hedging and storage.

2. 1. 4. 1. Discuss and deliberate risk management strategies.

2. 1. 5. Plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider).

2. 1. 5. 1. Discuss and deliberate plans, studies, proposals, and analysis for system improvements, additions, or sales.

2. 1. 6. Customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

2. 1. 6. 1. Discuss and deliberate customer billing options and related market matters.

2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the City Council and the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:

2. 2. 1. Legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda.

2. 2. 2. Legal advice and counsel regarding matters identified in Section 2.1-2.1.6.1 of this agenda.

2. 2. 3. Legal advice and counsel regarding purchased power agreements.

2. 2. 4. Legal advice and counsel regarding contemplated litigation matters.

2. 2. 5. Legal advice and counsel regarding confidential matters pertaining to integration into retail market competition.

2. 2. 6. Legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards.

2. 2. 7. Southwestern Public Service Company Revisions to Partial Requirements Agreement to Reflect Settlement Agreement with Lubbock Power & Light, Docket No. ER23-1144-000, proceeding before the Federal Energy Regulatory Commission ("FERC").

2. 2. 8. Claims related to property damage occurring on or about September 17, 2021, and October 19, 2021, and business interruption beginning on or about September 17, 2021.

2. 2. 9. Claims related to alleged property damage on or about February 13-19, 2021.

2. 2. 10. Application of the City of Lubbock, acting by and through Lubbock Power & Light (LP&L) to Change Rates for Wholesale Transmission Service, proceeding before the Public Utility Commission of Texas, PUC Docket No. 54657.

2. 2. 11. *City of Lubbock, Texas v. Elk City Wind II, LLC*, Cause No. CIV-23-232-G, proceeding in the United States District Court for the Western District of Oklahoma.

2. 3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment, employment, evaluation, and duties of a public officer or employee (Director of Electric Utilities/Chief Administrative Officer, and General Counsel).

2. 4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment and/or reappointment of a public officer or employee (Electric Utility Board).

11:30 a.m. – Approximately - *Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at* ***11:30 a.m.*** *However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.*

3. REGULAR SESSION

3. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting on September 19, 2023 and Special Electric Utility Board Meeting on October 3, 2023.

***This item was deleted.**

3. 2. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, customer concerns and complaints, billing system, forms, and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage and restoration efforts, grid matters, Electric Reliability Council of Texas ("ERCOT") matters and committee participation, staffing levels, personnel, regulatory matters, including proceedings regarding the pro forma tariff, training, cybersecurity, mutual aid agreement, and operational performance metrics.

***This item was deleted.**

3. 3. Presentation and discussion of financial and capital statements, budget, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and historical debt matters, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.

***This item was deleted.**

3. 4. The Board will consider a resolution regarding the process which will be followed for assigning customers to the entities previously selected to serve as Provider of Last Resort (POLR) in LP&L's certificated area upon LP&L's entry into retail competition.

***This item was deleted.**

3. 5. The Board will consider a resolution regarding the process to which will be followed for assigning customers to the entities previously selected to serve as Default Retail Electric Providers (DREP) in LP&L's certificated area upon LP&L's entry into retail competition.

***This item was deleted.**

3. 6. The Board will consider a resolution determining that condition (7) in the Customer Choice Resolution adopted by the Electric Utility Board on February 15, 2022, relating to the sufficiency of the number of retail electric providers, including a sufficient number of independent, unaffiliated retail electric providers within the ERCOT market, has been satisfied, such that competitive customer choice can be adequately provided to customers within LP&L's certificated service area.

***This item was deleted.**

3. 7. The Board will consider a resolution recommending to the City Council of the City of Lubbock, one (1) appointment and/or reappointment, as applicable, to the Electric Utility Board in accordance with Section 2.03.415(e) of the Code of Ordinances of the City of Lubbock.

***This item was deleted.**

3. 8. The Board will consider a resolution approving the hiring of a candidate to serve as General Counsel for LP&L.

***This item was deleted.**

4. CONSENT AGENDA

4. 1. The Board will consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to retroactively ratify and to execute that certain First Amendment to Professional Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Aeparmia Engineering, PLLC, integrating previously inadvertently excluded exhibits. This Agreement is in regard to consulting services related to project management, cost tracking, procurement assistance, landowner relations, easement support services, communications and coordination with other utilities, Consultant oversight, and construction management services. This amendment does not increase the amended not to exceed amount of $3,000,000, for a term of 3 years.

***This item was deleted.**

4. 2. The Board will consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to execute the Service and Equipment Agreement ("Agreement") pricing quote dated August 23, 2023, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Doble Engineering Company, confirming acceptance of pricing for 2023-2026 for diagnostic testing equipment, operating software and related engineering support services provided under a Master Services Agreement ("MSA") dated November 19, 2021. The Agreement increases the Not to Exceed price for the MSA from $159,503.30 to $335,704 to provide funding for existing equipment, software and services plus two new Power System Simulators, for the period from October 24, 2023 through October 23, 2026.

***This item was deleted.**

4. 3. The Board will consider a resolution authorizing the LP&L Chief Administrative Officer, or his designee, to execute that certain amendment to a Service Agreement with Tesla, Inc. to provide energy, demand, and weather forecast services related to the LP&L system load requirements. Subscription costs are $1,956 per month and the not to exceed amount increases by $50,000, from $100,000 to $150,000.

***This item was deleted.**

12:34 P.M. CITY COUNCIL ADJOURNED

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

The October 17, 2023 Special City Council Meeting minutes were approved by the City Council on the 12th day of December, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

***This item was discussed, by the Board, without a quorum of Council Members present.**

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
November 14, 2023
9:00 A. M.

The City Council of the City of Lubbock, Texas met in regular session on the 14th of November, 2023, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 9:00 a.m.

9:00 A.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Tray Payne, Mayor; Shelia Patterson Harris, Mayor Pro Tem; Latrelle Joy, Council Member; Christy Martinez-Garcia, Council Member; Steve Massengale, Council Member; Mark W. McBrayer, Council Member; Dr. Jennifer Wilson, Council Member; W. Jarrett Atkinson, City Manager; Courtney Paz, City Secretary; Chad Weaver, City Attorney

Note: City Council addressed agenda items in the following order:
- *1; Executive Session; 3; 4.1-4.2; Citizen Comments 5; 6.1; and 7.1-7.20.*
- *Item No. 3 failed.*

1. Conduct a public hearing in accordance with Article IV, Section 1 of the City of Lubbock Charter regarding creating “Freedom Act Lubbock” including measures to reduce enforcement of low-level marijuana offenses.

Mayor Tray Payne read into the record the following statement: "The Lubbock City Charter requires that a public hearing be held on any ordinance that is presented to the City Council by the initiative process. Item 1 is the public hearing to receive public comment on the possible adoption of the ordinance that would decriminalize possession of low levels of marijuana, which is Item 3 on today's agenda".

Mayor Payne opened the public hearing at 9:01 a.m.

Anne Keel, with Lubbock Compact; Christopher Parson; Paul Bullock; Joshua Shankles, board member and managing director of Lubbock Compact; Adam Hernandez, communications chair of Lubbock Compact; Nick Harpster, Ian Timmons; and Sarah Stennett appeared before City Council to speak in favor.

Don Enger; and Teresa Clark appeared before City Council to speak in opposition.

Mayor Payne closed the public hearing at 9:48 a.m.

Following the public hearing, the City Council recesses into Executive Session.

2. Executive Session

The meeting recessed at 9:48 a.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 10:41 a.m., and the meeting was called to order at 10:56 a.m.

2. 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.

2. 1. 1. Discuss legal issues in regard to Item 3.

3. Ordinance 1st Reading - City Secretary: Consider an ordinance within the City of Lubbock, creating "Freedom Act Lubbock" including measures to reduce enforcement of low-level marijuana offenses.

This item failed.

Motion by Mayor Pro Tem Shelia Patterson Harris, seconded by Council Member Latrelle Joy, to call the question.

Vote: 3 - 4 Failed

NAY: Mayor Tray Payne
Council Member Christy Martinez-Garcia
Council Member Steve Massengale
Council Member Mark W. McBrayer

Motion by Council Member Latrelle Joy, seconded by Council Member Steve Massengale, to approve this item.

Vote: 0 - 7 Failed

NAY: Mayor Tray Payne
Mayor Pro Tem Shelia Patterson Harris
Council Member Latrelle Joy
Council Member Christy Martinez-Garcia
Council Member Steve Massengale
Council Member Mark W. McBrayer
Council Member Dr. Jennifer Wilson

4. Ceremonial Items

4. 1. Invocation

Reverend Rachel Petty, St. Christopher's Episcopal Church, led the invocation.

4. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Shelia Patterson Harris.

Call to Order

The meeting was called to order at 10:56 a.m.

5. 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 9:00 a.m. on November 14, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

No one appeared to speak.

6. Minutes

6. 1. September 27, 2023 Special City Council Meeting - Lubbock Economic Development Alliance
October 24, 2023 Regular City Council Meeting

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve the September 27, 2023 Special City Council Meeting - Lubbock Economic Development Alliance minutes and the October 24, 2023 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Latrelle Joy, seconded by Council Member Christy Martinez-Garcia, to approve items 7.1-7.20.

Vote: 7 - 0 Motion carried

7. 1. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2023-O0139, Amendment 3, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the National Association of County and City Health Officials; providing for filing; and providing for a savings clause.

7. 2. **Resolution - Business Development:** Resolution No. 2023-R0553 authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Wienerschnitzel, located at 4401 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

7. 3. **Resolution - Business Development:** Resolution No. 2023-R0554 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mixed Nutz Leasing, LLC, located at 1941 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

7. 4. **Resolution - Business Development:** Resolution No. 2023-R0555 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Mixed Nutz Leasing, LLC, located at 1941 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

7. 5. **Resolution - Business Development:** Resolution No. 2023-R0556 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Nicolett Restaurant, LLC, located at 511 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

7. 6. **Resolution - Business Development:** Resolution No. 2023-R0557 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to 611 Broad, LLC, located at 611 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

7. 7. **Resolution - Business Development:** Resolution No. 2023-R0558 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to 611 Broad, LLC, located at 611 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

7. 8. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2023-O0140 abandoning and closing portions of alley right-of-way located in Section 15, Block A, Lubbock County, Texas, in the rear of Lots 1 and 2, on the west side of I-27, and south of North Loop 289.

7. 9. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2023-O0144 abandoning and closing portions of easements and right-of-way located in Tract A-1, Harmon Tank Addition to the City of Lubbock, Lubbock County, Texas, located south of 10th Street, between Spruce Avenue and Ute Avenue.

7. 10. **Resolution - Right-of-Way:** Resolution No. 2023-R0559 authorizing the Mayor to execute a Street Use License Agreement, by and between the City of Lubbock and the City of Wolfforth, for a water line in the Alcove Avenue Right-of-Way near 90th Street.

7. 11. **Resolution - Water Utilities:** Resolution No. 2023-R0560 ratifying the action of the City Manager in executing the Fifth Amendment to the Raw Water Lease between the City of Lubbock and the Lake Alan Henry Water District.

7. 12. **Ordinance 1st Reading - Traffic Operations:** Ordinance No. 2023-O0145, amending Section 20.05.102 of the City of Lubbock Code of Ordinances, with regard to the establishment of speed limits.

Jarrett Atkinson, city manager; and John Turpin, assistant director of public works, gave comments and answered questions from City Council.

7. 13. **Resolution - Facilities Management:** Resolution No. 2023-R0561 authorizing the Mayor to execute Amendment No. 1 to Contract 15789, with Lee Lewis Construction, Inc., for services related to the construction of the Police Headquarters facility.

7. 14. **Resolution - Public Health Services:** Resolution No. 2023-R0562 authorizing the Mayor to execute Amendment No. 4 to the Department of State Health Services Contract No. HHS001120300005, and all related documents, under the STD/HIV-DIS Prevention Services Grant Program, by and between the City of Lubbock, and the State of Texas Department of State Health Services.

7. 15. **Resolution - Aviation:** Resolution No. 2023-R0563 authorizing the Mayor to execute Contract 17612, with Diamond Vogul, Inc., for the runway and taxiway marking paint at Lubbock Preston Smith International Airport.

7. 16. **Resolution - Aviation:** Resolution No. 2023-R0564 authorizing the Mayor to execute Amendment No. 4 to Contract 15038, with Webber, LLC, to extend the contract term and rental rate for the Land Lease Agreement at Lubbock Preston Smith International Airport.

7. 17. **Resolution - Aviation:** Resolution No. 2023-R0565 authorizing the Mayor to execute a Lease Agreement with the United States of America, for the relocation of the Customs and Border Protection facility on the west side of Lubbock Preston Smith International Airport.

7. 18. **Resolution - Police:** Resolution No. 2023-R0566 authorizing the Mayor to execute Contract 17415, with Axon Enterprise, Inc., to provide new and continually upgraded law enforcement tools, equipment, and technology for the Police Department.

7. 19. **Resolution - Lubbock Fire Rescue:** Resolution No. 2023-R0567 ratifying the actions of the Fire Rescue Deputy Chief, in executing Purchase Order 10026891, with D & H United Fueling Solutions, Inc., for the replacement of fuel lines at Fire Station 11-Aircraft Rescue and Fire Fighting Training facility.

7. 20. **Ordinance 2nd Reading - Lubbock Power & Light:** Ordinance No. 2023-O0143, amending Ordinance Article 2.03, Division 12 of the City of Lubbock Code of Ordinances, with regard to Amending the Membership and Qualifications of the Electric Utility Board Members; Amending the Qualifications of the Director of Electric Utilities; Amending the Disbursement of Electric Utility Funds from the General Reserve; Amending the Method of Amending Article

2.03, Division 12; Providing for a Penalty; Providing a Savings Clause; and Providing for Publication.

11:06 A.M. CITY COUNCIL ADJOURNED

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

The November 14, 2023 Regular City Council Meeting minutes were approved by the City Council on the 12th day of December, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 12130
Regular City Council Meeting 5. 1.
12/12/2023:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 4, amending the FY 2023-24 Budget for municipal purposes respecting the North Overton TIF Operating and Capital Projects Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Capital Improvement Project 92254, North Overton Public Improvement, and appropriate funding in the amount of $750,000, from $4,897,351 to $5,647,366.
II. Amend the transfer to Capital Improvements Project in North Overton TIF by increasing $750,000 from 1,750,000 to 2,500,000. Funding will be from North Overton TIF's fund balance.

The additional funding is needed due to bids received for the three projects coming back higher than expected. The additional funding of $750,000 will allow the projects to move forward with repair and replacement of infrastructure that is damaged or missing.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #4

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE NORTH OVERTON TIF OPERATING AND CAPITAL PROJECTS FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2023-24 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2023-24 (Budget Amendment #4) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92254, North Overton Public Improvement, and appropriate funding in the amount of $750,000, from $4,897,351 to $5,647,366.
II. Amend the transfer to CIP in North Overton TIF by increasing $750,000 from 1,750,000 to 2,500,000. Funding will be from North Overton TIF's fund balance.

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocsII/BudgetFY23-24.Amend4.ord
November 27, 2023

AI# 12153
Regular City Council Meeting
12/12/2023:

5. 2.

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 5, amending the FY 2023-24 Budget for municipal purposes respecting the Traffic CIP Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Establish Capital Improvement Project 8695, FM 2641 Signal, and appropriate funding of $64,550 for traffic signals. The project will be funded by the Texas Department of Transportation.
II. Establish Capital Improvement Project 8696, Ave. Q Signals and appropriate funding of $128,400 for traffic signals. The project will be funded by the Texas Department of Transportation.
III. Establish Capital Improvement Project 8697, US62 & MLK Signal, and appropriate funding of $55,950 for traffic signals. The project will be funded by the Texas Department of Transportation.
IV. Establish Capital Improvement Project 8698, 19th/US62 – Multiple Locations, and appropriate funding of $422,350 for traffic signals. The project will be funded by the Texas Department of Transportation.
V. Establish Capital Improvement Project 8699, SL88 Signals, and appropriate funding of $312,750 for traffic signals. The project will be funded by the Texas Department of Transportation.

These five agreements between the City of Lubbock (City) and TxDOT (State) provide compensation to the City for personnel, equipment and materials used during installation of the traffic signal controllers, cabinets, video detection and battery backups at the following State-owned intersections:

1. Loop 88/FM1585 (130th Street) @ Chicago Avenue
2. Loop 88/FM1585 (130th Street) @ Slide Road
3. Loop 88/FM1585 (130th Street) @ Quaker Avenue
4. Loop 88/FM1585 (130th Street) @ Indiana Avenue
5. Loop 88/FM1585 (130th Street) @ University Avenue
6. US62/SH114 (19th Street) @ Crickets Avenue
7. US62/SH114 (19th Street) @ Buddy Holly Avenue
8. US62/SH114 (19th Street) @ Texas Avenue
9. US62/SH114 (19th Street) @ Avenue K
10. US62/SH114 (19th Street) @ Avenue L
11. US62/SH114 (19th Street) @ Avenue Q
12. US62/SH114 (19th Street) @ Avenue T
13. US62/SH114 (19th Street) @ Avenue U
14. US84 (Avenue Q) @ 13th Street
15. US84 (Avenue Q) @ 15th Street
16. US84 (Avenue Q) @ Broadway Street
17. US62 @ Martin Luther King Jr. Boulevard
18. IH27 @ FM2641 (Regis Street)

Fiscal Impact
Included in Item Summary

Staff/Board Recommending
D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #5

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE TRAFFIC CIP FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2023-24 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2023-24 (Budget Amendment #5) for municipal purposes, as follows:

I. Establish Capital Improvement Project 8695, FM 2641 Signal, and appropriate funding of $64,550 for traffic signals. The project will be funded by the Texas Department of Transportation.

II. Establish Capital Improvement Project 8696, Ave. Q Signals and appropriate funding of $128,400 for traffic signals. The project will be funded by the Texas Department of Transportation.

III. Establish Capital Improvement Project 8697, US62 & MLK Signal, and appropriate funding of $55,950 for traffic signals. The project will be funded by the Texas Department of Transportation.

IV. Establish Capital Improvement Project 8698, 19th/US62 – Multiple Locations, and appropriate funding of $422,350 for traffic signals. The project will be funded by the Texas Department of Transportation.

V. Establish Capital Improvement Project 8699, SL88 Signals, and appropriate funding of $312,750 for traffic signals. The project will be funded by the Texas Department of Transportation.

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccdocsII/BudgetFY23-24.Amend5.ord
November 28, 2023

AI# 12110
Regular City Council Meeting 5. 3.
12/12/2023:

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims, in a pre-litigation claim involving a motor vehicle accident between the City of Lubbock and Albert Rodriguez.

Item Summary

The Settlement agreement arises out of a motor vehicle accident that occurred on September 4, 2022, between a City of Lubbock Police Tahoe and a vehicle driven by Albert Rodriguez. Mr. Rodriguez sustained moderate injuries as a result of the incident.

Fiscal Impact

The settlement amount of $63,000 is budgeted in the Adopted FY 23-24 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution
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 Compromise Settlement Agreement and Release of All Claims with Albert Rodriguez, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocsII/RES.Agrmt-Rodriguez, Albert
November 13, 2023

COMPROMISE SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS

This Compromise Settlement Agreement and Release of All Claims ("Settlement Agreement") is entered into by and between the **City of Lubbock ("City")**, and **Albert Rodriguez, ("Claimant")**.

RECITALS

WHEREAS, on or about September 4, 2022, Claimant was involved in a motor vehicle accident with a City of Lubbock police vehicle at or about the intersection of 66th Street and University Avenue; and

WHEREAS, the impact caused Claimant's vehicle to spin and overturn; and

WHEREAS, the Claimant alleges that the driver of the city's police vehicle was negligent in operating his vehicle; and

WHEREAS, Claimant asserts he suffered physical injuries as a result of this accident;; and

WHEREAS, the City and Claimant desire to settle all claims to avoid the inconvenience, distractions, uncertainties and expenses attendant to litigation and trial, in exchange for the consideration and releases set forth below.

1. IN CONSIDERATION of the payment by the City of the sum of SIXTY THREE THOUSAND and No/100 Dollars ($63,000.00), Claimant does hereto enter into this Settlement Agreement and does hereby release, acquit, and forever discharge the City, its respective predecessors, successors, assigns, owners, City Council, partners, members, managers, employees, directors, legal representatives, insurers, independent contractors, agents and attorneys (the "Releasees"), of and from any and all liability, claims, demands, damages, attorney's fees, costs, liens, including but not limited to any hospital, medical, insurance,

Medicare or Medicaid liens, whether statutorily provided or otherwise, expenses, services, actions, causes of action, or suit in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, which Claimant now has or may hereafter have, whether known or unknown, arising from the above-referenced incident.

2. Claimant hereby agrees that he is responsible for any outstanding liens, claims, or rights of subrogation that may now or hereafter exist arising out of or relating to this occurrence including, but not limited to, liens from his health care insurer, Blue Cross and Blue Shield.

3. The City agrees to make payment after this Settlement Agreement is executed by all parties. The City will issue a check payable to "Hernandez Law Group and Albert Rodriguez" in the amount of $63,000.00.

4. This Settlement Agreement includes any transaction, occurrence, matter or thing whatsoever, whether known or unknown, arising or occurring due to this incident including, but not limited to, all claims, demands, causes of actions of any nature, whether in contract or in tort, or arising out of, under or by virtue of any statute or regulation, that are recognized by law or that may be created or recognized in the future by any manner, including, without limitation, by statute, regulation, or judicial decision, for past, present and future damage or loss, or remedies of any kind that are now recognized by law or that may be created or recognized in the future by any manner, and including but not limited to the following: all actual damages, all exemplary and punitive damages, all penalties of any kind or statutory damages. Claimant hereby declares that he fully understands the terms of this Settlement Agreement and voluntarily accepts the above stated sum for the purposes of making full and final settlement of any and all the injuries, damages, expenses, and inconvenience above mentioned.

5. This Settlement Agreement may be pled as a full and complete defense to any action, suit, or other proceeding, which may be instituted, prosecuted or attempted for, upon, or in respect of any of the claims released hereby. The Claimant agrees that any such proceeding would cause irreparable injury to the party against whom it is brought and that any court of competent jurisdiction may enter an injunction restraining prosecution thereof.

6. The Claimant agrees that the damages suffered by the City, and persons, firms, corporations, or other entities protected by this Settlement Agreement by reason of any breach of any provision of this Settlement Agreement shall include not only the amount of any judgment that may be rendered against said City, persons, firms, corporations, or other entities, or any of them, by reason of a breach of this Settlement Agreement, but shall also include all damages suffered by them, including the cost of attorneys' fees and other costs and expenses of instituting, preparing, prosecuting, defending any action or suit resulting from a breach of this Settlement Agreement, whether taxable or otherwise, and costs to them of attorneys' fees and all other costs and expenses of instituting, preparing, or prosecuting any counterclaim, suit, motion, or action or action to recover damages resulting from the breach of this Settlement Agreement, whether taxable or otherwise.

7. Claimant hereby represents and warrants that he, and he alone, owns the claimed rights, interests, demands, actions, or causes of action, obligations, or any other matter covered by this Settlement Agreement (the "Claimed Rights"), and that he has not transferred, conveyed, pledged, assigned or made any other disposition of the Claimed Rights. Claimant agrees to indemnify and hold harmless the Releasees from and against any and all claims, demands, or causes of action and the reasonable and necessary costs, including attorneys' fees, incurred in the defense of any such claim brought by, through or under claimant, including any liens whether

statutory or otherwise, in the claimed rights, interests, demands, actions, or causes of action, obligations, or any other matter covered by this Settlement Agreement.

8. The terms of this Settlement Agreement shall inure to the benefit of, and be binding upon, the Claimant, Releasees, and their heirs, legal representatives, successors or assigns.

9. All signatories to this Settlement Agreement hereby warrant that they have the authority to execute this Settlement Agreement and bind the respective parties.

10. This Settlement Agreement states the entire agreement of the parties with respect to the matters discussed herein, and supersedes all prior or contemporaneous oral or written understandings, agreements, statements or promises.

11. This Settlement Agreement may not be amended or modified in any respect except by a written instrument duly executed by all of the parties to this Settlement Agreement.

12. If this Settlement Agreement does not become effective for any reason, it shall be deemed negotiations for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever.

13. This Settlement Agreement has been and shall be construed to have been drafted by all parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect.

14. If any portion or term of this Settlement Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Settlement Agreement shall not be affected and shall remain fully in force and enforceable.

15. Each party has consulted with whatever consultants, attorneys or other advisors each deems appropriate concerning the effect of this Settlement Agreement and Claimant assumes the risk arising from not seeking further or additional consultation with such advisors.

16. Each party assumes the risk of any mistake of fact or law with regard to any aspect of this Settlement Agreement, the dispute described herein, or any asserted rights released by this Settlement Agreement.

17. All parties to this Settlement Agreement acknowledge and agree that they have obtained legal representation and advice, as they have deemed appropriate in entering into this Settlement Agreement.

18. Each party further state that this Settlement Agreement, including the foregoing release, has been carefully read and each party understands the contents thereof and has signed the same as their own respective free act and has not been influenced in making this settlement by any representative of a party or parties released.

19. It is further understood that the provisions of this Settlement Agreement are contractual and not mere recitals and that the laws of the State of Texas shall govern this Settlement Agreement.

EXECUTED this 30 day of November, 2023.

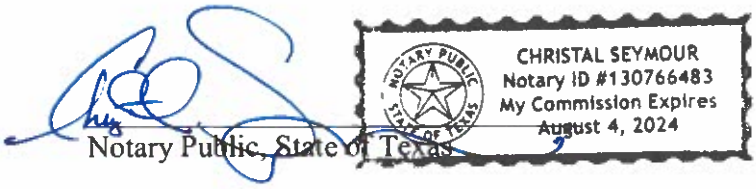
CLAIMANT:

ALBERT RODRIGUEZ

STATE OF TEXAS §

COUNTY OF LUBBOCK §

Before me, the undersigned authority, personally appeared ALBERT RODRIGUEZ, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



Notary Public, State of Texas

CITY OF LUBBOCK:

By: _____
TRAY PAYNE, Mayor

AI# 12135
Regular City Council Meeting 5. 4.
12/12/2023:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to City Church Lubbock, Inc., located at 1313 13th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

City Church Lubbock, Inc. is renovating their property at 1313 13th Street, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes demolition, concrete work and paint.

The cost of the project is estimated to be $50,000, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their November 29, 2023 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $50,000, with $25,000 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to City Lubbock Church, Inc., is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – City Lubbock church
11.29.23

RE 23-80

RESOLUTION APPROVING

CITY LUBBOCK CHURCH, INC. AT 1313 13TH STREET
DOWNTOWN FAÇADE & PERMTTABLE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, November 29, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to City Lubbock Church, Inc. at 1313 13th Street. City Lubbock Church, Inc., dba The City Church, is renovating their property at 1313 13th St., located in the Downtown TIF. Clayton Walker serves as Lead Pastor and President of the Board. Clayton and his wife, Darby, started The City Church with fellow families and MANY others in the summer of 2018. Clayton formerly served as the pastor for Raider Church, the college ministry that The City was launched out of that saw over 1,000 students meet for worship. Clayton and his team are looking to expand their services and reach across all areas of the Lubbock community and are renovating their downtown property to help in their mission.

The scope of façade work will include demolition, concrete work and painting totaling $50,000 in façade expenses. The scope of permittable work will include framing, roofing, plumbing, HVAC, and electrical work totaling $728,361 in permittable expenses. Grand total of $778,361 in expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant a Downtown Façade Grant for the City Lubbock Church, Inc. $25,000 and a Downtown Permittable Grant for $72,836 at 1313 113th Street, which is in the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

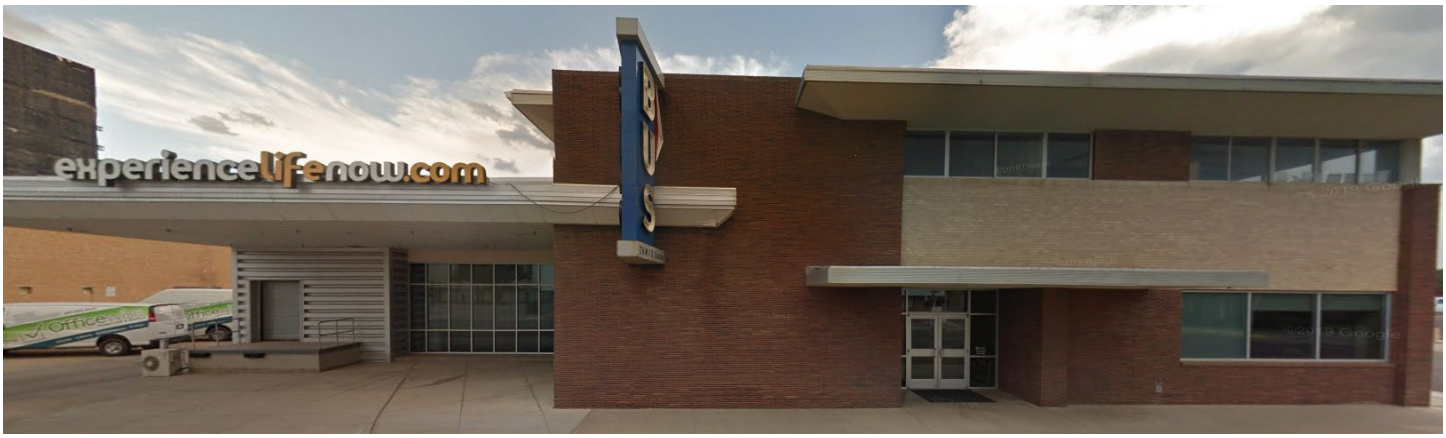
Upon Motion by Director, Mr. Blake Womble, and Seconded by Director, Ms. Sarah Bevers, .

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with the City Lubbock Church, Inc. for improvements to the property at 1313 13th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1313 13th St.

(City Lubbock Church, Inc.)

TOTAL SCOPE OF WORK = $778,361

TOTAL GRANTS = $97,836

TOTAL SCOPE OF FAÇADE WORK = $50,000

FAÇADE GRANT = $25,000

TOTAL SCOPE OF PERMITTABLE WORK = $728,361

PERMITTABLE GRANT = $72,836

Downtown Grant Program
Presented to MLI Board
November 29, 2023

Project 1313 13th St. (Façade & Permittable)

City Lubbock Church, Inc., dba The City Church, is renovating their property at 1313 13th St., located in the Downtown TIF.

Clayton Walker serves as Lead Pastor and President of the Board. Clayton and his wife, Darby, started The City Church with fellow families and MANY others in the summer of 2018. Clayton formerly served as the pastor for Raider Church, the college ministry that The City was launched out of that saw over 1,000 students meet for worship. Clayton and his team are looking to expand their services and reach across all areas of the Lubbock community and are renovating their downtown property to help in their mission.

The scope of façade work will include demolition, concrete work and painting totaling $50,000 in façade expenses. The scope of permittable work will include framing, roofing, plumbing, HVAC, and electrical work totaling $728,361 in permittable expenses. Grand total of $778,361 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for City Lubbock Church, Inc. totaling $25,000 and a permittable grant totaling $72,836 at 1313 13th St.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects — Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 — Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	2.14.23
Projected Project Start Date	4.17.23
Project Property Address	1313 13th St., Lubbock, TX 79401
Property LCAD R#	112745

GENERAL INFORMATION

Company Name	City Lubbock Church, Inc.	Contact	Landon Willess
Street Address	PO Box 2531	Title	Finance Committee Member
City, State, Zip	Lubbock, TX 79408	Phone	806-239-6974
		Email	jwilless@vistabank.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☑ Façade ☑

Project Summary Scope

Exterior and interior renvation of property. Adding an elevator and complete renovation of second floor.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	$50,000	$25,000
Permittable	$728,361	$72,836
TOTAL	**$778,361**	**$97,836**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
City Lubbock Church, Inc.	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): _____

Date: _____

1313 13th St. – Renderings





3 AXIS ARCHITECTS

THE CITY CHURCH RENOVATIONS
1313 13th St, Lubbock, TX 79401
Project for :
The City Church

Project Number	22052
Date	03.31.2023
Scale	

3D VIEWS

A2.10

CITY CHURCH RENOVATIONS

CONSTRUCTIONS DOCUMENTS

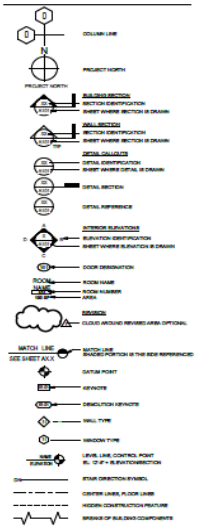
03.21.2023



ABBREVIATIONS

@	AND	I.D.	INSIDE DIAMETER
&	ANGLE	INSUL.	INSULATION
℄	AT	INT.	INTERIOR
℄	CENTERLINE		
#	DIAMETER OR ROUND	JAN.	JANITOR
#	POUND OR NUMBER	JT.	JOINT
(E)	EXISTING		
(N)	NEW	KIT.	KITCHEN
(R)	REMOVE		
ACOUS.	ACOUSTICAL	LAB.	LABORATORY
A.D.	AREA DRAIN	LAMIN.	LAMINATE
ADD'L	ADDITIONAL	LAND. ARCH.	LANDSCAPE ARCHITECT
ADJ.	ADJACENT	LAV.	LAVATORY
ADJ.	ADJUSTABLE	LKR.	LOCKER
AFF	ABOVE FINISH FLOOR	LT.	LIGHT
AGGR.	AGGREGATE	MATL.	MATERIAL
ALUM.	ALUMINUM	MAX.	MAXIMUM
APPROX.	APPROXIMATE	M.C.	MEDICINE CABINET
ARCH.	ARCHITECTURAL	MECH.	MECHANICAL
ASPH.	ASPHALT	MED.	MEDICINE
		MFR.	MANUFACTURER
BD.	BOARD	MIN.	MINIMUM
BLDG.	BUILDING	MIR.	MIRROR
BLK.	BLOCK	MISC.	MISCELLANEOUS
BLVN.	BLOCKING	MTD.	MOUNTED OPENING
B.O.	BACK OF CURB	MTG.	MOUNTING
B.O.C.	BACK OF CURB	MUL.	MULLION
BOT.	BOTTOM		
B.O.W.	BOTTOM OF WALL	N.	NORTH
B.S.	BACK OF SLOPE	N.I.C.	NOT IN CONTRACT
		NO.,#	NUMBER
CAB.	CABINET	NOM.	NOMINAL
C.B.	CULTCH BASIN	N.T.S.	NOT TO SCALE
CER.	CERAMIC COLOR		
CEM.	CEMENT	OA.	OVERALL
CER.	CERAMIC	O.A.	OUTSIDE AIR
C.I.	CAST IRON	OBS.	OBSCURE
C.I.P.	CAST IN PLACE	O.C.	ON CENTER
CIR. DIAG.	CIRCLE DIAGONAL	O.D.	OUTSIDE DIAMETER
C.S.	CORNER GUARD	OFF.	OFFICE
C.J.	CONTROL JOINT	OPNG.	OPENING
CLG.	CEILING	OPP.	OPPOSITE
CLKG.	CAULKING	ORN.	ORNAMENTAL
CLO.	CLOSET		
CLR.	CLEAR	PA.	PLASTER AREA
CMTR.	COUNTER	PREFAB.	PREFABRICATED
C.O.	CLEAN OUT OPENING	P.H.	PIPED HARDWARE
COL.	COLUMN	PL.	PLATE
CONC.	CONCRETE	P. LAM.	PLASTIC LAMINATE
CONN.	CONNECTION	PLYWD.	PLYWOOD
CONSTR.	CONSTRUCTION	PUTWD.	PUTWOOD
CONT.	CONTINUOUS	P.O.T.	PATH OF TRAVEL
COR.	CORRIDOR	PR.	PAIR
C.T.	CERAMIC TILE	PTD.	PAINTED
CTR.	CENTER	P.T.D.,R.	PAPER TOWEL DISPENSER COMBINATION PAPER TOWEL DISPENSER & RECEPTACLE
CTRM.	COUNTERTRUNK		
D.A.	DRAWLRO ACCESS	PTN.	PARTITION
DBL.	DOUBLE	P.T.R.	PAPER TOWEL RECEPTACLE
DEPT.	DEPARTMENT		
DIAG.	DIAGONAL	QT.	QUARRY TILE
D.F.	DRINKING FOUNTAIN		
DIM.	DIMENSION	R.	RISER
DN.	DOWN	RAD.	RADIUS
DR.	DRAWER	R.D.	ROOF DRAIN
DSP.	DISPENSER	REF.	REFERENCE
DTL.	DETAIL	REFR.	REFRIGERATOR
DW.	DISHWASHER	REGSTR.	REGISTER
DWR.	DRAWER	REINF.	REINFORCED
D.S.	DOWNSPOUT	REQD.	REQUIRED
D.S.P.	DRY STANDPIPE	RESIL.	RESILIENT
DWG.	DRAWING	RM.	ROOM
		R.O.	ROUGH OPENING
E.	EAST	R.O.W.	RIGHT OF WAY
EA.	EACH	REMOV.	REMOVED
E.J.	EXPANSION JOINT	R.W.L.	RAIN WATER LEADER
EL.	ELEVATION	S.	SOUTH
ELEC.	ELECTRICAL	SC.	SOLID CORE
E.C.D.	ELECTRICAL CLOCK	S.C.D.	SEAT COVER DISPENSER
ELEV.	ELEVATOR	SCHED.	SCHEDULE
ENCL.	ENCLOSURE	S.D.	SOAP DISPENSER
E.P.	ELECTRICAL PANELBOARD	SECT.	SECTION
EQ.	EQUAL	SHT.	SHEET
EQUIP.	EQUIPMENT	SHLF.	SHELF
E.W.C.	ELECTRIC WATER COOLER	SHR.	SHOWER
EXIST.	EXISTING	SIM.	SIMILAR
		SPEC.	SPECIFICATION
EXPO.	EXPOSED	S.S.D.	SANITARY NAPKIN DISPENSER
EXP.	EXPANSION	S.N.R.	SANITARY NAPKIN RECEPTACLE
EXT.	EXTERIOR	SPEC.	SPECIFICATION(S)
		SQ.	SQUARE
F.A.	FIRE ALARM	S.S.	STAINLESS STEEL
F.B.	FLAT BAR	S. SK.	SERVICE SINK
F.D.	FLOOR DRAIN	STA.	STATION
FDN.	FOUNDATION	STD.	STANDARD
F.E.	FIRE EXTINGUISHER	STL.	STEEL
F.E.C.	FIRE EXTINGUISHER CABINET	STOR.	STORAGE
F.H.	FIRE HYDRANT	STRL.	STRUCTURAL
F.H.C.	FIRE HOSE CABINET	SUSP.	SUSPENDED
FIN.	FINISH	SYMMETRICAL	
FL.	FLOOR		
FLR.	FLOOR	T.	TREAD
FLSH.	FLUSH	T.B.	TOWEL BAR
FLUOR.	FLUORESCENT	T.C.	TOP OF CURB
FLUSH.	FLUSHMOUNT	TEL.	TELEPHONE
F.O.C.	FACE OF CONCRETE	TERR.	TERRAZZO
F.O.F.	FACE OF FINISH	T.&G.	TONGUE & GROOVE
F.O.M.	FACE OF MASONRY	THK.	THICK
F.O.S.	FACE OF STUD	T.O.B.	TOP OF BEAM
F.O.U.	FACE OF UNDERCURB OR PRECAST	T.O.C.	TOP OF CONCRETE
		T.O.M.	TOP OF MASONRY
F.O.W.	FACE OF WALL	T.O.P.	TOP OF PARAPET
F.R.	FIRE RESISTANT	T.P.D.	TOILET PAPER DISPENSER
FRPF.	FIREPROOF	T.S.	TOP OF SLOPE
F.S.	Finish Surface	T.V.	TELEVISION
FT.	FOOT OR FEET	TYP.	TYPICAL
FTG.	FOOTING		
FURR.	FURRING	UC.	UNDERCUT
FUT.	FUTURE	UNF.	UNFINISHED
		U.N.O.	UNLESS NOTED OTHERWISE
GA.	GAUGE	UR.	URINAL
GALV.	GALVANIZED		
G.B.	GRAB BAR	V.C.T.	VINYL COMPOSITION TILE
GC.	GENERAL CONTRACTOR	VERT.	VERTICAL
GL.	GLASS	VEST.	VESTIBULE
GND.	GROUND		
GR.	GRADE	W.	WEST
GYP.	GYPSUM	WITH	WITH
		W.C.	WATER CLOSET
H.B.	HOSE BIB	WD.	WOOD
H.C.	HOLLOW CORE	WO.	WITHOUT
HDWD.	HARDWOOD	WP.	WATERPROOF
HDW.	HARDWARE	WSCT.	WAINSCOT
H.M.	HOLLOW METAL	WT.	WEIGHT
HORIZ.	HORIZONTAL	W.W.F.	WELDED WIRE FABRIC
HR.	HOUR		
HGT. (HT.)	HEIGHT		

SYMBOLS



ACCESSIBILITY NOTES

1. HOT WATER, COLD WATER, AND DRAIN PIPES UNDER ACCESSIBLE LAVATORIES SHALL BE INSULATED OR OTHERWISE COVERED. THERE SHALL BE NO SHARP OR ABRASIVE OBJECTS OR SURFACES UNDER LAVATORIES
2. MAXIMUM CROSS SLOPE AT WALKWAYS IN THE ACCESSIBLE PATH OF TRAVEL SHALL NOT EXCEED 2% (T.A.S. 403.3)
3. FLUSH CONTROLS THAT ARE HAND OPERATED SHALL BE LOCATED ON THE OPEN SIDE OF THE WATER CLOSET. (TAS 604.6)
4. ALL 30 IN. AND 60 INCH DIAMETER SPACES SHALL BE LEVEL OR WITH SLOPES NOT EXCEEDING 1:48. SHALL BE POSITIONED FOR FORWARD APPROACH TO CENTERLINE OF OUTLET. KEEPING THE OUTLET WITHIN THE REACHABLE RANGES LISTED IN T.A.S. 308.
5. ALL EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. EXIT SIGNS SHALL BE PROVIDED AT ALL EXITS AS REQUIRED BY INTERNATIONAL BUILDING CODE CHAPTER 10. ALL DOOR RAMPS SERVING AN OCCUPANT LOAD OF 50 OR GREATER SHALL RISING IN THE DIRECTION OF TRAVEL.
6. PROVIDE EXIT ILLUMINATION PER THE REQUIREMENTS OF I.B.C. CHAPTER 10.

ARCHITECTURAL GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SEQUENCE
2. EACH CONTRACTOR SHALL VISIT THE SITE, BECOME FAMILIAR WITH ALL CONDITIONS AND REVIEW THE DRAWINGS PRIOR TO BIDDING OR CONSTRUCTION.
3. ALL WORK SHALL BE PERFORMED IN COMPLIANCE WITH LOCAL, COUNTY, STATE AND FEDERAL LAWS, CODES, AND ORDINANCES.
4. ALL CONTRACTORS SHALL VERIFY THE LOCATION OF UTILITIES AND EXISTING CONDITIONS PRIOR TO BIDDING OR CONSTRUCTION. CONTRACTOR SHALL COORDINATE &AMPERE ELECTRICAL &AMPE PRIOR TO COMMENCEMENT OF DEMOLITION WORK.
5. ALL CONTRACTORS ARE TO VERIFY ALL DIMENSIONS. SHOULD THERE BE ANY DISCREPANCIES NOTIFY THE DESIGN TEAM PRIOR TO COMMENCEMENT OF WORK. DO NOT SCALE DRAWINGS.
6. THE GENERAL CONTRACTOR SHALL CONSULT WITH OWNERS TEAM TO INSEURE ANY DIMENSIONAL CHANGES OR DISCREPANCIES IN PLANS PRIOR TO BIDDING OR CONSTRUCTION.
7. THE GENERAL CONTRACTOR IS TO OBTAIN AND PAY FOR ALL PERMITS AS REQUIRED FOR A COMPLETE JOB.
8. ALL MATERIALS, SUBMITTALS AND ITEM SUBSTITUTIONS MUST BE APPROVED BY ARCHITECT.
9. SHOULD THE PLAN SET BE USED AS A BID DOCUMENT, PROVIDE DESCRIPTION OR ALLOWANCES FOR ANY UNSPECIFIED MATERIALS OR ALTERNATES AS PART OF BID TO OWNER.
10. ALL MATERIALS PROVIDED AND INSTALLED SHALL BE MANUFACTURED FOR NOT LESS THAN ONE YEAR UNLESS OTHERWISE SPECIFIED. ALL ROOFING MATERIAL WARRANTIES SHALL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF ANY WORK.
11. THE GENERAL CONTRACTOR SHALL COORDINATE AND PROVIDE ANY REQUIRED D.O.L.I.T.A.S. INSPECTIONS. PLAN REVIEWER OR INSPECTIONS AS REQUIRED BY LOCAL, COUNTY, STATE AND FEDERAL LAWS AND REGULATIONS. SHOULD THERE BE ANY DISCREPANCIES NOTIFY DESIGN TEAM PRIOR TO COMMENCEMENT.
12. THESE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF THE ARCHITECTURAL DESIGN CONCEPT, BUILDING DIMENSIONS, AND OUTLINE OF MAJOR ARCHITECTURAL ELEMENTS OF CONSTRUCTION. DO NOT SCALE DRAWINGS. THE CONTRACTOR SHALL PROVIDE ALL ITEMS NOTED OR IMPLIED ON THE WORK REQUIRED FOR THE PROJECT'S FULL PERFORMANCE AND COMPLETION. THE CONTRACTOR, SUB CONTRACTORS, AND SUPPLIERS SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES AND STANDARDS AS REQUIRED BY ALL LOCAL, STATE, AND FEDERAL ORDINANCES, CODES, LAWS, AND REGULATIONS, WITHOUT ADJUSTMENT TO CONTRACT PRICE.
13. CONTRACTOR TO ENSURE ALL COMPLETED WORK, CONSTRUCTION METHODS, AND WORKMANSHIP MEET OR EXCEED THE REQUIREMENTS OF THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE AS ADOPTED AND AMENDED BY THE CITY OF LUBBOCK, INCLUDING ALL LOCAL, STATE, AND FEDERAL ORDINANCES, CODES, LAWS, AND REGULATIONS.
14. THE RESPONSIBILITY FOR FINAL PERFORMANCE, CODE COMPLIANCE, INTERFACE, AND COMPLETION OF THE WORK AND THE PROJECT SHALL BE THE GENERAL CONTRACTOR'S.
15. EACH CONTRACTOR SHALL EXAMINE, READ, AND BE THOROUGHLY FAMILIAR WITH THE CONSTRUCTION DOCUMENTS. SHOULD THE CONTRACTOR FIND DISCREPANCIES IN, OR OMISSIONS FROM, THE DRAWINGS, OR BE IN DOUBT AS TO ACTUAL FIELD CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE DESIGN TEAM IMMEDIATELY FOR CLARIFICATION OR INTERPRETATION.
16. ALL 3D VIEWS ARE PROVIDED FOR REFERENCE ONLY. REFER TO ALL PROJECT SECTIONS, DETAILS AND SPECIFICATIONS
17. PRIOR TO USE OF THIS PLAN SET, OWNER SHALL CONFIRM COMPLIANCE WITH ANY OWNER'S CRITERIA REGARDING APPROVAL REQUIREMENTS, APPLICABLE CODES RESTRICTIONS OR COVENANTS
18. DIMENSIONS:
    A. ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.
    B. INTERIOR WALL DIMENSIONS ARE TO FACE OF STUD (U.N.O. INTERIOR WALL DIMENSIONS ARE TO FACE OF STUD (U.N.O.)
    C. ALL EXTERIOR EIGHT DIMENSIONS ARE FROM FINISH FLOOR SLAB TO FACE OF FINISH CEILING MATERIAL UNLESS OTHERWISE NOTED
19. PROVIDE ALL NECESSARY BLOCKING, NOGGING, AND FRAMING FOR LIGHT FIXTURES, ELECTRIC CENTR, A.C. EQUIPMENT, RECESSED ITEMS, AND ALL OTHER ITEMS AS REQUIRED.
20. ALL GLASS AND GLAZING SHALL COMPLY WITH IBC, CHAPTER 24
21. INSTALL FIRBLOCKING AS REQUIRED BY CODE (IBC 718.2)
22. DRAFTSTOPPING IN ATTICS SHALL COMPLY WITH CODE. (IBC 718.4)

PROJECT DISCRIPTION

This project is a finish out of a second story that was roughed in but never finished. An elevator connecting the first floor to the second floor is going to be added as part of the scope on this project.

APPLICABLE CODES (LUBBOCK, TX)

- 2018 International Fire Code
- 2018 International Building Code
- 2018 International Energy Conservation Code
- 2018 International Existing Building Code
- 2018 International Fuel Gas Code
- 2018 International Mechanical Code
- 2018 International Plumbing Code
- 2018 International Residential Building Code
- 2014 National Electrical Code

SHEET INDEX

Sheet Name	Sheet #
GENERAL	
COVER SHEET	G1.00
CODE ANALYSIS	G2.00
ACCESSIBILITY STANDARDS	G3.00
ACCESSIBILITY STANDARDS	G3.10
ARCHITECTURE	
DEMOLITION PLANS	A1.00
FLOOR PLANS	A1.10
REFLECTED CEILING PLANS	A1.20
ROOF PLAN	A1.30
EXTERIOR ELEVATIONS	A2.00
3D VIEWS	A2.10
RR PLANS & ELEVATIONS	A4.00
INTERIOR DETAILS	A5.20
INTERIOR WALL TYPES	A5.50
DOOR SCHEDULE	A6.00
MEP	
ELECTRICAL PLAN	E1.10
MECHANICAL PLAN	M1.10
PLUMBING PLAN	P1.10

PROJECT DIRECTORY

GENERAL CONTRACTOR

ADC Group — CONTACT: Mitchell Anderson
4017 75th Street, Suite 41 — TEL: 806.793.3577
Lubbock, TX 79424 — E-MAIL: mitchell@adc-group.com

ARCHITECT

3 AXIS ARCHITECTS — ARCHITECT: Chandler Cooke
6509 82nd Street, Suite 300 — TEL: 806.784.5004
Lubbock, TX 79424 — E-MAIL: chandler@3axisarchitects.com

3 AXIS ARCHITECTS
806.777.7400
INFO@3AXISARCHITECTS.COM
3AXISARCHITECTS.COM

REGISTERED ARCHITECT STATE OF TEXAS — 9.29.2020

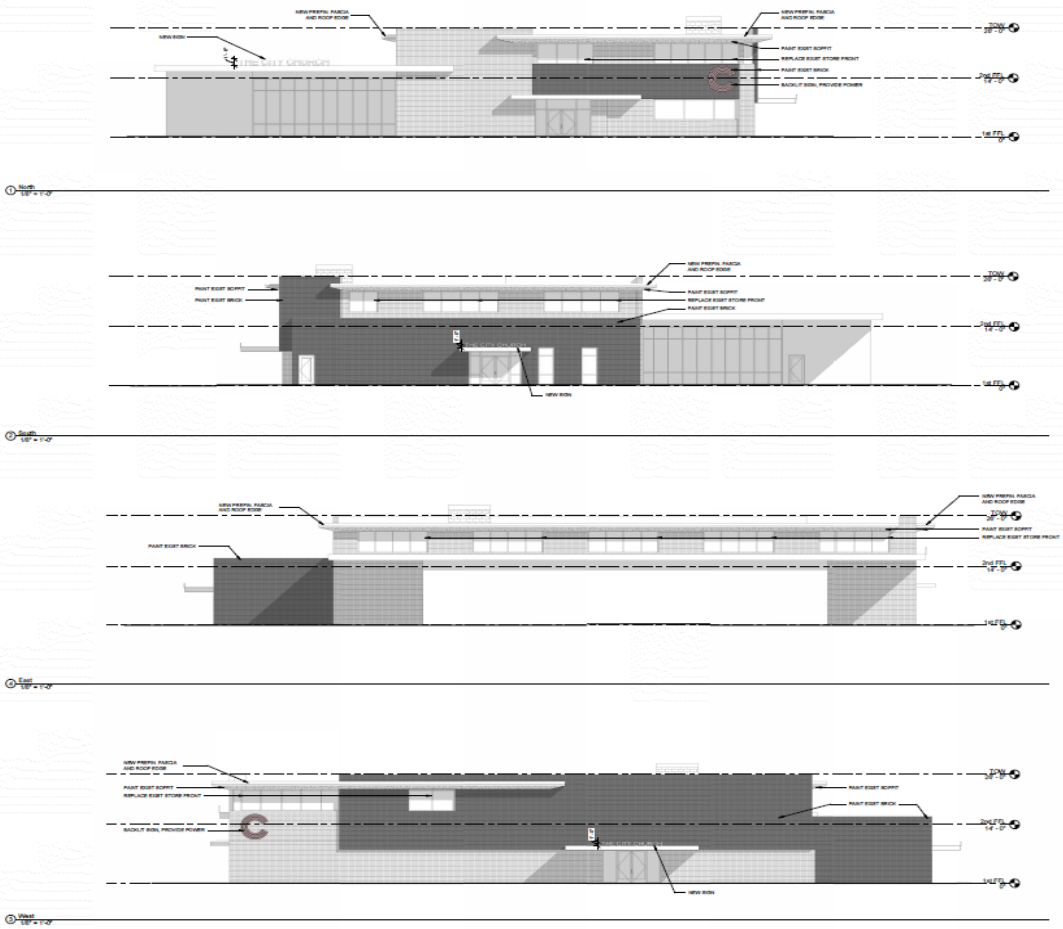
THE CITY CHURCH RENOVATIONS
1313 13th St, Lubbock, TX 79401
Project for : The City Church

SUBMITTAL	DATE

Project Number 22062
Date 03.21.2023
Scale As indicated

COVER SHEET

G1.00



3 AXIS ARCHITECTS
806.777.7400
INFO@3AXISARCHITECTS.COM
3AXISARCHITECTS.COM

REGISTERED ARCHITECT STATE OF TEXAS — 9.29.2020

THE CITY CHURCH RENOVATIONS
1313 13th St, Lubbock, TX 79401
Project for : The City Church

SUBMITTAL	DATE

Project Number 22062
Date 03.21.2023
Scale 1/8" = 1'-0"

EXTERIOR ELEVATIONS

A2.00

ADC | The Design Build Group

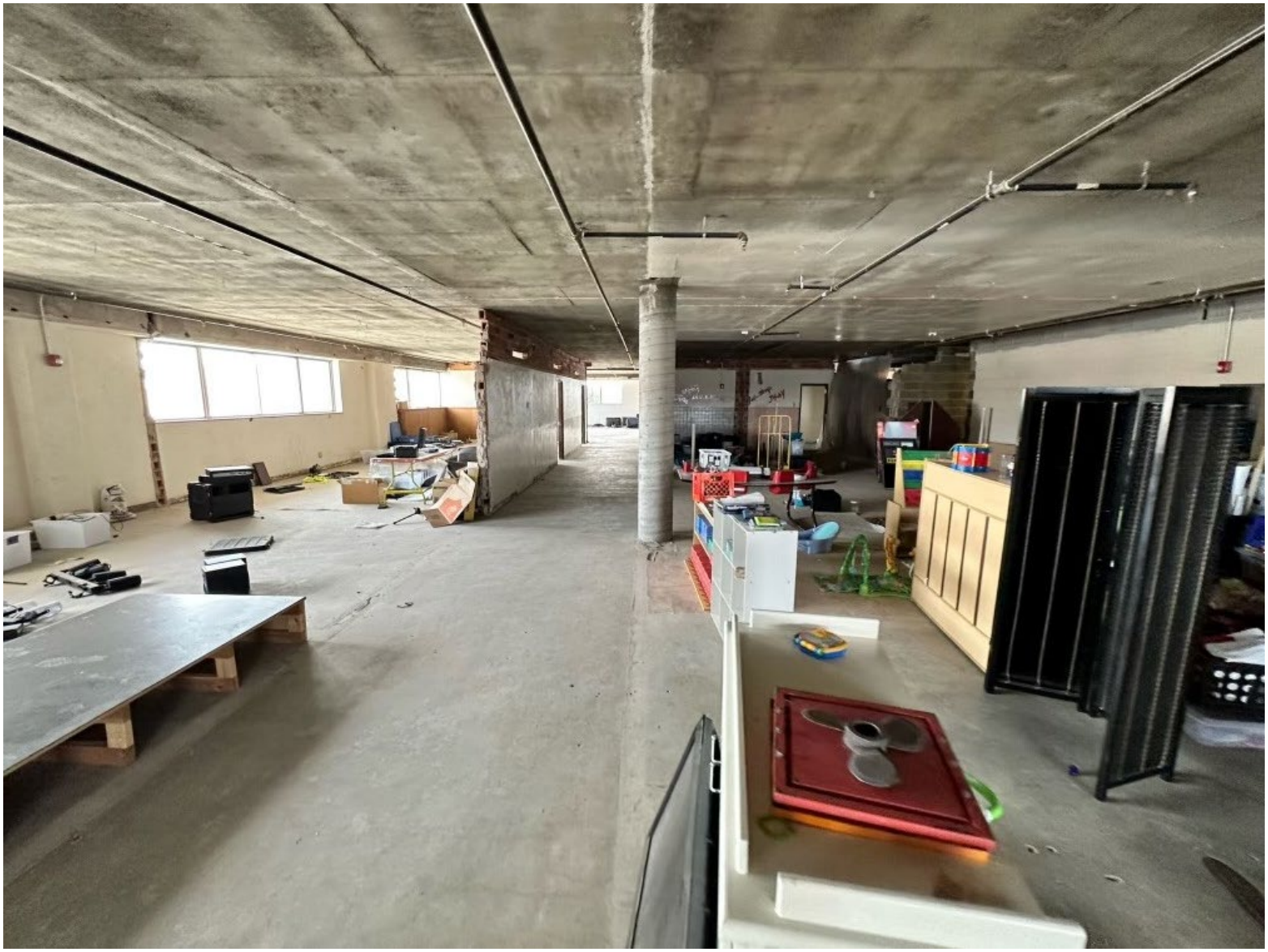
806.793.3317 *office* | 4417 71st Street, Suite 41, Lubbock, TX 79424 | adc-group.com | 806.793.3572 *fax*

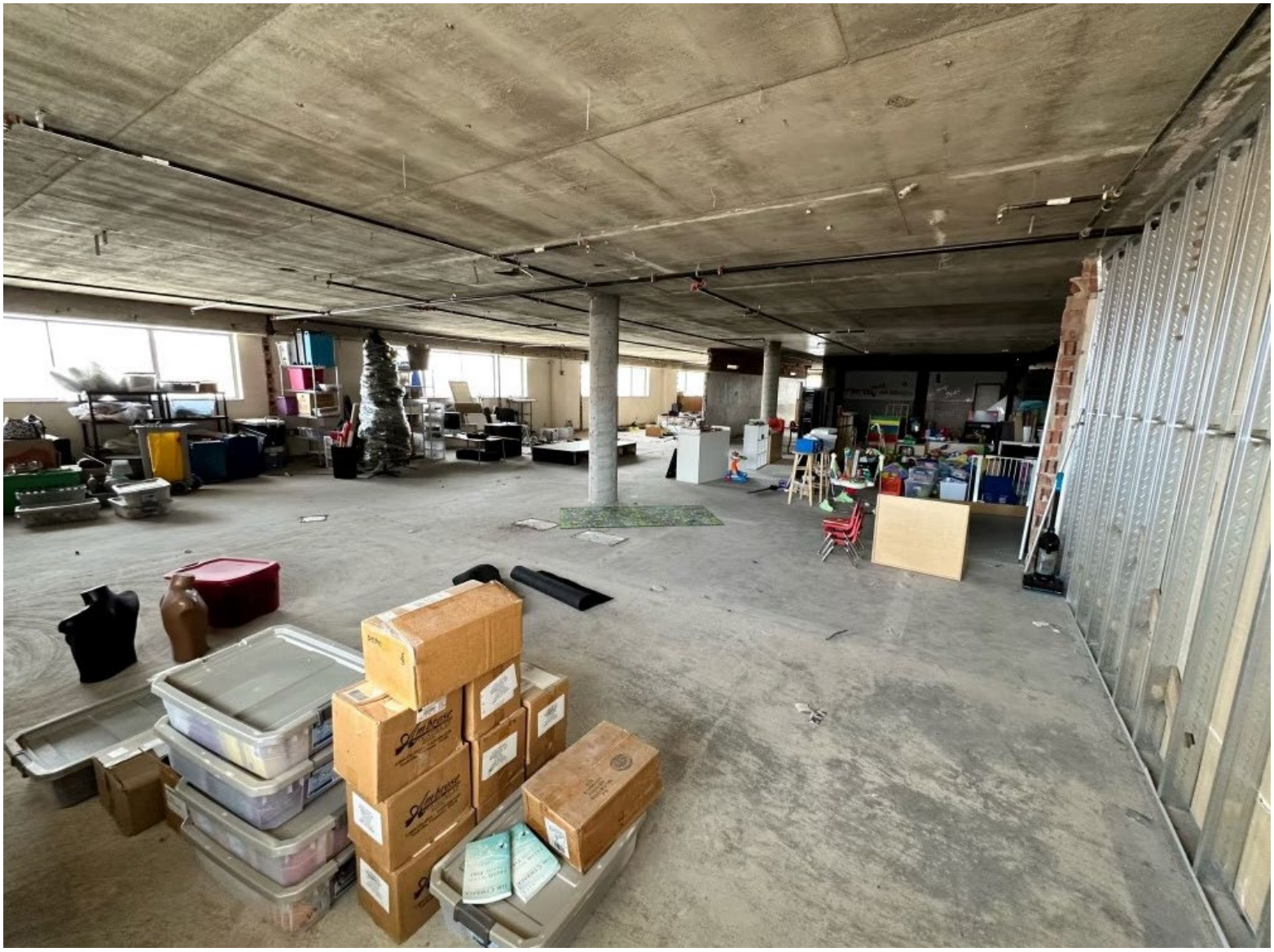
Cost Summary for The City Church Remodel 23-104 (Exported on Oct 4, 2023)	
Code	Total Costs
01-000 General Condtions	
1-040 Miscellaneous	$2,581.84
1-060 Supervision	$9,827.11
1-065 General Labor	$6,361.00
1-101 Builders Risk Insurance	$875.00
1-400 Equipment Rental	
1-410 Testing	$875.00
1-500 Chemical Toilets	$146.63
1-600 Vehicle - Gas & Oil -Rental	$700.00
1-650 Permits	$1,812.50
1-800 Cleaning & Waste Removal	
02-000 Sitework	$0.00
2-480 Landscaping	$9,070.00
03-000 Concrete	
3-250 Concrete Accessories	$1,400.00
3-800 Flat Work	$2,600.00
06-000 Wood & Plastics	
6-130 Framers - Labor	$30,965.28
6-220 Millwork	$33,457.79
6-300 Cabinetry	$3,400.00
07-000 Thermal & Moisture Protect	$0.00
7-300 Roofing	$1,225.00
08-000 Doors & Windows	
8-100 Interior Doors and Frames	$38,958.46
8-500 Windows & Screens	$55,400.00
09-000 Finishes	
9-250 Gypsum Board Systems	$800.00
9-540 Tape & Texture	$18,100.00
9-700 Special Flooring	$84,955.00
9-900 Painting	$110,800.00
Project Signage	$19,830.56
14-000 Conveying Systems	
14-200 Elevators	$91,325.00
15-000 Mechanical	
15-400 Plumbing Systems	$26,063.46
15-500 Fire Protection	$6,900.00
15-801 HVAC	$112,578.00

16-000 Electrical	
LED Wall	$35,000.00
AV Equipment	$20,000.00
Security System	$6,300.77
16-050 Basic Elecric Mat. and Method	$45,205.00
16-500 Lighting Fixtures	$847.60
Totals	**$778,361.00**

1313 13th St.














THE CITY CHURCH


THE CITY CHURCH

AI# 12136
Regular City Council Meeting 5. 5.
12/12/2023:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to City Church Lubbock, Inc., located at 1313 13th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

City Church Lubbock, Inc. is renovating their property at 1313 13th Street, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes framing, roofing, plumbing, HVAC and electrical work.

The cost of the project is estimated to be $728,361, and the requested grant amount is $72,836. The Market Lubbock, Inc. Board of Directors approved this amount at their November 29, 2023 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $728,361, with $72,836 to be paid by Market Lubbock, Inc. upon completion with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to the City Lubbock Church, Inc. is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – City Lubbock Church
11.29.23

RE 23-80

RESOLUTION APPROVING

CITY LUBBOCK CHURCH, INC. AT 1313 13TH STREET
DOWNTOWN FAÇADE & PERMTTABLE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, November 29, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to City Lubbock Church, Inc. at 1313 13th Street. City Lubbock Church, Inc., dba The City Church, is renovating their property at 1313 13th St., located in the Downtown TIF. Clayton Walker serves as Lead Pastor and President of the Board. Clayton and his wife, Darby, started The City Church with fellow families and MANY others in the summer of 2018. Clayton formerly served as the pastor for Raider Church, the college ministry that The City was launched out of that saw over 1,000 students meet for worship. Clayton and his team are looking to expand their services and reach across all areas of the Lubbock community and are renovating their downtown property to help in their mission.

The scope of façade work will include demolition, concrete work and painting totaling $50,000 in façade expenses. The scope of permittable work will include framing, roofing, plumbing, HVAC, and electrical work totaling $728,361 in permittable expenses. Grand total of $778,361 in expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant a Downtown Façade Grant for the City Lubbock Church, Inc. $25,000 and a Downtown Permittable Grant for $72,836 at 1313 113th Street, which is in the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

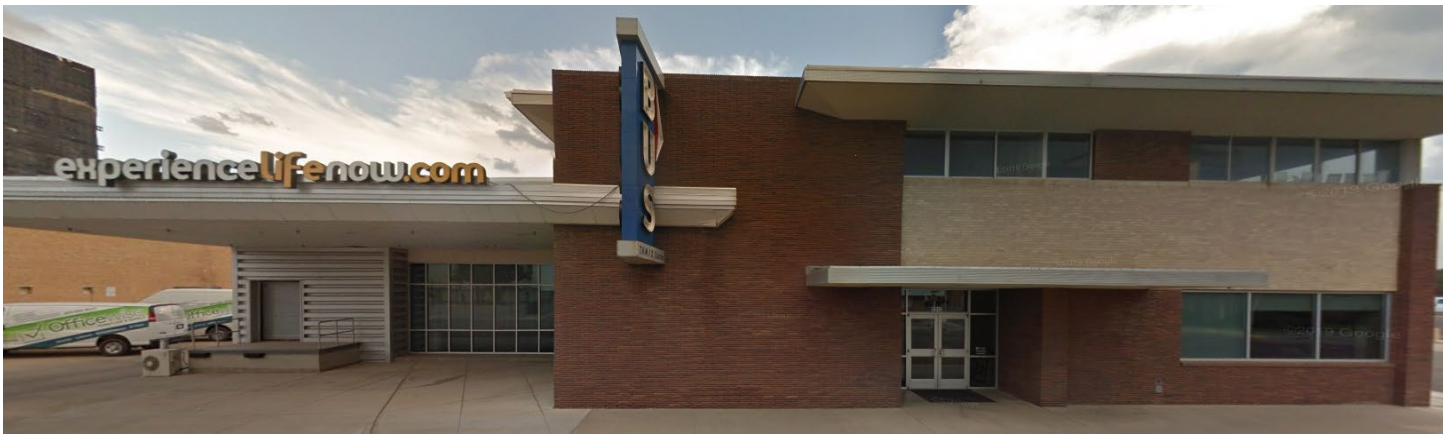
Upon Motion by Director, Mr. Blake Womble, and Seconded by Director, Ms. Sarah Bevers, .

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with the City Lubbock Church, Inc. for improvements to the property at 1313 13th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1313 13th St.

(City Lubbock Church, Inc.)

TOTAL SCOPE OF WORK = $778,361

TOTAL GRANTS = $97,836

TOTAL SCOPE OF FAÇADE WORK = $50,000

FAÇADE GRANT = $25,000

TOTAL SCOPE OF PERMITTABLE WORK = $728,361

PERMITTABLE GRANT = $72,836

Downtown Grant Program
Presented to MLI Board
November 29, 2023

Project 1313 13th St. (Façade & Permittable)

City Lubbock Church, Inc., dba The City Church, is renovating their property at 1313 13th St., located in the Downtown TIF.

Clayton Walker serves as Lead Pastor and President of the Board. Clayton and his wife, Darby, started The City Church with fellow families and MANY others in the summer of 2018. Clayton formerly served as the pastor for Raider Church, the college ministry that The City was launched out of that saw over 1,000 students meet for worship. Clayton and his team are looking to expand their services and reach across all areas of the Lubbock community and are renovating their downtown property to help in their mission.

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The MLI Board is being asked to consider a Downtown Façade Grant for City Lubbock Church, Inc. totaling $25,000 and a permittable grant totaling $72,836 at 1313 13th St.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects — Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 — Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	2.14.23
Projected Project Start Date	4.17.23
Project Property Address	1313 13th St., Lubbock, TX 79401
Property LCAD R#	112745

GENERAL INFORMATION

Company Name	City Lubbock Church, Inc.	Contact	Landon Willess
Street Address	PO Box 2531	Title	Finance Committee Member
City, State, Zip	Lubbock, TX 79408	Phone	806-239-6974
		Email	jwilless@vistabank.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☑ Façade ☑

Project Summary Scope

Exterior and interior renvation of property. Adding an elevator and complete renovation of second floor.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	$50,000	$25,000
Permittable	$728,361	$72,836
TOTAL	**$778,361**	**$97,836**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
City Lubbock Church, Inc.	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): _____

Date: _____

1313 13th St. – Renderings





3 AXIS ARCHITECTS

THE CITY CHURCH RENOVATIONS
1313 13th St, Lubbock, TX 79401
Project for :
The City Church

Project Number	22052
Date	03.31.2023
Scale	

3D VIEWS

A2.10

CITY CHURCH RENOVATIONS

CONSTRUCTIONS DOCUMENTS

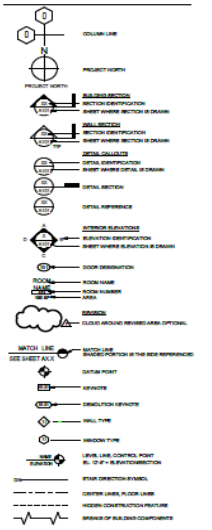
03.21.2023



ABBREVIATIONS

@	AND	I.D.	INSIDE DIAMETER
&	ANGLE	INSUL.	INSULATION
℄	AT	INT.	INTERIOR
℄	CENTERLINE		
#	DIAMETER OR ROUND	JAN.	JANITOR
#	POUND OR NUMBER	JT.	JOINT
(E)	EXISTING		
(N)	NEW	KIT.	KITCHEN
(R)	REMOVE		
ACOUS.	ACOUSTICAL	LAB.	LABORATORY
A.D.	AREA DRAIN	LAMIN.	LAMINATE
ADD'L	ADDITIONAL	LAND. ARCH.	LANDSCAPE ARCHITECT
ADJ.	ADJACENT	LAV.	LAVATORY
ADJ.	ADJUSTABLE	LKR.	LOCKER
AFF	ABOVE FINISH FLOOR	LT.	LIGHT
AGGR.	AGGREGATE	MATL.	MATERIAL
ALUM.	ALUMINUM	MAX.	MAXIMUM
APPROX.	APPROXIMATE	M.C.	MEDICINE CABINET
ARCH.	ARCHITECTURAL	MECH.	MECHANICAL
ASPH.	ASPHALT	MED.	MEDICINE
		MFR.	MANUFACTURER
BD.	BOARD	MIN.	MINIMUM
BLDG.	BUILDING	MIR.	MIRROR
BLK.	BLOCK	MISC.	MISCELLANEOUS
BLVN.	BLOCKING	MTD.	MOUNTED OPENING
B.O.	BACK OF CURB	MTG.	MOUNTING
B.O.C.	BACK OF CURB	MUL.	MULLION
BOT.	BOTTOM		
B.O.W.	BOTTOM OF WALL	N.	NORTH
B.S.	BACK OF SLOPE	N.I.C.	NOT IN CONTRACT
		NO.,#	NUMBER
CAB.	CABINET	NOM.	NOMINAL
C.B.	CULTCH BASIN	N.T.S.	NOT TO SCALE
CER.	CERAMIC COLOR		
CEM.	CEMENT	OA.	OVERALL
CER.	CERAMIC	O.A.	OUTSIDE AIR
C.I.	CAST IRON	OBS.	OBSCURE
C.I.P.	CAST IN PLACE	O.C.	ON CENTER
CIR. DIAG.	CIRCLE DIAGONAL	O.D.	OUTSIDE DIAMETER
C.S.	CORNER GUARD	OFF.	OFFICE
C.J.	CONTROL JOINT	OPNG.	OPENING
CLG.	CEILING	OPP.	OPPOSITE
CLKG.	CAULKING	ORN.	ORNAMENTAL
CLO.	CLOSET		
CLR.	CLEAR	PA.	PLASTER AREA
CMTR.	COUNTER	PREFAB.	PREFABRICATED
C.O.	CLEAN OUT OPENING	P.H.	PIPED HARDWARE
COL.	COLUMN	PL.	PLATE
CONC.	CONCRETE	P. LAM.	PLASTIC LAMINATE
CONN.	CONNECTION	PLYWD.	PLYWOOD
CONSTR.	CONSTRUCTION	PUTWD.	PUTWOOD
CONT.	CONTINUOUS	P.O.T.	PATH OF TRAVEL
COR.	CORRIDOR	PR.	PAIR
C.T.	CERAMIC TILE	PTD.	PAINTED
CTR.	CENTER	P.T.D.,R.	PAPER TOWEL DISPENSER COMBINATION PAPER TOWEL DISPENSER & RECEPTACLE
CTRM.	COUNTERTRUNK		
D.A.	DRAWLRO ACCESS	PTN.	PARTITION
DBL.	DOUBLE	P.T.R.	PAPER TOWEL RECEPTACLE
DEPT.	DEPARTMENT		
DIAG.	DIAGONAL	QT.	QUARRY TILE
D.F.	DRINKING FOUNTAIN		
DIM.	DIMENSION	R.	RISER
DN.	DOWN	RAD.	RADIUS
DR.	DRAWER	R.D.	ROOF DRAIN
DSP.	DISPENSER	REF.	REFERENCE
DTL.	DETAIL	REFR.	REFRIGERATOR
DW.	DISHWASHER	REGSTR.	REGISTER
DWR.	DRAWER	REINF.	REINFORCED
D.S.	DOWNSPOUT	REQD.	REQUIRED
D.S.P.	DRY STANDPIPE	RESIL.	RESILIENT
DWG.	DRAWING	RM.	ROOM
		R.O.	ROUGH OPENING
E.	EAST	R.O.W.	RIGHT OF WAY
EA.	EACH	REMOV.	REMOVED
E.J.	EXPANSION JOINT	R.W.L.	RAIN WATER LEADER
EL.	ELEVATION	S.	SOUTH
ELEC.	ELECTRICAL	SC.	SOLID CORE
E.C.D.	ELECTRICAL CLOCK	S.C.D.	SEAT COVER DISPENSER
ELEV.	ELEVATOR	SCHED.	SCHEDULE
ENCL.	ENCLOSURE	S.D.	SOAP DISPENSER
E.P.	ELECTRICAL PANELBOARD	SECT.	SECTION
EQ.	EQUAL	SHT.	SHEET
EQUIP.	EQUIPMENT	SHLF.	SHELF
E.W.C.	ELECTRIC WATER COOLER	SHR.	SHOWER
EXIST.	EXISTING	SIM.	SIMILAR
		SPEC.	SPECIFICATION
EXPO.	EXPOSED	S.S.D.	SANITARY NAPKIN DISPENSER
EXP.	EXPANSION	S.N.R.	SANITARY NAPKIN RECEPTACLE
EXT.	EXTERIOR	SPEC.	SPECIFICATION(S)
		SQ.	SQUARE
F.A.	FIRE ALARM	S.S.	STAINLESS STEEL
F.B.	FLAT BAR	S. SK.	SERVICE SINK
F.D.	FLOOR DRAIN	STA.	STATION
FDN.	FOUNDATION	STD.	STANDARD
F.E.	FIRE EXTINGUISHER	STL.	STEEL
F.E.C.	FIRE EXTINGUISHER CABINET	STOR.	STORAGE
F.H.	FIRE HYDRANT	STRL.	STRUCTURAL
F.H.C.	FIRE HOSE CABINET	SUSP.	SUSPENDED
FIN.	FINISH	SYMMETRICAL	
FL.	FLOOR		
FLR.	FLOOR	T.	TREAD
FLSH.	FLUSH	T.B.	TOWEL BAR
FLUOR.	FLUORESCENT	T.C.	TOP OF CURB
FLUSH.	FLUSHMOUNT	TEL.	TELEPHONE
F.O.C.	FACE OF CONCRETE	TERR.	TERRAZZO
F.O.F.	FACE OF FINISH	T.&G.	TONGUE & GROOVE
F.O.M.	FACE OF MASONRY	THK.	THICK
F.O.S.	FACE OF STUD	T.O.B.	TOP OF BEAM
F.O.U.	FACE OF UNDERCURB OR PRECAST	T.O.C.	TOP OF CONCRETE
		T.O.M.	TOP OF MASONRY
F.O.W.	FACE OF WALL	T.O.P.	TOP OF PARAPET
F.R.	FIRE RESISTANT	T.P.D.	TOILET PAPER DISPENSER
FRPF.	FIREPROOF	T.S.	TOP OF SLOPE
F.S.	Finish Surface	T.V.	TELEVISION
FT.	FOOT OR FEET	TYP.	TYPICAL
FTG.	FOOTING		
FURR.	FURRING	UC.	UNDERCUT
FUT.	FUTURE	UNF.	UNFINISHED
		U.N.O.	UNLESS NOTED OTHERWISE
GA.	GAUGE	UR.	URINAL
GALV.	GALVANIZED		
G.B.	GRAB BAR	V.C.T.	VINYL COMPOSITION TILE
GC.	GENERAL CONTRACTOR	VERT.	VERTICAL
GL.	GLASS	VEST.	VESTIBULE
GND.	GROUND		
GR.	GRADE	W.	WEST
GYP.	GYPSUM	WITH	WITH
		W.C.	WATER CLOSET
H.B.	HOSE BIB	WD.	WOOD
H.C.	HOLLOW CORE	WO.	WITHOUT
HDWD.	HARDWOOD	WP.	WATERPROOF
HDW.	HARDWARE	WSCT.	WAINSCOT
H.M.	HOLLOW METAL	WT.	WEIGHT
HORIZ.	HORIZONTAL	W.W.F.	WELDED WIRE FABRIC
HR.	HOUR		
HGT. (HT.)	HEIGHT		

SYMBOLS



ACCESSIBILITY NOTES

1. HOT WATER, COLD WATER, AND DRAIN PIPES UNDER ACCESSIBLE LAVATORIES SHALL BE INSULATED OR OTHERWISE COVERED. THERE SHALL BE NO SHARP OR ABRASIVE OBJECTS OR SURFACES UNDER LAVATORIES
2. MAXIMUM CROSS SLOPE AT WALKWAYS IN THE ACCESSIBLE PATH OF TRAVEL SHALL NOT EXCEED 2% (T.A.S. 403.3)
3. FLUSH CONTROLS THAT ARE HAND OPERATED SHALL BE LOCATED ON THE OPEN SIDE OF THE WATER CLOSET. (TAS 604.6)
4. ALL 30 IN. AND 60 INCH DIAMETER SPACES SHALL BE LEVEL OR WITH SLOPES NOT EXCEEDING 1:48. SHALL BE POSITIONED FOR FORWARD APPROACH TO CENTERLINE OF OUTLET. KEEPING THE OUTLET WITHIN THE REACHABLE RANGES LISTED IN T.A.S. 308.
5. ALL EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. EXIT SIGNS SHALL BE PROVIDED AT ALL EXITS AS REQUIRED BY INTERNATIONAL BUILDING CODE CHAPTER 10. ALL DOOR RAMPS SERVING AN OCCUPANT LOAD OF 50 OR GREATER SHALL RISING IN THE DIRECTION OF TRAVEL.
6. PROVIDE EXIT ILLUMINATION PER THE REQUIREMENTS OF I.B.C. CHAPTER 10.

ARCHITECTURAL GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SEQUENCE
2. EACH CONTRACTOR SHALL VISIT THE SITE, BECOME FAMILIAR WITH ALL CONDITIONS AND REVIEW THE DRAWINGS PRIOR TO BIDDING OR CONSTRUCTION.
3. ALL WORK SHALL BE PERFORMED IN COMPLIANCE WITH LOCAL, COUNTY, STATE AND FEDERAL LAWS, CODES, AND ORDINANCES.
4. ALL CONTRACTORS SHALL VERIFY THE LOCATION OF UTILITIES AND EXISTING CONDITIONS PRIOR TO BIDDING OR CONSTRUCTION. CONTRACTOR SHALL COORDINATE &AMPERE ELECTRICAL &AMPE PRIOR TO COMMENCEMENT OF DEMOLITION WORK.
5. ALL CONTRACTORS ARE TO VERIFY ALL DIMENSIONS. SHOULD THERE BE ANY DISCREPANCIES NOTIFY THE DESIGN TEAM PRIOR TO COMMENCEMENT OF WORK. DO NOT SCALE DRAWINGS.
6. THE GENERAL CONTRACTOR SHALL CONSULT WITH OWNERS TEAM TO INSEURE ANY DIMENSIONAL CHANGES OR DISCREPANCIES IN PLANS PRIOR TO BIDDING OR CONSTRUCTION.
7. THE GENERAL CONTRACTOR IS TO OBTAIN AND PAY FOR ALL PERMITS AS REQUIRED FOR A COMPLETE JOB.
8. ALL MATERIALS, SUBMITTALS AND ITEM SUBSTITUTIONS MUST BE APPROVED BY ARCHITECT.
9. SHOULD THE PLAN SET BE USED AS A BID DOCUMENT, PROVIDE DESCRIPTION OR ALLOWANCES FOR ANY UNSPECIFIED MATERIALS OR ALTERNATES AS PART OF BID TO OWNER.
10. ALL MATERIALS PROVIDED AND INSTALLED SHALL BE MANUFACTURED FOR NOT LESS THAN ONE YEAR UNLESS OTHERWISE SPECIFIED. ALL ROOFING MATERIAL WARRANTIES SHALL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF ANY WORK.
11. THE GENERAL CONTRACTOR SHALL COORDINATE AND PROVIDE ANY REQUIRED D.O.L.I.T.A.S. INSPECTIONS. PLAN REVIEWER OR INSPECTIONS AS REQUIRED BY LOCAL, COUNTY, STATE AND FEDERAL LAWS AND REGULATIONS. SHOULD THERE BE ANY DISCREPANCIES NOTIFY DESIGN TEAM PRIOR TO COMMENCEMENT.
12. THESE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF THE ARCHITECTURAL DESIGN CONCEPT, BUILDING DIMENSIONS, AND OUTLINE OF MAJOR ARCHITECTURAL ELEMENTS OF CONSTRUCTION. DO NOT SCALE DRAWINGS. THE CONTRACTOR SHALL PROVIDE ALL ITEMS NOTED OR IMPLIED ON THE WORK REQUIRED FOR THE PROJECT'S FULL PERFORMANCE AND COMPLETION. THE CONTRACTOR, SUB CONTRACTORS, AND SUPPLIERS SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES AND STANDARDS AS REQUIRED BY ALL LOCAL, STATE, AND FEDERAL ORDINANCES, CODES, LAWS, AND REGULATIONS, WITHOUT ADJUSTMENT TO CONTRACT PRICE.
13. CONTRACTOR TO ENSURE ALL COMPLETED WORK, CONSTRUCTION METHODS, AND WORKMANSHIP MEET OR EXCEED THE REQUIREMENTS OF THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE AS ADOPTED AND AMENDED BY THE CITY OF LUBBOCK, INCLUDING ALL LOCAL, STATE, AND FEDERAL ORDINANCES, CODES, LAWS, AND REGULATIONS.
14. THE RESPONSIBILITY FOR FINAL PERFORMANCE, CODE COMPLIANCE, INTERFACE, AND COMPLETION OF THE WORK AND THE PROJECT SHALL BE THE GENERAL CONTRACTOR'S.
15. EACH CONTRACTOR SHALL EXAMINE, READ, AND BE THOROUGHLY FAMILIAR WITH THE CONSTRUCTION DOCUMENTS. SHOULD THE CONTRACTOR FIND DISCREPANCIES IN, OR OMISSIONS FROM, THE DRAWINGS, OR BE IN DOUBT AS TO ACTUAL FIELD CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE DESIGN TEAM IMMEDIATELY FOR CLARIFICATION OR INTERPRETATION.
16. ALL 3D VIEWS ARE PROVIDED FOR REFERENCE ONLY. REFER TO ALL PROJECT SECTIONS, DETAILS AND SPECIFICATIONS
17. PRIOR TO USE OF THIS PLAN SET, OWNER SHALL CONFIRM COMPLIANCE WITH ANY OWNER'S CRITERIA REGARDING APPROVAL REQUIREMENTS, APPLICABLE CODES RESTRICTIONS OR COVENANTS
18. DIMENSIONS:
    A. ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.
    B. INTERIOR WALL DIMENSIONS ARE TO FACE OF STUD (U.N.O. INTERIOR WALL DIMENSIONS ARE TO FACE OF STUD (U.N.O.)
    C. ALL EXTERIOR EIGHT DIMENSIONS ARE FROM FINISH FLOOR SLAB TO FACE OF FINISH CEILING MATERIAL UNLESS OTHERWISE NOTED
19. PROVIDE ALL NECESSARY BLOCKING, NOGGING, AND FRAMING FOR LIGHT FIXTURES, ELECTRIC CENTR, A.C. EQUIPMENT, RECESSED ITEMS, AND ALL OTHER ITEMS AS REQUIRED.
20. ALL GLASS AND GLAZING SHALL COMPLY WITH IBC, CHAPTER 24
21. INSTALL FIRBLOCKING AS REQUIRED BY CODE (IBC 718.2)
22. DRAFTSTOPPING IN ATTICS SHALL COMPLY WITH CODE. (IBC 718.4)

PROJECT DISCRIPTION

This project is a finish out of a second story that was roughed in but never finished. An elevator connecting the first floor to the second floor is going to be added as part of the scope on this project.

APPLICABLE CODES (LUBBOCK, TX)

- 2018 International Fire Code
- 2018 International Building Code
- 2018 International Energy Conservation Code
- 2018 International Existing Building Code
- 2018 International Fuel Gas Code
- 2018 International Mechanical Code
- 2018 International Plumbing Code
- 2018 International Residential Building Code
- 2014 National Electrical Code

SHEET INDEX

Sheet Name	Sheet #
GENERAL	
COVER SHEET	G1.00
CODE ANALYSIS	G2.00
ACCESSIBILITY STANDARDS	G3.00
ACCESSIBILITY STANDARDS	G3.10
ARCHITECTURE	
DEMOLITION PLANS	A1.00
FLOOR PLANS	A1.10
REFLECTED CEILING PLANS	A1.20
ROOF PLAN	A1.30
EXTERIOR ELEVATIONS	A2.00
3D VIEWS	A2.10
RR PLANS & ELEVATIONS	A4.00
INTERIOR DETAILS	A5.20
INTERIOR WALL TYPES	A5.50
DOOR SCHEDULE	A6.00
MEP	
ELECTRICAL PLAN	E1.10
MECHANICAL PLAN	M1.10
PLUMBING PLAN	P1.10

PROJECT DIRECTORY

GENERAL CONTRACTOR

ADC Group — CONTACT: Mitchell Anderson
4017 75th Street, Suite 41 — TEL: 806.793.3577
Lubbock, TX 79424 — E-MAIL: mitchell@adc-group.com

ARCHITECT

3 AXIS ARCHITECTS — ARCHITECT: Chandler Cooke
6509 82nd Street, Suite 300 — TEL: 806.784.5004
Lubbock, TX 79424 — E-MAIL: chandler@3axisarchitects.com

3 AXIS ARCHITECTS
806.777.7400
INFO@3AXISARCHITECTS.COM
3AXISARCHITECTS.COM

REGISTERED ARCHITECT STATE OF TEXAS — 9.29.2020

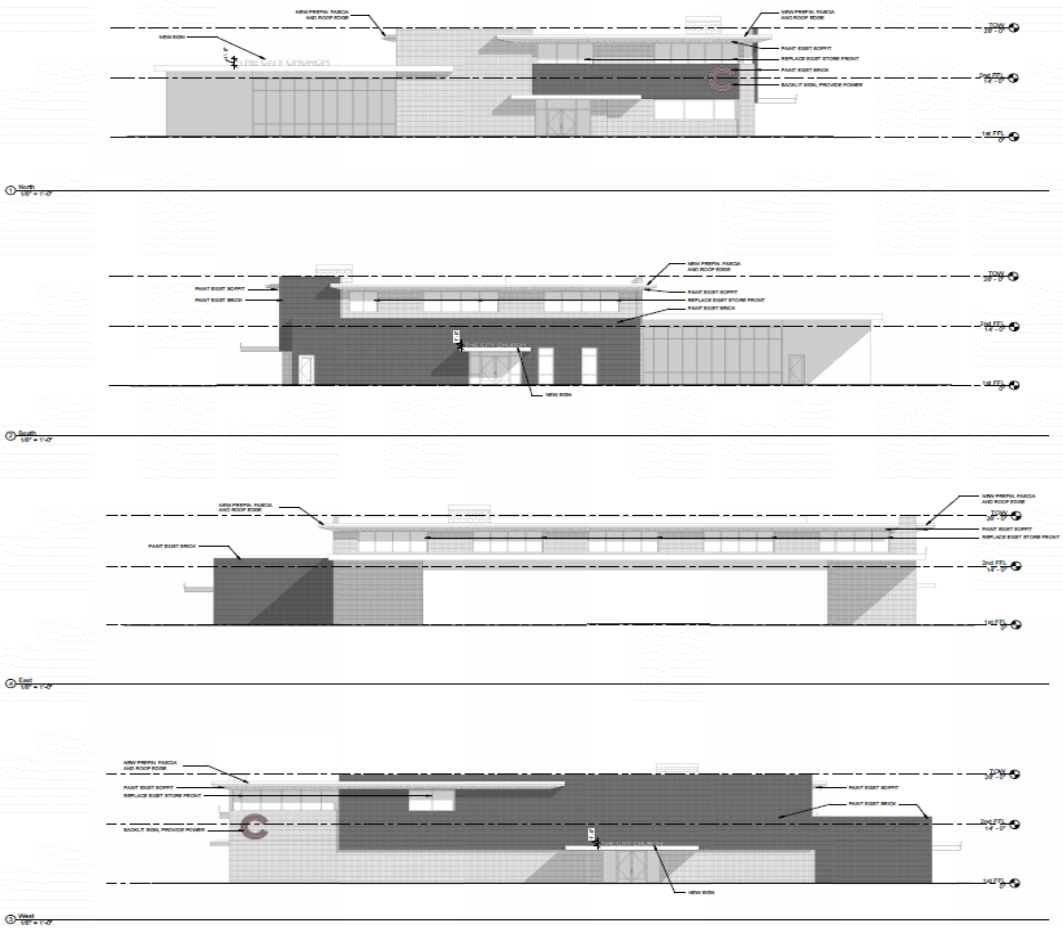
THE CITY CHURCH RENOVATIONS
1313 13th St, Lubbock, TX 79401
Project for : The City Church

SUBMITTAL	DATE

Project Number 22062
Date 03.21.2023
Scale As indicated

COVER SHEET

G1.00



3 AXIS ARCHITECTS
806.777.7400
INFO@3AXISARCHITECTS.COM
3AXISARCHITECTS.COM

REGISTERED ARCHITECT STATE OF TEXAS — 9.29.2020

THE CITY CHURCH RENOVATIONS
1313 13th St, Lubbock, TX 79401
Project for : The City Church

SUBMITTAL	DATE

Project Number 22062
Date 03.21.2023
Scale 1/8" = 1'-0"

EXTERIOR ELEVATIONS

A2.00

ADC | The Design Build Group

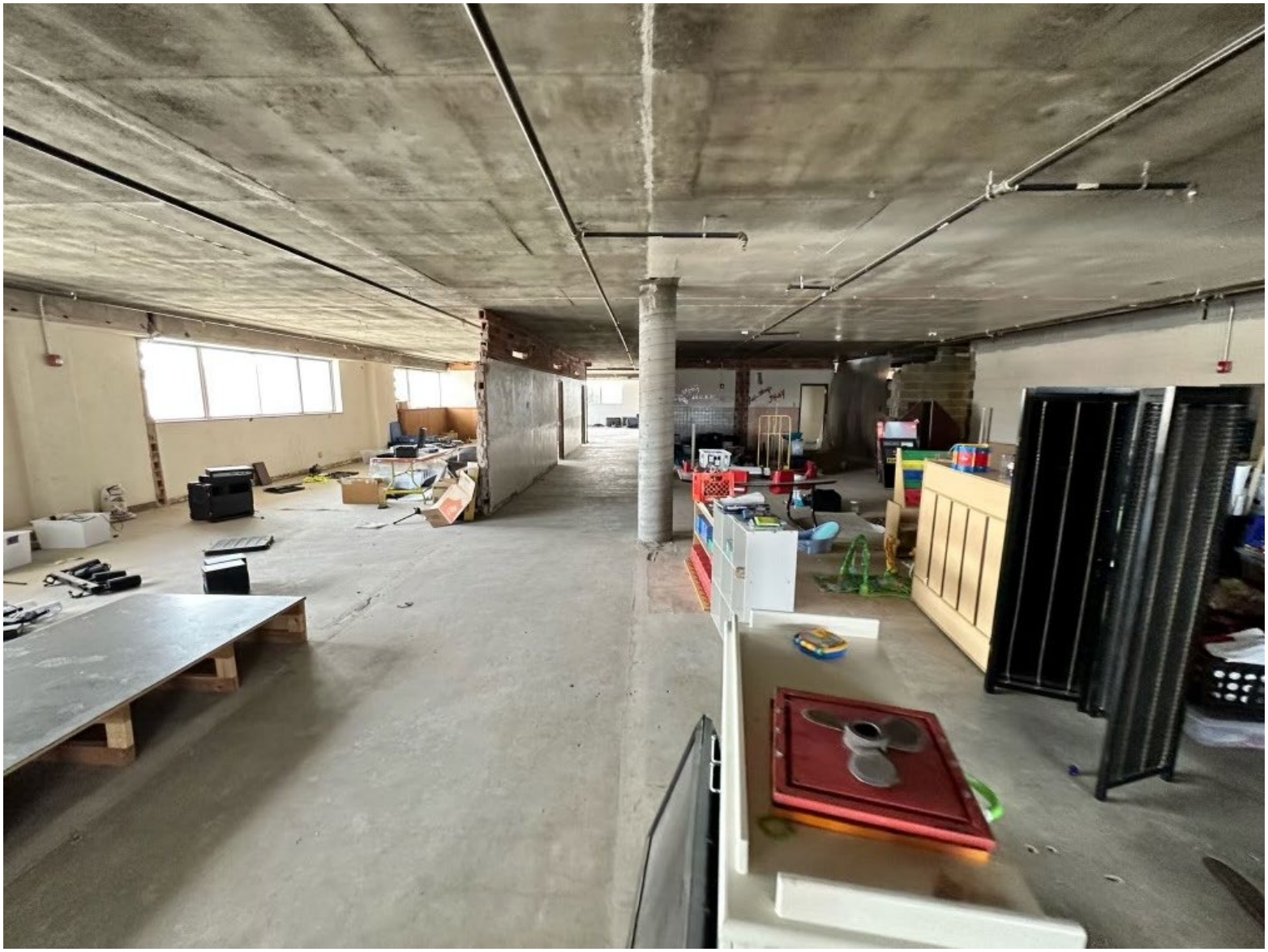
806.793.3317 *office* | 4417 71st Street, Suite 41, Lubbock, TX 79424 | adc-group.com | 806.793.3572 *fax*

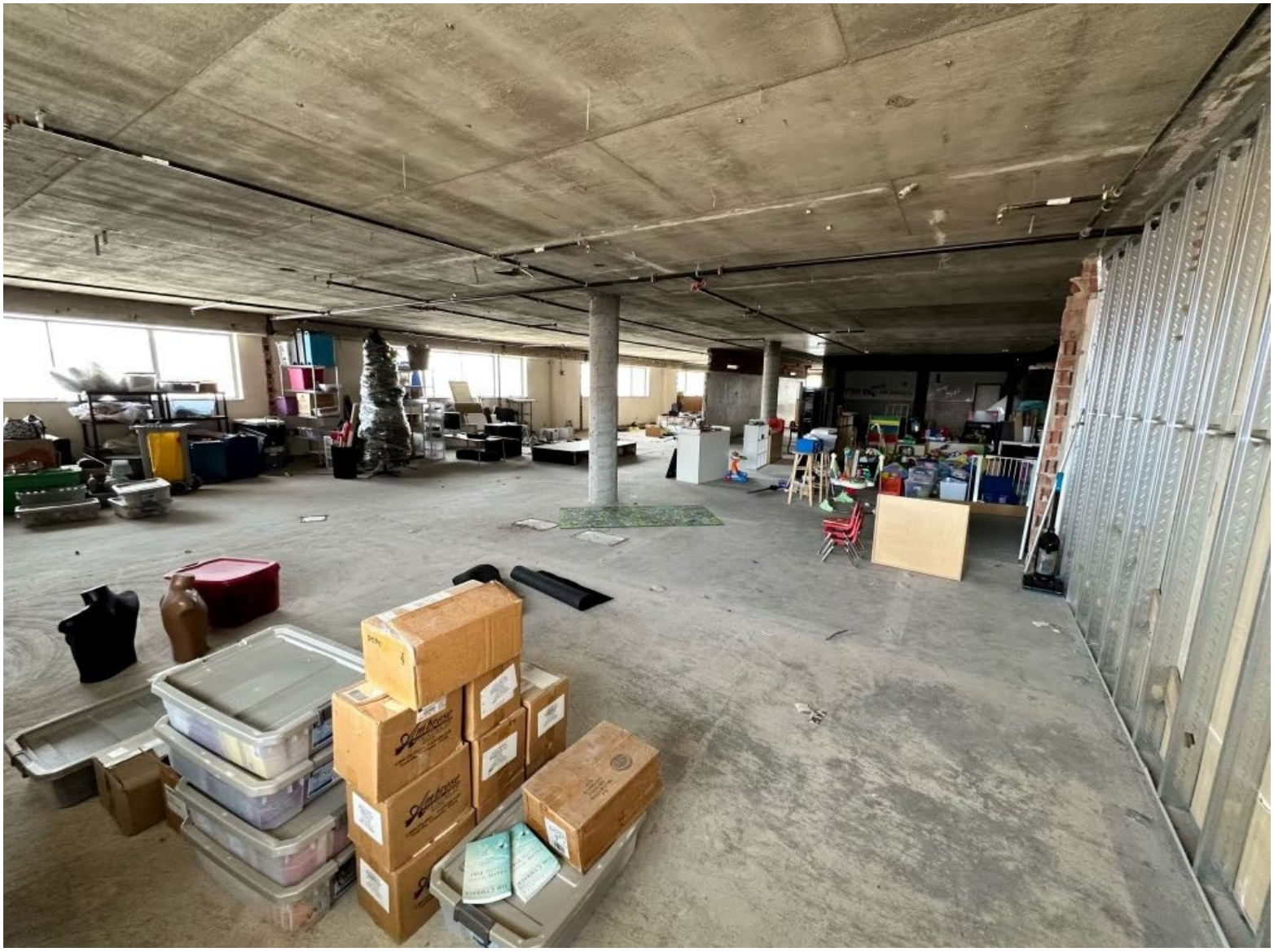
Cost Summary for The City Church Remodel 23-104 (Exported on Oct 4, 2023)	
Code	Total Costs
01-000 General Condtions	
1-040 Miscellaneous	$2,581.84
1-060 Supervision	$9,827.11
1-065 General Labor	$6,361.00
1-101 Builders Risk Insurance	$875.00
1-400 Equipment Rental	
1-410 Testing	$875.00
1-500 Chemical Toilets	$146.63
1-600 Vehicle - Gas & Oil -Rental	$700.00
1-650 Permits	$1,812.50
1-800 Cleaning & Waste Removal	
02-000 Sitework	$0.00
2-480 Landscaping	$9,070.00
03-000 Concrete	
3-250 Concrete Accessories	$1,400.00
3-800 Flat Work	$2,600.00
06-000 Wood & Plastics	
6-130 Framers - Labor	$30,965.28
6-220 Millwork	$33,457.79
6-300 Cabinetry	$3,400.00
07-000 Thermal & Moisture Protect	$0.00
7-300 Roofing	$1,225.00
08-000 Doors & Windows	
8-100 Interior Doors and Frames	$38,958.46
8-500 Windows & Screens	$55,400.00
09-000 Finishes	
9-250 Gypsum Board Systems	$800.00
9-540 Tape & Texture	$18,100.00
9-700 Special Flooring	$84,955.00
9-900 Painting	$110,800.00
Project Signage	$19,830.56
14-000 Conveying Systems	
14-200 Elevators	$91,325.00
15-000 Mechanical	
15-400 Plumbing Systems	$26,063.46
15-500 Fire Protection	$6,900.00
15-801 HVAC	$112,578.00

16-000 Electrical	
LED Wall	$35,000.00
AV Equipment	$20,000.00
Security System	$6,300.77
16-050 Basic Elecric Mat. and Method	$45,205.00
16-500 Lighting Fixtures	$847.60
Totals	**$778,361.00**

1313 13th St.














THE CITY CHURCH


THE CITY CHURCH

AI# 12137
Regular City Council Meeting 5. 6.
12/12/2023:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Children's Advocacy Center of Lubbock, located at 720 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Children's Advocacy Center of Lubbock is renovating their property at 720 Texas Avenue, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes replacement of the HVAC system.

The cost of the project is estimated to be $68,093, and the requested grant amount is $6,809. The Market Lubbock, Inc. Board of Directors approved this amount at their November 29, 2023 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $68,093, with $6,809 to be paid by Market Lubbock, Inc. upon completion with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to the Children's Advocacy Center is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – Children's Advocacy Center
11.29.23

RE 23-79

RESOLUTION APPROVING

CHILDREN'S ADVOCACY CENTER OF LUBBOCK AT 720 TEXAS AVENUE DOWNTOWN PERMTTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, November 29, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Children's Advocacy Center of Lubbock at 720 Texas Avenue. The Children's Advocacy Center at 720 Texas Ave is making improvements to the HVAC system of their property, located in the Downtown TIF. The Children's Advocacy Center of the South Plains (CACSP) is a 501 (c)(3) non-profit organization founded in 1998. All of the services offered at the CACSP are provided for free to families we serve. We provide services for children and their families who have experienced abuse and neglect. Services are provided for children from 0 to 17 years of age and their non-offending caregivers. CASP provides this service based on referrals from the Department of Family and Protective Services and Law enforcement. We serve Lubbock County and the surrounding 14 counties. We strive to provide Every Child, with Every Service and Every Effort. Our mission is to bring together community resources to speed the healing of child victims of abuse and trauma.

The scope of permittable work includes the replacement of the HVAC system totaling $68,093.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant a Downtown Permittable Grant for the Children's Advocacy Center totaling $6,809 at 720 Texas Avenue, which is in the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Dr. John Opperman, and Seconded by Director, Mr. Sonny Garza,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with the Children's Advocacy Center for improvements to the property at 720 Texas Avenue, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



720 Texas Ave

(Children's Advocacy Center of Lubbock)

TOTAL PERMITTABLE SCOPE OF WORK = $68,093

PERMITTABLE GRANT = $6,809

Downtown Grant Program
Presented to MLI Board
November 29, 2023

Project 720 Texas Ave (Permittable)

The Children's Advocacy Center at 720 Texas Ave is making improvements to the HVAC system of their property, located in the Downtown TIF.

The Children's Advocacy Center of the South Plains (CACSP) is a 501 (c)(3) non-profit organization founded in 1998. All of the services offered at the CACSP are provided for free to families we serve. We provide services for children and their families who have experienced abuse and neglect. Services are provided for children from 0- 17 years of age and their non-offending caregivers. CACSP provides this service based on referrals from the Department of Family and Protective Services and Law enforcement. We serve Lubbock County and the surrounding 14 counties. We strive to provide Every Child, with Every Service and Every Effort. Our mission is to bring together community resources to speed the healing of child victims of abuse and trauma.

The scope of permittable work includes the replacement of the HVAC system totaling $68,093.

The MLI Board is being asked to consider a Downtown Permittable Grant for the Children's Advocacy Center totaling $6,809 at 720 Texas Avenue.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects — Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 — Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	05/23/23
Projected Project Start Date	05/24/23
Project Property Address	720 Texas Ave
Property LCAD R#	97490

GENERAL INFORMATION

Company Name	Children's Advocacy Center	Contact	Derek Danner
Street Address	720 Texas Avenue	Title	Executive Director
City, State, Zip	Lubbock, Texas 79401	Phone	806-740-0251
		Email	ddanner@safeplace4kids.org

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☑ Façade ☐

Project Summary Scope

Replace HVAC units

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
HVAC	$68,093	$6,809
TOTAL	**$68,093**	**$6,809**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
501 © (3) non-profit	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Derek Danner

Date: 5/23/23 per email

AIRESERV
HEATING & AIR CONDITIONING
a neighborly company

Aire Serv® of South Plains
PO Box 53492
Lubbock, TX 79453
Phone (806) 771-2473
TACLB79188E

Estimate 74751064
Job 74746453
Estimate Date 5/24/2023
Technicians James Russell
Jeff Eade
John Brooks III

Billing Address
CACSP
720 Texas Avenue
Lubbock, TX 79401 USA

Customer PO
Job Address
CACSP
720 Texas Avenue
Lubbock, TX 79401 USA

Estimate Details

Estimate for replacing 5 gas package units : 1st Payment - $22697.63 - Prior to job starting
2nd Payment - $22697.63- Half way Done
3rd Payment - $22697.63- Completion

North east corner Unit 1 5 ton:curb dimensions: 39 3/4 by 70
Southeast corner unit 2 3 ton:transition dimensions: opening is 20 5/8 width and 22 3/4 height. Full length is 75 1/4 width is 20 5/8. 7 3/8 protruding to the right. Hole to duct is 28 3/4 length and 16 1/2 width. Second transition: 15 1/4 width and 23 5/8 on the opening of the unit. Hole going to duct: 24 3/4 width and 8 3/4 length
Middle south unit 3: 3 ton: keep transtion with no curb
Northwest unit by hatch unit 4: curb dimensions: 39 1/4 width by 69 1/2
South west unit 5 7.5 ton: curb dimensions: 52 5/8 width by 81 inches length.

Replacement Estimate:
We will use Rheem Package units for this job. All package units are in town and on an provisional purchase order being held for us at this time.
#1 with a 7.5 ton 3 phase package unit, curb adaptor, smoke alarm and sensing tube, and economizer (code upgrades that are needed for this tonnage of unit)
#2 and #4 with 5 ton phase package units and curb adaptors
#5 with a 3 ton 3 phase package unit and connect to existing transitions
#6 with a 3 ton single phase package unit and new duct transitions

All equipment will include:
Electrical Disconnects
Condensate P-traps
Control voltage connections
Start-up and Phase Rotation
Permits and inspections
5 year parts warranty
1 year labor warranty

Crane rental is free of charge
Haul away and disposal is included free of charge

This job will take approximately 4 days to complete once we start. No interruption of electrical usage inside the building will occur during this time from the installation of the units with the exception of turning off power to units individually from their breaker panel. This job will take

Task #	Description	Quantity	Your Price	Your Total
GDN-PKG-120	The GPG14M packaged gas unit includes advantages such as: • **Energy-efficient compressor** • **Aluminized steel tubular heat exchanger** • **All-aluminum evaporator coil** • **Multi-speed indoor blower motor** • **Refrigeration-grade premium copper tubing and aluminum fin condenser coil configuration** • **Heavy-gauge galvanized steel enclosure with powder-paint finish** • **Fully-insulated blower compartment** *This gas package unit includes installation and removal of old unit. Some of the options below may be required for complete installation.*	1.00	$8,755.39	$8,755.39
GDN-PKG-120	The GPG14M packaged gas unit includes advantages such as: • **Energy-efficient compressor** • **Aluminized steel tubular heat exchanger** • **All-aluminum evaporator coil** • **Multi-speed indoor blower motor** • **Refrigeration-grade premium copper tubing and aluminum fin condenser coil configuration**	1.00	$11,895.21	$11,895.21

	• **Heavy-gauge galvanized steel enclosure with powder-paint finish** • **Fully-insulated blower compartment** *This gas package unit includes installation and removal of old unit. Some of the options below may be required for complete installation.*			
GDN-PKG-150	The GPG14M packaged gas unit includes advantages such as: • **Energy-efficient compressor** • **Aluminized steel tubular heat exchanger** • **All-aluminum evaporator coil** • **Multi-speed indoor blower motor** • **Refrigeration-grade premium copper tubing and aluminum fin condenser coil configuration** • **Heavy-gauge galvanized steel enclosure with powder-paint finish** • **Fully-insulated blower compartment** *This gas package unit includes installation and removal of old unit. Some of the options below may be required for complete installation.*	2.00	$14,811.46	$29,622.92
GDN-PKG-150	The GPG14M packaged gas unit includes advantages such as: • **Energy-efficient compressor** • **Aluminized steel tubular heat exchanger** • **All-aluminum evaporator coil** • **Multi-speed indoor blower motor** • **Refrigeration-grade premium copper tubing and aluminum fin condenser coil configuration** • **Heavy-gauge galvanized steel enclosure with powder-paint finish** • **Fully-insulated blower compartment** *This gas package unit includes installation and removal of old unit. Some of the options below may be required for complete installation.*	1.00	$17,819.37	$17,819.37

Potential Savings	$0.00
Sub-Total	$68,092.89
Tax	$0.00
Total	$68,092.89

Thank you again for choosing Aire Serv® !
Remember it's never too early to have our dedicated technicians perform a maintenance on your system.

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Aire Serv® of South Plains

IMPORTANT NOTICE: You and your service professional are responsible for meeting the Terms and Conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks, nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Aire Serv Heating and Air Conditioning® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Aire Serv Heating and Air Conditioning® to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. Independently owned and operated franchise. Amount to Authorize: $68,092.89

AIRESERV®
HEATING & AIR CONDITIONING
a neighborly company

Thank you again for choosing Aire Serv; we value your business!

This invoice has been sent electronically as part of our business transaction(s) with the recipient, which the recipient has previously agreed to enter into, and to facilitate, complete or confirm such transaction(s) with the recipient.

Notice of License Requirement:
I have authority to order the work outlined above which has been satisfactorily completed. I agree that Seller retains title to the equipment/materials furnished until final payment is made as agreed. Seller can remove said equipment/materials at Seller's expense and or impose a 2% liquidation fee on the entire amount contained in the Seller/Buyer transaction. Any damage resulting from said removal shall not be the responsibility of the Seller. Regulated by the Texas Department of Licensing and Regulation PO Box 12157, Austin, TX 78711 (512) 463-6599 / (800) 803-9202

Limited Warranty:
All materials, parts, and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.

Notice of Today's Investment Pricing:
I agree that all products and services outlined above have been presented based on today's price only. By signing the above line, I acknowledge that the pricing above has been explained to me, and I understand the today's pricing, if declined today, may not be available in the future.

Independently owned and operated franchise.

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Tru Dean Realty, LLC, located at 611 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Tru Dean Realty, LLC is renovating their property at 611 Broadway, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes exterior lighting, glass, landscaping and brickwork.

The cost of the project is estimated to be $44,700, and the requested grant amount is $22,350. The Market Lubbock, Inc. Board of Directors approved this amount at their November 29, 2023 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $44,700, with $22,350 to be paid by Market Lubbock, Inc. upon completion with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Tru Dean Realty, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – Tru Dean Realty
11.29.23

RE 23-81

RESOLUTION APPROVING

TRU DEAN REALTY AT 611 BROADWAY
DOWNTOWN FAÇADE & PERMTTABLE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, November 29, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Tanner Dean and Ruben Trujillo, owners of Tru Dean Realty, LLC, who are renovating their property at 611 Broadway, located in the Downtown TIF. Tanner moved from the high trees of East Texas to the high plains of West Texas in 2012. In 2014, he met his amazing wife Mackenzie and decided together to commit to raising a family in Lubbock. In addition to his family, Tanner is passionate about investing in and caring for others and is able to do those through the career path of Real Estate. Tanner strives to live life with the utmost integrity which will undoubtedly be seen through working with him.

Faith and family are two words that are near to Ruben's heart and he is married to a supportive wife, Haley, and together they have four children. Ruben moved to Lubbock in 2009 to attend school at Texas Tech University and found himself loving Lubbock so much that he called it 'home' ever since. Ruben has a passion for helping people and has spent his career channeling that passion into helping his clients in various industries for over 15 years. In Real Estate, he has been helping families in the Lubbock area buy and sell homes since 2017.

The scope of façade work will include exterior lighting, glass, landscaping and brick work totaling $44,700 in expenses. The scope of permittable work will include demolition, electrical, and plumbing totaling $301,244 in permittable expenses. Grand total of $345,944 in expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant a Downtown Façade Grant for the Tru Dean Realty, LLC $22,350 and a Downtown Permittable Grant for $30,124 at 611 Broadway, which is in the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Dr. John Opperman, and Seconded by Director, Mr. Blake Womble, .

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Tru Dean Realty, LLC,. for improvements to the property at 611 Broadway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



611 Broadway

(Tru Dean Realty, LLC)

TOTAL SCOPE OF WORK = $345,944

TOTAL GRANTS = $52,474

TOTAL FAÇADE SCOPE OF WORK = $44,700

FAÇADE GRANT = $22,350

TOTAL PERMITTABLE SCOPE OF WORK = $301,244

PERMITTABLE GRANT = $30,124

Downtown Grant Program
Presented to MLI Board
November 29, 2023

Project 611 Broadway (Façade & Permittable)

Tanner Dean and Ruben Trujillo, owners of Tru Dean Realty, LLC, are renovating their property at 611 Broadway, located in the Downtown TIF.

Tanner moved from the high trees of East Texas to the high plains of West Texas in 2012. In 2014, he met his amazing wife Mackenzie and decided together to commit to raising a family in Lubbock. Tanner and Mackenzie have a beautiful daughter named Laken with another on the way. In addition to his family, Tanner is passionate about investing in and caring for others and is able to do those through the career path of Real Estate. Tanner strives to live life with the utmost integrity which will undoubtedly be seen through working with him.

Faith and family are two words that are near to Ruben's heart. He is married to a wonderful, supportive woman, Haley, and together they have 4 energetic young children. Ruben moved to Lubbock in 2009 to attend school at Texas Tech University and found himself loving Lubbock so much that he called it 'home' ever since. Ruben has a passion for helping people and has spent his career channeling that passion into helping his clients in various industries for over 15 years. In Real Estate, he has been helping families in the Lubbock area buy and sell homes since 2017.

The scope of façade expenses includes exterior lighting, glass, landscaping, and brick work totaling $44,700 in expenses. The scope of permittable work will include demolition, electrical, and plumbing totaling $301,244 in permittable expenses. Expense totals $345,944.

The MLI Board is being asked to consider a Downtown Façade Grant of $22,350 and a Downtown Permittable Grant of $30,124 to Tru Dean Realty, LLC at 611 Broadway.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects — Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 — Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	06/20/23
Projected Project Start Date	Estimated Aug 1, 2023
Project Property Address	611 Broadway St, Lubbock, TX 79401
Property LCAD R#	R111699

GENERAL INFORMATION

Company Name	Tru Dean Realty, LLC	Contact	Tanner Dean
Street Address	5 S. Lakeshore Drive	Title	Co-Owner / Tenant
City, State, Zip	Ransom Canyon, TX 79366	Phone	806-905-7377
		Email	tanner@clearrockrealty.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☑ Grant Type: Permittable ☑ Façade ☐

Project Summary Scope

Complete Renovation -Interior, Plumbing, Electrical, etc.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	$44,700	$22,350
Permittable	$301,244	$30,124
TOTAL	**$345,944**	**$52,474**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Tanner Dean	50%		
Ruben Trujillo	50%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Tanner Dean per email

Date: 6/20/2023

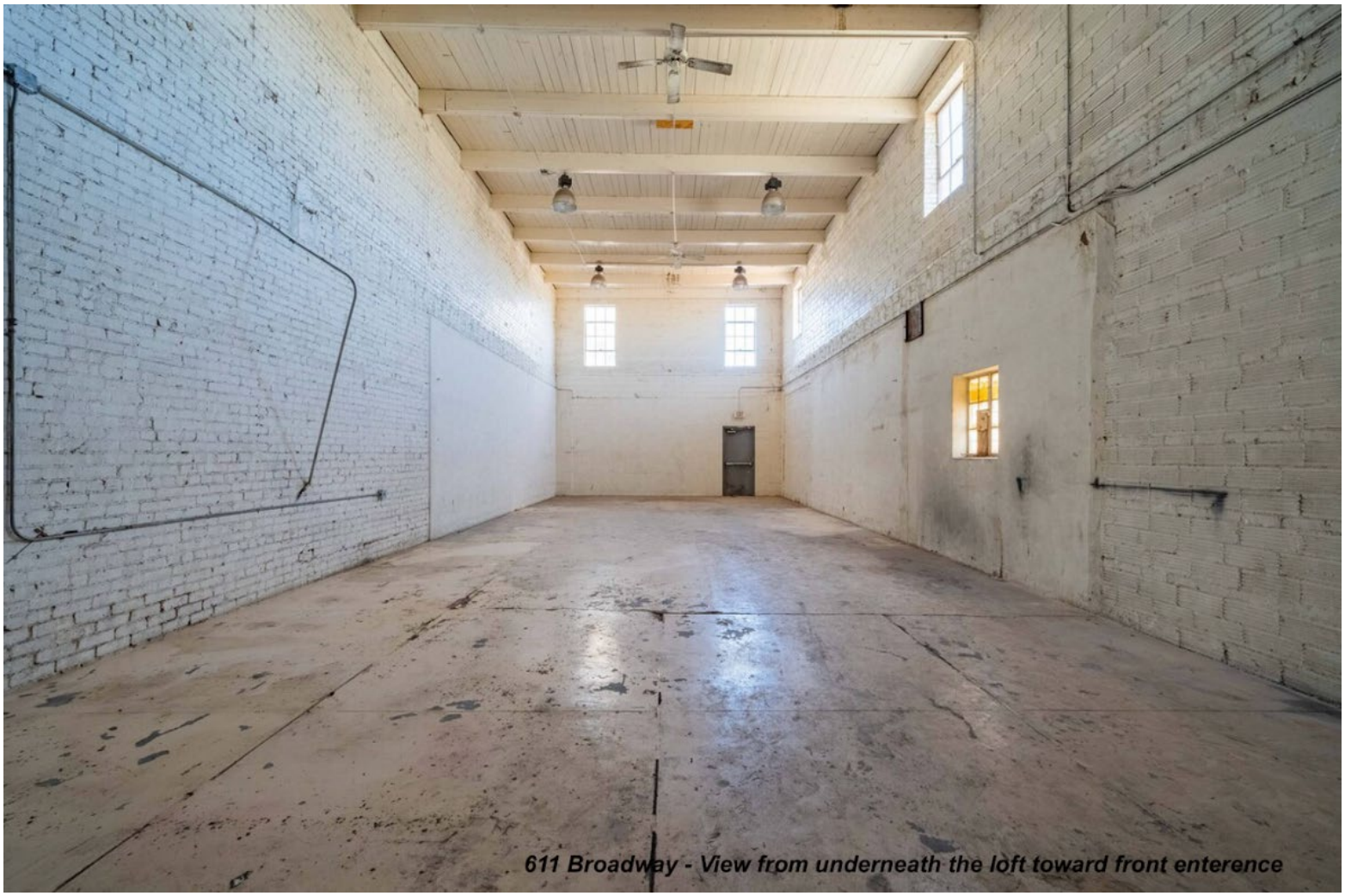
611 Broadway – Before Pics







611 Broadway - Entrence View



611 Broadway - View from underneath the loft toward front enterence


611 Broadway - 1st floor


611 Broadway - 1st Floor



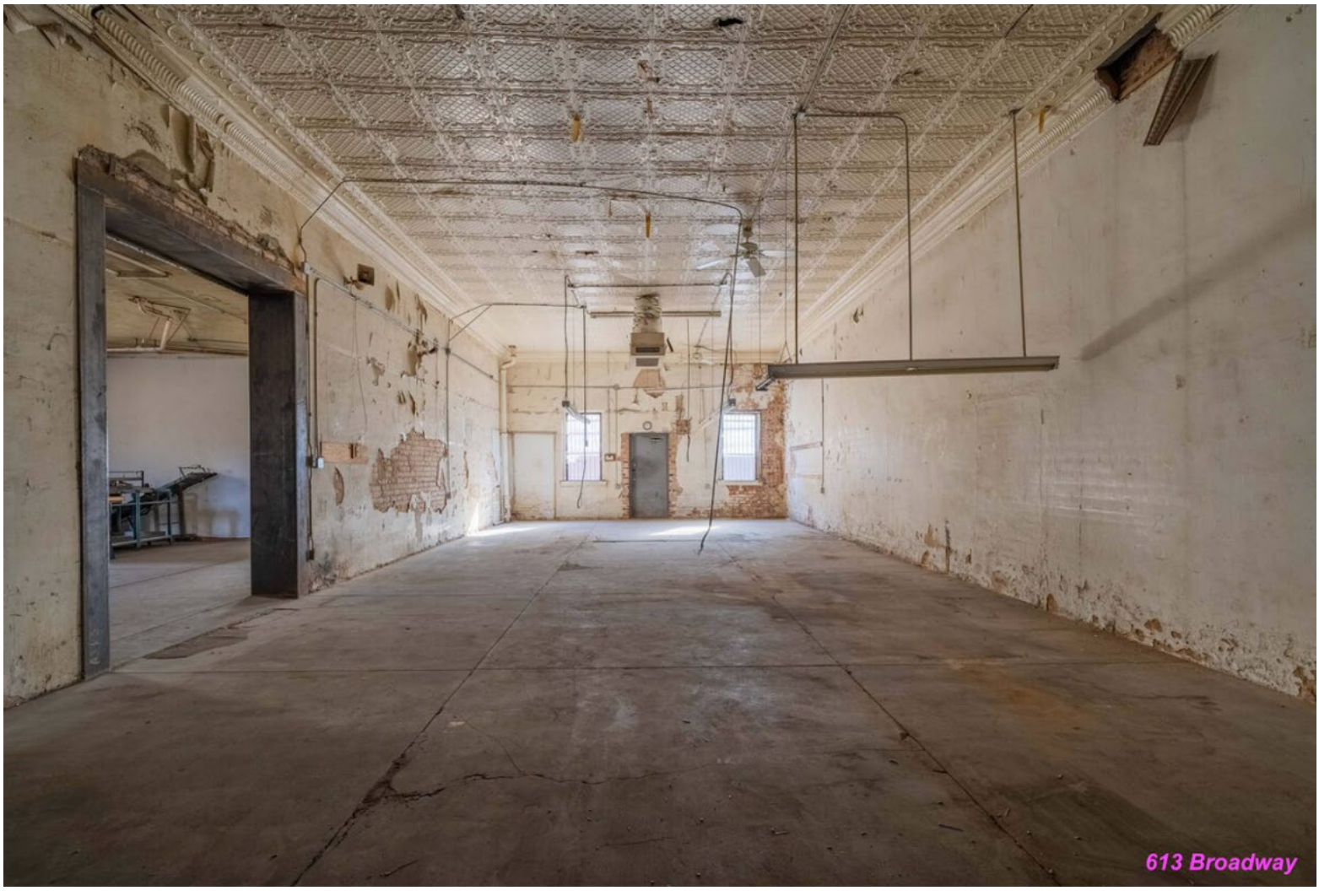
611 Broadway - Back Hallway



611 Broadway - Upstairs Loft



611 Broadway - Upstairs Loft


613 Broadway

611 Broadway - Renderings

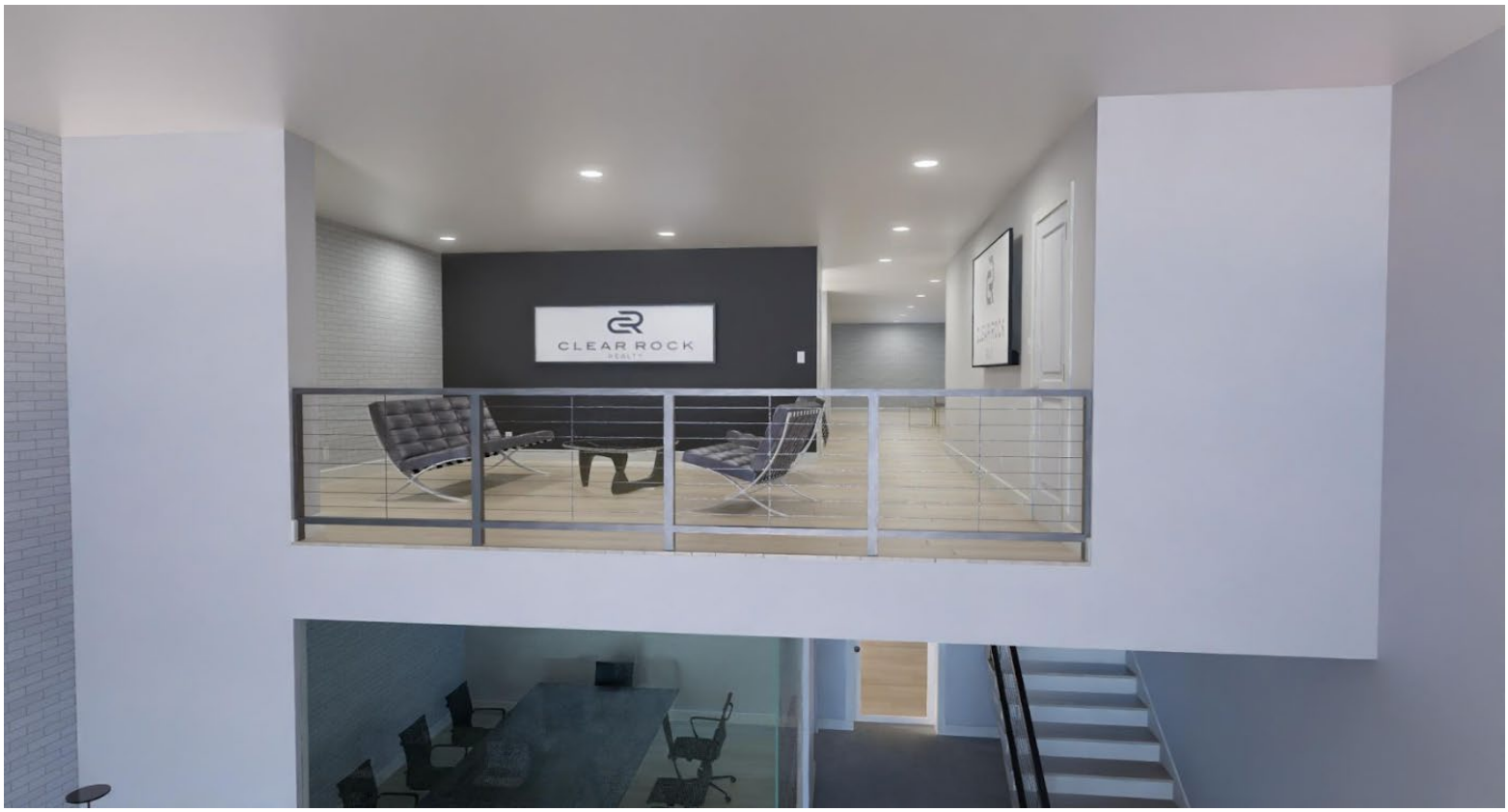


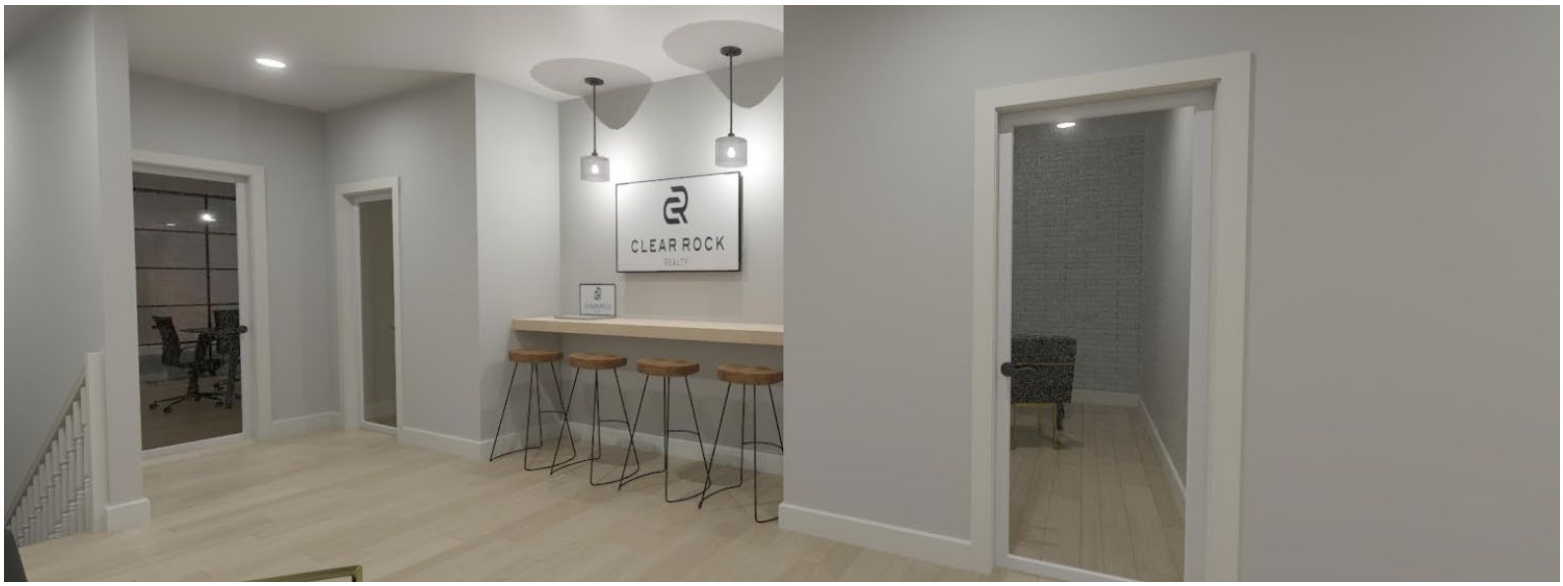


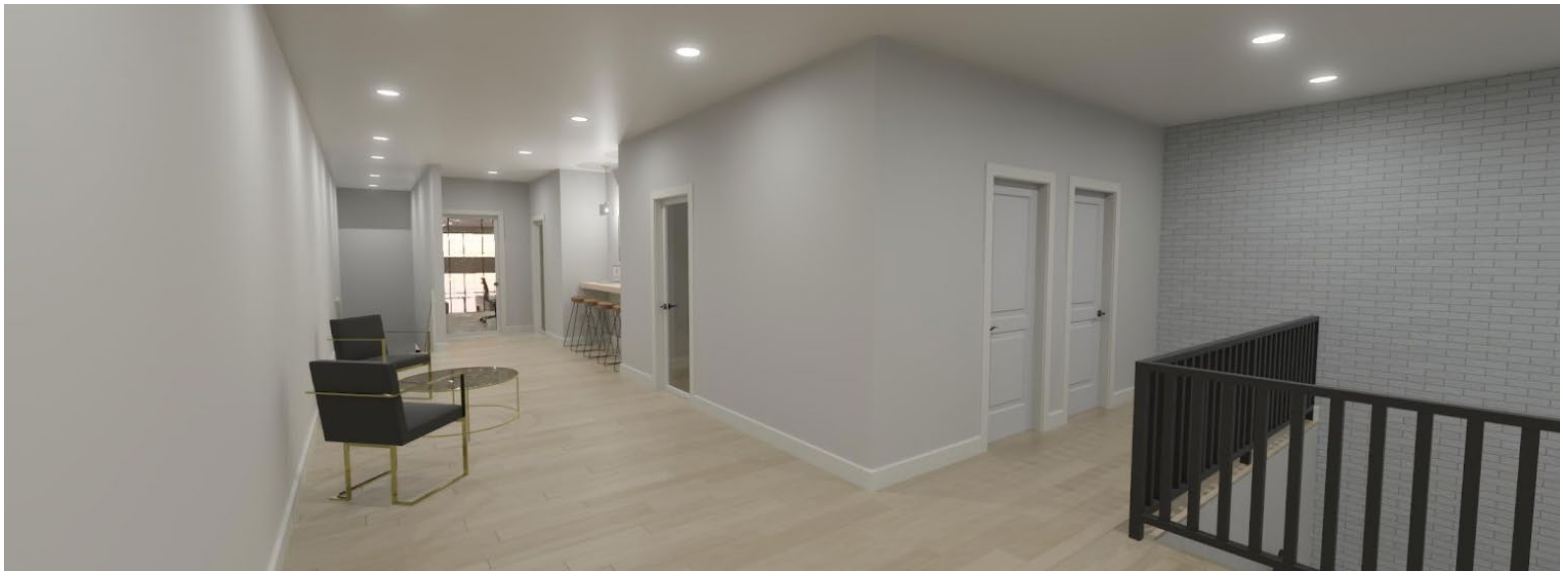

CLEAR ROCK
REALTY




CLEAR ROCK
REALTY


CLEAR ROCK
REALTY


CLEAR ROCK
REALTY



611 Broadway – Permittable Plans

Clear Rock Remodel

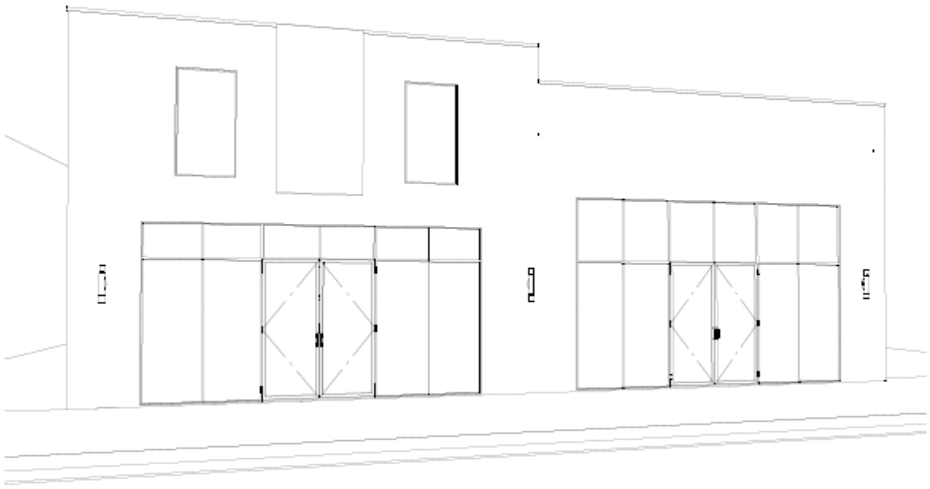


Table of Contents

LABEL	TITLE
G-001	PROJECT INFORMATION, CODES
A-101	1ST FLOOR REMODEL FLOOR PLAN
A-102	2ND FLOOR REMODEL FLOOR PLAN
A-103	DIMENSIONED REMODEL FLOOR PLAN
A-104	2ND FLOOR DIMENSIONED REMODEL FLOOR PLAN
E-101	1ST AND 2ND FLOOR ELECTRICAL REMODEL PLAN
P-101	1ST AND 2ND FLOOR PLUMBING PLANS

Building Square Footages

Living Area (A/C Sq.Ft.)	Over Frame
611 Broadway:	
1st Floor	2,681 sqft
2nd Floor	1,213 sqft
Total LIR	3,894 sqft
613 Broadway:	
1st Floor	2,777 sqft
Total LIR	2,777 sqft

*Note: All living areas calculated to the outside frame wall

Building Code Data

BUILDING CODE:
INTERNATIONAL COMMERCIAL CODE, 2015 EDITION AND THE LATEST EDITION OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TX

LOCALITY:
611 & 613 Broadway

USE:
COMMERCIAL

TYPE OF CONSTRUCTION:
COMMERCIAL REMODEL

STORIES:
Two (2) FOR 611 ONE (1) FOR 613

BUILDER INFORMATION:

Clear Rock Remodel

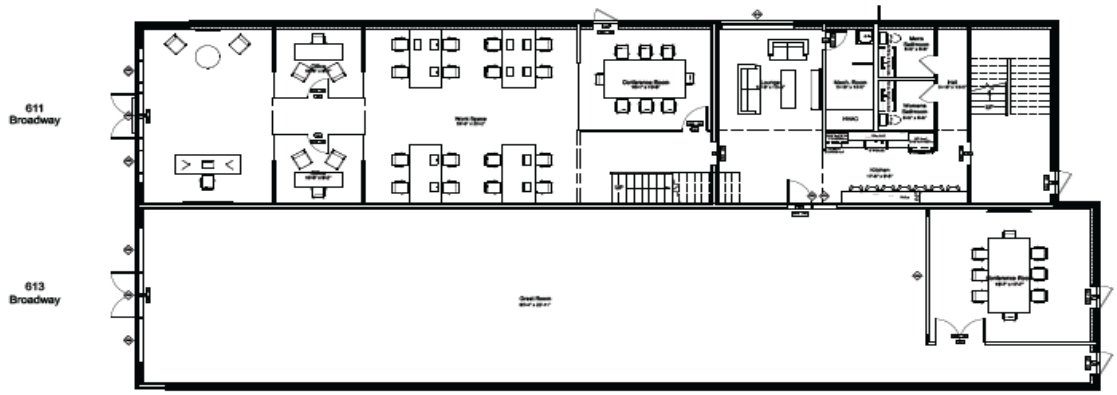
SHEET NAME:
Project Information, Codes

Revision Table

Number	Date	Revised By	Description

PROJECT NAME	
611 Broadway	
PLAN #	DATE
	10/9/2023
SHEET	SCALE
G-001	3/16"-1'-0"

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1st Floor Remodeled Plan
scale: 3/16"=1'-0"

BUILDER INFORMATION:

Clear Rock Remodel

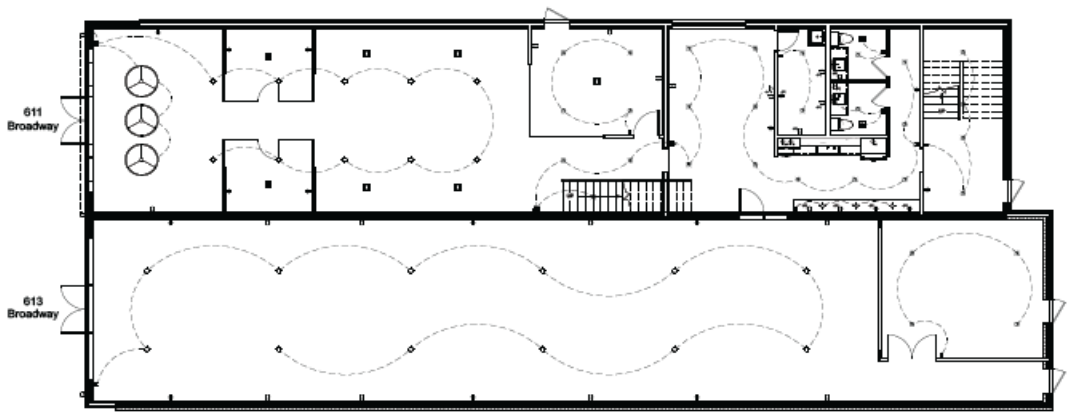
SHEET NAME:
1st Floor Remodel Floor Plan

Revision Table

Number	Date	Revised By	Description

PROJECT NAME	
611 Broadway	
PLAN #	DATE
	10/9/2023
SHEET	SCALE
A-101	3/16"-1'-0"

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1st Floor Remodel Electrical Floor Plan

ELECTRICAL NOTES:

ALL EXTERIOR ELECTRICAL RECEPTACLES / OUTLETS AND FIXTURES TO BE WEATHER-PROOF.

VERIFY CABLE AND TELEPHONE JACK LOCATIONS PRIOR TO INSTALLATION

VERIFY APPLIANCE AND EQUIPMENT ELECTRICAL REQUIREMENTS

VERIFY EXTERIOR MOUNTED EQUIPMENT ELECTRICAL AND RECEPTACLE / OUTLET REQUIREMENTS (SPRINKLER SYSTEM, PWHIRLPOOL TUB, ETC.).

PROVIDE ELECTRONIC EYE AND / OR SAFETY DEVICE ON ALL GARAGE DOORS.

ELECTRICAL AND LIGHTING LAYOUT IS REFERENCE ONLY. FINAL LAYOUT TO BE VERIFIED BY BUILDER PRIOR TO PERFORMING WORK.

ALL SWITCHES PLACED AT 48" A.F.F. UNLESS SPECIFIED DIFFERENTLY.

WALL PLUGS AT 18" A.F.F. TO CENTER OF BOX UNLESS SPECIFIED DIFFERENTLY.

PLUGS OVER COUNTER TOPS AT 42" A.F.F. TO BOTTOM OF BOX.

VANITY PLUGS AT 42" A.F.F. TO BOTTOM OF BOX AND 9" FROM INSIDE CORNER.

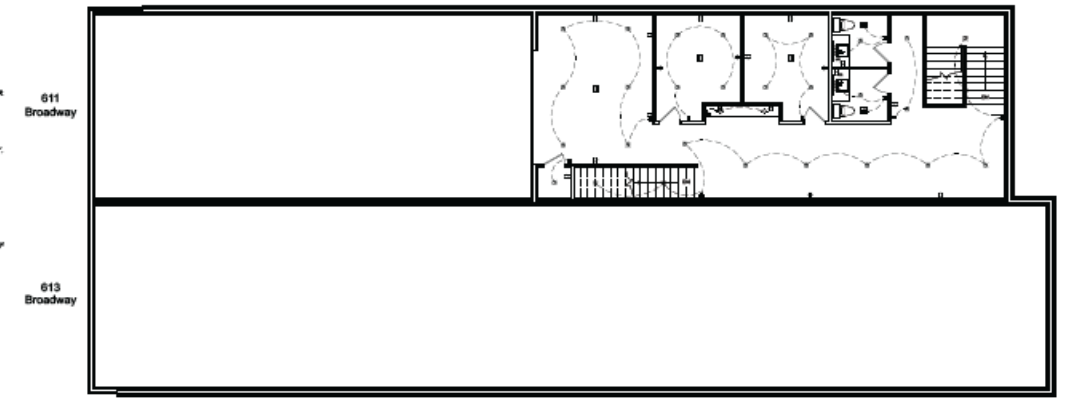
DESIGNED BY:

COMPANY NAME: _____

OWNER NAME: _____

LICENSE NUMBER: _____

SIGNATURE: _____



2nd Floor Remodel Electrical Floor Plan

BUILDER INFORMATION:

Clear Rock Remodel

SHEET NAME:

1st and 2nd Floor Electrical Remodel Plan

Revision Table

Number	Date	Revised By	Description

PROJECT NAME	
611 Broadway	
PLAN #	DATE
	10/9/2023
SHEET	SCALE
E-101	3/16"-1'-0"

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GENERAL PLUMBING NOTES:

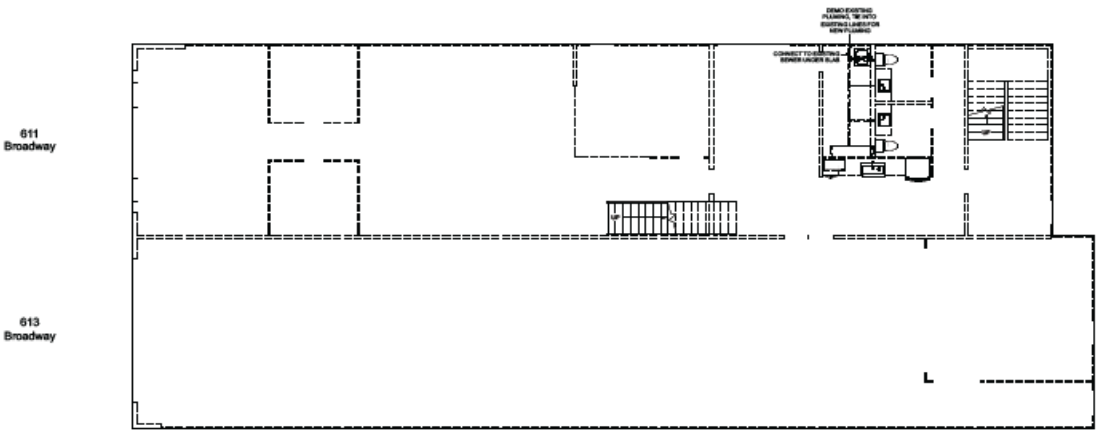
ALL PLUMBING TO BE INSTALLED ACCORDING TO LOCAL AND NATIONAL GOVERNING CODES

ALL DIMENSIONS TO CENTER OF WALL DIRECTLY BEHIND FIXTURE. CIRCLE REPRESENT THIS INTERSECTION. ALL FINAL LOCATIONS IN SLAB TO BE VERIFIED WITH CONTRACTOR BEFORE SLAB IS POURED.

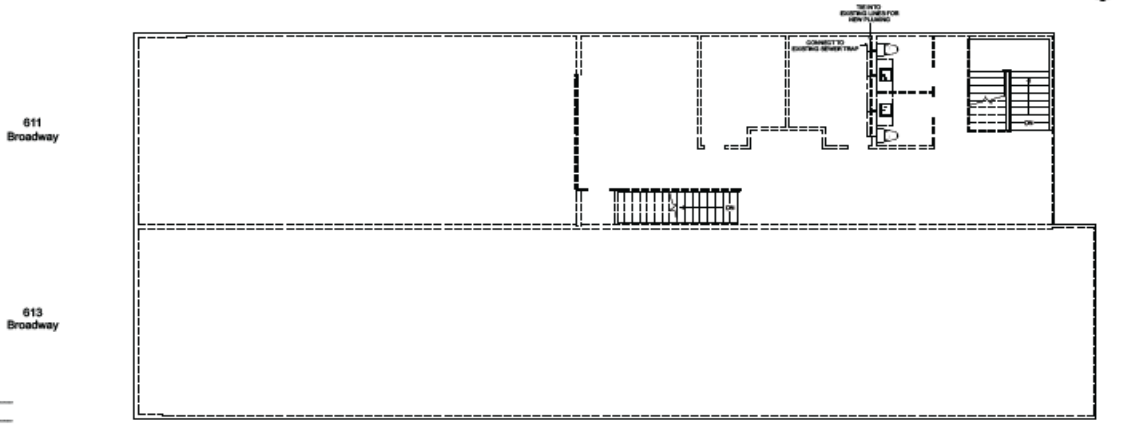
SEE DIMENSIONED FLOOR PLAN FOR FURTHER REFERENCE.

ADJUST VENT PIPES TO CLEAR VANITY LIGHTS IF NEEDED.

CONTRACTOR TO FIELD VERIFY FORM LOCATIONS AND STEP-DOWNS PRIOR TO POURING OF CONCRETE. REFERENCE DIMENSIONED FLOOR PLAN AND PLUMBING PLAN TO VERIFY PLUMBING AND STEP-DOWN LOCATIONS.



1st Floor Plumbing Plan



2nd Floor Plumbing Plan

DESIGNED BY:

COMPANY NAME: _____

OWNER NAME: _____

LICENSE NUMBER: _____

SIGNATURE: _____

BUILDER INFORMATION:

Clear Rock Remodel

SHEET NAME:

1st and 2nd Floor Plumbing Plans

Revision Table

Number	Date	Revised By	Description

PROJECT NAME	
611 Broadway	
PLAN #	DATE
	10/9/2023
SHEET	SCALE
P-101	3/16"-1'-0"

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To whom it may concern,
Attached is our Good Faith Estimate for our remodel at 611 & 613 Broadway for Clear Rock Realty.

If you have any questions or concerns, please feel free to reach out to me!

Thank you,

Jason Nesloney
Nesloney Homes, LLC
www.nesloneyconstruction.com
nesloneyhomes@gmail.com
806.620.3031

Clear Rock Office Remodel Proposed Budget			611 Broadway Ave., Lubbock, TX 79401
Items	Vendor of Services	Estimated Cost	Notes
City Permitting			
City Permitting	COL	$ 1,500.00	
Impact Fees	COL	$ 1,663.00	
Utility Construction			
Electric	LP&L	$ 1,000.00	Metering Fees/Rerouting Power Supply
Temporary Utilities	LP&L	$ 2,000.00	
Design Consultant Fees			
Architectural Design/Plans	Nesloney Commercial	$ 1,000.00	
Dumpsters/Trash Hauling			
Dumpsters/Trash Hauling	A&L Disposal	$ 1,200.00	
Construction Cleanup			
Construction Cleanup	TBD	$ 1,500.00	
Portable Toilets			
Portable Toilets	Clean Can Portable Toilets	$ 750.00	
Landscaping			
Landscaping	Mission Service Company	$ 3,200.00	
Signage			
Exterior Signage	TBD	$ 3,500.00	
Metal			
Metalwork at Stairs	Nesloney Commercial	$ 5,000.00	
Concrete			
Patch Plumbing Sawcut Removals	LR Cabrera	$ 1,000.00	
Prep Concrete	Zachary Watkins	$ 8,500.00	
Polish Concrete	TBD	$ 8,500.00	
Masonry Patches/Mortar Repairs			
Brick Labor & Materials	West Texas Elite Masonry	$ 2,000.00	Pointing up Mortar
Stucco Patch on NE Side	West Texas Elite Masonry	$ 3,000.00	
Framing			
Framing	Nesloney Commercial	$ 5,000.00	
Lumber			
Lumber Package	McCoy's Building Supply	$ 4,000.00	
Cabinets/Trim labor/Trim material			
Cabinets	TTT Construction	$ 5,000.00	Budget for Prefinished Acrylic Cabinets at Kitchen
Trim Labor	TBD	$ 3,000.00	Budget Item for Kitchen Sitting and Loft Sitting Tabletops
Countertop			
Countertop Materials & Labor	Jose Trillo	$ 2,000.00	Breakroom Countertop
Hardware Install			
Hardware Install	TTT/Nesloney Commercial	$ 500.00	
Hardware Materials	Dement	$ 1,000.00	
Roofing			
Roofing	Thermashield	$ 11,600.00	
New Gutters	Thermashield	$ 3,000.00	TBD
Cable Railing			
Cable Railing Material	TBD	$ 4,000.00	Stairwell and Upstairs Lounge
Cable Railing Install	Nesloney Commercial	$ 2,500.00	
Windows/Glass			
Storefront Glass	Glass Gurus	$ 6,000.00	Storefront at Lounge
Conference & Office Glass - Lower Level	Glass Gurus	$ 15,000.00	Let's see what we can get for $15k
Stucco Patch on NE Side	Glass Gurus	$ 8,000.00	
Doors			
Side/Back Door	TBD	$ 3,000.00	
Interior Doors	McCoys/84	$ 4,418.00	
Specialties			
Bathroom Hardware & Grab Bars Material	A+ Openings and Solutions	$ 1,000.00	
Bathroom Hardware & Grab Bars Labor	TBD	$ 500.00	
Room Signage/Glass Decals	Signs on the Go	$ 500.00	
Sheetrock/Finishes			
Sheetrock/Drywall Finishes	Pedro Sepeda	$ 8,500.00	
Tile & Backsplash Labor/Materials			
Restroom Tile & Backsplash Labor	Robert Rybak	$ 6,500.00	Tile wainscot @ back wall and floor at 4 bathrooms; Backsplash @ Breakroom
Tile Materials	Yates Flooring Center	$ 4,500.00	Budget Allowance Item
Carpet Tile/LVT			
Vinyl & Cove Base Labor	Robert Rybak	$ 4,500.00	Loft Carpet Tile - or LVT- Flooring; Cove Base on sheetrock walls
Vinyl & Cove Base Materials	Yates Flooring Center	$ 4,500.00	20 mil Vinyl throughout office @ $2/SF w/ waste
Paint/cleaning			
Interior Paint	Pedro Sepeda	$ 10,000.00	One color for walls/ceilings, no cabinets or trim paint
Electrical Labor/Materials			
Rough In	TBD	$ 9,250.00	
Electrical Final	TBD	$ 9,250.00	
Audio/Visual/Security			
Audio/Visual/Security	Upper Room Security Solutions	$ 2,000.00	Budget for Basic Wiring to Media Panel in Mechanical Room
Plumbing			
Rough In Plumbing	J Stone Service	$ 4,000.00	
Top Out	J Stone Service	$ 4,000.00	
Trim Final	J Stone Service	$ 4,000.00	
Plumbing Fixtures			
Plumbing Fixtures	Ferguson Enterprises	$ 2,500.00	$982.61 for 4 lav fauc/upper vanity sinks; $770 for low vanity sinks
HVAC			
HVAC	TBD	$ 22,400.00	One 5 ton and one 3 ton all electric setup
Cleaning			
Construction Clean/Final Clean	TBD	$ 1,500.00	
Allowances			
Equipment Rental	TBD	$ 4,000.00	
Breakroom Appliances	Ferguson Enterprises	$ 4,000.00	Fridge, Microwave, Dishwasher
Exterior Lighting	TBD	$ 500.00	
Interior Lighting	Dement/Online	$ 3,000.00	

OH&P		
OH&P	Nesloney Commercial/Dynamic Homes	$ 15,750.00
Total Projected Costs		$ 249,981.00
Original Estimated Total		$ 250,000.00
Delta		$ 19.00

Clear Rock Office Remodel Proposed Budget			613 Broadway Ave., Lubbock, TX 79401
Items	Vendor of Services	Estimated Cost	Notes
City Permitting			
City Permitting	COL	$ 1,500.00	
Impact Fees	COL	$ 1,663.00	
Concrete			
Polish Concrete	TBD	$ 4,000.00	
Masonry Patches/Mortar Repairs			
Brick Labor & Materials	West Texas Elite Masonry	$ 2,500.00	
Framing			
Framing	Nesloney Commercial	$ 5,000.00	
Lumber			
Lumber Package	McCoy's Building Supply	$ -	From 611
Roofing			
Roofing	Thermashield	$ 10,000.00	
Windows/Glass			
Conference Room Glass	Glass Gurus	$ 6,000.00	
Storefront Glass	Glass Gurus	$ 7,500.00	Storefront to Breakroom Area
Doors			
Back Door	A+ Opening Solutions	$ 2,000.00	
Interior Doors	TBD	$ -	From 611
Sheetrock/Finishes			
Sheetrock/Drywall Finishes	Pedro Sepeda	$ 4,500.00	
Suspended Ceilings			
Suspended Ceilings M&L	Nesloney Commercial	$ 5,700.00	
Paint/cleaning			
Interior Paint	Pedro Sepeda	$ 4,000.00	One color for ceilings, one color for walls
Electrical Labor/Materials			
Rough In	TBD	$ 7,500.00	
Electrical Final	TBD	$ 7,500.00	
HVAC			
HVAC	TBD	$ 17,400.00	One 5 ton and one 3 ton all electric setup
Cleaning			
Construction Clean/Final Clean	TBD	$ 1,200.00	
Allowances			
Exterior Lighting	TBD	$ 500.00	
Interior Lighting	Dement/Online	$ 1,500.00	
OH&P			
OH&P	Nesloney Homes/Dynamic Homes	$ 10,000.00	
Total Projected Costs		$ 99,963.00	
Original Estimated Total		$ 100,000.00	
Delta		$ 37.00	

Grand Total = $349,944
Subtract Appliances ($4,000) = $345,944
FACADE (yellow) = $44,700
PERMITTABLE = $301,244

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Tru Dean Realty, LLC, located at 611 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Tru Dean Realty, LLC is renovating their property at 611 Broadway, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes demolition, electrical and plumbing work.

The cost of the project is estimated to be $301,244, and the requested grant amount is $30,124. The Market Lubbock, Inc. Board of Directors approved this amount at their November 29, 2023 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $301,244, with $30,124 to be paid by Market Lubbock, Inc. upon completion with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to the Tru Dean Realty, LLC is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – Tru Dean Realty
11.29.23

RE 23-81

RESOLUTION APPROVING

TRU DEAN REALTY AT 611 BROADWAY
DOWNTOWN FAÇADE & PERMTTABLE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, November 29, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Tanner Dean and Ruben Trujillo, owners of Tru Dean Realty, LLC, who are renovating their property at 611 Broadway, located in the Downtown TIF. Tanner moved from the high trees of East Texas to the high plains of West Texas in 2012. In 2014, he met his amazing wife Mackenzie and decided together to commit to raising a family in Lubbock. In addition to his family, Tanner is passionate about investing in and caring for others and is able to do those through the career path of Real Estate. Tanner strives to live life with the utmost integrity which will undoubtedly be seen through working with him.

Faith and family are two words that are near to Ruben's heart and he is married to a supportive wife, Haley, and together they have four children. Ruben moved to Lubbock in 2009 to attend school at Texas Tech University and found himself loving Lubbock so much that he called it 'home' ever since. Ruben has a passion for helping people and has spent his career channeling that passion into helping his clients in various industries for over 15 years. In Real Estate, he has been helping families in the Lubbock area buy and sell homes since 2017.

The scope of façade work will include exterior lighting, glass, landscaping and brick work totaling $44,700 in expenses. The scope of permittable work will include demolition, electrical, and plumbing totaling $301,244 in permittable expenses. Grand total of $345,944 in expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant a Downtown Façade Grant for the Tru Dean Realty, LLC $22,350 and a Downtown Permittable Grant for $30,124 at 611 Broadway, which is in the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Dr. John Opperman, and Seconded by Director, Mr. Blake Womble, .

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Tru Dean Realty, LLC,. for improvements to the property at 611 Broadway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



611 Broadway

(Tru Dean Realty, LLC)

TOTAL SCOPE OF WORK = $345,944

TOTAL GRANTS = $52,474

TOTAL FAÇADE SCOPE OF WORK = $44,700

FAÇADE GRANT = $22,350

TOTAL PERMITTABLE SCOPE OF WORK = $301,244

PERMITTABLE GRANT = $30,124

Downtown Grant Program
Presented to MLI Board
November 29, 2023

Project 611 Broadway (Façade & Permittable)

Tanner Dean and Ruben Trujillo, owners of Tru Dean Realty, LLC, are renovating their property at 611 Broadway, located in the Downtown TIF.

Tanner moved from the high trees of East Texas to the high plains of West Texas in 2012. In 2014, he met his amazing wife Mackenzie and decided together to commit to raising a family in Lubbock. Tanner and Mackenzie have a beautiful daughter named Laken with another on the way. In addition to his family, Tanner is passionate about investing in and caring for others and is able to do those through the career path of Real Estate. Tanner strives to live life with the utmost integrity which will undoubtedly be seen through working with him.

Faith and family are two words that are near to Ruben's heart. He is married to a wonderful, supportive woman, Haley, and together they have 4 energetic young children. Ruben moved to Lubbock in 2009 to attend school at Texas Tech University and found himself loving Lubbock so much that he called it 'home' ever since. Ruben has a passion for helping people and has spent his career channeling that passion into helping his clients in various industries for over 15 years. In Real Estate, he has been helping families in the Lubbock area buy and sell homes since 2017.

The scope of façade expenses includes exterior lighting, glass, landscaping, and brick work totaling $44,700 in expenses. The scope of permittable work will include demolition, electrical, and plumbing totaling $301,244 in permittable expenses. Expense totals $345,944.

The MLI Board is being asked to consider a Downtown Façade Grant of $22,350 and a Downtown Permittable Grant of $30,124 to Tru Dean Realty, LLC at 611 Broadway.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects — Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 — Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	06/20/23
Projected Project Start Date	Estimated Aug 1, 2023
Project Property Address	611 Broadway St, Lubbock, TX 79401
Property LCAD R#	R111699

GENERAL INFORMATION

Company Name	Tru Dean Realty, LLC	Contact	Tanner Dean
Street Address	5 S. Lakeshore Drive	Title	Co-Owner / Tenant
City, State, Zip	Ransom Canyon, TX 79366	Phone	806-905-7377
		Email	tanner@clearrockrealty.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☑ Grant Type: Permittable ☑ Façade ☐

Project Summary Scope

Complete Renovation -Interior, Plumbing, Electrical, etc.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	$44,700	$22,350
Permittable	$301,244	$30,124
TOTAL	**$345,944**	**$52,474**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Tanner Dean	50%		
Ruben Trujillo	50%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Tanner Dean per email

Date: 6/20/2023

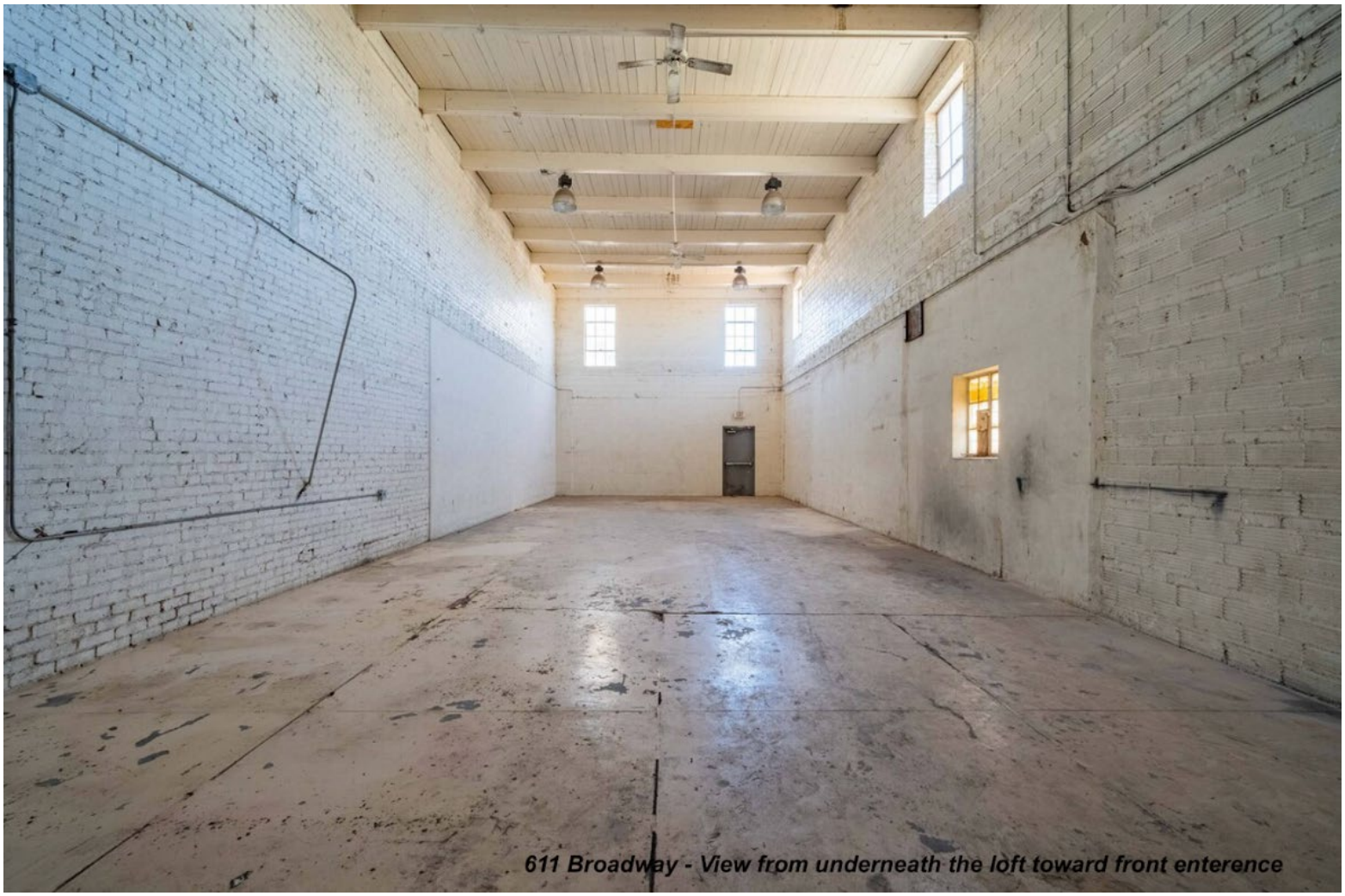
611 Broadway – Before Pics







611 Broadway - Entrence View



611 Broadway - View from underneath the loft toward front enterence


611 Broadway - 1st floor


611 Broadway - 1st Floor



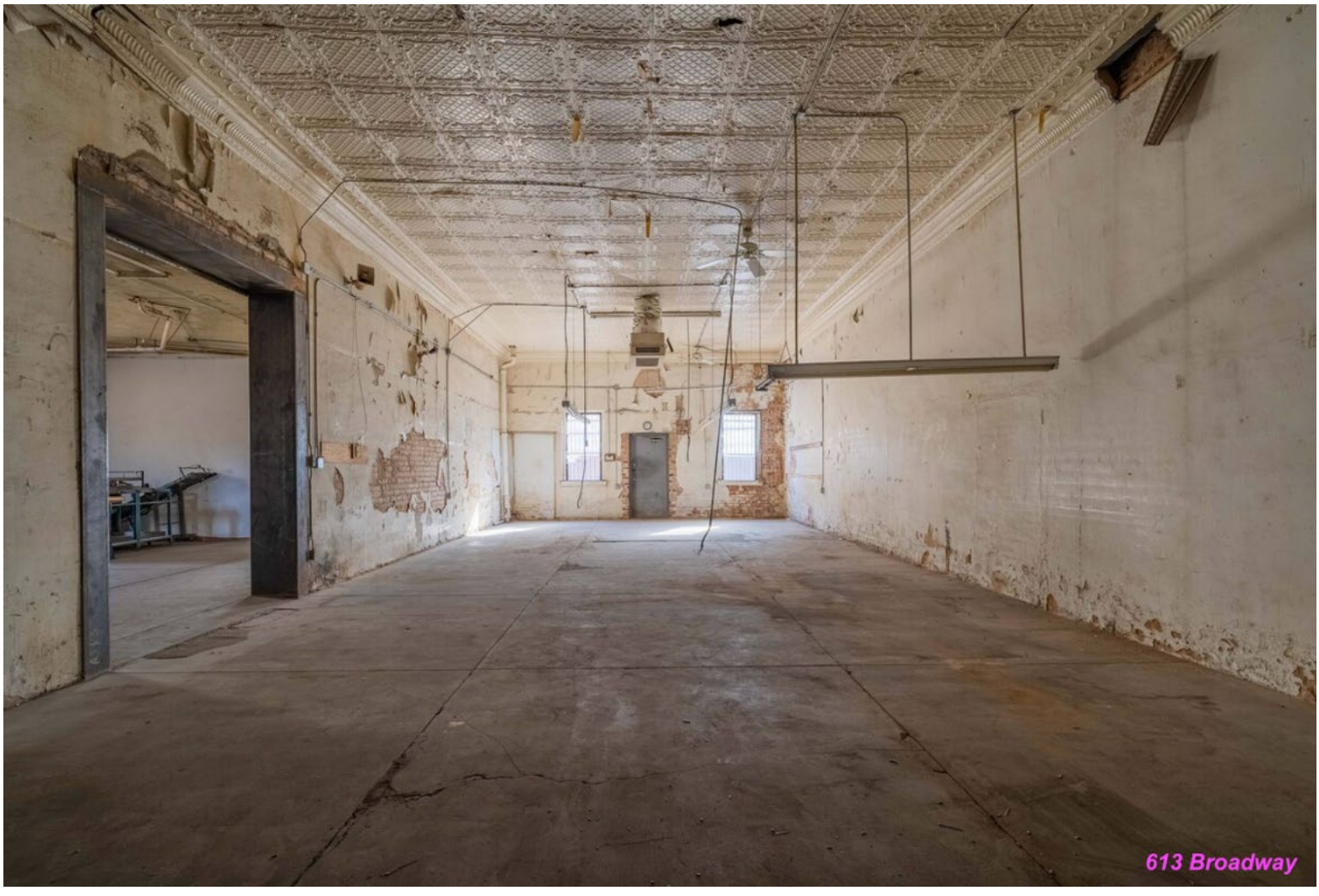
611 Broadway - Back Hallway



611 Broadway - Upstairs Loft



611 Broadway - Upstairs Loft


613 Broadway

611 Broadway - Renderings

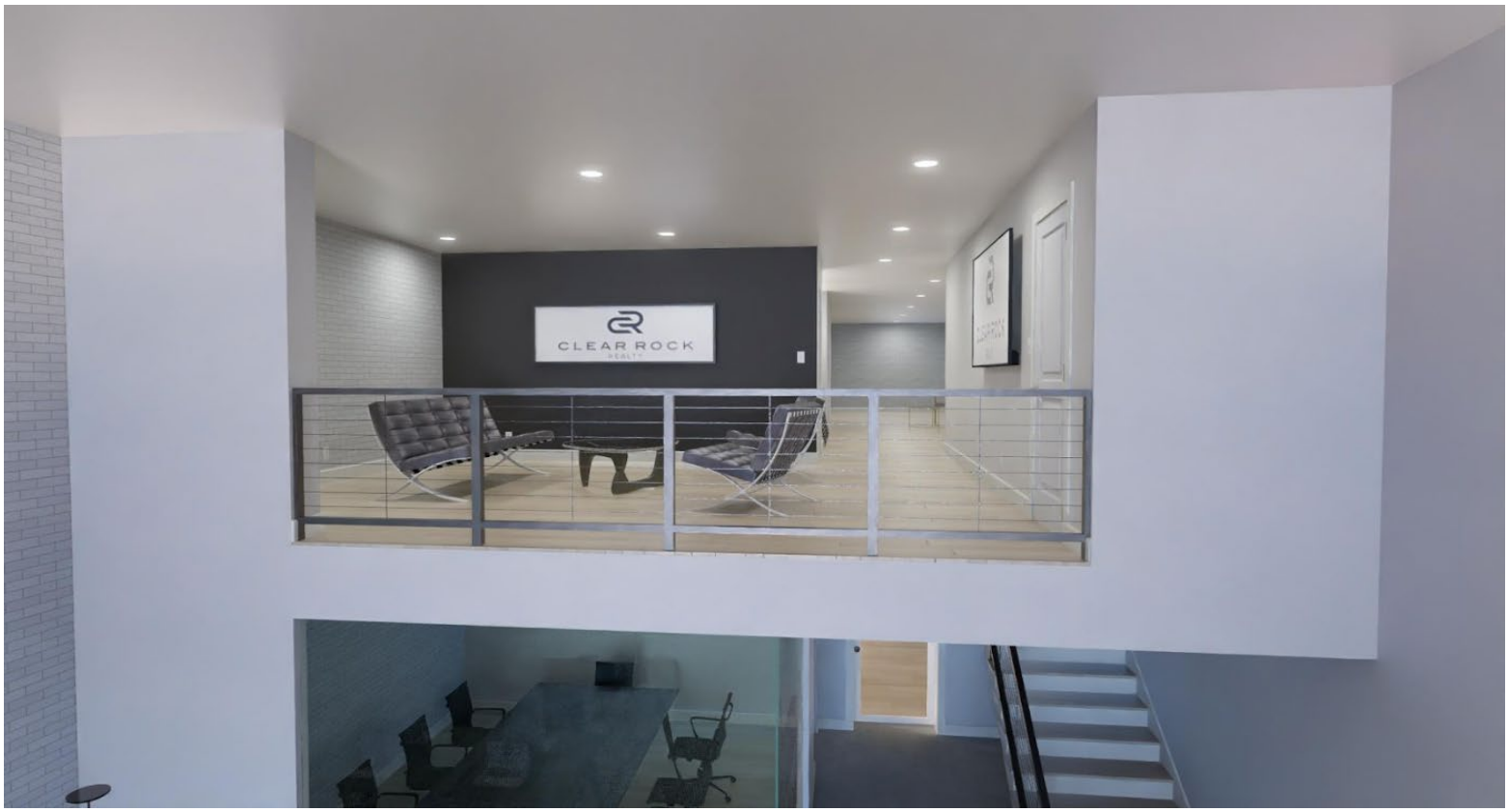


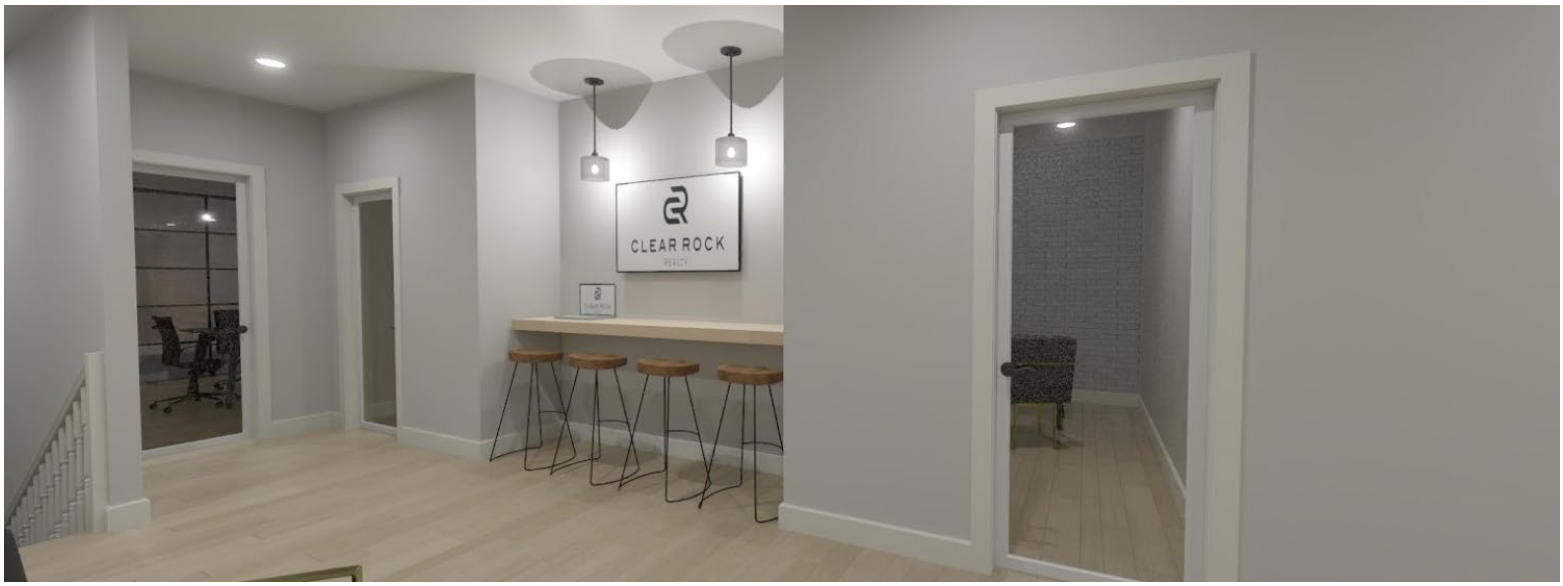


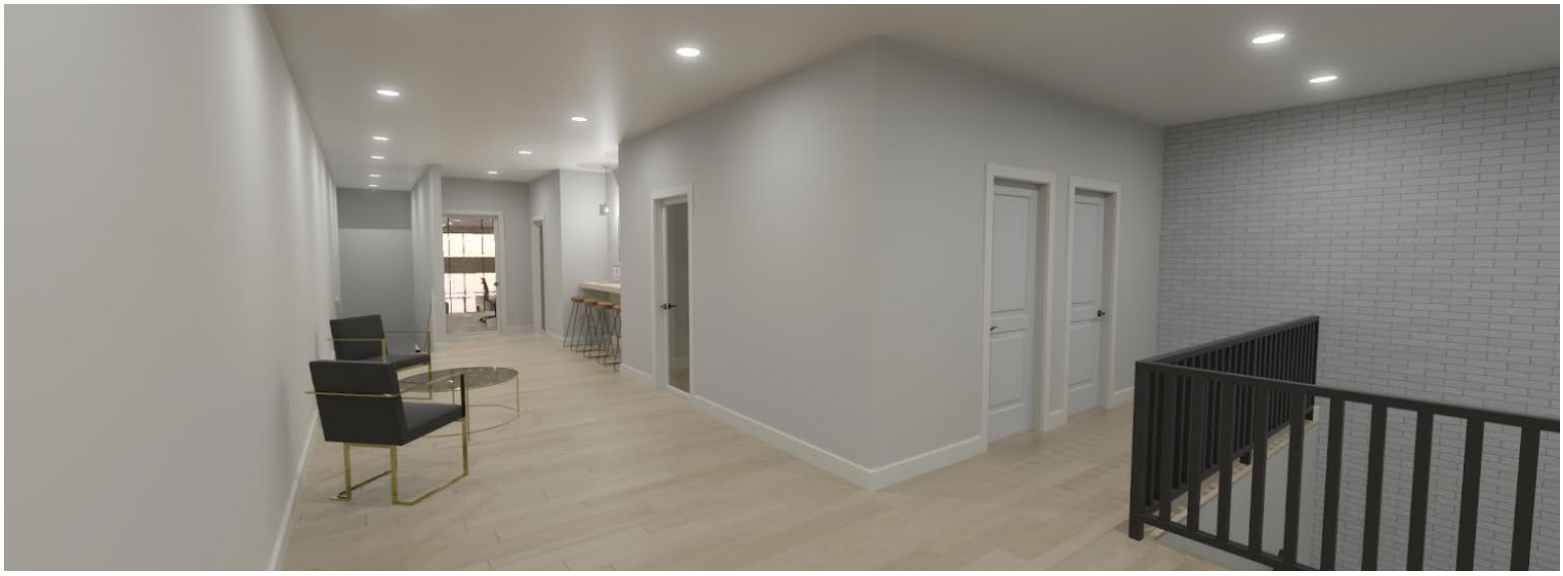

CLEAR ROCK
REALTY




CLEAR ROCK
REALTY


CLEAR ROCK
REALTY


CLEAR ROCK
REALTY



611 Broadway – Permittable Plans

Clear Rock Remodel

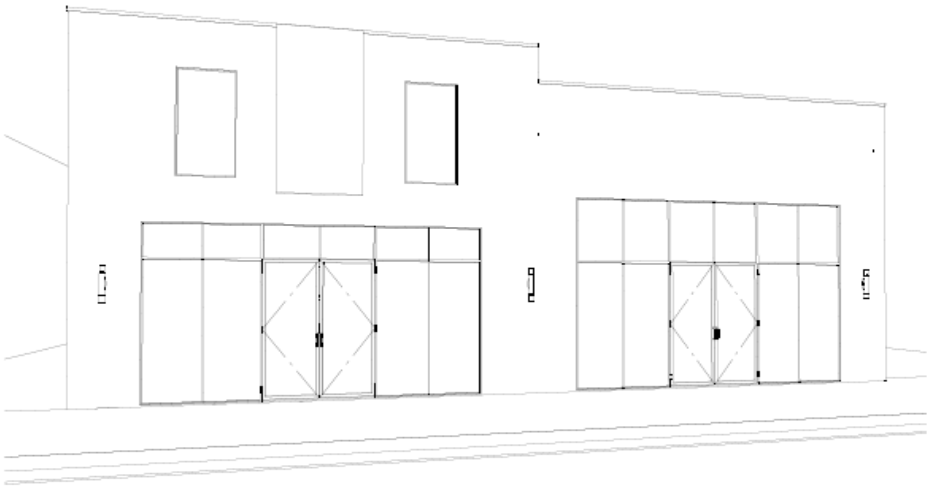


Table of Contents

LABEL	TITLE
G-001	PROJECT INFORMATION, CODES
A-101	1ST FLOOR REMODEL FLOOR PLAN
A-102	2ND FLOOR REMODEL FLOOR PLAN
A-103	DIMENSIONED REMODEL FLOOR PLAN
A-104	2ND FLOOR DIMENSIONED REMODEL FLOOR PLAN
E-101	1ST AND 2ND FLOOR ELECTRICAL REMODEL PLAN
P-101	1ST AND 2ND FLOOR PLUMBING PLANS

Building Square Footages

Living Area (A/C Sq.Ft.)	Over Frame
611 Broadway:	
1st Floor	2,681 sqft
2nd Floor	1,213 sqft
Total LIR	3,894 sqft
613 Broadway:	
1st Floor	2,777 sqft
Total LIR	2,777 sqft

*Note: All living areas calculated to the outside frame wall

Building Code Data

BUILDING CODE:
INTERNATIONAL COMMERCIAL CODE, 2015 EDITION AND THE LATEST EDITION OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TX

LOCALITY:
611 & 613 Broadway

USE:
COMMERCIAL

TYPE OF CONSTRUCTION:
COMMERCIAL REMODEL

STORIES:
Two (2) FOR 611 ONE (1) FOR 613

BUILDER INFORMATION:

Clear Rock Remodel

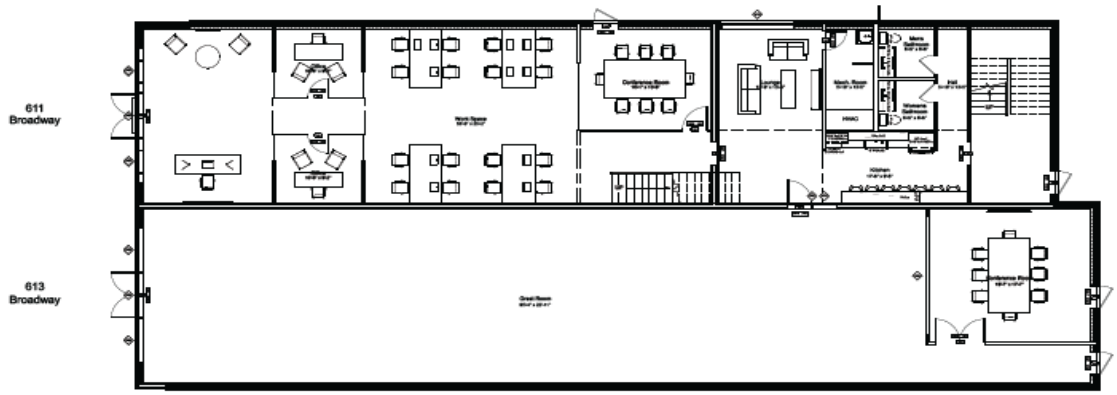
SHEET NAME:
Project Information, Codes

Revision Table

Number	Date	Revised By	Description

PROJECT NAME	
611 Broadway	
PLAN #	DATE
	10/9/2023
SHEET	SCALE
G-001	3/16"-1'-0"

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1st Floor Remodeled Plan
scale: 3/16"=1'-0"

BUILDER INFORMATION:

Clear Rock Remodel

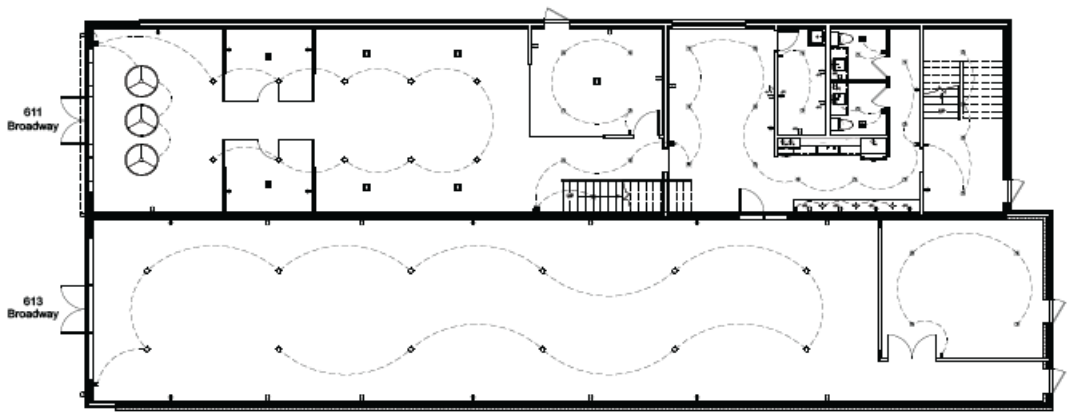
SHEET NAME:
1st Floor Remodel Floor Plan

Revision Table

Number	Date	Revised By	Description

PROJECT NAME	
611 Broadway	
PLAN #	DATE
	10/9/2023
SHEET	SCALE
A-101	3/16"-1'-0"

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1st Floor Remodel Electrical Floor Plan

ELECTRICAL NOTES:

ALL EXTERIOR ELECTRICAL RECEPTACLES / OUTLETS AND FIXTURES TO BE WEATHER-PROOF.

VERIFY CABLE AND TELEPHONE JACK LOCATIONS PRIOR TO INSTALLATION

VERIFY APPLIANCE AND EQUIPMENT ELECTRICAL REQUIREMENTS

VERIFY EXTERIOR MOUNTED EQUIPMENT ELECTRICAL AND RECEPTACLE / OUTLET REQUIREMENTS (SPRINKLER SYSTEM, PWHIRLPOOL TUB, ETC.).

PROVIDE ELECTRONIC EYE AND / OR SAFETY DEVICE ON ALL GARAGE DOORS.

ELECTRICAL AND LIGHTING LAYOUT IS REFERENCE ONLY. FINAL LAYOUT TO BE VERIFIED BY BUILDER PRIOR TO PERFORMING WORK.

ALL SWITCHES PLACED AT 48" A.F.F. UNLESS SPECIFIED DIFFERENTLY.

WALL PLUGS AT 18" A.F.F. TO CENTER OF BOX UNLESS SPECIFIED DIFFERENTLY.

PLUGS OVER COUNTER TOPS AT 42" A.F.F. TO BOTTOM OF BOX.

VANITY PLUGS AT 42" A.F.F. TO BOTTOM OF BOX AND 9" FROM INSIDE CORNER.

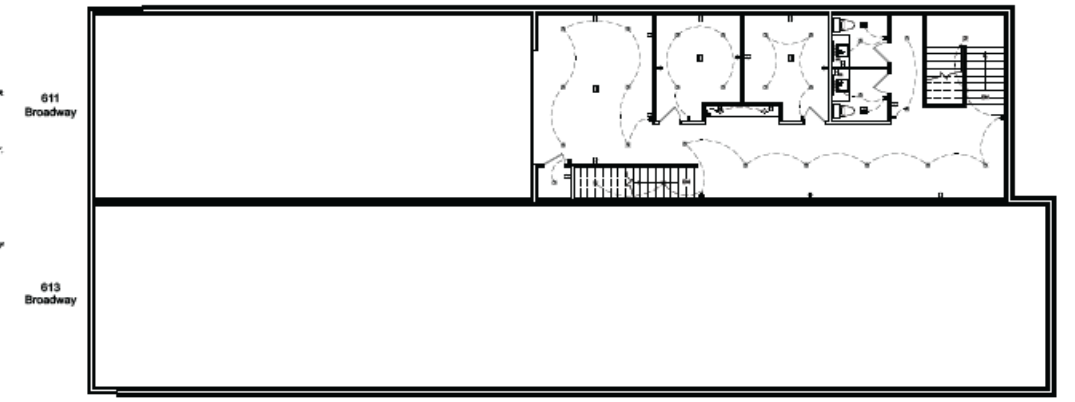
DESIGNED BY:

COMPANY NAME: _____

OWNER NAME: _____

LICENSE NUMBER: _____

SIGNATURE: _____



2nd Floor Remodel Electrical Floor Plan

BUILDER INFORMATION:

Clear Rock Remodel

SHEET NAME:

1st and 2nd Floor Electrical Remodel Plan

Revision Table

Number	Date	Revised By	Description

PROJECT NAME	
611 Broadway	
PLAN #	DATE
	10/9/2023
SHEET	SCALE
E-101	3/16"-1'-0"

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GENERAL PLUMBING NOTES:

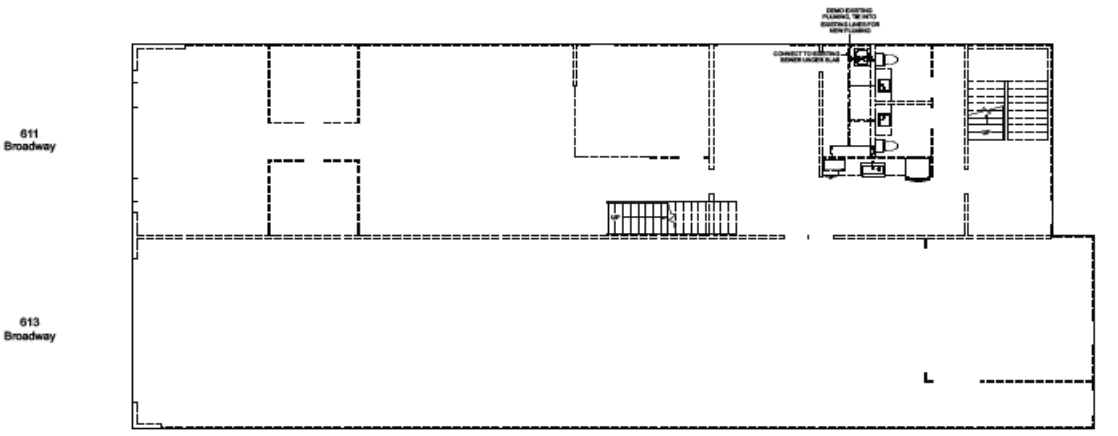
ALL PLUMBING TO BE INSTALLED ACCORDING TO LOCAL AND NATIONAL GOVERNING CODES

ALL DIMENSIONS TO CENTER OF WALL DIRECTLY BEHIND FIXTURE. CIRCLE REPRESENT THIS INTERSECTION. ALL FINAL LOCATIONS IN SLAB TO BE VERIFIED WITH CONTRACTOR BEFORE SLAB IS POURED.

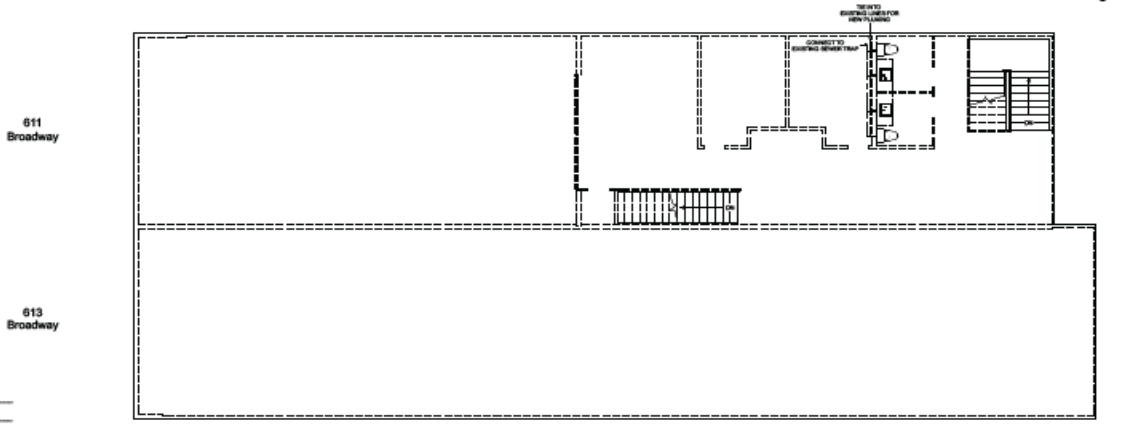
SEE DIMENSIONED FLOOR PLAN FOR FURTHER REFERENCE.

ADJUST VENT PIPES TO CLEAR VANITY LIGHTS IF NEEDED.

CONTRACTOR TO FIELD VERIFY FORM LOCATIONS AND STEP-DOWNS PRIOR TO POURING OF CONCRETE. REFERENCE DIMENSIONED FLOOR PLAN AND PLUMBING PLAN TO VERIFY PLUMBING AND STEP-DOWN LOCATIONS.



1st Floor Plumbing Plan



2nd Floor Plumbing Plan

DESIGNED BY:

COMPANY NAME: _____

OWNER NAME: _____

LICENSE NUMBER: _____

SIGNATURE: _____

BUILDER INFORMATION:

Clear Rock Remodel

SHEET NAME:

1st and 2nd Floor Plumbing Plans

Revision Table

Number	Date	Revised By	Description

PROJECT NAME	
611 Broadway	
PLAN #	DATE
	10/9/2023
SHEET	SCALE
P-101	3/16"-1'-0"

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To whom it may concern,
Attached is our Good Faith Estimate for our remodel at 611 & 613 Broadway for Clear Rock Realty.

If you have any questions or concerns, please feel free to reach out to me!

Thank you,

Jason Nesloney
Nesloney Homes, LLC
www.nesloneyconstruction.com
nesloneyhomes@gmail.com
806.620.3031

Clear Rock Office Remodel Proposed Budget			611 Broadway Ave., Lubbock, TX 79401
Items	Vendor of Services	Estimated Cost	Notes
City Permitting			
City Permitting	COL	$ 1,500.00	
Impact Fees	COL	$ 1,663.00	
Utility Construction			
Electric	LP&L	$ 1,000.00	Metering Fees/Rerouting Power Supply
Temporary Utilities	LP&L	$ 2,000.00	
Design Consultant Fees			
Architectural Design/Plans	Nesloney Commercial	$ 1,000.00	
Dumpsters/Trash Hauling			
Dumpsters/Trash Hauling	A&L Disposal	$ 1,200.00	
Construction Cleanup			
Construction Cleanup	TBD	$ 1,500.00	
Portable Toilets			
Portable Toilets	Clean Can Portable Toilets	$ 750.00	
Landscaping			
Landscaping	Mission Service Company	$ 3,200.00	
Signage			
Exterior Signage	TBD	$ 3,500.00	
Metal			
Metalwork at Stairs	Nesloney Commercial	$ 5,000.00	
Concrete			
Patch Plumbing Sawcut Removals	LR Cabrera	$ 1,000.00	
Prep Concrete	Zachary Watkins	$ 8,500.00	
Polish Concrete	TBD	$ 8,500.00	
Masonry Patches/Mortar Repairs			
Brick Labor & Materials	West Texas Elite Masonry	$ 2,000.00	Pointing up Mortar
Stucco Patch on NE Side	West Texas Elite Masonry	$ 3,000.00	
Framing			
Framing	Nesloney Commercial	$ 5,000.00	
Lumber			
Lumber Package	McCoy's Building Supply	$ 4,000.00	
Cabinets/Trim labor/Trim material			
Cabinets	TTT Construction	$ 5,000.00	Budget for Prefinished Acrylic Cabinets at Kitchen
Trim Labor	TBD	$ 3,000.00	Budget Item for Kitchen Sitting and Loft Sitting Tabletops
Countertop			
Countertop Materials & Labor	Jose Trillo	$ 2,000.00	Breakroom Countertop
Hardware Install			
Hardware Install	TTT/Nesloney Commercial	$ 500.00	
Hardware Materials	Dement	$ 1,000.00	
Roofing			
Roofing	Thermashield	$ 11,600.00	
New Gutters	Thermashield	$ 3,000.00	TBD
Cable Railing			
Cable Railing Material	TBD	$ 4,000.00	Stairwell and Upstairs Lounge
Cable Railing Install	Nesloney Commercial	$ 2,500.00	
Windows/Glass			
Storefront Glass	Glass Gurus	$ 6,000.00	Storefront at Lounge
Conference & Office Glass - Lower Level	Glass Gurus	$ 15,000.00	Let's see what we can get for $15k
Stucco Patch on NE Side	Glass Gurus	$ 8,000.00	
Doors			
Side/Back Door	TBD	$ 3,000.00	
Interior Doors	McCoys/84	$ 4,418.00	
Specialties			
Bathroom Hardware & Grab Bars Material	A+ Openings and Solutions	$ 1,000.00	
Bathroom Hardware & Grab Bars Labor	TBD	$ 500.00	
Room Signage/Glass Decals	Signs on the Go	$ 500.00	
Sheetrock/Finishes			
Sheetrock/Drywall Finishes	Pedro Sepeda	$ 8,500.00	
Tile & Backsplash Labor/Materials			
Restroom Tile & Backsplash Labor	Robert Rybak	$ 6,500.00	Tile wainscot @ back wall and floor at 4 bathrooms; Backsplash @ Breakroom
Tile Materials	Yates Flooring Center	$ 4,500.00	Budget Allowance Item
Carpet Tile/LVT			
Vinyl & Cove Base Labor	Robert Rybak	$ 4,500.00	Loft Carpet Tile - or LVT- Flooring; Cove Base on sheetrock walls
Vinyl & Cove Base Materials	Yates Flooring Center	$ 4,500.00	20 mil Vinyl throughout office @ $2/SF w/ waste
Paint/cleaning			
Interior Paint	Pedro Sepeda	$ 10,000.00	One color for walls/ceilings, no cabinets or trim paint
Electrical Labor/Materials			
Rough In	TBD	$ 9,250.00	
Electrical Final	TBD	$ 9,250.00	
Audio/Visual/Security			
Audio/Visual/Security	Upper Room Security Solutions	$ 2,000.00	Budget for Basic Wiring to Media Panel in Mechanical Room
Plumbing			
Rough In Plumbing	J Stone Service	$ 4,000.00	
Top Out	J Stone Service	$ 4,000.00	
Trim Final	J Stone Service	$ 4,000.00	
Plumbing Fixtures			
Plumbing Fixtures	Ferguson Enterprises	$ 2,500.00	$982.61 for 4 lav fauc/upper vanity sinks; $770 for low vanity sinks
HVAC			
HVAC	TBD	$ 22,400.00	One 5 ton and one 3 ton all electric setup
Cleaning			
Construction Clean/Final Clean	TBD	$ 1,500.00	
Allowances			
Equipment Rental	TBD	$ 4,000.00	
Breakroom Appliances	Ferguson Enterprises	$ 4,000.00	Fridge, Microwave, Dishwasher
Exterior Lighting	TBD	$ 500.00	
Interior Lighting	Dement/Online	$ 3,000.00	

OH&P		
OH&P	Nesloney Commercial/Dynamic Homes	$ 15,750.00
Total Projected Costs		$ 249,981.00
Original Estimated Total		$ 250,000.00
Delta		$ 19.00

Clear Rock Office Remodel Proposed Budget			613 Broadway Ave., Lubbock, TX 79401
Items	Vendor of Services	Estimated Cost	Notes
City Permitting			
City Permitting	COL	$ 1,500.00	
Impact Fees	COL	$ 1,663.00	
Concrete			
Polish Concrete	TBD	$ 4,000.00	
Masonry Patches/Mortar Repairs			
Brick Labor & Materials	West Texas Elite Masonry	$ 2,500.00	
Framing			
Framing	Nesloney Commercial	$ 5,000.00	
Lumber			
Lumber Package	McCoy's Building Supply	$ -	From 611
Roofing			
Roofing	Thermashield	$ 10,000.00	
Windows/Glass			
Conference Room Glass	Glass Gurus	$ 6,000.00	
Storefront Glass	Glass Gurus	$ 7,500.00	Storefront to Breakroom Area
Doors			
Back Door	A+ Opening Solutions	$ 2,000.00	
Interior Doors	TBD	$ -	From 611
Sheetrock/Finishes			
Sheetrock/Drywall Finishes	Pedro Sepeda	$ 4,500.00	
Suspended Ceilings			
Suspended Ceilings M&L	Nesloney Commercial	$ 5,700.00	
Paint/cleaning			
Interior Paint	Pedro Sepeda	$ 4,000.00	One color for ceilings, one color for walls
Electrical Labor/Materials			
Rough In	TBD	$ 7,500.00	
Electrical Final	TBD	$ 7,500.00	
HVAC			
HVAC	TBD	$ 17,400.00	One 5 ton and one 3 ton all electric setup
Cleaning			
Construction Clean/Final Clean	TBD	$ 1,200.00	
Allowances			
Exterior Lighting	TBD	$ 500.00	
Interior Lighting	Dement/Online	$ 1,500.00	
OH&P			
OH&P	Nesloney Homes/Dynamic Homes	$ 10,000.00	
Total Projected Costs		$ 99,963.00	
Original Estimated Total		$ 100,000.00	
Delta		$ 37.00	

Grand Total = $349,944
Subtract Appliances ($4,000) = $345,944
FACADE (yellow) = $44,700
PERMITTABLE = $301,244

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to the Charles Adams Studio Project (CASP), located at 602 Avenue J, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

CASP is renovating their property at 602 Avenue J, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes demolition, new concrete and a parking lot.

The cost of the project is estimated to be $50,000, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their November 29, 2023 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $50,000, with $25,000 to be paid by Market Lubbock, Inc. upon completion with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Charles Adams Studio Project, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brianna Brown, Business Development Director

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – Charles Adams
11.29.23

RE 23-78

RESOLUTION APPROVING

CASP (CHARLES ADAMS STUDIO PROJECT) AT 602 AVENUE J DOWNTOWN FAÇADE & PERMTTABLE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, November 29, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Charles Adams Studio Project (CASP) at 602 Avenue J. The Charles Adams Studio Project (CASP) is making improvements to its property at 602 Ave J, located within the Downtown TIF.CASP is a non-profit arts organization that was founded by Charles Adams, with the help of Margaret Talkington, in October of 2009. The CASP mission is to serve as the cornerstone in the Lubbock Arts District through developing and sustaining a working artists' community that actively engages the public with arts.

The scope of façade work will include demolition, concrete, parking lot totaling $50,000 in façade expenses. The Permittable work will include earthwork and plumbing totaling $224,816. Grand total of $274,816 in expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant a Downtown Façade Grant for the Charles Adams Studio Project totaling $25,000 and a Downtown Permittable Grant for $22,482 at 602 Avenue J, which is in the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Ms. Sarah Bevers, and Seconded by Director, Mr. Blake Womble, .

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with the Charles Adams Studio Project (CASP) for improvements to the property at 602 Avenue J, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



602 Avenue J

(Charles Adams Studio Project)

TOTAL SCOPE OF WORK = $274,816

TOTAL GRANTS = $47,482

TOTAL FAÇADE SCOPE OF WORK = $50,000

FAÇADE GRANT = $25,000

TOTAL PERMITTABLE SCOPE OF WORK = $224,816

PERMITTABLE GRANT = $22,482

Downtown Grant Program
Presented to MLI Board
November 29, 2023

Project 602 Ave J (Façade & Permittable)

The Charles Adams Studio Project (CASP) is making improvements to its property at 602 Ave J, located within the Downtown TIF.

CASP is a non-profit arts organization that was founded by Charles Adams, with the help of Margaret Talkington, in October of 2009. The CASP mission is to serve as the cornerstone in the Lubbock Arts District through developing and sustaining a working artists' community that actively engages the public with arts.

The scope of façade work will include demolition, concrete, parking lot totaling $50,000 in façade expenses. Permittable work will include earthwork and plumbing totaling $224,816. Grand total of $274,816 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for the Charles Adams Studio Project totaling $25,000 and a Downtown Permittable Grant of $22,482 at 602 Ave J.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects — Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 — Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	09/26/23
Projected Project Start Date	TBD
Project Property Address	602 Ave J
Property LCAD R#	88800 (412 Ave J)

GENERAL INFORMATION

Company Name	Charles Adams Studio Project (CASP)	Contact	Chad Plunket
Street Address	408 Ave J	Title	Executive Director
City, State, Zip	Lubbock, TX 79401	Phone	806-928-4529
		Email	chad@casp-arts.org

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☑ Façade ☑

Project Summary Scope

The Charles Adams Studio Project is looking to complete the property's exhisting fire lane. The addtion of a rataining wall and the expanison of the property's plumbing will prepare the site for future devleopment and additional studio spaces.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	$50,000	$25,000
Permittable	$224,816	$22,482
TOTAL	**$274,816**	**$47,482**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Charles Adams Studio Project	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas?	Yes
Are you in good standing with the State of Texas?	Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations?	No
Has the company or principals of the company had prior bankruptcies or lawsuits?	No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): JQ Edits

Date: 10.12.23

602 Ave J – Before Pictures






casp
WORK
studios
408
b
a



October 12th[th], 2023

Mr. Chad Plunket
Charles Adams Studio Projects (CASP)

RE: CASP Fire Lane Addition
Lubbock, TX

Dear Mr. Plunket:

Please see the breakout below for what scope of this project is considered to permit-worthy, and what would is possible to be performed without a permit:

Permit-Worthy Scope: **($248,516.00)**

- Earthwork: $31,016
- Concrete/Rebar: $195,000
- Building Demo: $15,000
- Striping & Wheel Stops: $7,500

Non-Permit-Worthy Scope **($26,300.00)**

- Site Plumbing Sleeves: $4,000
- Compacted Gravel: $22,300

Very Truly Yours,
TEINERT COMMERCIAL BUILDING SERVICES

Parker Hutchens
Project Manager

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to the Charles Adams Studio Project (CASP), located at 602 Avenue J, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

CASP is renovating their property at 602 Avenue J, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes earthwork and plumbing.

The cost of the project is estimated to be $224,816, and the requested grant amount is $22,482. The Market Lubbock, Inc. Board of Directors approved this amount at their November 29, 2023 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $224,816, with $22,482 to be paid by Market Lubbock, Inc. upon completion with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to the Charles Adams Studio Project is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – Charles Adams
11.29.23

RE 23-78

RESOLUTION APPROVING

CASP (CHARLES ADAMS STUDIO PROJECT) AT 602 AVENUE J DOWNTOWN FAÇADE & PERMTTABLE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, November 29, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Charles Adams Studio Project (CASP) at 602 Avenue J. The Charles Adams Studio Project (CASP) is making improvements to its property at 602 Ave J, located within the Downtown TIF.CASP is a non-profit arts organization that was founded by Charles Adams, with the help of Margaret Talkington, in October of 2009. The CASP mission is to serve as the cornerstone in the Lubbock Arts District through developing and sustaining a working artists' community that actively engages the public with arts.

The scope of façade work will include demolition, concrete, parking lot totaling $50,000 in façade expenses. The Permittable work will include earthwork and plumbing totaling $224,816. Grand total of $274,816 in expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant a Downtown Façade Grant for the Charles Adams Studio Project totaling $25,000 and a Downtown Permittable Grant for $22,482 at 602 Avenue J, which is in the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Ms. Sarah Bevers, and Seconded by Director, Mr. Blake Womble, .

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with the Charles Adams Studio Project (CASP) for improvements to the property at 602 Avenue J, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



602 Avenue J

(Charles Adams Studio Project)

TOTAL SCOPE OF WORK = $274,816

TOTAL GRANTS = $47,482

TOTAL FAÇADE SCOPE OF WORK = $50,000

FAÇADE GRANT = $25,000

TOTAL PERMITTABLE SCOPE OF WORK = $224,816

PERMITTABLE GRANT = $22,482

Downtown Grant Program
Presented to MLI Board
November 29, 2023

Project 602 Ave J (Façade & Permittable)

The Charles Adams Studio Project (CASP) is making improvements to its property at 602 Ave J, located within the Downtown TIF.

CASP is a non-profit arts organization that was founded by Charles Adams, with the help of Margaret Talkington, in October of 2009. The CASP mission is to serve as the cornerstone in the Lubbock Arts District through developing and sustaining a working artists' community that actively engages the public with arts.

The scope of façade work will include demolition, concrete, parking lot totaling $50,000 in façade expenses. Permittable work will include earthwork and plumbing totaling $224,816. Grand total of $274,816 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for the Charles Adams Studio Project totaling $25,000 and a Downtown Permittable Grant of $22,482 at 602 Ave J.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects — Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 — Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	09/26/23
Projected Project Start Date	TBD
Project Property Address	602 Ave J
Property LCAD R#	88800 (412 Ave J)

GENERAL INFORMATION

Company Name	Charles Adams Studio Project (CASP)	Contact	Chad Plunket
Street Address	408 Ave J	Title	Executive Director
City, State, Zip	Lubbock, TX 79401	Phone	806-928-4529
		Email	chad@casp-arts.org

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☑ Façade ☑

Project Summary Scope

The Charles Adams Studio Project is looking to complete the property's exhisting fire lane. The addtion of a rataining wall and the expanison of the property's plumbing will prepare the site for future devleopment and additional studio spaces.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	$50,000	$25,000
Permittable	$224,816	$22,482
TOTAL	**$274,816**	**$47,482**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Charles Adams Studio Project	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas?	Yes
Are you in good standing with the State of Texas?	Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations?	No
Has the company or principals of the company had prior bankruptcies or lawsuits?	No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): JQ Edits

Date: 10.12.23

602 Ave J – Before Pictures






casp
WORK
studios
408
b
a



October 12th[th], 2023

Mr. Chad Plunket
Charles Adams Studio Projects (CASP)

RE: CASP Fire Lane Addition
Lubbock, TX

Dear Mr. Plunket:

Please see the breakout below for what scope of this project is considered to permit-worthy, and what would is possible to be performed without a permit:

Permit-Worthy Scope: **($248,516.00)**

- Earthwork: $31,016
- Concrete/Rebar: $195,000
- Building Demo: $15,000
- Striping & Wheel Stops: $7,500

Non-Permit-Worthy Scope **($26,300.00)**

- Site Plumbing Sleeves: $4,000
- Compacted Gravel: $22,300

Very Truly Yours,
TEINERT COMMERCIAL BUILDING SERVICES

Parker Hutchens
Project Manager

AI# 12147
Regular City Council Meeting
12/12/2023:

5. 11.

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Progam (Facade) expenditure of Market Lubbock, Inc., to be provided to Tropical Icy, located at 1701 East Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

In May 2023, the City Council authorized the continuation of the Lubbock East Neighborhood Empowerment Zone, and the establishment of the 34th Street Empowerment Zone and the North University Empowerment Zone. This action was taken to encourage redevelopment and revitalization within the City of Lubbock, through the promotion of economic development within the Zones. Through the establishment of the three Zones, Market Lubbock, Inc. has geographic boundaries within which it can implement its Commercial Revitalization Grant Program.

Tropical Icy is renovating their property at 1701 E. Broadway, located within the Lubbock East Neighborhood Empowerment Zone, as designated by the City of Lubbock. The scope of the facade project includes repairing the existing parking lot. The cost of the project is estimated to be $5,125, and the requested grant amount is $2,563. The Market Lubbock, Inc. Board of Directors approved this amount at their November 29, 2023 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $5,125, with $2,563 to be paid by Market Lubbock, Inc. upon completion with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Commercial Revitalization Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Tropical Icy, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

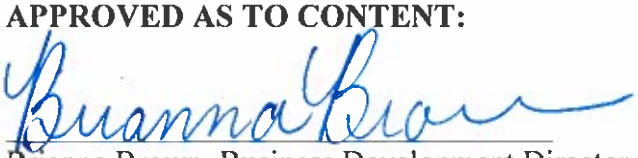
Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

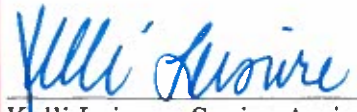
_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES Market Lubbock CRG Facade Expenditure – Tropical Icy
11.29.23

RE 23-82

RESOLUTION APPROVING
HELEN JONES OWNER OF TROPICAL ICY AT 1701 E. BROADWAY
COMMERCIAL REVITALIZATION FAÇADE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, November 29, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Helen Jones, owner of Tropical Icy, who is repairing the parking lot at 1701 East Broadway, located within the Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

The scope of the facade work includes repairing the existing parking lot, totaling $5,125 in façade expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Helen Jones owner of Tropical Icy a Façade Grant for $2,563 at 1701 East Broadway, which is in the Lubbock Neighborhood Empowerment Zone designated by the City of Lubbock, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Blake Womble, and Seconded by Director, Dr. John Opperman,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Helen Jones, owner of Tropical Icy to the property at 1701 East Broadway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC.

COMMERCIAL REVITALIZATION GRANT PROGRAM



1701 E. Broadway

(Tropical Icy)

TOTAL FAÇADE SCOPE OF WORK = $5,125

FAÇADE GRANT = $2,563

Commercial Revitalization Grant Program
Presented to MLI Board
November 29, 2023

Project 1701 E. Broadway (Façade)

Helen Jones, owner of Tropical Icy, is repairing the parking lot at 1701 E. Broadway, located within the East Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

The scope of façade work includes repairing the existing parking lot, totaling $5,125 in façade expenses.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program Façade Grant for Helen Jones totaling $2,563 at 1701 E. Broadway.

Commercial Revitalization Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401

Phone: 806.23.8241
Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	09/20/23
Projected Project Start Date	TBD
Project Property Address	1701 E. Broadway, Lubbock, TX 79403
Property LCAD R#	

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	Tropical Icy
Street Address	1701 E. Broadway
City, State, Zip	Lubbock, TX 79403

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Helen Jones
Title	Owner
Phone Number	806-620-7957
Email	helenwilliams1701@gmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Owner Approved ☐

Grant Type (May choose both if applicable): Permittable ☐ Façade ☑

Detailed Project Summary (including projected start date) and Description of Work:

Repair parking lot

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Parking Lot	$5,125	$2,563
TOTAL	**$5,125**	**$2,563**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Helen Jones	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

- ☐ Scope of work meets East Side/34th St./N. University standards and guidelines?
- ☐ Are permits required for any aspect of the scope of work?
- ☐ Are public improvements required?
- ☐ Is there a current Certificate of Occupancy on file for this property?

Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☐ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received:_____

- ☐ Copies of City permits or City approval
- ☐ Copy of Current Certificate of Occupancy
- ☐ Detailed Construction Bids or Schedule of Values
- ☐ Before Picture (prior to construction beginning)
- ☐ Architectural Plans (if applicable)
- ☐ Architectural Renderings (if applicable)

After completion of construction:

- ☐ Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)*

Proof of Payment:

- ☐ PAID Invoices (must reference the approved project)
- ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the East Side, 34th St., or N. Lubbock Neighborhood Empowerment Zones
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permittable grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
- Applicant is not eligible for grant program funding if delinquent in property taxes according to LCAD records - includes all LCAD properties listed in the applicant's name
- MLI disbursements are characterized as "reimbursable grants" - Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

Grant Types

- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of $5,000
  - The permittable grant reimburses 10% of approved expenses up to a $50,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requring a City of Lubbock permit

- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of $1,000
  - The façade grant reimburses 50% of approved expenses up to a $25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearnce of the façade

Signature (not required for electronic submittals): Helen Jones via mail

Date: 9/20/2023

1701 E. Broadway – Tropical Icy (Before Pictures)













7303 74th St
Lubbock, TX, 79424
dbryerco@yahoo.com
dbryerco.com
(806) 329-9075

David Bryer Company

Estimate

For:

Tropical ice
helenwilliams1701@gmail.com
1701 E Broadway
Lubbock, Texas, 79403

Estimate No: 2026
Date: 07/27/2022

Description	Quantity	Rate	Amount
1. Clean all asphalt areas 2. Repair large cracks using hot rubber crack filler 3. Sealcoat entire parking lot using Sealmaster Sealer 4. Stripe parking lot 5. Install three parking curbs	1	$5,125.00	$5,125.00

Subtotal	$5,125.00
Total	$5,125.00
Total	**$5,125.00**

Notes

1/3 down balance due on completion

David Bryer Company

Client's signatur

AI# 12148
Regular City Council Meeting 5. 12.
12/12/2023:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to PKJ, LLC, located at 3416 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

In May 2023, the City Council authorized the continuation of the Lubbock East Neighborhood Empowerment Zone, and the establishment of the 34th Street Empowerment Zone and the North University Empowerment Zone. This action was taken to encourage redevelopment and revitalization within the City of Lubbock, through the promotion of economic development within the Zones. Through the establishment of the three Zones, Market Lubbock, Inc. has geographic boundaries within which it can implement its Commercial Revitalization Grant Program.

PKJ, LLC is renovating their property at 3416 34th Street, located within the 34th Street Empowerment Zone, as designated by the City of Lubbock. The scope of the facade project includes paint, awnings, siding and framing. The cost of the project is estimated to be $50,000, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their November 29, 2023 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $50,000, with $25,000 to be paid by Market Lubbock, Inc. upon completion with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Commercial Revitalization Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to PKJ, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock CRG Facade Expenditure – PJK LLC
11.29.23

RE 23-83

RESOLUTION APPROVING

PKJ, LLC 3416 34TH STREET
COMMERCIAL REVITALIZATION FAÇADE AND PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, November 29, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to PKJ, LLC, who is renovating its property at 3416 34th Street, located within the Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

PKJ has owned the property, also known as North Indiana Gardens, since 1999. The property has been the home of popular tenants such as Holly Hop Ice Cream Shoppe, Sugarista Bakery, and so many others. PKJ, LLC looks forward to many more years of success for their tenants and the 34th Street corridor overall.

The scope of the facade work includes paint, awnings, siding, and framing totaling $50,000 in façade expenses and $33,494 in permittable work with a grand total of $83,494 in expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant PKJ, LLC a Commercial Revitalization Façade Grant for $25,000 and a Commercial Revitalization Permittable Grant $3,349 at 3416 34th Street, which is in the Lubbock Neighborhood Empowerment Zone designated by the City of Lubbock, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Blake Womble, and Seconded by Director, Dr. John Opperman,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with PKJ, LLC to the property at 3416 34th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC.

COMMERCIAL REVITALIZATION GRANT PROGRAM



3416 34th St.

(PKJ, LLC)

TOTAL COMBINED SCOPE OF WORK = $83,494

COMBINED GRANT = $28,349

TOTAL FAÇADE SCOPE OF WORK = $50,000

FAÇADE GRANT = $25,000

TOTAL PERMITTABLE SCOPE OF WORK = $33,494

PERMITTABLE GRANT = $3,349

Commercial Revitalization Grant Program
Presented to MLI Board
November 29, 2023

Project 3416 34th St. (Façade & Permittable)

PKJ, LLC is renovating its property at 3416 34th St., located within the Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

PKJ has owned the property, also known as North Indiana Gardens, since 1999. The property has been the home of popular tenants such as Holly Hop Ice Cream Shoppe, Sugarista Bakery, and so many others. PKJ, LLC looks forward to many more years of success for their tenants and the 34th Street corridor overall.

The scope of work includes paint, awnings, siding, and framing, totaling $50,000 in façade expenses and $33,494 in permittable work with a grand total of $83,494 in expenses.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program façade grant for PKJ, LLC totaling $25,000 and a Commercial Revitalization Grant Program permittable grant of $3,349 at 3416 34th St.

MARKET LUBBOCK

Commercial Revitalization Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects — Phone: 806.23.8241
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 — Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	11/15/23 per email JQ
Projected Project Start Date	12/01/23
Project Property Address	3416 34th St.79410
Property LCAD R#	50030

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	PKJ, LLC
Street Address	2907 Laurel Cherry Way
City, State, Zip	The Woodlands, TX 77380

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Scott Womack, Coldwell Banker Commercial Capital Advisors
Title	Property Manager
Phone Number	806-535-0888
Email	swomack@coldwellbanker.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Owner Approved ☐

Grant Type (May choose both if applicable): Permittable ☐ Façade ☑

Detailed Project Summary (including projected start date) and Description of Work:

Repaint red metal façade with Sherwin Williams - Iron Ore: build out columns where existing metal columns are located and wrap with metal material that looks like wood plank; cover tile in front of MedPlus with metal material that looks like wood plank, replace two awnings on west end of the center; repaint the under-canopy, place concrete bumpers in front of columns, remove garage doors from former pharmacy (3436).

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Façade	$50,000	$25,000
Permittable	$33,494	$3,349
TOTAL	**$83,494**	**$28,349**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Panayota (Pam) Churchwell	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

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Is the firm receiving tax revenue from any government agency? No

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

- ☐ Scope of work meets East Side/34th St./N. University standards and guidelines?
- ☐ Are permits required for any aspect of the scope of work?
- ☐ Are public improvements required?
- ☐ Is there a current Certificate of Occupancy on file for this property?

Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☐ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received:_____

- ☐ Copies of City permits or City approval
- ☐ Copy of Current Certificate of Occupancy
- ☐ Detailed Construction Bids or Schedule of Values
- ☐ Before Picture (prior to construction beginning)
- ☐ Architectural Plans (if applicable)
- ☐ Architectural Renderings (if applicable)

After completion of construction:

- ☐ Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)*

Proof of Payment:

- ☐ PAID Invoices (must reference the approved project)
- ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the East Side, 34th St., or N. Lubbock Neighborhood Empowerment Zones
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permittable grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
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- MLI disbursements are characterized as "reimbursable grants" - Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

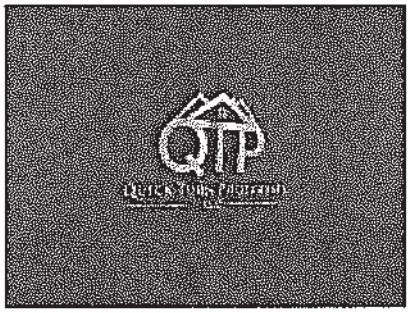
Grant Types

- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of $5,000
  - The permittable grant reimburses 10% of approved expenses up to a $50,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requring a City of Lubbock permit

- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of $1,000
  - The façade grant reimburses 50% of approved expenses up to a $25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearnce of the façade

Signature (not required for electronic submittals): _____

Date: _____



Quick Turn Properties LLC

1909 128th
Lubbock Tx
79423
8065358041
quickturnpropertiesllc.com
homes@quickturnpropertiesllc.com

ESTIMATE
EST100551

DATE
10/30/2023

PO #
34th & Indiana rev1

TOTAL
USD $31,191.00

TO

Debbie Roberson

8069285769
lubbockdesign@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Prep & Paint Metal Roof Wall Power wash exterior of roof wall & remove all loose paint and debris. Utilize TSP in areas as needed to remove chalking. Apply one coat of SW Bond Plex finish paint colored in SW Iron Ore (sw7069) and ensure proper coverage.	$10,386.00	1	$10,386.00
Prep & Paint Porch Ceiling Power wash metal porch celing on South side of building & remove all loose paint and debris. Spot prime rusted areas as needed. Apply one coat of BM Ultra Spec Ext finish paint colored in SW Iron Ore (sw7069) and ensure proper coverage.	$12,555.00	1	$12,555.00
Prep & Paint Metal Awnings Frames Power wash metal awning frames & remove all loose paint and debris. Spot prime rusted areas as needed. Apply Rustoleum High Performance Enamel colored in Black and ensure proper coverage.	$2,250.00	1	$2,250.00

DESCRIPTION	RATE	QTY	AMOUNT
Material Allowance Allowance to provide for: Paint & Expendables (Does not include rental equipment, water hauling, or any unforseen extraneous material cost.)	$6,000.00	1	$6,000.00

TOTAL USD $31,191.00

I/we hereby agree and warrant that you are the owner/authorized agent for the job site listed above (the "property") and hereby authorize Quick Turn Properties to enter the property, furnish materials, supply all equipment and perform all labor necessary to complete the services/procedures as outlined in this scope. This is an estimate, not a contract for services. The summary above is furnished by Quick Turn Properties as a good faith estimate of work to be performed at the location described above and is based on our evaluation and MAY not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I/we understand that the final cost of the work may differ from the estimate. This is not a guarantee of the final price of the work to be performed. I/we agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Dave's
ROOFING ▼ SIDING
METAL BUILDINGS

KCBD 11 BEST OF THE WEST 2015

707A Hwy 62-82
Wolfforth, TX 79382
Phone: (806) 866-0065
www.davesroofing.net

Name / Address
Debbie Roberson

Date	Estimate #
10/9/2023	1919

Rep	Project
DJ	3404 34th Street

Description	Total
LABOR ONLY	7,500.00
Install siding on (30) 6.5"x24"x9.5' columns. Install siding on (2) 6.5"x48"x9.5' L-shaped columns. Install siding on wall area 10'x20'.	
Bend and install trim missing on top side of building.	200.00
Total	$7,700.00

QUEST & SONS INC MFG CO/ AWNINGS

LARGE AWNING REPLACEMENT	- $8,910.00
REINSTALL	- $1,200.00
PLUS TAX	-$ 834.08
	$9,744.00
SMALL SIDE AWNING	- $1,450.00
REINSTALL	-$ 300.00
PLUS TAX	-$ 144.38
	$1,894.38

ACME BRICK
brick.com
Lubbock Sales

7202 66th St Lubbock, TX 79407 (806) 747-3181 brick.com

Sales Rep: Gary Pearce Sales Rep Phone: (806) 224-3206
Sales Rep Email: gpearce@brick.com

Sales Order Summary – "Estimate"

10/4/2023

SUBJECT TO CONDITIONS BELOW....PLEASE READ CAREFULLY

CUSTOMER:	Account #:	4801258	SHIP TO:	4801260
	Name:	AboutDesign	Name:	AboutDesign
	Address:	3105 81st Street	Address:	34th And Indiana - Shopping Center
	City, St, Zip:	Lubbock, TX 79423	City, St, Zip:	Lubbock, TX 79413
	Phone #:	806-9285769		

Order Number:	8060242 SO	**Order Date:**	10/4/2023	**Requested:**	10/27/2023
PO#:	34th And Indiana			**Job Name:**	Shopping Center - Remodel
Contact:					

Product Code	Quantity	UOM	Product Description	NON STD	Unit Price	Extended Price
891185 891185	18.00	EA	HarrywoodPls26CedarSidingBx SHWPG26.302		672.20	12,099.60
891193 891193	14.00	EA	HarrywoodPlsStartStripCedar M10SHWP.302		17.50	245.00
855206 855206	118.00	EA	OCnrHookCedar M20C.302		61.35	7,239.30
855211 855211	1.00	EA	FltCoilCedar100' FR16G26.100.302		735.00	735.00
868077 868077	16.00	EA	WoodScrewsBg250 A059.250		35.00	560.00
853223	1.00	$	Transportation Charge		1,043.95	1,043.95

Kirby, Dustin Date Customer Date

Terms, Conditions & Charges to Quotation

The terms and conditions for the sale of the above-referenced products and/or services are set forth on Acme's Website at http://brick.com/terms-and-conditions ("Terms and Conditions") and are incorporated by reference into this Estimate. By executing below, Customer acknowledges it has read and agrees to and intends to be bound by the Terms and Conditions. Customer further acknowledges having reviewed, approved, and accepted all items, products, units, sizes, quantities, descriptions, and prices referenced in this Estimate, including any Special Order Product (as defined in the Terms and Conditions).

Tax Amount:	1,808.64
Total Amount:	23,731.49

Kirby, Dustin Date Customer Date

Terms, Conditions & Charges to Quotation

The terms and conditions for the sale of the above-referenced products and/or services are set forth on Acme's Website at http://brick.com/terms-and-conditions ("Terms and Conditions") and are incorporated by reference into this Estimate. By executing below, Customer acknowledges it has read and agrees to and intends to be bound by the Terms and Conditions. Customer further acknowledges having reviewed, approved, and accepted all items, products, units, sizes, quantities, descriptions, and prices referenced in this Estimate, including any Special Order Product (as defined in the Terms and Conditions).

Wade Zeringue

Bid for Debbie Roberson

This outlines the work on the exterior renovation for 34th & Indiana shopping center.

Demo work-
- No demo work on this project.

Reconstruction- Total labor cost: $5,900.00
- Build-out 34 columns front of building to specified dimensions.
- Fur-out white tiled area of front of building for the attachment of siding.

Material list- Total material cost: $3,334.00
- All framing lumber
- Fasteners

Total Bid proposal: $9,234.00

Before Photos – North Indiana Gardens






INDIANAGARDENS
BARBER SHOP
Sugarista
EYEBROW
THREADING
WAXING
FACIAL
NAILS & SPA
STUDENT
10%
DISCOUNT


Vintage Rose


OAKS PHARMACY

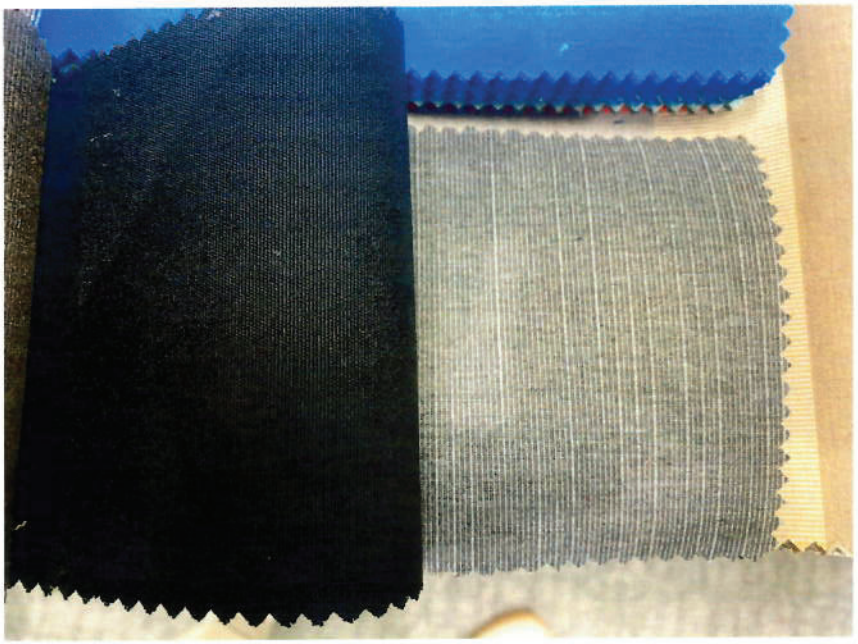
New Finishes

Repaint Red Metal and Under Canopy with Sherwin Williams – Iron Ore (sample on top of chair).

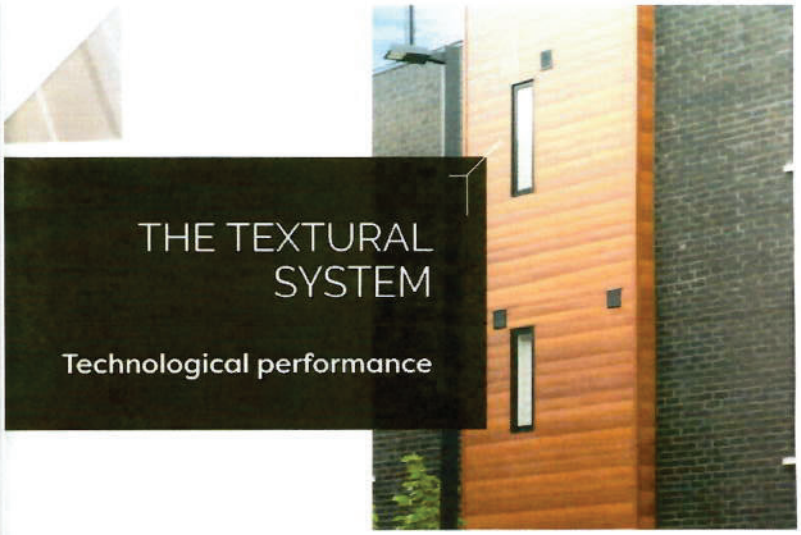
Metal slat material to cover newly-constructed columns – Grey slat material on photo below.



Awning Material (Light Grey as shown below)



Metal System that will be used to wrap columns and cover tile on building



THE TEXTURAL SYSTEM

Technological performance

MAC's exclusive TEXTURAL III and IV paint processes provide superior protection against extreme weather and climatic conditions.

The constant search for aesthetics and premium quality is part of our DNA, which is why TEXTURAL technology is applied to all our products. Our wide variety of colors creates an unparalleled depth of hue and texture, perfectly reproducing noble materials such as oxidized copper, zinc, and wood, while matte surface finishes eliminate unwanted glare from the sun and provide a clean finish.

TEXTURAL TECHNOLOGY PERFORMANCE UNDER THE MICROSCOPE

- Exceptional corrosion resistance
- Excellent fade resistance
- Superior protection against weathering and extreme climatic conditions
- Scratch and delamination resistance

AI# 12149
Regular City Council Meeting
12/12/2023:

5. 13.

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to PKJ, LLC, located at 3416 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

In May 2023, the City Council authorized the continuation of the Lubbock East Neighborhood Empowerment Zone, and the establishment of the 34th Street Empowerment Zone and the North University Empowerment Zone. This action was taken to encourage redevelopment and revitalization within the City of Lubbock, through the promotion of economic development within the Zones. Through the establishment of the three Zones, Market Lubbock, Inc. has geographic boundaries within which it can implement its Commercial Revitalization Grant Program.

PKJ, LLC is renovating their property at 3416 34th Street, located within the 34th Street Empowerment Zone, as designated by the City of Lubbock. The scope of the permittable project includes paint, awnings, signing and framing. The total cost of the project is estimated to be $33,494, and the requested grant amount is $3,349. The Market Lubbock, Inc. Board of Directors approved this amount at their November 29, 2023 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $33,494, with $3,349 to be paid by Market Lubbock, Inc. upon completion with the requested grant.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Commercial Revitalization Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to PJK, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock CR Permittable Grant – PKJ LLC
11.29.23

RE 23-83

RESOLUTION APPROVING

PKJ, LLC 3416 34TH STREET
COMMERCIAL REVITALIZATION FAÇADE AND PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, November 29, 2023, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to PKJ, LLC, who is renovating its property at 3416 34th Street, located within the Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

PKJ has owned the property, also known as North Indiana Gardens, since 1999. The property has been the home of popular tenants such as Holly Hop Ice Cream Shoppe, Sugarista Bakery, and so many others. PKJ, LLC looks forward to many more years of success for their tenants and the 34th Street corridor overall.

The scope of the facade work includes paint, awnings, siding, and framing totaling $50,000 in façade expenses and $33,494 in permittable work with a grand total of $83,494 in expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant PKJ, LLC a Commercial Revitalization Façade Grant for $25,000 and a Commercial Revitalization Permittable Grant $3,349 at 3416 34th Street, which is in the Lubbock Neighborhood Empowerment Zone designated by the City of Lubbock, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Blake Womble, and Seconded by Director, Dr. John Opperman,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with PKJ, LLC to the property at 3416 34th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

MARKET LUBBOCK, INC.

COMMERCIAL REVITALIZATION GRANT PROGRAM



3416 34th St.

(PKJ, LLC)

TOTAL COMBINED SCOPE OF WORK = $83,494

COMBINED GRANT = $28,349

TOTAL FAÇADE SCOPE OF WORK = $50,000

FAÇADE GRANT = $25,000

TOTAL PERMITTABLE SCOPE OF WORK = $33,494

PERMITTABLE GRANT = $3,349

Commercial Revitalization Grant Program
Presented to MLI Board
November 29, 2023

Project 3416 34th St. (Façade & Permittable)

PKJ, LLC is renovating its property at 3416 34th St., located within the Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

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The MLI Board is being asked to consider a Commercial Revitalization Grant Program façade grant for PKJ, LLC totaling $25,000 and a Commercial Revitalization Grant Program permittable grant of $3,349 at 3416 34th St.

MARKET LUBBOCK

Commercial Revitalization Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects — Phone: 806.23.8241
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 — Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	11/15/23 per email JQ
Projected Project Start Date	12/01/23
Project Property Address	3416 34th St.79410
Property LCAD R#	50030

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	PKJ, LLC
Street Address	2907 Laurel Cherry Way
City, State, Zip	The Woodlands, TX 77380

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Scott Womack, Coldwell Banker Commercial Capital Advisors
Title	Property Manager
Phone Number	806-535-0888
Email	swomack@coldwellbanker.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Owner Approved ☐

Grant Type (May choose both if applicable): Permittable ☐ Façade ☑

Detailed Project Summary (including projected start date) and Description of Work:

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TOTAL	**$83,494**	**$28,349**

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Are you in good standing with the State of Texas? Yes

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APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

- ☐ Scope of work meets East Side/34th St./N. University standards and guidelines?
- ☐ Are permits required for any aspect of the scope of work?
- ☐ Are public improvements required?
- ☐ Is there a current Certificate of Occupancy on file for this property?

Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☐ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received:_____

- ☐ Copies of City permits or City approval
- ☐ Copy of Current Certificate of Occupancy
- ☐ Detailed Construction Bids or Schedule of Values
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- ☐ Architectural Renderings (if applicable)

After completion of construction:

- ☐ Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)*

Proof of Payment:

- ☐ PAID Invoices (must reference the approved project)
- ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
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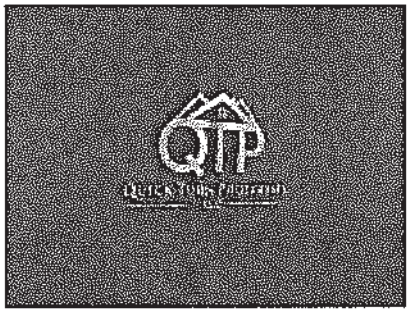
Grant Types

- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of $5,000
  - The permittable grant reimburses 10% of approved expenses up to a $50,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requring a City of Lubbock permit

- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of $1,000
  - The façade grant reimburses 50% of approved expenses up to a $25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearnce of the façade

Signature (not required for electronic submittals): _____

Date: _____



Quick Turn Properties LLC

1909 128th
Lubbock Tx
79423
8065358041
quickturnpropertiesllc.com
homes@quickturnpropertiesllc.com

ESTIMATE
EST100551

DATE
10/30/2023

PO #
34th & Indiana rev1

TOTAL
USD $31,191.00

TO

Debbie Roberson

8069285769
lubbockdesign@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Prep & Paint Metal Roof Wall Power wash exterior of roof wall & remove all loose paint and debris. Utilize TSP in areas as needed to remove chalking. Apply one coat of SW Bond Plex finish paint colored in SW Iron Ore (sw7069) and ensure proper coverage.	$10,386.00	1	$10,386.00
Prep & Paint Porch Ceiling Power wash metal porch celing on South side of building & remove all loose paint and debris. Spot prime rusted areas as needed. Apply one coat of BM Ultra Spec Ext finish paint colored in SW Iron Ore (sw7069) and ensure proper coverage.	$12,555.00	1	$12,555.00
Prep & Paint Metal Awnings Frames Power wash metal awning frames & remove all loose paint and debris. Spot prime rusted areas as needed. Apply Rustoleum High Performance Enamel colored in Black and ensure proper coverage.	$2,250.00	1	$2,250.00

DESCRIPTION	RATE	QTY	AMOUNT
Material Allowance Allowance to provide for: Paint & Expendables (Does not include rental equipment, water hauling, or any unforseen extraneous material cost.)	$6,000.00	1	$6,000.00

TOTAL USD $31,191.00

I/we hereby agree and warrant that you are the owner/authorized agent for the job site listed above (the "property") and hereby authorize Quick Turn Properties to enter the property, furnish materials, supply all equipment and perform all labor necessary to complete the services/procedures as outlined in this scope. This is an estimate, not a contract for services. The summary above is furnished by Quick Turn Properties as a good faith estimate of work to be performed at the location described above and is based on our evaluation and MAY not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I/we understand that the final cost of the work may differ from the estimate. This is not a guarantee of the final price of the work to be performed. I/we agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Dave's
ROOFING ▼ SIDING
METAL BUILDINGS

KCBD 11 BEST OF THE WEST 2015

707A Hwy 62-82
Wolfforth, TX 79382
Phone: (806) 866-0065
www.davesroofing.net

Name / Address
Debbie Roberson

Date	Estimate #
10/9/2023	1919

Rep	Project
DJ	3404 34th Street

Description	Total
LABOR ONLY	7,500.00
Install siding on (30) 6.5"x24"x9.5' columns. Install siding on (2) 6.5"x48"x9.5' L-shaped columns. Install siding on wall area 10'x20'.	
Bend and install trim missing on top side of building.	200.00
Total	$7,700.00

QUEST & SONS INC MFG CO/ AWNINGS

LARGE AWNING REPLACEMENT	- $8,910.00
REINSTALL	- $1,200.00
PLUS TAX	-$ 834.08
	$9,744.00
SMALL SIDE AWNING	- $1,450.00
REINSTALL	-$ 300.00
PLUS TAX	-$ 144.38
	$1,894.38

ACME BRICK
brick.com
Lubbock Sales

7202 66th St Lubbock, TX 79407 (806) 747-3181 brick.com

Sales Rep: Gary Pearce Sales Rep Phone: (806) 224-3206
Sales Rep Email: gpearce@brick.com

Sales Order Summary – "Estimate"

10/4/2023

SUBJECT TO CONDITIONS BELOW....PLEASE READ CAREFULLY

CUSTOMER:	Account #:	4801258	SHIP TO:	4801260
	Name:	AboutDesign	Name:	AboutDesign
	Address:	3105 81st Street	Address:	34th And Indiana - Shopping Center
	City, St, Zip:	Lubbock, TX 79423	City, St, Zip:	Lubbock, TX 79413
	Phone #:	806-9285769		

Order Number:	8060242 SO	**Order Date:**	10/4/2023	**Requested:**	10/27/2023
PO#:	34th And Indiana			**Job Name:**	Shopping Center - Remodel
Contact:					

Product Code	Quantity	UOM	Product Description	NON STD	Unit Price	Extended Price
891185 891185	18.00	EA	HarrywoodPls26CedarSidingBx SHWPG26.302		672.20	12,099.60
891193 891193	14.00	EA	HarrywoodPlsStartStripCedar M10SHWP.302		17.50	245.00
855206 855206	118.00	EA	OCnrHookCedar M20C.302		61.35	7,239.30
855211 855211	1.00	EA	FltCoilCedar100' FR16G26.100.302		735.00	735.00
868077 868077	16.00	EA	WoodScrewsBg250 A059.250		35.00	560.00
853223	1.00	$	Transportation Charge		1,043.95	1,043.95

Kirby, Dustin Date Customer Date

Terms, Conditions & Charges to Quotation

The terms and conditions for the sale of the above-referenced products and/or services are set forth on Acme's Website at http://brick.com/terms-and-conditions ("Terms and Conditions") and are incorporated by reference into this Estimate. By executing below, Customer acknowledges it has read and agrees to and intends to be bound by the Terms and Conditions. Customer further acknowledges having reviewed, approved, and accepted all items, products, units, sizes, quantities, descriptions, and prices referenced in this Estimate, including any Special Order Product (as defined in the Terms and Conditions).

Tax Amount:	1,808.64
Total Amount:	23,731.49

Kirby, Dustin Date Customer Date

Terms, Conditions & Charges to Quotation

The terms and conditions for the sale of the above-referenced products and/or services are set forth on Acme's Website at http://brick.com/terms-and-conditions ("Terms and Conditions") and are incorporated by reference into this Estimate. By executing below, Customer acknowledges it has read and agrees to and intends to be bound by the Terms and Conditions. Customer further acknowledges having reviewed, approved, and accepted all items, products, units, sizes, quantities, descriptions, and prices referenced in this Estimate, including any Special Order Product (as defined in the Terms and Conditions).

Wade Zeringue

Bid for Debbie Roberson

This outlines the work on the exterior renovation for 34th & Indiana shopping center.

Demo work-
- No demo work on this project.

Reconstruction- Total labor cost: $5,900.00
- Build-out 34 columns front of building to specified dimensions.
- Fur-out white tiled area of front of building for the attachment of siding.

Material list- Total material cost: $3,334.00
- All framing lumber
- Fasteners

Total Bid proposal: $9,234.00

Before Photos – North Indiana Gardens






INDIANAGARDENS
BARBER SHOP
Sugarista
EYEBROW
THREADING
WAXING
FACIAL
NAILS & SPA
STUDENT
10%
DISCOUNT


Vintage Rose


OAKS PHARMACY

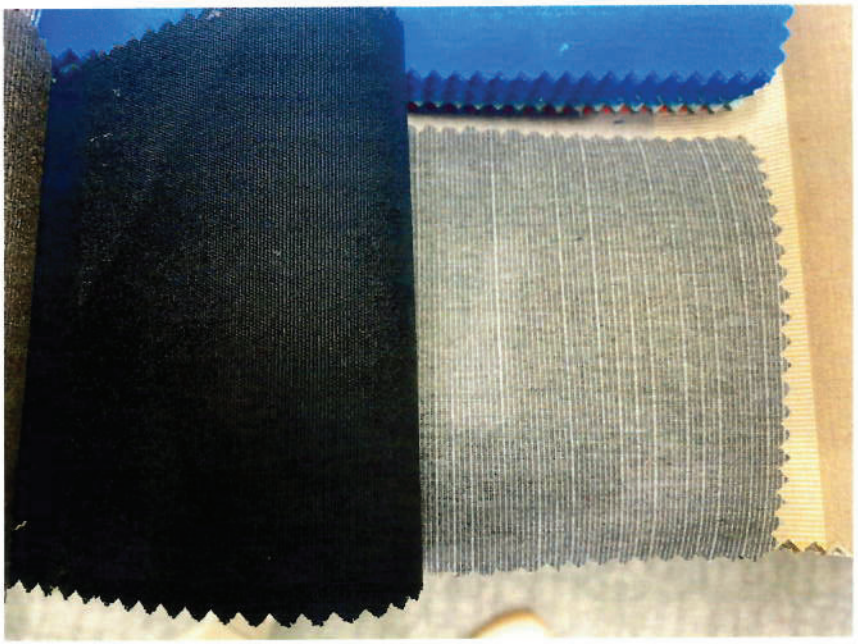
New Finishes

Repaint Red Metal and Under Canopy with Sherwin Williams – Iron Ore (sample on top of chair).

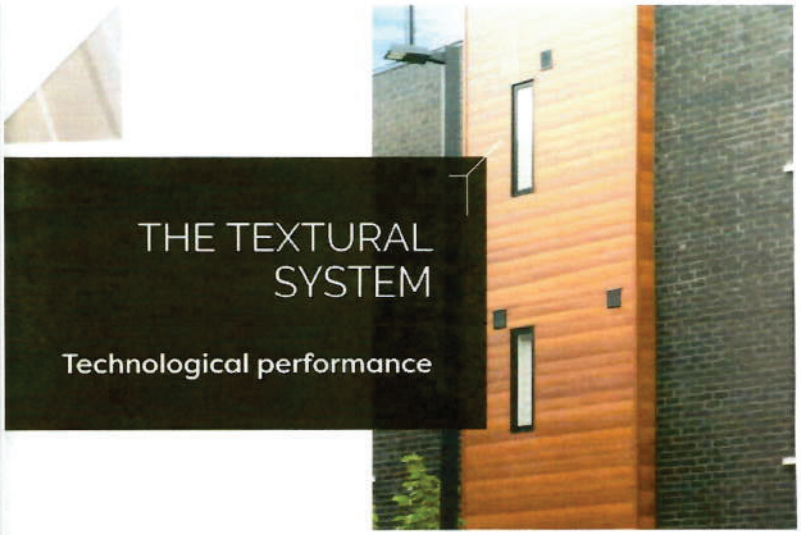
Metal slat material to cover newly-constructed columns – Grey slat material on photo below.



Awning Material (Light Grey as shown below)



Metal System that will be used to wrap columns and cover tile on building



THE TEXTURAL SYSTEM

Technological performance

MAC's exclusive TEXTURAL III and IV paint processes provide superior protection against extreme weather and climatic conditions.

The constant search for aesthetics and premium quality is part of our DNA, which is why TEXTURAL technology is applied to all our products. Our wide variety of colors creates an unparalleled depth of hue and texture, perfectly reproducing noble materials such as oxidized copper, zinc, and wood, while matte surface finishes eliminate unwanted glare from the sun and provide a clean finish.

TEXTURAL TECHNOLOGY PERFORMANCE UNDER THE MICROSCOPE

- Exceptional corrosion resistance
- Excellent fade resistance
- Superior protection against weathering and extreme climatic conditions
- Scratch and delamination resistance

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving the method of assessment classification for the Cypress Ranch Public Improvement District (PID), and calling for a Public Hearing on January 9, 2024.

Item Summary

Following a public hearing at the regular City Council meeting on December 5, 2023, the City Council approved the creation resolution establishing the Cypress Ranch PID. The creation resolution was recorded with the Lubbock County Clerk's Office on December 8, 2023, as required by state statute.

The next step in the PID establishment process is to consider a resolution approving the classification(s) regarding the method of assessment and to call a public hearing to consider an ordinance to levy the assessment. All properties are identified as one classification with the method of assessment being based on assessed values. A proposed list of the property owners, addresses, valuations, assessment rates, and assessments will be made available for review by the public in the City Secretary's Office after January 9, 2024.

Fiscal Impact

None

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution

RESOLUTION

WHEREAS, through Resolution 2023-R0589 the City Council of the City of Lubbock (the "Council") has authorized the creation of the Cypress Ranch Public Improvement District (the "PID") pursuant to Chapter 372 of the Texas Local Government Code (the "Code"); and

WHEREAS, the Code requires the Council to review and approve an ongoing Service Plan (the "Plan") for the PID, with such Plan covering a period of at least five (5) years, defining the annual indebtedness, projecting the costs for improvements in the PID, and including an assessment plan for the PID; and

WHEREAS, the Code requires the Council to prepare a proposed assessment roll (the "Roll") stating the assessment against each parcel of land in the PID, with such Roll to be filed with the municipal secretary and being made available for public inspection; and

WHEREAS, based on the Roll, the Code requires the Council to apportion the cost of improvements and services to be assessed against the property within the PID on the basis of special benefits accruing to such property because of said improvements or services and to establish the methods for the assessment of the special benefits among the various classes of property within the PID; and

WHEREAS, the Code requires the Council to hold a public hearing to consider the proposed apportionment and assessment for the PID, and for the Council to require that notice of the public hearing is published in a newspaper of general circulation within the City of Lubbock, and that notice of the public hearing is mailed to owners of property liable for assessment within the PID; and **NOW, THEREFORE:**

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

SECTION 1: THAT city staff is hereby directed to prepare a Service Plan for the Cypress Ranch Public Improvement District, with such Service Plan covering a period of at least five (5) years, defining the annual indebtedness, projecting the costs for improvements in the Cypress Ranch Public Improvement District, and including an assessment plan for the Cypress Ranch Public Improvement District.

SECTION 2: THAT city staff is hereby directed to prepare a proposed assessment roll for the Cypress Ranch Public Improvement District stating the assessment against each parcel of land in the Cypress Ranch Public Improvement District, with such proposed assessment roll to be filed with the municipal secretary and being made available for public inspection.

SECTION 3: THAT a public hearing is hereby scheduled at two in the afternoon (2:00 PM), Tuesday, January 9, 2024 in the City Council Chambers, 1314 Avenue K, Lubbock, Texas, to consider the proposed apportionment and assessment for the Cypress Ranch Public Improvement District.

SECTION 4: THAT the notice of the aforementioned public hearing shall be published in a newspaper of general circulation in the city before the tenth (10th) day before the date of the public hearing as required by Chapter 372 of the Texas Local Government Code, with such notice containing the date, time, and place of the public hearing; the general nature of the improvements and services; the cost of the improvements and services; the boundaries of the assessment district; and, a statement that written or oral objections will be considered at the public hearing.

SECTION 5: THAT when the proposed assessment roll is filed with the municipal secretary, city staff is hereby directed to mail to the last known address of each property owner liable for assessment (as reflected on the tax rolls) a notice of the public hearing containing, at a minimum, the information contained in the published notice.

Passed by the City Council on _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

AI# 12104
Regular City Council Meeting **5. 15.**
12/12/2023:

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2023-O0146, abandoning and closing portions of a water line and two sewer line easements located in Section 29, Block AK to the City of Lubbock, Lubbock County, Texas, located at the southwest corner of 66th Street and Iola Avenue.

Item Summary

On December 5, 2023, the City Council approved the first reading of the ordinance.

The City of Lubbock is in receipt of a request to abandon and close portions of a water line and two sewer line easements located at the southwest corner of 66th Street and Iola Avenue in the Bacon Crest Subdivision.

The total area of the easements being closed is 13,466 square feet. There is no charge to close easements. The proponent desires to close the easements due to a change in the development of this property. The easements, which are not currently in use, are no longer needed.

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

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Sec 29, Blk AK - Ordinance
Sec 29, Blk AK - GIS Map.pdf
EXHIBIT 1
EXHIBIT 2
EXHIBIT 3

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF A WATER LINE AND TWO SEWER LINE EASEMENTS LOCATED IN SECTION 29, BLOCK AK TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH ARE MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the easements as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use, such easements being more particularly described in the attached Exhibits "1," "2," and "3."

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 _____, 2023.

Passed by the City Council on second reading this ____day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

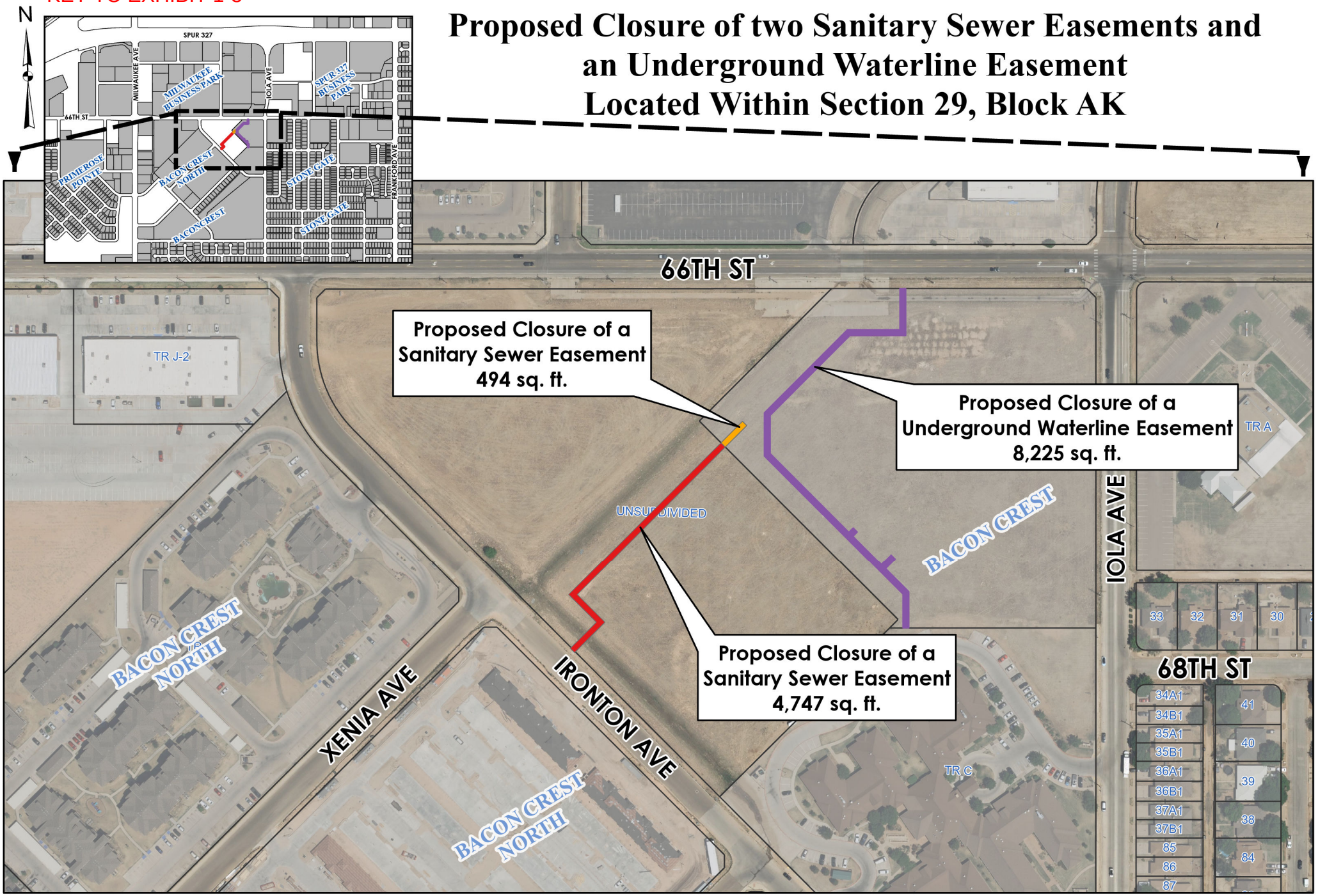
APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Ord.Water Line and Sewer Line Easements Section 29 Block AK 11.10.23

KEY TO EXHIBIT 1-3

Proposed Closure of two Sanitary Sewer Easements and an Underground Waterline Easement Located Within Section 29, Block AK



0 250 500 750 1,000 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2022

EXHIBIT "1"

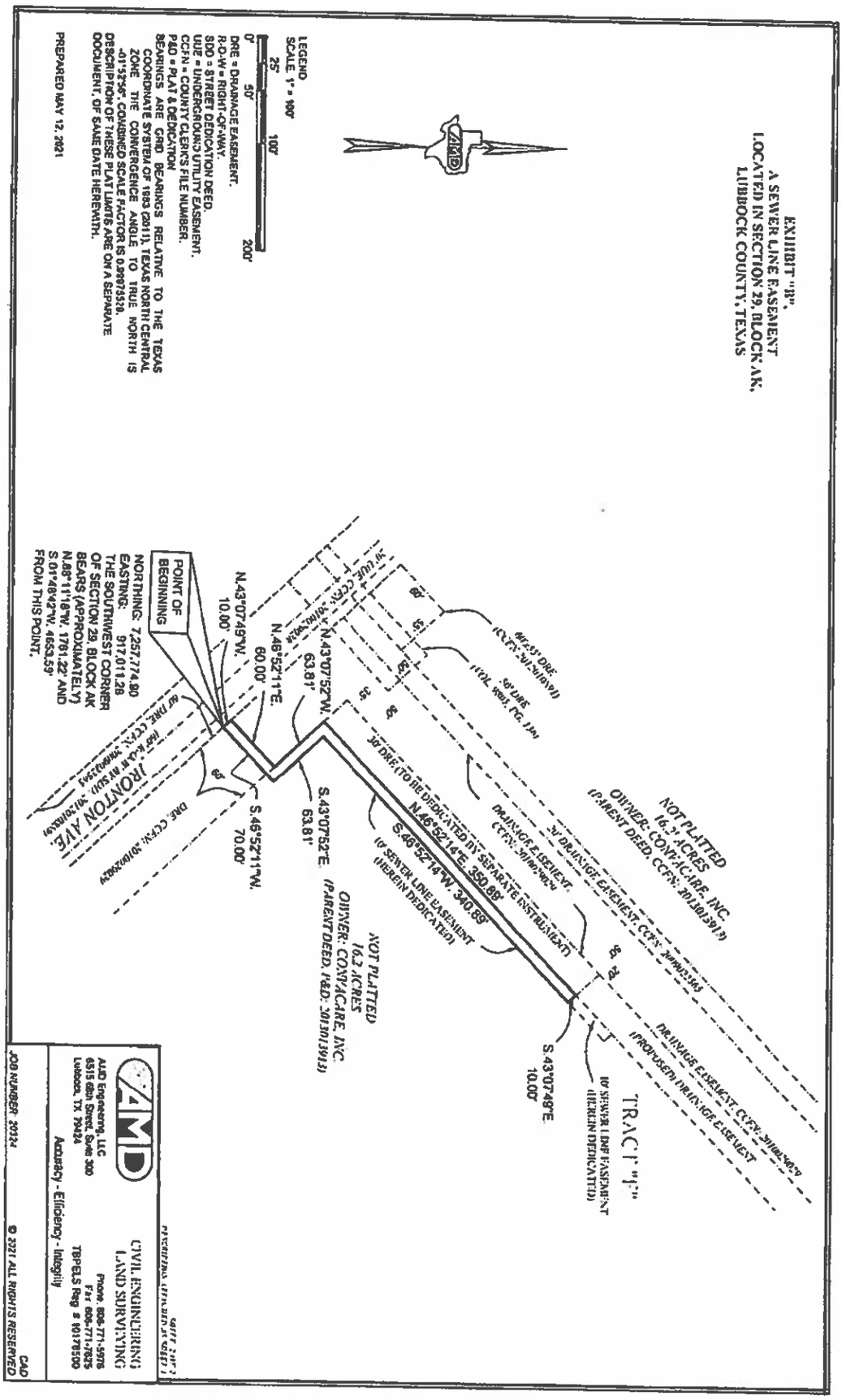

EXHIBIT "B"
A SEWER LINE EASEMENT
LOCATED IN SECTION 29, BLOCK AK,
LUBBOCK COUNTY, TEXAS
LEGEND
SCALE 1" = 100'
0' 25' 50' 100' 200'
DRE = DRAINAGE EASEMENT.
R-O-W = RIGHT-OF-WAY.
SDD = STREET DEDICATION DEED.
UUE = UNDERGROUND UTILITY EASEMENT.
CCFN = COUNTY CLERK'S FILE NUMBER.
P&D = PLAT & DEDICATION
BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01°52'56". COMBINED SCALE FACTOR IS 0.99973529.
DESCRIPTION OF THESE PLAT LIMITS ARE ON A SEPARATE DOCUMENT, OF SAME DATE HEREWITH.
PREPARED MAY 12, 2021
POINT OF BEGINNING
NORTHING: 7,257,774.80
EASTING: 917,011.28
THE SOUTHWEST CORNER OF SECTION 29, BLOCK AK BEARS (APPROXIMATELY) N.88°11'18"W. 1781.22' AND S.01°48'42"W. 4653.59' FROM THIS POINT.
IRONTON AVE.
(80' R.O.W. BY SDD) (80' WIDE CCFN: 2018031341)
DRE CCFN: 2018031341
N.43°07'49"W. 10.00'
N.46°52'11"E. 60.00'
S.46°52'11"W. 70.00'
N.43°07'52"W. 63.81'
S.43°07'52"E. 63.81'
60' DRE CCFN: 2018031341
50' DRE (1974, VOL. PG. 1)
30' DRE TO BE DEDICATED BY SEPARATE INSTRUMENT
DRAINAGE EASEMENT CCFN: 2018031341
N.46°52'14"W. 340.69'
S.46°52'14"E. 350.69'
10' SEWER LINE EASEMENT (HEREIN DEDICATED)
NOT PLATTED
16.2 ACRES
OWNER: CONTACARE, INC.
(PARENT DEED, P&D: 2013013913)
S.43°07'49"E. 10.00'
TRACT "1"
10' SEWER LINE EASEMENT (HEREIN DEDICATED)
DRAINAGE EASEMENT CCFN: 2018031341
(PROPOSED DRAINAGE EASEMENT)
NOT PLATTED
16.2± ACRES
OWNER: CONTACARE, INC.
(PARENT DEED, CCFN: 2013013913)
AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 66th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-9575
Fax: 806-771-7035
TBPELS Reg # 10176100
Accuracy - Efficiency - Integrity
JOB NUMBER 20124
CAD
© 2021 ALL RIGHTS RESERVED

EXHIBIT "2"

AMD Engineering and Surveying

DESCRIPTION FOR
A SEWER LINE EASEMENT,
LOCATED IN BACON CREST, TRACT "F",
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

Description of a Sewer Line Easement granted by and located in Bacon Crest, Tract "F", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk's File Number 2021026624 of the Official Public Records of Lubbock County, Texas, said easement contains 0.011 acres (494 SF) of land being further described by metes and bounds as follows:

BEGINNING at point of intersection in the southwest plat limits of said Tract "F", whence the most western corner of said Tract "F", bears N. 43° 08' 20" W. a distance of 50.00 feet;

THENCE N. 46° 52' 14" E. a distance of 49.41 feet to a point of intersection for a corner of this easement;

THENCE S. 43° 07' 46" E. a distance of 10.00 feet to a point of intersection for a corner of this easement;

THENCE S. 46° 52' 14" W. a distance of 49.41 feet to a point of intersection for a corner of this easement;

THENCE N. 43° 07' 49" W. a distance of 10.00 feet to the **POINT OF BEGINNING**. Bearings are grid bearings based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

230319 – SLE Closure in Bacon Crest, Tract "F"

6515 68th Street, Suite 300
Lubbock, Texas 79424

TBPE Reg. # F-9197
TBPELS Reg. #101785-00

Office: (806) 771-5976
Fax: (806) 771-7625

EXHIBIT "3"

AMD Engineering and Surveying

DESCRIPTION FOR
A WATERLINE EASEMENT,
LOCATED IN BACON CREST, TRACT "F",
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

Description of a Waterline Easement granted by and located in Bacon Crest, Tract "F", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk's File Number 2021026624 of the Official Public Records of Lubbock County, Texas, said easement contains 0.189 acres (8225 SF) of land being further described by metes and bounds as follows:

BEGINNING at point of intersection in the south right-of-way line of 66th Street, as described in a Street Dedication Deed recorded in Volume 1152, Page 269 of the Deed Records of Lubbock County, Texas, whence the most northerly northwest corner of said Tract "F", bears S. 88° 11' 44" E. a distance of 294.37 feet;

THENCE S. 01° 50' 14" W. a distance of 76.87 feet to a point of intersection for a corner of this easement;

THENCE N. 88° 09' 46" W. a distance of 91.23 feet to a point of intersection for a corner of this easement;

THENCE S. 46° 50' 14" W. a distance of 183.05 feet to a point of intersection for a corner of this easement;

THENCE S. 01° 50' 14" W. a distance of 62.13 feet to a point of intersection for a corner of this easement;

THENCE S. 43° 09' 46" E. a distance of 180.57 feet to a point of intersection for a corner of this easement;

THENCE N. 46° 50' 14" E. a distance of 10.00 feet to a point of intersection for a corner of this easement;

THENCE S. 43° 09' 46" E. a distance of 10.00 feet to a point of intersection for a corner of this easement;

THENCE S. 46° 50' 14" W. a distance of 10.00 feet to a point of intersection for a corner of this easement;

THENCE S. 43° 09' 46" E. a distance of 65.02 feet to a point of intersection for a corner of this easement;

THENCE N. 46° 50' 14" E. a distance of 22.50 feet to a point of intersection for a corner of this easement;

THENCE S. 43° 09' 46" E. a distance of 10.00 feet to a point of intersection for a corner of this easement;

THENCE S. 46° 50' 14" W. a distance of 22.50 feet to a point of intersection for a corner of this easement;

THENCE S. 43° 09' 46" E. a distance of 53.44 feet to a point of intersection for a corner of this easement;

6515 68th Street, Suite 300
Lubbock, Texas 79424

TBPE Reg. # F-9197
TBPELS Reg. #101785-00

Office: (806) 771-5976
Fax: (806) 771-7625

THENCE S. 01° 50' 14" W. a distance of 59.38 feet to a point of intersection for a corner of this easement;

THENCE N. 88° 09' 52" W. a distance of 10.00 feet to a point of intersection for a corner of this easement;

THENCE N. 01° 50' 14" E. a distance of 55.24 feet to a point of intersection for a corner of this easement;

THENCE N. 43° 09' 46" W. a distance of 319.02 feet to a point of intersection for a corner of this easement;

THENCE N. 01° 50' 14" E. a distance of 70.42 feet to a point of intersection for a corner of this easement;

THENCE N. 46° 50' 14" E. a distance of 191.34 feet to a point of intersection for a corner of this easement;

THENCE S. 88° 09' 46" E. a distance of 85.37 feet to a point of intersection for a corner of this easement;

THENCE N. 01° 50' 14" E. a distance of 66.86 feet to a point of intersection for a corner of this easement;

THENCE S. 88° 11' 44" E. a distance of 10.00 feet to the **POINT OF BEGINNING**. Bearings are grid bearings based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

230319 – WLE Closure in Bacon Crest, Tract "F"

6515 68th Street, Suite 300
Lubbock, Texas 79424

TBPE Reg. # F-9197
TBPELS Reg. #101785-00

Office: (806) 771-5976
Fax: (806) 771-7625

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2023-O0147, abandoning and closing portions of an access and drainage easement located in Section 22, Block E-2, Lubbock County, Texas, located south of 126th Street, east of Quaker Avenue.

Item Summary

On December 5, 2023, the City Council approved the first reading of the ordinance.

The City of Lubbock is in receipt of a request to abandon and close portions of an access and drainage easement located in Solaris Estates, Tract “D”. south of 126th Street, east of Quaker Avenue.

The total area of the easements being closed is 11,638 square feet. There is no charge to close easements. The proponent desires to close the easements due to a change in the development of this property.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Signed Ordinance - Section 22, Block E-2
Section 22, Block E-2 GIS map

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF AN ACCESS AND DRAINAGE EASEMENT LOCATED IN SECTION 22, BLOCK E-2, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2023.

Passed by the City Council on second reading this ____day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



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

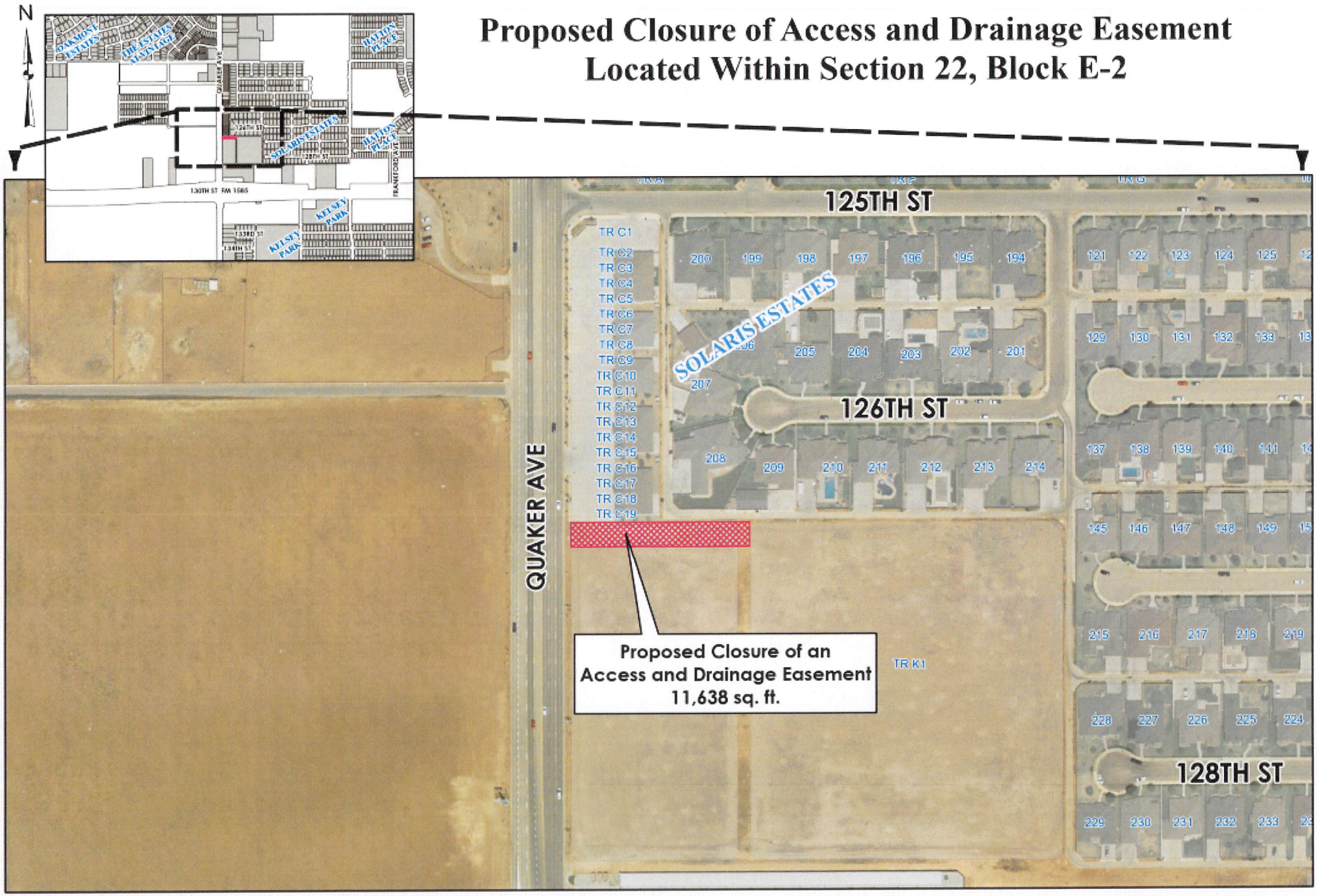
APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

Ord.Access and Drainage Easement Section 22 Block E-2
11-10-23

Proposed Closure of Access and Drainage Easement Located Within Section 22, Block E-2



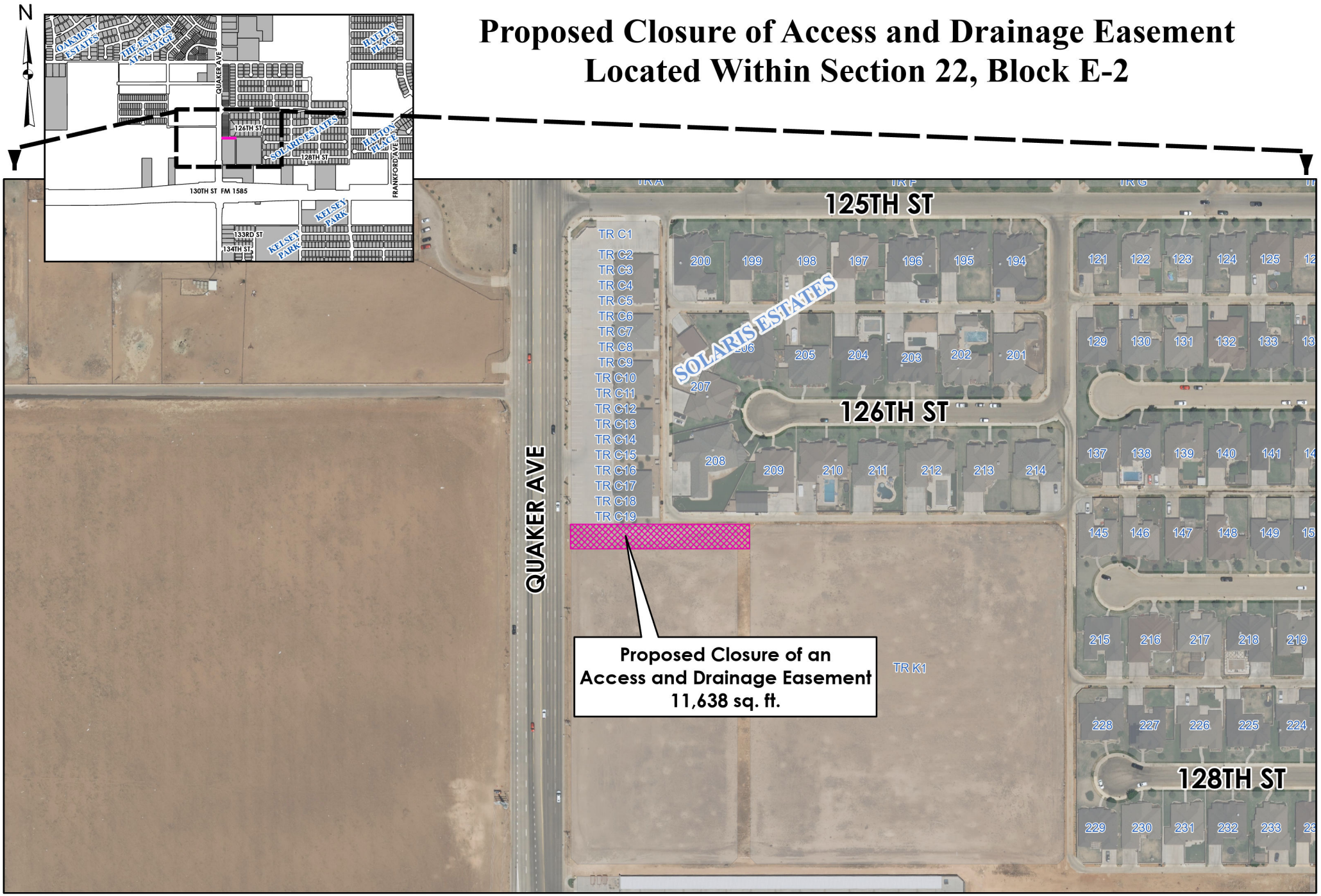
0 250 500 750 1,000 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2022

Proposed Closure of Access and Drainage Easement Located Within Section 22, Block E-2



0 250 500 750 1,000 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2022

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Street Use License Agreement, by and between the City of Lubbock and Tropicale Foods, LLC., at the intersection of Locust Avenue and East 33rd Street.

Item Summary

Tropicale Foods, LLC, is requesting a Street Use License to utilize a 240-square-foot portion of the right-of-way at the intersection of Locust Avenue and East 33rd Street, for the purpose of installing a fence gate and a private waste water force main.

The minimum license fee of $100 per year will apply to the encroachment. The term of this license will be for 5 years, and will be automatically extended for successive 5-year terms, not to exceed 20 years. The license fee for each 5-year period is $500, paid in advance, pursuant to current City policy.

Fiscal Impact

$500 to the General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Signed Tropicale SUL Resolution
Signed Tropicale SUL
Tropicale GIS map

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License Agreement by and between the City of Lubbock and Tropicale Foods, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Street Use License Agreement-Tropicale Foods, LLC
11.10.23

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2023, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **TROPICALE FOODS, LLC,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the **CITY OF LUBBOCK** does hereby grant to the LICENSEE, the right, privilege and License to use a portion of a dedicated street for wastewater pre-treatment, and being further described as follows:

A portion of the right-of-way at the intersection of Locust Avenue and 33rd Street, Lubbock, Texas.

Said portion of a dedicated street being further described in the attached Exhibit "A".

The term of this License shall be for twenty (20) years from date hereof, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **1001 E. 33rd Street, Lubbock, Texas 79404,** or the last known address of LICENSEE.

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

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

term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

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

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

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

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

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

General Liability Insurance. Owner shall maintain general liability insurance with a combined single limit of a minimum of $100,000 per occurrence and such insurance shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

Owner shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. Such Certificate of Insurance shall name the City of Lubbock as an additional insured and must include wording which states that the policy shall be primary with respect to any insurance carried by City of Lubbock and be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

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

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

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

AGREED TO AND ACCEPTED this _____ day of _____, 2023.

CITY OF LUBBOCK:

_____
TRAY PAYNE, MAYOR

TROPICALE FOODS LLC:

By: John Full

Printed Name: JOHN FULL

Title: CFO

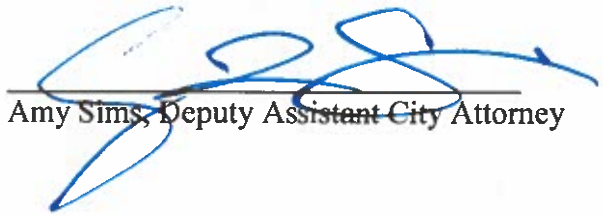
ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


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

APPROVED AS TO FORM:


Amy Sims, Deputy ~~Assistant City~~ Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF Lubbock §

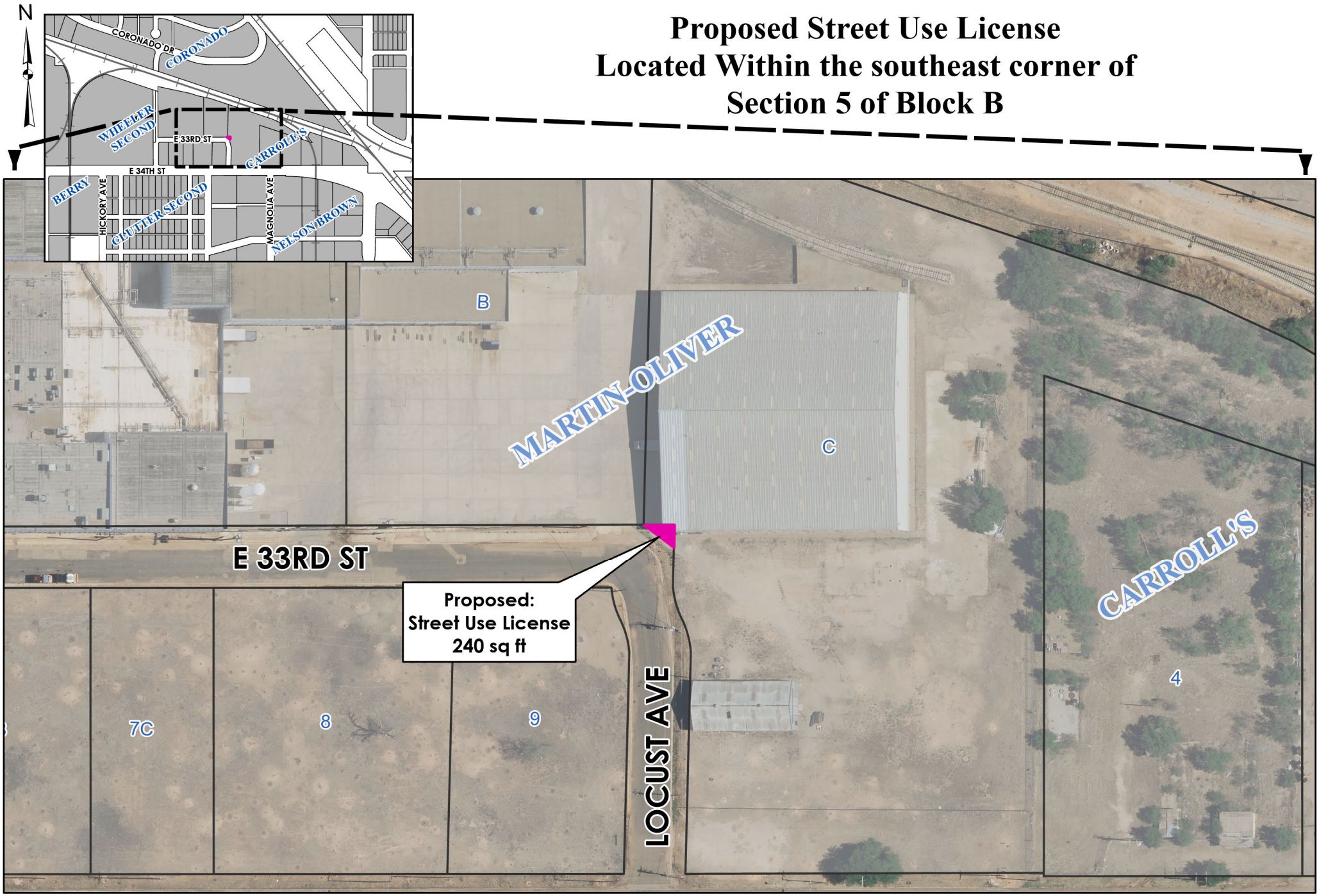
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John Full, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of December, 2023.

Notary Public in and for the State of Texas
My Commission Expires: 8/31/24

DAKOTA ROBERT BEAUDOIN
Notary ID #130804003
My Commission Expires
August 31, 2024

Proposed Street Use License
Located Within the southeast corner of
Section 5 of Block B



Feet

0 100 200 300 400 500

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

City of Lubbock TEXAS

Digital Orthophotography - May 2022

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Professional Services Agreement, Contract 17752, with Parkhill, Inc., for providing Design Phase Services for the The Southeast Water Reclamation Plant - Plant 4 Primary Clarifiers Rehabilitation Project.

Item Summary

The Southeast Water Reclamation Plant (SEWRP) Plant 4 Primary Clarifier Rehabilitation project will provide for the replacement of the aging primary clarifier infrastructure, equipment, and electrical components at the SEWRP.

This contract will allow for Parkhill to perform condition assessment and preliminary design of the SEWRP 4 Primary Clarifiers.

Staff recommends execution of this professional service agreement based upon fair and reasonable fees agreed for a total not to exceed amount of $91,730, and a contract time of 180 calander days.

Fiscal Impact

Contract 17752 in the amount of $91,730, is funded in Capital Improvements Project 92837, SEWRP Plant 4 Primary Clarifiers Rehabilitation.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Micheal G. Keenum P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Professional Service Agreement
Location Exhibit
CIP Spreadsheet
Budget Detail

RESOLUTION

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

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

Passed by the City Council on _____.

_____
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. 17752 – Parkhill _ SEWRP 4
11.30.23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17752 is entered into this ___ day of _____, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill, (the" Engineer"), a Texas corporation.

WITNESSETH

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

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

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

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

ARTICLE I. TERM

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

ARTICLE II. SERVICES AND COMPENSATION

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

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

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,

ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

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

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

Tommy Harms, P.E.
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2344
Email: tharms@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the 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, Engineer verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Engineer is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the engineer or vendor agrees that the contract can be terminated if the engineer or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Engineer agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY 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:

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

Exhibit "A"

PROFESSIONAL ENGINEERING SERVICES

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

Proposed Total Clarifier Preliminary Engineering Fee of $91,730

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

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

Exhibit "B"

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: October 6, 2023

Prepared By: DWA
Principal: BMS
Project Manager: DWA

Project Name: SEWRP Plant 4 Primary Clarifier Imp
Project Number: TBD
Task/Discipline: TBD
Projected Start Date: November 1, 2023

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 15.00%
Markup on Reimbursables: 15.00%

Fee Costs Summary (Profit and Markup Included in Total Fee)		**Fee Summary** (OH and Profit in Labor, Markup included in Directs and Reimbursables)	
Labor Cost:	$75,630		
Direct Consultants:	$14,000	Labor:	$75,630
Direct Expenses:		Directs:	$16,100
Reimbursable Consultants:		Subtotal:	$91,730
Reimbursable Expenses:		Reimbursables:	
Total Fee:	**$91,730**	**Total Fee:**	**$91,730**

Labor Costs **Project:** SEWRP Plant 4 Primary Clarifier Imp **Project Number:** TBD **Task/Discipline:** TBD **Current Fee:** $91,730

			1	2	3	4	5	6	7	8	
		Category	CivilEngineers	CivilEngineers	CivilEngineers	ElectricalEngineers	CivilEngineers	SupportEmployees			
		Staff Title - Level	Senior Project Manager Civil-PL6	Civil Project Engineer-PL4	Civil Engineer-PL2	Project Electrical Engineer-PL6	Civil Project Engineer-PL5	Project Assistant-SS4			
		Hourly/Billing Rate	$283.00	$218.00	$151.00	$295.00	$263.00	$105.00			
		Resource (Employee) Name (Blank if not known)									
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
Preliminary Engineering											
Project management			12								12
Review of existing			8	16	30	8	8				70
Site visit for evaluation		2	16	16	16		16				64
Electrical evaluation and visit		1	8			8					16
Report of findings			16	24	30	8	8	4			90
Develop options and OPC			16	12	12	4	4				48
Review options and OPC			8	8							16
Incorporate comments and issue			2	4	16						22
Labor Subtotals	Hours	Trip Count	3	86	80	104	28	36	4		338
	Salary			$24,338	$17,440	$15,704	$8,260	$9,468	$420		$75,630

Direct Expenses Project: Project No: Task: Current Fee:

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs	Amount
611 Structural Consultant	$14,000
612 Mech/Elec Consultant	
613 Environ/Civil Consultant	
614 Architectural Consultant	
615 Testing Consultant (Geotech, CMT, TAB, etc.)	
616 Surveying Consultant	
617 Interior Design Consultant	
618 Other Consultant - Kitchen / Food Consultant	
618 Other Consultant - Acoustical Consultant	
618 Other Consultant - AV/ IT Consultant	
618 Other Consultant	
Total Direct Consultants	$14,000

Direct Expense Costs							
621 Travel							
Motel	Days @		Men @	/Man-day	=		
Air Travel	Air Fare @		Men @	/Man	=		
Parking	Days @		/Day		=		
Car Rental	Days @		/Day		=		
Mileage	Miles @	$0.545	@	3 Trips	=		
						Subtotal	
622 Reproductions							
Blackline Prints							
34" x 22"		Shts @	$2.50	/Sht @	Sets =		
36" x 24"		Shts @	$2.75	/Sht @	Sets =		
42" x 30		Shts @	$3.25	/Sht @	Sets =		
Other		sf @	$0.55	/sf @	Sets =		
Mounting Foam Board		Boards @	$10.00	/ea @			
Printing:							
Set Up Fee		Originals @	$0.15	/Sht @	Submittals =		
8-1/2" x 11" B&W		Originals @	$0.09	/Sht @	Sets =		
8-1/2" x 11" Color		Originals @	$0.55	/Sht @	Sets =		
11" x 17" B&W		Originals @	$0.18	/Sht @	Sets =		
11" x 17" Color		Originals @	$1.05	/Sht @	Sets =		
Binding Cost		Sets @	$2.00	/Set	=		
Laminating		Shts @	$2.00	/Sht	=		
Scan to file							
Burn to CD/DVD		CD/DVD @	$13.50	/each	=		
Scan Specs		Originals @	$0.15	/Sht	=		
Scan Drawings		Originals @	$1.50	/Sht	=		
						Subtotal	
623 Models/Renderings/Photos			Shots @	/Shot			
624 Telephone	Calls @		/Call				
625 Meals	Days @		Men @	/Man-day			
626 Field Supplies							
628 Postage	Mailings @		/Mailing	(Standard)			
628 Postage	Mailings @		/Mailing	(Overnight)			
629 Publications							
630 Misc Reimbursable Exp							
632 Temporary Personnel							
634 Office Supplies							
635 CADD							
636 Field Equip Rental							
639 License & Regulation Fee							
643 NM Gross Receipt Tax							
647 Computer Supplies							
						Total Direct Expenses	



0 150 300 600 Feet

Southeast Water Reclamation Plant

Plant 4 Primary Clarifier Rehabilitation Project

City of Lubbock TEXAS

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

City of Lubbock, TX
Capital Project
Project Cost Detail
December 12, 2023

Capital Project Number:	92837
Capital Project Name:	SEWRP 4 - Primary Clarifier Rehabilitation

	Budget
Encumbered/Expended	
None to Date	$-
Agenda Items, December 12, 2023	
Contract 17752 with Parkhill	91,730
Encumbered/Expended To Date	91,730
Estimated Costs for Remaining Appropriation	
Design of SEWRP 4 Primary Clarifiers	108,270
Remaining Appropriation	108,270
Total Appropriation	$200,000

CIP 92837 SEWRP Plant #4 Primary Clarifier Rehabilitation

Replacement Infrastructure

Project Manager: Mary Gonzales - Wastewater Treatment

Project Scope

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

Project Justification

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

Project Highlights

Council Priorities Addressed:Community Improvement

Project Dates

Design -10-1-23
Bid Date -10-1-24
Construction Start Date - 3-1-24
Construction End Date - 9-30-26

Project History

Project Location

Southeast Water Reclamation Plant

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Design	$0	$200,000	$0	$0	$0	$0	$0
Construction	$0	$0	$1,000,000	$1,000,000	$0	$0	$0
TOTAL	**$0**	**$200,000**	**$1,000,000**	**$1,000,000**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Water/Wastewater Fund Cash	$0	$200,000	$1,000,000	$1,000,000	$0	$0	$0
TOTAL	**$0**	**$200,000**	**$1,000,000**	**$1,000,000**	**$0**	**$0**	**$0**

Operating Budget Impacts

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

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Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 17484, for design professional services for the Canyon Lake 6 Dredging Project.

Item Summary

The City of Lubbock recently discovered, through floodway studies in the Canyon Lakes System, that its capacity has continued to diminish over the years. Overgrown vegetation and sedimentation are some of the main factors for this reduced capacity. On July 25, 2023, dredgeSMART was awarded Contract 17484 to allow for testing and preliminary design of the Canyon Lake 6 Dredging Project, which included hydrographic surveying, permit discovery, and sedimentation testing.

Amendment No. 1 to Contract 17484, will amend the scope of work to include design and permitting services for the Canyon Lake 6 Dredging Project. Construction plans will be issued for bidding upon completion of the scope of work. Staff recommends execution of Amendment No. 1 to Contract 17484, based upon fair and reasonable fees agreed on, for a total amount not to exceed $280,000, with a contract time of 120 calendar days.

Fiscal Impact

Amendment No. 1 for $280,000, is funded in Capital Improvements Project 8638, Canyon and Playa Lakes Restoration and Restudy.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Micheal G. Keenum P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Amendment 1
Original Agreement
Location Exhibit
CIP Spreadsheet
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Agreement Contract No. 17484 for Canyon Lake 6 dredging, by and between the City of Lubbock and dredgeSMART, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Amend #1 PSA-No. 17484– dredgeSMART
11.28.23

Amendment 1
To Agreement Between
The City of Lubbock, TX
And
dredgeSmart

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 25th day of July 2023, Contract No. 17484, by and between the City of Lubbock ("City") and dredgeSMART ("Engineer"), collectively (the "Parties").

Engineer is providing professional services for Canyon Lake 6 dredging.

On October 23, 2023 the Parties agreed in writing to extend the term of the agreement for an additional six (6) months.

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

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

The scope of the original agreement is hereby amended to include design and permitting services as described and set forth in "Exhibits A-C", attached to and incorporated herein. Further, the additional services herein shall be completed for an amount not to exceed two hundred eighty thousand dollars and 00/100 ($280,000.00).

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____2023.

CITY OF LUBBOCK

_____
TRAY PAYNE, Mayor

dredgeSMART

_____
Trent Lewis, FPC

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

dredgeSMART™
the dredging equation, solved.

Exhibit A: Scope of Services

City of Lubbock – Canyon Lake 6 – Dredging Engineering Program
DREDGING ENGINEERING
PHASE 2

---

dredgeSMART (dS) will provide the following services for a proposed project within the delineated Limits of Work as indicated in Exhibit B.

Prior to beginning work and if available, dS will be provided a current comprehensive boundary, topographic survey, and all electronic files previously prepared to be utilized for the work described in this agreement. dS will be entitled to rely on this data as being true and accurate in all respects and assume no liability for errors or conflicts that may arise as a result of inaccurate or incomplete information on provided files.

INCLUDED SCOPE OF SERVICES

A. For details of scope, sequence and cost, please refer to Exhibit C: Task, Scope and Fee Summary.
B. Sediment tests indicate that we can use standard disposal options for the materials
C. Dewatering trial reports to establish the % of dewatering expected from the material samples
D. Define success metrics with the City of Lubbock and where and what is the best solutions for dredging
E. Permit discovery indicates that we need at least the following permits, possibly more:
- United States Army Corps of Engineers will require a Nation-Wide Permit 16
- TCEQ will require a CWA section 401 certification
- Texas Parks and Wildlife Department will require a mussel survey as must be completed in any public waters as part of an Aquatic Resource Relocation Plan. Survey must be done over 60 degrees so it will have to wait until spring time
- Texas Parks and Wildlife Department will also require a Marl, Sand, and Gravel permit
- Note: additional permits from local municipalities to include flood plain and temporary storage easements dependent on the final design plan of the project

For details of scope, sequence, and cost, please refer to Exhibit C: Task, Scope and Max- Budget, Not-To-Exceed Fee Summary.

CLIENT OBLIGATIONS

- Dewatering tract identification, negotiation and securing easements within a practical radius of the project site
- Traffic plans, park closures, trail detours, and any ancillary park operations that affect the dredging or dewatering scope. Any specifications over the project timeline must be provided after the 30% drawing package milestone
-

REIMBURSABLE EXPENSES:

The following items shall be considered as reimbursable expenses to this contract:
- Printing/reproduction services
- Travel/mileage

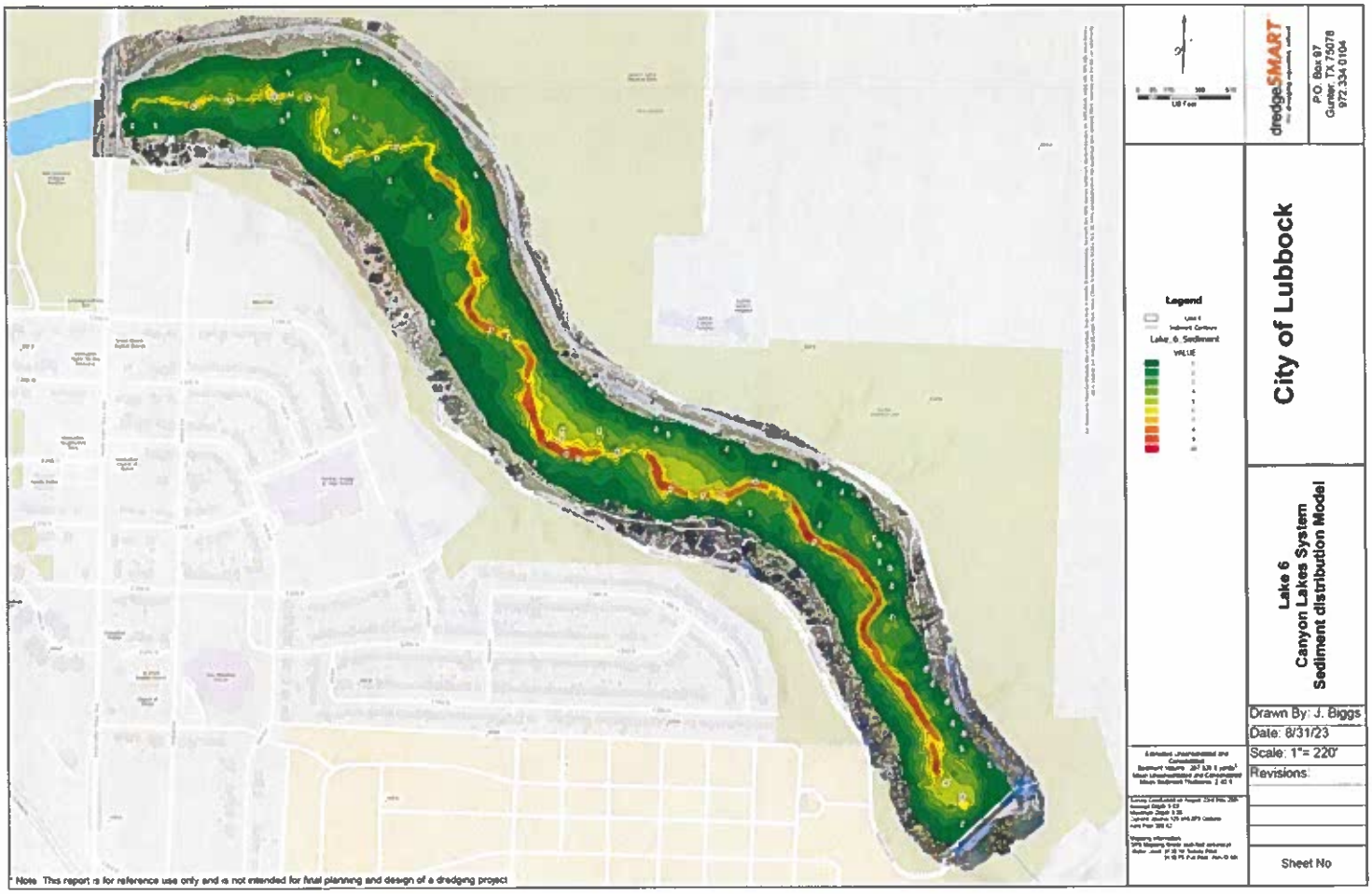
- Equipment usage fees
- Courier/overnight fees
- All City or agency required fees including submittal and review fees

EXCLUSIONS: (Can be provided at agreed upon additional cost if requested by client.)

a. Topographical/Land/Aerial Survey Services
b. Civil Design Services (outside of dredging scope)
c. Traffic studies
d. Storm Water Pollution Prevention Plan (SWPPP)
e. Subsurface Utility Engineering (SUE)
f. Geotechnical Services
g. Environmental Service

dredgeSMART™
the dredging equation, solved.

EXHIBIT B: Limits of Work



Sediment Distribution Area



Water Bathymetric Survey

EXHIBIT C: TASK, SCOPE AND MAX-BUDGET, NOT-TO-EXCEED FEE SUMMARY

ENGINEERING PHASE.TASK	Description	LUMP SUM FEE
EN1.0	Dredging Plan Drafting (30% Submittal) to include preliminary basin design, dredging quantity based on basin capacity/location. Consider all constraints and present 3 options to find the optimal approach. Conduct dewatering tests from various samples in upper and lower end composites out of the dredging areas.	
EN1.1	Dredging Plan Drafting (65% Submittal) dredgeSMART shall respond to the Client's comments of the preliminary report, plus success metrics, and prepare a 65% design including constructions drawings and initial engineer's rough order of magnitude cost estimate for the project.	
EN1.2	Construction Plan Drafting and Specifications: dredgeSMART shall compile the 95% plans and specifications for the project to include survey data and specific contract terms based on Client's requirements. 95% Design to include construction drawings and updated ballpark cost estimates (if needed)	
EN1.3	Bid phase services: dredgeSMART shall attend the meeting to discuss project and answer questions that bidders may have. dredgeSMART will review bid references, verify bid tab, and check for errors as well as provide recommendations of award for the bid. dredgeSMART shall also assist the City in preparing addendums as needed to clarify the contract document.	
EN1.4	Submit final Construction Plans and Specifications (100% Submittal) to the Client for distribution. dredgeSMART shall issue electronic copies of signed and sealed construction plans in PDF format for bidding and construction. Documents shall be signed and sealed by Texas P.E. The Client shall be responsible for the bidding phase services.	
Total	ENGINEERING PHASE	$220,000
	Billing Milestones – 40% initial billings then progress billings	

Permitting PHASE.TASK	Permitting Contingency (Based on Results of Discovery Phase)	LUMP SUM FEE
PT1.1	Additional permits from local municipalities to include flood plain and temporary storage easements dependent on the final design plan of the project	TBD
PT1.2	Known Permit List • United States Army Corps of Engineers will require a Nation-Wide Permit 16 • TCEQ will require a CWA section 401 certification • Texas Parks and Wildlife Department will also require a Marl, Sand, and Gravel permit	$60,000
PT1.3	• Texas Parks and Wildlife Department will require a mussel survey as must be completed in any public waters as part of an Aquatic Resource Relocation Plan • This is a 3rd party service and we need to provide design criteria in order to provide a quote • The City of Lubbock will be responsible for payment of 3rd Party contractors	TBD
Sub Total	PERMITTING PHASE	$60,000
	Billing Milestones – Progress Billings	

Note: After completion of the engineering and permitting, the next phase is RFP services including bid tabulation, contractor selection, and RPR services for project execution.

Note: The design work will be completed in an expedited fashion. Permitting efforts will start immediately. However, timelines vary depending on submittal and response cycles and any issues that come up. It is possible that the 6-month extension will be fully utilized or may need to be extended to get all permits accomplished.

EXHIBIT C: TASK, SCOPE AND FEE SUMMARY (cont'd)

dredgeSMART™
the dredging equation, solved.

RATE/FEE SCHEDULE BREAKDOWN

FEE CODE	FEE DESCRIPTION	FEE
ENG	Dredging Engineers – planning, engineering, review	$300/hr
HYD	Hydrographic Surveyors – data collection, data processing, modeling	$285/hr
HYD-EQP	Hydrographic Survey Data Collection Equipment	$5,500/day
PM	Project Managers	$250/hr
LOG	Logistics Managers	$150/hr
LEGAL	Legal Services	$500/hr
VEH-PER	Travel by vehicle (personnel only, no equipment) – does not include personnel time	$0.85/mi
VEH-EQP	Travel by vehicle (equipment transport) – does not include personnel time	$3.00/mi
REPS	Reproducible Items – copies, plan sets, printouts	Cost +10%
TRAVEL	Airfare, lodging, meals, rental car/rideshare	Cost +10%

Resolution No. 2023-R0358
Item No. 5.12
July 25, 2023

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 17484 for the Canyon Lake 6 Dredging, by and between the City of Lubbock and dredgeSMART, 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 July 25, 2023.

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. 17484 – dredgeSMART
7.17.23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17484 is entered into this 25 day of July, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and dredgeSMART, (the" Engineer").

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Canyon Lake 6 Dredging, (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 90 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 $107,820, 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:

dredgeSMART
Trent Lewis, FPC
PO Box 97
Gunter, Texas 75058
Telephone: (972)334-0104
Email: trent@pondmedics.com

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

Kevin Prado, P.E.
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: (806)775-2325
Email: Kprado@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

dredgeSMART

By: _____
[Firm Signature]

Email: Trent@pondmedics.com

EXHIBIT A – City of Lubbock, TX
SCOPE OF SERVICES
DREDGING PLANNING
PHASE 1
Canyon Lake #6

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dredgeSMART (dS) will provide the following services for a proposed project within the delineated Limits of Work (per body of water) as indicated in Exhibit A, within the City Limits of Lubbock, TX.

Prior to beginning work and if available, dS will be provided a current comprehensive boundary, topographic survey, and all electronic files previously prepared to be utilized for the work described in this agreement. dS will be entitled to rely on this data as being true and accurate in all respects and assume no liability for errors or conflicts that may arise as a result of inaccurate or incomplete information on provided files.

INCLUDED SCOPE OF SERVICES

A. **For details of scope, sequence and cost, please refer to Exhibit B: Task, Scope and Fee Summary.**

REIMBURSABLE EXPENSES:

The following items shall be considered as reimbursable expenses to this contract:

- Printing/reproduction services.
- Travel/mileage
- Equipment usage fees
- Courier/overnight fees
- All City or agency required fees including submittal and review fees

EXCLUSIONS: (Can be provided at agreed upon additional cost if requested by client.)

a. Topographical/Land Survey Services
b. Civil/Dredging Design Services
c. Traffic studies
d. Storm Water Pollution Prevention Plan (SWPPP)
e. Subsurface Utility Engineering (SUE)
f. Geotechnical Services
g. Environmental Services

EXHIBIT A: Limits of Work

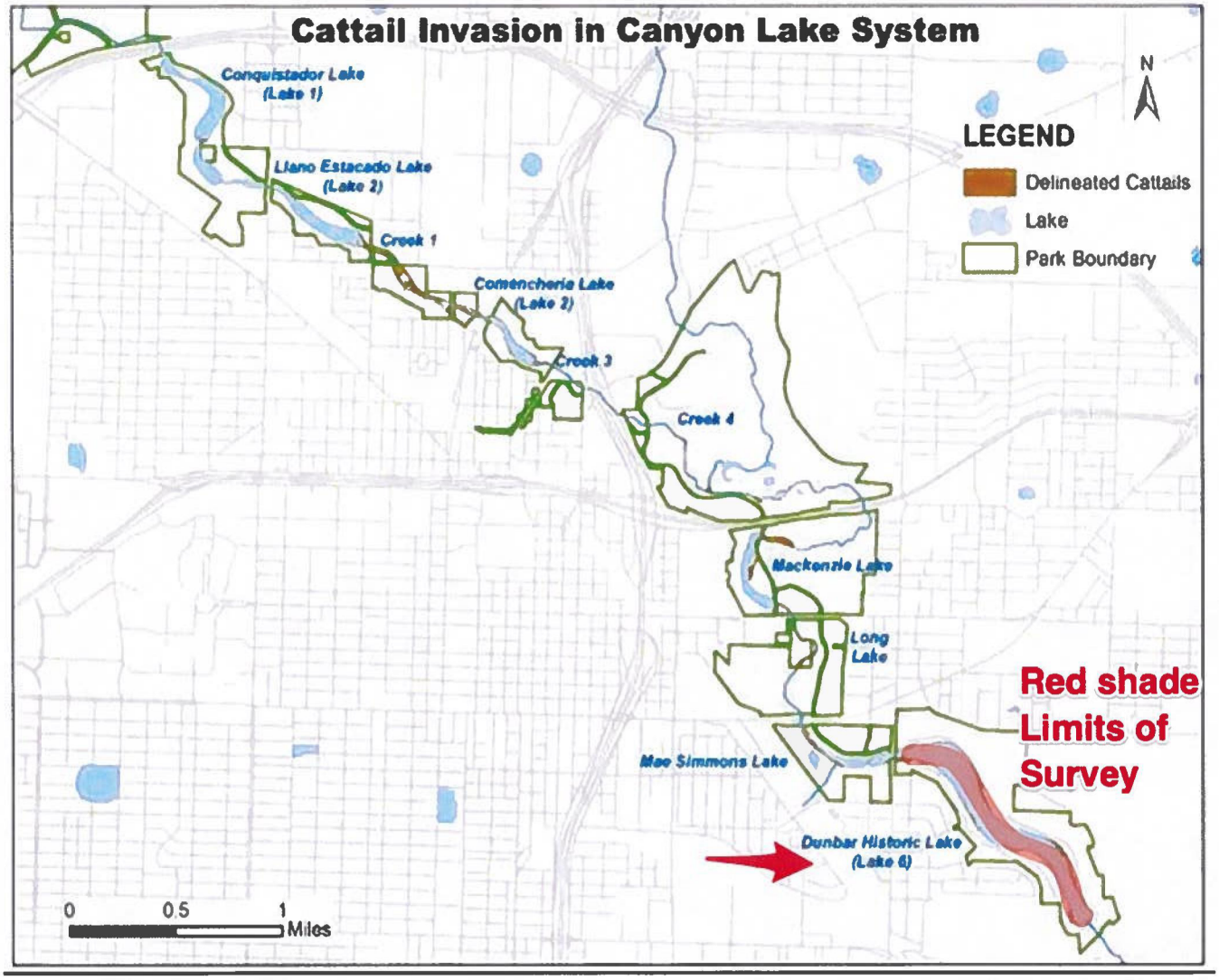


EXHIBIT B: TASK, SCOPE AND FEE SUMMARY (cont'd)

SURVEYS PHASE.TASK	HYDROGRAPHIC SURVEY – Bathymetric and Sub-bottom Profiling	EFFORT FEE (NOT TO EXCEED)
ST1.1	Canyon Lake #6 – Mobilization of Survey Teams and Equipment	
ST1.2	Canyon Lake #6 – Hydrographic Data Collection	
ST1.3	Canyon Lake #6 – Data Processing	
ST1.4	Team Meeting to discuss hydrographic results	
TOTAL	HYDROGRAPHIC SURVEY	$48,650
Effort Payment Percentages	30% mobilization, 30% post-data collection, 40% prior to team meeting	

DISCOVERY PHASE.TASK	PERMIT DISCOVERY – Options for Permitting	EFFORT FEE (NOT TO EXCEED)
DT2.1	Data and Document Reconnaissance	
DT2.2	Option Outlines Exhibit	
DT2.3	Team meeting to discuss permit options	
TOTAL	RETAINER	$12,700

SEDIMENT TESTING PHASE.TASK	SEDIMENT TESTING – Determine beneficial or hazardous constituents for disposal vetting	FEE and BILLING PERCENTAGE (NOT TO EXCEED)
STT1.1	Sediment Collection	20%
STT1.2	Sediment Lab Testing Panels	40%
STT1.3	Lab Report Drafting	20%
STT1.4	Client Submittal	20%
STT1.5	Team Directional Meeting	Included
TOTAL	Sediment Collection and Lab Testing Total	$46,470

QUOTE

Contract # 17484

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1048028

Date Filed:
07/19/2023

Date Acknowledged:
07/20/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PondMedics, LLC
Prosper, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Canyon Lakes Cattail Control
Cattail Control plan for Canyon Lakes System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lewis, Emily	Prosper, TX United States	X	
Lewis, James	Prosper, TX United States		X
Biggs, Jeff	Prosper, TX United States		X
Conner, Jarrod	Prosper, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

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PondMedics, LLC
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2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Canyon Lakes Cattail Control
Cattail Control plan for Canyon Lakes System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lewis, Emily	Prosper, TX United States	X	
Lewis, James	Prosper, TX United States		X
Biggs, Jeff	Prosper, TX United States		X
Conner, Jarrod	Prosper, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

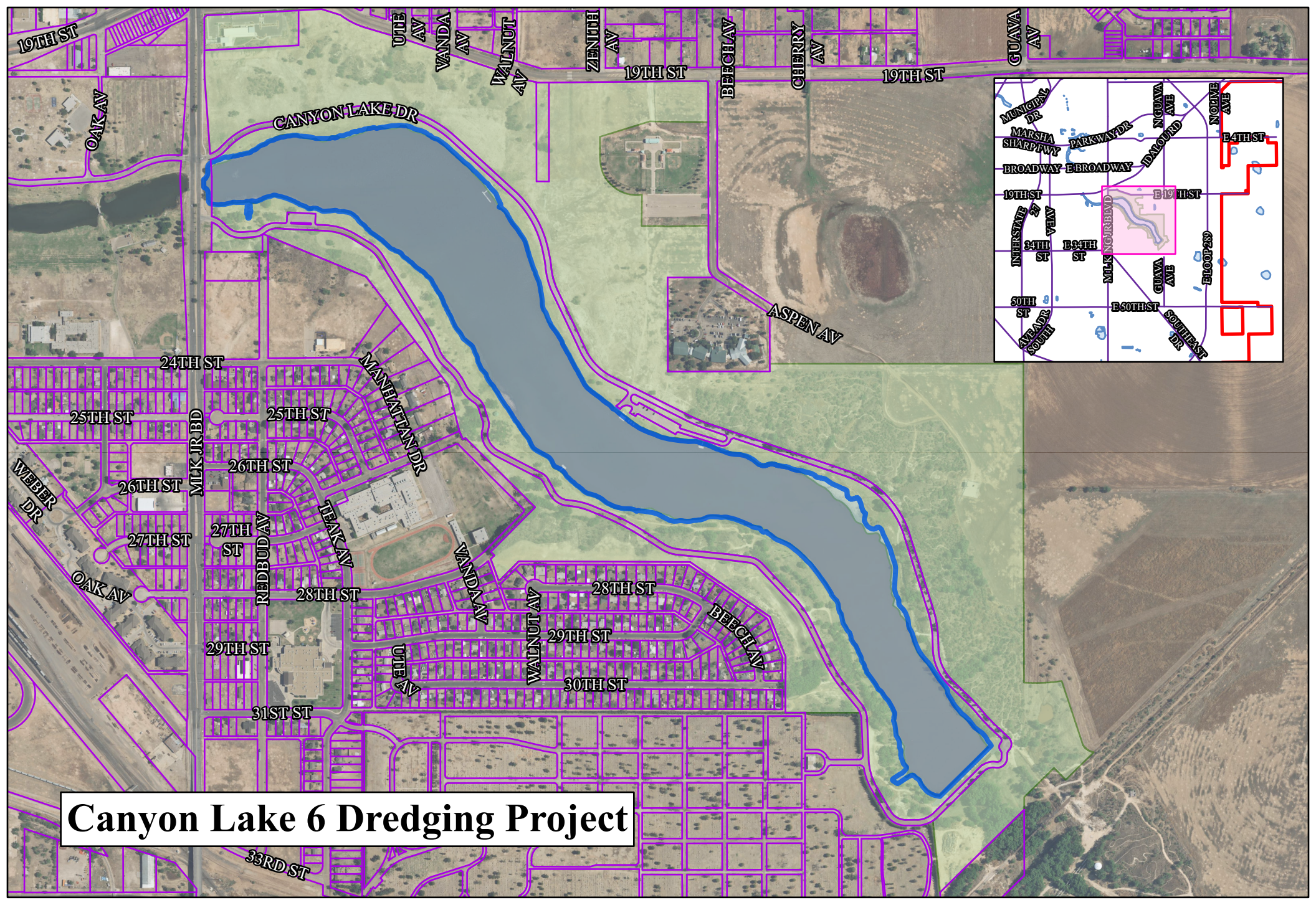
My name is Beth Proctor, and my date of birth is [redacted].

My address is 159 Parker Rd (street), VanAlstyne (city), TX (state), 75495 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____ (month), 20____ (year).

_____
Signature of authorized agent of contracting business entity
(Declarant)



Canyon Lake 6 Dredging Project

0 500 1,000 1,500 2,000 Feet

N

Lot-Block Lines

Canyon Lake 6 Park Boundary

Canyon Lake 6

Lubbock City Limits

City of Lubbock TEXAS

Digital Orthoimagery - July 2023

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

City of Lubbock, TX
Capital Project
Project Cost Detail
December 12, 2023

Capital Project Number:	8638
Capital Project Name:	Canyon Playa Restudy

Encumbered/Expended	**Budget**	
City of Lubbock Staff Time	$3,395	
Halff Associates INC	110,517	
V-Tech Environmental	8,100	
EUROFINS XENCO, LLC	7,102	
Contract 17484 - Canyon Lake 6 Dredging Planning		107,820
Agenda Items, October 26, 2021		
Amendment 1 to Contract 17484 - Canyon Lake 6 Dredging Design	280,000	
Encumbered/Expended To Date	516,935	
Estimated Costs for Remaining Appropriation		
Canyon Lake 6 Dredging Design	1,483,065	
Remaining Appropriation	1,483,065	
Total Appropriation	$2,000,000	

Managing Department **Stormwater Utility**

Project Manager **Josh Kristinek**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope
Playa Lake 045 (Higinbotham Park) will be over excavated to reduce flows through the 19th Street and Quaker Avenue corridor.

Project Start Date - Design: November, 2019
Project End Date - Design: July, 2021
Bid Date - Construction: October, 2021
Award Date for Bid - Construction: December, 2021
Project Start Date - Construction: February, 2022
Project End Date - Construction: July, 2023

Project Justification
The Federal Emergency Management Agency (FEMA) floodplain maps, published in September 2007, define floodways and floodplains in Lubbock for insurance purposes. The project involves hiring a consultant to review the FEMA floodway in the canyon lakes system to determine and map a more accurately defined floodway. Update the drainage models provided by FEMA with current information including new topography, aerial data and improved site conditions. Updated software shall be used to better represent the conditions in Lubbock. The updated models will be compared to the existing FEMA floodplain maps and all differences will be noted. Coordination with FEMA will occur throughout the process so that the submitted data complies with the latest FEMA requirements. The consultant will prepare necessary paperwork for submission to FEMA, and will assist in obtaining the final Letters of Map Amendment. Playas and Canyon Lakes will have volume restoration performed as needed to maintain volumes.

Project History
Recent projects have identified discrepancies and inconsistencies with the mapped floodway in the canyon lakes system. Also with the lapse of time, the capacity and original design has decreased and evolved. Work must be completed to restore the volume and functionality back to the original design. After the restoration is complete, a new study needs to be conducted to reflect the actual on-site conditions. This will allow a more accurate designation of the regulatory floodway that will become critical for any future development or redevelopment within this area.

$250,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$1,750,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Construction	0	0	1,750,000	0	0	0	0	1,750,000
Design and Engineering	250,000	1,750,000	0	0	0	0	0	2,000,000
Total Project Appropriation	250,000	1,750,000	1,750,000	0	0	0	0	3,750,000

Funding Detail	Funding to Date	FY 2022-23	Unappropriated Planning Years FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2019 Storm Water Cash	250,000	0	0	0	0	0	0	250,000
FY 2023 Storm Water Cash	0	1,750,000	0	0	0	0	0	1,750,000
FY 2024 Storm Water Cash	0	0	1,750,000	0	0	0	0	1,750,000
Total Funding Sources	250,000	1,750,000	1,750,000	0	0	0	0	3,750,000

Operating Budget Impact	FY 2022-23	Unappropriated Planning Years FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

AI# 12151
Regular City Council Meeting 5. 20.
12/12/2023:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Professional Services Contract 17762, with Hugo Reed and Associates, for design and bid phase professional services for the Southwest Lubbock Sanitary Sewer Expansion.

Item Summary

Southwest Lubbock is experiencing significant growth due to new development. The purpose of the Southwest Lubbock Sanitary Sewer Expansion Project is to serve this area with a large gravity sewer interceptor by extending the existing South Lubbock Sanitary Sewer further west. The Southwest Lubbock Sanitary Sewer Expansion Project will reduce the number of lift stations required by new development, which greatly reduces the annual operations and maintenance costs to the City.

Hugo Reed and Associates is qualified to perform this work, and is familiar with this corridor from previous projects and future development plans for the area.

Staff recommends execution of this Contract 17762, based upon fair and reasonable hourly rates agreed on, for a total amount not to exceed $235,956 with a contract time of 8 months.

Fiscal Impact

This Professional Service Agreement 17762, for $235,956, is funded in Capital Improvements Project 92801, Southwest Lubbock Sanitary Expansion.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Contract 17762
Location Exhibit
CIP Spreadsheet - 92801
92801 Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 17762 for the Southwest Lubbock sanitary sewer extension, by and between the City of Lubbock and Hugo Reed and Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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. 17762 – HR SW sanitary sewer extension
11.29.23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. ___17762_____is entered into this ___ day of _____, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Hugo Reed and Associates, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Southwest Lubbock Sanitary Sewer Expansion, (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 ____8__ months. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $235,956, 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 A, attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Engineer is at all times responsible to the City to perform the Services as provided in this Agreement and the Engineer is in no event relieved of any obligation under this Agreement upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by the Engineer shall be required by the Engineer to carry, for the protection and benefit of the City and the Engineer and naming said third parties as additional insureds, insurance as described above required to be carried by the Engineer in this Agreement.

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE,

OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT 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:

Hugo Reed
Nathan Rigler
1601 Avenue N
Lubbock, Texas 79401
Telephone: 806-763-5642
Email: nrigler@hugoreed.com

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

Joe Schaunaman
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone:806-775-2173

Email:jschaunaman@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, Assistant City Attorney

Firm

Hugo Reed and Associates, Inc.

By:
Jason Swofford, President

Email: jswofford@hugoreed.com

EXHIBIT A

Engineering Scope of Services

Southwest Lubbock Sanitary Sewer Project

City of Lubbock

Project Understanding

1. Project Description:
    a. The project includes the extension of gravity sanitary sewer improvements beginning at an existing manhole located at 132nd Street and Frankford Avenue south along Frankford Avenue to 146th Street and then west along 146th Street to Milwaukee Avenue.
    b. The sanitary sewer improvements design will maximize the depth of the sewer line for entire route.
    c. Sanitary sewer pipeline will be sized to accept wastewater flows from all likely contributing properties to the corridor and wastewater flows from the City of Wolfforth at a loading rate provided by the Client.
2. Special Considerations for this project:
    a. Design will be coordinated with adjacent developments currently under design to accommodate future connections.
    b. Design will evaluate future extension beyond project limits to City Limit line at 146th Street and Alcove Avenue to confirm project can be completed to final terminus.

The professional services generally will consist of:

- Design survey
- Existing right of way (ROW) limits survey
- Right of way acquisition services (limited to ROW/easement parcel boundary surveys and owner coordination, no legal or title services)
- Geotechnical investigation
- Franchise utility coordination
- Coordination with adjacent developments
- Design of sanitary sewer system improvements
- Design of surface improvements (driveways, culverts, ditches) impacted by construction (if necessary)
- Traffic control plans (if necessary)
- Bid phase support services

1. Design Survey (by Engineer)

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

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

- Design Survey
- HRA has completed a survey of the Frankford Avenue corridor under separate agreement. This data will be incorporated into the project.
- HRA will complete a topographic and improvements survey of the 146th Street corridor from Frankford Avenue to Milwaukee Avenue.
- Place 9 (9) permanent control monuments with aluminum caps in concrete. Establish horizontal state plane coordinates (NAD 83) using GPS. Establish vertical control coordinates on NAVD 88. Monuments will be set to accommodate the limits of construction where possible.
- Perform a field survey to identify and locate existing topographic elements within the project corridor consisting of the following:
    - Evidence of property boundary locations adjacent to the corridor.
    - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
    - Driveways (including material).
    - Parking lots within 20-ft of proposed ROW.
    - Alleys (including material).
    - Existing culvert sizes and invert elevations, including cross sections approaching culvert crossings and headwalls/wingwalls.
    - Existing driveways and swales.
    - Visible utilities consisting of: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities.
    - Utility markings as provided by utility owners via 811 locate request.
    - Traffic signal poles, cabinets, and other signal equipment, if present.
    - Signs (excluding temporary signs).
    - Trees (larger than 6" caliper) and tree clusters.
    - Buildings and permanent structures.
    - Retaining walls.
    - Fence/wall limits and material types (excluding temporary fences).
    - Other applicable physical features that could impact design.

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

2. Right-of-Way Survey and Services (by Engineer)

2.1. Provide Existing ROW Base Map

2.1.1 The existing ROW base map will consist of the following:

- Parcels and easements with current recording information.
- Current property owner.
- Existing platted easements and easements available in the public record including easements provided by utility companies.

3. Geotechnical (by Subconsultant)

3.1. Subsurface Exploration

3.1.1 Pipeline corridor

- Nine (9) soil bores between along the project corridor, at locations determined by the Engineer, to determine the characteristics of subsurface materials (soil classification, moisture, relative density, etc.)
- Standard penetration tests in accordance with ASTM D 1586 will be performed during boring operations.
- Soil samples will be identified according to test boring number and depth, and a representative portion of each sample will be sealed in a plastic bag to protect against moisture loss.
- Atterberg limits will be performed to determine the engineering properties of the soil.

3.2. Laboratory Services

Samples will be transported to the Subconsultant's laboratory where they will be examined and visually classified by a Geotechnical Engineer using the Unified Soil Classification System (USCS) in general accordance with ASTM D 2487. To aid in classification of the soils and determination of their selected engineering characteristics, a testing program will be conducted on selected samples in general accordance with the following standards:

Laboratory Test	**Test Standard**
Moisture Content	ASTM D 2216
Atterberg Limits	ASTM D 4318
Percent Passing No. 200 Sieve	ASTM D 1140

3.3. Engineering Services

3.3.1 Laboratory test results will be used to classify the soils according to the Unified Soil Classification System.

3.3.2 Subconsultant shall determine if soils present slope stability risks during excavation. If soils are determined to be unstable, recommendations for stabilization measures shall be provided.

4. Franchise Utility Coordination (by Engineer)

4.1. Coordination

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

4.1.2 Data Collection and Research

- Update and maintain database of existing franchise utility representatives, including representative contact information (email, mailing address, phone, etc.).
- Prepare exhibit that indicates franchise utility locations based upon 811 responses and survey.
- Coordination with Surveyor regarding topographic information to be collected on utility locations.

4.1.3 Franchise Conflicts Evaluation

- Coordinate possible conflicts due to pipeline profile and horizontal alignment.
- Evaluate adjustments to pipeline profile to avoid conflicts.
- Coordinate utility relocation assignments and schedule if required.

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

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

5. Preliminary Design

5.1. Project Management

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

- One (1) project kickoff meeting with the City.
- One (1) design review meeting on the preliminary milestone (30% Design).
- For all meetings, the Engineer will prepare the meeting agendas and minutes.

5.1.2 Coordinate with subconsultants.

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

5.1.4 Maintain Project Schedule

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

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

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

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

5.1.7 Project Administration

- Prepare project correspondence, and invoicing documents.

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

5.2.1 Utility Data (Public Utilities) – Coordination with City

- Existing water line locations/record drawings.
- Existing sewer line locations/record drawings.
- Sewer master plan documents for project area.

5.3. Preliminary Design Schematic (30%)

5.3.1 Prepare preliminary design schematic of proposed sanitary sewer line alignment and profile.

- Prepare preliminary plan and profile (roll plot format), which will consist of the following items:

- Control data
- Existing topography
- Existing improvements
- Proposed pipeline alignment
- Proposed manhole locations
- Existing water line locations
- Existing sanitary sewer line locations
- Existing franchise utility locations (relying upon information provided by franchise utilities and the data collected from 811 markings)
- Existing ground profile
- Preliminary pipeline profile

5.3.2 Pipeline Design

- Determine contributing service area, anticipated land uses and resulting wastewater flows.
- Coordinate with the City of Lubbock for determination of contributing wastewater flows from City of Wolfforth.
- Pipe sizing based on expected capacity requirements.
- Evaluate pipeline materials
  - Evaluate the suitability of fiberglass and PVC pipe materials for the project based on the flow capacity, backfill loading, lifespan, and constructability.

5.4. Opinion of Probable Construction Cost

5.4.1 Perform quantity takeoff and develop construction cost projection for the selected pipe material.

5.4.2 Because the Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

5.5. Deliverables (roll plot) – The roll plot schematic will be finished to a level of detail that is equivalent to a 30% plan set, in roll plot format.

5.5.1 Deliverables will consist of the following:

- Schematic Roll Plot document
- Preliminary opinion of probable construction cost

6. Final Design

6.1. Project Management

6.1.1 Progress and Review Meetings:

- Schedule, prepare for, attend, and document two (2) progress meetings and one (1) review meeting to monitor the development of the project.

- Progress meetings will be held to discuss design issues and progress of plan production.
- Review meetings will be conducted at 90% Plan Submittal.

6.1.2 Coordinate with subconsultants.

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

6.1.4 QA/QC

- Engineer will perform an internal review prior to all submittals (90% and Final) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City.
- City review comments will be documented and addressed after 90% review meeting. Engineer will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.

6.1.5 Project Administration

- Prepare project correspondence and invoicing documents.

6.2. Sanitary Sewer Pipeline Construction Documents

6.2.1 Prepare plan / profile sheets on 22" x 34" plan sheets at a scale of 1" = 50' horizontal, and 1" = 5' vertical.

- In addition to the items included in the preliminary design submittal, the PS&E will consist of the following items:
  - Proposed easement locations (if any)
  - Driveway repair details
  - Pipe stub outs for future connection
  - Hydraulic grade line
  - Trench details
  - Manhole details
  - Quantity summary sheets
  - Removal plan
  - Standard design details

6.2.2 Design lateral pipeline and stub plan and profiles.

6.2.3 Compile applicable City standard details. Modify standard details as needed.

6.3. Utility Adjustments - Public

6.3.1 Water and Sewer Adjustments

- Adjustments to existing water valves and manholes will be specified in the plans. Prepare special utility details to clarify intent of design (if needed).

6.4. Interim Design Submittal (95%) Deliverables

6.4.1 Submit 95% PS&E in PDF format to the City for review and comment.

6.4.2 This submittal will provide assurance that project scope is addressing project issues,and will allow for design changes with sufficient lead time for minor revisions. Deliverables to be provided with this submittal consist of the following:

- Title Sheet (100%)
- Index of Sheets (95%)
- Plan & Profile Sheets (95%)
- Construction Details (90%)
- Quantities and Summary Sheets (100%)
- Updated Estimate

6.5. Specifications and Project Manual
  6.5.1 Prepare written specifications and project manual for incorporation with the City's bid documents and proposal form.
6.6. Final Design Submittal (Bid Set) Deliverables
  6.6.1 Submit an electronic PS&E package to the City consisting of sealed plan sheets and all supporting documents required for bidding.
6.7. Post Bid Submittal Deliverables
  6.7.1 Submit one (1) PDF electronic copy of the plan set, specifications, and addenda after the project's bid opening.

7. Bid Phase Support

7.1. Support City during the bid phase to address and respond to questions from prospective bidders.
7.2. Prepare and submit addenda changes that are necessitated by questions during the bid phase.
7.3. Incorporate addenda changes into the Final Plan Set.
7.4. Assist the City in evaluating the bids and prepare a recommendation letter.

8. Additional Services

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

- Subsurface Utility Engineering
- Construction Contract Administration
- Construction Phase Engineer of Record support services
- Construction Phase RPR services
- Structural engineering for sanitary sewer structures
- Preparation for and attendance at public meetings beyond what was identified in the scope.
- Traffic control plans – HRA anticipates that project can be constructed without significant traffic disruptions.
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor.

TIME OF COMPLETION

Engineer and Subconsultants are authorized to commence work on the Project upon execution of a mutually acceptable contract and agrees to complete the services according to the following delivery schedule:

• Contract Execution / Notice to Proceed	December 12, 2023
• Design Survey, ROW Mapping, Geotechnical Investigation, Utility Coordination	December 31, 2023
• Preliminary Design Schematic (30%)	February 15, 2024
• Interim Design Submittal (95%)	April 5, 2024
• Final Design (Bid Set)	May 3, 2024

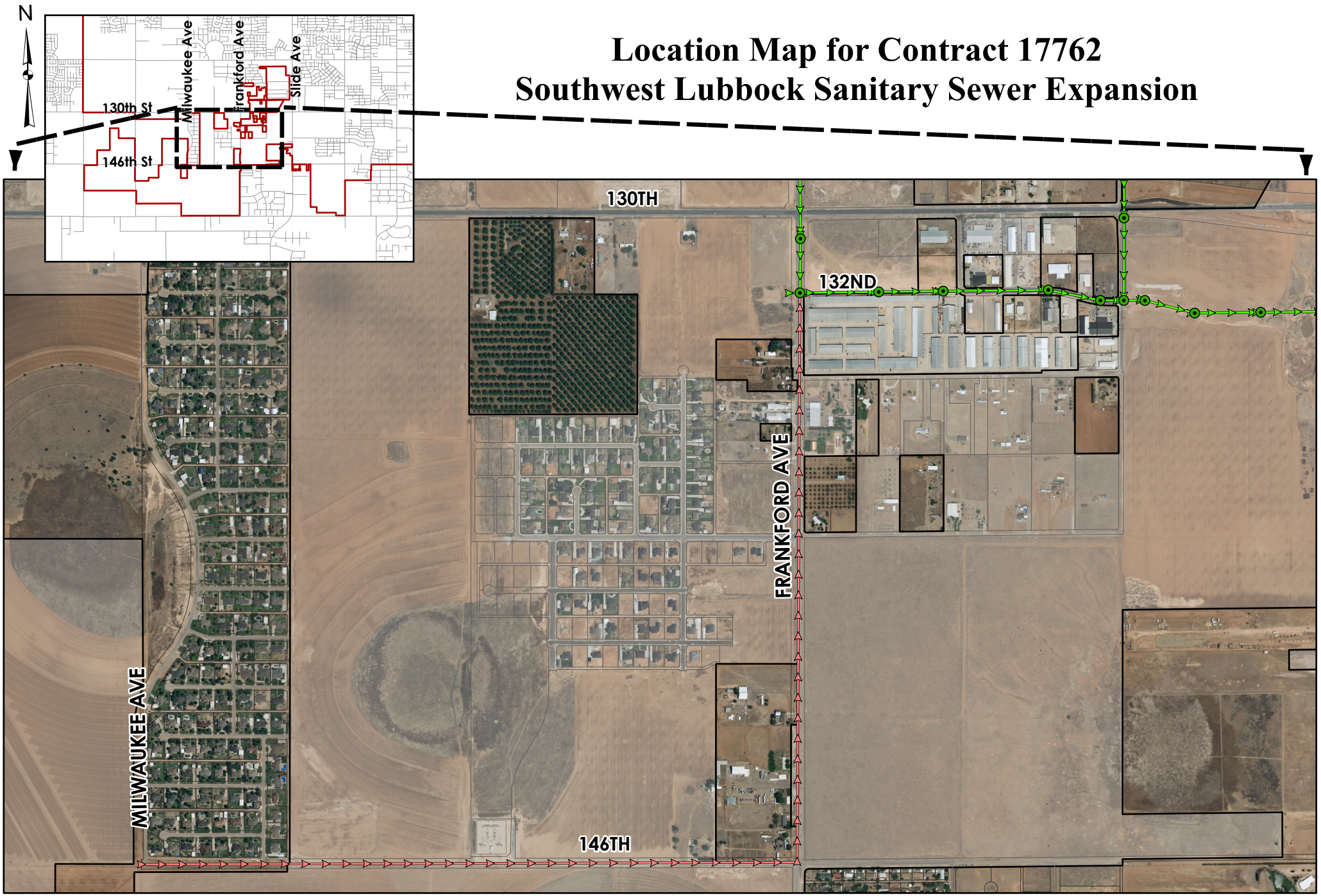
- End of Scope of Services –

EXHIBIT B

Proposed Fees for Professional Services
for
Southwest Lubbock Sanitary Sewer Project
City of Lubbock, Texas

Task	Description	Hugo Reed	Terracon	Total
1	Project Management	$8,808		$10,200
2	Design Survey	$19,560		$19,560
3	ROW Basemapping	$2,712		$2,712
4	Geotechnical		$25,100	$25,100
5	Franchise Utility Coordination	$9,600		$12,000
6	Preliminary Design	$65,832		$55,824
8	Final Design	$100,440		$76,020
9	Bid Phase Support	$3,904		$3,904
Totals		$210,856	$25,100	**$235,956**

Location Map for Contract 17762
Southwest Lubbock Sanitary Sewer Expansion



0 750 1,500 3,000 Feet

Manholes
Gravity Mains
Lubbock City Limits
Proposed Sewer Line

City of Lubbock TEXAS

Digital Orthophotography - May 2022

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

City of Lubbock, TX
Capital Project
Project Cost Detail
December 12, 2023

Capital Project Number:	92801
Capital Project Name:	Southwest Lubbock Sanitary Sewer Expansion

Encumbered/Expended

CIP Number	**92801**
City of Lubbock Staff	$898

Agenda Item December 12, 2023

Contract 17762 with HRA for Professional Services	235,956
Encumbered/Expended to Date	236,854

Estimated Costs for Remaining Appropriation

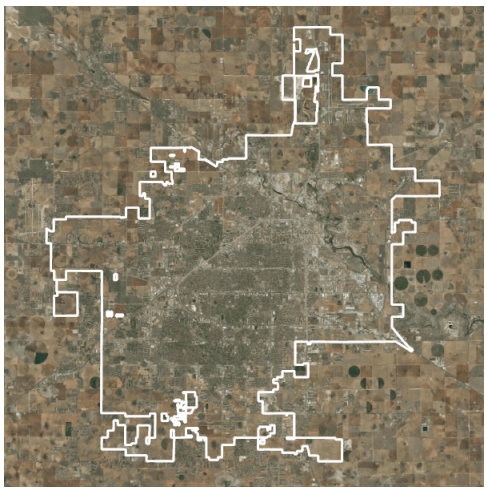
Construction of Sanitary Sewer	1,263,146
Remaining Appropriation	236,854
Total Appropriation To Date	$1,500,000

Managing Department **Waste Water Collection**

Project Manager **Josh Kristinek**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Engineering and construction of large diameter sanitary sewer mains in South and Southwest Lubbock as recommended by the Wastewater Collection System Master Plan.
Bid Date – Design:10/2022
Award Date for Bid – Design:1/2023
Project Start Date – Design:1/2023
Project End Date – Design:10/2023
Award Date for Bid – Construction:12/2023
Project Start Date – Construction:1/2024
Project End Date – Construction:5/2025

Project Justification

The project provides sanitary sewer service to newly annexed areas in South and Southwest Lubbock. With recent annexations in South and Southwest Lubbock, the sanitary sewer collection system needs to be extended to provide service.

Project History

$1,500,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Construction	0	0	6,000,000	0	0	0	0	6,000,000
Design and Engineering	0	1,500,000	0	0	0	0	0	1,500,000
Total Project Appropriation	0	1,500,000	6,000,000	0	0	0	0	7,500,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2023 Water/Wastewater Cash	0	1,500,000	0	0	0	0	0	1,500,000
FY 2024 Water/Wastewater Revenue CO's	0	0	6,000,000	0	0	0	0	6,000,000
Total Funding Sources	0	1,500,000	6,000,000	0	0	0	0	7,500,000

Project Name **Southwest Lubbock Sanitary Sewer Expansion** *Project Number* **92801**

Operating Budget Impact	FY 2022-23	Unappropriated Planning Years FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

AI# 12152
Regular City Council Meeting
12/12/2023:

5. 21.

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 17690 with Deerwood Construction, Inc., for Sewer Ahead of Paving on Kline Avenue.

Item Summary

The City issued an Invitation to Bid (ITB) for this project to provide for the construction of 1,400 linear feet of 10-inch gravity sewer line ahead of paving Kline Avenue between 100th Street and 103rd Street, to serve Lot 151 Fountain Hills Estates.

In response to ITB 24-17690-TF, the following bids were received and opened on November 16, 2023.

Contractor	Amount
Deerwood Construction, Inc., Lubbock, Texas	$210,964.63
Rink's Lease Service, Inc., Levelland, Texas	$228,571.20
Utility Contractors of America, Inc., Lubbock, Texas	$241,837.20
Bo Simon, Inc., Canyon, Texas	$345,354.00
MH Civil Constructors, Inc., Amarillo, Texas	$591,000,00

Staff recommends award to the lowest bidder, Deerwood Construction, Inc., of Lubbock, Texas, in the amount of $210,964.63. Time for substantial completion is 90 calendar days from notice to proceed. This contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

Contract 17690 for $210,964.63, is funded in Capital Improvement Project 92800, Sewer Lines Ahead of Street Paving FY22.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Construction Contract
Location Exhibit
Budget Detail

CIP Detail
Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 17690 for Sewer Ahead of Paving, Kline Avenue as per ITB 24-17690-TF, by and between the City of Lubbock and Deerwood Construction, Inc. of Lubbock, TX, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Public Works Contract 17690 Sewer Ahead of Paving
11.16.23

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: November 16, 2023

PROJECT NUMBER: **ITB 24-17690-TF, Sewer Ahead of Paving, Kline Avenue**

Bid of $210964.63 (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **90 consecutive calendar days** with **final completion** of the project within **100 consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$500** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$350** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

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

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

City of Lubbock, TX
Public Works
ITB 24-17690-TF
Sewer Ahead of Paving, Kline Avenue

Deerwood Construction, Inc. of Lubbock, TX

#		QTY +/-	U/M	Unit Price	Extended Cost
General					
#1-1	MOBILIZATION	1	LS	10,045.93	10,045.93
#1-2	TRAFFIC CONTROL	1	LS	8,000.00	8,000.00
#1-3	SWPP	1	LS	13,007.50	13,007.50
#1-4	TRENCH SAFETY	1400	LF	2.00	2,800.00
Street Repair					
#2-1	FLOWFILL	20	CY	220.00	4,400.00
#2-2	ASHPALT REPAIR	30	SY	110.00	3,300.00
Sewer Improvements					
#3-1	10" PVC SDR-35 GRAVITY SEWER PIPE	1300	LF	68.00	88,400.00
#3-2	8" PVC SDR-35 GRAVITY SEWER PIPE	200	LF	64.00	12,800.00
#3-3	6" PVC SDR-35 GRAVITY SEWER PIPE	80	LF	62.00	4,960.00
#3-4	4 FT DIA MANHOLE	7	EA	5,400.00	37,800.00
#3-5	EXTRA DEPTH 4 FT MANHOLE	53.1	EVF	385.00	20,451.20
#3-6	TIE TO EXISTING STUB	2	EA	2,500.00	5,000.00
				Total (Items 1-1 through 1-4):	$ 33,853.43
				Total (Items 2-1 through 2-2):	$ 7,700.00
				Total (Items 3-1 through 3-6):	$ 169,411.20
				Overall Total (Items 1-1 through 3-6):	$ 210,964.63

Enclosed with this bid is a Cashier's Check or Certified Check for _____ **Dollars ($**_____**) or a Bid Bond in the sum of** 5% **Dollars (S** 5% **), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

Date: November 15, 2023

Jan Patterson

Authorized Signature

Jan Patterson

(Printed or Typed Name)

Deerwood Construction, Inc.

Company

P. O. Box 3009

Address

Lubbock, Lubbock

City, County

Texas, 79452

State Zip Code

Telephone: 806- 741-1446

Fax: 806- 741-1448

(Seal if Bidder is a Corporation)

ATTEST: Jan Patterson

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 11/9/2023
Addenda No. 2 Date 11/13/2023
Addenda No. _____ Date _____
Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.

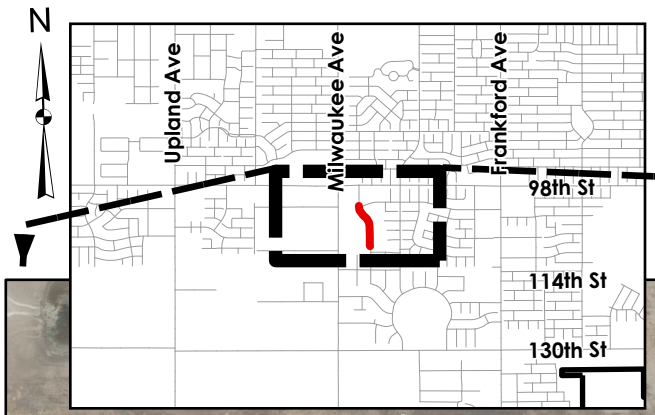
75-2726770

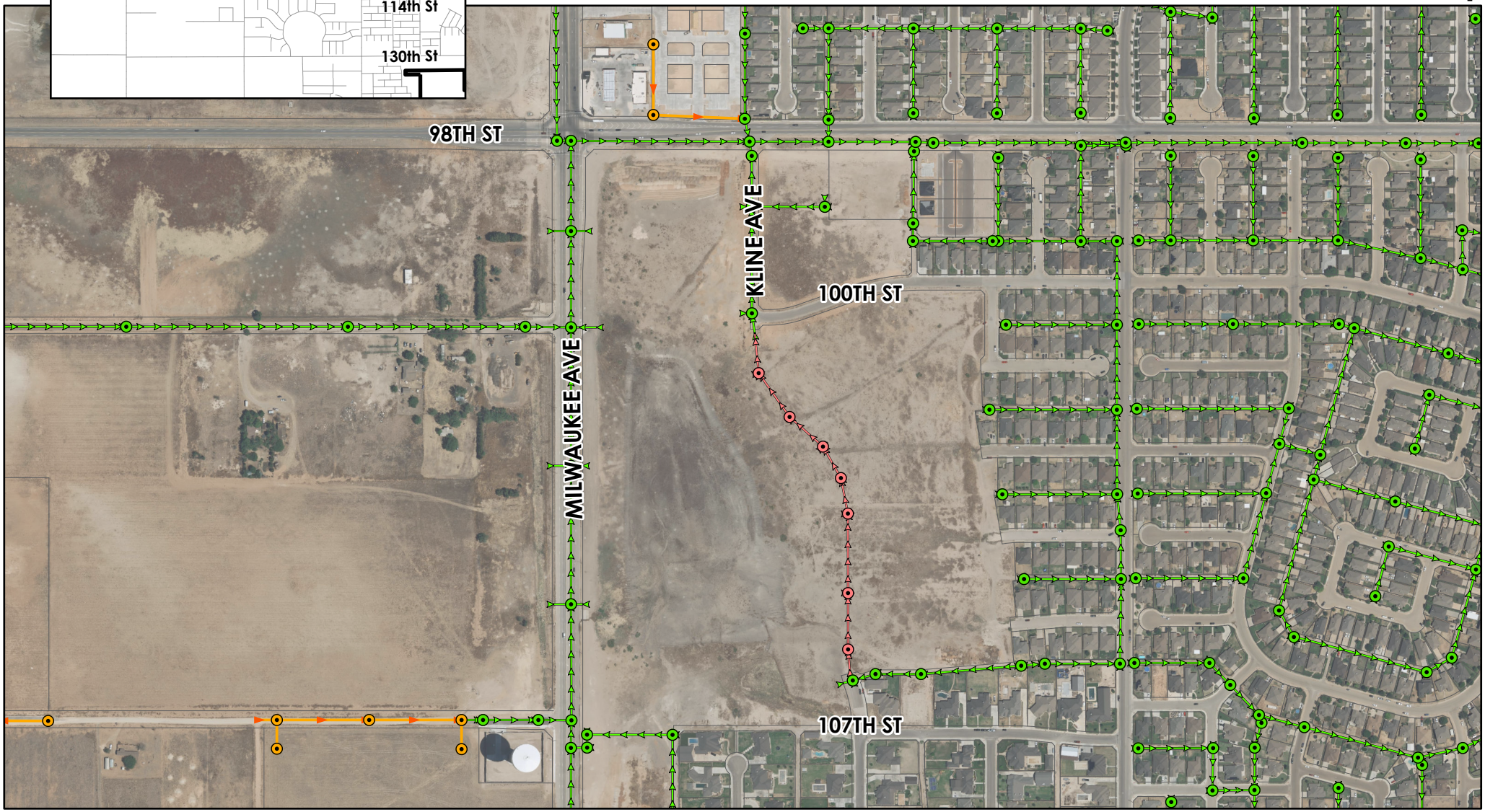
EMAIL: janpatterson@deerwoodinc.com

M/WBE Firm:

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

Location Map for Contract 17690
Sewer Ahead of Paving, Kline Avenue





0 250 500 1,000 1,500 2,000 Feet

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

Manholes
- Existing
- Proposed
- Under Development

Gravity Mains
- Existing
- Proposed
- Under Development

Lubbock City Limits

City of Lubbock TEXAS

Digital Orthophotography - May 2022

City of Lubbock
Capital Project
Project Cost Detail
December 12, 2023

Capital Project Number:	92800
Capital Project Name:	Sewer Lines Ahead of Street Pavings

Encumbered/Expended	**Budget**
Water System Improvements	$6,875
Sewer Systems Improvements	11,098
Staff Time	3,231
Agenda Item December 12, 2023	
Deerwood Construction,Inc Contract	210,965
Encumbered/Expended To Date	232,169
Estimated Cost for Remaining Appropriation	
Construction	417,831
Remaining Appropriation	417,831
Total Appropriation	$650,000



CIP 92800 Sewer Ahead of Street Paving FY22

Infrastructure Improvements

Project Manager: Josh Kristinek - Engineering

Project Scope

Installation of sewer lines ahead of municipal, county, and state paving projects including, but not limited to, Gateway Paving Projects.

Project Justification

Coordinating line change-outs with street paving projects reduces paving costs associated with line change-outs and minimizes customer inconvenience.

Project Highlights

Council Priorities Addressed: Community Improvement, Growth and Development

Project Dates

Project History

$300,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.

Project Location

Project Appropriations

WW 92800

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$300,000	$350,000	$400,000	$450,000	$500,000	$550,000	$600,000
TOTAL	**$300,000**	**$350,000**	**$400,000**	**$450,000**	**$500,000**	**$550,000**	**$600,000**

Project Funding

Wastewater 92800

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Water/Wastewater Fund Cash	$300,000	$350,000	$400,000	$450,000	$500,000	$550,000	$600,000
TOTAL	**$300,000**	**$350,000**	**$400,000**	**$450,000**	**$500,000**	**$550,000**	**$600,000**

Operating Budget Impacts

92800

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

Purchasing and Contract Management

Project Summary

ITB 24-17690-TF
Sewer Ahead of Paving, Kline Avenue

Notice was published in the Lubbock Avalanche Journal on October 22 & October 29, 2023.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from October 22 to November 16, 2022.
6 individuals attended the pre-bid meeting.
39 vendors downloaded the documents using Bonfire.com.
15 vendors were notified separately.
5 vendors submitted bids.

Information

Agenda Item

Resolution - Public Works Solid Waste: Consider a resolution authorizing the Mayor to execute Contract 17774, with Parkhill, for final permit, design, bidding, and construction administration for the City of Lubbock Solid Waste Transfer Station.

Item Summary

The previous contract with Parkhill for the transfer station consisted of two phases.

Phase I was for consulting services associated with site selection and location, and architectural building programming.
Phase II included consulting services for the preparation of a draft permit application with the Texas Commission on Environmental Quality (TCEQ).
Both Phase I and II have been completed.

Contract 17774 is for the next four phases of the project.

Phase III will continue the permitting process with TCEQ. The draft Permit was scheduled to be submitted to Lubbock for review by December 1, 2023.
Phase IV will cover all Professional Services for platting and zoning of the site, completion of design plans and specifications, as well as bidding, and construction administration.
Phase V will include surveying and engineering services associated with the site layout.
Phase VI will cover the Material Recovery Facility (MRF) or Recycling Facility TCEQ notification process.

Fiscal Impact

Contract 17774 with Parkhill, for all new phases of the remaining scope of work for the transfer station, is $2,988,470.48, and is funded in Capital Improvement Project 92698.

Staff/Board Recommending

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

Attachments

Resolution
Contract - Parkhill for Transfer Station
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Service Agreement Contract No. 17774 for professional services in connection with the Solid Waste Transfer Station by and between the City of Lubbock and Parkhill, a Texas corporation and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract 17774-Parkhill
November 29, 2023

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17774 is entered into this 12th day of December 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill, (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Solid Waste Transfer Stattion, (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 until the completion of the scope of work. 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 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 $2,988,470.48, 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 A, attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Engineer is at all times responsible to the City to perform the Services as provided in this Agreement and the Engineer is in no event relieved of any obligation under this Agreement upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by the Engineer shall be required by the Engineer to carry, for the protection and benefit of the City and the Engineer and naming said third parties as additional insureds, insurance as described above required to be carried by the Engineer in this Agreement.

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

Kreg Robertson, AIA
Principal
4222 85th Street
Lubbock, Texas 79423
Telephone: 806.473.2200
Email: krobertson@parkhill.com

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

Brenda A. Haney, P.E.
Director of Solid Waste
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: brendahaney@mylubbock.us
Telephone: 806.775.2335

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 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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brenda A. Haney, Solid Waste Director

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

Firm

Parkhill

By: _____

Kreg Robertson, AIA
Principal

Texas Government Code Subtitle F, Title 10, Chapter 2271

I, Kreg Robertson, AIA (Person name), the undersigned representative of

Parkhill

(hereafter referred to as company)

Pursuant to Section 2271.002, 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.

Verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Lubbock acting by and through City of Lubbock.

November 29, 2023
Date

Authorized Signature

Exhibits

Parkhill

November 21, 2023

Ms. Brenda Haney, P.E.
Solid Waste Department
City of Lubbock
1314 Avenue K
Lubbock, TX 79401

RE: Proposed Fee and Scope of Services
Lubbock Transfer Station Phase III, IV, V and VI
Lubbock, Texas

Dear Ms. Haney:

Our proposed Scope of Services is enclosed with this letter and outlines the completion of the Permit Application, assist with platting of the site, architectural/engineering professional design services necessary to for your project. Phase I of the project is complete, and Phase II, which includes the first draft of the Permit Application, is also complete. There is still work remaining on the Permit which includes coordination with Lubbock on all street projects, water and sanitary sewer service and other utility connections as well as review and comment by Lubbock staff and other outside legal consultants that Lubbock desires prior to submission to Texas Commission on Environmental Quality (TCEQ) for an Operating Permit. In summary, the work is summarized as follows with a more detailed scope of each in the following attachment.

The Project consists of three Phases. Phase I was the Project Site Location and Architectural Building Programming and Phase II was preparation of a draft Permit Application, which are now complete. The draft Permit will be submitted to Lubbock for review by December 1, 2023. Phase III will continue the project through permitting. A new Phase IV will cover all Professional Services for platting and zoning of the site, and completion of design plans and specifications, as well as bidding, and construction administration. Phase V will cover additional surveying and engineering services. Phase VI will cover the Material Recovery Facility TCEQ notification process. Here is a breakdown for all remaining professional services and tasks, are also shown in Exhibit A.

PHASE I – COMPLETED

PHASE II – COMPLETED

PHASE III – COMPLETION OF TCEQ TYPE V PERMIT APPLICATION
- TASK 4 – TCEQ TYPE V PERMIT
- TASK 5 – POSSIBLE REVISIONS RESULTING FROM LEGAL CONSULTANT REVIEW OF PERMIT
- TASK 6 – TCEQ REVIEW RESPONSE AND PUBLIC MEETING
- TASK 7 – CONTESTED CASE HEARING

PHASE IV – PROFESSIONAL DESIGN AND CONSTRUCTION PHASE SERVICES
- TASK 8 – SITE PLATTING AND ZONING
- TASK 9 – ARCHITECTURAL AND ENGINEERING PLANS & SPECIFICATIONS
- TASK 10 – BIDDING AND CONSTRUCTION CONTRACT AWARD
- TASK 11 – CONSTRUCTION PHASE PROFESSIONAL SERVICES
- TASK 12 – RESIDENT PROJECT REPRESENTATIVE

PHASE V – ADDITIONAL ENGINEERING TASKS RELATED TO PROJECT
- TASK 13 – SURVEY/ENGINEERING DESIGN OF 76TH STREET (FROM ALCOVE EAST TO PROPERTY)
- TASK 14A – SURVEYING/ENGINEERING DESIGN ALCOVE NORTH OF 76TH STREET (2 ADD'N LANES)
- TASK 14B – SURVEY/ENGINEERING DESIGN OF INTERSECTION OF ALCOVE AND 66TH STREET

PHASE VI – MATERIAL RECOVERY FACILTIY TCEQ NOTIFICATION PROCESS
- TASK 15 – TCEQ DOCUMENTATION PREPARATION FOR MRF NOTIFICATION

4222 85th Street | Lubbock, Texas 79423 | 806.473.2200 Parkhill.com

Fees for the remaining tasks are as follows. All are lump sum unless otherwise noted.

PHASE	TASK	DESCRIPTION	FEE
Initial Site Evaluation and Miscellaneous Services			
I	1	Evaluation of Three Sites	Complete
	1A	Existing Traffic Overview	Complete
	1B	Archaeological and Environmental Services	Complete
	2	Architectural Building Programming	Complete
Draft Permit Application			**Complete**
II	3	TCEQ Type V Draft Permit	
		Part 1 – Engineering	Complete
		Part 2 – Engineering	Complete
		Part 2A – Surveying	Complete
		Part 2B – Traffic Study	Complete
		Part 2C - Environmental	Complete
		Part 3 – Engineering	Complete
		Part 4 – Engineering	Complete
	4	Legal Consultant Review of Permit and Possible Revisions	Moved to Ph III
	5	TCEQ Review Response and Public Meeting	Moved to Ph III
	5A	Contested Case Hearings	Moved to Ph III
Completion of Permit Application			
III	4	TCEQ Type V Permitting & Surveying	
		Part 1 – Engineering	$5,530.00
		Part 2 – Engineering	$63,071.48
		Part 2A – Surveying	$9,500.00
		Part 2B – Traffic Study	$16,300.00
		Part 2C - Environmental	Complete
		Part 3 – Engineering	$57,940.00
		Part 4 – Engineering	$36,371.00
	5	Possible Revisions Resulting from Legal Consultant Review of Permit	$35,000.00*
	6	TCEQ Review Response and Public Meeting	$75,000.00*
	7	Contested Case Hearings	TBD
Professional Design and Construction Phase Services			
IV	8	Site Platting and Zoning	$12,000.00
	9	Architectural and Engineering Plans & Specifications	$1,266,130.00
	10	Bidding and Construction Contract Award	$90,438.00
	11	Construction Phase	$452,190.00
	12	Resident Project Representative (TS & MRF)	$500,000.00*
Additional Engineering Tasks Related to Project			
V	13	Surveying/Engineering Design of 76th Street (From Alcove East to Property)	$197,000.00
	14A	Surveying/Engineering Design Alcove North of 75th Street (2 Additional Lanes)	$72,000.00
	14B	Surveying/Engineering Design of Intersection of Alcove and 66th Street	$65,000.00
Material Recovery Facility Notification Process			
VI	15	TCEQ Documentation	$35,000.00

** Hourly Rate Not-To-Exceed without prior approval.*

As far as planning and funding. One suggestion is that the total fee may be sub-divided into four groups. Group 1 is the transfer station permit application work through permitting. Group 2 is the professional design of the buildings, site, utility, and offsite roadway improvements. Group 3 is the construction phase services. Group 4 is the notification documentation for the material recovery facility. These are divided and may be split in successive fiscal years as best served for the City.

Group 1 – Permitting.

III	4	TCEQ Type V Permitting & Surveying	
		Part 1 – Engineering	$5,530.00
		Part 2 – Engineering	$63,071.48
		Part 2A – Surveying	$9,500.00
		Part 2B – Traffic Study	$16,300.00
		Part 2C - Environmental	Complete
		Part 3 – Engineering	$57,940.00
		Part 4 – Engineering	$36,371.00
	5	Possible Revisions Resulting from Legal Consultant Review of Permit	$35,000.00*
	6	TCEQ Review Response and Public Meeting	$75,000.00*
	7	Contested Case Hearings	TBD

** Hourly Rate Not-To-Exceed without prior approval.*

Total for Group 1…$298,712.48

Group 2 – Professional Design phase Services.

IV	8	Site Platting and Zoning	$12,000.00
	9	Architectural and Engineering Plans & Specifications	$1,266,130.00

V	13	Surveying/Engineering Design of 76th Street (From Alcove East to Property)	$197,000.00
	14A	Surveying/Engineering Design Alcove North of 75th Street (2 Additional Lanes)	$72,000.00
	14B	Surveying/Engineering Design of Intersection of Alcove and 66th Street	$65,000.00

Total for Group 2…$1,612,130.00

Group 3 – Bidding and Construction Phase Professional Services.

IV	10	Bidding and Construction Contract Award	$90,438.00
	11	Construction Phase	$452,190.00
	12	Resident Project Representative (TS & MRF)	$500,000.00*

** Hourly Rate Not-To-Exceed without prior approval.*

Total for Group 3…$1,042,628.00

Group 4 – Material Recovery Facility Notification.

VI	15	TCEQ Documentation	$35,000.00

Total for Group 4…$35,000.00

Thank you for this opportunity to this project work with you, your staff and the citizens of Lubbock. Feel free to call either of us if you have any questions or requested revisions at 806.473.2200.

Sincerely,

PARKHILL

By _____
Robert H. (Holly) Holder, PE
Senior Practice Leader

By _____
Kreg Robertson, AIA
Principal of Record

RHH/KR/pg
Enclosures

EXHIBIT A
City of Lubbock, Texas
Solid Waste Management Department (SWMD)
Transfer Station & Materials Facility Recovery Facility Development
Scope of Services
November 21, 2023

SCOPE OF SERVICES

PHASE I – COMPLETE

PHASE II – COMPLETE

PHASE III – PERMITTING COMPLETION FOR SUBMISSION

Task 4 – Texas Commission of Environmental Quality (TCEQ) Permit (Final for Submission)

- Part 1
  - Facility location and general map preparation:
    - Prepare maps that demonstrate facility's general location for facility to be identified and accessed.
    - Adjacent Landowner information gathering and map preparation.
    - Prepare map that identifies Landowner adjacent to proposed facility. Prepare a document that identifies each adjacent landowner and provides contact information for each Landowner.

      Task 4, Part 1 Fee: $5,530.00

- Part 2
  - Waste Acceptance Plan:
    - Prepare a Waste Acceptance Plan that identifies primary waste generators and define expected types of waste from waste generator. Estimate quantity of each defined waste from each generator produced on a daily and annual basis. Project growth in waste volume over the next five years based on established population growth trends for the region. Identify size of the largest single quantity of waste that will be temporarily stored at facility in the next five years and estimate maximum time waste will be stored at facility before transport.
    - Site location adequacy analysis.
    - Identify local topography, flood plains, general site geology, surface water, and surrounding area to confirm conformance with 30 TAC §330.61.
    - Correspondence with state and federal agencies.
    - Coordinate with Texas Department of Transportation (TxDOT), South Plains Association of Governments, and any local governments to confirm location of Type V Waste Transfer Station will not cause interference with agency's agenda.

Task 4, Part 2 Fee:	$63,071.48	Engineering
Task 4, Part 2A Fee:	$9,500.00	Surveying
Task 4, Part 2B Fee:	$16,300.00	Traffic Study
Task 4, Part 2C Fee:	Zero	Environmental task completed in Phase II

- Part 3
  - Facility Design:
    - Prepare a Site Layout that includes location of storage and transfer units that allow for facility access and waste movement. Site Layout must also control water pollution and protect endangered species.
    - Drainage Analysis
      - Prepare Drainage Report that demonstrates facility construction will not adversely affect site drainage patterns or runoff flows. Design drainage structures to mitigate adverse changes in site drainage patterns or maximum runoff flows, if required.
  - Closure and Post Closure
    - Prepare a Closure and Post Closure Plan for facility to permanently stop accepting waste and maintain facility in accordance with 30 TAC §330.63(j) and §330.63(i). Prepare Cost Estimate for the actions to complete the Closure and Post Closure Plan and assist Lubbock in preparing documentation that demonstrates Owner's financial assurance to be financially able to complete the Closure and Post Closure Plan.

    Task 4, Part 3 Fee: $57,940.00 Engineering

- Part 4
  - Site Operating Plan
    - Prepare a Site Operating Plan (SOP) that conforms to requirements of 30 TAC §330 Subchapter E: Operational Standards for Municipal Solid Waste Storage and Processing Units. SOP contains information on daily operations at the facility including waste acceptance and analysis, generated waste management, general operations, health and safety procedures in the event of a hazard, and mitigation of nuisances such as noise, vectors, and odor.

    Task 4, Part 4 Fee: $36,371.00 Engineering

Task 5 – Possible Revisions Resulting from Legal Consultant Review of Permit

- Changes to permit as a result of legal environmental specialist's review of permit prior to submission to TCEQ. Attorney to be contracted directly by SWMD prior to contracting.

  Fee: $35,000 (estimated only)

Task 6 – TCEQ Response and Public Meeting

- Prepare responses to two TCEQ formal review comment letters and submit for approval. Anticipate one potential TCEQ Public Meeting and two preparatory meetings with SWMD. This is not a contesting case hearing.
  - Review and prepare responses to TCEQ comments and resubmit.
  - Assist with TCEQ meetings as needed.
  - Prepare exhibits for meetings.
  - Coordinate with legal consultant.
  - Attend TCEQ public meeting.
  - Prepare response to proposed TCEQ revisions to permit application following meetings.

  Fee: $75,000 (estimated, Not-to-exceed without prior approval)

Task 7 – TCEQ Contested Case Hearings

- Should TCEQ determine that a contested case hearing is warranted due to public request, Parkhill will assist and be prepared to testify on the City's behalf.
  - Assist with hearing.
  - Prepare exhibits for meetings.
  - Coordinate with legal subconsultant.
  - Attending TCEQ contested hearing.
  - Prepare response to proposed TCEQ revisions to permit following hearing.

Fee: TBD

PHASE IV – PROFESSIONAL DESIGN AND CONSTRUCTION PHASE SERVICES

Task 8 – Site Platting and Zoning

- Develop site plat in accordance with City of Lubbock ordinances.
- Zone Change Request from Low Density Single Family (SF-2) to Lubbock recommended zone.
- Attendance at Planning & Zoning and City Council meetings.

Fee: $12,000

Task 9 – Architectural and Engineering Design

- General Tasks:
  - Programming phase.
  - Schematic Design.
  - Design Development.
  - Construction Documents.
  - Computer Generated Renderings (up to 3 non-photo realistic renderings)
  - Estimated OPCC.
- Services to be Provided:
  - Geotechnical Investigations for foundation design.
  - Civil site engineering.
  - Architectural design.
  - Structural, electrical, and mechanical systems.
  - Landscape architecture.
  - Texas Department of Licensing and Regulation (TDLR) document submission.

Transfer Station A&E Fee: $891,280.00
MRF A&E Fee: $374,850.00

Task 9 Total Fee: $1,266,130.00

Task 10 – Bidding Phase

- General Tasks:
  - Develop Bidding Schedule.
  - Assist City with Bid Advertisement.
  - Attend Prebid Meeting.
  - Respond to Contractor's questions with Addenda.
  - Attend Bid Opening.
  - Evaluate Contractor's experience and make recommendation to City.

Transfer Station A&E Fee: $63,663.00
MRF A&E Fee: $26,775.00

Task 10 Total Fee: $90,438.00

Task 12 – Services of onsite Resident Project Representative

- See Exhibit B for Duties and Responsibilities of Resident Project Representative (RPR).

Transfer Station RPR Fee: $400,000.00*
MRF RPR Fee: $100,000.00*

Task 12 Total Fee: $500,000.00*
** Hourly Rate Not-To-Exceed without prior approval.*

PHASE V – PROFESSIONAL ENGINEERING ON ADJACENT STREETS

Task 13 – 76th Street from facility entrance to Alcove

Fee: $197,000

Task 14A –Alcove improvements north of 76th Street for two additional lanes

Fee: $72,000

Task 14B – Alcove and 66th Street intersection

Fee: $65,000

Total Fee for Phase V: $334,000.00

PHASE VI – MATERIAL RECOVERY FACILITY NOTIFICATON PROCESS

Task 15 – TCEQ Documentation for MRF Notification

Fee: $35,000

EXCLUDED SERVICES

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Construction Material Testing – Will be made the responsibility of the contractor.
- Furniture, Fixtures, and Equipment Planning and Documentation.
- Bidding and Construction Phase Services on 76th Street and Intersections at 66th Street at Alcove/Upland. Projects will be managed by City.
- Construction site visits or meetings beyond those noted.
- SWPPP permitting beyond preparation of SWPP documents.
- Design of off-site improvements, (extension of utilities, roadways, etc.) beyond those included.
- Production of a regional drainage study or off-site drainage improvements.
- Geotechnical investigations.
- Environmental site assessments other than what was completed for permitting.
- Construction surveying services.
- Changes to design documents as a result of damage done to existing (utilities, pavement, flatwork, storm water management BMPs, etc.) by the Contractor.
- Changes to the design documents as a result of Value Engineering (VE).
- LEED Certification support.

END OF EXHIBIT A

EXHIBIT B
RPR Duties and Responsibilities

Resident Project Representative (RPR) will be Owner's and/or Engineer's employee or agent at the Site, will act as directed by and under the supervision of Owner and/or Engineer, and will confer with Owner and/or Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Owner and/or Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

1. Duties and Responsibilities to RPR:

   a. Schedules: Review the Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

   b. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

   c. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

   d. Liaison:

      1) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing understanding of the intent of the Contract Documents.

      2) Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

      3) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

   e. Shop Drawings and Samples:

      1) Record date of receipt of Shop Drawings and Samples that are received at the Site.

      2) Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

      3) Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.

   f. Review of Work, Rejection of Defective Work, Inspections, and Tests:

      1) Conduct observations of the Work in progress on the Site to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

      2) Report to Engineer when RPR believes that any Work is unsatisfactory, faulty, or defective or does not conform generally to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and

advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

3) Verify that tests, equipment, and systems startups, and operating and maintenance training are conducted in the presence of appropriate Owner's personnel and that Contractor maintains adequate records thereof; and observe, record, and report to Engineer appropriate details relative to the test procedures and startups.

4) Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

5) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

g. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

h. Modifications: Consider and evaluate Contractor's suggestions for modifications to Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions issued by Engineer.

i. Records:

1) Maintain at the Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, and reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, work change directives, additional Drawings issued subsequent to the execution of the Agreement, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.

2) Keep a record recording Contractor's hours on the Site, weather conditions, data relative to questions on Change Orders or changed conditions, list of visitors to the Site, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

3) Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

4) The RPR shall prepare a daily report or keep a daily diary that records weather conditions, the contractor's daily work activities, and specific observations. The RPR shall regularly photograph the work. The RPR shall maintain orderly files of correspondence, reports of job conferences, change orders, field orders, work change directives, daily reports and/or diaries, photographs and other similar documents. These documents shall be filed in Consultant's project record file. They shall be made available to Owner upon receipt of request from Owner and, if available, uploaded to cloud-based construction management software applications (or any other construction management software applications made available).

j. Reports:

1) Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Submittals.

2) Consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.

3) Prepare draft of proposed Change Orders, obtaining backup documents from Contractor, and provide recommendations to Engineer regarding Change Orders and Field Orders.

4) Report immediately to Engineer and Owner upon the occurrence of any Site accident, any Hazardous Environmental Condition, emergencies, or acts of God endangering the Work, or property damage by fire or other cause.

k. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission, and submit recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

l. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

m. Completion:

1) Before Engineer issues a certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

2) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public authorities having jurisdiction over the Work.

3) Conduct final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.

4) Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance of the Work.

2. The RPR shall not:

a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, including "or equal" items.

b. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

c. Undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.

d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.

e. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

f. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

g. Authorize Owner to occupy the Project in whole or in part.

h. Authorize the use of any Unmanned Aircraft System (UAS or drone) without prior consent and authorization from Owner.

i. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

END OF EXHIBIT B

City of Lubbock, TX
Capital Project
Project Cost Detail
December 12, 2023

Capital Project Number:	92698
Capital Project Name:	Transfer Station

Encumbered/Expended	**Budget**
Parkhill Contract 15866, Amendment 1	$351,300
Land Acquisition	6,375,101
Agenda Item December 12, 2023	
Parkhill. Contract 17774	2,988,470
Encumbered/Expended to Date	9,714,871
Estimated Costs for Remaining Appropriation	
Construction	22,985,129
Remaining Appropriation	22,985,129
Total Appropriation To Date	$32,700,000



CIP 92698 Transfer Station

New Facility

Project Manager: Brenda Haney - Solid Waste Disposal

Project Scope

The Solid Waste Department has completed the initial evaluation of the value and cost savings of a transfer station. This study identified the general area to site a transfer station that would provide the greatest increase in route efficiency and therefore provide the greatest return on investment. This project provides for the remaining phases of the transfer station/public works service center project including siting, permitting, design and construction. There is also a great need to move other public works operations closer to service areas. Currently almost all Public Works Operations departments in the City organization report to the Northeast side of town and disperse to various locations all over the community with large trucks and construction equipment. This project would provide a substantial saving in fuel, vehicle, and equipment maintenance budgets and it would be a more efficient use of time and a better customer response for our field operations. Departments that would benefit from a satellite Public Works Operation Center are Paved Streets, Alley Maintenance, Street Sweepers, Water and Sewer Pipeline Maintenance, Wastewater Collection and Metering, and Customer service. There will probably be substantial interest from LP&L field operations also.

The next phase of the project is to perform a detailed analysis of potential sites for the new facility and then evaluate each of them. This will conclude with a recommended site for purchase. Following purchase of the land, the engineers will perform an initial design and permitting work to secure the transfer station permit from the TCEQ. Once the permit is received, construction plans and specifications will be prepared and the construction will commence. It is expected to take about 3-5 years to complete the entire process depending on permitting time and any difficulties acquiring land.

Project Justification

Currently, solid waste collection vehicles leave the collection route and travel to the West Texas Regional Disposal Facility in Abernathy to dispose of the waste. Each trip to the landfill can take up to 1 1/2 hours and each collection vehicle is making between 2 and 4 trips per day to the landfill. The analysis of the economic feasibility of a transfer station has been completed and it is evident that there are potential savings and operational efficiencies gained.

Project Highlights

Council Priorities Addressed: Fiscal Discipline, Community Improvement, Growth and Development

Project Dates

Timeline for design and construction is contingent on TCEQ review period and if the permit is contested. Time shown is based on average review time and no contest of the permit.
RFQ Issued: April 2021
Award Engineering: June 2021
Evaluate/Select/Acquire Site: Feb 2022
Prepare TCEQ Permit: October 2021
Submit Permit to TCEQ: April 2022
TCEQ Review & Approval: April 2023
Public Hearing: Febrauary 2023
Facility Design: September 2022
Project Bid: September 2023
Project Award: December 2023
Construction: January 2024
Operational: March 2025

Project History

CIP 8636 was combined with CIP 92698 in the FY 2021-22 Budget.
$50,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$180,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.
$1,275,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.
$17,195,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.

Project Location

Southwest Lubbock

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Design	$1,400,000	$0	$0	$0	$0	$0	$0
Construction	$17,250,000	$14,000,000	$0	$0	$0	$0	$0
Acquisition	$50,000	$0	$0	$0	$0	$0	$0
TOTAL	**$18,700,000**	**$14,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Fund Cash	$1,649,986	$0	$0	$0	$0	$0	$0
General Fund CO Bonds	$17,050,014	$14,000,000	$0	$0	$0	$0	$0
TOTAL	**$18,700,000**	**$14,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Public Works Solid Waste: Consider a resolution authorizing the Mayor to execute Contract 17744, with Rubicon Global, LLC, for master software services to implement smart trash collection operations.

Item Summary

Contract 17744, for the Rubicon Portal and Mobile Services App, provides for the expansion of a pilot project with Rubicon Global, LLC, for full scale use of vehicle telematics, for a customer service route optimization system in all residential collection vehicles. The Rubicon system will allow the Solid Waste Department to monitor all solid waste collection routes in real time to confirm service and to re-assign areas as needed, to ensure all routes are completed on schedule. The system will also provide vehicle specific information such as speed, location, idle time, and vehicle diagnostics.

Fiscal Impact

Contract 17744 for $197,130.00 is funded in the Solid Waste Operating Budget.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director Public Works
Brenda Haney, P.E., Solid Waste Director

Attachments

Resolution
Contract 17744

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17744 for master software services to implement smart trash collection operations, by and between the City of Lubbock and Rubicon Global, LLC, of Lexington, KY, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract- 17744 Rubicon Global

MASTER SOFTWARE SERVICES AGREEMENT

THIS MASTER SOFTWARE SERVICES AGREEMENT (this "Agreement") 17744 is made and entered into as of 12 December 2023, by and between RUBICON GLOBAL, LLC, a Delaware limited liability company ("Rubicon"), and THE CITY OF LUBBOCK, TEXAS with a principal place of business at 1314 Avenue K, Lubbock, Texas 79401 ("Client"). This contract is made pursuant to Sourcewell Contract #020221-RUB by and between Rubicon Global, LLC and Sourcewell, which commenced March 26, 2021 (the "Sourcewell Contracts"). The City of Lubbock's Sourcewell Account number is #25001.

In consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

1.1 "Affiliate" means any entity that is controlled by Client, where "control" means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests in an entity.

1.2 "Agreement" means this Agreement, and any Orders, exhibits, Statements of Work and amendments to the foregoing.

1.3 "Client" means the entity entering into this Agreement and any Affiliate designated in this Agreement or an Order which is authorized to receive the Subscribed Services. Client shall be fully responsible for the performance of all of its Affiliates' obligations under this Agreement.

1.4 "Client Content" means all data, imagery, information and other content (a) transmitted by or on behalf of Client through the System; (b) provided by Client or on Client's behalf for use in connection with the Subscribed Services; or (c) otherwise processed or stored by Rubicon or its contractors on Client's behalf pursuant to this Agreement.

1.5 "Documentation" means the then-current, commercially available user manuals, training materials and technical manuals relating to the Subscribed Services provided to Client by Rubicon pursuant to this Agreement.

1.6 "Effective Date" means the earlier of (a) the date this Agreement and the first Order are accepted and signed by Rubicon; or (b) the date Client begins using or receiving the Subscribed Services.

1.7 "Intellectual Property Rights" means, on a world-wide basis, any and all (a) rights associated with works of authorship, including without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (c) rights in confidential information and trade secret; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).

1.8 "Marks" means the trademarks, service marks or trade names of Client.

1.9 "Order(s)" means the order(s), and any amendments thereto, executed by the parties and which references this Agreement. Each Order shall specify the Subscribed Services being subscribed for, the licensing parameters, the term of the Order, the applicable fees, billing period, and other charges, as well as payment terms. Each Order with the terms of this Agreement, and any exhibits and amendments to such Order, is a separate and independent contractual obligation of Rubicon from any other Order. In the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of such Order shall prevail.

1.10 "Professional Services" means implementation, consulting and training services, including without limitation, technical services to facilitate setup and deployment of the Subscribed Services specified in a Statement of Work.

1.11 "Rubicon Software" means Rubicon's proprietary software programs used by Rubicon to provide the Subscribed Services (including, without limitation, all source code, object code, designs, copyrightable works, ideas, inventions, technology and other Intellectual Property Rights therein), as modified, enhanced or replaced by Rubicon from time to time. For the avoidance of doubt, Rubicon Software does not include Client Content.

1.12 "Statement of Work" means a document executed by both parties that describes the Professional Services to be performed by Rubicon pursuant to the Professional Services Terms (as defined in Section 2.6), including without limitation, the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference this Agreement and be sequentially numbered. Each Statement of Work with the Professional Services Terms, and any exhibits, change orders and amendments to such Statement of Work, is a separate and independent contractual obligation of Rubicon from any other Statement of Work.

1.13 "Subscribed Services" means Rubicon's proprietary, web-based services set forth in an Order which are provided to Client on a subscription basis and enable use of the Rubicon Software through the System.

1.14 "System" means the Rubicon Software and the server grade computers and related networks maintained by or on behalf of Rubicon and its third-party providers to host the Rubicon Software and provide the Subscribed Services to Client, all as hereafter modified, enhanced or replaced by Rubicon.

1.15 "Third Party Offerings" means services delivered or performed by third parties independently of Rubicon related to the Subscribed Services, or other online, web-based CRM, ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Subscribed Services.

1.16 "Work Product" means any software, data, documentation, graphics, text, code, inventions, pictures, audio, video, animations, enhancements, improvements, methods, processes, works of authorship, work-flow methods or other deliverables or any portions of the foregoing that Rubicon creates, whether alone or jointly, while performing Professional Services or any other services hereunder. Work Product excludes: (a) the Subscribed Services; (b) the System; (c) any generic routines or code that have general application to the Rubicon Software or System; and (d) all modifications, alterations, derivative works and enhancements to the foregoing, and all copies thereof.

2. Services.

2.1 Subscribed Services. Subject to the terms and conditions set forth herein, including without limitation, Client's payment of all applicable fees, Rubicon hereby agrees to provide the Subscribed Services, and in connection therewith, Rubicon hereby grants to Client during the term of the applicable Order a non-exclusive, non-transferable, non-sublicensable, limited right and license to (a) access and use of the Subscribed Services subject to the terms specified in the SOW and as specified in the applicable Order, solely for Client's internal use; (b) to transmit and receive Client Content to and from the System; and (c) use the Documentation in connection with such rights. The rights granted to Client pursuant to any Order shall terminate upon the termination or expiration of this Agreement or the applicable Order for any reason. All rights not expressly granted to Client are reserved by Rubicon and its licensors.

2.2 Limitations. Client shall not: (a) access or use any portion of the Subscribed Services or System except as expressly authorized pursuant to an Order; (b) cause or permit decompilation, reverse assembly or reverse engineering of all or any portion of the Subscribed Services or System; (c) copy any ideas, features, functions or graphics of the Subscribed Services or System or modify or make derivative works based upon the Subscribed Services or System; (d) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Subscribed Services, System or Documentation; or (e) directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Subscribed Services or System, or any portion thereof, for third party use, third party training, facilities management or time-sharing, or use as an application service provider or service bureau. Without limiting the foregoing, Client may not use the Subscribed Services or System to: (i) send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Subscribed Services, System or the data contained therein; or (iii) attempt to gain unauthorized access to the Subscribed Services or System.

2.3 Support. Client will be responsible for providing first line maintenance and support to its authorized end users in connection with the Subscribed Services. Qualified employees of Client who have been trained on use of the Subscribed Services (the "Designated Employees") to contact Rubicon with technical questions or issues with respect to the

Subscribed Services and to report System outages or failures. Rubicon shall respond to the technical support questions from the Designated Employees and commence the process of responding to System or Subscribed Services outages or failures in accordance with Rubicon's standard procedures. The Designated Employees shall assist Rubicon in resolving issues with the Subscribed Services and System as Client resources allow. Rubicon acknowledges that limited availability of Designated Employees does not, under any circumstance, waive Rubicon's obligations described in Addendum A. Rubicon is under no obligation to provide functional updates, enhancements or upgrades to the System or Subscribed Services by any time certain.

2.4 System Availability. Rubicon will use commercially reasonable efforts to enable and maintain access to the Subscribed Services. Updates to the System will be scheduled for evenings and/or weekends to minimize disruption. Client acknowledges and agrees that certain portions of the Subscribed Services, including without limitation, data storage, hosting, and System hardware management, may be provided by third party service providers. Rubicon will provide ongoing management of the System, located at the third-party provider's location, in accordance with Rubicon's agreement with the third-party provider(s), in order to maintain the best practical availability of the Subscribed Services. Rubicon may change its third-party data hosting provider to another hosting provider, in Rubicon's sole discretion, from time to time. Additional system availabilities can be found in Addendum A.

2.5 Browsers. Client acknowledges and agrees that the Subscribed Services will only be compatible with and support use with the most recently superseded version for one year from the date of the general release of the then-current version, of the following browsers: Edge, Firefox, Safari and Google Chrome.

2.6 Professional Services. If requested and as available, Rubicon will provide Client with Professional Services pursuant to mutually agreeable Statements of Work in accordance with the Professional Services Terms attached hereto as Exhibit A ("Professional Services Terms").

2.7 Provisioning of the Subscribed Services. Rubicon may update the functionality and user interface of the Subscribed Services from time to time in its sole discretion as part of its ongoing improvement of the Subscribed Services. Client agrees that its subscription to the Subscribed Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Rubicon regarding future functionality or features.

3. Client Obligations.

3.1 Resources. Except as expressly set forth herein, Client and its end users shall be solely responsible for providing all resources, equipment and software at its or their respective facilities which are necessary for them to access the System and/or receive the Subscribed Services. Client and its end users must provide all equipment and licenses necessary to access and use the Internet, and pay all fees associated with such access and use. To the extent Rubicon's provision of the Subscribed Services requires data, documents, information or materials of any nature to be furnished, in whole or in part, by Client or its employees, agents, contractors, representatives or authorized users, Client will cause such employees, agents, contractors, representatives and authorized users to furnish such data, documents and information in a manner which permits Rubicon to perform the Subscribed Services as contemplated herein.

3.2 Third Party Coordination; Required Consents. To the extent the Subscribed Services require access to a third party service provider who is under contract with Client, or access or use of such provider's information or interconnection with such provider's services, facilities, technology or systems in order to receive or transmit Client Content, Client shall be responsible for obtaining any required third party licenses or consents necessary for Rubicon to access and use such information, services, facilities, technology or systems.

3.3 Third-Party Web Sites, Products and Services. The Subscribed Services may rely on or require that Client access Third Party Offerings. If Client elects to use the Subscribed Services with Third Party Offerings, Client agrees that: (a) its use of Third Party Offerings must at all times comply with the terms of service governing such offerings; and (b) Rubicon has the right to export and import Client Content to and from such Third-Party Offerings for purposes of delivering the Subscribed Services purchased by Client. Client's or its user's use of third-party websites must at all times comply with the terms of service governing such websites. Client understands and agrees that the availability of the Subscribed Services, or certain features and functions thereof, is dependent on the corresponding availability of Third-Party Offerings or specific features and functions of Third-Party Offerings. Rubicon will not be liable to Client or any third party in the event that changes in Third Party Offerings cause the unavailability of the Subscribed Services or any feature or function thereof. Rubicon may also refer Client to third party service providers that offer Third Party Offerings. Rubicon does not make any representations

or warranties regarding any such Third Party Offerings, whether or not such Third Party Offerings or services are designated by Rubicon as "certified," "approved," "recommended" or otherwise, or the services are provided by a third party that is a member of a Rubicon partner program. To the extent that Rubicon requires that Client grant Rubicon authorizations, passwords or other user credentials to a Third-Party Offering ("Rubicon Access Codes") to retrieve Client Content or to enable interoperability with the Subscribed Services, Client shall promptly provide such Rubicon Access Codes.

3.4 Integrated Third-Party Software. Rubicon may integrate third-party computer software into the Subscribed Services. In such an event, Rubicon will obtain, at no additional charge to Client, all rights necessary for Client to use such third-party computer software with the Subscribed Services. All free software is distributed to Client WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. A copy of the free software is included with the Subscribed Services. Rubicon disclaims on behalf of all individuals or entities that distributed such free software to Rubicon (the "Contributors") all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; and Rubicon excludes on behalf of all such Contributors (i) all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; and (ii) any provisions which differ from this Agreement which are offered by any particular Contributor alone and not by any other party.

3.5 Compliance with Laws. Client will comply with all applicable laws, rules and regulations relating to Client's or its authorized user's receipt or use of the Subscribed Services. Without limiting the foregoing, Client will be solely responsible for determining the extent to which the design or provision of the Subscribed Services is subject to any privacy laws or regulations ("Privacy Laws") or the oversight of any regulatory agency charged with the enforcement thereof ("Regulatory Oversight"). To the extent that the design and operation of the Subscribed Services is subject to any Privacy Laws or Regulatory Oversight, Client will specify any procedures to be taken by Rubicon during the customization and provision of the Subscribed Services to cause the Subscribed Services to be in compliance with such Privacy Laws and Regulatory Oversight. Client shall not export the Subscribed Services, System or Documentation in violation of U.S. Department of Commerce export administration regulations.

3.6 Activity. Rubicon will provide Client access to the Subscribed Services by issuance of a confidential site address and passwords to Client. Client is responsible for maintaining the confidentiality of such address and passwords and any activity that transpires through the use of such address and passwords. Client shall: (a) notify Rubicon immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Rubicon immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Client Content that is known or suspected by Client; and (c) not impersonate another Rubicon client or user or provide false identity information to gain access to or use of the Subscribed Services.

4. Prices; Ordering; Payment.

4.1 Invoicing and Payment. Except as otherwise specified in an Order or Statement of Work: (a) Client shall pay to Rubicon all fees, charges and expenses due and owing pursuant to an Order or Statement of Work in U.S. dollars to the address designated on the invoice within thirty (30) days following Rubicon's invoice date; and (b) all payment obligations are non-cancellable, non-refundable and non-contingent. Client may not set-off any amounts owing to Client against any payments owing to Rubicon hereunder. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or one and a half percent (1½%) per month commencing with the date payment was due. In addition, in the event Client fails to timely pay any fees or charges when due, Rubicon may, in its discretion, suspend or terminate any Subscribed Services or other services hereunder in accordance with Section 5.4. Client will continue to be charged for all Subscribed Services and other services during any period of suspension.

4.2 Taxes and Duties. Excluding taxes based on Rubicon's net income, Client is liable and responsible for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Client's receipt or use of the Subscribed Services, whether or not Rubicon invoices Client for such taxes, duties or customs fees, unless Client timely provides Rubicon with a valid tax exemption or direct pay certificate showing Client is exempt from such payments. If Rubicon is required to pay any such taxes, duties or customs fees, Client shall reimburse Rubicon for such amounts in accordance with Section 4.1, and Client further agrees to indemnify, defend and hold harmless Rubicon for any such taxes, duties and customs fees and any related costs, interest and penalties paid or payable by Rubicon with respect thereto.

4.3 Audits. During the Term, upon thirty (30) days prior written notice to Client, Rubicon may audit Client's facilities, records and use of the Subscribed Services to determine Client's compliance with the terms and conditions of this Agreement. Such audits shall occur during regular business hours and shall be conducted in a manner designed to limit disruption to Client's business.

5. Term and Termination.

5.1 Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue for a period of 3 Years unless earlier terminated in accordance with the provisions hereof. The Term shall allow for unlimited one-year extensions at additional cost.

5.2 Automatic Monthly Extension. On the last day of the Term, unless (a) an agreement for a renewal term has been executed; or (b) either party provides a written notice of non-renewal at least seven (7) days in advance of the last day of the then-current term, this Agreement will automatically extend and continue to be effective on a month-to-month basis until either (a) or (b) occurs ("Automatic Monthly Extension").

5.3 Termination. Either party may terminate this Agreement or the applicable Order or Statement of Work if the other party breaches this Agreement or such Order or Statement of Work, as applicable, and fails to correct the breach within thirty (30) days following receipt of written notice from the non-breaching party. In addition, Rubicon may terminate this Agreement immediately if Client files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of Client's assets or business.

5.4 Suspension of Services. In the event (a) Client fails to timely pay any fees when due; or (b) Rubicon believes, upon advice of counsel, that any element of the Subscribed Services, or Client's receipt or use thereof, violates any applicable law, rule or regulation, Rubicon may it its sole discretion suspend or terminate any Subscribed Services and other services immediately without notice.

5.5 Effect of Termination. Upon termination of this Agreement or an Order or Statement of Work for any reason, all payment obligations shall become immediately due and owing and Client shall immediately cease using the applicable Subscribed Services and return all Documentation to Rubicon. Client acknowledges and agrees that (a) the payment of such fees does not constitute a penalty, but is due to the difficulty in estimating actual damages for early termination; (b) such fees are a reasonable estimate of the amounts required to fairly compensate Rubicon in such events; and that (c) such fees have taken into consideration Rubicon's cost savings due to the termination of this Agreement and the present value of accelerated payments. Upon termination of this Agreement, Client shall also return to Rubicon or destroy all copies of Rubicon's Trade Secrets and Confidential Information in every form. Upon request of Rubicon, Client agrees to certify in writing to Rubicon that it and each of its Affiliates have performed the foregoing obligations. Sections 1, 4, 5.5, 6.2, 6.3, and 7, 8, 10 and 11 shall survive any termination of this Agreement in accordance with their respective terms. In the event of any termination hereunder, Client shall not be entitled to any refund of any payments made by Client.

6. Representations and Warranties.

6.1 Services Warranty. Provided that Client notifies Rubicon of the non-conformance within the warranty period, and subject to the limitations set forth herein, Rubicon warrants that the Subscribed Services will be provided substantially in accordance with the applicable Documentation for a period of ninety (90) days from the date such Subscribed Services are first provided. No specific result from the provision of Subscribed Services is assured or guaranteed. In the event of any breach of the foregoing warranty, Rubicon shall, at its option and as Client's sole and exclusive remedy, (a) re-perform the Subscribed Services which were not performed as warranted at no additional charge; or (b) in the event Rubicon is unable to re-perform such Subscribed Services after exercising commercially reasonable efforts to do so, refund the fees paid to Rubicon for the Subscribed Services which were not performed as warranted. Notwithstanding the foregoing, Rubicon shall have no obligation to provide the warranty services described in this Section 6.1 if: (i) the performance failure is at least partially attributable to Client's deviation from applicable operating instructions or failure to perform Client's obligations set forth in this Agreement; or (ii) Client or any other person or entity (other than Rubicon) has modified the Subscribed Services.

6.2 Client Acknowledgment. Client acknowledges and agrees that it has made its own evaluation in deciding to subscribe for the Subscribed Services. The warranties provided in this Agreement extend solely to Client and to no other person or entity whatsoever. Without limiting the foregoing, Rubicon is not responsible for the results that may be obtained from use of the Subscribed Services.

6.3 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, RUBICON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SUBSCRIBED SERVICES, THE SYSTEM OR ANY OTHER SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PROFESSIONAL SERVICES. RUBICON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. RUBICON DOES NOT WARRANT THAT THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES WILL BE UNINTERRUPTED OR THAT ALL ERRORS OR ISSUES WITH THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES CAN OR WILL BE CORRECTED.

7. Confidentiality.

7.1 Confidentiality. Each party (the "Receiving Party") acknowledges that it will have access to Confidential Information and Trade Secrets of the other party (the "Disclosing Party"). For purposes of this Agreement, "Trade Secrets" means information, without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and "Confidential Information" means information, other than Trade Secrets, that is of value to Disclosing Party and is treated as confidential. Rubicon's Trade Secrets and Confidential Information include, without limitation, the Subscribed Services, the System, the Documentation and object and source code for the Rubicon Software. The Receiving Party agrees to use the Trade Secrets and Confidential Information of the Disclosing Party solely for purposes of performing its obligations or exercising its rights under this Agreement. The Receiving Party agrees to discuss the Trade Secrets and Confidential information of the Disclosing Party only with, and to transmit the Trade Secrets and Confidential Information only to, those officers, employees and consultants of the Receiving Party who have a need to know the Trade Secrets or Confidential Information for the purposes set forth herein and who have agreed in writing to treat such information as confidential on terms no less restrictive than as set forth in this Agreement. The parties acknowledge and agree that the terms of any previously executed confidentiality or nondisclosure agreements shall remain in effect with respect to the information exchanged thereunder. Rubicon understands that the Client, as a Texas governmental body, is subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "Act").

7.2 Security Precautions. The Receiving Party shall take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Trade Secrets and Confidential Information of the Disclosing Party and shall use at least the same degree of care the Receiving Party employs with respect to its own Trade Secrets and Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall not permit unauthorized access to the Trade Secrets or Confidential Information of the Disclosing Party.

7.3 Duration and Exceptions. With regard to Confidential Information, the obligations in this Section 7 shall continue for the Term and for a period of five (5) years thereafter. With regard to Trade Secrets, the obligations in this Section 7 shall continue for so long as such information constitutes a trade secret under applicable law, but in no event less than the Term and for a period of five (5) years thereafter. The Receiving Party's obligations with respect to Trade Secrets and Confidential Information of the Disclosing Party shall not apply to the extent such Trade Secrets or Confidential Information: (a) are previously known to the Receiving Party without restriction on disclosure; (b) cease to be secret or confidential except by reason of a breach of this Agreement by the Receiving Party; (c) are independently developed by the Receiving Party without reference to the Trade Secrets or Confidential Information of the Disclosing Party; or (d) were received from a third party without obligations of confidence and without breach of this Agreement. In addition, the Receiving Party may disclose Trade Secrets and Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law or by any governmental authority, provided the Receiving Party notifies the Disclosing Party, if permitted by law, of the applicable legal requirements before such disclosure occurs so as to enable the Disclosing Party to obtain such protection as may be available to preserve the confidentiality of such information.

8. Intellectual Property Rights.

8.1 Rubicon's Intellectual Property. Rubicon (or its licensors) retains title to the Subscribed Services, System, and Documentation, and all modifications, alterations, derivative works, and enhancements thereto, and all copies thereof and Intellectual Property Rights therein. Except as specified herein, Client does not acquire any rights, express or implied, in the Subscribed Services, System or Documentation, and has no right to commercialize or transfer the Subscribed Services, System or Documentation, in whole or in part. No license, right or Intellectual Property Right in any Rubicon trademark, trade name or service mark is granted pursuant to this Agreement. Subject only to the following, title to all Work Product will at all times remain the sole and exclusive property of Rubicon or its licensors; provided that Rubicon shall not obtain any ownership rights in any Client Content provided by, or on behalf of, Client. Upon request, Client agrees to execute such documents as may be reasonably requested by Rubicon to secure Rubicon's rights in and to the foregoing. Rubicon hereby grants Client during the term of the applicable Order a non-exclusive, royalty free (subject only to the fees provided for in a Statement of Work), limited right and license to copy, use, modify and sub-license all Work Product.

8.2 Client Content. Client shall own all Client Content. Client shall have sole responsibility for the accuracy, completeness, quality, integrity, legality, reliability, timeliness, appropriateness, and intellectual property ownership and right to use all Client Content, and Rubicon shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store Client Content for any reason. Rubicon does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any Client Content, and Client shall hold Rubicon harmless from any and all third-party claims arising out of Client's use or dissemination of any such Client Content. In the event this Agreement is terminated (other than by reason of Client's breach), Rubicon will make available to Client a file of the Client Content in its possession, if any, within thirty (30) following Client's request; provided such request is made within thirty (30) days following termination of the Agreement. Rubicon reserves the right to (a) withhold, remove and/or discard Client Content in its possession, if any, in the event Client breaches this Agreement, including, without limitation, non-payment of fees and charges; and (b) purge and delete Client Content, if any, in its possession if Client fails to request such Client Data within thirty (30) days following termination of this Agreement.

8.3 License to Client Content. Client hereby grants to Rubicon the non-exclusive right and license to (a) receive, retrieve, process, use and transmit any Client Content necessary or reasonably desirable to perform the Subscribed Services or other services; (b) use, copy, manipulate and store any Client Content that will be archived, stored or otherwise transmitted in connection with the Subscribed Services or other services; and (c) to aggregate Client Content and data with content and data from other clients ("Data Aggregations") for purposes including, without limitation, product and service development and commercialization and quality improvement initiatives. Rubicon will redact Client Content in such a way as to not divulge Client's Confidential Information or Trade Secrets. All Data Aggregations will be the sole and exclusive property of Rubicon.

8.4 License to the Marks. Client hereby grants to Rubicon the worldwide, non-exclusive limited right and license during the Term to use the Marks in connection with performance of the Subscribed Services and its other obligations under this Agreement.

9. Defense and Indemnification.

9.1 Limited Covenant to Defend. Rubicon will defend any third party claim brought against Client in the United States to the extent that the claim, if true, would constitute an infringement or misappropriation by the Subscribed Services of any valid and subsisting patent or copyright (a) recognized under the laws of the United States; and (b) of which Rubicon had actual knowledge; provided, however, that: (i) Client immediately advises Rubicon of the claim upon learning of the assertion of the claim; and (ii) Rubicon is given the sole right to control the defense and/or settlement of the claim, in litigation or otherwise.

9.2 Injunctions Obtained by Third Parties. If a third-party infringement claim, of which Rubicon is notified in accordance with Section 9.1 (or of which Rubicon is otherwise aware or believe is likely) results, or in Rubicon's opinion is likely to result, in an injunction prohibiting Client from continued use of the Subscribed Services that is the subject matter of the claim, then Rubicon may, in its sole discretion and at its expense: (a) procure for Client the right to continue to use the Subscribed Services that are the subject matter of the claim; (b) replace or modify the Subscribed Services that are the subject matter of the claim to make them non-infringing, but, where reasonably possible, preserving the functionality of such Subscribed Services; or (c) if the foregoing remedies are not commercially practical, suspend or terminate access to the infringing Subscribed Services.

9.3 Exceptions to Duties to Defend and Indemnify. Notwithstanding any other provisions hereof, Rubicon shall have no obligation to indemnify or defend Client for any third party claim pursuant to this Section 9, nor be required to pay losses, damages or expenses under this Section 9, if Client agrees to settle any such claim without the prior written consent of Rubicon, or if the claim arises out of, in whole or in part: (a) a modification of the Subscribed Services by anyone other than Rubicon; (b) use of the Subscribed Services other than in accordance with the Documentation or the terms of this Agreement; (c) use of a release of the Subscribed Services without having implemented updates, the use of which would have cured the alleged infringement; (d) any third party software or service; (e) use of the Subscribed Services in combination with Third Party Offering or any other third party hardware, software, database or materials where, absent such combination, the Subscribed Services would not be infringing; or (f) Client's negligence or willful misconduct.

9.4 Sole Obligation. This Section 9 states Rubicon's sole obligation, and Client's sole and exclusive remedy, with respect to infringement of proprietary and Intellectual Property Rights. Notwithstanding anything else in this Section 9, Rubicon's aggregate liability for indemnification pursuant to this Section 9 shall not exceed the original subscription fees paid by Client to Rubicon for the infringing Subscribed Services.

10. Limitation on Liability.

10.1 EXCLUSION OF DAMAGES. IN NO EVENT SHALL RUBICON OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION), EVEN IF RUBICON HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

10.2 LIMITATION OF LIABILITY. RUBICON TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED $1,000,000.00.

10.3 EXCEPTIONS. THE FOREGOING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10.4 PROTOTYPE COMPONENT RIDER. CLIENT ACKNOWLEDGES AND AGREES THAT SOME PARTS OF THE SYSTEM IDENTIFIED BY RUBICON AND PROVIDED TO THE CLIENT HEREUNDER ARE PRELIMINARY, TEST VERSIONS (EACH BEING A "PROTOTYPE COMPONENT" AND COLLECTIVELY "PROTOTYPE COMPONENTS"). IF AND TO THE EXTENT ANY PROTOTYPE COMPONENTS ARE PROVIDED TO CLIENT, ALL REPRESENTATIONS AND WARRANTIES, AND LIABILITIES REGARDING SUCH PROTOTYPE COMPONENTS, AND OTHER SUPPLEMENTAL TERMS AND CONDITIONS REGARDING THE PROTOTYPE COMPONENTS, SHALL BE GOVERNED BY THE "PROTOTYPE COMPONENT RIDER" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS ADDENDUM C. IN THE EVENT OF AN INCONSISTENCY BETWEEN THE PROTOTYPE COMPONENT RIDER AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE PROTOTYPE COMPONENT RIDER SHALL PREVAIL AND CONTROL.

11. Miscellaneous.

11.1 Dispute Resolution; Governing Law. The laws of the State of Texas shall govern this Agreement, without reference to conflicts of law rules or principles. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Client hereby consents and submits to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement, by any state or federal court located within or about Lubbock, Texas, USA. Client shall bring any action, suit or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

11.2 Force Majeure. Neither party will be liable for any loss, damage or delay resulting from any event beyond such party's reasonable control (a "Force Majeure Event"), and delivery and performance dates will be extended to the extent of any delays resulting from any such Force Majeure Event. Each party will promptly notify the other upon becoming aware that a Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. Notwithstanding any other

provision of this Section 11.2, a Force Majeure Event shall not relieve Client of its obligations to pay monies due and owing to Rubicon hereunder.

11.3 Assignment. Neither party shall assign, transfer, or otherwise delegate any of its rights, duties, or obligations under this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment (whether by operation of law or otherwise) shall be void; except that Rubicon may delegate any of its rights, duties, or obligations under this Agreement to one or more of its affiliates. Notwithstanding the foregoing, either party may assign its rights, duties, and obligations hereunder, without approval of the other party, to a party that succeeds to all or substantially all of its assets or business (whether by sale, merger, operation of law or otherwise), so long as the assignee agrees in writing to be bound by the terms and conditions of this Agreement; provided, however, that any such assignment by Client shall be subject to any fee adjustments specified in an Order, or that may be necessary because of Client's use of the subscribed Services beyond the licensing parameters specified in the applicable Order; and further provided that no such assignment may be to a competitor of Rubicon. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

11.4 Independent Contractors. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties. Neither party has the right or authority to make any contract, representation or binding promise of any nature on behalf of the other party, and neither party shall hold itself out as having such right or authority.

11.5 No Waiver. The failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

11.6 Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

11.7 Counterparts. This Agreement may be executed in duplicate and either copy or both copies are considered originals.

11.8 Notices. All official notices (including any notices regarding breach, termination, renewal, etc.) required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice shall be deemed given (a) when so delivered personally; (b) three (3) days after, when sent by certified or registered mail; or (c) the day after, when sent by next day express mail or courier, as follows: (i) if to Client, to it at:1314 Avenue K, Lubbock, TX 79401; (ii) if to Rubicon, to it at: Rubicon Global, LLC, 335 Madison Avenue, 4th Floor New York, NY 10017. In addition, routine, non-contractual notices, consents and approvals (including support) given under this Agreement may be delivered in writing as provided above or through electronic mail or other electronic record addressed to the parties identified herein.

11.9 Marketing. Client agrees that Rubicon may reference Client's execution of this Agreement and its status as a user of the Subscribed Services in marketing materials and in sales presentations. Rubicon may use Client's Marks in connection with such usage.

11.10 Entire Agreement. This Agreement (including any Orders, Exhibits, Statements of Work and attachments, which are hereby incorporated herein by reference) constitute the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement.

11.11 Cooperative Purchasing. Rubicon and the Client agree that other government entities (including but not limited to municipalities, counties, states, public utilities, non-profit hospitals, educational institutes, special governmental agencies, and non-profit corporations) that allow cooperative purchasing may utilize the terms of this agreement to procure Rubicon's software and services.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Master Software Services Agreement and to bind their respective party hereto.

CITY OF LUBBOCK, TX

_____
Authorized Signature
Tray Payne, Mayor
Printed Name and Title
Date: _____

RUBICON GLOBAL, LLC


Authorized Signature
Cesar Ruffle, SVP Smart Cities
Printed Name and Title
Date: 11/29/2023

EXHIBIT A

PROFESSIONAL SERVICE TERMS

These Professional Services Terms are hereby annexed to and made a part of the Master Software Services Agreement (the "Agreement") between Rubicon and Client. In the event any provisions of these Professional Services Terms contradict or are inconsistent with the provisions of the Agreement, the provisions these Professional Services Terms shall prevail and govern.

1. Services. Upon request by Client, Rubicon will provide consultants to perform implementation, consulting and training services to the extent such Professional Services are identified in any mutually agreed upon Statement of Work more fully describing the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference the Agreement and be sequentially numbered. Any modifications to a Statement of Work shall be made by written change order, in Rubicon's standard form, executed by both parties to this Agreement (a "Change Order"). Each Change Order complying with this Section shall be deemed to be an amendment to the applicable Statement of Work to which it applies and shall become a part thereof.

2. Cooperation. All Professional Services will be coordinated with the designated Client Project Coordinator, as identified in each Statement of Work. Client shall cooperate and provide information as is reasonably necessary or desirable for the timely completion of the Professional Services. Client shall at all times make available its functional and/or information technology personnel as reasonably required or desirable for Rubicon to perform the Professional Services, and Client shall timely fulfill its obligations and responsibilities set forth in each Statement of Work. To the extent required or as specified in any Statement of Work or work plan, Client shall provide Rubicon with access to its facilities, software, systems, data, information and support materials to perform the Professional Services. Client acknowledges that Rubicon's performance hereunder is contingent on Client's timely and effective performance of Client's responsibilities and Client's timely decisions and approvals. If Client fails to provide required information and/or make decisions as agreed or in a reasonably expeditious and timely manner, and such failure results in a delay in delivery of any deliverables or Work Product or to the overall project, Client agrees to extend the time frame for delivery of the deliverable or project, as applicable, on a day for day basis and compensate Rubicon for any additional work required as a result of such delay.

3. Project Control. Rubicon shall have the sole right to supervise, manage, contract, direct, procure, perform, or cause to be performed, all Professional Services performed by it pursuant to a Statement of Work. Rubicon may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that Rubicon personnel may perform similar services for third parties, this Agreement shall not prevent Rubicon from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement.

4. Compensation. All Professional Services will be provided by Rubicon on a time, materials and expense basis at Rubicon's then current rates, unless otherwise agreed by the parties in a Statement of Work.

5. Termination. These Professional Services Terms shall be effective as of the Effective Date of the Agreement and shall remain in effect until (a) terminated by either party upon thirty (30) days prior written notice in the event no Statement of Work is outstanding; or (b) as provided in the Agreement, whichever is earlier. Client shall be liable for payment to Rubicon for all Professional Services provided or performed prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services.

6. Additional Services. Any services performed by Rubicon at the request of Client that are outside the scope of any Professional Services described in the applicable Statement of Work shall be governed by these terms and will be billed at Rubicon's then current rates.

7. Acceptance Criteria. Each deliverable provided to Client through Professional Services under this Agreement (collectively, the "Client Deliverables") will be deemed accepted by Client upon delivery, unless Client provides written notice of rejection to Rubicon within five (5) business days of such delivery (the "Acceptance Period") and such notice specifically identifies the manner in which the applicable Client Deliverables fail to materially comply with their applicable specifications. In the event Client rejects the applicable Client Deliverables within the Acceptance Period, Rubicon shall use commercially reasonable efforts to make such corrections to Client Deliverables, such that the Client Deliverables materially

comply with the applicable specifications, and shall present the same to Client for acceptance pursuant to this paragraph. Any use of Client Deliverables by Client following delivery, other than review and testing of such Client Deliverables to confirm compliance with the applicable specifications, shall constitute acceptance.

ORDER NUMBER 1 TO THE
MASTER SOFTWARE SERVICES AGREEMENT

This independent Order Number 1 ("Order") to the Master Software Services Agreement is made as of _____ ("Order Effective Date"), by and between Rubicon Global, LLC ("Rubicon") and the CITY OF LUBBOCK, TX ("Client"). This Order is part of the Master Software Services Agreement between the parties dated _____ ("Agreement"). Capitalized terms used and not otherwise defined in this Order shall have the respective meanings set forth in the Agreement.

1. The Subscribed Services.

DESCRIPTION	COST
Year 1 Cost	$197,130.00
Year 2 Cost	$160,380.00
Year 3 Cost	$160,380.00
Total Cost (36-month contract)	$517,890.00

The complete pricing proposal has been included in this package as Addendum B.

2. Other Charges. As may be agreed to by the parties in writing from time to time.

3. Payment Terms. The parties agree that the fees for the above services shall be a total of five hundred seventeen thousand eight hundred ninety dollars ($ 517,890.00) payable as follows ("Fee"):
a. US$ 197,130.00 due upon execution of this Agreement.
b. US$ 160,380.00 due upon the first anniversary of this Agreement.
c. US$ 160,380.00 due upon the second anniversary of this Agreement.

4. Renewal. Unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the initial term, upon expiration of the initial terms of the Subscribed Services (as described in the table in Section 1 of this Order) and Client's obligations to pay the applicable fees, the parties shall meet and determine if the Agreement shall be extended by another term. If the parties shall so agree, they will negotiate in good faith terms, conditions and fees associated with any renewal term. For purposes of clarification, the liquidated damages specified in Section 5.5 of the Agreement shall apply to the initial term of the Subscribed Services, or the then-current renewal term, as the case may be.

5. Fee for the Automatic Monthly Extension Period. Fee for the Automatic Monthly Extension described in the Section 5.2 of the Agreement will be $18,600.00 per month, which Rubicon will invoice each month while the Automatic Monthly Extension is in effect. Client shall pay all fees, charges and expenses in accordance with the Section 4 of the Agreement.

6. Separate Agreement. Rubicon may provide Professional Services regarding the Subscribed Services provided hereunder pursuant to a Statement of Work to the Professional Services Terms executed between the parties. Client understands and agrees that such Professional Services and associated Statements of Work that may be signed are separate and independent contractual obligations from any Order or amendment thereto relating to the access and use of the Subscribed Services. Client shall not withhold payments that are due and payable pursuant to this Order or any other Order(s) or amendment(s) thereto because of the status of Professional Services performed under any Statement of Work.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Order and to bind their respective party hereto.

ACCEPTED BY:

CITY OF LUBBOCK, TX

Authorized Signature

Tray Payne, Mayor
Printed Name and Title

ACCEPTED BY:

RUBICON GLOBAL, LLC

Authorized Signature

Conor Raffle, SVP Sales + Ops
Printed Name and Title

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brenda Haney, Director of Solid Waste

APPROVED AS TO FORM

Amy Sims, Deputy City Attorney

ADDENDUM A

SERVICE AVAILABILITY

RUBICONSmartCity software is hosted externally using Amazon Web Services (AWS).

Below please find our standard Service Level Availability Policy (SLA):

Rubicon's Service Availability commitment for a given calendar month is **99.5%.** Service Availability is calculated per month as follows: (Total time - Unplanned Outage - Planned Maintenance) / (Total – Planned Maintenance) X 100

- Definitions:
  - *Total time* is the total minutes in the month
  - *Unplanned Outage* is total minutes unavailable due to an unplanned outage in the month
  - *Planned Maintenance* is total minutes of planned maintenance in the month. Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Rubicon's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00am (Eastern) on Saturday. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the Rubicon Service. Customer may request an availability report once per month.
- Service Response
  - Rubicon Production Support and Service Level Availability Policy (SLA)
  - Rubicon's Service Response commitment is: (1) not less than 50% of (online) transactions in two (2) seconds or less and not more than 10% in five (5) seconds or more.
  - Service Response is the processing time of the Rubicon Production Service in the Amazon Web Service data center to complete transactions submitted from a web browser.
  - The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Amazon Web Service data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via email.
- Disaster Recovery
  - Rubicon commits to a recovery time objective of twelve (12) hours - measured from the time that the Rubicon Service becomes unavailable until it is available again. Rubicon commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Rubicon Service became unavailable.
  - Rubicon will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customer upon its request made via the Customer Center.
- Severity Level Determination Submittal
  - Customer shall reasonably self-diagnose each support issue and recommend to Rubicon an appropriate Severity Level designation. Rubicon shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Rubicon Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

- Support Issue Production Levels - Response and Escalation
  - Response Time is the period from the time the Production case was logged in the Customer Center until Rubicon responds to Customer and/or escalation within Rubicon, as appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.
    - SEVERITY LEVEL 1
      - Definition: The Rubicon Service is unavailable for all users
      - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
      - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
      - Escalation: If the problem has not been resolved within one (1) hour, Rubicon will escalate the problem within the appropriate Rubicon organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
      - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
    - SEVERITY LEVEL 2
      - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
      - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
      - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
      - Escalation: If the problem has not been resolved within four {4) hours.; Customer may request that Rubicon escalate the problem within the appropriate Rubicon organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
      - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
    - SEVERITY LEVEL 3
      - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
      - Rubicon Response Commitment: Rubicon will respond within four (4) hours of receipt of case.
      - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
      - Escalation: If the problem has not been resolved within one (1) week, Customer may request that Rubicon escalate the problem to the appropriate Rubicon organization.
      - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
    - SEVERITY LEVEL 4:
      - Definition: The Rubicon Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.

- Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hour of receipt of case.
- Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for a future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: None.
- Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.

- CUSTOMER CARE or OPERATIONS REQUEST (Severity Level 5):
  - Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. If necessary to open a Support case requesting assistance, Severity *5* should be used.
  - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hours of receipt of case.
  - Resolution Commitment: Rubicon will respond to request. Customer will be notified of status changes.
  - Escalation: None.
  - Customer Commitment: Customer will respond to Rubicon requests for additional information in a timely manner.

- Rubicon Support Scope
  - Rubicon will support functionality that is developed by Rubicon and under its direct control. For any other functionality, and/or issues or errors in the Rubicon Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Rubicon may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Rubicon's support obligations. Service Level failures attributable to (i) Customers acts or omissions; and (ii) force majeure events shall be excused.
- Rubicon Service Credit
  - In the event of a failure by Rubicon to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Rubicon shall provide service credits in accordance with the following:
  - a) First month in any rolling six (6) month period: 10% of the Subscription Fee paid for the applicable month for the affected Service
  - b) Second month in any rolling six (6) month period: 20% of the Subscription Fee paid for the applicable month for the affected Service
  - c) Third month in any rolling six (6) month period: 30% of the Subscription Fee paid for the applicable month for the affected Service
  - d) Fourth month in any rolling six (6) month period: 40% of the Subscription Fee paid for the applicable month for the affected Service
  - e) Fifth month in any rolling six (6) month period: 50% of the Subscription Fee paid for the applicable month for the affected Service or within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.
  - If more than one of the above (a through e) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

ADDENDUM B

PRICING PROPOSAL

The proposed RUBICONSmartCity cost is for 60 vehicles in Lubbock's sanitation fleet. A breakdown of all costs have been included below:

60 Vehicles - Rubicon Provided Tablets		
	UNITS	*COST*
Total Upfront		**$36,750.00**
Rubicon Y Installation	60 Vehicles	$7,500.00
Launcher Training/Implementation	180 Hours(**)	$29,250.00
Total Annual Recurring		**$160,380.00**
RUBICONSmartCity Software		**$88,920.00**
Portal & Mobile App Software License (Solid Waste Software)	60 Device Licenses	$88,920.00
Rubicon X		**$56,160.00**
iPad Tablets + Mobile Data	60 Devices	$56,160.00
Rubicon Y		**$15,300.00**
Vehicle Gateways	60 Devices	$0.00
License for Vehicle Gateways	60 Licenses	$15,300.00
Y1		$197,130.00
Y2		$160,380.00
Y3		$160,380.00
TOTAL CONTRACT VALUE		***$517,890.00***

(**) The pricing above is based on estimated 180 hours required for Launcher Training/Implementation services determined based on the information provided by the City to date. In case the services require additional time to the estimated hours above, Rubicon will invoice the City the overage at the hourly rate of $162.50 per each additional hour.

RUBICONSmartCity Software

What's Included in Portal & Mobile App Software License (Solid Waste):
Annual Recurring Cost - $88,920.00

- Unlimited city staff access to the RUBICONSmartCity Solid Waste Portal (Software)
- Mobile App Licenses
- External hosting in a secure cloud environment
- All personnel training, hardware and software maintenance and warranty
- Access to all currently available features and software updates and upgrades
    - This includes in field supervisor application, as well as all Mobile App and Portal developments as they become publicly available

Rubicon X

What's Included in Rubicon X (Rubicon Provided iPads):

Annual Recurring Cost - $ 56,160.00

- In-Cab-Interfaces (iPad) to be used across the entirety of the city's solid waste operation
- All mobile data services and costs
- All required charging cables, charging stations, tablet cases, and tablet mounts
- Warranty includes 22 replacement In-Cab-Interface devices per year

Rubicon Y

What's Included in Vehicle Gateways (Samsara):

Annual Recurring Cost - $15,300.00

- Seamless API integration with RUBICONSmartCity
- All hardware, cellular data, warranty and support
- Unlimited users in the Samsara dashboard, alerting and reporting
- Open access to APIs to integrate with Rubicon, Fleet Management Software, Mapping software, etc
- All hardware, warranty, and support

Professional Services

What's Included in Telematics Installation:

One Time Cost - $7,500.00

- Rubicon will install all in-vehicle devices in the city's vehicles
- Rubicon will utilize an approved certified vendor to complete all of the necessary telematic installations

What's Included in Launch/Training/Implementation:

One Time Cost - $29,250.00

- Rubicon's Customer Success Team will conduct a series of training sessions for participating operators to ensure that they are able to utilize the ICI
- Rubicon will conduct separate Portal training with the city's fleet managers, supervisors, customer service representatives, etc.

Extensions

The fees for any extensions or renewals beyond Year 3 may be adjusted no more than once in twelve (12) months by the percentage change between the Consumer Price Index baseline ("CPI Baseline") and the most recently available Consumer Price Index for all Urban Consumers – U.S. City Average – Services ("CPI") as published by the Bureau of Labor Statistics, at the time of the price review and adjustment. The month and year of the initial CPI Baseline are November, 2023.

Line Item Add-Ons for Additional RUBICONSmartCity Technology

Should the City wish to add additional technology, devices, or services during the course of the contract, the City may purchase these off of the list below, which is also available on Sourcewell. Rubicon can provide additional discounts off these list prices at its discretion

RUBICONSmartCity Add-On Line Item Pricing		
Professional Services: One Time Cost		
	UNITS	*COST*
Rubicon Y Installation	Per Vehicle	$125.00
API Integration	Per Hour	$162.50
Launcher Training/Implementation	Per Hour	$162.50
Fleet Optimization	Per Vehicle	$1,625.00
Software + Hardware: Annual Recurring Cost		
	UNITS	*COST*
RUBICONSmartCity Software		
Portal & Mobile App Software License (Solid Waste Software)	Per Device License	$1,457.30
Portal & Mobile App Software License (Snow Software)	Per Device License	$1,053.00
Rubicon X		
iPhone + Mobile Data	Per Device	$1,053.00
iPad Tablets + Mobile Data	Per Device	$936.00
Rubicon Y		
Vehicle Gateways	Per Device	$0.00
License for Vehicle Gateways	Per License	$255.00
Rubicon Z		
Camera Connector	Per Device	$0.00
License Camera Connector License	Per License	$240.00
Duel-Facing Dash Camera	Per Device	$0.00
License for Duel-Facing Dash Camera	Per License	$420.00

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Contract 15789, with Lee Lewis Construction, Inc., for services related to the construction of the Police Headquarters facility.

Item Summary

This is Amendment No. 2 to Contract 15789, for General Contractor Services for Police Headquarters located at 1205 15th Street, Lubbock, Lubbock County, Texas. The contract provides services and consultation during the construction phase of the project for the police headquarters.

In April 2021, the City released a Request for Proposal for General Contractor services, and Lee Lewis Construction was approved by the City Council for RFP 21-15789-TF. The City used the Competitive Sealed Proposal procurement method as authorized by the Texas Legislature and further defined by Texas Government Code Section 2269.

Contract 15789 in the amount of $15,800,000.00, was previously amended to increase the amount by $183,009.01 to $15,983,009.01. This amendment request will increase the amount by $217,391.36, making the revised contract amount $16,200,400.37 of the $21,595,000.00 available for this project.

A portion of this increase, $157,391.36, is for additional work requested by the City for construction costs associated with elements excluded from the original design, including but not limited to: finishes, acoustic treatments, window treatments, lighting, and security fencing. Another $60,000.00 is an allowance for additional exclusions.

Fiscal Impact

Amendment No. 2 in the amount of $217,391.36, is funded in Capital Improvement Project No. 92551, Public Safety Improvements Project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Mark Zavicar, Director of Facilities

Attachments

Resolution 15789 Amendment 2
Contract 15789 Amendment 2
CIP Cost 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 that certain Agreement dated May 25, 2021, by and between the City of Lubbock and Lee Lewis Construction, Inc., for additional services at the Police Headquarters at 1205 15th Street, 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 _____.

_____
TRAY PAYNE, 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.Amend 2-Lee Lewis Construction, Inc.
December 6, 2023

Amendment 2
To Agreement Between
The City of Lubbock, TX
And
Lee Lewis Construction, Inc.

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT Contract No. 15789 dated and entered into the 25th day of May 2021 by and between the City of Lubbock ("City") and Lee Lewis Construction, Inc. ("LLCI") of Lubbock Texas, for construction of Police Headquarters (the "Project"), located at 1205 15th Street, Lubbock, Lubbock County, Texas.

WITNESSETH:

WHEREAS, now the City desires to engage LLCI for the performance of additional services, details for which are provided in Exhibits "A" through "H", attached hereto and incorporated herein. The additional services include, but are not limited to: finishes, window treatments, acoustic wall treatments, lighting and security fencing.

WHEREAS, all other portions of the original Agreement and previous Amendments, if any, shall remain in place and are not altered by this amendment.

NOW, THEREFORE, the City and LLCI agree to the following terms in this SECOND AMENDMENT:

THAT LLCI shall perform the additional services detailed in Exhibits "A" through "H" for an amount not to exceed two hundred seventeen thousand, three hundred ninety-one and 36/100 dollars ($217,391.36), of which includes sixty thousand and 00/100 dollars ($60,000.00) for contingency costs, and said costs shall only be paid as reimbursement for work performed.

The original Contract Amount	$	15,800,000.00
The sum of all previous authorized Amendments (unchanged)	$	183,009.01
Net Percentage of previous Amendments		+1.16%
The Contract Amount prior to this Amendment	$	15,983,009.01
The Contract Amount will be (increased) by this Amendment	$	217,391.36
Net Percentage of this Amendment		+1.38%
The new Contract Amount	$	16,200,400.37
Total Percentage of all Amendments		+2.53%

IN WITNESS HEREOF, the parties have executed this Agreement as of this _____ day of _____, 2023.

CITY OF LUBBOCK

_____
TRAY PAYNE, MAYOR

LEE LEWIS CONSTRUCTION, INC.

_____
Jason Smith, President

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Zavicar, Director of Facilities Management

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

Exhibit A

Parkhill

CONSTRUCTION CHANGE REQUEST #003R

PROJECT: City of Lubbock Police HQ 15th St and Ave K Lubbock, Texas 79401	DATE: 9/7/2022	☒Owner
	CONTRACT DATE: 01/2019	☒Architect
	ARCHITECT'S PROJECT NUMBER: 8715.18	☒Contractor
TO CONTRACTOR: Lee Lewis Construction Inc. 7810 Orlando Ave. Lubbock, Texas 79423	OWNER'S PROJECT NUMBER: 19-14153-MA	☒Other

REGISTERED ARCHITECT RYAN AUGUST 21613 STATE OF TEXAS

9/7/2022

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: (Written description of the work)

Pricing to provide and install items as specified for SI 4R.

Submitted By: David Clower

Attachments: CCR Pricing Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: TBD

☒Add to / ☐ Credit Contract Sum $ 117,936.23

☐Credit / ☐Deduct Contingency $_____

☐ *Owner* ☐ *CMAR*

TOTAL CCR **$ 117,936.23**

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time_____

By:_____ Date: _____

(*Signature*)

Lee Lewis Construction, Inc.

PCCO #003R

Lee Lewis Construction Inc. - HQ
7810 Orlando Avenue
Lubbock, Texas 79423
Phone: 806-797-8400
Fax: +1.806.797.1034

Project: AA-2148 - Lubbock Police Headquarters
1401 15th Street
Lubbock, Texas 79401

Prime Contract Change Order #003R: CCR #003R Revised Lighting Package

TO:	**CITY OF LUBBOCK** City of Lubbock 1314 Avenue 4th Floor LUBBOCK, Texas 79457	**FROM:**	**Lee Lewis Construction - HQ** 7810 Orlando Ave Lubbock , Texas 79423
DATE CREATED:	9/08/2022	**CREATED BY:**	E.Paul Bownds **(Lee Lewis Construction - HQ)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:	Darren Densford **(CITY OF LUBBOCK)**	**REVIEWED BY:**	
DUE DATE:	09/09/2022	**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Architect/Engineer
PAID IN FULL:	No	**EXECUTED:**	Yes
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	02/10/2023
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Lubbock Police Headquarters Prime Contract
		TOTAL AMOUNT:	$117,936.23

DESCRIPTION:
CCR 003R Revised Lighting Package from SI4R
All cost and materials as indicated in SI 004R. Work has been completed per email approval. Additional breakdown provided per request. Note highlighting and total fixture counts per package have been added by LLCI for reference and my not be 100% accurate as there are parts and components included with both quotes that are not part of the actual fixture counts. **Price revised per Parkhill mark-up**

ATTACHMENTS:
Revised 3 With Back-up.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	16-050.2 BASIC ELECT. MATERIALS & METHO.SUBCONTRACTOR	Revised Lighting Packaged CCR 3	$112,320.22
2	1-002.1 FEE.MATERIALS		$5,616.01
		Grand Total:	**$117,936.23**

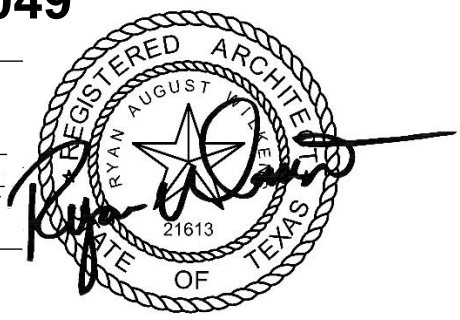
The original (Contract Sum)	$15,800,000.00
Net change by previously authorized Change Orders	$183,009.01
The contract sum prior to this Change Order was	$15,983,009.01
The contract sum would be changed by this Change Order in the amount of	$117,936.23
The new contract sum including this Change Order will be	$16,100,945.24

Exhibit B

Parkhill

CONSTRUCTION CHANGE REQUEST #049

PROJECT: City of Lubbock Police HQ 15th St and Ave K Lubbock, Texas 79401	DATE: 10/17/2023	☒Owner
	CONTRACT DATE: 01/2019	☒Architect
	ARCHITECT'S PROJECT NUMBER: 8715.18	☒Contractor
TO CONTRACTOR: Lee Lewis Construction Inc. 7810 Orlando Ave. Lubbock, Texas 79423	OWNER'S PROJECT NUMBER: 19-14153-MA	☒Other



10/17/2023

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: (Written description of the work)

This includes labor and material to to install plastic laminate cover in front of the upper cabinet lights to conceal the fixtures.

Submitted By: David Clower

Attachments: CCR 049 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: TBD

☒ Add to / ☐ Credit Contract Sum $ 4,490.00

☐ Credit / ☐ Deduct Contingency $ _____

☐ *Owner* ☐ *CMAR*

TOTAL CCR **$ 4,490.00**

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time_____

By:_____ Date: _____

(*Signature*)

Lee Lewis Construction, Inc.

PCCO #49

Lee Lewis Construction Inc. - HQ
7810 Orlando Avenue
Lubbock, Texas 79423
Phone: 806-797-8400
Fax: +1.806.797.1034

Project: AA-2148 - Lubbock Police Headquarters
1401 15th Street
Lubbock, Texas 79401

CCR#049 - Upper Cabinet Light Cover

TO:	**CITY OF LUBBOCK** City of Lubbock 1314 Avenue 4th Floor LUBBOCK, Texas 79457	**FROM:**	**Lee Lewis Construction - HQ** 7810 Orlando Ave Lubbock , Texas 79423
DATE CREATED:	10/17/2023	**CREATED BY:**	David Clower **(Lee Lewis Construction - HQ)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	5 days
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Lubbock Police Headquarters Prime Contract
		TOTAL AMOUNT:	$0.00

DESCRIPTION:
CCR#049 - Upper Cabinet Light Covers
This includes labor and material to install plastic laminate covers in front of upper millworks lights to conceal the lights.

ATTACHMENTS:
Lubbock Police Headquarters Plastic Laminate Upper Cabinet Light Cover Proposal.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	6-400.2 ARCHITECTURAL WOODWORK.SUBCONTRACTOR	CCR#040 - Light Covers	$4,490.00
2	1-004.1 OWNERS CONTINGENCY.MATERIALS	CCR#049 - Owner Contingency	$(4,490.00)
		Grand Total:	**$0.00**

The original (Contract Sum)	$15,800,000.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$15,800,000.00
The contract sum would be changed by this Change Order in the amount of	$0.00
The new contract sum including this Change Order will be	$15,800,000.00

The contract time will not be changed by this Change Order.

PIONEER MILLWORKS, INC.
PH: 806-622-3201
www.pmillworks.com

P.O. Box 7968
Amarillo, TX 79114

HUNTER MILLWORKS
PH: 806-792-4864
www.huntermillworks.com

Quote ID: Bid 2021-0050M **June 22, 2023**

Mr. Kirk Hughlett
Lee Lewis Construction
Lubbock, TX

Re: Lubbock Police Headquarters – Added Plastic Laminate Upper Cabinet Light Covers
Lubbock, TX

All Listed Millworks are Designed & Tailored to Your Specific Project

Quote

We propose to Provide & Install the Plastic Laminate Upper Cabinet Light Covers for the project stated above, as per Customer Request.

Plastic Laminate Upper Cabinet Light Covers and Install	**$ 4,490.00**

*******Upon Acceptance this Proposal & Included Millworks List Shall become part of the Contract/ Purchase Order and take precedence over Drawings, Notes, Specs, Inclusions & Exclusions listed**

*****Standard PMI Exclusions*****

- ***Any and All Existing, Reused, Salvaged, Repurposed, Refurbished, Items Expressly Excluded***
- **Any and All FSC Cert, AWI QCP, NAUF, Fire Treated, Blocking/Backing or NAUF Construction**
- **Any and All Quartz, Granite, Stone, Marble Countertops, Sills or Accents**
- **Any and All Fur Down Panels, Ceiling Panels/Grids/Accents, Plumbing & Electrical Fixtures**
- **Any and All Medical, Office, Kitchen, School or Gym Equipment**
- **Any and All Staining, Painting and Finishing, Blocking and backing**
- **Any and All Marker Boards, Smart Boards, Chalk Boards or Visual Displays**
- **Any and All PSI Panels, Wall Paneling, FRP, KoroGuard, Acrovyn or Wall Dividing Systems**
- **Any and All Glass, Track, Shelves, Hardware, Ballistic Glass or Display Cases**
- **Any and All Wood Trim, Jambs, Base, Casing, Chair Rail, Handrail, Wall Cap, Crown, Ect.**
- **Any and All 3Form, Lumicor, or Resinous Panel and Associated Hardware**
- **Any and All Teachers Cabinets/School Storage Cabinet Door Hardware**
- **Any and All Metal Accents, Features, Covering, Wraps or Reveals unless Noted**

*****Project Specific Exclusions*****

- ***Any and All Existing, Reused, Salvaged, Repurposed, Refurbished, Items Expressly Excluded***
- **Any and All Ballistic Material or Framing to encase, support or Engage it**
- **Any and All Staining, Painting and Finishing, Blocking and backing**
- **Any and All Quartz, Granite, Stone, Marble Countertops, Sills or Accents**
- **Any and All Ceiling or Ceiling Materials other than the WDPL Soffit where Shown**
- **Any and All Fur Down Panels, Ceiling Panels/Grids/Accents, Plumbing & Electrical Fixtures**
- **Any and All Medical, Office, Kitchen, School or Gym Equipment**
- **Any and All Marker Boards, Smart Boards, Chalk Boards or Visual Displays**
- **Any and All AWP, VCW, FRP, KoroGuard, Acrovyn, Tile or Wall Dividing Systems**
- **Any and All Glass, Track, Shelves, Hardware, Ballistic Glass or Display Cases**
- **Any and All Wood Trim, Jambs, Base, Casing, Chair Rail, Handrail, Wall Cap, Crown, Ect.**
- **Any and All 3Form, Lumicor, or Resinous Panel and Associated Hardware**
- **Any and All Metal Accents, Features, Covering, Wraps or Reveals unless Noted**
- **Sales Tax**

AWI ARCHITECTURAL WOODWORK INSTITUTE

See Attached Sheet for Detailed List of Included Millworks
*****Only Items Listed on Attached Sheet are Included******

*****Project Specific Inclusions*****

- **Added Plastic Laminate Upper Cabinet Light Covers**
- **Installation**

Submitted By: _____Sam Kelley_____ Title: Project Estimator

Sam Kelley

All Best efforts were taken to properly and adequately decipher provided Plans, designs, details and elevations to provide an accurate proposal and material pricing.

ALL Projects not Installed by Pioneer Millworks Inc will require Final Measurements IN WRITING Prior to ANY Production of Millworks or Countertops Commencing

Acceptance of Proposal

Terms & Conditions:

- ***Upon Acceptance this Proposal & Included Millworks List Shall become part of the Contract/ Purchase Order and take precedence over Drawings, Notes, Specs, Inclusions & Exclusions listed *****
- ***This Proposal is subject to revision or withdrawal by PMI for any reason until communication of acceptance, and may be revised after communication of acceptance where an inadvertent error by PMI has occurred. This Proposal expires thirty (30) days after the date stated above if not earlier accepted, revised or withdrawn.***
- ***Any alteration or deviation from the original specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this Proposal.***
- ***Purchaser agrees to pay PMI for the amount invoiced upon receipt of the invoice, unless mutually agreeable arrangements are made and detailed in an AIA contract, Purchase Order or similar document.***

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract, unless the Owner/Customer issues an AIA contract, Purchase Order or similar document.

Company Name_____

Owner/Agent Signature: _____**Date:** _____

Owner/Agent Written Name: _____**Position/Title:** _____

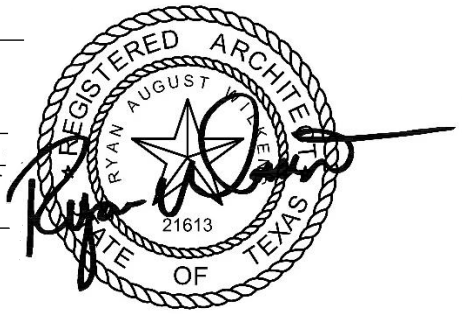
Exhibit C

DocuSign Envelope ID: 0E92DA61-81FC-4538-B508-0B928B098D59

Parkhill

CONSTRUCTION CHANGE REQUEST #055

PROJECT: City of Lubbock Police HQ 15th St and Ave K Lubbock, Texas 79401	DATE: 11/06/2023	☒Owner
	CONTRACT DATE: 01/2019	☒Architect
	ARCHITECT'S PROJECT NUMBER: 8715.18	☒Contractor
TO CONTRACTOR: Lee Lewis Construction Inc. 7810 Orlando Ave. Lubbock, Texas 79423	OWNER'S PROJECT NUMBER: 19-14153-MA	☒Other



11/06/2023

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: (Written description of the work)

This includes labor and materials to install pickets on remaining portion of gates where not shown per COL request.

Submitted By: David Clower

Attachments: CCR 055 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: No added days can be completed after substantial

☒ Add to / ☐ Credit Contract Sum $ 4,462.00

☐ Credit / ☐ Deduct Contingency $

☐ *Owner* ☐ *CMAR*

TOTAL CCR **$ 4,462.00**

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time_____

By:_____ Date: _____

(*Signature*)

Lee Lewis Construction, Inc.

PCCO #55

Lee Lewis Construction Inc. - HQ
7810 Orlando Avenue
Lubbock, Texas 79423
Phone: 806-797-8400
Fax: +1.806.797.1034

Project: AA-2148 - Lubbock Police Headquarters
1401 15th Street
Lubbock, Texas 79401

Prime Contract Change Order #55: CCR#055 Gate Pickets

TO:	**CITY OF LUBBOCK** City of Lubbock 1314 Avenue 4th Floor LUBBOCK, Texas 79457	**FROM:**	**Lee Lewis Construction - HQ** 7810 Orlando Ave Lubbock , Texas 79423
DATE CREATED:	11/06/2023	**CREATED BY:**	David Clower **(Lee Lewis Construction - HQ)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Lubbock Police Headquarters Prime Contract
		TOTAL AMOUNT:	$4,462.00

DESCRIPTION:
CCR#055 Gate Pickets
This includes labor and materials to install pickets on remaining portion of gates where not shown per COL request.

ATTACHMENTS:
Gate Pickets.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	2-800.1 SITE IMPROVEMENTS.MATERIALS	CCR#055 - Gate Pickets	$4,250.00
2	1-002.1 FEE.MATERIALS	CCR#055 - OH&P	$212.00
		Grand Total:	**$4,462.00**

The original (Contract Sum)	$15,800,000.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$15,800,000.00
The contract sum would be changed by this Change Order in the amount of	$4,462.00
The new contract sum including this Change Order will be	$15,804,462.00

The contract time will not be changed by this Change Order.

RENTFRO CONSTRUCTION
P.O. Box 1175
Shallowater, TX 79363
Phone: 806-281-7175
Email: trentfro@rentfroconstruction.com

Lubbock Police HQ
Lubbock, TX
November 6, 2023

Fence:

Includes: Sixty-Six Pickets to match existing
Material $2,500
Labor $1,750

Material lead time 4-6 weeks

Excludes: Permit, engineering, keypad pedestals, access control, exit devices, latching hardware, concrete curb, sleeves, coring, rock drilling, and paint

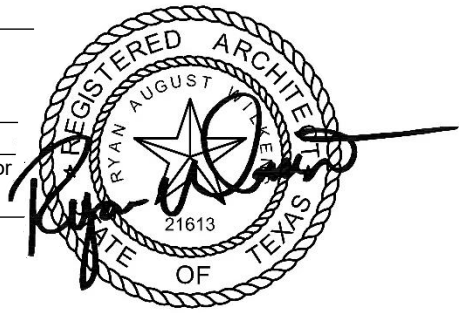
Price: $4,250.00

Exhibit D

Parkhill

CONSTRUCTION CHANGE REQUEST #058

PROJECT: City of Lubbock Police HQ 15th St and Ave K Lubbock, Texas 79401	DATE: 11/15/2023	☒Owner
	CONTRACT DATE: 01/2019	☒Architect
	ARCHITECT'S PROJECT NUMBER: 8715.18	☒Contractor
TO CONTRACTOR: Lee Lewis Construction Inc. 7810 Orlando Ave. Lubbock, Texas 79423	OWNER'S PROJECT NUMBER: 19-14153-MA	☒Other



11/15/2023

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: (Written description of the work)

This includes labor and material to add a blind in the chase behind Elevator 2 in order to hide the chase from exterior view. There is no access to this chase from the inside so a piece of glass will need to be removed to install. The Glazing contractor will provide and lift, and transportation for blind installer to and from the roof.Also included is a blind that will extend from top of pocket to in scope shade. There is a roof drain installed at this location per plan that prevents included blind from being installed at the top of the pocket. This small shade will fit behind the roof drain and cover the gap. Blinds have a 6-8 week lead time; however, this change will not affect turnover of the building. No additional time requested.

Submitted By: David Clower

Attachments: CCR 058 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 0 work will be completed after finals

☒ Add to / ☐ Credit Contract Sum $ 4,856.63

☐ Credit / ☐ Deduct Contingency $ _____

☐ *Owner* ☐ *CMAR*

TOTAL CCR $ 4,856.63

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time _____

By: _____ Date: _____

(*Signature*)

PCCO #CCR#058

Lee Lewis Construction Inc. - HQ
7810 Orlando Avenue
Lubbock, Texas 79423
Phone: 806-797-8400
Fax: +1.806.797.1034

Project: AA-2148 - Lubbock Police Headquarters
1401 15th Street
Lubbock, Texas 79401

Prime Contract Change Order #CCR#058: Blind Changes

TO:	**CITY OF LUBBOCK** City of Lubbock 1314 Avenue 4th Floor LUBBOCK, Texas 79457	**FROM:**	**Lee Lewis Construction - HQ** 7810 Orlando Ave Lubbock , Texas 79423
DATE CREATED:	11/14/2023	**CREATED BY:**	David Clower **(Lee Lewis Construction - HQ)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Lubbock Police Headquarters Prime Contract
		TOTAL AMOUNT:	$4,856.63

DESCRIPTION:
Blind Changes

This includes labor and material to add a blind in the chase behind Elevator 2 in order to hide the chase from exterior view. There is no access to this chase from the inside so a piece of glass will need to be removed to install. The Glazing contractor will provide and lift, and transportation for blind installer to and from the roof.

Also included is a blind that will extend from top of pocket to in scope shade. There is a roof drain installed at this location per plan that prevents included blind from being installed at the top of the pocket. This small shade will fit behind the roof drain and cover the gap.

Blinds have a 6-8 week lead time; however, this change will not affect turnover of the building. No additional time requested.

ATTACHMENTS:
RCO pull glass_.pdf, Quote_828518_01 Lubbock Police HQ CO4 (002).pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	12-520.2 SHADES.SUBCONTRACTOR	Added Blinds	$1,462.86
2	8-410.2 ALUMINUM ENTRANCES&STOREFRONTS.SUBCONTRACTOR	Glass Remove/Replace	$3,162.50
3	1-002.1 FEE.MATERIALS	OH&P	$231.27
		Grand Total:	**$4,856.63**

Quote Date: **11/1/2023**

STANDARD TEXTILE est. 1940

Quotation Number:
828518_01
This number must appear on all Purchase Orders

One Knollcrest Drive
Cincinnati, OH 45237

P 513.761.9255
F 513-821-0420
T 800.999.0400
www.standardtextile.com

Quoted To:
Lee Lewis
Attn: David Clower

Parent #642431

Quote Valid Until	Customer / Project, City, State	Payment Terms
12/1/2023	Lee Lewis	Net 30 Days
Sales Consultant	**Lubbock Police HQ CO4**	
Lance Wipf	Lubbock, TX	

Room 318 and adjacent space - Add Non-Operable Shades				
Item #	**Qty**	**Unit**	Treatment and Pattern	Cost
NOS1	2	Each	**Small Space behind wall next to Rm 318: Single Non-Operable Shades -** MechoShade: Urban, Classic Blackout 0700 (Opaque) Shadecloth, Color: 0717 Graphite.	$291.72
NOS1	1	Each	**Rm 318: Single Non-Operable Shade -** MechoShade: Urban, Classic Blackout 0700 (Opaque) Shadecloth, Color: 0717 Graphite.	$145.85
			Lift to access the chase window by others.	
			Sub Total	**$437.57**
			Prevailing Wage Installation Charges	**$880.98**
			Estimated Shipping/Handling	**$32.82**
			Sales Tax	**$111.49**
			Grand Total	**$1,462.86**

The specified products contain items made from decorative fabric, which will be custom made and ineligible for return. Customer, by written acceptance of this quotation below or placement of any order pursuant to this quotation, shall be deemed to have authorized the work and accepted the terms and conditions, and such terms shall survive any subsequent Customer purchase order or contract. Any conflicting terms in Customer's purchase order or contract shall be deemed to be a material alteration and notice of objection to and rejection of them is hereby given.

This proposal contains__3_ pages. Please confirm receipt of all pages before accepting this proposal.

Signature: _____ **Date:** _____

Prepared by: **Marie Clarson**

To proceed with the work, please return a signed copy of this quotation to igsales@standardtextile.com or fax to 513-821-0420

Thank you for this opportunity. We look forward to working with you in the near future.

Please don't hesitate to call us if you should have any questions concerning this quotation.

Your Sales Consultant:
Lance Wipf , Consultant
PH: 1-800-888-4000 x7109
Cell: 210-410-0477
Fax: 513-679-9032
lwipf@standardtextile.com

Marie Clarson , Estimator
PH: 1-800-888-4000 x2371
Fax: 513-679-7988
mclarson@standardtextile.com

***PLEASE NOTE THE FOLLOWING PROJECT-SPECIFIC TERMS & CONDITIONS:**

1. This proposal is based on Parkhill architectural drawings and specifications dated 2/10/21. Addenda 1 - 4 have been viewed. All sizes are approximate and will need to be field verified.

2. Window case work and drywall construction is to be completed prior to measuring.

3. Color: Any color to be determined will be selected by the Architect from manufacturer's full range for shade cloth and closure.

4. Future Access (including any type of required lift) for warranty or punchlist work shall be provided by owner and is specifically excluded for future service or warranty work.

7. Scope of work attached for review.

***PLEASE NOTE THE FOLLOWING GENERAL TERMS & CONDITIONS:**

A. Quotation is based on quantities and specifications listed above, which reflect Standard Textile Co., Inc. ("Standard Textile") best interpretation of Customer's plans and specifications. Customer is responsible for verifying and notifying Standard Textile of any perceived inconsistencies or shortcomings in the specifications listed above. ANY changes may result in a change in cost and will need to be re-quoted. Standard Textile reserves the right to adjust prices/yardages if field measurements vary from plans and specifications.

B. Quotation is valid until the date set forth above unless otherwise set forth in a written contract and remains subject to availability of quoted components. Standard Textile retains the right to adjust prices for multi-year quotations in the event of unforeseen, significant volatility in raw material or manufacturing prices or to provide a revised quotation in the event any quoted components are no longer available.

C. Quotation does not include applicable shipping/handling and taxes unless otherwise expressly noted above.

D. Quoted installation charges, if any, are based on one continuous installation with non-union labor, unless otherwise noted in comments herein. Installations into concrete, tile or steel require an additional 50% surcharge not included in this quote. Additional trips incurred due to construction delays will result in additional charges for actual travel expense plus loss of man hours. Additional charges will also apply for required downtime (including, without limitation, downtime resulting from unavailable space at scheduled installation time/date; customer provided materials not on site at scheduled installation time/date; preceding work of others not completed at scheduled installation time/date).

E. All material is guaranteed to be as specified. Please note that printed fabric colors may vary slightly from actual product, and Customer is advised to obtain live swatches of fabric prior to purchase.

F. Quotation does not include take down/removal of existing treatments, or steaming of draperies/treatments unless otherwise noted in comments above.

G. Shade manufacturer strongly recommends that the shades be mounted into wood blocking. There are times in which shade mounting details in drawings do not show wood blocking. Quotation does not include a price for wood blocking and assumes, as per shade manufacturer's recommendation, that blocking will be supplied and installed by others.

H. Electrical wiring (line and/or low voltage) is to be provided by customer/others and is excluded from this quotation. Motorized shades are prewired with motor lead. Standard Textile will set limits and/or stopping points of the shades. Electrical drawings will be supplied to the Electrical Contractor along with electrical controls, switches, disconnect plugs, "j" box leads and covers. Electrical Contractor to supply J box within 12" from the shade motor.

I. Any construction above the ceiling line (including dropping of lines or wires from the building structure and installation of any channeling or blocking that is fastened to the building structure or fastened to the grid system) is to be furnished and installed by others.

J. Quotation does not include additional materials or labor necessary to meet seismic design approval, seismic anchoring or other seismic-related building code /project requirements unless otherwise noted in comments herein.

K. Unless otherwise noted in comments above, approximate manufacturing delivery date for established credit accounts is 6 to 8 weeks from receipt of signed quotation or purchase order and all materials to produce product. Unless otherwise expressly agreed to in writing or noted above, an additional 25% charge will be applied to orders requiring a rush delivery date.

L. Payment terms are subject to satisfactory credit review and approval.

LUBBOCK
GLASS & MIRROR
EST. 1944

Request to Change

Job: Police Headquarters

Date: 11-13-2023

Attn: David Clower

Ref: Window Blinds

Scope of work: Remove and re-install 1 or 2 pcs of glass to let other sub install blinds to cover exposed pipes.

Materials / Equipment: $1,875.00

Labor: $1,000.00

Total: $2,875.00

10%: $287.50

Tax 8.25%: N/A

Grand Total: $3,162.50

Note: This covers 3 guy and all equipment needed.

All pricing is subject to change if C.O. Is Not Executed in 30 days.

Exhibit E

DocuSign Envelope ID: 69AACB1D-7F18-4CEE-AD5F-44E902728B5E

Parkhill

CONSTRUCTION CHANGE REQUEST #059

PROJECT: City of Lubbock Police HQ 15th St and Ave K Lubbock, Texas 79401	DATE: 11/21/2023	☒Owner
	CONTRACT DATE: 01/2019	☒Architect
	ARCHITECT'S PROJECT NUMBER: 8715.18	☒Contractor
TO CONTRACTOR: Lee Lewis Construction Inc. 7810 Orlando Ave. Lubbock, Texas 79423	OWNER'S PROJECT NUMBER: 19-14153-MA	☒Other

REGISTERED ARCHITECT RYAN AUGUST 21613 STATE OF TEXAS

11/21/2023

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: (Written description of the work)

This includes labor and material to blockfill and paint CMU in rooms 128, 129, and 135 per COL request. Material has a 5 day lead time and install is 4 days.

Submitted By: David Clower

Attachments: CCR 059 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 9

☒ Add to / ☐ Credit Contract Sum $ 1,911.00

☐ Credit / ☐ Deduct Contingency $ _____

☐ *Owner* ☐ *CMAR*

TOTAL CCR **$ 1,911.00**

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time _____

By: _____ Date: _____

(*Signature*)

Lee Lewis Construction, Inc.

PCCO #59

Lee Lewis Construction Inc. - HQ
7810 Orlando Avenue
Lubbock, Texas 79423
Phone: 806-797-8400
Fax: +1.806.797.1034

Project: AA-2148 - Lubbock Police Headquarters
1401 15th Street
Lubbock, Texas 79401

Prime Contract Change Order #59: CCR#059 - CMU Paint

TO:	**CITY OF LUBBOCK** City of Lubbock 1314 Avenue 4th Floor LUBBOCK, Texas 79457	**FROM:**	**Lee Lewis Construction - HQ** 7810 Orlando Ave Lubbock , Texas 79423
DATE CREATED:	11/21/2023	**CREATED BY:**	David Clower **(Lee Lewis Construction - HQ)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	4 days
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Lubbock Police Headquarters Prime Contract
		TOTAL AMOUNT:	$1,911.00

DESCRIPTION:
CMU Paint
This includes labor and materials to paint CMU in rooms 128, 129, and 135. Per COL request. Material has a 5 day lead time and will take 4 days to install.

ATTACHMENTS:
Hargrove Estimate.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	9-900.2 PAINTING.SUBCONTRACTOR	CMU Paint	$1,820.00
2	1-002.1 FEE.MATERIALS	OH&P	$91.00
		Grand Total:	**$1,911.00**

The original (Contract Sum)	$15,800,000.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$15,800,000.00
The contract sum would be changed by this Change Order in the amount of	$1,911.00
The new contract sum including this Change Order will be	$15,801,911.00

The contract time will be increased by this Change Order by 4 days.

Charles Hargrove & Associates, LLP
General Paint Contractor - 5102 19th Street - Lubbock, Texas 79407
(806) 791-4436 - Mobile 789-2890 - Fax 791-4462

Estimate:

Lee Lewis
P.O. Box65197
Lubbock, Texas 79464

Project: Lubbock Police Headquarters

Block fill and finish unfinished CMU at 128, 129 and 135	$ 1,820.00

Exhibit F

DocuSign Envelope ID: 44BD72D2-1851-43C3-8A2B-DF3C66B0AEA8

Parkhill

CONSTRUCTION CHANGE REQUEST #060

PROJECT: City of Lubbock Police HQ 15th St and Ave K Lubbock, Texas 79401	DATE: 11/27/2023	☒Owner
	CONTRACT DATE: 01/2019	☒Architect
	ARCHITECT'S PROJECT NUMBER: 8715.18	☒Contractor
TO CONTRACTOR: Lee Lewis Construction Inc. 7810 Orlando Ave. Lubbock, Texas 79423	OWNER'S PROJECT NUMBER: 19-14153-MA	☒Other

REGISTERED ARCHITECT RYAN AUGUST LEWIS 21613 STATE OF TEXAS

11/27/2023

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: (Written description of the work)

This includes labor and material to relocate refrigerant monitors in 140 and 210 from behind furniture to open space per COL request. Materials are readily available and install is two days.

Submitted By: David Clower

Attachments: CCR 060 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 2

☒ Add to / ☐ Credit Contract Sum $ 4261.95

☐Credit / ☐Deduct Contingency $_____

☐ *Owner* ☐ *CMAR*

TOTAL CCR $ 4261.95

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time_____

By:_____ Date: _____

(*Signature*)

Lee Lewis Construction, Inc.

PCCO #60

Lee Lewis Construction Inc. - HQ
7810 Orlando Avenue
Lubbock, Texas 79423
Phone: 806-797-8400
Fax: +1.806.797.1034

Project: AA-2148 - Lubbock Police Headquarters
1401 15th Street
Lubbock, Texas 79401

Prime Contract Change Order #60: CCR#060 - Refrigerant Monitors

TO:	**CITY OF LUBBOCK** City of Lubbock 1314 Avenue 4th Floor LUBBOCK, Texas 79457	**FROM:**	**Lee Lewis Construction - HQ** 7810 Orlando Ave Lubbock , Texas 79423
DATE CREATED:	11/27/2023	**CREATED BY:**	David Clower **(Lee Lewis Construction - HQ)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Lubbock Police Headquarters Prime Contract
		TOTAL AMOUNT:	$4,261.95

DESCRIPTION:
CCR#060 - Refrigerant Monitors
This includes labor and material to relocate refrigerant monitors in 140 and 210 from behind furniture to open space per COL request.

ATTACHMENTS:
CM Price.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	15-400.2 PLUMBING.SUBCONTRACTOR	Refrigerant Monitors	$4,059.00
2	1-002.1 FEE.MATERIALS	OH&P	$202.95
		Grand Total:	**$4,261.95**

The original (Contract Sum)	$15,800,000.00
Net change by previously authorized Change Orders	$39,386.00
The contract sum prior to this Change Order was	$15,839,386.00
The contract sum would be changed by this Change Order in the amount of	$4,261.95
The new contract sum including this Change Order will be	$15,843,647.95

The contract time will not be changed by this Change Order.

COMFORT MASTERS
HEATING, AIR CONDITIONING, INC.

1318 East 50th Street Lubbock, TX 79404
Telephone 806-749-1000 Fax 806-368-7648
TACLA 003497C M-18772

Project Name: **City of Lubbock Police Head Quarters**

Project No: **RFP 21-15789-TF**

Location: **1401 15th Street, Lubbock, TX 79401**

Architect: **Parkhill**

Date: **11-27-2023**

Revised
Change Order #15 Relocate Refrigerant Monitor in Room 210 and Room 140

Contech Control Technologies: $3,690.00

OH/Profit 10 % = $369.00

Total - $4,059.00

Included: Relocate the refrigerant monitor in room 210 and 140. Replace the control wire where it is found to be too short to avoid splices. Move 120vac power to new location. Extend conduit as required.
Excludes: Anything not mentioned above.

Kelly L. Comer

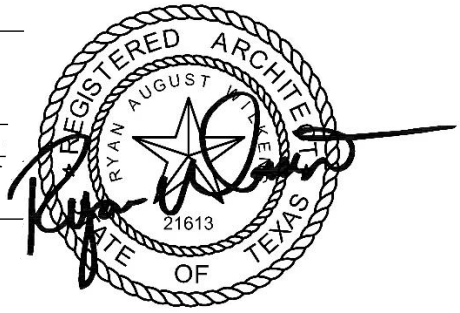
Exhibit G

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Parkhill

CONSTRUCTION CHANGE REQUEST #061

PROJECT: City of Lubbock Police HQ 15th St and Ave K Lubbock, Texas 79401	DATE: 11/27/2023	☒Owner
	CONTRACT DATE: 01/2019	☒Architect
	ARCHITECT'S PROJECT NUMBER: 8715.18	☒Contractor
TO CONTRACTOR: Lee Lewis Construction Inc. 7810 Orlando Ave. Lubbock, Texas 79423	OWNER'S PROJECT NUMBER: 19-14153-MA	☒Other



11/27/2023

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: (Written description of the work)

This includes the cost to install the attached joint material between walls and glass where walls butt to exterior glass and do not land on a mullion. There is a 3 week lead time for the materials and will take one day to install.

Submitted By: David Clower

Attachments: CCR 061 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 22 days from day of approval

☒ Add to / ☐ Credit Contract Sum $ 5,261.55

☐ Credit / ☐ Deduct Contingency $_____

☐ *Owner* ☐ *CMAR*

TOTAL CCR **$ 5,261.55**

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time_____

By:_____ Date: _____

(*Signature*)

Lee Lewis Construction, Inc.

PCCO #61

Lee Lewis Construction Inc. - HQ
7810 Orlando Avenue
Lubbock, Texas 79423
Phone: 806-797-8400
Fax: +1.806.797.1034

Project: AA-2148 - Lubbock Police Headquarters
1401 15th Street
Lubbock, Texas 79401

Prime Contract Change Order #61: CCR#061 - Quiet Joint

TO:	**CITY OF LUBBOCK** City of Lubbock 1314 Avenue 4th Floor LUBBOCK, Texas 79457	**FROM:**	**Lee Lewis Construction - HQ** 7810 Orlando Ave Lubbock , Texas 79423
DATE CREATED:	11/27/2023	**CREATED BY:**	David Clower **(Lee Lewis Construction - HQ)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Lubbock Police Headquarters Prime Contract
		TOTAL AMOUNT:	$5,261.55

DESCRIPTION:
CCR#061 - Quiet Joint
This includes the cost to install the attached joint material between walls and glass where walls butt to exterior glass and do not land on a mullion.

ATTACHMENTS:
REVISED EMSEAL Quote.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	7-920.1 SEALANTS AND CALKING.MATERIALS	Quite Joint	$5,011.00
2	1-002.1 FEE.MATERIALS	OH&P	$250.55
		Grand Total:	**$5,261.55**

The original (Contract Sum)	$15,800,000.00
Net change by previously authorized Change Orders	$39,386.00
The contract sum prior to this Change Order was	$15,839,386.00
The contract sum would be changed by this Change Order in the amount of	$5,261.55
The new contract sum including this Change Order will be	$15,844,647.55

The contract time will not be changed by this Change Order.

A-1 BUILDING SUPPLY QUOTE

LEE LEWIS
EMSEAL - REVISED 11/1/2023
DAVID CLOWER
10/31/2023

Item	QTY	PRICE EA.	TOTAL
EMSEAL QuietJoint SHG - 5-1/2" X 3" X 10'	5	$755.00	$3,775.00
EMSEAL QuietJoint SHG - 3-1/2" X 2" X 10'	3	$412.00	$1,236.00
3 week lead time			
Thank you!			

A-1 REPRESENATIVE	SUBTOTAL	$5,011.00
David Estrada david@a1buildingsupply.com	FRT TO JOBSITE	
CUSTOMER SIGNATURE	Total EXC TAXES	$5,011.00
	Total INC TAXES	

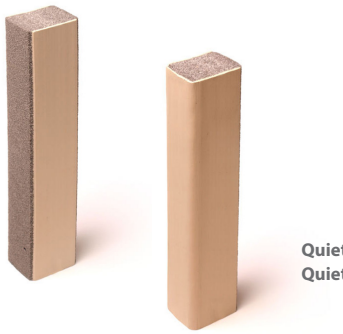
****PRICING IS GOOD FOR 10 DAYS****

BUILDING TRUST

PRODUCT DATA SHEET

QuietJoint®

Mass-Loaded Acoustic Partition Closure



QuietJoint SHH coated two-sides
QuietJoint SHG coated three-sides

Product Description

QuietJoint by Sika Emseal is a sound, draft, heat, cold, and dust blocking acoustic partition closure and joint filler for interior, non-moving joints and gaps.

It is a non-mechanical, high-STC (Sound Transmission Class), non-invasively anchored closure that quickly and easily mates partitions to windows, mullions, or stud walls. QuietJoint also blocks sound transmission between rooms.

This product is colorized*, versatile, and ideally suited as a closure for gaps between the ends of permanent, semi-permanent, or movable partitions, window-wall, curtain-wall, head-of-wall and other conditions.

QuietJoint features a mass-loaded fire-resistant foam core coated with commercial-grade silicone. The foam core is a custom-density open-cell foam infused with a fire-resistant, acrylic-based mass-loading agent.

Uses and Applications

- End of partition to mullion (SHH 2-sided coating)
- End of partition to window (SHG 3-sided coating)
- End of partition to wall (SHH)
- Head of wall (SHH)
- To block any flanking path
- To fill construction-created voids and gaps

Colors

- Available in many industry standard colors
- Custom colors
- 3-sided SHG is manufactured with the same color on all three sides.
- *QuietJoint is also available in a paintable STPE sealant coating in a single neutral "limestone" color ideal for accepting latex and acrylic paints and coatings on the exposed face.

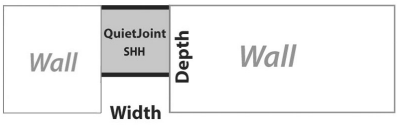
Features

- Mass-loaded acoustic seal (STC-53, OITC-38, ASTM E-90)
- Fire-resistant (Smoke and Flame Spread Class A, ASTM E-84-12)
- **Insulates** (R-value 2.85/in depth, ASTM C-518-04)
- **Sound attenuating**
- Non-mechanical
- Non-metallic
- Rapid installation--new or retrofit
- Non-invasive anchoring
- Practical and versatile
- Easily handles curves
- Helps control HVAC balance between rooms

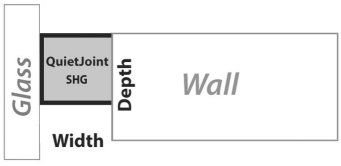
Material Configuration

QuietJoint comes coated on either 2 sides (SHH) or 3 sides (SHG).

SHH (two-sided silicone or paintable STPE) is ideal for gaps between opaque or solid partitions, walls or mullions.

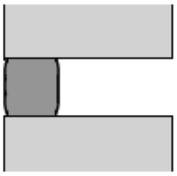


SHG (three-sided silicone or paintable STPE) is typically used to fill gaps between the glass of curtainwall or windows on one side and solid substrates on the other. The third coating aesthetically covers the foam core so that the foam is not visible from the outside through the glass.



Sound Attenuation

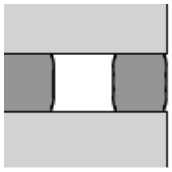
Independent laboratory tested to control passage of air-borne sound.



2" (50mm) standard depth
One side of wall only

STC 53
OITC 38

**When tested in a STC 56 (OITC 38) wall*



2" (50mm) standard depth
Both sides of wall

STC72
OITC 60

**When tested in a STC 72 (OITC 61) wall*

Independent laboratory tested to ASTM E90-09, "Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements".

Insulation Value

QuietJoint helps to control HVAC balance and energy loss between rooms.

The **R-value** of QuietJoint foam is R-2.848/inch of depth.

Depending on the joint size and related depth, the R-value of the material will be:

Material	R-Value (Installed one side of joint)	R-Value (Installed both sides of joint)
1" to 4 3/4" width with 2" depth (25mm to 120mm with 50mm depth)	5.696	11.39+ *
5" to 6" width with 3" depth (125mm to 150mm with 75mm depth)	8.544	17.09+ *

**Assumes installation from both sides of the wall thereby doubling the R-value. The inclusion of an air gap between the two pieces of QuietJoint will add additional insulation, effectively more than doubling the R-value.*

Independent laboratory tested to ASTM C518-04 "Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus".

Standard Sizes

Available in 1/4-inch increments for field-measured joint opening widths of 1-inch (25mm) to 6-inch (150mm). Supplied as either 6.56-foot (2M) or 10-ft (3M) length [which allows installation in most locations without any joins]. When QuietJoint is supplied in full-story, 10-foot (3-meter) lengths, it is shipped in loosely laid coils inside a cardboard box.

Joint Widths	Depth of Seal
1" - 4.75" (25 - 120mm)	2" (50mm)
5" - 6" (125 - 150mm)	3" (75mm)

Installation Overview

QuietJoint is supplied slightly larger than the field-measured joint gap. Being careful not to stretch it, the material is laid out and cut to the desired length. Quietjoint is positioned over the joint opening and squeezed by hand to ease it into the joint. The silicone coating folds at its edges to absorb slight variations in substrates while maintaining a smooth appearance. Once in desired location, a plastic putty knife is used to tuck the edges of the silicone against the substrates to remove any wrinkles. The internal backpressure of the material mates it to the mullion or other joint faces. In higher end finish applications QuietJoint can be installed behind finish trim (by others) to achieve a desired aesthetic.

Performance Limitations

Overcompressing QuietJoint can result in backpressure that could exceed the ability of certain substrates to resist this pressure. User is assumed to have tested all applications to ensure suitability for use.

Not intended for use in moving joints. Not trafficable. For watertight, moving structural joint gaps contact EMSEAL for product selection.

Availability & Price

QuietJoint is available for shipment internationally. Prices are available from local representatives and/or directly from the manufacturer. The product range is continually being updated, and accordingly EMSEAL® reserves the right to modify or withdraw any product without prior notice.

EMSEAL JOINT SYSTEMS, LTD
25 Bridle Lane
Westborough, MA 01581 USA
Phone: 508.836.0280
Fax: 508.836.0281
www.emseal.com

EMSEAL, LLC
111 Royal Group Crescent
Woodbridge, ON L4H 1X9 Canada
Phone: +1-416-740-2090
Fax: +1-416-740-0233
www.emseal.com

SIKA CORPORATION
201 Polito Avenue
Lyndhurst, NJ 07071 USA
Phone: +1-800-933-7452
Fax: +1-2019336225
www.usa.sika.com

Product Data Sheet
Emseal QuietJoint
October 2022 Version SE-1.1

Exhibit H

DocuSign Envelope ID: CE9CBEE8-072E-4F51-AF95-E6C382C43365

Parkhill

CONSTRUCTION CHANGE REQUEST #062

PROJECT: City of Lubbock Police HQ 15th St and Ave K Lubbock, Texas 79401	DATE: 11/27/2023	☒Owner
	CONTRACT DATE: 01/2019	☒Architect
	ARCHITECT'S PROJECT NUMBER: 8715.18	☒Contractor
TO CONTRACTOR: Lee Lewis Construction Inc. 7810 Orlando Ave. Lubbock, Texas 79423	OWNER'S PROJECT NUMBER: 19-14153-MA	☒Other

REGISTERED ARCHITECT RYAN AUGUST LITTLE 21613 STATE OF TEXAS

11/27/2023

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: (Written description of the work)

This includes labor and material to install the attached acoustical wall coverings in 101A, 133, 134, 247, 248, 249, and 251. Material lead time is 10 weeks. It will take 3 days to float walls (complete while material is on order) and 1 week to install after material arrives.

Submitted By: David Clower

Attachments: CCR 062 Breakdown

CONTRACTOR'S RESPONSE:

Additional days requested for this CCR: 77 from date of approval

☒ Add to / ☐ Credit Contract Sum $ 14,212.58

☐ Credit / ☐ Deduct Contingency $_____

☐ *Owner* ☐ *CMAR*

TOTAL CCR **$ 14,212.58**

Attachment: Breakdown

CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time_____

By:_____ Date: _____

(*Signature*)

Lee Lewis Construction, Inc.

PCCO #62

Lee Lewis Construction Inc. - HQ
7810 Orlando Avenue
Lubbock, Texas 79423
Phone: 806-797-8400
Fax: +1.806.797.1034

Project: AA-2148 - Lubbock Police Headquarters
1401 15th Street
Lubbock, Texas 79401

Prime Contract Change Order #62: CCR#062 - Acoustical Wall Covering

TO:	**CITY OF LUBBOCK** City of Lubbock 1314 Avenue 4th Floor LUBBOCK, Texas 79457	**FROM:**	**Lee Lewis Construction - HQ** 7810 Orlando Ave Lubbock , Texas 79423
DATE CREATED:	11/27/2023	**CREATED BY:**	David Clower **(Lee Lewis Construction - HQ)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	77 days
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:Lubbock Police Headquarters Prime Contract
		TOTAL AMOUNT:	$14,212.58

DESCRIPTION:
Acoustical Wall Coverings
This includes labor and material to install the attached acoustical wall coverings in 101A, 133, 134, 247, 248, 249, and 251. Material lead time it 10 weeks and it will take 3 days to float walls (complete while material is on order) and 1 week to install after material arrives.

ATTACHMENTS:
SP_09342727.pdf, Hargrove.pdf, Quote-35461.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	9-520.2 ACOUSTICAL WALL TREATMENT.SUBCONTRACTOR	Acoustical Wall Covering Material	$7,255.79
2	9-900.2 PAINTING.SUBCONTRACTOR	Float Walls and Install AWC	$6,280.00
3	1-002.1 FEE.MATERIALS	OH&P	$676.79
		Grand Total:	**$14,212.58**

The original (Contract Sum)	$15,800,000.00
Net change by previously authorized Change Orders	$39,386.00
The contract sum prior to this Change Order was	$15,839,386.00
The contract sum would be changed by this Change Order in the amount of	$14,212.58
The new contract sum including this Change Order will be	$15,853,598.58
The contract time will be increased by this Change Order by 77 days.	

Charles Hargrove & Associates, LLP
General Paint Contractor - 5102 19th Street - Lubbock, Texas 79407
(806) 791-4436 - Mobile 789-2890 - Fax 791-4462

Estimate: November 27, 2023

Lee Lewis
P.O. Box65197
Lubbock, Texas 79464

Project: Lubbock Police Headquarters

Install acoustical wall covering at 101A, 133, 134, 247, 248, 249 & 251	$ 6,280.00
Includes block fill and floating at CMU walls as needed	

QUOTE

MOMENTUM
TEXTILES & WALLCOVERING

NO. **35461**
ISSUED: 11/21/2023 | EXPIRES: 12/31/2023

PROJECT

POLICE HEADQUARTERS

SPECIFIED: PARKHILL SMITH & COOPER
ACCOUNT: 80023879

BILL TO

ACCOUNT: 80033727
LEE LEWIS CONSTRUCTION
7810 ORLANDO AVE
LUBBOCK, TX 79423

SHIP TO

LEE LEWIS CONSTRUCTION
7810 ORLANDO AVE
LUBBOCK, TX 79423

	PRODUCT DESCRIPTION	QTY	IN-STOCK INVENTORY	UNIT PRICE	EXTD PRICE
	**TRANQUILITY WC 2ATR-32 LEAD** • *If insufficient stock is available, up to 10 weeks lead time may apply.* • *Contact customerservice@momtex.com to confirm your order lead time.* • *Full roll size: 33 yd(s)*	264yd(s)	--	26.00	6,864.00
	ESTIMATED FREIGHT VIA WORLDWIDE EXPRESS			391.79	391.79

TOTAL	$7,255.79

DISCLAIMERS:

- FOB ship point
- *Subject to duty if shipped to Canada
- Actual lead time may vary according to quantity
- Stock quantity varies daily
- Quote does not include applicable taxes, duties, and handling
- Shipping charges are estimates only
- Price in US dollars unless otherwise noted
- Please allow 0.5 yard per piece for added finishes
- It is the sole responsibility of the purchaser to verify accuracy of pricing, specifications, quantities and finishes when a PO is issued

tranquility ACOUSTIC WALLCOVERING



WEIGHT 24 oz/ly (744 g/lm)

WIDTH 54" (137 cm)

ROLL LENGTH 33 linear yards (30 meters)

FIBER 100% recycled polyester

RECYCLED CONTENT 53% - 100% post-consumer (Eco-fi™ polyester), remaining fiber is pre-consumer (polyester)

BACKING Fused polyester

THICKNESS 0.23" (0.59 cm)

ABRASION RESISTANCE ASTM D4158: meets requirements

FIRE TEST ASTM E-84 Tunnel Test: Class A, flame spread 10, smoke developed 95 (test procedure is comparable to ANSI/UL 723, NFPA 255 and UBC 8-1)

ANSI/UL723 Tunnel Test: flame spread 15, smoke developed 85

CAN/ULC S102 Tunnel Test: flame spread 16, smoke developed 5

NFPA 265 Corner Burn Test: meets requirements for flame spread, smoke developed and flashover

COLORFASTNESS
AATCC-16 Colorfastness to Light: Class 5, 100 hours

AATCC-8 Colorfastness to Wet & Dry Crocking: meets requirements

MOISTURE REGAIN ASTM D2654: meets requirements

PERMEABILITY ASTM E96 Water Vapor Transmission Rate: meets requirements

TENSILE STRENGTH
ASTM D1682: meets requirements
ASTM D2646: meets requirements

SOUND ABSORPTION ASTM C423 Reverberation Room Method: noise reduction coefficient (NRC) 0.25, sound absorption average (SAA) 0.24

CONSTRUCTION WASTE MANAGEMENT Recyclable through reclamation

ADDITIONAL PRODUCT ATTRIBUTES
Antimicrobial additives
Covers concrete block with proper preparations
Holes disappear once tacks are removed
Manufacturing materials recovery and reuse program
Minimal static-generating propensity
Reduces noise
Velcro compatibility, exhibits slight pilling

WARRANTY Product is certified to be free of manufacturing defects for a period of two years from date of purchase when installed according to manufacturer's installation instructions

© 2013 Wall Source LLC

City of Lubbock, TX
Capital Project Cost Detail
December 12, 2023

Capital Project Number: 92551
Capital Project Name: Public Safety Improvements Project

	Headquarters	East Patrol Station	North Patrol Station	South Patrol Station	Forensics / Property	Municipal Courts	Total
	92551.10000	92551.20000	92551.30000	92551.40000	92551.50000	92551.60000	
Encumbered/Expended							
Advertising	2,182	1,449	-	-	-	197	3,828
Acquisition/Title Co.	16,332	670	423,717	-	-	-	440,719
Temporary Construction	-	7,650	-	-	394	-	8,044
Archaeology Survey	-	975	-	-	910	-	1,885
Miscellaneous Charges	3,360	1,373	132	1,605	2,063	1,496	10,028
MWM Contract #13951	-	685,820	315,919	299,114	-	-	1,300,853
PSC Contract #14153	1,489,676	-	-	-	-	-	1,489,676
Hugo Reed - Survey	3,500	-	-	-	7,500	7,500	18,500
Phase I Assessment	3,000	-	-	-	2,150	-	5,150
Geotechnical Report	-	-	-	-	11,535	-	11,535
FFA Contract #14079	-	-	-	-	-	-	-
TEI Contract #14163	-	-	-	-	-	-	-
RSA Contract #14190	-	-	-	-	-	619,380	619,380
PSC Contract #14153 Amendment 1	66,500	-	-	-	-	-	66,500
Fitness Equipment & Appliances	99,585	-	-	-	-	-	99,585
Lee Lewis Contract #14224 Amendment 1	-	5,911,358	5,741,888	6,255,031	-	-	17,908,277
RSA Contract #14190 Amendment 1	-	-	-	-	-	16,250	16,250
Lee Lewis Contract #15202 Amendment 1	-	-	-	-	-	4,415,200	4,415,200
Officewise Contract #15668 FF&E	-	241,741	241,741	241,741	-	-	725,224
FF&E State Coop Contract	50,991	23,451	10,555	17,003	-	-	102,001
Lee Lewis Contract #15789	15,800,000	-	-	-	-	-	15,800,000
Utility Tie-In	34,508	-	-	24,012	-	21,943	80,463
Testing Lab Services	-	-	-	-	-	49,000	49,000
Technology & Communications	384,357	98,358	117,249	120,683	-	38,334	758,981
Relocation Services	-	3,626	3,627	3,626	-	6,579	17,458
Officewise Contract #15668 FF&E Amendment 1	-	4,042	4,042	4,042	-	-	12,125
MWM Contract #15857	-	27,500	21,946	27,726	-	-	77,172
Officewise FF&E State Coop Contract	-	-	-	-	-	249,464	249,464
RSA Contract #14190 Amendment 2	-	-	-	-	-	4,023	4,023
Parkhill Contract #16308	-	-	-	-	599,100	-	599,100
RSA Contract #16718	-	-	-	-	-	18,750	18,750
Chapman Harvey Building Envelope Services	-	-	-	-	-	9,000	9,000
Lee Lewis Contract #14224 Amendment 2	-	115,359	96,457	95,896	-	-	307,712
Lee Lewis Contract #15202 Amendment 2	-	-	-	-	-	158,838	158,838
RSA Contract #14190 Amendment 3	-	-	-	-	-	(8,279)	(8,279)
FF&E Ergoflex Systems, Inc. PO 10025811	362,927	-	-	-	-	-	362,927
FF&E Officewise PO 10025812	809,215	-	-	-	-	-	809,215
FF&E 1st Class Solutions PO 10025814	467,659	-	-	-	-	-	467,659
Parkhill Contract #16927	595,108	-	-	-	-	-	595,108
MWM Contract #15857 Change Order 1	-	(2,247)	(6,204)	(2,055)	-	-	(10,506)
KWA Engineering	5,600	-	-	-	-	-	5,600
Lee Lewis Contract #17114	-	-	-	-	8,101,700	-	8,101,700
Lee Lewis Contract #15789 Amendment 1	183,009	-	-	-	-	-	183,009
Agenda Item December 12, 2023							
Lee Lewis Contract #15789 Amendment 2	217,391	-	-	-	-	-	217,391
Encumbered/Expended To Date	20,594,902	7,121,125	6,971,069	7,088,424	8,725,352	5,607,674	56,108,546

Estimated Costs for Remaining Appropriation	
Police Department & I.T. Funds	151,517
Communications, Technology, Move, FFE, etc.	1,005,940
Remaining Appropriation	1,005,940
Total Appropriation	$ 57,114,485

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute Purchase Order 27123701, with Gillig, to purchase twelve, 40-foot hybrid-electric buses and three, 35-foot trolley hybrid-electric buses for Citibus.

Item Summary

Purchase Order No. 27123701 is for the purchase of twelve, 40-foot low floor hybrid-electric buses and three, 35-foot trolley low floor hybrid-electric buses, in partnership with Gillig. The new hybrid-electric buses, will reduce maintenance and parts costs associated with older vehicles that have exceeded their useful life.

The City of Lubbock/Citibus will use $12,684,672 from the Federal Transit Administration (FTA) FY 2022 Low-No Grant, to purchase the buses. This purchase is in line with the Fleet Replacement Plan that has previously been approved by the Transit Advisory Board.

The Low-No Grant will be matched with Transportation Development Credits (TDCs) provided by the Texas Department of Transportation (TxDOT).

The Federal Low-No Grant does not require that recipients go through the competitive procurement process for Low-No Grant-related bus purchases.

Fiscal Impact

Citibus will use FY 2022 FTA Low-No Grant FY funds to purchase the 15 hybrid-electric buses. TDCs from TxDOT will be used as the local match for the FY 2022 Low-No Grant funds. This purchase order will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus
Public Transit Advisory Board

Attachments

Resolution - Gillig Buses 12-23

PO - Gillig Buses 12-23

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 27123701 by and between the City of Lubbock and Gillig, LLC for twelve (12) 40' Hybrid-Electric Buses and three (3) 35' Trolley Hybrid-Electric Buses per FTA Grant 5339, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Gillig, LLC-PurchaseOrd
November 28, 2023

PURCHASE ORDER

Page - 1
Date - 11/21/2023
Order Number 27123701 000 OP
Branch/Plant 271

TO:
GILLIG LLC
P O BOX 743244
LOS ANGELES CA 90074-3244

SHIP TO:
Citibus
PO BOX 2000
LUBBOCK TX 79457

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

BY: _____
Marta Alvarez, Director of Purchasing and Contract Management

Ordered	12/12/2023	Freight	.
Requested	12/12/2024	Taken By	K MORGAN
Delivery	PER R WILSON REQ 61067	FTA Grant 5339/ PUR 17772	

If you have any questions about this order, please contact Richard Wilson at 806-775-3657 or via email at rwilson@citibus.com

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
40ft. Hybrid Buses	12.000	817,343.0000	EA	9,808,116.00	12/12/2024
35ft. Trolley Hybrid Buses	3.000	958,852.0000	EA	2,876,556.00	12/12/2024
				Total Order	

Terms NET DUE ON RECEIPT 12,684,672.00

This purchase order incorporates the current Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

This purchase order encumbers funds in the amount of $12,684,672.00 awarded to Gillig, LLC of Livemore, CA, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated November 20, 2023, from Gillig, LLC of Livemore, CA, and FTA Grant 5339.

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY

STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TEXAS

Seller and Buyer agree as follows:

SALES TAX EXEMPTION. The goods and services provided for this project are exempt from the Limited Sales, Excise and Use Tax imposed by Chapter 20, Title 122A, Taxation-General, Revised Civil Statutes of Texas.

WARRANTY OF TITLE. Contractor warrants to the City of Lubbock, its successors and assigns, that the title to the material, supplies or goods covered by the contract, when delivered to the City of Lubbock or to its successors or assigns, shall be free from all liens and encumbrances.

PRODUCT/SERVICES WARRANTY. Contractor warrants that the goods furnished under this contract conform to the contract description, are free of defects in materials and working conditions, are fit for the ordinary purposes for which such goods are used, run of even kind, quality and quantity within each unit and among all units involved, are adequately contained, packaged and labeled as the agreement may require and conform to the promises or affirmation of fact made on the container or label, if any. If the contract is for services, Contractor warrants that the services furnished hereunder conform to the contract description.

All necessary repairs, renewals, changes or modifications in the goods due to defective materials and workmanship, occurring within twelve (12) months after final acceptance of the goods, shall be promptly corrected by the Contractor at his expense, including labor and materials, with minimum inconvenience to the City of Lubbock. Where specific items of goods are guaranteed by the manufacturer for periods exceeding those shown above, such guarantees are not voided by provisions of this paragraph.

DELIVERY. Unless otherwise stated in the specifications or bid forms, the price stated in this purchase order includes freight and/or delivery charges. Complete delivery must be made within 30 calendar days after the date of the Purchase Order. Delivery will be F.O.B.the City of Lubbock C/O Citibus 801 Texas Ave. Lubbock, Texas, unless otherwise specified.

The Contractor shall:

- perform all packing, shipping, and freight of goods procured by this contract;
- assume all responsibility and risk of loss incident to said deliveries;
- clearly mark all crates delivered to the site with the Contractor's name and identification of the contents by number of pieces and item number for each piece, and the City of Lubbock Purchase Order number.

TERMINATION OF CONTRACT

Termination for Convenience. The City of Lubbock may terminate this contract, in whole or in part, at any time without cause and solely for the convenience of the City of Lubbock by giving thirty (30) calendar days written notice to the Contractor. The Contractor shall be paid fees and expenses for work performed up to the time of termination provided the Contractor submits an itemized claim within thirty (30) calendar days of the termination. If the Contractor has any property in its possession belonging to the City of Lubbock, the Contractor will account for the same and dispose of it in the manner the City of Lubbock directs.

Termination for Default. In the event that the Contractor breaches the terms or violates the conditions of the Contract to be awarded, and does not within ten (10) calendar days of written notice from the City of Lubbock cure such breach or violation, the City of Lubbock may immediately terminate the Contract, and pursue any and all legal and equitable remedies available to it against the Contractor.

Indemnification: the contractor shall indemnify, keep and save harmless the city of Lubbock, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused by the negligence of the City of Lubbock, its officers, employees or agents. Contractor shall, at his own expense defend any and all actions, and shall at his own expense pay all charges of attorney fees and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the city of Lubbock in any such action, the contractor shall at his own expense satisfy and discharge the same.

BILLING. Invoice(s) shall be submitted in duplicate to Accounts Payable, City of Lubbock, P.O. Box 2000 Lubbock, Texas 79457. Each invoice shall contain the following information: purchase order number, item number, brief description of goods, sizes, serial numbers, quantities, unit prices, and total and applicable project numbers.

PAYMENT TO CONTRACTOR. Terms shall be net thirty (30) calendar days after receipt of an invoice and after acceptance of the goods by the City of Lubbock, whichever is later. In the event payment is not made within thirty (30) calendar days, the Contractor shall submit a reminder invoice marked overdue. If the invoice contains an error, the invoice will not be classified as a properly submitted invoice.

DISCOUNTS. Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the Contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

FEDERAL CHANGES: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the City of Lubbock and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 3, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the City of Lubbock requests that would cause the City of Lubbock to be in violation of the FTA terms and conditions. WWW.FTA.DOT.GOV

As required under the OSHA Hazard Communication Standard 29 CFR 1910.1200, a material safety data sheet (MSDS) must precede or accompany the initial shipment of any hazardous material defined as such under the Act. For items previously ordered, an MSDS must also be supplied if the MSDS has changed since the previous shipment.

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.

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

The City 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.

House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified. Governmental entities may want to include information on this new misclassification penalty in their contracts with entities that are providing services covered by this new requirement (Texas Government Code Section 2155.001).

Master Agreement

For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, as amended by the SAFETEA-LU Technical Corrections Act of 2008, the Transportation Equity Act for the 21st Century, as amended, the National Capital Transportation Act of 1969, as amended, the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, February 17, 2009, or other Federal laws that FTA administers. FTA MA (29) February 7, 2022. https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreementsThe Master Agreement can be found in its entirety on the City of Lubbock website www.ci.lubbock.tx.us/

GILLIG

QUOTE LETTER

November 20, 2023

Chris Mandrell
General Manager
Citibus
Office – 806 – 775 – 3435
Email – cmandrell@citibus.com
801 Texas Ave
Lubbock TX 79457

Dear Chris:

Thank you for your interest in purchasing twelve (12) 40 ft and three (3) 35 ft L/F Diesel Trolley Hybrid Allison e/EGenFlex Buses in partnership with GILLIG under the LoNo Grant Award with the FTA.

Attached you will find the variance list and price calculation sheet that will pertain to your order. Gillig is pleased to quote the following:

Twelve (12) 40 ft. Hybrid Buses @817,343 each

Three (3) 35 ft. Trolley Hybrid Buses @$958,852 each

Total: $12,684,672.00

This price is valid for thirty (30) days and is FOB Lubbock TX. Prices exclude any taxes and license fees. The production of your buses is scheduled to start within 12 months of your PO. To maintain this production schedule, we will require a firm purchase order within thirty (30) days.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact us.

Joe Saldana

Joe Saldana
Regional Sales Manager
Gillig LLC
510-303-0202
jsaldana@gillig.com

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute Purchase Order 27123702, with Creative Bus Sales, Inc., to purchase six ARBOC Spirit of Mobility paratransit vans.

Item Summary

Purchase Order 27123702 in the amount of $1,343,904, is for the purchase of 6 ARBOC Spirit of Mobility paratransit vans from Creative Bus Sales, Inc., of Irving, Texas, per Contract SW0797C. The new paratransit vans will reduce maintenance and parts costs associated with older vehicles that have exceeded their useful life.

The vans will be purchased through the Oklahoma Office of Management & Enterprise Services Statewide Contract, through an Interlocal Agreement between the City of Lubbock and the State of Oklahoma.

Fiscal Impact

Citibus will use Federal FY 2023 and 2024 Section 5339(a) Bus and Bus Facility grant funds, and FY 2023 and 2024 Section 5310 funds, to purchase 6 ARBOC Spirit of Mobility paratransit vans. Transportation Development Credits (TDC's) provided by the Texas Department of Transportation (TxDOT) will be used as the local match for the Section 5339(a) grants. This purchase order will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus
Public Transit Advisory Board

Attachments

Resolution - Creative Bus Sales - ARBOCs
PO - ARBOCs - Creative Bus Sales

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 27123702 by and between the City of Lubbock and Creative Bus Sales, Inc. for six (6) ARBOC Spirit of Mobility Paratransit Vans per Contract SW0797C, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Creative Bus Sales, Inc.-PurchaseOrd
November 28, 2023

PURCHASE ORDER

Page - 1
Date - 11/22/2023
Order Number 27123702 000 OP
Branch/Plant 271

TO:
CREATIVE BUS SALES INC
9365 COUNSELORS ROW
SUITE 112
INDIANAPOLIS IN 46240

SHIP TO:
Citibus
PO BOX 2000
LUBBOCK TX 79457

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

BY: _____
Marta Alvarez, Director of Purchasing and Contract Management

Ordered	12/12/2023	Freight	.
Requested	12/12/2024	Taken By	K MORGAN
Delivery	PER R WILSON REQ 61073	CONTRACT SW0797C/PUR 17776	

If you have any questions about this order, please contact Richard Wilson at 806-775-3657 or via email at rwilson@citibus.com

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Chevy Arboc Van	1.000	193,410.0000	EA	193,410.00	12/22/2024
Chevy Arboc Van	2.000	326,381.0000	EA	652,762.00	12/22/2024
Chevy Arboc Van	2.000	152,161.0000	EA	304,322.00	12/22/2024
Chevy Arboc Van	1.000	193,410.0000	EA	193,410.00	12/22/2024
			Total Order		

Terms NET 30 1,343,904.00

This purchase order incorporates the current Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

This purchase order encumbers funds in the amount of $1,343,904.00 awarded to Creative Bus Sales, Inc. of Indianapolis, IN, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated November 16, 2023, from Creative Bus Sales, Inc. of Indianapolis, IN, and Contract SW0797C.

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY

STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TEXAS

Seller and Buyer agree as follows:

SALES TAX EXEMPTION. The goods and services provided for this project are exempt from the Limited Sales, Excise and Use Tax imposed by Chapter 20, Title 122A, Taxation-General, Revised Civil Statutes of Texas.

WARRANTY OF TITLE. Contractor warrants to the City of Lubbock, its successors and assigns, that the title to the material, supplies or goods covered by the contract, when delivered to the City of Lubbock or to its successors or assigns, shall be free from all liens and encumbrances.

PRODUCT/SERVICES WARRANTY. Contractor warrants that the goods furnished under this contract conform to the contract description, are free of defects in materials and working conditions, are fit for the ordinary purposes for which such goods are used, run of even kind, quality and quantity within each unit and among all units involved, are adequately contained, packaged and labeled as the agreement may require and conform to the promises or affirmation of fact made on the container or label, if any. If the contract is for services, Contractor warrants that the services furnished hereunder conform to the contract description.

All necessary repairs, renewals, changes or modifications in the goods due to defective materials and workmanship, occurring within twelve (12) months after final acceptance of the goods, shall be promptly corrected by the Contractor at his expense, including labor and materials, with minimum inconvenience to the City of Lubbock. Where specific items of goods are guaranteed by the manufacturer for periods exceeding those shown above, such guarantees are not voided by provisions of this paragraph.

DELIVERY. Unless otherwise stated in the specifications or bid forms, the price stated in this purchase order includes freight and/or delivery charges. Complete delivery must be made within 30 calendar days after the date of the Purchase Order. Delivery will be F.O.B.the City of Lubbock C/O Citibus 801 Texas Ave. Lubbock, Texas, unless otherwise specified.

The Contractor shall:

- perform all packing, shipping, and freight of goods procured by this contract;
- assume all responsibility and risk of loss incident to said deliveries;
- clearly mark all crates delivered to the site with the Contractor's name and identification of the contents by number of pieces and item number for each piece, and the City of Lubbock Purchase Order number.

TERMINATION OF CONTRACT

Termination for Convenience. The City of Lubbock may terminate this contract, in whole or in part, at any time without cause and solely for the convenience of the City of Lubbock by giving thirty (30) calendar days written notice to the Contractor. The Contractor shall be paid fees and expenses for work performed up to the time of termination provided the Contractor submits an itemized claim within thirty (30) calendar days of the termination. If the Contractor has any property in its possession belonging to the City of Lubbock, the Contractor will account for the same and dispose of it in the manner the City of Lubbock directs.

Termination for Default. In the event that the Contractor breaches the terms or violates the conditions of the Contract to be awarded, and does not within ten (10) calendar days of written notice from the City of Lubbock cure such breach or violation, the City of Lubbock may immediately terminate the Contract, and pursue any and all legal and equitable remedies available to it against the Contractor.

Indemnification: the contractor shall indemnify, keep and save harmless the city of Lubbock, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused by the negligence of the City of Lubbock, its officers, employees or agents. Contractor shall, at his own expense defend any and all actions, and shall at his own expense pay all charges of attorney fees and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the city of Lubbock in any such action, the contractor shall at his own expense satisfy and discharge the same.

BILLING. Invoice(s) shall be submitted in duplicate to Accounts Payable, City of Lubbock, P.O. Box 2000 Lubbock, Texas 79457. Each invoice shall contain the following information: purchase order number, item number, brief description of goods, sizes, serial numbers, quantities, unit prices, and total and applicable project numbers.

PAYMENT TO CONTRACTOR. Terms shall be net thirty (30) calendar days after receipt of an invoice and after acceptance of the goods by the City of Lubbock, whichever is later. In the event payment is not made within thirty (30) calendar days, the Contractor shall submit a reminder invoice marked overdue. If the invoice contains an error, the invoice will not be classified as a properly submitted invoice.

DISCOUNTS. Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the Contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

FEDERAL CHANGES: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the City of Lubbock and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 3, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the City of Lubbock requests that would cause the City of Lubbock to be in violation of the FTA terms and conditions. WWW.FTA.DOT.GOV

As required under the OSHA Hazard Communication Standard 29 CFR 1910.1200, a material safety data sheet (MSDS) must precede or accompany the initial shipment of any hazardous material defined as such under the Act. For items previously ordered, an MSDS must also be supplied if the MSDS has changed since the previous shipment.

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.

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

The City 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.

House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified. Governmental entities may want to include information on this new misclassification penalty in their contracts with entities that are providing services covered by this new requirement (Texas Government Code Section 2155.001).

Master Agreement

For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, as amended by the SAFETEA-LU Technical Corrections Act of 2008, the Transportation Equity Act for the 21st Century, as amended, the National Capital Transportation Act of 1969, as amended, the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, February 17, 2009, or other Federal laws that FTA administers. FTA MA (26) February 9, 2021. https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreementsThe Master Agreement can be found in its entirety on the City of Lubbock website www.ci.lubbock.tx.us/

Creative Bus Sales

State of Oklahoma Contract

SW0797C

FY 2023

Preparer: Brent Roy

Base Model

ARBOC Spirit of Mobility 6.0L 210" WB 14,200 GVWR

ARBOC Specialty Vehicles

Base Model Price:	$	190,737.00
Options:	$	1,449.00
Other Available Options:	$	27,701.00
Unpublished Options:	$	4,097.00

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
26'	Front	3	14	No

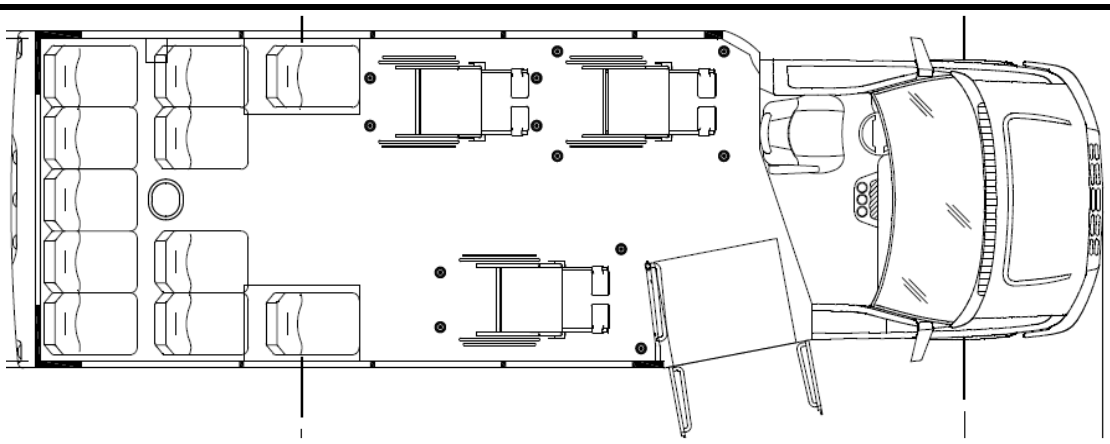
QTY Vehices: 1 **Total Contract Price:** **$ 223,984.00**

Per Vehicle Price: **$ 223,984.00**

Customer Info

Customer:	Citibus
Address:	801 Texas Ave. Lubbock, TX 79457
Contact:	Chris Mandrell
Office Phone:	806-712-2001
Mobile Phone:	806-777-6270
E-Mail:	cmandrell@citibus.com

Floorplan



Chassis

Chevrolet Express Commercial Cutaway 4500 chassis - 14,200 GVWR
6.0L V8 gasoline engine
6-Speed Automatic Transmission
Front axle - 4,600 lbs.
Rear axle - 9,600 lbs.
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
220 Amp Alternator
Dual, maintenance-free batteries
57 Gallon Fuel Tank
Power steering with tilt wheel
HD gas shock absorbers
Front stabilizer bar
LT225/75Rx16E All Season Tires
Dual rear wheels
Cruise control
Driver sun visor
Power door locks
OEM chassis dash heater, A/C, and defroster
Chrome front bumper

Body

Arboc Spirit of Mobility 28' body
Full air ride suspension with kneeling electronic control
12V Electric Air Suspension Compressor System
Tubular steel cage construction with one-piece exterior FRP wall/skirt
Fiberglass front and rear caps
One-piece seamless FRP roof
95K BTU rear A/C system
FRP interior walls & ceiling
Coved flooring on sidewall to seat track
Altro gray flooring
Gloss blackout window paint
Driver running board
Rear tow hooks
Heated/Remote-controlled side mirrors
Romeo Rim rear bumper
Stainless steel wheel inserts
Valve stem extender for dual rear wheels
Front and rear mud flaps
65K BTU rear heater
Double T-slider passenger windows
Window ajar alarms for egress windows
Stainless steel battery tray
Hourmeter
Rotary disconnect switch
LED interior and exterior lights
Rear center brake light
Midship turn/marker lights
Independent red brake & amber turn signal lights
AM/FM/CD with four (4) speakers

Electrically actuated passenger entry door with full length glass
Roof hatch
CNG rear storage compartment - Non-locking doors with fuel fill access door curbside
Ceiling grab rails (both sides of aisle) - yellow powder coated
Entry grab rails - yellow powder coated
Stanchion and modesty panel behind driver - yellow powder coated
Power driver seat pedestal
USSC G2E Evolution driver seat
Mid High rigid passenger seats
Level 5 seat covers for passenger seats
Anti-vandal grab handles on aisle seats
Armrests on aisle side seats
Freedman USR retractable seat belts

ADA

Front wheelchair ramp (main entry door)
Braun 34" wide wheelchair ramp (800# capacity)
ADA interlock/fast idle
Four (4) Q'Straint QRT-MAX Slide 'N Click wheelchair securements with combo lap/shoulder belt
Priority seating signs
Four (4) wheelchair decals (International Symbol of Accessiblility)

Safety

3.5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Backup alarm
Interior convex mirror
Interior lights on when entry door opens
Red lights over emergency egress locations

Options

Qty	Description	FY 2023 List Price	QTY Total
1	Rear View Camera System	$ 995.00	$ 995.00
1	Door Activated 4 Way Flashers	$ 454.00	$ 454.00
-	**Subtotal Manufacturer Options**		**$ 1,449.00**

Other Available Options

Qty	Description	FY 2023 List Price	QTY Total
1	Liquid Spring Front and Rear Kneeling suspension in lieu of air	$ 1,121.00	$ 1,121.00
3	Q-Straint “One” in-floor integrated wheelchair securement system	$ 8,860.00	$ 26,580.00
-	**Subtotal Manufacturer Options:**		**$ 27,701.00**

CBS Unpublished Options

Qty	Description	FY 2023 List Price	QTY Total
1	Level 4 "O-Vinyl" on all seats	$ -	$ -
1	Custom Citibus vinyl grahics package	$ 1,125.00	$ 1,125.00
1	Safe Fleet 6-Camera system	$ 4,815.00	$ 4,815.00
1	Credit for deletion of 1 wheelchair position	$ (688.00)	$ (688.00)
1	Credit for deletion of rear CNG tank compartment	$ (1,155.00)	$ (1,155.00)
-	**Subtotal CBS Unpublished Options:**		**$ 4,097.00**

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Purchase Order 10026982, Purchase Order 10026983, and Purchase Order 10027001, and related documents, with CXT Inc., to manufacture, transport, deliver, and install concrete restroom buildings at Clapp Park, Maxey Park and Rodgers Park.

Item Summary

These (3) three Purchase Orders are for the manufacture, transportation, delivery and installation of (2) two, two-stall, single-user restrooms, and (1) one, four-stall, multi-user restroom, to be placed at (3) three City parks. Staff contacted Sourcewell Contract Solutions for a contract with CXT, Inc., for concrete restrooms that would meet specifications.

The Purchase Orders for the parks are in the following amounts.

- PO 10026982 for Clapp Park in the amount of $112,243
- PO 10026983 for Maxey Park in the amount of $112,243
- PO 10027001 for Rodgers Park in the amount of $162,791

The total cost of the (3) three restrooms is $387,277 from CXT, Inc., of Dallas, Texas, through the Sourcewell Purchasing Program, Contract 097121.CKT.

All work will commence and conclude at the discretion of the Director of Parks and Recreation and/or approved agent.

Fiscal Impact

These Purchase Orders total $387,277, with $224,486 funded in Capital Improvement Project 92768, Restroom Replacement/Renovations – ARPA and $162,791 funded in Capital Improvement Project 92779, Aquatic Facilities.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Clapp Park PO
Maxey Park PO
Rodgers Park PO
Budget Detail
CIP Detail 92768

CIP Detail 92779
Quotes

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 Orders 10026982, 10026983, and 10027001, in accordance with Sourcewell Contract 081721-CXT, for Restroom Installs at Clapp, Maxey, and Rodgers Parks, by and between the City of Lubbock and CXT Incorporated, of Dallas, Texas, and all related documents. Said Purchase Orders are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocs II/RES.PO 10026982, 10026983, 10027001 Sourcewell 081721-CXT Inc.
12.4.23

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 11/28/2023
Order Number 10026982 000 OP
Branch/Plant 5223

TO: CXT INCORPORATED
PO BOX 676208
DALLAS TX 75267

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
LUBBOCK TX 79403

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/28/2023 Freight .
Requested 5/10/2024 Taken By YBUSBY
Delivery PER K ROBINSON REQ 61061 PUR 17770/SOURCEWELL CONTRACT 081721-CXT

If you have any questions contact Kaylee Robinson: KRobinson@mylubbock.us Phone 806-775-2672

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Restroom Install for Clapp Park					
Restroom	1.000	65,718.0000	EA	65,718.00	5/10/2024
Stainless Steel Water Closet	2.000	1,750.0000	EA	3,500.00	5/10/2024
Stainless Steel Lavatory	2.000	1,500.0000	EA	3,000.00	5/10/2024
Electric Hand Dryer	2.000	700.0000	EA	1,400.00	5/10/2024
Skylights	2.000	1,600.0000	EA	3,200.00	5/10/2024
Fiberglass Entry And Chase	3.000	3,300.0000	EA	9,900.00	5/10/2024
Timed Electric Lock System	2.000	1,350.0000	EA	2,700.00	5/10/2024
Exterior Frostproof Hose Bib	1.000	1,200.0000	EA	1,200.00	5/10/2024
Custom Options	1.000	11,675.0000	EA	11,675.00	5/10/2024
Engineering And State Fees	1.000	4,000.0000	EA	4,000.00	5/10/2024
Estimated One-Way	1.000	5,950.0000	EA	5,950.00	5/10/2024
				Total Order	

Terms NET 30 112,243.00

This purchase order encumbers funds in the amount of $112,243.00 awarded to CXT Incorporated of Dallas, TX, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated September 14, 2023, from CXT Incorporated of Dallas, TX, and Sourcewell Contract 081721-CXT.
Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Date - 11/28/2023

Order Number 10026982 000 OP

Branch/Plant 5223

TO: CXT INCORPORATED
PO BOX 676208
DALLAS TX 75267

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
LUBBOCK TX 79403

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/28/2023 Freight .

Requested 5/10/2024 Taken By YBUSBY

Delivery PER K ROBINSON REQ 61061 PUR 17770/SOURCEWELL CONTRACT 081721-CXT

INSURANCE REQUIRED:

Commercial General Liability: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person). **Automotive Liability:** $1M occurrence is needed.	**Workers Compensation and Employer Liability:** Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation.
*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

ORDERING INFORMATION

Sourcewell
Awarded Contract
Contract # 081721-CXT

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):
Remitting by check:
CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:
Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at http://www.cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

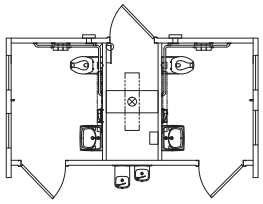
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

CORTEZ — 10' 3" X 17'

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.





CXT
800.696.5766
cxtinc.com

*Base Price $ 65,718.00

Optional Sections

Restroom* $65,718.00 Qty: = $0.00

Family Assist Shower/Restroom Combo* $76,680.00 Qty: = $0.00

Concession* $76,194.00 Qty: = $0.00

Shower* $79,479.00 Qty: = $0.00

Storage $60,840.00 Qty: = $0.00

Includes 4-gallon water heater.

Total for Optional Sections $ 0.00

Added Cost Options		Price per unit	Click to select	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section)- *choose one* ○ Split Face Block ($5,500) ○ Stone ($7,000)		Reset Wall Texture		0.00
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 2	$ 1,750.00	☑	3,500.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☑	3,000.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☑	1,400.00
Electronic Flush Valve (each)	Qty:	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty:	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty:	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty:	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty:	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 2	$ 1,600.00	☑	3,200.00
Marine Grade Skylight in Restroom (each)	Qty:	$ 2,450.00	☐	0.00
Marine Package (excluding fiberglass doors and frames) (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty:	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	$ 3,300.00	☑	9,900.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☑	2,700.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☑	1,200.00
		Total for Added Cost Options:		$ 24,900.00
Custom Options: Install Surcharge (7,825),TrilogyBattOpLockSystem(incl.),SmartVent(Flood)DbleStackEachRestroom Qty 2 (3,850)				$ 11,675.00
		Engineering and State Fees:		$ 4,000.00
		Estimated One-Way Transportation Costs to Site (quote):		$ 5,950.00
		Estimated Tax:		$
		Total Cost per Unit Placed at Job Site:		$ 112,243.00

Estimated monthly payment on 5 year lease ***$2,256.08***

Disclaimer: Please call to confirm selected sections are compatible.

Sourcewell Awarded Contract Contract # 081721-CXT

This price quote is good for 60 days from date below, and is accurate and complete.

Robert C. Veals, Jr.

Digitally signed by Robert C. Veals, Jr.
Date: 2023.09.14 09:22:47 -07'00'

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name: City of Lubbock

Tray Payne, Mayor Date

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

_____ Amber Rose	_____ Berry Mauve	_____ Buckskin	_____ Cappuccino Cream
_____ Charcoal Grey	_____ Coca Milk	_____ Evergreen	_____ Georgia Brick
_____ Golden Beige	_____ Granite Rock	_____ Hunter Green	_____ Java Brown
_____ Liberty Tan	_____ Malibu Taupe	_____ Mocha Caramel	_____ Natural Honey
_____ Nuss Brown	_____ Oatmeal Buff	_____ Pueblo Gold	_____ Raven Black
_____ Rich Earth	_____ Rosewood	_____ Sage Green	_____ Salsa Red
_____ Sand Beige	_____ Sun Bronze	_____ Toasted Almond	_____ Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Stone Color*(Mark option with an X.) *If option is not available, verify stone option is selected on previous page.*

_____ Basalt* _____ Mountain Blend* _____ Natural Grey* _____ Romana*

Roof Texture **If option is not available, verify roof texture option is selected on previous page.*

_____ Ribbed Metal*

Wall Texture(s) *(For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)*
**If option is not available, verify wall texture option is selected on previous page.*

_____ Split Face Block* _____ Horizontal Lap* _____ Board & Batt* _____ Stucco*#

_____ Brick*# _____ Distressed Wood*#

Stone Wall Texture *(bottom texture only) *If option is not available, verify stone option is selected on previous page.*

_____ Napa Valley*# _____ River Rock*# _____ Flagstone*# _____ Stacked Rock*#

#Textures not included in CXT's quote are additional cost.

Door Opener

Non-locking ADA Handle Privacy ADA Latch Pull Handle/Push Plate

Deadbolt

Accessible Signage

Men Women Unisex

Toilet Paper Holder

2-Roll Stainless Steel 3-Roll Stainless Steel

Notes:

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 11/28/2023
Order Number 10026983 000 OP
Branch/Plant 5223

TO: CXT INCORPORATED
PO BOX 676208
DALLAS TX 75267

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
LUBBOCK TX 79403

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

BY:_____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/28/2023 Freight .
Requested 5/10/2024 Taken By YBUSBY
Delivery PER K ROBINSON REQ 61064 PUR 17770/SOURCEWELL CONTRACT 081721-CXT

If you have any questions contact Kaylee Robinson: KRobinson@mylubbock.us Phone 806-775-2672

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Restroom Install for Maxey Park					
Restroom	1.000	65,718.0000	EA	65,718.00	5/10/2024
Stainless Steel Water Closet	2.000	1,750.0000	EA	3,500.00	5/10/2024
Stainless Steel Lavatory	2.000	1,500.0000	EA	3,000.00	5/10/2024
Electric Hand Dryer	2.000	700.0000	EA	1,400.00	5/10/2024
Skylight In Restroom	2.000	1,600.0000	EA	3,200.00	5/10/2024
Fiberglass Entry And Chase	3.000	3,300.0000	EA	9,900.00	5/10/2024
Timed Electric Lock System	2.000	1,350.0000	EA	2,700.00	5/10/2024
Exterior Frostproof Hose Bib	1.000	1,200.0000	EA	1,200.00	5/10/2024
Custom Options	1.000	11,675.0000	EA	11,675.00	5/10/2024
Engineering And State Fees	1.000	4,000.0000	EA	4,000.00	5/10/2024
Estimated One-Way	1.000	5,950.0000	EA	5,950.00	5/10/2024
				Total Order	

Terms NET 30 112,243.00

This purchase order encumbers funds in the amount of $112,243.00 awarded to CXT Incorporated of Dallas, TX, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated September 14, 2023, from CXT Incorporated of Dallas, TX, and Sourcewell Contract 081721-CXT.

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Date - 11/28/2023

Order Number 10026982 000 OP

Branch/Plant 5223

TO:	SHIP TO:
CXT INCORPORATED PO BOX 676208 DALLAS TX 75267	CITY OF LUBBOCK - CENTRAL SHOP 308 MUNICIPAL DRIVE LUBBOCK TX 79403

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/28/2023

Requested 5/10/2024

Delivery PER K ROBINSON REQ 61064

Freight .

Taken By YBUSBY

PUR 17770/SOURCEWELL CONTRACT 081721-CXT

INSURANCE REQUIRED:

Commercial General Liability: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person). **Automotive Liability:** $1M occurrence is needed.	**Workers Compensation and Employer Liability:** Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation.

*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

ORDERING INFORMATION

Sourcewell
Awarded Contract
Contract # 081721-CXT

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):
Remitting by check:
CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:
Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at http://www.cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

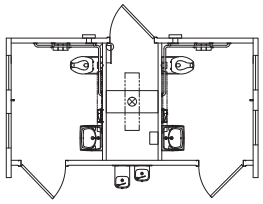
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

CORTEZ — 10' 3" X 17'

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.





CXT
800.696.5766
cxtinc.com

*Base Price $ 65,718.00

Optional Sections

Restroom* $65,718.00 Qty: = $0.00

Family Assist Shower/Restroom Combo* $76,680.00 Qty: = $0.00

Concession* $76,194.00 Qty: = $0.00

Shower* $79,479.00 Qty: = $0.00

Storage $60,840.00 Qty: = $0.00

Includes 4-gallon water heater.

Total for Optional Sections $ 0.00

Added Cost Options		Price per unit	Click to select	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section)- *choose one* ○ Split Face Block ($5,500) ○ Stone ($7,000)		Reset Wall Texture		0.00
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 2	$ 1,750.00	☑	3,500.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☑	3,000.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☑	1,400.00
Electronic Flush Valve (each)	Qty:	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty:	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty:	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty:	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty:	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 2	$ 1,600.00	☑	3,200.00
Marine Grade Skylight in Restroom (each)	Qty:	$ 2,450.00	☐	0.00
Marine Package (excluding fiberglass doors and frames) (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty:	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	$ 3,300.00	☑	9,900.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☑	2,700.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☑	1,200.00
		Total for Added Cost Options:		$ 24,900.00
Custom Options: Install Surcharge (7,825),TrilogyBattOpLockSystem(incl.),SmartVent(Flood)DbleStackEachRestroom Qty 2 (3,850)				$ 11,675.00
		Engineering and State Fees:		$ 4,000.00
		Estimated One-Way Transportation Costs to Site (quote):		$ 5,950.00
		Estimated Tax:		$
		Total Cost per Unit Placed at Job Site:		$ 112,243.00

Estimated monthly payment on 5 year lease ***$2,256.08***

Disclaimer: Please call to confirm selected sections are compatible.

Sourcewell Awarded Contract Contract # 081721-CXT

This price quote is good for 60 days from date below, and is accurate and complete.

Robert C. Veals, Jr.

Digitally signed by Robert C. Veals, Jr.
Date: 2023.09.14 09:26:34 -07'00'

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name: City of Lubbock

Tray Payne, Mayor Date

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

_____ Amber Rose	_____ Berry Mauve	_____ Buckskin	_____ Cappuccino Cream
_____ Charcoal Grey	_____ Coca Milk	_____ Evergreen	_____ Georgia Brick
_____ Golden Beige	_____ Granite Rock	_____ Hunter Green	_____ Java Brown
_____ Liberty Tan	_____ Malibu Taupe	_____ Mocha Caramel	_____ Natural Honey
_____ Nuss Brown	_____ Oatmeal Buff	_____ Pueblo Gold	_____ Raven Black
_____ Rich Earth	_____ Rosewood	_____ Sage Green	_____ Salsa Red
_____ Sand Beige	_____ Sun Bronze	_____ Toasted Almond	_____ Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Stone Color*(Mark option with an X.) *If option is not available, verify stone option is selected on previous page.*

_____ Basalt* _____ Mountain Blend* _____ Natural Grey* _____ Romana*

Roof Texture **If option is not available, verify roof texture option is selected on previous page.*

_____ Ribbed Metal*

Wall Texture(s) *(For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)*
**If option is not available, verify wall texture option is selected on previous page.*

_____ Split Face Block* _____ Horizontal Lap* _____ Board & Batt* _____ Stucco*#

_____ Brick*# _____ Distressed Wood*#

Stone Wall Texture *(bottom texture only) *If option is not available, verify stone option is selected on previous page.*

_____ Napa Valley*# _____ River Rock*# _____ Flagstone*# _____ Stacked Rock*#

#Textures not included in CXT's quote are additional cost.

Door Opener

Non-locking ADA Handle Privacy ADA Latch Pull Handle/Push Plate

Deadbolt

Accessible Signage

Men Women Unisex

Toilet Paper Holder

2-Roll Stainless Steel 3-Roll Stainless Steel

Notes:

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 11/29/2023
Order Number 10027001 000 OP
Branch/Plant 5223

TO: CXT INCORPORATED
PO BOX 676208
DALLAS TX 75267

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
LUBBOCK TX 79403

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

BY:_____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/29/2023 Freight .
Requested 5/10/2024 Taken By YBUSBY
Delivery PER K ROBINSON REQ 61062 PUR 17770/SOURCEWELL CONTRACT 081721-CXT

If you have any questions contact Kaylee Robinson: KRobinson@mylubbock.us Phone 806-775-2672

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Restroom Install for Rodgers Park					
Base Price	1.000	109,566.0000	EA	109,566.00	5/10/2024
Stainless Steel Water Closet	3.000	1,750.0000	EA	5,250.00	5/10/2024
Stainless Steel Lavatory	2.000	1,500.0000	EA	3,000.00	5/10/2024
Stainless Steel Urinal	1.000	1,500.0000	EA	1,500.00	5/10/2024
Electric Hand Dryer	2.000	700.0000	EA	1,400.00	5/10/2024
Skylight In Restroom	2.000	1,600.0000	EA	3,200.00	5/10/2024
Fiberglass Entry And Chase	4.000	3,300.0000	EA	13,200.00	5/10/2024
Timed Electric Lock System	2.000	1,350.0000	EA	2,700.00	5/10/2024
Exterior Frostproof Hose Bib	1.000	1,200.0000	EA	1,200.00	5/10/2024
Custom Options	1.000	7,825.0000	EA	7,825.00	5/10/2024
Engineering And State Fees	1.000	4,000.0000	EA	4,000.00	5/10/2024
Estimated One-Way	1.000	9,950.0000	EA	9,950.00	5/10/2024

Terms NET 30 Total Order 162,791.00

This purchase order encumbers funds in the amount of $162,791.00 awarded to CXT Incorporated of Dallas, TX, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated September 14, 2023, from CXT Incorporated of Dallas, TX, and Sourcewell Contract 081721-CXT.

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Date - 11/28/2023

Order Number 10026982 000 OP

Branch/Plant 5223

TO:	SHIP TO:
CXT INCORPORATED PO BOX 676208 DALLAS TX 75267	CITY OF LUBBOCK - CENTRAL SHOP 308 MUNICIPAL DRIVE LUBBOCK TX 79403

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/28/2023 Freight .

Requested 5/10/2024 Taken By YBUSBY

Delivery PER K ROBINSON REQ 61062 PUR 17770/SOURCEWELL CONTRACT 081721-CXT

INSURANCE REQUIRED:

Commercial General Liability: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person). **Automotive Liability:** $1M occurrence is needed.	**Workers Compensation and Employer Liability:** Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation.

*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

ORDERING INFORMATION

Sourcewell
Awarded Contract
Contract # 081721-CXT

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):
Remitting by check:
CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:
Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at http://www.cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

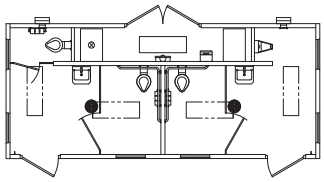
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

DAKOTA — 11' x 26'

Dakota with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.





CXT
800.696.5766
cxtinc.com

			Price Per Unit		
Base Price			$ 109,566.00		$ 109,566.00
Added Cost Options				Click to Select	
Final Connection to Utilities			$ 5,000.00	☐	0.00
Optional Wall Texture- *choose one*	○ Split Face Block ($5,500)	○ Custom Texture ($7,000)		Reset Wall Texture	
Optional Roof Texture	☐ Ribbed Metal		$ 5,500.00		0.00
Individual User Option			$ 24,500.00	☐	0.00
Stainless Steel Water Closet (each)		Qty: 3	$ 1,750.00	☑	5,250.00
Stainless Steel Lavatory (each)		Qty: 2	$ 1,500.00	☑	3,000.00
Stainless Steel Urinal (each)		Qty: 1	$ 1,500.00	☑	1,500.00
Electric Hand Dryer (each)		Qty: 2	$ 700.00	☑	1,400.00
Electronic Flush Valve (each)		Qty: 3	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)		Qty: 2	$ 1,500.00	☐	0.00
Electronic Urinal Valve (each)		Qty: 1	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)		Qty: 2	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)		Qty: 3	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)		Qty: 2	$ 100.00	☐	0.00
Baby Changing Table (each)		Qty: 2	$ 750.00	☐	0.00
Skylight in Restroom (each)		Qty: 2	$ 1,600.00	☑	3,200.00
Marine Grade Skylight in Restroom (each)		Qty: 2	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*			$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)		Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating			$ 4,000.00	☐	0.00
Optional Door Closure (each)		Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)		Qty: 4	$ 3,300.00	☑	13,200.00
Timed Electric Lock System (2 doors- does not include chase door) (each)		Qty: 2	$ 1,350.00	☑	2,700.00
Exterior Frostproof Hose Bib with Box (each)		Qty: 1	$ 1,200.00	☑	1,200.00
				Total for Added Cost Options:	$ 31,450.00
Custom Options: Installation Surcharge (7,825), TrilogyBatteryOp LockSyst(incl.)					$ 7,825.00
				Engineering and State Fees:	$ 4,000.00
				Estimated One-Way Transportation Costs to Site (quote):	$ 9,950.00
				Estimated Tax:	$
				Total Cost per Unit Placed at Job Site:	$ 162,791.00

Sourcewell Awarded Contract Contract # 081721-CXT

Estimated monthly payment on 5 year lease ***$3,272.10***

This price quote is good for 60 days from date below, and is accurate and complete.

Robert C. Veals, Jr. Digitally signed by Robert C. Veals, Jr. Date: 2023.09.14 09:37:39 -07'00'

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name: City of Lubbock

Tray Payne, Mayor Date

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

____ Amber Rose	____ Berry Mauve	W Buckskin	____ Cappuccino Cream
____ Charcoal Grey	____ Coca Milk	R Evergreen	____ Georgia Brick
____ Golden Beige	____ Granite Rock	____ Hunter Green	____ Java Brown
____ Liberty Tan	____ Malibu Taupe	____ Mocha Caramel	____ Natural Honey
____ Nuss Brown	____ Oatmeal Buff	____ Pueblo Gold	____ Raven Black
____ Rich Earth	____ Rosewood	____ Sage Green	____ Salsa Red
____ Sand Beige	____ Sun Bronze	____ Toasted Almond	____ Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Stone Color *(Mark option with an X.) *If option is not available, verify stone option is selected on previous page.*

____ Basalt* ____ Mountain Blend* ____ Natural Grey* ____ Romana*

Roof Texture **If option is not available, verify roof texture option is selected on previous page.*

____ Ribbed Metal*

Wall Texture(s) *(For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)*
**If option is not available, verify wall texture option is selected on previous page.*

____ Split Face Block* ____ Horizontal Lap* ____ Board & Batt* ____ Stucco*#

____ Brick*# ____ Distressed Wood*#

Stone Wall Texture *(bottom texture only) *If option is not available, verify stone option is selected on previous page.*

____ Napa Valley*# ____ River Rock*# ____ Flagstone*# ____ Stacked Rock*#

#Textures not included in CXT's quote are additional cost.

Door Opener

☑ Non-locking ADA Handle ☐ Privacy ADA Latch ☐ Pull Handle/Push Plate

Deadbolt ☐

Accessible Signage

☑ Men ☑ Women ☐ Unisex

Toilet Paper Holder

☐ 2-Roll Stainless Steel ☑ 3-Roll Stainless Steel

Notes:

City of Lubbock
Capital Project
Project Cost Detail
December 12, 2023

Capital Project Number:	92768
Capital Project Name:	ARPA Parks - Restroom Replacement/Renovations
Capital Project Number:	92779
Capital Project Name:	ARPA Parks - Aquatic Facilities

	Budget		
Encumbered/Expended	92768	92779	Total
Newspaper Advertising	$ 270	-	270
CXT Incorporated	290,945	130,455	421,400
Johnson General Contractors	254,196	-	254,196
Berryhill Sewer Service	11,190	-	11,190
Lubbock Inspection Service	2,325	775	3,100
Matthew's Backhoe	13,000	28,519	41,519
MUDCO	2,475	-	2,475
Reuller Incorporated	1,500	-	1,500
West Texas Paving	2,012	-	2,012
Quantem Laboratories	252	-	252
Hub City Plumbing	46,508	-	46,508
Electracom Supply	3,938	-	3,938
Associated Supply Company	4,502	-	4,502
Misc./Pcard	15,152	-	15,152
Kraftsman Commerical Playgrounds	-	5,700,000	5,700,000
Reuller Incorporated	-	32,000	32,000
Agenda Item December 12, 2023			
Clapp Park and Maxey Park	224,486	-	224,486
Rodgers Park Restroom	-	162,791	162,791
Encumbered/Expended To Date	872,751	6,054,540	6,927,291
Estimated Cost for Remaining Appropriation			
Other	27,249	1,267,774	1,295,023
Remaining Appropriation	27,249	1,267,774	1,295,023
Total Appropriation	$ 900,000	7,322,314	$ 8,222,314

CIP 92768 ARPA Parks - Restroom Replacement/Renovations

New Facility

Project Manager: Kalee Robinson - Park Development

Project Scope

Restrooms to be replaced include: Aztlan Park, Higinbotham Park, Clapp Park, Mackenzie Park (North), Maxey Park.

Restrooms to be renovated include: Mackenzie Park (West), Clapp Park (Trinity Ball Field), Mae Simmons Park, McAlister Park, McCullough Park, Buddy Holly Rec Area, Hodges Park.

Project Justification

These funds will be used to renovate or replace 12 stand-alone restrooms throughout the City's park system. Staff has systematically identified restrooms that qualify for replacement/renovation.

Project Highlights

Council Priorities Addressed:
This project will address City Priority, Community Improvement as it will provide 12 new or updated restrooms in 12 City parks. Having nice restrooms facilities at a park provides peace of mind for park-goers. Furthermore, restroom conditions often times set the tone for the entire park, no differently than they do at other establishments throughout the City.

Project Dates

Start Date: May 10, 2022
Bid Date: Oct 14, 2022
Bid Award Date: Jan 10, 2023
Project Start Date: Feb 10, 2023
Projected Project End Date: Jul 10, 2023

Project History

$900,000 was appropriated in the FY 2021-22, Budget Amendment No. 24, Ord. No. 2022-O0071, May 10, 2022.

Project Location

City-Wide

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$900,000	$0	$0	$0	$0	$0	$0
TOTAL	**$900,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
ARPA Funding	$900,000	$0	$0	$0	$0	$0	$0
TOTAL	**$900,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

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



CIP 92779 ARPA - Aquatic Facilities

Replacement Infrastructure

Project Manager: Kalee Robinson - Park Development

Project Scope

Complete demolition and filling of three City of Lubbock Swimming Pool areas, as well as the design and construction of a splash pad facility at the same locations. The swimming pools are located in Mae Simmons Park, Maxey Park, and Rodgers Park (Montelongo Swimming Pool).

Project Justification

Due to the increasing cost of maintenance and repairs associated with Mae Simmons, Maxey, and Montelongo pools, the City of Lubbock plans to replace these pools with Splash Pads. Instead of simply closing these three pools the City would like to replace these resources with an alternative option that would still seek to serve the citizens of Lubbock in a similar manner. The only remaining pool would be located at Clapp Park.

Project Highlights

Council Priorities Addressed:
This project addresses Council Priorities: Public Safety, Community Improvement and Redevelopment as it will provide the community with new aquatic facilities that will consist of a safe infrastructure and the most up-to-date aquatic equipment.

Project Dates

Start Date: May 10, 2022
Bid Date: No bid required. Utilizing BuyBoard.
Award Date: No bid required. Utilizing BuyBoard.
Project Start Date: Oct 14, 2022
Project End Date: Mar 11, 2024

Project History

$5,144,259 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.
$2,178,055 was appropriated in the FY 2022-23 Budget, Ord. No. 2023-O0088, August 8, 2023.

Project Location

City-Wide

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Design	$670,991	$0	$0	$0	$0	$0	$0
Construction	$6,651,323	$0	$0	$0	$0	$0	$0
TOTAL	**$7,322,314**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
ARPA Funding	$7,322,314	$0	$0	$0	$0	$0	$0
TOTAL	**$7,322,314**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Sourcewell
Awarded Contract
Contract # 081721-CXT

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

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CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:
Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

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6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

CORTEZ – 10' 3" X 17'

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.





CXT
800.696.5766
cxtinc.com

*Base Price $ 65,718.00

Optional Sections

Restroom* $65,718.00 Qty: = $0.00

Shower* $79,479.00 Qty: = $0.00

Family Assist Shower/Restroom Combo* $76,680.00 Qty: = $0.00

Storage $60,840.00 Qty: = $0.00

Concession* $76,194.00 Qty: = $0.00

Includes 4-gallon water heater.

Total for Optional Sections $ 0.00

Added Cost Options		Price per unit	Click to select	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section)- *choose one* ○ Split Face Block ($5,500) ○ Stone ($7,000)			Reset Wall Texture	0.00
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 2	$ 1,750.00	☑	3,500.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☑	3,000.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☑	1,400.00
Electronic Flush Valve (each)	Qty:	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty:	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty:	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty:	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty:	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 2	$ 1,600.00	☑	3,200.00
Marine Grade Skylight in Restroom (each)	Qty:	$ 2,450.00	☐	0.00
Marine Package (excluding fiberglass doors and frames) (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty:	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	$ 3,300.00	☑	9,900.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☑	2,700.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☑	1,200.00

Total for Added Cost Options:	$ 24,900.00
Custom Options: Install Surcharge (7,825),TrilogyBattOpLockSystem(incl.),SmartVent(Flood)DbleStackEachRestroom Qty 2 (3,850)	$ 11,675.00
Engineering and State Fees:	$ 4,000.00
Estimated One-Way Transportation Costs to Site (quote):	$ 5,950.00
Estimated Tax:	$
Total Cost per Unit Placed at Job Site:	$ 112,243.00

Estimated monthly payment on 5 year lease ***$2,256.08***

Disclaimer: Please call to confirm selected sections are compatible.

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

Robert C. Veals, Jr.

Digitally signed by Robert C. Veals, Jr.
Date: 2023.09.14 09:22:47 -07'00'

CXT Sales Representative Date

I accept this quote. Please process this order.

City of Wilbarger

Company Name

11/21/23

Company Representative Date

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

____ Amber Rose	____ Berry Mauve	W Buckskin	____ Cappuccino Cream
____ Charcoal Grey	____ Coca Milk	R Evergreen	____ Georgia Brick
____ Golden Beige	____ Granite Rock	____ Hunter Green	____ Java Brown
____ Liberty Tan	____ Malibu Taupe	____ Mocha Caramel	____ Natural Honey
____ Nuss Brown	____ Oatmeal Buff	____ Pueblo Gold	____ Raven Black
____ Rich Earth	____ Rosewood	____ Sage Green	____ Salsa Red
____ Sand Beige	____ Sun Bronze	____ Toasted Almond	____ Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Stone Color *(Mark option with an X.) *If option is not available, verify stone option is selected on previous page.*

____ Basalt* ____ Mountain Blend* ____ Natural Grey* ____ Romana*

Roof Texture **If option is not available, verify roof texture option is selected on previous page.*

____ Ribbed Metal*

Wall Texture(s) *(For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)*
**If option is not available, verify wall texture option is selected on previous page.*

____ Split Face Block* ____ Horizontal Lap* ____ Board & Batt* ____ Stucco*#

____ Brick*# ____ Distressed Wood*#

Stone Wall Texture *(bottom texture only) *If option is not available, verify stone option is selected on previous page.*

____ Napa Valley*# ____ River Rock*# ____ Flagstone*# ____ Stacked Rock*#

#Textures not included in CXT's quote are additional cost.

Door Opener

☑ Non-locking ADA Handle ☐ Privacy ADA Latch ☐ Pull Handle/Push Plate

Deadbolt ☐

Accessible Signage

☑ Men ☑ Women ☐ Unisex

Toilet Paper Holder

☐ 2-Roll Stainless Steel ☑ 3-Roll Stainless Steel

Notes:

Clapp Park

cxtinc.com
800.696.5766

Sourcewell Awarded Contract
Contract # 081721-CXT

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):
Remitting by check:
CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:
Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at http://www.cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

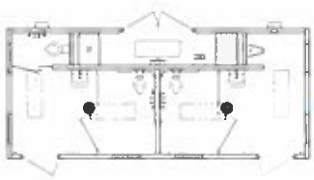
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

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- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

DAKOTA — 11' x 26'

Dakota with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.





CXT
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cxtinc.com

		Price Per Unit		
Base Price		$ 109,566.00		$ 109,566.00
Added Cost Options			Click to Select	
Final Connection to Utilities		$ 5,000.00	☐	0.00
Optional Wall Texture - *choose one* ○ Split Face Block ($5,500) ○ Custom Texture ($7,000)			Reset Wall Texture	
Optional Roof Texture ☐ Ribbed Metal		$ 5,500.00		0.00
Individual User Option		$ 24,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 3	$ 1,750.00	☑	5,250.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☑	3,000.00
Stainless Steel Urinal (each)	Qty: 1	$ 1,500.00	☑	1,500.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☑	1,400.00
Electronic Flush Valve (each)	Qty: 3	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 2	$ 1,500.00	☐	0.00
Electronic Urinal Valve (each)	Qty: 1	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 2	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 3	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 2	$ 1,600.00	☑	3,200.00
Marine Grade Skylight in Restroom (each)	Qty: 2	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 4	$ 3,300.00	☑	13,200.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☑	2,700.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☑	1,200.00
			Total for Added Cost Options:	$ 31,450.00
Custom Options: Installation Surcharge (7,825), TrilogyBatteryOp LockSyst(incl.)				$ 7,825.00
			Engineering and State Fees:	$ 4,000.00
			Estimated One-Way Transportation Costs to Site (quote):	$ 9,950.00
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 162,791.00

Sourcewell Awarded Contract

Estimated monthly payment on 5 year lease ***$3,272.10***

This price quote is good for 60 days from date below, and is accurate and complete.

Robert C. Veals, Jr. Digitally signed by Robert C. Veals, Jr. Date: 2023.09.14 09:37:39 -07'00'

CXT Sales Representative — Date

I accept this quote. Please process this order.

City of Lubbock — Company Name

11/21/23

Company Representative — Date

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

____ Amber Rose	____ Berry Mauve	W Buckskin	____ Cappuccino Cream
____ Charcoal Grey	____ Coca Milk	R Evergreen	____ Georgia Brick
____ Golden Beige	____ Granite Rock	____ Hunter Green	____ Java Brown
____ Liberty Tan	____ Malibu Taupe	____ Mocha Caramel	____ Natural Honey
____ Nuss Brown	____ Oatmeal Buff	____ Pueblo Gold	____ Raven Black
____ Rich Earth	____ Rosewood	____ Sage Green	____ Salsa Red
____ Sand Beige	____ Sun Bronze	____ Toasted Almond	____ Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Stone Color *(Mark option with an X.) *If option is not available, verify stone option is selected on previous page.*

____ Basalt* ____ Mountain Blend* ____ Natural Grey* ____ Romana*

Roof Texture **If option is not available, verify roof texture option is selected on previous page.*

____ Ribbed Metal*

Wall Texture(s) *(For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)*
**If option is not available, verify wall texture option is selected on previous page.*

____ Split Face Block* ____ Horizontal Lap* ____ Board & Batt* ____ Stucco*#

____ Brick*# ____ Distressed Wood*#

Stone Wall Texture *(bottom texture only) *If option is not available, verify stone option is selected on previous page.*

____ Napa Valley*# ____ River Rock*# ____ Flagstone*# ____ Stacked Rock*#

#Textures not included in CXT's quote are additional cost.

Door Opener

☑ Non-locking ADA Handle ☐ Privacy ADA Latch ☐ Pull Handle/Push Plate

Deadbolt ☐

Accessible Signage

☑ Men ☑ Women ☐ Unisex

Toilet Paper Holder

☐ 2-Roll Stainless Steel ☑ 3-Roll Stainless Steel

Notes:

Rodgers Park

Sourcewell Awarded Contract
Contract # 081721-CXT

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):
Remitting by check:
CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:
Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at http://www.cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

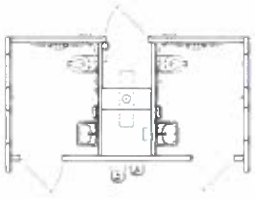
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- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

CORTEZ – 10' 3" X 17'

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.





CXT
800.696.5766
cxtinc.com

*Base Price $ 65,718.00

Optional Sections

Restroom* $65,718.00 Qty: = $0.00
Family Assist Shower/Restroom Combo* $76,680.00 Qty: = $0.00
Concession* $76,194.00 Qty: = $0.00
Shower* $79,479.00 Qty: = $0.00
Storage $60,840.00 Qty: = $0.00

Includes 4-gallon water heater.

Total for Optional Sections $ 0.00

Added Cost Options		Price per unit	Click to select	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section)- *choose one* ○ Split Face Block ($5,500) ○ Stone ($7,000)		Reset Wall Texture		0.00
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 2	$ 1,750.00	☑	3,500.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☑	3,000.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☑	1,400.00
Electronic Flush Valve (each)	Qty:	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty:	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty:	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty:	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty:	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 2	$ 1,600.00	☑	3,200.00
Marine Grade Skylight in Restroom (each)	Qty:	$ 2,450.00	☐	0.00
Marine Package (excluding fiberglass doors and frames) (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty:	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	$ 3,300.00	☑	9,900.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☑	2,700.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☑	1,200.00

Total for Added Cost Options:	$ 24,900.00
Custom Options: Install Surcharge (7,825),TrilogyBattOpLockSystem(incl.),SmartVent(Flood)DbleStackEachRestroom Qty 2 (3,850)	$ 11,675.00
Engineering and State Fees:	$ 4,000.00
Estimated One-Way Transportation Costs to Site (quote):	$ 5,950.00
Estimated Tax:	$
Total Cost per Unit Placed at Job Site:	$ 112,243.00

Estimated monthly payment on 5 year lease ***$2,256.08***

Disclaimer: Please call to confirm selected sections are compatible.

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

Robert C. Veals, Jr.
Digitally signed by Robert C. Veals, Jr.
Date: 2023.09.14 09:26:34 -07'00'

CXT Sales Representative Date

I accept this quote. Please process this order.

City of Lubbock
Company Name

11/21/23

Company Representative Date

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

____ Amber Rose	____ Berry Mauve	W Buckskin	____ Cappuccino Cream
____ Charcoal Grey	____ Coca Milk	R Evergreen	____ Georgia Brick
____ Golden Beige	____ Granite Rock	____ Hunter Green	____ Java Brown
____ Liberty Tan	____ Malibu Taupe	____ Mocha Caramel	____ Natural Honey
____ Nuss Brown	____ Oatmeal Buff	____ Pueblo Gold	____ Raven Black
____ Rich Earth	____ Rosewood	____ Sage Green	____ Salsa Red
____ Sand Beige	____ Sun Bronze	____ Toasted Almond	____ Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Stone Color *(Mark option with an X.) *If option is not available, verify stone option is selected on previous page.*

____ Basalt* ____ Mountain Blend* ____ Natural Grey* ____ Romana*

Roof Texture **If option is not available, verify roof texture option is selected on previous page.*

____ Ribbed Metal*

Wall Texture(s) *(For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)*
**If option is not available, verify wall texture option is selected on previous page.*

____ Split Face Block* ____ Horizontal Lap* ____ Board & Batt* ____ Stucco*#

____ Brick*# ____ Distressed Wood*#

Stone Wall Texture *(bottom texture only) *If option is not available, verify stone option is selected on previous page.*

____ Napa Valley*# ____ River Rock*# ____ Flagstone*# ____ Stacked Rock*#

#Textures not included in CXT's quote are additional cost.

Door Opener

☑ Non-locking ADA Handle ☐ Privacy ADA Latch ☐ Pull Handle/Push Plate

Deadbolt ☐

Accessible Signage

☑ Men ☑ Women ☐ Unisex

Toilet Paper Holder

☐ 2-Roll Stainless Steel ☑ 3-Roll Stainless Steel

Notes:

Maxey Park

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Contract 17643, with Heart and Soul Cuisine, for weekly meal services to senior citizens at adult activity centers.

Item Summary

This contract establishes food services for the Senior Meal Program providing approximately 28,000 lunches to senior citizens of Lubbock. Meals are served five days per week at four adult activity center locations.

The program provides a minimum of 33 1/3% of the Dietary Reference Index established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, where one (1) meal per day is served to seniors ages 60 or older. Monetary donations are accepted from those individuals who utilize meal services, and the recommended voluntary donation is $3 per meal, for those citizens ages 60 or older.

The Parks and Recreation Department issued a Request for Proposal for food services for the Senior Meal Program. In response to RFP 23-17643-DH, the following contractors submitted proposals:

Contractor	Cost per Meal	Total Cost
Heart and Soul Cuisine	$9	$252,000
Cafe Venture	$12	$336,000

Evaluation criteria published in the Request For Proposal include Facilities (25 points), Adequate Staffing and Means of Transport (20 points), Roles and Responsibilities (15 points), References (10 points) and Cost (30 points). The Evaluating Committee provided the following ranking of the proposals:

Contractor	Points
Heart and Soul Cuisine	95.00
Cafe Venture	89.17

Staff recommends awarding this service contract to the highest ranked proposal, Heart and Soul Cuisine of Lubbock, Texas, for $252,000.

The contract in the amount of $252,000 annually has an initial term of three years with 2, three-year renewal options.

Fiscal Impact

The City will receive reimbursement to offset meal costs through grant funding issued through the South Plains Association of Governments Area Agency on Aging. Funds are also readily available in the Parks and Recreation Senior Donations Account 84005.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution - Heart and Soul Cuisine

Contract - Heart and Soul Cuisine

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17643 for Meal Services for Senior Citizens, as per RFP 23-17643-DH, by and between the City of Lubbock and Heart and Soul Cuisine, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.ServiceContract 17643-Heart and Soul Cuisine, LLC
12.5.23

City of Lubbock
Meal Service for Senior Citizens

FOOD SERVICE CONTRACT

This contract, (the "Contract"), effective as of _____, (the "Effective Date"), is by and between the City of Lubbock, (the "City"), a Texas municipal corporation, and Heart and Soul Cuisine, LLC (the "Contractor") whose principal place of business is Lubbock, TX.

WITNESSETH

WHEREAS, the City requires a contractor to procure and prepare catered meals for the Lubbock Senior Citizen Meal Program Monday through Friday, with the exception of City-observed holidays; and

WHEREAS, the Contractor is a qualified food service contractor; and

WHEREAS, the City desires to contract with Contractor to furnish the midday meal for the Lubbock Senior Citizen Meal Program, which is offered at City senior centers; and

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Contract, the City and Contractor hereby agrees as follows:

ARTICLE I
TERMS OF CONTRACT

The contract shall be for a term of three (3) year, with the option of two (2), three (3) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract. 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. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance. 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. Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period. 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. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

ARTICLE II
COMPENSATION

Contractor shall be paid in accordance with Exhibit A, attached hereto, and made a part of this Contract.

ARTICLE III
TERMINATION

A. **Termination Without Cause.** Either party may terminate this Contract at any time upon ninety (90) days' prior written notice to the other of the intention to terminate this Contract.

B. **Termination for Cause.** In the event either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. In the event the Cause is remedied within ten (10) days in the case of failure to make payment when due or ninety (90) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, this Agreement shall terminate upon the expiration of such remedy period. The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

A. **Existence.** Contractor is 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. **Power.** Contractor has the power to enter into and perform this Contract and all other activities contemplated hereby.

C. **Authorization.** Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by the Contractor. This Contract constitutes legal, valid, and binding obligations of the Contractor and is enforceable in accordance with the terms thereof.

D. **Contractor.** Contractor maintains a professional staff and employs, as needed, other qualified specialists experienced in furnishing meals, and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.

E. **Performance.** Contractor will and shall conduct all activities contemplated by this Contract in a good and workmanlike manner and comply with all laws, rules, and regulations, both state and federal, relating to furnishing meals, as contemplated hereby. If any of the activities of the Contractor, or omissions of the activities required herein, shall cause, in whole or in part, liability or loss on the party of the City, it shall be deemed that the Contractor did not perform said activities (or omitted the performance of said activities) in a good and workmanlike manner.

ARTICLE V
SCOPE OF WORK

A. **General.** Contractor shall furnish a midday meal Monday through Friday throughout the year except on designated holidays, as requested by City, for the Lubbock Senior Citizens Meal Program. The Contractor is responsible for cooking and transporting meals to the City of Lubbock senior centers. Contractor is not required to serve the meal after delivery of the meals at each site.

Currently, senior meals are being served at the following sites: Lubbock Adult Activity Center, Rawlings Community Center, Simmons Adult Activity Center and Trejo Supercenter. The Contractor will be responsible for picking up the Contractor's serving pans on the next delivery day from the meal sites to be cleaned by the Contractor. Three complete sets of pans will be used on a rotating basis so that a separate trip to pick up the pans will not be necessary. City will notify Contractor by 3:00 p.m. each day how many meals for each location are required for the following day.

The Contractor shall maintain food service, preparation, and storage areas in a sanitary condition at all times, employ and train food service employees for said facility, use standard food cost control methods, furnish supervisory personnel in setting up and maintaining the facilities operation at a high standard, do all buying and record-keeping, including payrolls.

C. **Meal Schedule.** Lunch shall be served at 12:00 Noon at all sites. The midday meal shall be provided Monday through Friday, with the exception of designated holidays. Contractor will have meals ready by approximately 10:00 a.m. to ensure timely delivery to the meal sites at least 30 minutes before serving time.

D. **Food and Quality Standards.**

1. All foods shall be prepared from Standardized Menus and Recipes as provided to the Contractor from the City to ensure consistent quality and to meet grant requirements. These requirements ensure the provision of safe and nutritious meals that comply with the most recent Dietary Guidelines for Americans (DGA) jointly issued and updated every five years by the United States Department of Agriculture (USDA) and Health and Human Services (HHS). These menus and recipes provide to each eligible individual a minimum of 33 1/3% of the Dietary Reference Index established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences where one meal per day is served. The Standardized Menus and Recipes have been received by the City from the South Plains Association of Governments (SPAG) and have been approved by the Licensed Dietitian for the South Plains Area Agency on Aging.

2. Meals shall consist of the specified menu quantities from the SPAG approved menu. No substitutions are allowed.

3. Contractor shall provide disposable eating utensils and service ware including plates, bowls (for soups and stews as needed) and plastic service ware to include forks, spoons and knifes. "Sporks" and other fork/spoon combinations shall not be allowed.

4. Contractor shall provide butter or margarine, condiments and salad dressings suitable for elderly consumers and as specified by the SPAG menus and recipes where applicable.

5. Contractor shall use pan liners in the serving pans for any hot, baked food items. Cold items or unbaked hot items do not need pan liners.

6. Contractor shall ensure that meals are at the proper temperature when loaded into transport to the meal sites and upon arrival at each site. Hot food shall be at least 135 degrees Fahrenheit or higher, cold food at least 41 degrees Fahrenheit or lower and frozen food is to be at 32 degrees Fahrenheit or lower. Proper transport equipment shall be used to maintain the necessary holding temperatures.

7. Food used in the preparation of meals shall meet the following minimum standards.

a. Canned fruits shall be USDA Grade A or Fancy.
b. Fresh fruit and vegetables shall be U.S. Fancy, U.S. No. 1 or better.
c. Eggs and dairy products shall be USDA Grade A or better.
d. Pork shall be No. 1 and tender with a minimum of fat.
e. Poultry shall be USDA Grade A.
f. Ground beef shall be lean USDA Grade Utility or better.
g. One ½ pint of 2% low-fat milk shall be served with each meal.
h. No salt or pepper shall be added to the food during preparation unless otherwise noted in the approved recipe. Iodized salt shall be available and black pepper for seasoning during food consumption. Seasonings in addition to those listed in the approved recipes shall be approved by the SPAG Licensed Dietitian.
i. Contractor shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.

8. Contractor shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor and taste. Specifications to certify the above mentioned minimum quality standards shall be on file in Contractor's kitchen for review by City. The City shall work with the Contractor to provide feedback on issues related to patrons' response to the meals.

E. **Inspection.** City may inspect the food service facilities, at any time, to determine compliance with this Contract. City may, at the Contractor's expense, have food analyzed at a laboratory to determine compliance with specifications. In the event food analyzed is determined to be in compliance with specifications the City shall reimburse Contractor for the laboratory expenses.

F. **Menu.**

1. Standardized Weekly Menus and Recipes will be provided to the Contractor by the City to meet the most recent Dietary Guidelines for Americans (DGA) jointly issued and updated every five years by the United States Department of Agriculture (USDA) and Health and Human Services (HHS) for individuals aged 60 or above.

2. Each monthly calendar menu cycle shall be submitted to the Contractor by the City not less than fifteen days (15) days prior to implementation. Any issues the Contractor may have with the menus should be discussed with the City upon receipt of the monthly menu schedule.

3. All meals shall be served as planned. No individual item substitutions are allowed by SPAG. Meals that do not follow the provided recipes or that are missing menu components, thereby making the meals non-compliant and not reimbursable by SPAG, may be reimbursed at a lower rate based on the following:
Entree – 65% off rate per meal.
Side, bread or dessert – 25% off per each item off the rate per meal.

ARTICLE VI
CONTRACTOR COVENANTS

A. To conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance;

B. To guarantee the quality, safety and wholesomeness of all food served not withstanding any inspections or supervision by the City of Lubbock Health Department. All food service areas regardless of use shall at all times be accessible and subject to inspection by the City. Said persons may sample any food served for any meal. Food determined to be unsatisfactory shall not be served.

C. To provide any equipment, vehicles, labor, and any other materials not provided by the City necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of their own equipment, vehicles, and the availability, presences and supervision of their employees.

D. To be responsible for delivering the meals to the meal sites: Lubbock Adult Activity Center, Rawlings Community Center, Simmons Adult Activity Center and Trejo Supercenter; and for picking up serving pans for cleaning. Three complete sets of pans may be used on a rotating basis so that a separate trip to pick up the pans will not be necessary. At the beginning of the contract, the City may provide additional pan to the Contractor if needed. At the termination of the contract, the same number of pans provided will be returned to the City by the Contractor.

E. To agree not to use any subcontractor to fulfill any items or conditions of the contract without prior written consent of the City.

F. To maintain in a condition satisfactory to the City and to adhere to the highest standards of cleanliness practices to ensure continuous sanitation in all functions and matters related to the food service program.

G. To obtain a City of Lubbock Health Department Food permit and keep at least one person on site at all times with a current food handling certification.

H. To wash, rinse, and sanitize all pots, pans, dishes, utensils, and other service equipment in accordance with the City of Lubbock Health Department regulations.

I. To maintain all food service equipment, carts, surfaces, storage areas, and all other areas associated with food service in a manner and conditions of sanitation permissible under the regulations of the City Health Department.

J. To be responsible for the repair and replacement of any damages to public or private property during the term of the contract and caused by the Contractor or the Contractor's representative.

K. To employ, train, and supervise all employees and management, as necessary to efficiently perform the foregoing services and functions. Employees involved with servicing this contract shall have passed the basic Food Handlers Certification and a copy shall be provided to the City, including but not limited to drivers, cooks and kitchen staff.

ARTICLE VII
CITY COVENANTS

A. City shall be responsible for serving all meals to its patrons.

B. City will fax or email the Contractor by 3:00 p.m. each day how many meals are required for each location for the following serving day.

ARTICLE VIII
INSURANCE

A. **General.** Contractor shall procure and carry, at its sole cost and expense through the life of this Contract insurance protection hereinafter specified, in form and substance satisfactory to the City. City must approve all policies prior to the commencement of any activities whether performed by the Contractor, subcontractor, agents, or third parties. The insurance carrier must be an insurance company authorized to transact business in the State of Texas and have a Best's Financial rating of A: VII. A Certificate of Insurance specifying each and all coverage shall be submitted to City prior to the execution of this Contract. Written notice of cancellation or will be provided thirty (30) days in advance of cancellation.

B. **Required Coverage.** Contractor shall obtain and maintain policies of insurance throughout the Contract term in limits specified below.

1. Workers' Compensation and Employers Liability Insurance: $1,000,000
   Contractor shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of this Lease and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the Contractor shall be a material breach of this contract. The contractor may maintain Occupational Accident and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock Workers' Compensation.

   Employer's Liability with limits of at least $500,000 each accident, $500,000 by disease policy limit, and $500,000 by disease each employee shall also be obtained and maintained throughout the term of this Lease.

2. General Liability:
   Contractor's insurance shall contain broad form contractual liability with a combined single limit of a minimum of $1,000,000 each occurrence and $2,000,000 aggregate in the aggregate and shall include the following: Bodily Injury and Property Damage; Broad Form Contractual Liability; Personal Injury and Advertising Injury; Fire legal liability; and Products and completed operations.

3. Business Automobile Liability:
   Contractor's insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for but not limited to the following: Bodily injury and property damage; and any and all vehicles owned, used or hired.

4. Other Insurance Requirements:
   Contractor's general liability insurance policies through policy endorsement must include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. The certificate of insurance

described below must reflect that the above wording is included in evidenced policies. All policies must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

C. **Cooperation on Claims.** City agrees to provide immediate written notice to Contractor of all losses or claims for which it will seek indemnity from Contractor under this agreement. City agrees not to incur any cost or expense without the approval of Contractor and further agrees to fully cooperate with Contractor in the investigation, defense and settlement of such claims.

D. **Subcontractors.** The Contractor shall require each subcontractor with whom it contracts to provide activities as contemplated by this Contract, to obtain proof of insurance coverage as set forth herein, and to provide to Contractor, prior to such person performing any such activities, a Certificate of Insurance establishing such coverage.

ARTICLE IX
INDEMNITY

To the extent allowable by the laws of the State of Texas, Contractor and City shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorney's fees and court costs which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in the performance of its obligations under the Contract. The obligations in this section are intended to be within the limits of liability found in the Texas Tort Claims Act. This clause shall survive termination of the Contract.

ARTICLE X
INDEPENDENT CONTRACTOR STATUS

Contractor and City agree that Contractor shall perform the duties under this Contract as an independent contractor. The Contractor has the sole discretion to determine the manner in which the services are to be performed.

ARTICLE XI
EMPLOYMENT OF AGENTS

Contractor may employ or retain agents, consultants, contractors, or third parties, to perform certain duties of Contractor under this Contract provided that Contractor is in no event relieved of any obligation under this Contract. Any such agents, contractors, or third parties retained and/or employed by Contractor shall be required to carry, for the protection and benefit of the City and Contractor and naming said third parties as additional insured, insurance as described in Article VI Insurance of this Contract.

ARTICLE XII
COMPLIANCE WITH APPLICABLE LAWS

Contractor 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 Contract, and any amendments thereto.

ARTICLE XIII
CONFIDENTIALITY

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.

ARTICLE XIV
NOTICE

A. **General.** Whenever notice from Contractor to City or City to Contractor is required or permitted by this Contract 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, (2) or other reasonable means (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. **Contractor's Address.** Contractor's address and numbers for the purpose of notice are:

Name: Heart and Soul Cuisine, LLC
Attn: Jessica Murray
Address: PO Box 64545
City, State, Zip: Lubbock, Texas 79464
Telephone: 806-341-6492

C. **City's Address.**

City of Lubbock
Community Recreation
P.O. Box 2000
1314 Avenue, 3rd Floor
Lubbock, TX 79457
Telephone: (806) 775-2673

D. **Change of Address.** Either party may change its address or numbers for purposes of notice by giving written notice to the other party, referring specifically to this Contract, 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 XV
PURCHASING/INVENTORY

Heart and Soul Cuisine, LLC shall purchase and pay for all food, supplies and services utilized for the food services to be provided by the **Heart and Soul Cuisine, LLC** under this Contract.

ARTICLE XVI
MISCELLANEOUS

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

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

C. **Records.** Contractor shall maintain records that are necessary to substantiate the services provided by the Contractor.

D. **Assignability.** This Agreement may not be assigned by either party without the written consent of the other party, except that Contractor may, without prior approval and without exoneration of any of its responsibilities, assign this Agreement to any affiliate or wholly-owned subsidiary.

E. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any of the Parties fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the governing body of any of the Parties fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to that Party and the Party shall then have no further obligation to the any other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, any other Party's sole and exclusive remedy shall be to terminate this Agreement.

F. **Successor and Assigns.** This Contract binds and inures to the benefit of the City, Contractor, and their respective successors, legal representatives, and assigns.

G. **Construction and Venue.** THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

H. **Severability.** If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Contract 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.

I. **Amendment.** No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly executed by the Contractor and City.

J. **Entire Agreement.** This Contract, including Exhibits A and B, hereto, contains the Entire Contract between the City and Contractor, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

K. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.

L. **No Personal Liability.** Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.

M. **No Joint Enterprise.** This Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.

N. **Sovereign Immunity Acknowledged and Retained.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.

O. **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, the former shall control.

P **Assigning or subletting the contract** The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

Q. **House Bill 2015** House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified (Texas Government Code Section 2155.001).

R. **Senate Bill 252.** SB 252 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.

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. **Prohibition On Contracts With Companies Boycotting Israel** 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.

U. **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.

V. **Energy Companies:** Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 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.

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

X. **Indemnify**. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons

or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

------INTENTIONALLY LEFT BLANK-------

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Colby VanGundy, Director of Parks and Recreation

APPROVED AS TO FORM:

Rachel Foster, Assistant City Attorney

CONTRACTOR

BY:

Authorized Representative

Jessica Murray

Print Name

[illegible] Woodrow

Address

Lubbock, TX 79424

City, State, Zip Code

EXHIBIT A
COMPENSATION

Contractor shall provide an estimated 28,000 meals during the initial term of the Contract for:

$ 9.00 per meal, including delivery.

A. Billing. No later than fifteen (15) days after the end of each Accounting period, Contractor shall submit to City an invoice for amounts due. City shall pay the invoiced amount within thirty (30) days after the invoice date and shall pay interest on any amount not paid when due at the rate of one and one-half percent (1.5%) each month from due date until paid.

B. Accounting Periods. "Accounting Periods" shall be designated by the Contractor as either two consecutive calendar weeks or twenty-six (26) accounting periods or as two times per month or twenty-four (24) accounting periods or as one time per month or twelve (12) accounting periods.

Subject: Catering Proposal Pricing Bid for Senior Meal Program

Dear Honorable Mayor and City Council,

We appreciate the opportunity to present our catering services for your upcoming opportunity. Our team has carefully crafted a pricing bid tailored to your specific requirements.

**Pricing Details for Meal Charge and Transportation Charge: **

1. **Per-Person Pricing- The pricing is structured on a per-person basis, taking into account the estimated number of guests you provided. This ensures a clear understanding of the overall cost based on attendance given the Sunday before the following week.

2. **Labor Costs- the cost of skilled professionals who will be dedicated to the successful execution of the project. This will ensure a team of experienced and qualified individuals to meet the expectations.

3. **Food Costs-The pricing is structured to have flexibility to be able to take the ups and downs of the commodity market.

4. **Transport of the prepared food Costs- This would cover the fluctuation in the costs of labor, licensing and insurance, gas, and wear and tear of vehicle.

Meal charge: $7.00 per meal/person

Transportation charge: $2.00 per meal/person

Total cost per meal/person: $9.00 per meal/person

Next Steps:

We are available to discuss any aspects of the pricing bid in further detail and to address any specific requests or modifications you may have. Your satisfaction is our priority, and we are committed to delivering a reliable and efficient catering experience for Senior Meal Program. Thank you for considering Heart and Soul Catering for this opportunity. We look forward to contributing to the success of the Senior meal program.

Best regards,

Jessica Murray

Owner

Heart and Soul Cuisine

Jessica@heartandsoullbk.com

8063416492

II. GENERAL REQUIREMENTS

1 INTENT

1.1 The City of Lubbock (hereinafter called "City") is seeking proposals from a private company, corporation or individual, (hereinafter called "Contractor") to furnish a hot midday meal (lunch) Monday through Friday throughout the year, except for City-observed holidays, for the Senior Citizen's Meals program. The Contractor is responsible for cooking the meals at their facility and transporting the meals up to five centers. The Contractor is not required to serve the meal after delivery of the meals at each site.

1.2 The intent of this request is to furnish hot meals that comply with the most recent Dietary Guidelines for Americans (DGA) jointly issued and updated every five years by the United States Department of Agriculture (USDA) and Health and Human Services (HHS). The meals shall provide to each eligible individual a minimum of 33 1/3% of the Dietary Reference Index established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences where one meal per day is served to people ages 60 or older using recipes and servings as supplied to the Contractor for up to five senior centers participating in the Senior Citizen's Meals program.

2 SCOPE OF WORK

2.1 Proposal

2.1.1 The Offeror must submit a proposal for providing for the procurement, preparation and delivery of a hot midday meal (lunch) five days a week for up to five centers. (*Serving approximately 80 - 120 meals total daily to five centers or approximately 28,000 per year*)

2.1.2 Meals per day are ONLY an approximate number and can be impacted by weather conditions, seasons, holidays, and special events, etc.

2.2 Responsibility

2.2.1 The Contractor is responsible for cooking the midday meals at their facility for up to five City of Lubbock senior lunch sites and shall be responsible for delivering the meals to these sites located within Lubbock city limits.

2.2.2 The Contractor is responsible for picking up serving pans upon the next serving day for cleaning. Several sets of pans will be used on a rotating basis so that a separate trip to pick up the pans will not be necessary.

2.2.3 The City will notify Contractor by 3:00 p.m. Sunday to confirm counts for each location for the following week.

2.2.4 The Contractor shall maintain food service, preparation, and storage areas in a sanitary condition at all times. The Contractor shall maintain the delivery

vehicle(s) in good working order at all times. The Contractor will employ and train food service employees for said facility and use standard food cost control methods, furnish supervisory personnel in setting up and maintaining the facilities operation at a high standard. The Contractor will do all buying and record-keeping, including payrolls.

2.2.5 Lunch shall be served at 12:00 p.m. at all sites. The midday meal shall be provided Monday through Friday, with the exception of designated City holidays. Contractor will have meals ready at an agreed upon time by approximately 10:00 a.m. to ensure timely delivery to the senior centers at least 30 minutes before serving time.

2.3 Food and Quality Standards

2.3.2 All foods shall be prepared from Standardized Menus and Recipes as provided to the Contractor from the City to ensure consistent quality and to meet grant requirements. These requirements ensure the provision of safe and nutritious meals that comply with the most recent Dietary Guidelines for Americans (DGA) jointly issued and updated every five years by the United States Department of Agriculture (USDA) and Health and Human Services (HHS). These menus and recipes provide to each eligible individual a minimum of 33 1/3% of the Dietary Reference Index established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences where one meal per day is served. The Standardized Menus and Recipes have been received by the City from the South Plains Association of Governments (SPAG) and have been approved by the Licensed Dietitian for the South Plains Area Agency on Aging.

2.3.3 Meals shall consist of the specified menu quantities from the SPAG approved menu. No substitutions are allowed.

2.3.4 The Contractor shall provide disposable eating utensils and service ware including plates, bowls (for soups and stews as needed), and plastic service ware to include forks, spoons and knifes. "Sporks" and other fork/spoon combinations will not be allowed.

2.3.5 The Contractor shall provide butter or margarine, condiments and salad dressings suitable for elderly consumers and as specified by the SPAG menus and recipes where applicable.

2.3.6 The Contractor shall use pan liners in the serving pans for any hot, baked food items. Cold items or unbaked hot items do not need pan liners.

2.3.7 The Contractor shall ensure that meals are at the proper temperature when loaded for transportation to meal sites and upon arrival at each site. Hot food shall be at least 135 degrees Fahrenheit or higher, cold food at least 41 degrees Fahrenheit or lower and frozen food is to be at 32 degrees Fahrenheit or lower. Proper transportation equipment shall be used to maintain the necessary holding temperatures.

2.3.8 Food used in the preparation of meals shall meet the following minimum standards.

2.3.8.1 Canned fruits shall be USDA Grade A or Fancy.
2.3.8.2 Fresh fruit and vegetables shall be U.S. Fancy, U.S. No. 1 or better.
2.3.8.3 Eggs and dairy products shall be USDA Grade A or better.
2.3.8.4 Pork shall be No. 1 and tender with a minimum of fat.
2.3.8.5 One ½ pint of 2% low-fat milk shall be served with each meal.
2.3.8.6 Poultry shall be USDA Grade A.
2.3.8.7 Ground beef shall be lean USDA Grade Utility or better.
2.3.8.8 No salt or pepper shall be added to the food during preparation unless specified in the recipe. Iodized salt and black pepper shall be available for seasoning during food consumption. Seasonings in addition to those listed in the approved recipes must be approved by a SPAG Licensed Dietitian.
2.3.8.9 The Contractor shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.

2.3.9 The Contractor shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor and taste. Specifications to certify the above mentioned minimum quality standards shall be on file in Contractor's kitchen for review by City. The City shall work with the Contractor to provide feedback on issues related to patrons' response to the meals.

2.4 Inspections

2.4.1 The City may inspect the food service facilities and delivery vehicles, at any time, to determine compliance with this Contract. The City may, at the Contractor's expense, have food analyzed at a laboratory to determine compliance with specifications. In the event food analyzed is determined to be in compliance with specifications the City shall reimburse Contractor for the laboratory expenses.

2.5 Menu

2.5.1 Standardized Weekly Menus and Recipes will be provided to the Contractor by the City to meet the most recent Dietary Guidelines for Americans (DGA) jointly issued and updated every five years by the United States Department of Agriculture (USDA) and Health and Human Services (HHS) for individuals aged 60 or above.

2.5.2 Each monthly calendar menu cycle shall be submitted to the Contractor by the City no less than fifteen days (15) days prior to implementation. Any issues the

Contractor may have with the menus should be discussed with the City upon receipt of the monthly menu schedule.

2.5.3 All meals shall be served as planned. No individual item substitutions are allowed by SPAG. Meals that do not follow the provided recipes or that are missing menu components, thereby making the meals non-compliant and not reimbursable by SPAG, may be reimbursed at a lower rate based on the following:

Entree – 65% off rate per meal.
Side, bread or dessert – 25% off per each item off the rate per meal.

2.6 Food Prep

2.6.1 The Contractor will be responsible for preparation of all food items according to the recipes and standards provided by the City and will provide all personnel necessary for the complete operation of the food service operations and delivery of meals to the designated meal sites.

2.7 Complications

2.7.1 The Contractor will be required to notify a City representative if any complications arise in the facility or with the equipment.

3 OFFERER INFORMATION

3.1 The Offeror shall submit the following information with their proposal.

3.1.1 Name and address of operating company or individual.

3.1.2 Experience in food service operations.

3.1.3 A minimum of three business references including names, addresses, and telephone numbers. Do not use the City of Lubbock or its employees as a reference.

3.1.4 Description of the types and amounts of insurance to be carried by the Contractor.

3.1.5 Description of proposed hours of operation Monday through Friday.

3.1.6 Other information relevant to Offeror's experience and capabilities in procurement and meal preparations in a food service operation.

4 INSPECTION OF PREMISES

4.1 Food

4.1.1 The Contractor guarantees the quality, safety and wholesomeness of all food served not withstanding any inspections or supervision by the City of Lubbock Health Department.

4.2 Preparation and Serving Areas

4.2.1 All food service areas regardless of use, shall at all times be accessible and subject to inspection by the City. Said persons may sample any food served for any meal. Food determined to be unsatisfactory shall not be served.

4.2.2 The Contractor shall provide any utensils, serving trays, pots and pans, equipment, labor, fuel, and any other materials not provided by the City necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of their own equipment and the availability, presences and supervision of their employees.

5 METHOD OF OPERATION

5.1 The Contractor's personnel shall conduct all operations described in these specifications and the expense of all such operations shall be the Contractor's.

5.1.1 The Contractor shall provide the preparation site and any equipment, labor, fuel and any other materials not provided by the City necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of their own equipment and facility, and the availability, presence and supervision of their employees.

5.1.2 There shall be no subcontractor used by the Contractor to fulfill any items or conditions of the Contract without prior written consent of the City.

6 EQUIPMENT AND FACILITY MAINTENANCE AND SANITATION

6.1 The premises, equipment and facilities shall be maintained by the Contractor in a condition satisfactory to the City and shall adhere to the highest standards of cleanliness and sanitary practices to ensure continuous sanitation in all functions and matters related to the food service program.

6.1.1 The Contractor will ensure that their facility does not have problems of insect and pest control in all food service, production, and storage areas.

6.1.2 All pots, pans, dishes, utensils, and other service equipment shall be washed, rinsed, and sanitized in accordance with the City of Lubbock's Health Department regulations.

6.1.3 All food service equipment, carts, surfaces, storage areas, and all other areas associated with food service shall be maintained by the Contractor in a manner and condition of sanitation permissible under the regulations of the City of Lubbock's Health Department.

6.1.4 The Contractor is to provide a monthly sanitation report in accordance with the City of Lubbock's Health Department regulations, due on the first business day of each month, to the City, outlining the condition and sanitation level of all major food service equipment.

7 RECORDS

7.1 The Contractor shall keep complete and adequate records satisfactory to the City with regard to preparation and food quality as it relates to the adherence to the Food and Quality Standards as outlined for this program.

8 CONTRACTOR PERSONNEL

8.1 The Contractor shall employ, train, and supervise all employees and management, as necessary to efficiently perform the foregoing services and functions. Employees involved with servicing this contract shall have passed the basic Food Handlers Certification and a copy shall be provided to the City, including but not limited to drivers, cooks and kitchen staff.

8.2 Contractor will provide an adequate number of personnel in their facility to properly service this program Monday through Friday, except City holidays.

9 INSURANCE

9.1 Please refer to Item 32 Insurance Requirements in the Proposal Overview for specific requirements.

10 MISCELLANEOUS

10.1 By Acceptance of the Contract, the successful Contractor shall warrant that they are familiar with and understands all provisions herein and shall warrant that they shall comply with them.

10.2 A failure to adhere to the general provisions of the Contract by the Contractor shall be deemed a material breach.

10.3 The City and the Contractor each binds himself or herself, his or her successors, assigns and legal representative to the other party hereto, in respect of all covenants, agreements and obligations contained in the Contract Documents.

EXHIBIT B
OFFICIAL CITY HOLIDAYS

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve
Christmas Day

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001806, with Granicus, for the renewal of GovQA software used by the public to submit Open Records Requests to the City.

Item Summary

The purchase from Ganicus is for the GovQA renewal for the Public Records Solution software subscription for Open Records Management. The software subscription includes the Freedom of Information Act (FOIA) Module, Fortress Hosting, Invoicing Module, Payments Module, and Redaction Licenses.

The purchase is made available through the National Cooperative Purchasing Alliance, Contract # 01-115.

Fiscal Impact

The purchase amount of $54,435.94 for the GovQA renewal for 2024-25 is budgeted in the Information Technology Software as a Service Account, in the Information Technology Operating Budget.

The future year renewals are $57,157.74 for 2025-26 and $60,015.62 for 2026-27, and will be budgeted in the Information Technology Operating Budget for each year.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
James C. Brown, Chief Information Officer

Attachments

Granicus Resolution
Granicus PO 33001806

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33001806 by and between the City of Lubbock and Granicus for Public Records Solution Software Subscription, through the National Cooperative Purchasing Alliance Contract 01-115, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Granicus-PurchaseOrd
November 21, 2023

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 11/21/2023
Order Number 33001806 000 OP
Branch/Plant 3410

TO: GRANICUS
DEPT CH-BOX 19634
PALATINE IL 60055-9634

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 11/21/2023 Freight .
Requested 11/21/2023 Taken By YBUSBY
Delivery Per J Zhine / Req # 61018 PUR 17763/Quote#Q-308459/NCPA 01-115

If you have any questions contact Jay Zhine: JZhine@mylubbock.us Phone 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
GovQA FOIA Module NonEntrprise	1.000	54,435.9400	EA	54,435.94	12/27/2023
Annual 01/24/24-01/23/25					
Fortress-CJIS HIPAA Compliant	1.000		EA		12/27/2023
Legacy -Annual 1/24/24-1/23/25					
Invoicing Module	1.000		EA		12/27/2023
Annual 01/24/24-01/23/25					
Payments Module	1.000		EA		12/27/2023
Annual 01/24/24-01/23/25					
Redaction Lic per Named User	5.000		EA		12/27/2023
Annual 01/24/24-01/23/25					

Total Order

Terms NET DUE ON RECEIPT 54,435.94

This purchase order encumbers funds in the amount of $54,435.94 awarded to Granicus of Palatine, IL, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated November 10, 2023, from Granicus of Palatine, IL, and National Cooperative Purchasing Alliance Contract 01-115.

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 11/21/2023
Order Number 33001806 000 OP
Branch/Plant 3410

TO: GRANICUS
DEPT CH-BOX 19634
PALATINE IL 60055-9634

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 11/21/2023 Freight .
Requested 11/21/2023 Taken By YBUSBY
Delivery Per J Zhine / Req # 61018 Quote#Q-308459/NCPA 01-115

INSURANCE REQUIRED:

Commercial General Liability: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).	**Technology Errors and Omissions Requirements:** $1M of coverage is needed. **Cyber Liability Requirements:** $1M of coverage is needed for Cyber Liability.

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

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

Procurement Vehicle: NCPA (01-115)
In Support of: Lubbock TX

ORDER DETAILS

Prepared By:	Justine Torres
Phone:	
Email:	justine.torres@granicus.com
Order #:	Q-308459
Prepared On:	10 Nov 2023
Expires On:	23 Jan 2024

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	23 Jan 2024
Initial Order Term End Date:	23 Jan 2027
Period of Performance:	24 Jan 2024 - 23 Jan 2025

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
FOIA Module Non Enterprise	Annual	1 Each	$54,435.94
Fortress Hosting	Annual	1 Each	$0.00
Invoicing Module	Annual	1 Each	$0.00
Payments Module	Annual	1 Each	$0.00
Redaction License (per named user)	Annual	5 Each	$0.00
		SUBTOTAL:	**$54,435.94**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	24 Jan 2025 - 23 Jan 2026	24 Jan 2026 - 23 Jan 2027
FOIA Module Non Enterprise	$57,157.74	$60,015.62
Fortress Hosting	$0.00	$0.00
Invoicing Module	$0.00	$0.00
Payments Module	$0.00	$0.00
Redaction License (per named user)	$0.00	$0.00
SUBTOTAL:	**$57,157.74**	**$60,015.62**

PRODUCT DESCRIPTIONS

Solution	Description
FOIA Module Non Enterprise	FOIA Module Non Enterprise
Fortress Hosting	Legacy - Fortress Hosting
Invoicing Module	Invoicing Module
Payments Module	Payments Module
Redaction License (per named user)	Redaction License (per named user)

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-308459 dated 10 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lubbock TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and Conditions of the Agreement 01-115 effective 08 DEC 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-308459 dated 10 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

IN WITNESS WHEREOF, Granicus and Customer have executed this SO as of the date set forth above.

Lubbock TX	
Signature:	
Name:	Tray Payne
Title:	Mayor
Date:	

Information

Agenda Item

Resolutions - Fleet Services: Consider two resolutions authorizing the Mayor to execute Contract 17733, with Big Rakk Industries, L.L.C., and Contract 17664 with South Plains Implement, Ltd., for the maintenance and repair of the City's farm implement and construction equipment.

Item Summary

An Invitation to Bid (ITB) was issued to request bids from vendors to provide maintenance and repair to the City's farm implement and construction equipment.

In response to ITB 24-17664-SB, the following 2 bids were received and opened on Tuesday, November 7, 2023.

Category #1: Off Road Equipment

LINE ITEM	DESCRIPTION	Quantity	Unit of Measurement	Big Rakk Industries	South Plains Implement
1-1	Labor rate per hour (Increments of full, half, & 1/4 hours)	1	Hourly	$150.00	$152.50
1-2	% Markup above/ below parts	0	Percentage	$0.40	No Bid
1-3	Pickup & Delivery Round Trip	1	Roundtrip Charge	No Bid	$4.25
1-4	Roundtrip Tow Service Charge	1	Roundtrip Charge	No Bid	No Bid
1-5	Service Call Fee	1	Service Call Fee	$93.50	$167.50
1-6	Mileage Fee	1	Charge per mile	$2.48	$2.25

Category #2: Trailers

LINE ITEM	DESCRIPTION	Quantity	Unit of Measurement	Big Rakk Industries	South Plains Implement
1-1	Labor rate per hour (Increments of full, half, & 1/4 hours)	1	Hourly	$150.00	No Bid
1-2	% Markup above/ below parts	0	Percentage	$0.40	No Bid
1-3	Pickup & Delivery Round Trip	1	Roundtrip Charge	No Bid	No Bid
1-4	Roundtrip Tow Service Charge	1	Roundtrip Charge	No Bid	No Bid
1-5	Service Call Fee	1	Service Call Fee	$93.50	No Bid
1-6	Mileage Fee	1	Charge per mile	$2.48	No Bid

Category #3: Forklifts

LINE ITEM	DESCRIPTION	Quantity	Unit of Measurement	Big Rakk Industries	South Plains Implement
1-1	Labor rate per hour (Increments of full, half, & 1/4 hours)	1	Hourly	$150.00	No Bid
1-2	% Markup above/ below parts	0	Percentage	$0.40	No Bid
1-3	Pickup & Delivery Round Trip	1	Roundtrip Charge	No Bid	No Bid

1-4	Roundtrip Tow Service Charge	1	Roundtrip Charge	No Bid	No Bid
1-5	Service Call Fee	1	Service Call Fee	$93.50	No Bid
1-6	Mileage Fee	1	Charge per Mile	$2.48	No Bid

The Fleet Operations Staff recommends awarding contracts to both the vendors, Big Rakk Industries, L.L.C., and South Plains Implement, Ltd., to ensure proper coverage for repair of the City's farm implement and construction equipment.

The contracts will be for a term of one year with 2, one-year extensions, with the term beginning on the date of 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

The Fleet Operations Staff estimates an annual expense of $250,000 for the Maintenance & Repair of the City's Farm Implement and Construction Equipment, and this expense is funded in the Fleet Vehicle Maintenance Account of the FY 2023-24 Fleet Services Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution Big Rakk Industries, LLC
Contract Big Rakk Industries LLC
Resolution South Plains Implement Ltd.
Contract South Plains Implement Ltd.
Bid Tabulation Sheet
Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17733 for Maintenance and Repair on Farm Implement and Construction Equipment, as per ITB 24-17664-SB, by and between the City of Lubbock and Big Rakk Industries, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster
Rachael Foster, Assistant City Attorney

ccdocsII/RES.ServiceContract 17733-Big Rakk Industries, LLC
12.4.23

City of Lubbock
Contract for
ITB 24-17664-SB
Maintenance and Repair on Farm Implement and Construction Equipment

THIS CONTRACT made and entered into this ___ day of _____, **2023**, by and between the City of Lubbock ("City"), and **Big Rakk Industries, LLC**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Maintenance and Repair on Farm Implement and Construction Equipment** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Maintenance and Repair on Farm Implement and Construction Equipment.**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Maintenance and Repair on Farm Implement and Construction Equipment**, and more specifically referred to as **Categories 1 through 3** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automobile Liability Requirements: $1M/occurrence is needed

Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.. Employer Liability ($1M) is required with Workers Compensation.

Garage Liablity Requirements: No less than $2,000,000 combined single limit

Garagekeepers Legal Liability Requirements: No less than $1,000,000 per location

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* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

* Carriers must meet an A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services

to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

    Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 24-17664-SB, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY Kristina Miller
Authorized Representative

Kristina Miller
Print Name

10609 PR 1320
Address

Wolfforth, TX 79382
City, State, Zip Code

City of Lubbock, TX
1TB 24-17664-SB
Maintenance and Repair on
Farm Implement and Construction Equipment

Scope of Work/ Specifications

I. Introduction, Purpose and Intent

The intent of this Invitation for Bid (hereinafter referred to as ITB) is to solicit qualified vendors to enter a contract with the City of Lubbock (hereinafter referred to as The City) to provide maintenance and repair to farm implement and construction equipment. The City is seeking to contract with one or more Vendors, if it is in the best interest of the City.

II. Scope of Services

The awarded vendor shall furnish and supply all insurance, labor, personnel, service, supervision, administration, documentation, reports, management, equipment, tools and materials necessary to provided 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.

Vendor shall have been in the preventative maintenance and repairs business for a minimum of three (3) consecutive years and familiar with the specified requirements and methods needed for proper performance of this contract.

Service Hours: All services performed under this contract will be conducted during normal business hours (Monday through Friday, 7:00 a.m. - 4:30 p.m.), excluding City Holidays.

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 24 months.

III. General Requirements

In addition to the General Requirements, the Scope of Services shall include, but not be limited to the following the following:

Air Conditioning, Heating & Ventilation
System
Axles
Brakes, Hubs & Bearings
Steering
Suspension
Drive Shafts
Automatic Transmissions
Charging Systems
Cranking Systems
Ignition Systems
Lighting Systems, Electrical Accessories
Engines
Exhaust Systems
Fuel Systems

Power Take-Off (PTO)
Buckets /Booms
Def Systems

Equipment & Truck Categories
The following is a current list of Descriptions of City of Lubbock vehicles and equipment by Category which are included in this maintenance and repair contract.

Category	Description
1) Off-Road Equipment	Tractors, Backhoes, Loaders, Excavators , Dozers, Graders, Scrapers, Cranes
2)Trailers	Utility, Pipe, Hay, Equipment, Crew, Cargo, Mowers, Rotary Cutters, Shredders, Tillers, Agricultural and Recreational Equipment
3)Forklifts	Clark, Hyster, Cat, Daewoo, Case, Hilift, Compact Princeton

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 vendor. The Vendor 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 the program is proprietary, Vendor shall grant access to the City of Lubbock's Fleet Services Department for audit purposes.

Work Authorization
Vehicle shop repairs will be estimated on a per job basis with a fixed labor rate per hour as stated on the Bid Form. Prior to the start of any vehicle repair, the Vendor must provide a written repair estimate by a trained service advisor or technician. Estimates must include parts at the quoted cost rate. All estimates shall be at no charge to the City. The Vendor must obtain a work order number and authorization to perform the work from the City of Lubbock authorized Fleet Services designee before making any repairs. The Vendor must also obtain City approval for the type of repairs and the cost of repairs before proceeding with the work.

Vendor must submit a copy of the Work Order along with the Vendor's invoice itemizing the labor hours, hourly labor rate, supplies, cost of supplies, parts list, and price for each part.

The Work Order must contain the VIN number, the current license plate number, and the current vehicle mileage or hours. If any of the information is missing or incorrect, the Vendor will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

Approval Procedures
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 $2,500 must have written approval from an authorized Fleet Services designee. Repairs over $2,500 must have written approval from an authorized Fleet Services

designee and Director of Fleet Services. If any repairs are completed without proper authorization, the Vendor will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

Repair Time Notifications

The Vendor must make a determination of the repairs, costs and times and notify the City within 24-hours after receiving the vehicle or equipment.

Repeat Repairs

The Vendor will be responsible for correcting all previous repairs performed by the Vendor that were incorrectly repaired or the repair failed to correct the reported deficiency. The Vendor will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, Vendor shall open a new 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.

Pick-Up and Delivery

The bidder's bid may include a separate price for pick-up and delivery of heavy vehicles or equipment. The bidder must indicate on the Bid Form the additional charge, if any, for this pick -up and delivery service. 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.

City Fleet Services Garage: 206 Municipal Drive, Lubbock, TX 79403

Parts, Supplies and Services

The Vendor must use their own parts and/or supplies in completing all repairs. No City parts or supplies will be issued by the City Garage to the Vendor. The Vendor's invoice must include charges for all parts, supplies, and services used in making repairs. The Vendor 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 Vendor is responsible for all core returns and credits.

Bid submissions

Bids will be awarded by category of vehicles and equipment.

Invoices

Invoices will show only the cost rates indicated on the Bid Form. Any additional charges or fees not listed will be disallowed from any invoice. Vehicle shop repairs will be billed per the approved estimate. An individual Work Order shall be issued for vehicle shop repairs and are to not be duplicated. No delivery or repair shall be performed without proper authorization. Invoices for parts purchased by the Vendor for all repairs to City vehicles and equipment will be made available for inspection by a City representative upon request. Invoices must display the Vendor name imprinted on the face, the parts purchased and the date of the purchase. Repair invoices should match the parts invoice when there were replacement parts required for the repair. If a request is submitted by the City to review a particular invoice, that request will be met within 24 hours from the time of the request.

Damages

The Vendor is responsible for any damage to the vehicle or equipment while in the Vendor's control. The City shall be responsible for damages after the vehicle or equipment has been delivered to a City representative and said representative has inspected the vehicle or equipment and has verified that no damage occurred during the repair process.

In the event that a vehicle is scheduled to be picked up from the City for repairs, the vehicles will be:

1. Picked up by tow vehicle/wrecker, or
2. Driven to the repair destination by a licensed and insured individual representing the Vendor.

Special Requirements:

1. Vendor to provide secure shelter (locked fence) for City vehicles.
2. Estimate must be submitted to Fleet Services within 24-hour period of request.
3. All furnished parts must be OEM, OEM equivalent new, or OEM equivalent re-cycled parts.
4. All suspension or steering components must be OEM or OEM equivalent only.
5. All repairs shall be warranted for a period of 12 months or 12,000 miles.

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of _____%, net _____ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

The City of Lubbock
ITB 24-17664-SB
Maintenance and Repair on Farm Implement and Construction Equipment
Bid Form

				Big Rakk Industries, LLC	
			Location	Wolfforth, TX	
#	Items	Quantity (+/-)	UOM	Unit Price	Total Cost
Category 1: Off Road Equipment					
#1-1	Labor rate per hour (Billed in increments of full, half, and 1/4 hours)	1	Hourly Rate	$150.00	$150.00
#1-2	% Markup above/ below parts	0	Percentage	$0.40	$0.00
#1-3	Pickup and Delivery Round Trip Charge	1	Roundtrip Charge	No Bid	No Bid
#1-4	Roundtrip Tow Service Charge	1	Roundtrip Charge	No Bid	No Bid
#1-5	Service Call Fee	1	Service Call Fee	$93.50	$93.50
#1-6	Mileage Fee	1	Charge per Mile	$2.48	$2.48
Category 2: Trailers					
#2-1	Labor rate per hour (Billed in increments of full, half, and 1/4 hours)	1	Hourly Rate	$150.00	$150.00
#2-2	% Markup above/ below parts	0	Percentage	$0.40	$0.00
#2-3	Pickup and Delivery Round Trip Charge	1	Roundtrip Charge	No Bid	No Bid
#2-4	Roundtrip Tow Service Charge	1	Roundtrip Charge	No Bid	No Bid
#2-5	Service Call Fee	1	Service Call Fee	$93.50	$93.50
#2-6	Mileage Fee	1	Charge per Mile	$2.48	$2.48
Category 3: Forklifts					
#3-1	Labor rate per hour (Billed in increments of full, half, and 1/4 hours)	1	Hourly Rate	$150.00	$150.00
#3-2	% Markup above/ below parts	0	Percentage	$0.40	$0.00
#3-3	Pickup and Delivery Round Trip Charge	1	Roundtrip Charge	No Bid	No Bid
#3-4	Roundtrip Tow Service Charge	1	Roundtrip Charge	No Bid	No Bid
#3-5	Service Call Fee	1	Service Call Fee	$93.50	$93.50
#3-6	Mileage Fee	1	Charge per Mile	$2.48	$2.48

Question Set 1: Questionnaire

#	Question	Response	Comment
Categories 1, 2, and 3			
1.1.1	Miles from your location to City Fleet Services Garage (206 Municipal Drive, Lubbock TX 79403)	# of Miles	26 round trip
1.1.2	Could you respond to a pickup 24 hours a day?	Yes	
1.1.3	Can you provide secure shelter (locked fence) for City vehicles?	Yes	
1.1.4	Labor Guide Software and Version used to provide repair cost on Bid Form	. . .	
4 Questions			**100.00% Complete**

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ✓ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

INSURANCE REQUIREMENTS

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above 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 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is 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, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of $100,000 or more that 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 the contract.

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

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY Big RaKK Industries, LLC a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Tax ID No.: 47-4561338

Address: 10609 PR 1320

City: Wolfforth State: TX Zip: 79382

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Please complete the information below.

By Kristina Miller Date: 10/31/2023

Authorized Representative - must sign by hand

Officer Name and Title: Kristina Miller - Member

Business Telephone Number (806) 866-0194 FAX: _____

E-mail Address: ap@bigrakk.com

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17664 for Maintenance and Repair on Farm Implement and Construction Equipment, as per ITB 24-17664-SB, by and between the City of Lubbock and South Plains Implement, Ltd., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.ServiceContract 17664-South Plains Implement, Ltd.
12.4.23

City of Lubbock
Contract for
ITB 24-17664-SB
Maintenance and Repair on Farm Implement and Construction Equipment

THIS CONTRACT made and entered into this ___ day of _____, **2023**, by and between the City of Lubbock ("City"), and **South Plains Implement, Ltd.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Maintenance and Repair on Farm Implement and Construction Equipment** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Maintenance and Repair on Farm Implement and Construction Equipment.**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Maintenance and Repair on Farm Implement and Construction Equipment**, and more specifically referred to as **Category 1** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automobile Liability Requirements: $1M/occurrence is needed

Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.. Employer Liability ($1M) is required with Workers Compensation.

Garage Liablity Requirements: No less than $2,000,000 combined single limit

Garagekeepers Legal Liability Requirements: No less than $1,000,000 per location

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* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

* Carriers must meet an A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services

to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

    Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 24-17664-SB, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY Jeff L Coffman
Authorized Representative

Jeff L Coffman
Print Name

4801 Hwy 84
Address

Lubbock, Tx 79414
City, State, Zip Code

City of Lubbock, TX
1TB 24-17664-SB
Maintenance and Repair on
Farm Implement and Construction Equipment

Scope of Work/ Specifications

I. Introduction, Purpose and Intent

The intent of this Invitation for Bid (hereinafter referred to as ITB) is to solicit qualified vendors to enter a contract with the City of Lubbock (hereinafter referred to as The City) to provide maintenance and repair to farm implement and construction equipment. The City is seeking to contract with one or more Vendors, if it is in the best interest of the City.

II. Scope of Services

The awarded vendor shall furnish and supply all insurance, labor, personnel, service, supervision, administration, documentation, reports, management, equipment, tools and materials necessary to provided 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.

Vendor shall have been in the preventative maintenance and repairs business for a minimum of three (3) consecutive years and familiar with the specified requirements and methods needed for proper performance of this contract.

Service Hours: All services performed under this contract will be conducted during normal business hours (Monday through Friday, 7:00 a.m. - 4:30 p.m.), excluding City Holidays.

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 24 months.

III. General Requirements

In addition to the General Requirements, the Scope of Services shall include, but not be limited to the following the following:

Air Conditioning, Heating & Ventilation
System
Axles
Brakes, Hubs & Bearings
Steering
Suspension
Drive Shafts
Automatic Transmissions
Charging Systems
Cranking Systems
Ignition Systems
Lighting Systems, Electrical Accessories
Engines
Exhaust Systems
Fuel Systems

Power Take-Off (PTO)
Buckets /Booms
Def Systems

Equipment & Truck Categories
The following is a current list of Descriptions of City of Lubbock vehicles and equipment by Category which are included in this maintenance and repair contract.

Category	Description
1) Off-Road Equipment	Tractors, Backhoes, Loaders, Excavators , Dozers, Graders, Scrapers, Cranes
2)Trailers	Utility, Pipe, Hay, Equipment, Crew, Cargo, Mowers, Rotary Cutters, Shredders, Tillers, Agricultural and Recreational Equipment
3)Forklifts	Clark, Hyster, Cat, Daewoo, Case, Hilift, Compact Princeton

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 vendor. The Vendor 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 the program is proprietary, Vendor shall grant access to the City of Lubbock's Fleet Services Department for audit purposes.

Work Authorization
Vehicle shop repairs will be estimated on a per job basis with a fixed labor rate per hour as stated on the Bid Form. Prior to the start of any vehicle repair, the Vendor must provide a written repair estimate by a trained service advisor or technician. Estimates must include parts at the quoted cost rate. All estimates shall be at no charge to the City. The Vendor must obtain a work order number and authorization to perform the work from the City of Lubbock authorized Fleet Services designee before making any repairs. The Vendor must also obtain City approval for the type of repairs and the cost of repairs before proceeding with the work.

Vendor must submit a copy of the Work Order along with the Vendor's invoice itemizing the labor hours, hourly labor rate, supplies, cost of supplies, parts list, and price for each part.

The Work Order must contain the VIN number, the current license plate number, and the current vehicle mileage or hours. If any of the information is missing or incorrect, the Vendor will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

Approval Procedures
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 $2,500 must have written approval from an authorized Fleet Services designee. Repairs over $2,500 must have written approval from an authorized Fleet Services

designee and Director of Fleet Services. If any repairs are completed without proper authorization, the Vendor will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

Repair Time Notifications

The Vendor must make a determination of the repairs, costs and times and notify the City within 24-hours after receiving the vehicle or equipment.

Repeat Repairs

The Vendor will be responsible for correcting all previous repairs performed by the Vendor that were incorrectly repaired or the repair failed to correct the reported deficiency. The Vendor will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, Vendor shall open a new 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.

Pick-Up and Delivery

The bidder's bid may include a separate price for pick-up and delivery of heavy vehicles or equipment. The bidder must indicate on the Bid Form the additional charge, if any, for this pick -up and delivery service. 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.

City Fleet Services Garage: 206 Municipal Drive, Lubbock, TX 79403

Parts, Supplies and Services

The Vendor must use their own parts and/or supplies in completing all repairs. No City parts or supplies will be issued by the City Garage to the Vendor. The Vendor's invoice must include charges for all parts, supplies, and services used in making repairs. The Vendor 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 Vendor is responsible for all core returns and credits.

Bid submissions

Bids will be awarded by category of vehicles and equipment.

Invoices

Invoices will show only the cost rates indicated on the Bid Form. Any additional charges or fees not listed will be disallowed from any invoice. Vehicle shop repairs will be billed per the approved estimate. An individual Work Order shall be issued for vehicle shop repairs and are to not be duplicated. No delivery or repair shall be performed without proper authorization. Invoices for parts purchased by the Vendor for all repairs to City vehicles and equipment will be made available for inspection by a City representative upon request. Invoices must display the Vendor name imprinted on the face, the parts purchased and the date of the purchase. Repair invoices should match the parts invoice when there were replacement parts required for the repair. If a request is submitted by the City to review a particular invoice, that request will be met within 24 hours from the time of the request.

Damages

The Vendor is responsible for any damage to the vehicle or equipment while in the Vendor's control. The City shall be responsible for damages after the vehicle or equipment has been delivered to a City representative and said representative has inspected the vehicle or equipment and has verified that no damage occurred during the repair process.

In the event that a vehicle is scheduled to be picked up from the City for repairs, the vehicles will be:

1. Picked up by tow vehicle/wrecker, or
2. Driven to the repair destination by a licensed and insured individual representing the Vendor.

Special Requirements:

1. Vendor to provide secure shelter (locked fence) for City vehicles.
2. Estimate must be submitted to Fleet Services within 24-hour period of request.
3. All furnished parts must be OEM, OEM equivalent new, or OEM equivalent re-cycled parts.
4. All suspension or steering components must be OEM or OEM equivalent only.
5. All repairs shall be warranted for a period of 12 months or 12,000 miles.

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of _____%, net _____ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

The City of Lubbock
ITB 24-17664-SB
Maintenance and Repair on Farm Implement and Construction Equipment
Bid Form

			Location	South Plains Implement, Ltd Lubbock, TX	
#	Items	Quantity (+/-)	UOM	Unit Price	Total Cost
Category 1: Off Road Equipment					
#1-1	Labor rate per hour (Billed in increments of full, half, and 1/4 hours)	1	Hourly Rate	$152.50	$152.50
#1-2	% Markup above/ below parts	0	Percentage	No Bid	No Bid
#1-3	Pickup and Delivery Round Trip Charge	1	Roundtrip Charge	$4.25 a running mile $300 min	$4.25 a running mile $300 min
#1-4	Roundtrip Tow Service Charge	1	Roundtrip Charge	No Bid	No Bid
#1-5	Service Call Fee	1	Service Call Fee	$167.50	$167.50
#1-6	Mileage Fee	1	Charge per Mile	$2.25	$2.25
Category 2: Trailers					
#2-1	Labor rate per hour (Billed in increments of full, half, and 1/4 hours)	1	Hourly Rate	No Bid	No Bid
#2-2	% Markup above/ below parts	0	Percentage	No Bid	No Bid
#2-3	Pickup and Delivery Round Trip Charge	1	Roundtrip Charge	No Bid	No Bid
#2-4	Roundtrip Tow Service Charge	1	Roundtrip Charge	No Bid	No Bid
#2-5	Service Call Fee	1	Service Call Fee	No Bid	No Bid
#2-6	Mileage Fee	1	Charge per Mile	No Bid	No Bid
Category 3: Forklifts					
#3-1	Labor rate per hour (Billed in increments of full, half, and 1/4 hours)	1	Hourly Rate	No Bid	No Bid
#3-2	% Markup above/ below parts	0	Percentage	No Bid	No Bid
#3-3	Pickup and Delivery Round Trip Charge	1	Roundtrip Charge	No Bid	No Bid
#3-4	Roundtrip Tow Service Charge	1	Roundtrip Charge	No Bid	No Bid
#3-5	Service Call Fee	1	Service Call Fee	No Bid	No Bid
#3-6	Mileage Fee	1	Charge per Mile	No Bid	No Bid

Question Set 1: Questionnaire

#	Question	Response	Comment
Categories 1, 2, and 3			
1.1.1	Miles from your location to City Fleet Services Garage (206 Municipal Drive, Lubbock TX 79403)	# of Miles	6 MILES
1.1.2	Could you respond to a pickup 24 hours a day?	No	
1.1.3	Can you provide secure shelter (locked fence) for City vehicles?	Yes	
1.1.4	Labor Guide Software and Version used to provide repair cost on Bid Form	Software and Version	SERVICE DELIVERY
4 Questions			**100.00% Complete**

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES_____ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

INSURANCE REQUIREMENTS

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above 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 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is 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, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of $100,000 or more that 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 the contract.

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

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY South Plains Implement LTD a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Lubbock

Tax ID No.: 752459950-2

Address: 4801 Hwy 84

City: Lubbock State: Tx Zip: 79416

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Please complete the information below.

By Jeff Coffman Date: 11/7/2023
Authorized Representative - must sign by hand

Officer Name and Title: Jeff Coffman - CEO

Business Telephone Number 432-758-1110 FAX: _____

E-mail Address: jeff@spitractor.com

The City of Lubbock
ITB 24-17664-SB
Maintenance and Repair on Farm Implement and Construction Equipment
Final Bid Tab

			Location	Big Rakk Industries, LLC Wolfforth, TX		South Plains Implement, Ltd Lubbock, TX	
#	Items	Quantity (+/-)	UOM	Unit Price	Total Cost	Unit Price	Total Cost
Category 1: Off Road Equipment							
#1-1	Labor rate per hour (Billed in increments of full, half, and 1/4 hours)	1	Hourly Rate	$150.00	$150.00	$152.50	$152.50
#1-2	% Markup above/ below parts	0	Percentage	$0.40	$0.00	No Bid	No Bid
#1-3	Pickup and Delivery Round Trip Charge	1	Roundtrip Charge	No Bid	No Bid	$4.25 a running mile $300 min	$4.25 a running mile $300 min
#1-4	Roundtrip Tow Service Charge	1	Roundtrip Charge	No Bid	No Bid	No Bid	No Bid
#1-5	Service Call Fee	1	Service Call Fee	$93.50	$93.50	$167.50	$167.50
#1-6	Mileage Fee	1	Charge per Mile	$2.48	$2.48	$2.25	$2.25
Category 2: Trailers							
#2-1	Labor rate per hour (Billed in increments of full, half, and 1/4 hours)	1	Hourly Rate	$150.00	$150.00	No Bid	No Bid
#2-2	% Markup above/ below parts	0	Percentage	$0.40	$0.00	No Bid	No Bid
#2-3	Pickup and Delivery Round Trip Charge	1	Roundtrip Charge	No Bid	No Bid	No Bid	No Bid
#2-4	Roundtrip Tow Service Charge	1	Roundtrip Charge	No Bid	No Bid	No Bid	No Bid
#2-5	Service Call Fee	1	Service Call Fee	$93.50	$93.50	No Bid	No Bid
#2-6	Mileage Fee	1	Charge per Mile	$2.48	$2.48	No Bid	No Bid
Category 3: Forklifts							
#3-1	Labor rate per hour (Billed in increments of full, half, and 1/4 hours)	1	Hourly Rate	$150.00	$150.00	No Bid	No Bid
#3-2	% Markup above/ below parts	0	Percentage	$0.40	$0.00	No Bid	No Bid
#3-3	Pickup and Delivery Round Trip Charge	1	Roundtrip Charge	No Bid	No Bid	No Bid	No Bid
#3-4	Roundtrip Tow Service Charge	1	Roundtrip Charge	No Bid	No Bid	No Bid	No Bid
#3-5	Service Call Fee	1	Service Call Fee	$93.50	$93.50	No Bid	No Bid
#3-6	Mileage Fee	1	Charge per Mile	$2.48	$2.48	No Bid	No Bid

Purchasing and Contract Management

Project Summary

ITB 24-17664-SB
Maintenance and Repair on Farm Implement and Construction Equipment

Notice was published in the Lubbock Avalanche Journal on October 22 & October 29, 2023.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from October 20 to November 7, 2023.
10 vendors downloaded the documents using Bonfire.com.
4 vendors were notified separately.
2 vendors submitted bids.

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31078201, with FSX Equipment, Inc., for the purchase of a Complete Diesel Particulate Filter Cleaning System for Fleet Services.

Item Summary

Purchase Order 31078201 is for a Complete Diesel Particulate Filter (DPF) Cleaning system with a Pneumatic and Thermal High Volume Trap Blaster.

This precision DPF will allow the Fleet Department to clean and filter diesel exhaust fluid as part of the preventative maintenance for all City diesel engines. This equipment will be a valuable tool for the required maintenance on medium and heavy-duty diesel vehicles and equipment.

FSX Equipment, Inc. of Granite Falls, Washington, is the sole source provider of the Complete DPF Cleaning System with Pneumatic and Thermal High Volume Trap Blaster. The total cost for this unit and its associated equipment is $64,870.57.

Fiscal Impact

Purchase Order 31078201 for $64,870.57 is funded in the Fleet Equipment Capital Outlay-Other Equipment Account in the 2023-24 Fleet Services Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution - PO 31078201, FSX Equipment, Inc.

PO 31078201 - FSX Equipment, Inc.

Sole Source Memo - FSX

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, PO 31078201/Sole Source for Diesel Particulate Filter Cleaning Equipment, by and between the City of Lubbock and FSX Equipment, Inc., of Granite Falls, Washington, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.Sole Source Contract PO 31078201 FSX Equipment, Inc.
12.4.23

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 11/21/2023
Order Number 31078201 000 OP
Branch/Plant 3526

TO: FSX EQUIPMENT, INC.
PO BOX 1617
GRANITE FALLS WA 98252-1617

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/21/2023 Freight
Requested 1/23/2024 Taken By S BALLANCE
Delivery PER B RODRIGUEZ REQ 61030 PUR 17694/ SOLE SOURCE

If you have any questions, please contact Breana Rodriguez: BreanaRodriguez@mylubbock.us or 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Diesel Particulate Filter Cleaning Equipment	1.000	64,870.5700	EA	64,870.57	1/23/2024

inv-3526

Total Order

Terms NET 30 64,870.57

This purchase order encumbers funds in the amount of $64,870.57 awarded to FSX Equipment, Inc. of Granite Falls, WA, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated October 23, 2023, from FSX Equipment, Inc. of Granite Falls, WA, as a Sole Source.

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, 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. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

FSX EQUIPMENT CUSTOMER ORDER FORM

North America

FSX
Sales Order #
Approval:
Ship Date:

CUSTOMER PURCHASE ORDER # PO 31078201

Please Fill-in Blue Sections That Apply TERMS: Net 30 days

BILL TO: (PURCHASING COMPANY)	**SHIP TO: (Company Name)**
CONTACT PERSON:	CONTACT PERSON:
MAILING ADDRESS: (STREET)	SHIP TO: (STREET)
MAILING ADDRESS: (CITY, STATE, ZIP)	SHIP TO: (CITY, STATE, ZIP)
PHONE: FAX:	Phone: FAX:
EMAIL:	SHIP VIA:
QUOTED SHIP DATE: TBD Quote Dated: October 23,2023	☐ FREIGHT COLLECT ☑ FREIGHT PREPAID & ADD

Item	Product	Voltage	Part Number	US $ Price	Notes	Qty	Extended Price
1	**TrapBlaster 7 ***	115V 1 Ph ETL CSA	TBL0707SG-A1A	$ 35,705.00	Perfect for large shops cleaning up to 16 DPFs per day		$ -
2	**TrapBlaster JR**	115V 1 Ph ETL CSA	TJR0718SA-A1A	$ 31,304.00	Perfect for small shops cleaning up to 4 DPFs per day		$ -
3	**TrapBurner 8 for 1-2 DPF ***	480V 3 Ph cUL	TBR3608SD-C3B	$ 5,699.00	Fits 1 DPF, or 2 DPF with #7910B136 rack below		$ -
4	**TrapBurner 8 for 1-2 DPF ***	208-240V 3 Ph cUL	TBR3608SD-B3B	$ 5,699.00	Fits 1 DPF, or 2 DPF with #7910B136 rack below		$ -
5	**TrapBurner 8 for 3 DPF**	480V 3 Ph cUL	TBR4008SD-C3B	$ 5,950.00	Fits 3 DPF w/ #7910B136 rack below. Will need 7910B118 Tongs		$ -
6	**TrapBurner 8 for 3 DPF**	208-240V 3 Ph cUL	TBR4008SD-B3B	$ 5,950.00	Fits 3 DPF w/ #7910B136 rack below. Will need 7910B118 Tongs		$ -
7	**TrapBurner 10 for 4 DPF**	480V 3 Ph cUL	TBR1010SB-C3B	$ 7,181.00	Large oval kiln fits 4 DPF. Must order 7910B141 rack below.		$ -
8	**TrapBurner 10 for 4 DPF**	220-240V 3 Ph ETL CSA	TBR1010SB-K3B	$ 7,181.00	Large oval kiln fits 4 DPF. Must order 7910B141 rack below.		$ -
9	**TrapBurner 10 for 4 DPF**	208 V 3 Ph ETL CSA	TBR1010SB-J3B	$ 7,181.00	Large oval kiln fits 4 DPF. Must order 7910B141 rack below.		$ -
10	**TrapTester 7 ***	480V 3 Ph ETL CSA	TTS0707SD-C3A	$ 6,465.00			$ -
11	**TrapTester 7 ***	208-240V 3 Ph ETL CSA	TTS0707SD-B3A	$ 6,465.00			$ -
12	**SootSucker 2 ***	480V 3 Ph ETL CSA	SSK0208SB-C3A	$ 14,580.00			$ -
13	**SootSucker 2 ***	220-240V 3 Ph ETL CSA	SSK0208SB-K3A	$ 14,580.00			$ -
14	**SootSucker 2 ***	208 V 3 Ph ETL CSA	SSK0208SB-J3A	$ 14,580.00			$ -
15	**CatBlaster 2P**	480V 3 Ph	TCB0718SB-K3C	$ 35,895.00	Must include SootSucker		$ -
16	**CatBlaster 2P**	240V 3 Ph	TCB0718SB-C3C	$ 35,895.00	Must include SootSucker		$ -
17	**CatBlaster 2H**	Powered by CatBlaster 2P	TCH0718SA-A1C	$ 9,435.00			$ -
18	**Air Compressor - 30HP Rotary Screw w/ 120 gallon tank & air dryer**			$ 18,696.00			$ -
	ACCESSORIES						
19	**TrapTongs**		79-10B118	$ 556.00			$ -
20	**TrapBurner 8 DPF rack for 2 or 3 DPF**		79-10B136	$ 604.00		1	$ 604.00
21	**TrapBurner 10 DPF rack for 4 DPF**		79-10B141	$ 932.00			$ -
22	**SootSucker 2 Primary filter ***		10-284542	$ 323.00			$ -
23	**SootSucker 2 HEPA filter ***		10-500110	$ 531.00			$ -
24	**TrapBlaster JR primary filter**		10-280011	$ 249.00			$ -
25	**TrapBlaster JR HEPA filter**		10-280006	$ 451.00			$ -
26	**Kubota Oval DPF Adaptor Plate**		15-100207	$ 219.00			$ -
27	**Tilted DOC Adaptor Plate**		15-200557	$ 556.00			$ -
28	**DPF Cleaning Banner**		79-10X105	$ 89.00			$ -
29	**Inspection Posters** (2 per set- comes w/ complete package)*		79-10X110	$ 128.00			$ -
30	**Curved Nozzle Set for cleaning flanged DPF's**		79-10X115	$ 146.00			$ -
31	**Volvo Retrofit Kit for older model TrapTester**		79-10T110	$ 500.00			$ -
32	**Duct kit for adding CatBlaster to existing SootSucker**		79-10D110	$ 1,537.00			$ -
33	**Complete DPF Cleaning System - Pneumatic & Thermal - high volume**						
	Includes: TrapBlaster 7	115V 1 Ph					
	TrapBurner 8	☐208V 3Ph ☐220V 3Ph ☐80V 3Ph					
	TrapTester 7	☐208V 3Ph ☐220V 3Ph ☐80V 3Ph					
	SootSucker 2	☐208V 3Ph ☐220V 3Ph ☐80V 3Ph	BP-PT100115	$ 62,449.00		1	$ 62,449.00
	***one included in complete package**						
34	**TrapBlaster JR System - Pneumatic & Thermal - low volume**						
	Includes: TrapBlaster JR	115V 1 Ph					
	TrapBurner 8	☐208V 3Ph ☐220V 3Ph ☐80V 3Ph					
	TrapTester 7	☐208V 3Ph ☐220V 3Ph ☐80V 3Ph	BP-PTJR0115	$ 43,468.00			$ -

TOTAL (not including shipping or tax if applicable) **$ 63,053.00**

Shipping Estimate **$1,817.57**

Grand Total **$ 64,870.57**

email to sales@fsxinc.com

DATE: December 6, 2023

TO: Sandra Ballance, CTCD, Buyer II, Purchasing & Contract Management
Marta Alvarez, Director of Purchasing & Contract Management
Teofilo Flores, Assistant Director of Purchasing & Contract Management

FROM: Dominic Esperat, Director of Fleet Operations

CC: Peter Alcantar, Assistant Director of Fleet Operations
Breana Rodriguez, Support & Acquisition Coordinator, Fleet Operations

SUBJECT: Sole Source Justification – FSX North America for DPF Cleaning Equipment

INFORMATION

Vendor – FSX North America (Supplier ID 182944)
Requisition – # 61030
Amount – $64,870.57
Product/Service – Diesel Particulate Filter Cleaning Equipment

For FY23-24, Fleet was approved to purchase a Diesel Particulate Filter (DPF) Cleaning System as an Expanded Level Request.

While conducting research on DPF systems, Fleet determined that FSX's Complete DPF Cleaning System, which includes the TrapBlaster 7, TrapBurner 8, TrapTester7, and the Soot Sucker 2, would fit all of our department's needs.

FSX was the only vendor who could offer this specific Pneumatic & Thermal High Volume Cleaning System.

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Chief of Police for the City of Lubbock Police Department, to execute a Memorandum of Understanding, and related documents, by and on behalf of the City of Lubbock Police Department, with the Federal Bureau of Investigation Child Exploitation Task Force (CETF),

Item Summary

The purpose of the Memorandum of Understand (MOU) is to delineate the responsibilities of the City of Lubbock Police Department Child Exploitation Task Force (CETF) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, and public and media relations.

The mission of the CETF includes the following:

- To provide a rapid, proactive and intelligence-driven investigative response to the sexual victimization of children and other crimes against children within the FBI's jurisdiction;
- To identify and rescue child victims;
- To reduce the vulnerability of children to sexual exploitation and abuse;
- To reduce the negative impact of domestic and international parental rights disputes; and,
- To strengthen the capabilities of the FBI and federal, state, local and international law enforcement through training, intelligence-sharing, technical support and investigative assistance.

Fiscal Impact

None

Staff/Board Recommending

Gregory W. Rushin, Interim Chief of Police

Attachments

Resolution
MOU

RESOLUTION

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

THAT the Chief of Police for the City of Lubbock Police Department is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the Federal Bureau of Investigation North Texas Child Exploitation and Human Trafficking Task Force Memorandum of Understanding (MOU), by and between the Federal Bureau of Investigation (FBI) and the City of Lubbock on behalf of the Lubbock Police Department, and all related documents. Said MOU is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Gregory W. Rushin, Interim Chief of Police

APPROVED AS TO FORM:

Ryan Brooke, Senior Assistant City Attorney

RES.FBI North Texas Child Exploitation Task Force MOU
11.17.23

FEDERAL BUREAU OF INVESTIGATION
NORTH TEXAS CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into byand between the **Federal Bureau of Investigation (FBI)** and the Lubbock Police Department (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the North Texas Child Exploitation and Human Trafficking Task Force (CEHTTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnelthereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the Child Exploitation and Human Trafficking Task Force (CEHTTF) isto provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children, other crimes against children, and human trafficking within the FBI's jurisdiction; to identify and recover victims of child exploitation and human trafficking; to reduce the vulnerability of children and adults to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

5. The defined priority threats that are aligned with the mission of the CEHTTFs are:

   a. **Child Abductions (Non-Ransom and Ransom)**
   b. **Production/Manufacturing of Child Sexual Abuse Material**

c. **Sextortion**
d. **Electronic Groups/Organizations/Enterprises for Profit**
e. **Travelers/Enticement**
f. **Traders/Distributors of Child Sexual Abuse Material**
g. **Interstate Transportation of a Minor with Intent that Minor Engage in Any Illegal Sexual Activity**
h. **Human Trafficking**
i. **Child Sex Trafficking**
j. **Adult Sex Trafficking**
k. **Forced Labor**
l. **Domestic Servitude**
m. **International Parental Kidnapping**
n. **Possessors of Child Sexual Abuse Material**
o. **Child Sex Tourism**
p. **Unlawful Flight to Avoid Prosecution – Parental Kidnapping**
q. **All other Crimes Against Children and Human Trafficking matters within the FBI's jurisdiction**

SUPERVISION AND CONTROL

A. Supervision

6. Overall management of the CEHTTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.

7. The Special Agent in Charge (SAC) of the FBI Dallas Field Office shall designate one Supervisory Special Agent (CEHTTF Supervisor) to supervise the CEHTTF. The CEHTTF Supervisor may designate a Special Agent to serve as the CEHTTF Coordinator.

8. Conduct undertaken outside the scope of an individual's CEHTTF duties and assignments under this MOU shall not fall within the oversight responsibility of the CEHTTF Supervisor or CEHTTF Coordinator. As stated in paragraph 77, below, neither the United States nor the FBI shall be responsible for such conduct.

9. CEHTTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the CEHTTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.

10. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.

11. All CEHTTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Operations Investigative Guidelines (DIOG).

12. CEHTTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.

13. Continued assignment of personnel to the CEHTTF will be based on performance and at the discretion of appropriate management. The FBI SAC and CEHTTF Supervisor will also retain discretion to remove any individual from the CEHTTF.

B. Case Assignments

14. The FBI CEHTTF Supervisor will be responsible for opening, monitoring, directing, and closing CEHTTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

15. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the CEHTTF Supervisor.

16. For FBI administrative purposes, CEHTTF cases will be entered into the relevant FBI computer system.

17. CEHTTF personnel will have equal responsibility for each case assigned. CEHTTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

18. The head of each participating agency shall determine the resources to be dedicated by that agency to the CEHTTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept apprised of investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

19. It is agreed that matters designated to be handled by the CEHTTF will not knowingly be subject to non-CEHTTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the CEHTTF's existence and areas of concern.

20. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to CEHTTF investigations or areas of concern as described in paragraphs 4 and 5. All law enforcement actions will be coordinated and cooperatively carried out.

21. CEHTTF investigative leads outside of the geographic areas of responsibility for the FBI will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

22. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-CEHTTF personnel will be limited to those situations where it is essential to the effective performance of the CEHTTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.

23. Non-FBI CEHTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the CEHTTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

24. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

25. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of CEHTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

26. Operation, documentation, and payment of any CHS opened and operated in furtherance of a CEHTTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI CEHTTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of CEHTTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

27. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by CEHTTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.

28. CEHTTF reports prepared in cases assigned to CEHTTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

29. Records and reports generated in CEHTTF cases which are opened and assigned by the CEHTTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for CEHTTF.

30. CEHTTF investigative records maintained at the Dallas Field Office of the FBI will be available to all CEHTTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative, and/or policy restrictions.

31. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the CEHTTF investigations will be maintained by the FBI. The FBI's rules

and policies governing the submission, retrieval, and chain of custody will be adhered to by CEHTTF personnel.

32. All CEHTTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to CEHTTF Supervisor approval.

33. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

34. Records or reports created or obtained by the [Abbreviated Name of Task Force] are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the [Abbreviated Name of Task Force] with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the [Name of Local Police Department] Police Department receives a request pursuant to [Name of State]'s public records statute, [State statute], the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose [Abbreviated Name of Task Force] records, the [Name of Local Police Department] Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

35. No information possessed by the FBI, to include information derived from informal communications between CEHTTF personnel and FBI employees not assigned to the CEHTTF, may be disseminated by CEHTTF personnel to non-CEHTTF personnel without the approval of the CEHTTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, CEHTTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

36. The Parties acknowledge that this MOU may provide CEHTTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by CEHTTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

37. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

38. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

39. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

40. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

41. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

42. CEHTTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

43. A determination will be made on a case-by-case basis whether the prosecution of CEHTTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the CEHTTF.

44. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a CEHTTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

45. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

47. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

48. All CEHTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the United States Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES[1]

49. The parent agency of each individual assigned to the CEHTTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

50. The parent agency of each individual assigned to the CEHTTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.[2]

[1] Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

[2] Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal," "non-lethal," "non-deadly," and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

51. CEHTTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

52. Local and state law enforcement personnel designated to the CEHTTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 authority (via the United States Marshals) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). These deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the CEHTTF or until the termination of the CEHTTF, whichever comes first.

53. Deputized CEHTTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

54. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the CEHTTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the CEHTTF to be deputized while assigned to the CEHTTF. The FBI will secure the required authorization for deputations, as needed.

55. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the CEHTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

56. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official CEHTTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency CEHTTF personnel will require the execution of a separate Vehicle Use Agreement.

57. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to CEHTTF business.

58. Neither the FBI nor the United States shall be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by [task force personnel] while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the CEHTTF.

59. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by [task force personnel] which is outside the scope of their official duties and assignments.

SALARY/OVERTIME COMPENSATION

60. The FBI and each participating agency remain responsible for all personnel costs for their CEHTTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.

61. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal CEHTTF personnel assigned full-time to CEHTTF, provided overtime expenses were incurred as a result of CEHTTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to CEHTTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

62. Property utilized by the CEHTTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the CEHTTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by CEHTTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of CEHTTF, will be the financial responsibility of the agency supplying said property.

FUNDING

63. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

64. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with CEHTTF operations.

65. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to CEHTTF investigations may be equitably shared with the agencies participating in the CEHTTF.

DISPUTE RESOLUTION

66. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the CEHTTF's objectives.

67. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

68. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

69. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO CEHTTF AND SECURITY CLEARANCES

70. If a participating agency candidate for the CEHTTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

71. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the CEHTTF, the participating agency will be so advised and a request will be made for another candidate.

72. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

73. Before receiving unescorted access to FBI space identified as an open storage facility, CEHTTF personnel will be required to obtain and maintain a "Top Secret" security clearance. CEHTTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

74. Upon departure from the CEHTTF, each individual whose assignment to the CEHTTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

75. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CEHTTF.

76. Each party agrees to notify the other in the event of receipt of a civil claim arising from [scope of the FBI's relationship with the MOU's other party]. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the [operational relationship]. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CEHTTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

77. COMMON LAW TORT CLAIMS
    - A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
    - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
    - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(l), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
    - D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3).".

78. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual

assigned to the CEHTTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Dallas Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any CEHTTF personnel.

79. Liability for any conduct by CEHTTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the CEHTTF shall not be the responsibility of the FBI or the United States.

DURATION

80. The term of this MOU is for the duration of the CEHTTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

81. Any participating agency may withdraw from the CEHTTF at any time by written notification to the CEHTTF Supervisor with designated oversight for investigative and personnel matters or program manager of the CEHTTF at least 30 days prior to withdrawal.

82. Upon termination of this MOU, all equipment provided to the CEHTTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CEHTTF participation.

MODIFICATIONS

83. This agreement may be modified at any time by written consent of all involved agencies.

84. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Special Agent in Charge
Federal Bureau of Investigation

Date

Greg Rushin
Chief of Police
Lubbock Police Department

11-27-23
Date

APPROVED AS TO FORM:

Ryan Brooke
Assistant City Attorney

11/17/23
Date

FEDERAL BUREAU OF INVESTIGATION
NORTH TEXAS CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE
Cost Reimbursement Agreement

[NTCEHTTF] File No.: 333-DL-A3060870-MOU TF

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized NTCEHTTF, as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Lubbock Police Department located at 916 Texas Ave. Lubbock, TX 79401, Taxpayer Identification Number: 1-75-6000590-6, and Telephone Number: 806-775-2755, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI NTCEHTTF Memorandum of Understanding (MOU) signed by the Chief of LPD on April 14, 2016 and shall be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse LPD for overtime payments made to officers assigned to and working full time on NTCEHTTF related matters.

3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI Dallas Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at LPD prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI NTCEHTTF personnel for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to LPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, LPD shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of LPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Dallas Financial Liaison Specialist.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify LPD of the applicable annual limits prior to October 1st of each year.

6. The number of LPD deputies assigned full-time to the NTCEHTTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the NTCEHTTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, LPD shall prepare an official document setting forth the identity of each officer assigned full-time to the NTCEHTTF along with the

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regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Dallas Field Office NTCEHTTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the NTCEHTTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of LPD's participation on the NTCEHTTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

B. Chad Yarbrough
Special Agent in Charge
Federal Bureau of Investigation

Date: _____

Greg Rushin
Chief of Police
Lubbock Police Department

Date: 11-27-23

Financial Liaison Specialist
Federal Bureau of Investigation

Date: _____

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Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution approving an Agreement for Sale and Purchase of Utility Assets by and between Southwestern Public Service Company (SPSC) and Lubbock Power & Light (LP&L) involving the sale to and purchase by each party of certain utility system assets, including real property and easements, that the selling party no longer requires, and the purchasing party requires or will utilize, all related to the transition of LP&L from the Southwest Power Pool into ERCOT. Included in the sale by LP&L is the Doud Substation and site, a 0.383 acre tract of land at 4201Frankford Avenue, Lubbock, Texas

Item Summary

On December 4, 2023, the Electric Utility Board (EUB) of the City of Lubbock adopted a resolution approving execution of an Asset Sale and Purchase Agreement between Lubbock Power & Light (LP&L) and Southwestern Public Service Company (SPSC) by the EUB Board Chair and recommending that the City Council adopt a resolution approving the same agreement. The assets being sold by LP&L to SPSC include a small tract of land on which LP&L's Doud substation is located. Following LP&L's integration of its remaining customer load into Electric Reliability Council of Texas (ERCOT), from the Southwest Power Pool, LP&L will no longer utilize the Doud Substation and is selling it, along with certain other distribution and utility assets that it also cannot utilize to SPSC. In turn, SPSC is selling certain transmission and transmission-related assets to LP&L. The asset values being exchanged are comparable, resulting in a payment of approximately $12,000 to SPSC by LP&L.

Fiscal Impact

None

Staff/Board Recommending

Joel Ivy, Director of Electric Utilities
Electric Utilitiy Board

Attachments

Asset Swap with SPS - CC Resolution Redline

Resolution - EUB

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, LP&L owns and operates the Doud substation ("Substation") located on land currently owned by the City of Lubbock, a municipal corporation of the State of Texas, located at 4201 Frankford Avenue, City of Lubbock, Lubbock County, Texas, more fully described as a .381 acre tract of land being a portion of Lot 1-A, S.W.P.S. Addition, an addition to the City of Lubbock, Lubbock County, Texas, according to the recorded map or plat thereof, of record in Volume 1946, Page 226 of the Deed Records of Lubbock County; and

WHEREAS, in 2009, SPS and LP&L entered into certain transactions pursuant to which LP&L agreed to purchase 170 megawatts of Partial Requirements Power Service from SPS; and

WHEREAS, SPS and LP&L entered into an Asset Purchase Agreement dated as of November 12, 2009, pursuant to which LP&L purchased certain assets from SPS; and

WHEREAS, LP&L subsequently decided to and received all necessary regulatory approvals to transfer its customer load from the electric transmission system and market operated by the Southwest Power Pool, Inc. ("SPP") to the electric transmission system and market operated by the Electric Reliability Council of Texas, Inc. ("ERCOT"); and

WHEREAS, upon integration of its load into ERCOT, LP&L anticipated that it would no longer need the Partial Requirements Power Service being provided by SPS; and

WHEREAS, in recognition of these changes, on May 27, 2021, LP&L and SPS entered into a Settlement Agreement to terminate the PPA and which also contemplated that SPS and LP&L would sell to and/or purchase from each other assets and real property, including easements, that the selling party would not require and the purchasing party would require for the operation of their respective systems; and

WHEREAS, in connection with the approval of the Settlement Agreement by the Federal Energy Regulatory Commission ("FERC") in FERC Docket No. ER23-1144-000 (the "FERC Proceeding"), on August 11, 2023, the parties to the FERC Proceeding entered into a settlement (the "FERC Settlement") pursuant to which, among other terms, SPS agreed to offer to sell to the parties certain assets and real property, including easements, (the "Assets") that SPS would no longer require for operation of its system after the transfer of the LP&L load into ERCOT; and

WHEREAS, the Settlement Agreement was approved by the Public Utility Commission of Texas on March 22, 2023 in Docket No. 53529 and by the FERC on Sept 28, 2023 in Docket No. ER-23-1144-000; and

WHEREAS, pursuant to the FERC Settlement, LP&L was given a right of first refusal ("ROFR") for a ninety (90) day period from September 28, 2023, the effective date of the FERC Order approving the Settlement Agreement, to purchase certain of the Assets from SPS; and

WHEREAS, LP&L has exercised its ROFR and SPS and LP&L are entering into this Agreement to memorialize the purchase and sale of Assets, as previously agreed.

NOW, THEREFORE, BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the City Council of the City of Lubbock hereby authorizes the Mayor to execute that certain Agreement for Sale and Purchase of Utility Assets by and between Southwestern Public Service Company, a New Mexico corporation ("SPS"), and the City of Lubbock, Texas, a home rule municipal corporation organized under the laws of the State of Texas, as attached hereto and incorporated herein as though fully set forth herein in detail, and any documents related thereto, and approves payment of consideration in the amount of necessary title and closing costs associated with same.

Passed by the Electric Utility Board this 12th day of December, 2023.

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

_____
Carolyn Shellman, Interim General Counsel

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, LP&L owns and operates the Doud substation ("Substation") located on land currently owned by the City of Lubbock, a municipal corporation of the State of Texas, located at 4201 Frankford Avenue, City of Lubbock, Lubbock County, Texas, more fully described as a .381 acre tract of land being a portion of Lot 1-A, S.W.P.S. Addition, an addition to the City of Lubbock, Lubbock County, Texas, according to the recorded map or plat thereof, of record in Volume 1946, Page 226 of the Deed Records of Lubbock County; and

WHEREAS, in 2009, SPS and LP&L entered into certain transactions pursuant to which LP&L agreed to purchase 170 megawatts of Partial Requirements Power Service from SPS; and

WHEREAS, SPS and LP&L entered into an Asset Purchase Agreement dated as of November 12, 2009, pursuant to which LP&L purchased certain assets from SPS; and

WHEREAS, LP&L subsequently decided to and received all necessary regulatory approvals to transfer its customer load from the electric transmission system and market operated by the Southwest Power Pool, Inc. ("SPP") to the electric transmission system and market operated by the Electric Reliability Council of Texas, Inc. ("ERCOT"); and

WHEREAS, upon integration of its load into ERCOT, LP&L anticipated that it would no longer need the Partial Requirements Power Service being provided by SPS; and

WHEREAS, in recognition of these changes, on May 27, 2021, LP&L and SPS entered into a Settlement Agreement to terminate the PPA and which also contemplated that SPS and LP&L would sell to and/or purchase from each other assets and real property, including easements, that the selling party would not require and the purchasing party would require for the operation of their respective systems; and

WHEREAS, in connection with the approval of the Settlement Agreement by the Federal Energy Regulatory Commission ("FERC") in FERC Docket No. ER23-1144-000 (the "FERC Proceeding"), on August 11, 2023, the parties to the FERC Proceeding entered into a settlement (the "FERC Settlement") pursuant to which, among other terms, SPS agreed to offer to sell to the parties certain assets and real property, including easements, (the "Assets") that SPS would no longer require for operation of its system after the transfer of the LP&L load into ERCOT; and

WHEREAS, the Settlement Agreement was approved by the Public Utility Commission of Texas on March 22, 2023 in Docket No. 53529 and by the FERC on Sept 28, 2023 in Docket No. ER-23-1144-000; and

WHEREAS, pursuant to the FERC Settlement, LP&L was given a right of first refusal ("ROFR") for a ninety (90) day period from September 28, 2023, the effective date of the FERC Order approving the Settlement Agreement, to purchase certain of the Assets from SPS; and

WHEREAS, LP&L has exercised its ROFR and SPS and LP&L are entering into this Agreement to memorialize the purchase and sale of Assets, as previously agreed.

NOW, THEREFORE, BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby authorizes the Chair of the Electric Utility Board to execute that certain Agreement for Sale and Purchase of Utility Assets by and between Southwestern Public Service Company, a New Mexico corporation ("SPS"), and the City of Lubbock, Texas, a home rule municipal corporation organized under the laws of the State of Texas, as attached hereto and incorporated herein as though fully set forth herein in detail, and any documents related thereto, and approves payment of consideration in the amount of necessary title and closing costs associated with same, and further recommends approval by the City Council to approve and authorize same.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT this Resolution shall be null and void if the City Council shall not likewise approve and authorize the attached Agreement for Sale and Purchase of Utility Assets within sixty (60) days of the date hereof.

Passed by the Electric Utility Board this 4th day of December, 2023.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Tom Jennings, Electric Utility Attorney

AGREEMENT FOR SALE AND PURCHASE OF UTILITY ASSETS

THIS AGREEMENT FOR SALE AND PURCHASE OF UTILITY ASSETS ("Agreement") is entered into as of December 11, 2023, by Southwestern Public Service Company, a New Mexico corporation ("SPS"), and The City of Lubbock, Texas, a home rule municipal corporation organized under the laws of the State of Texas, acting by and through Lubbock Power & Light ("LP&L"). SPS and LP&L are each a "Party" and collectively the "Parties."

WHEREAS, in 2009, SPS and LP&L entered into certain transactions pursuant to which LP&L agreed to purchase 170 megawatts of Partial Requirements Power Service from SPS; and

WHEREAS, SPS and LP&L entered into an Asset Purchase Agreement dated as of November 12, 2009, pursuant to which Lubbock purchased certain assets from SPS; and

WHEREAS, LP&L subsequently decided to and received all necessary regulatory approvals to transfer its customer load from the electric transmission system and market operated by the Southwest Power Pool, Inc. ("SPP") to the electric transmission system and market operated by the Electric Reliability Council of Texas, Inc. ("ERCOT"); and

WHEREAS, upon integration of its load into ERCOT, LP&L anticipated that it would no longer need the Partial Requirements Power Service being provided by SPS; and

WHEREAS, in recognition of these changes, on May 27, 2021, LP&L and SPS entered into a Settlement Agreement to terminate the PPA and which also contemplated that SPS and LP&L would sell to and/or purchase from each other assets and real property, including easements that the selling party would not require and the purchasing party would require for the operation of their respective systems; and

WHEREAS, in connection with the approval of the Settlement Agreement by the Federal Energy Regulatory Commission ("FERC") in FERC Docket No. ER23-1144-000 (the "FERC Proceeding"), on August 11, 2023, the parties to the FERC Proceeding entered into a settlement (the "FERC Settlement") pursuant to which, among other terms, SPS agreed to offer to sell to the parties certain assets and real property, including easements, (the "Assets") that SPS would no longer require for operation of its system after the transfer of the LP&L load into ERCOT; and

WHEREAS, the Settlement Agreement was approved by the Public Utility Commission of Texas on March 22, 2023 in Docket No. 53529 and by the FERC on Sept 28, 2023 in Docket No. ER-23-1144-000; and

WHEREAS, pursuant to the FERC Settlement, LP&L was given a right of first refusal ("ROFR") for a ninety (90) day period from September 28, 2023, the effective date of the FERC Order approving the Settlement Agreement, to purchase certain of the Assets from SPS; and

WHEREAS, LP&L has exercised its ROFR and SPS and LP&L are entering into this Agreement to memorialize the purchase and sale of Assets, as previously agreed; and

NOW, THEREFORE, SPS and LP&L enter into this Agreement for Sale and Purchase of Utility Assets, and the Parties agree to the following terms and conditions.

Article 1.
DEFINITIONS

1.01 "Access Easement" means the agreement attached hereto as Exhibit G.

1.02 "Assets" means collectively the Transaction A Assets and the Transaction B Assets.

1.03 "Closing" has the meaning set forth in Section 7.01.

1.04 "Closing Date" means the date established for Closing pursuant to Article 7.

1.05 "Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods or acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made by an entity owning the applicable facilities or equipment throughout their entire useful lives, would have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and timing requirements.

1.06 "LP&L Assignment" means the Deed and Assignment of Easements, a copy of which is attached hereto as Exhibit E, and by this reference, incorporated herein, which shall transfer and convey the Doud Substation Property and shall transfer and assign those certain easements identified on Exhibit B from LP&L to SPS.

1.07 "LP&L Bill of Sale" means the bill of sale transferring the Transaction B Personal Property from LP&L to SPS, a copy of which is attached hereto as Exhibit F, and incorporated by reference herein.

1.08 "Party" means either SPS or LP&L, and "Parties" means both SPS and LP&L.

1.09 "Doud Substation Property" means the Doud Substation and real property on which it is located, commonly known as 4201 Frankford Avenue, City of Lubbock, Lubbock County, Texas, and more fully described on Exhibit B.

1.10 "SPS Bill of Sale" means the bill of sale transferring the Transaction A Personal Property from SPS to LP&L, a copy of which is attached hereto as Exhibit D, and incorporated by reference herein.

1.11 "SPS Assignment" means the assignment transferring the Transaction A Land Rights from SPS to LP&L, a copy of which is attached hereto as Exhibit C, and incorporated by reference herein.

1.12 "Title Company" means Stewart Title, 7810 Hillside Rd, Suite 200, Amarillo, TX 79119, ATTN Amber Honea.

1.13 "Transaction A" means the sale, transfer and conveyance of the Transaction A Assets from SPS to LP&L, as described in Section 2.01.

1.14 "Transaction A Assets" means the Transaction A Personal Property and Transaction A Land Rights described on Exhibit A attached hereto and incorporated herein by reference.

1.15 "Transaction B" means the sale, transfer, conveyance and assignment of Transaction B Assets from LP&L to SPS, as described in Section 2.02.

1.16 "Transaction B Assets" means the Transaction B Personal Property and Transaction B Land Rights described on Exhibit B attached hereto and incorporated herein by reference.

Article 2.
SALE AND PURCHASE

2.01 **Transaction A**. Subject to and in accordance with the terms of this Agreement, including the representations and warranties detailed in Article 6 below, SPS agrees to sell to LP&L, and LP&L agrees to purchase from SPS, the Transaction A Assets.

2.02 **Transaction B**. Subject to and in accordance with the terms of this Agreement, including the representations and warranties detailed in Article 6 below, LP&L agrees to sell to SPS, and SPS agrees to purchase from LP&L, the Transaction B Assets.

2.03 **Regulatory Approvals**. The Parties understand that the sale of the Assets is contingent upon regulatory approval of the transfer of a portion of LP&L's and SPS's respective Certificates of Convenience and Necessity associated with the Assets, such transfer(s) requiring prior review of the Public Utility Commission of Texas ("PUCT") and its approval (the "PUCT Approval"). Promptly after the execution and delivery of this Agreement, SPS and LP&L will jointly apply for the PUCT Approval, whether in one (1) or multiple CCN applications or modifications with the PUCT. PUCT Approval authorizing this transaction shall include the final approval of any transfer or modification to each Party's CCN(s) necessary to accomplish the transfer of the Assets as contemplated herein; to the extent such approval involves more than one CCN docket, the PUCT Approval for purposes of this Agreement shall occur upon the approval obtained in the last of the CCN dockets required. If, within 90 days following the Effective Date of this Agreement, either Party has a good faith basis to conclude that the PUCT Approval will

not be obtained, then such Party may terminate this Agreement by notice to the other Party, in which event the Parties shall be released from all obligations under this Agreement.

2.04 **Access Easement**. In addition to the transactions contemplated by Sections 2.01 and 2.02 above, to allow LP&L continued access to certain of its property after Closing, some of which is not the subject of this Agreement, the Parties will execute and deliver the Access Easement at Closing.

Article 3.
FINANCIAL MATTERS

3.01 **Purchase Price**. The purchase price for the

(a) Transaction A Assets is $329,453.00 ("LP&L Purchase Price"); and

(b) Transaction B Assets is $317,202.00 ("SPS Purchase Price").

Except as provided in Section 8.01, the (i) SPS Purchase Price, as adjusted as provided herein, shall be payable by SPS to LP&L in cash, certified funds, or by wire transfer or immediately available funds on the Closing Date, and the (ii) LP&L Purchase Price, as adjusted as provided herein, shall be payable by LP&L to SPS in cash, certified funds, or by wire transfer or immediately available funds, on the Closing Date.

3.02 **Intentionally Deleted.**

3.03 **Taxes and Prorations**.

(a) General real property taxes for the real property that is the subject of this Agreement for the year in which the Closing Date occurs shall be apportioned between the Parties based upon the most recent levy and assessment. Real Property taxes that are due and payable in the year of Closing shall be prorated as of the Closing Date, with the selling Party to be responsible for payment of said taxes attributable to the real property owned during the period up to and including the Closing Date, and purchasing Party to be responsible for payment of said real property taxes attributable to the property purchased and acquired beginning on the Closing Date for the period after the Closing Date.

(b) Each Party will pay all costs and expenses with regard to the Assets in its possession and any personal property, ad valorem or any other taxes due on those Assets up to Closing. Each Party will assume liability for and shall pay all personal property, ad valorem and any other taxes regarding Assets in its possession that accrue after the date of the Closing.

(c) The Parties shall equally divide any transfer, sales, use, gross receipts or similar taxes, and all documentary fees and recording fees required for recordation of the

instruments transferring the property and all other documents required to transfer title to the Assets.

(d) LP&L will pay the basic premium for the Title Policy for the Doud Substation Property. SPS will pay the cost of any lender's title insurance, any charge for the deletion of pre-printed exceptions, any extended title coverage, and any endorsements whether desired by SPS, required by its lender or otherwise.

(e) The Parties shall equally divide the escrow and/or closing fee payable to Title Company at Closing.

(f) Except as otherwise specifically set forth in this Agreement, all other items that are customarily prorated in the State and County in which the Assets are located, in transactions similar to the transaction contemplated by this Agreement, shall be prorated between the Parties in the customary manner.

Article 4.
TITLE AND INSPECTION

4.01 **Title Evidence**. LP&L shall provide, at LP&L's expense, the following title evidence to SPS:

(a) Within TEN (10) days following the Effective Date, a commitment for an owner's title insurance policy, issued by Title Company, to insure title to the Doud Substation Property as of the Closing Date in an amount equal to the Purchase Price ("Title Commitment") and copies of all documents, instruments and matters shown as exceptions in the Title Commitment which are recorded in the office of the clerk and recorder of the county in which the Property is located.

(b) Within FIVE (5) days following the Effective Date, any existing survey of the Property showing improvements and all encumbrances. SPS may, during the Inspection Period, obtain an ALTA/ACSM survey ("Survey") of the Doud Substation Property.

As used in this Agreement, "Title Evidence" means all items outlined in this Section.

4.02 **Title Policy**. A standard form ALTA Owner's title insurance policy ("Title Policy") for the Doud Substation Property will be delivered to SPS by the Title Company following Closing subject only to Permitted Exceptions.

4.03 **Title Review**. SPS shall notify LP&L of its objection or acceptance to the condition of title shown by the Title Evidence no later than the expiration of the Inspection Period, as defined in Section 4.05 ("Title Objection Date"). If SPS does not give notice to LP&L on or before the Title Objection Date identifying the matters reflected in the Title Evidence that are

acceptable and/or objectionable to SPS (the "Title Notice"), then SPS shall be deemed to have accepted the Transaction B Assets. Any matters identified by Purchaser in the Title Notice as acceptable shall be deemed "Permitted Exceptions." If the Title Notice identifies any matter in the Title Evidence to which SPS objects, LP&L shall use reasonable effort to correct said item(s) on or before the date which is five (5) business days prior to the Closing Date. SPS shall have an additional five (5) day period after receipt in which to object to any revisions or endorsements to the Title Evidence as may be issued from time to time after the Title Objection Date, and the Closing Date shall be extended if and as necessary to allow SPS time to object. Notwithstanding any provision of this Agreement that may be interpreted to the contrary, whether or not objected to by SPS, monetary liens shall in no event be deemed Permitted Exceptions and if LP&L does not cause such monetary liens to be released at or prior to Closing, SPS may, at its option, deduct the amount of any monetary lien from the SPS Purchase Price at Closing.

4.04 **Information**. Each Party, without cost to the other Party, shall provide the other Party with copies of all surveys, maps, plats, permits, licenses, and similar documents pertaining to or affecting the LP&L Assets and/or SPS Asset (collectively, the "Information") in the possession or control of such Party. The Information shall be delivered to the other Party on or before five (5) days after the Effective Date. In the event of termination of this Agreement for any reason after the Effective Date, each Party, without additional cost to the other, shall promptly return to the other Party all copies of the Information that are in such Party's possession or under such Party's control.

4.05 **Inspection**. For a period of sixty (60) days following the receipt of the Title Evidence ("Inspection Period"), either Party may, at such Party's expense, investigate the Assets and all matters relevant to its condition, acquisition, development, operation, and usage. Following the Effective Date, the Parties and their respective employees, agents and contractors shall have the right to enter the Transaction A Real Property and Transaction B Real Property during normal business hours and upon reasonable prior notice to the other Party to inspect the same, perform surveys, environmental assessments, soil and other tests and for other investigations and activities consistent with the purposes of this Agreement. Upon completion of such activities, the investigating Party shall restore the Assets to as near a condition as existed immediately prior to the entry by such Party as is reasonably possible, provided however, neither Party shall not be liable for any prior environmental contamination or any other existing condition on the Assets.

Article 5.
CONDITION OF ASSETS

5.01 **Maintenance Prior To Closing**. The Parties recognize that the Closing of the transaction contemplated by this Agreement may not occur prior to the date which LP&L transitions to ERCOT. The anticipated date for the completion of LP&Ls integration into ERCOT is December 11, 2023 ("Integration Date"). The Parties agree that beginning on the Integration Date, and continuing until the Closing Date, LP&L will assume responsibility for the maintenance

of SPS Assets and shall conduct such maintenance in a good, workmanlike manner, in accordance with standard utility practices and shall bear all maintenance costs of the SPS Assets. In the event the PUCT Approval described in Section 2.03 is not obtained, this transaction fails to close, and this Agreement is terminated, SPS agrees that all maintenance of the SPS Assets shall revert to SPS on the agreement termination date.

5.02 **"AS-IS" Condition of Assets**. The Assets will be conveyed and sold by each Party, and all of them will be accepted by the other Party, in their present condition, "AS IS", "WHERE IS", and WITH ALL FAULTS, and that except for the representations contained in Article 6 and the warranties of title, if any, expressly contained in the LP&L Assignment and/or SPS Assignment, such sale shall be without representation or warranty, express or implied, either oral or written, made by either Party or any agent or representative of either Party with respect to the physical or structural condition of the Assets. The Parties make no additional express representations or warranties, except those warranties and representations expressly provided in this Agreement, and DISCLAIM ANY IMPLIED WARRANTIES, concerning the physical or structural condition of the Assets, MERCHANTABILITY of the Assets, or their FITNESS FOR ANY PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY LAW, SELLER SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, ARISING FROM THE SALE OF THE ASSETS OR THE BUYER PARTY'S USE OF THE ASSETS, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM FOR DAMAGES MAY BE BASED.

Article 6.
REPRESENTATION AND WARRANTIES

6.01 **SPS**. To SPS's current actual knowledge, SPS represents and warrants to LP&L as of the Effective Date of this Agreement as follows:

(a) SPS is a corporation duly organized, validly existing and in good standing under the laws of the State of New Mexico and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by SPS pursuant hereto. This Agreement has been duly executed and delivered by SPS and is a valid and binding obligation of SPS. The individuals signing this Agreement, and the documents and instruments required to be delivered by SPS pursuant hereto, on behalf of SPS have full power and authority to enter into this Agreement on behalf of SPS and to bind SPS to the terms hereof.

(b) SPS is the sole fee title owner of the Transaction A Assets. No person or entity is in possession of any of the Transaction A Assets, nor is any person or entity entitled to possession of any of the Transaction A Assets, other than SPS. There are no unrecorded leases, licenses, easements, agreements or contracts affecting the Transaction A Assets.

(c) Save and except the regulatory approvals that are necessary to close this transaction as described herein, there are no suits, actions or proceedings pending or, to SPS's knowledge, threatened against SPS or relating to the Transaction A Assets by or before any judicial, governmental, or regulatory authority. SPS further warrants and represents that it is not subject to any judgment, order, or decree of any judicial, governmental, or regulatory authority.

(d) SPS is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

(e) SPS is not a Prohibited Person (as defined below). As used herein, a "Prohibited Person" is (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"), (ii) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order, (iii) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at its official website, http://www.treas.gov/offices/enforcement/ofac, (iv) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC, or (v) a person or entity that is affiliated with any person or entity identified in clauses (i), (ii), (iii) and/or (iv) of this paragraph. To SPS's knowledge, none of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Agreement is a Prohibited Person. The funds or other assets purchaser will transfer to seller under this Agreement are not the property of, or beneficially owned, directly or indirectly, by a Prohibited Person. The funds or other assets purchaser will transfer to seller under this Agreement are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7).

SPS's representations and warranties shall survive Closing, for a period of six (6) months, provided SPS shall have no liability with respect to any breach of a particular representation and warranty if LP&L shall fail to give written notice to SPS within a reasonable time after discovery and to commence an action against SPS with respect to the breach in question within six (6) months after Closing. SPS shall have no liability after the stated period with respect to SPS's representations. Wherever herein a representation is made based upon the knowledge of, or notice to, SPS, such knowledge or notice, is limited to the actual knowledge without duty of inquiry of, or notice received by Kevin Brimeyer, Manager, Wholesale Accounts, provided nothing in this Agreement will be deemed to be a representation made by Kevin Brimeyer other than in his representative capacity, and LP&L hereby expressly releases Kevin Brimeyer from any and all personal liability arising out of this Agreement or the representations made herein.

6.02 **LP&L**. To LP&L's current actual knowledge, LP&L represents and warrants to SPS as of the Effective Date of this Agreement as follows:

(a) LP&L is a home rule municipality and political subdivision of the State of Texas and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by LP&L pursuant hereto. This Agreement has been duly executed and delivered by LP&L and is a valid and binding obligation of LP&L. The individuals signing this Agreement, and the documents and instruments required to be delivered by LP&L pursuant hereto, on behalf of LP&L have full power and authority to enter into this Agreement on behalf of LP&L and to bind LP&L to the terms hereof.

(b) LP&L is the sole fee title owner of the Transaction B Assets. No person or entity is in possession of any of the Transaction B Assets, nor is any person or entity entitled to possession of any of the Transaction B Assets, other than SPS. There are no unrecorded leases, licenses, easements, agreements or contracts affecting the Transaction B Assets.

(c) Save and except the regulatory approvals that are necessary to close this transaction as described herein, there are no suits, actions or proceedings pending or, to LP&L's knowledge, threatened against LP&L or relating to the Transaction B Assets by or before any judicial, governmental, or regulatory authority. LP&L further warrants and represents that it is not subject to any judgment, order, or decree of any judicial, governmental, or regulatory authority.

(d) LP&L is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

(e) LP&L is not a Prohibited Person (as defined below). As used herein, a "Prohibited Person" is (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"), (ii) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order, (iii) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at its official website, http://www.treas.gov/offices/enforcement/ofac, (iv) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC, or (v) a person or entity that is affiliated with any person or entity identified in clauses (i), (ii), (iii) and/or (iv) of this paragraph. To LP&L's knowledge, none of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Agreement is a Prohibited Person. The funds or other assets purchaser will transfer to seller under this Agreement are not the property of, or beneficially owned, directly or indirectly, by a Prohibited Person. The funds or other assets purchaser will transfer to seller under this Agreement are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7).

LP&L's representations and warranties shall survive Closing, for a period of six (6) months, provided LP&L shall have no liability with respect to any breach of a particular representation and warranty if SPS shall fail to give written notice to LP&L within a reasonable time after discovery and to commence an action against LP&L with respect to the breach in question within six (6) months after Closing. LP&L shall have no liability after the stated period with respect to LP&L's representations. Wherever herein a representation is made based upon the knowledge of, or notice to, LP&L, such knowledge or notice, is limited to the actual knowledge without duty of inquiry of, or notice received by Joel Ivy, LP&L's Chief Administrative Officer, provided nothing in this Agreement will be deemed to be a representation made by Joel Ivy other than in his representative capacity, and SPS hereby expressly releases Joel Ivy from any and all personal liability arising out of this Agreement or the representations made herein.

Article 7.
CLOSING

7.01 **Time and Place of Closing**. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place on a date (the "Closing Date") and at a time and place that is mutually acceptable to the Parties, and shall occur no earlier than the completion of the following: (i) five (5) days following the end of the Inspection Period, and (ii) twenty-one (21) days after the date the PUCT Approval becomes final and non-appealable. The Closing shall be held at the offices of the Title Company, except that the Parties may deposit with Title Company their respective closing deliveries, as described below, on or before the Closing Date with appropriate instructions for recording and disbursement consistent with this Agreement.

7.02 **Deliveries by SPS at Closing.** At Closing, SPS shall deliver the following to LP&L:

(a) A duly executed and acknowledged SPS Assignment, substantially in the form of Exhibit C attached to this Agreement, conveying to LP&L the Transaction A Land Rights, free and clear of all liens, encumbrances and other exceptions, except for the Permitted Exceptions;

(b) A properly executed SPS Bill of Sale, substantially in the form of Exhibit D attached to this Agreement, transferring the Transaction A Personal Property;

(c) The Access Easement, in the form attached as Exhibit G;

(d) Any corporate resolutions authorizing the consummation of this transaction;

(e) The Purchase Price;

(f) Any other documents reasonably necessary to the consummation of the transaction contemplated by this Agreement; and

(g) The Indenture Release (defined below).

7.03 **Deliveries by LP&L at Closing.** At Closing, LP&L shall deliver the following to SPS:

(a) A duly executed and acknowledged LP&L Assignment, substantially in the form of Exhibit E attached to this Agreement, conveying to SPS the Transaction B Land Rights, free and clear of all liens, encumbrances and other exceptions, except for the Permitted Exceptions.

(b) A properly executed LP&L Bill of Sale, substantially in the form of Exhibit F attached to this Agreement, transferring the Transaction A Personal Property;

(c) The Access Easement, in the form attached as Exhibit G;

(d) The purchase price for the Assets, which may be paid by check or by wire transfer of immediate available funds to an account designated by each Party;

(e) Certified copies of resolutions authorizing the consummation of the transaction;

(f) LP&L shall cause Title Company to obtain and deliver to SPS, at Seller's expense, a current certificate of taxes due on the Doud Substation Property.

(g) Any other documents reasonably necessary to the consummation of the transaction contemplated by this Agreement.

7.04 **Closing Costs.** Each Party shall be responsible for its own costs and expenses, including attorneys' fees, in connection with the negotiation, preparation, and execution of this Agreement. Buyer shall be responsible for any recording or filing fees with respect to the Bill of Sale.

Article 8.
MISCELLANEOUS

8.01 **Casualty Loss.** Notwithstanding LP&L's obligation to maintain the SPS Assets beginning on the Integration Date, each Party assumes all risk of loss due to fire or other casualty up to the time of Closing regarding the Assets in its possession. If any of the Assets are damaged by fire or other casualty before the Closing, the possessing Party will notify the other Party of the damage promptly after learning of it, and repair or replace any damaged Assets before the Closing. To the extent there is a casualty loss prior to the Closing, the acquiring Party shall pay the selling Party the incremental increased cost above the relevant Transaction A or Transaction B Purchase Price, as set forth in Section 3.01, for such repair or replacement, which total incremental increased cost shall not exceed $100,000.00.

8.02 **Remedies.** If a Party defaults in the performance of such Party's obligations under this Agreement and such default continues for ten days after the non-defaulting Party has notified the defaulting Party of the default, the non-defaulting Party may elect to:

(a) terminate this Agreement by notice to the other Party;

(b) whether or not the non-defaulting Party elects to terminate this Agreement, pursue an action for damages proximately caused by the other Party's breach or default.; or

(c) seek specific performance of this Agreement, together with incidental damages that would not have been incurred by the non-defaulting Party had the default not occurred.

8.03 **Survival.** All covenants, warranties and representations set forth in this Agreement shall survive Closing.

8.04 **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given (a) on personal delivery, (b) on the first business day after receipted delivery to a courier service that guarantees next-business-day delivery, under circumstances such that the guarantee is applicable, (c) four business hours after transmission by an industry-standard fax machine, provided receipt of the transmission is confirmed by telephone, or (d) four business hours after a ".pdf" (portable document format) digital image of such communication is transmitted by electronic mail, directed in any case to the intended recipient of such notice in accordance with the following:

If to SPS:

Southwestern Public Service Company
790 S. Buchanan St.
Amarillo, TX 79101
Attention: Adrian Rodriguez
Telephone: (806) 378-2824
Fax: (806) 378-2995
E-mail: adrian.j.rodriguez@xcelenergy.com

If to LP&L:

Lubbock Power & Light
Joel Ivy
Chief Administrative Officer
1301 Broadway Street
Lubbock, TX 79401
Telephone: (806) 775-2704
Fax: (806) 775-3112
E-mail: jivy@mylubbock.us

If to Title Company: Stewart Title
7810 Hillside Rd
Suite 200
Amarillo, TX 79119
Attention: Amber Honea

Either Party may change such Party's address for notices or copies of notices by notice to the other Party in accordance with this paragraph.

8.05 **Governing Law.** This Agreement shall be construed and enforced in accordance with the substantive, internal laws of the State of Texas, without regard to its conflicts of laws rules. The obligations of the Parties under this Agreement are all to be performed in Lubbock, Texas.

8.06 **Expenses of Enforcement.** In any proceeding to enforce or contest any provision of this Agreement, or to obtain a declaration of the rights or responsibilities of any Party, each Party shall be responsible for its own costs and expenses, including attorneys' fees, incurred by such Party in connection with such proceeding.

8.07 **Prior Agreements Superseded; No Oral Modification.** This Agreement constitutes the final and complete expression of the Parties' agreement concerning the Purchase and Sale of the Assets, and supersedes any prior negotiations, agreements or understandings, whether oral or written. This Agreement may not be modified, discharged or changed in any respect, except by a further written agreement signed by both Parties. To the extent that any terms of this Agreement conflict with the PUCT Approval or the terms provided in the Stipulation and Agreement of Partial Settlement filed in FERC Docket Nos. ER19-675-000 and EL19-83-000, the parties shall negotiate in good faith to resolve such conflict; provided that if such conflict is not resolved by the Parties within ninety (90) days of the relevant approval order, either Party may terminate this Agreement.

8.08 **Waivers**. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof.

8.09 **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement except as provided in Section 8.07.

8.10 **Time**. Time is of the essence with respect to all actions to be taken by either Party under this Agreement. In the event the last day permitted for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday, or legal holiday, the time for such performance will be extended to the next succeeding business day. Each time period under this Agreement will exclude the first day and include the last day of such time period.

8.11 **Waiver of Trial by Jury**. Each party expressly and irrevocably waives any right to trial by jury in any action or proceeding arising out of this Agreement.

8.12 **Counterparts**. Each Party agrees to be bound by such Party's signature on a counterpart image of this Agreement, transmitted by facsimile or electronic mail, to the same extent as though such counterpart, manually signed by such Party, had been physically delivered to the intended recipient of the facsimile or electronic mail transmission, and agrees to accept the signature of any other Party hereto, transmitted by facsimile or electronic mail, as equivalent to a manually signed original signature. However, each Party also agrees to provide such manually signed counterparts of this Agreement as may reasonably be requested by any other Party.

8.13 **Assignment; Successors and Assigns Bound.** Neither Party may assign such Party's rights or delegate such Party's duties under this Agreement without the prior consent of the other Party. Subject to the foregoing provisions of this section, this Agreement shall bind and benefit the Parties and their respective successors and permitted assigns.

8.14 **Indenture Release**. As of the date of this Agreement, the SPS Assets are subject to the SPS's Indenture to U.S. Bank National Association dated as of August 1, 2011 and recorded on August 3, 2011 in the Office of the Clerk and Recorder for Lubbock County, Texas at Reception No. 2011026116 and any supplements thereto ("**Indenture**"). SPS shall promptly apply for a release of the SPS Assets from SPS's Indenture ("**Indenture Release**") following the Effective Date. The Parties agree that SPS's obligation to close the transaction described in this Agreement shall be subject to SPS obtaining the Indenture Release. The Parties further agree that in the event SPS has not obtained the Indenture Release on or before the Closing Date, the Closing Date shall automatically extend for a reasonable period of time, not to exceed ninety (90) days, to facilitate SPS's obtaining the Indenture Release.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first shown above, effective as of the date of the last of the Parties have executed this Agreement (the "Effective Date").

SPS:

SOUTHWESTERN PUBLIC SERVICE COMPANY, a New Mexico corporation

By:_____
Name: _____
Title: _____
DATE:_____

[signatures continue on next page]

LP&L:

The City of Lubbock, Texas a home rule municipal corporation organized under the laws of the State of Texas, acting by and through Lubbock Power & Light

Gwen Stafford, Electric Utility Board Chair

DATE: 12/4/23

ATTEST:

Eddie Schulz, Electric Utility Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer -LP&L

APPROVED AS TO FORM:

Carolyn Shellman, Interim General Counsel-LP&L

EXHIBIT A

(Transaction A Assets)

[SPS to LP&L]

Transaction A Personal Property:

1. The approximately 8.1-mile portion of Transmission Line 69-kV Y-50 that begins at approximately Latitude, Longitude point 33.527482°, -101.964727° and terminates at approximately Latitude, Longitude point 33.527550°, -101.827294° and is located in Lubbock County, Texas. According to Seller's records, the Assets include 118 wood poles, 55 wood cross-arms, 246 post-type insulators, 10 steel poles, 10 concrete foundations, approximately 171,864 feet of phase and static conductors and associated insulators, guying and hardware. The sale of assets includes the transfer of all right-of-way instruments associated with said assets.

2. The approximately 1.6-mile portion of 69-kV Transmission Line Y-64 that begins at approximately Latitude, Longitude point 33.559671°, -101.832769° and terminates at approximately Latitude, Longitude point 33.560226°, -101.806385° and is located in Lubbock County, Texas. According to Seller's records, the Assets include 36 wood poles, 64 wood cross-arms, 39 insulated crossarms, approximately 50,668 feet of phase and static conductors, and associated insulators, guying and hardware.

3. The approximately 2.6-mile portion of 69-kV Transmission Line Y-64 that begins at approximately Latitude, Longitude point 33.527556°, -101.827224° and terminates at approximately Latitude, Longitude point 33.549045°, -101.803325° and is located in Lubbock County, Texas. According to Seller's records, the Assets include 53 wood poles, 40 wood cross-arms, 15 post-type insulators, one steel pole, one concrete foundation, approximately 56,746 feet of phase and static conductors, one gang-operated switch and associated insulators, guying and hardware.

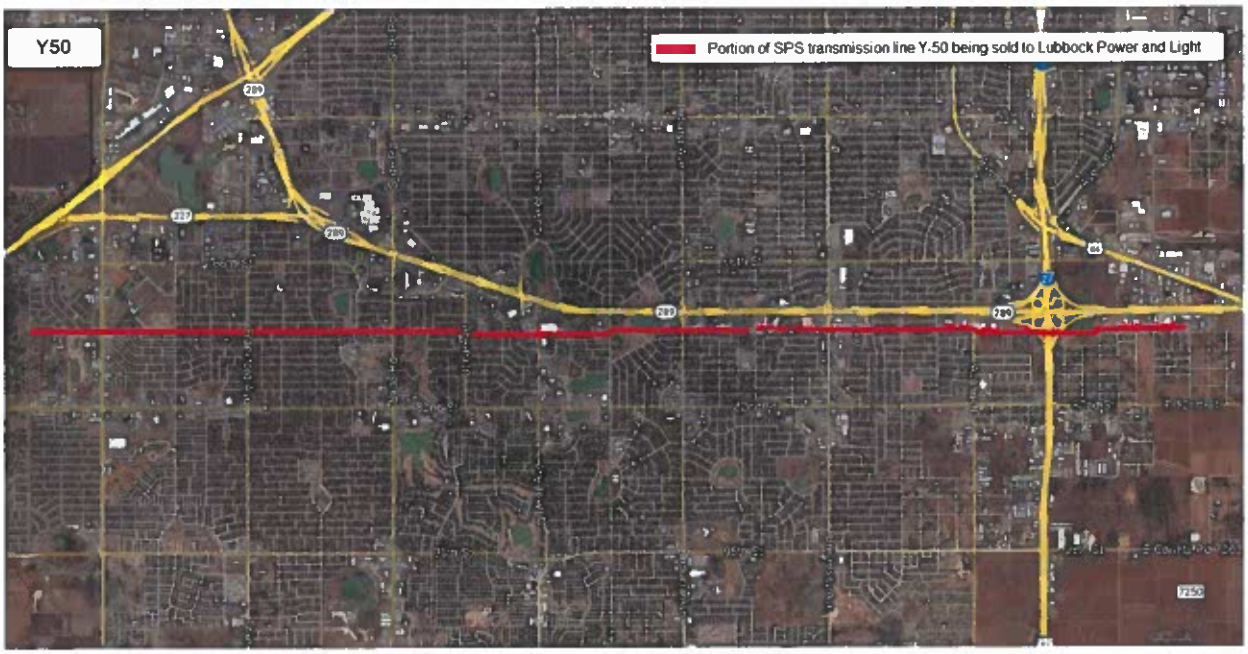
4. The entire approximately two-mile 115-kV Transmission Line V-46 that begins at approximately Latitude, Longitude point 33.527410°, -101.879325° and terminates at approximately Latitude, Longitude point 33.555306°, -101.879027° and is located in Lubbock County, Texas. According to Seller's records, the Assets include 30 steel poles, 30 concrete foundations, 121 crossarms, approximately 43,872 feet of phase and static conductors and associated insulators and hardware.

5. The approximately two-mile portion of 115-kV double-circuit Transmission Lines V-45 and T-83 that begins at approximately Latitude, Longitude point 33.527306°, -101.879324° and terminates at approximately Latitude, Longitude point 33.499494°, -101.879003° and is located in Lubbock County, Texas. According to Seller's records, the Assets include 14 steel poles, 14 concrete foundations, 112 crossarms, approximately 75,436 feet of phase and static conductors and associated insulators and hardware.

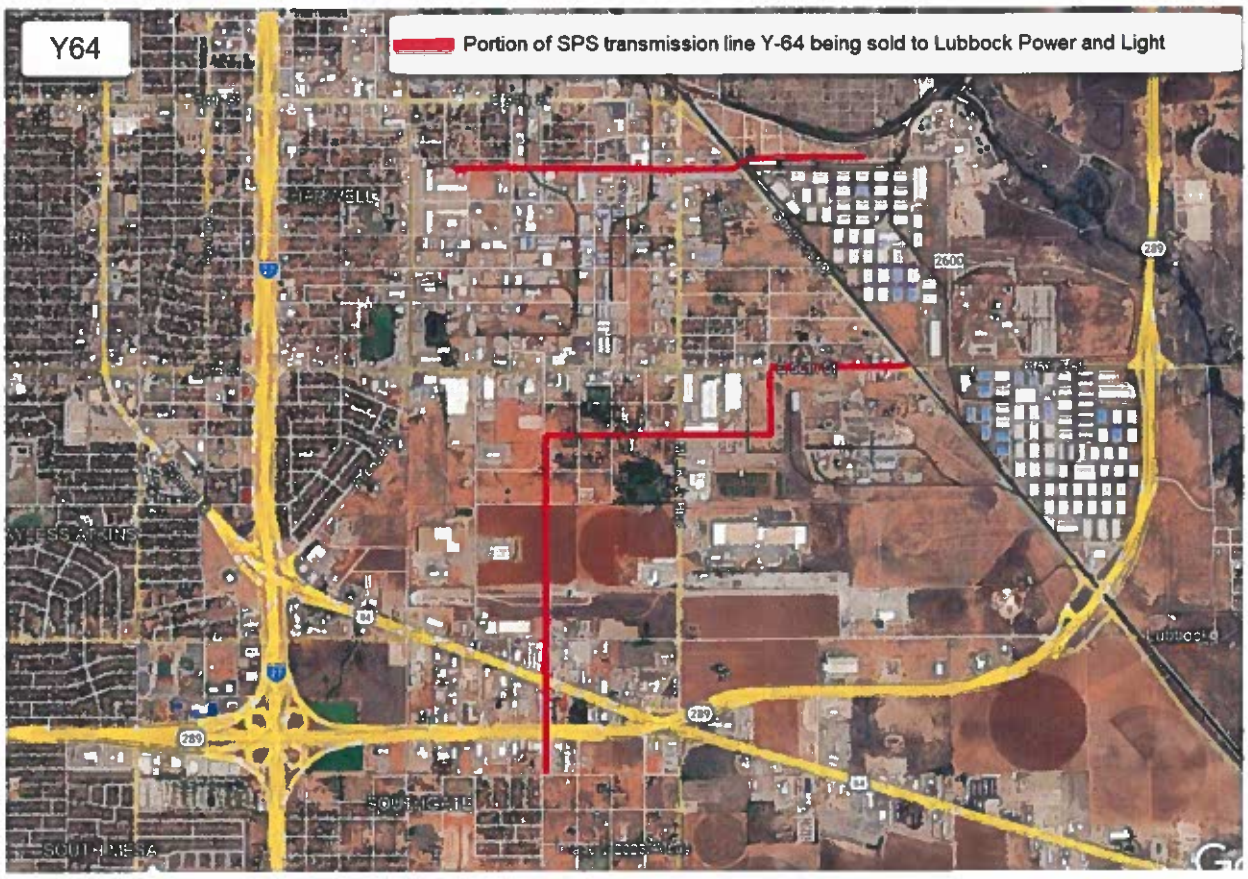
6. All the transmission substation equipment located inside the fence of Indiana Substation bounded by the existing fence with an approximate Latitude, Longitude point starting at 33.613061°, -101.887601° to 33.613715°, -101.887604° to 33.613714°, -101.886945° to 33.613053°, -101.886948° and back to the beginning point of 33.613061°, -101.887601°. All these assets are located in Lubbock County, Texas. According to Seller's records, the Assets include two 115kV circuit breakers, potential transformers, switches, bus, insulators, steel structures and stands, concrete foundations, wiring, relays, control devices and associated hardware and devices.

Depictions of the Transaction A Assets

SPS Transmission Line Y-50 (as related to item 1. above)



SPS Transmission Line Y-64 (as related to items 2. and 3. above)



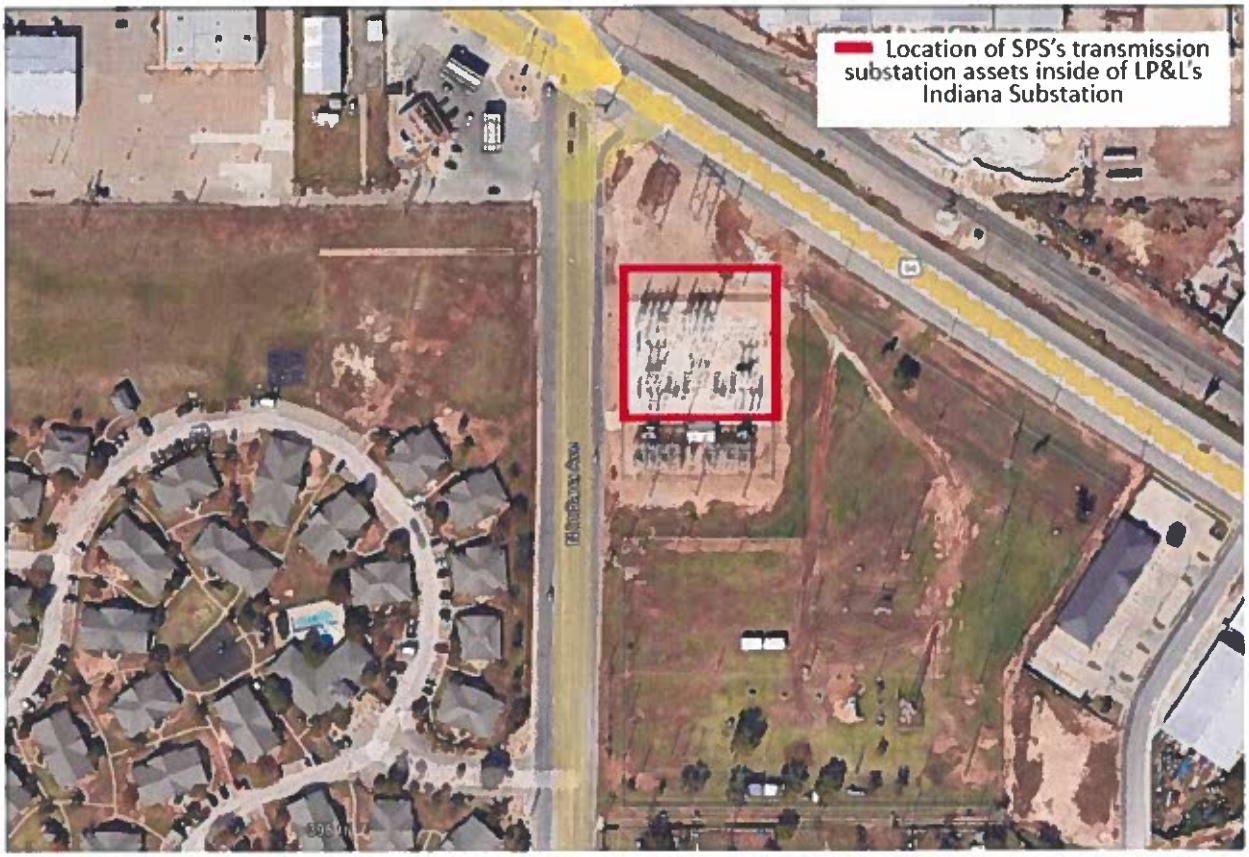
SPS Transmission Line V-46 (as related to item 4. above)



SPS Double-Circuit Transmission Lines T-83 and V-45 (as related to item 5. above)



SPS Transmission Substation Equipment Located Inside LP&L's Indiana Substation (as related to item 6. above)



Transaction A Land Rights:

Fee Property:

Filename	Type of Grant	Grantor	Grantee	Date	Date of Recording	Volume	Page	County
5986_157.00.pdf	Deed Without Warranty	Lubbock Land Company, Two Ltd.	Southwestern Public Service Company	8/14/1998	9/10/1998	5986	157	Lubbock

TRACT 1: TRACTS A-1, A-2 and A-3, SUMMERFIELD ADDITION to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 4933, Page 91 of the Real Property Records of Lubbock County, Texas.

TRACT 2: TRACT A-4, SUMMERFIELD ADDITION to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5261, Page 156 of the Real Property Records of Lubbock County, Texas.

TRACT 3: TRACTS A-5 and A-6, SUMMERFIELD ADDITION to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5464, Page 72 of the Real Property Records of Lubbock County, Texas.

TRACT 4: TRACTS A-7 and A-8, SUMMERFIELD ADDITION to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5876, Page 64 of the Real Property Records of Lubbock County, Texas.

Easements:

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
1201_285.00.pdf	Easement and Right Of Way	Mary T. George	Southwestern Public Service Company	3/20/1969	5/8/1969	1201	285	Lubbock
1201_287.00.pdf	Easement and Right Of Way	Jerome George and Wife Morrine George	Southwestern Public Service Company	3/20/1969	5/8/1969	1201	287	Lubbock
1201_289.00.pdf	Easement and Right Of Way	A. D. McKee and wife, Natalie McKee and Equitable Savings Association	Southwestern Public Service Company	3/7/1969	5/8/1969	1201	289	Lubbock
1201_365.00.pdf	Easement and Right Of Way (aerial easement only)	Hugo Reed	Southwestern Public Service Company	2/19/1969	5/8/1969	1201	365	Lubbock
1201_369.00.pdf	Easement and Right Of Way	H. C. Lewis	Southwestern Public Service Company	2/27/1969	5/8/1969	1201	369	Lubbock
1203_258.00.pdf	Easement and Right Of Way	Mary Ellis Key	Southwestern Public Service Company	4/24/1969	5/28/1969	1203	258	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
New-Lubbock-1205_388.pdf	Judgement Of Court In Absence of Objection	L. T. Foster and Wife, Laura Leona Foster, And Connecticut Mutual Life Insurance Company	Southwestern Public Service Company	5/26/1969	5/26/1969	1205	388	Lubbock
V45_LubbockCounty_1672_845.pdf	Judgement	Robert A. Gentry and Wife, Johnnie Sue Gentry, and Bruce E. Gentry, SR.	Southwestern Public Service Company	12/21/1979	12/21/1979	1672	845	Lubbock
497_657.00.pdf	Easement and Right Of Way	Elmer V. East and The Lubbock National Bank, Trustee	Southwestern Public Service Company	4/7/1953	5/7/1953	497	657	Lubbock
497_689.pdf	Easement and Right Of Way	Rose Manning	Southwestern Public Service Company	4/15/1953	5/7/1953	497	689	Lubbock
497_691.00.pdf	Easement and Right Of Way	Luella McCoy, Administrator of the P. C. McCoy Estate	Southwestern Public Service Company	4/9/1953	5/7/1953	497	691	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
498_5.00.pdf	Easement and Right Of Way	Irene Northington	Southwestern Public Service Company	4/14/1953	5/7/1953	498	5	Lubbock
498_13.00.pdf	Easement and Right Of Way	Charles R. Bacon	Southwestern Public Service Company	5/4/1953	5/4/1953	498	13	Lubbock
504_581.00.pdf	Easement and Right Of Way	R. C. Burleson	Southwestern Public Service Company	5/20/1953	7/11/1953	504	581	Lubbock
504_583.pdf	Easement and Right Of Way	H. L. Weems	Southwestern Public Service Company	6/6/1953	6/6/1953	504	583	Lubbock
610_687.00.pdf	Easement and Right Of Way	Fort Worth National Bank, Representing Docia Brown, Deceased	Southwestern Public Service Company	3/12/1956	3/16/1956	610	687	Lubbock
615_421.00.pdf	Easement and Right Of Way	W. W. Conley	Southwestern Public Service Company	3/30/1956	4/25/1956	615	421	Lubbock
615_425.00.pdf	Easement and Right Of Way	Joe S. McIlhaney	Southwestern Public Service Company	3/20/1956	4/25/1956	615	425	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
615_441.00.pdf	Easement and Right Of Way	Baxter Honey	Southwestern Public Service Company	4/2/1956	4/25/1956	615	441	Lubbock
681_625.00.pdf	Easement and Right Of Way	Jack M. West and Milton E. West	Southwestern Public Service Company	1/11/1958	1/30/1958	681	625	Lubbock
686_207.00.pdf	Easement and Right Of Way	Elmer V. East and The Lubbock National Bank, Trustee	Southwestern Public Service Company	1/31/1958	3/12/1959	686	207	Lubbock
1290_10.00.pdf	Easement and Right Of Way	Leroy Elmore, Pat T. Merriman, Jack Kastman, and J. D. Badley	Southwestern Public Service Company	12/20/1971	12/30/1971	1290	10	Lubbock
1344_71.00.pdf	Underground Utility Easement	Western Associates, Inc.	Southwestern Public Service Company	5/7/1973	5/8/1973	1344	71	Lubbock
1344_995.00.pdf	Underground Utility Easement	Western Associates, Inc.	Southwestern Public Service Company	5/7/1973	5/15/1973	1344	995	Lubbock
1608_174.00.pdf	Underground Utility Easement	Bearnett Bros Brokerage Co. Inc.	Southwestern Public Service Company	10/2/1978	10/6/1978	1608	174	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
1873_406.00.pdf	Easement and Right Of Way	Mex Tex Realty	Southwestern Public Service Company	12/28/1983	12/28/1983	1873	406	Lubbock
1873_408.00.pdf	Easement and Right Of Way	Paul Rochester Investment Co.	Southwestern Public Service Company	12/28/1983	12/28/1983	1873	408	Lubbock
2448_248.00.pdf	Easement and Right Of Way	H. A. Sessions	Southwestern Public Service Company	2/25/1987	2/25/1987	2448	248	Lubbock
2935_179.00.pdf	Easement and Right Of Way	H. A. Sessions	Southwestern Public Service Company	10/19/1988	10/19/1988	2935	179	Lubbock
3686_322.pdf	Utility Easement	Bluebonnet Savings Bank F.S.B.	Southwestern Public Service Company	8/16/1991	--	3686	322	Lubbock
3686_323.pdf	Rider To Easement	Bluebonnet Savings Bank F.S.B.	Southwestern Public Service Company	8/16/1991	--	3686	323	Lubbock
3686_326.pdf	Utility Easement	Escondido Oil, Inc.	Southwestern Public Service Company	8/13/1991	9/17/1991	3686	326	Lubbock
3686_330.pdf	Utility Easement	Wal-Mart Stores Inc.	Southwestern Public Service Company	7/24/1991	9/17/1991	3686	330	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
New-Lubbock-408_4.pdf	Easement and Right Of Way	S. J. Parchall and Mrs. S. J. Paschall	Southwestern Public Service Company	4/14/1953	4/14/1953	408	3	Lubbock
New-Lubbock-498_7.pdf	Easement and Right Of Way	A. W. Jackson	Southwestern Public Service Company	4/10/1953	5/7/1953	498	7	Lubbock
New-Lubbock-498_11.pdf	Easement and Right Of Way	G. W. Bunyard, Olive Lee Bunyard, Rex E. Lee, and Mary E. Lee	Southwestern Public Service Company	4/17/1953	5/7/1953	498	11	Lubbock
New-Lubbock-498_77.pdf	Easement and Right Of Way	Numerous - see easement	Southwestern Public Service Company	4/3/1953	5/7/1953	498	77	Lubbock
New-Lubbock-615_433.pdf	Easement and Right Of Way	T. DeWitt	Southwestern Public Service Company	4/24/1956	4/24/1956	615	433	Lubbock
394_570.00.pdf	Easement and Right Of Way	Carrie B. Williams	Southwestern Public Service Company	1/28/1950	2/1/1950	394	570	Lubbock
394_571.00.pdf	Easement and Right Of Way	Mrs. Millie Putty	Southwestern Public Service Company	1/6/1950	2/1/1950	394	571	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
407_25.00.pdf	Easement and Right Of Way	J. A. Nunley and wife, Mary E. Nunley	Southwestern Public Service Company	11/28/1949	2/1/1950	407	25	Lubbock
497_657.00.pdf	Easement and Right Of Way	Elmer V. East and The Lubbock National Bank, Trustee	Southwestern Public Service Company	4/7/1953	5/7/1953	497	657	Lubbock
666_45.00.pdf	Right of Way Easement	Furr's Realty Company	Southwestern Public Service Company and the Southwestern Bell Company	4/30/1957	8/13/1957	666	45	Lubbock
678_315.00.pdf	Easement And Right Of Way	Aulyne King Breedlove	Southwestern Public Service Company	12/12/1957	12/30/1957	678	315	Lubbock
686_207.00.pdf	Easement And Right Of Way	Elmer V. East and The Lubbock National Bank, Trustee	Southwestern Public Service Company	1/31/1958	3/12/1959	686	207	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
3796_319.00.pdf	Utility Easement	The Urban Renewal Agency Of The City Of Lubbock, Lubbock County, Texas	Southwestern Public Service Company	2/18/1992	2/25/1992	3796	319	Lubbock

EXHIBIT B

(Transaction B Assets)

[LP&L to SPS]

Transaction B Personal Property:

Substation Equipment at Doud Substation Located at 4201 Frankford Avenue, City of Lubbock, Lubbock County, Texas:

- Transformer: Westinghouse 115,000 – 24,940Y/14,400; Mfr: 1975
- Breakers: 3 X Westinghouse Oil Circuit Breakers; 23kv / 1,200 A; Mfr: 1964
- Recloser: Viper
- Circuit Switcher
- Control House: One battery bank, relays, RTU

Distribution Facilities Located at 4201 Frankford Avenue, City of Lubbock, Lubbock County, Texas:

- 2-300 KVA 3-PH PDMT XFMR
- 1-150 KVA 3-PH PDMT XFMR
- 1-250 KVA 1-PH PDMT XFMR
- 1-167 KVA 1-PH PDMT XFMR

- 1-primary enclosure w/ 3-4 way junction blocks
- 27-200A connecting elbows
- 21-600A t-body connecting elbows

- Approx. 6,500' of 1/0 25kV Al w/ conc. neut. cable
- Approx. 2,800' of 1000MCM 25kV Al w/ conc. neut. cable

- 1-3-PH 25kV riser – Including potheads, brackets, arrestors, fused disconnects and riser conduit
- 1-2-PH 25kV riser – Including potheads, brackets, arrestors, fused disconnects and riser conduit

Transmission Facilities Located at 9111 Private Road 2450, Outside the City of Lubbock, Lubbock County, Texas:

- One (1) steel transmission pole and its concrete foundation located near the southeast corner of SPS's Lubbock South Interchange at approximately Latitude, Longitude point 33.511013°, -101.824875°.

Transaction B Land Rights:

Fee Property:

Doud Substation located at 4201 Frankford Avenue, City of Lubbock, Lubbock County, Texas, more fully described as follows:

> A 0.381 acre tract of land being a portion of Lot 1-A, S.W.P.S. Addition, an addition to the City of Lubbock, Lubbock County, Texas, according to the recorded map or plat thereof, of record in Volume 1946, Page 226 of the Deed Records of Lubbock County, Texas.

Easements:

NONE.

EXHIBIT C

(SPS Assignment)

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.

DEED AND ASSIGNMENT OF LAND RIGHTS

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This ASSIGNMENT OF LAND RIGHTS (this "Assignment") dated as of _____, 20___ (the "Effective Date") is made and entered into by and between Southwestern Public Service Company, a New Mexico corporation ("Seller"), whose address is 790 S. Buchanan, Amarillo, Texas 79118, and the City of Lubbock, a home rule municipality and political subdivision of the State of Texas ("Buyer"), whose address is 1314 Avenue K, Lubbock, Texas 79401. Seller and Buyer are referred to herein collectively as the "Parties" and individually each as a "Party". Capitalized terms used herein but not otherwise defined shall have the meanings ascribed in the Purchase Agreement (defined below).

WHEREAS, the Parties have entered into that certain Agreement for Sale and Purchase of Utility Assets, dated December 11, 2023 (the "Purchase Agreement").

WHEREAS, this Assignment is being delivered pursuant to the terms and conditions of the Purchase Agreement.

NOW THEREFORE, for TEN and 00/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Seller hereby sells, assigns, conveys, transfers and delivers to Buyer all of Seller's right, title and interest in and to the real property located in Lubbock County, Texas more fully described on Schedule 1 attached hereto and incorporated herein by this reference, and all improvements located on it, together with all of Sellers's right, title, and interest in and to (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests appurtenant to the real property and any improvements on the real property, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests of Seller, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property (collectively, the "SPS Property"). TO HAVE AND TO HOLD the SPS Property, together with all singular the rights and appurtenances to it in any way belonging, to Buyer, its successors and assigns forever..

2. Seller hereby sells, assigns, conveys, transfers and delivers to Buyer all of Seller's right, title and interest in and to the easements and rights-of-way described on the Schedule 2 attached hereto and incorporated herein by this reference (the "SPS Assets"). TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, from and after the Effective Date, subject to the terms, covenants, conditions and provisions contained in the Purchase Agreement. Buyer hereby accepts such assignment and agrees to perform, observe, assume and discharge its covenants, obligations and liabilities under the SPS Assets arising form and after the Effective Date.

3. BUYER ACCEPTS THE SPS PROPERTY AND SPS ASSETS COVERED BY THIS ASSIGNMENT ARE SOLD, TRANSFERRED AND DELIVERED "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. BUYER ACKNOWLEDGES THAT IT RELIED SOLELY UPON ITS INDEPENDENT ANALYSIS, EVALUATION AND JUDGMENT OF THE SPS PROPERTY AND SPS ASSETS AND THAT SELLER HAS NOT MADE, AND WILL NOT MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, RELATING TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, EQUIPMENT DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE SPS PROPERTY AND SPS ASSETS IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF BUYER, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AND SELLER SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO BUYER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SPS PROPERTY AND SPS ASSETS AND THEIR MAINTENANCE.

4. This Assignment is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies, but without regard to its conflict of laws rules or principles that would cause the law of any other jurisdiction to apply.

6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. If any provision of this Assignment be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Assignment shall be unaffected thereby and shall continue to be valid and enforceable.

8. This Assignment is made by Seller pursuant to the terms and conditions of the Purchase Agreement. Unless provided otherwise in the Purchase Agreement, this Assignment is (a) without recourse against Assignor of any kind or nature whatsoever, and (b) without any warranty, covenants or representations of any kind or nature express, implied or statutory, by Assignor, except as may be expressly set forth in the Purchase Agreement. If there is any conflict

between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, this Assignment has been duly executed as of the dates of the acknowledgements below, effective as of the Effective Date.

Seller:

SOUTHWESTERN PUBLIC SERVICE
COMPANY, a New Mexico corporation

By:_____

Printed Name:
Title:

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 20___, by _____, as _____ of Southwestern Public Service Company, a New Mexico corporation.

(seal)

My Commission Expires:

_____
Notary Public

[Buyer's signature on next page]

Buyer:

The City of Lubbock, Texas a home rule municipal corporation organized under the laws of the State of Texas, acting by and through Lubbock Power & Light

_____
Gwen Stafford, Electric Utility Board Chair

ATTEST:

_____
Eddie Schulz, Electric Utility Board Secretary

APPROVED AS TO CONTENT:

_____
Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

_____
Carolyn Shellman, Interim General Counsel

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 20___, by _____, as _____ of _____.

(seal)

My Commission Expires:

_____
Notary Public

When recorded return to:
City of Lubbock
ATTN: City Manager
1314 Avenue K
Lubbock, Texas 79401

Schedule 1 to Assignment of Land Rights
(SPS Property)

Fee property:

Filename	Type of Grant	Grantor	Grantee	Date	Date of Recording	Volume	Page	County
5986_157.00.pdf	Deed Without Warranty	Lubbock Land Company, Two Ltd.	Southwestern Public Service Company	8/14/1998	9/10/1998	5986	157	Lubbock

TRACT 1: TRACTS A-1, A-2 and A-3, SUMMERFIELD ADDITION to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 4933, Page 91 of the Real Property Records of Lubbock County, Texas.

TRACT 2: TRACT A-4, SUMMERFIELD ADDITION to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5261, Page 156 of the Real Property Records of Lubbock County, Texas.

TRACT 3: TRACTS A-5 and A-6, SUMMERFIELD ADDITION to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5464, Page 72 of the Real Property Records of Lubbock County, Texas.

TRACT 4: TRACTS A-7 and A-8, SUMMERFIELD ADDITION to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5876, Page 64 of the Real Property Records of Lubbock County, Texas.

Schedule 2 to Assignment of Land Rights
(SPS Assets)

Easements:

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
1201_285.00.pdf	Easement and Right Of Way	Mary T. George	Southwestern Public Service Company	3/20/1969	5/8/1969	1201	285	Lubbock
1201_287.00.pdf	Easement and Right Of Way	Jerome George and Wife Morrine George	Southwestern Public Service Company	3/20/1969	5/8/1969	1201	287	Lubbock
1201_289.00.pdf	Easement and Right Of Way	A. D. McKee and wife, Natalie McKee and Equitable Savings Association	Southwestern Public Service Company	3/7/1969	5/8/1969	1201	289	Lubbock
1201_365.00.pdf	Easement and Right Of Way (aerial easement only)	Hugo Reed	Southwestern Public Service Company	2/19/1969	5/8/1969	1201	365	Lubbock
1201_369.00.pdf	Easement and Right Of Way	H. C. Lewis	Southwestern Public Service Company	2/27/1969	5/8/1969	1201	369	Lubbock
1203_258.00.pdf	Easement and Right Of Way	Mary Ellis Key	Southwestern Public Service Company	4/24/1969	5/28/1969	1203	258	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
New-Lubbock-1205_388.pdf	Judgement Of Court In Absence of Objection	L. T. Foster and Wife, Laura Leona Foster, And Connecticut Mutual Life Insurance Company	Southwestern Public Service Company	5/26/1969	5/26/1969	1205	388	Lubbock
V45_LubbockCounty_1672_845.pdf	Judgement	Robert A. Gentry and Wife, Johnnie Sue Gentry, and Bruce E. Gentry, SR.	Southwestern Public Service Company	12/21/1979	12/21/1979	1672	845	Lubbock
497_657.00.pdf	Easement and Right Of Way	Elmer V. East and The Lubbock National Bank, Trustee	Southwestern Public Service Company	4/7/1953	5/7/1953	497	657	Lubbock
497_689.pdf	Easement and Right Of Way	Rose Manning	Southwestern Public Service Company	4/15/1953	5/7/1953	497	689	Lubbock
497_691.00.pdf	Easement and Right Of Way	Luella McCoy, Administrator of the P. C. McCoy Estate	Southwestern Public Service Company	4/9/1953	5/7/1953	497	691	Lubbock
498_5.00.pdf	Easement and Right Of Way	Irene Northington	Southwestern Public Service Company	4/14/1953	5/7/1953	498	5	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
498_13.00.pdf	Easement and Right Of Way	Charles R. Bacon	Southwestern Public Service Company	5/4/1953	5/4/1953	498	13	Lubbock
504_581.00.pdf	Easement and Right Of Way	R. C. Burleson	Southwestern Public Service Company	5/20/1953	7/11/1953	504	581	Lubbock
504_583.pdf	Easement and Right Of Way	H. L. Weems	Southwestern Public Service Company	6/6/1953	6/6/1953	504	583	Lubbock
610_687.00.pdf	Easement and Right Of Way	Fort Worth National Bank, Representing Docia Brown, Deceased	Southwestern Public Service Company	3/12/1956	3/16/1956	610	687	Lubbock
615_421.00.pdf	Easement and Right Of Way	W. W. Conley	Southwestern Public Service Company	3/30/1956	4/25/1956	615	421	Lubbock
615_425.00.pdf	Easement and Right Of Way	Joe S. McIlhaney	Southwestern Public Service Company	3/20/1956	4/25/1956	615	425	Lubbock
615_441.00.pdf	Easement and Right Of Way	Baxter Honey	Southwestern Public Service Company	4/2/1956	4/25/1956	615	441	Lubbock
681_625.00.pdf	Easement and Right Of Way	Jack M. West and Milton E. West	Southwestern Public Service Company	1/11/1958	1/30/1958	681	625	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
686_207.00.pdf	Easement and Right Of Way	Elmer V. East and The Lubbock National Bank, Trustee	Southwestern Public Service Company	1/31/1958	3/12/1959	686	207	Lubbock
1290_10.00.pdf	Easement and Right Of Way	Leroy Elmore, Pat T. Merriman, Jack Kastman, and J. D. Badley	Southwestern Public Service Company	12/20/1971	12/30/1971	1290	10	Lubbock
1344_71.00.pdf	Underground Utility Easement	Western Associates, Inc.	Southwestern Public Service Company	5/7/1973	5/8/1973	1344	71	Lubbock
1344_995.00.pdf	Underground Utility Easement	Western Associates, Inc.	Southwestern Public Service Company	5/7/1973	5/15/1973	1344	995	Lubbock
1608_174.00.pdf	Underground Utility Easement	Bearnett Bros Brokerage Co. Inc.	Southwestern Public Service Company	10/2/1978	10/6/1978	1608	174	Lubbock
1873_406.00.pdf	Easement and Right Of Way	Mex Tex Realty	Southwestern Public Service Company	12/28/1983	12/28/1983	1873	406	Lubbock
1873_408.00.pdf	Easement and Right Of Way	Paul Rochester Investment Co.	Southwestern Public Service Company	12/28/1983	12/28/1983	1873	408	Lubbock
2448_248.00.pdf	Easement and Right Of Way	H. A. Sessions	Southwestern Public Service Company	2/25/1987	2/25/1987	2448	248	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
2935_179.00.pdf	Easement and Right Of Way	H. A. Sessions	Southwestern Public Service Company	10/19/1988	10/19/1988	2935	179	Lubbock
3686_322.pdf	Utility Easement	Bluebonnet Savings Bank F.S.B.	Southwestern Public Service Company	8/16/1991	--	3686	322	Lubbock
3686_323.pdf	Rider To Easement	Bluebonnet Savings Bank F.S.B.	Southwestern Public Service Company	8/16/1991	--	3686	323	Lubbock
3686_326.pdf	Utility Easement	Escondido Oil, Inc.	Southwestern Public Service Company	8/13/1991	9/17/1991	3686	326	Lubbock
3686_330.pdf	Utility Easement	Wal-Mart Stores Inc.	Southwestern Public Service Company	7/24/1991	9/17/1991	3686	330	Lubbock
New-Lubbock-408_4.pdf	Easement and Right Of Way	S. J. Parchall and Mrs. S. J. Paschall	Southwestern Public Service Company	4/14/1953	4/14/1953	408	3	Lubbock
New-Lubbock-498_7.pdf	Easement and Right Of Way	A. W. Jackson	Southwestern Public Service Company	4/10/1953	5/7/1953	498	7	Lubbock
New-Lubbock-498_11.pdf	Easement and Right Of Way	G. W. Bunyard, Olive Lee Bunyard, Rex E. Lee, and Mary E. Lee	Southwestern Public Service Company	4/17/1953	5/7/1953	498	11	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
New-Lubbock-498_77.pdf	Easement and Right Of Way	Numerous - see easement	Southwestern Public Service Company	4/3/1953	5/7/1953	498	77	Lubbock
New-Lubbock-615_433.pdf	Easement and Right Of Way	T. DeWitt	Southwestern Public Service Company	4/24/1956	4/24/1956	615	433	Lubbock
394_570.00.pdf	Easement and Right Of Way	Carrie B. Williams	Southwestern Public Service Company	1/28/1950	2/1/1950	394	570	Lubbock
394_571.00.pdf	Easement and Right Of Way	Mrs. Millie Putty	Southwestern Public Service Company	1/6/1950	2/1/1950	394	571	Lubbock
407_25.00.pdf	Easement and Right Of Way	J. A. Nunley and wife, Mary E. Nunley	Southwestern Public Service Company	11/28/1949	2/1/1950	407	25	Lubbock
497_657.00.pdf	Easement and Right Of Way	Elmer V. East and The Lubbock National Bank, Trustee	Southwestern Public Service Company	4/7/1953	5/7/1953	497	657	Lubbock
666_45.00.pdf	Right of Way Easement	Furr's Realty Company	Southwestern Public Service Company and the Southwestern Bell Company	4/30/1957	8/13/1957	666	45	Lubbock

Easement Filename	Type of Easement	Grantor	Grantee	Date of Easement	Date of Recording	Volume	Page	County
678_315.00.pdf	Easement And Right Of Way	Aulyne King Breedlove	Southwestern Public Service Company	12/12/1957	12/30/1957	678	315	Lubbock
686_207.00.pdf	Easement And Right Of Way	Elmer V. East and The Lubbock National Bank, Trustee	Southwestern Public Service Company	1/31/1958	3/12/1959	686	207	Lubbock
3796_319.00.pdf	Utility Easement	The Urban Renewal Agency Of The City Of Lubbock, Lubbock County, Texas	Southwestern Public Service Company	2/18/1992	2/25/1992	3796	319	Lubbock

EXHIBIT D

(SPS Bill of Sale)

State of Texas §
§
County of Lubbock §

BILL OF SALE

THIS BILL OF SALE is executed and delivered pursuant to the provisions of the Agreement for Purchase and Sale of Utility Assets dated as of December 11, 2023 (the "Agreement"), between **Southwestern Public Service Company,** a New Mexico corporation **("Seller"),** and **The City of Lubbock**, Texas, a home rule municipal corporation organized under the laws of the State of Texas, acting by and through Lubbock Power & Light **("Buyer").** Seller, for the consideration of $329,453.00 and other valuable consideration, the receipt and sufficiency of which are acknowledged, hereby sells, conveys, transfers and assigns to Buyer the Transaction A Personal Property, as defined in Section 1.14 of the Agreement, the Transaction A Personal Property to be transferred by this Bill of Sale being more particularly described as follows:

1. The approximately 8.1-mile portion of Transmission Line 69-kV Y-50 that begins at approximately Latitude, Longitude point 33.527482°, -101.964727° and terminates at approximately Latitude, Longitude point 33.527550°, -101.827294° and is located in Lubbock County, Texas. According to Seller's records, the Assets include 118 wood poles, 55 wood cross-arms, 246 post-type insulators, 10 steel poles, 10 concrete foundations, approximately 171,864 feet of phase and static conductors and associated insulators, guying and hardware. The sale of assets includes the transfer of all right-of-way instruments associated with said assets.

2. The approximately 1.6-mile portion of 69-kV Transmission Line Y-64 that begins at approximately Latitude, Longitude point 33.559671°, -101.832769° and terminates at approximately Latitude, Longitude point 33.560226°, -101.806385° and is located in Lubbock County, Texas. According to Seller's records, the Assets include 36 wood poles, 64 wood cross-arms, 39 insulated crossarms, approximately 50,668 feet of phase and static conductors, and associated insulators, guying and hardware.

3. The approximately 2.6-mile portion of 69-kV Transmission Line Y-64 that begins at approximately Latitude, Longitude point 33.527556°, -101.827224° and terminates at approximately Latitude, Longitude point 33.549045°, -101.803325° and is located in Lubbock County, Texas. According to Seller's records, the Assets include 53 wood poles, 40 wood cross-arms, 15 post-type insulators, one steel pole, one concrete foundation, approximately 56,746 feet of phase and static conductors, one gang-operated switch and associated insulators, guying and hardware.

4. The entire approximately two-mile 115-kV Transmission Line V-46 that begins at approximately Latitude, Longitude point 33.527410°, -101.879325° and terminates at approximately Latitude, Longitude point 33.555306°, -101.879027°

and is located in Lubbock County, Texas. According to Seller's records, the Assets include 30 steel poles, 30 concrete foundations, 121 crossarms, approximately 43,872 feet of phase and static conductors and associated insulators and hardware.

5. The approximately two-mile portion of 115-kV double-circuit Transmission Lines V-45 and T-83 that begins at approximately Latitude, Longitude point 33.527306°, -101.879324° and terminates at approximately Latitude, Longitude point 33.499494°, -101.879003° and is located in Lubbock County, Texas. According to Seller's records, the Assets include 14 steel poles, 14 concrete foundations, 112 crossarms, approximately 75,436 feet of phase and static conductors and associated insulators and hardware.

6. All the transmission substation equipment located inside the fence of Indiana Substation bounded by the existing fence with an approximate Latitude, Longitude point starting at 33.613061°, -101.887601° to 33.613715°, -101.887604° to 33.613714°, -101.886945° to 33.613053°, -101.886948° and back to the beginning point of 33.613061°, -101.887601°. All these assets are located in Lubbock County, Texas. According to Seller's records, the Assets include two 115kV circuit breakers, potential transformers, switches, bus, insulators, steel structures and stands, concrete foundations, wiring, relays, control devices and associated hardware and devices.

The sale of these transmission assets includes the transfer of all right-of-way instruments associated with said assets from SPS to LP&L.

The Assets are sold pursuant to the terms of the Agreement, including but not limited to the representations and warranties provided therein, and incorporated herein by reference.

[signature page follows]

Signed and delivered as of_____, 20___.

SOUTHWESTERN PUBLIC SERVICE COMPANY, a New Mexico corporation	City of Lubbock, acting by and through Lubbock Power & Light, a Texas home rule municipal corporation
By: _____ Printed Name: Title: Southwestern Public Service Company	By: _____ Printed Name: Title: City of Lubbock, acting by and through Lubbock Power & Light

The State of Texas

County of Lubbock

Before me _____ (here insert the name and character of the officer) on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D. _____.

_____
Name:
Notary Public, State of Texas
My Commission Expires: _____

The State of Texas

County of Lubbock

Before me _____ (here insert the name and character of the officer) on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and

acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D. _____.

_____
Name:
Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT E

(LP&L Assignment)

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.

DEED AND ASSIGNMENT OF LAND RIGHTS

STATE OF TEXAS	§
	§
COUNTY OF LUBBOCK	§

This DEED AND ASSIGNMENT OF LAND RIGHTS (this "Assignment") dated as of _____, 20___ (the "Effective Date") is made and entered into by and between the City of Lubbock, a home rule municipality and political subdivision of the State of Texas ("Seller"), whose address is 1314 Avenue K, Lubbock, Texas 79401, and Southwestern Public Service Company, a New Mexico corporation ("Buyer"), whose address is 790 S. Buchanan, Amarillo, Texas 79118. Seller and Buyer are referred to herein collectively as the "Parties" and individually each as a "Party". Capitalized terms used herein but not otherwise defined shall have the meanings ascribed in the Purchase Agreement (defined below).

WHEREAS, the Parties have entered into that certain Agreement for Sale and Purchase of Utility Assets, dated December 11, 2023 (the "Purchase Agreement").

WHEREAS, this Assignment is being delivered pursuant to the terms and conditions of the Purchase Agreement.

NOW THEREFORE, for TEN and 00/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Seller hereby sells, assigns, conveys, transfers and delivers to Buyer all of Seller's right, title and interest in and to the real property located in Lubbock County, Texas more fully described on Schedule 1 attached hereto and incorporated herein by this reference, and all improvements located on it, together with all of Sellers's right, title, and interest in and to (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests appurtenant to the real property and any improvements on the real property, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests of Seller, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property (collectively, the "LP&L Property"). TO HAVE AND TO HOLD the LP&L Property, together with all singular the rights and appurtenances to it in any way belonging, to Buyer, its successors and assigns forever.

2. Seller hereby sells, assigns, conveys, transfers and delivers to Buyer all of Seller's right, title and interest in and to the easements and rights-of-way described on the Schedule 2 attached hereto and incorporated herein by this reference (the "LP&L Assets"). TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, from and after the Effective Date, subject to the terms, covenants, conditions and provisions contained in the Purchase Agreement. Buyer hereby accepts such assignment and agrees to perform, observe, assume and discharge its covenants, obligations and liabilities under the SPS Assets arising form and after the Effective Date.

3. BUYER ACCEPTS THE LP&L PROPERTY AND LP&L ASSETS COVERED BY THIS ASSIGNMENT ARE SOLD, TRANSFERRED AND DELIVERED "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. BUYER ACKNOWLEDGES THAT IT RELIED SOLELY UPON ITS INDEPENDENT ANALYSIS, EVALUATION AND JUDGMENT OF THE LP&L PROPERTY AND LP&L ASSETS AND THAT SELLER HAS NOT MADE, AND WILL NOT MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, RELATING TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, EQUIPMENT DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE LP&L PROPERTY AND LP&L ASSETS IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF BUYER, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AND SELLER SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO BUYER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE LP&L PROPERTY AND LP&L ASSETS AND THEIR MAINTENANCE.

4. This Assignment is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies, but without regard to its conflict of laws rules or principles that would cause the law of any other jurisdiction to apply.

6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. If any provision of this Assignment be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Assignment shall be unaffected thereby and shall continue to be valid and enforceable.

8. This Assignment is made by Seller pursuant to the terms and conditions of the Purchase Agreement. Unless provided otherwise in the Purchase Agreement, this Assignment is (a) without recourse against Assignor of any kind or nature whatsoever, and (b) without any warranty, covenants or representations of any kind or nature express, implied or statutory, by Assignor, except as may be expressly set forth in the Purchase Agreement. If there is any conflict

between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, this Assignment has been duly executed as of the dates of the acknowledgements below, effective as of the Effective Date.

Seller:

The City of Lubbock, Texas a home rule municipal corporation organized under the laws of the State of Texas, acting by and through Lubbock Power & Light

_____
Gwen Stafford, Electric Utility Board Chair

ATTEST:

_____
Eddie Schulz, Electric Utility Board Secretary

APPROVED AS TO CONTENT:

_____
Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

_____
Carolyn Shellman, Interim General Counsel

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 20___, by _____, as _____ of _____.

(seal)

My Commission Expires:

_____
Notary Public

[Buyer's signature on next page]

Buyer:

SOUTHWESTERN PUBLIC SERVICE
COMPANY, a New Mexico corporation

By:_____

Printed Name:
Title:

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 20___, by _____, as _____ of Southwestern Public Service Company, a New Mexico corporation.

(seal)

My Commission Expires:

_____
Notary Public

When recorded return to:
Southwestern Public Service Company
ATTN: Siting and Land Rights
790 S. Buchanan
Amarillo, Texas 79118

Schedule 1 to Deed and Assignment of Land Rights
(LP&L Property)

Doud Substation commonly known as 4201 Frankford Avenue, City of Lubbock, Lubbock County, Texas, more fully described as follows:

A 0.381 acre tract of land being a portion of Lot 1-A, S.W.P.S. Addition, an addition to the City of Lubbock, Lubbock County, Texas, according to the recorded map or plat thereof, of record in Volume 1946, Page 226 of the Deed Records of Lubbock County, Texas.

Schedule 2 to Deed and Assignment of Land Rights

(LP&L Assets)

NONE.

EXHIBIT F

(LP&L Bill of Sale)

State of Texas §
§
County of Lubbock §

BILL OF SALE

THIS BILL OF SALE is executed and delivered pursuant to the provisions of the Agreement for Purchase and Sale of Utility Assets dated as of December 11, 2023 (the "Agreement"), between **The City of Lubbock**, Texas, a home rule municipal corporation organized under the laws of the State of Texas, acting by and through Lubbock Power & Light **("Seller"),** and **Southwestern Public Service Company,** a New Mexico corporation **("Buyer").** Seller, for the consideration of $33,707.00 and other valuable consideration, the receipt and sufficiency of which are acknowledged, hereby sells, conveys, transfers and assigns to Buyer the Transaction B Personal Property, as defined in Section 1.16 of the Agreement, the Transaction B Personal Property to be transferred by this Bill of Sale being more particularly described as follows:

Substation Equipment at Doud Substation Located at 4201 Frankford Avenue, City of Lubbock, Lubbock County, Texas:

- Transformer: Westinghouse 115,000 – 24,940Y/14,400; Mfr: 1975
- Breakers: 3 X Westinghouse Oil Circuit Breakers; 23kv / 1,200 A; Mfr: 1964
- Recloser: Viper
- Circuit Switcher
- Control House: One battery bank, relays, RTU

Distribution Facilities Located at 4201 Frankford Avenue, City of Lubbock, Lubbock County, Texas:

- 2-300 KVA 3-PH PDMT XFMR
- 1-150 KVA 3-PH PDMT XFMR
- 1-250 KVA 1-PH PDMT XFMR
- 1-167 KVA 1-PH PDMT XFMR
- 1-primary enclosure w/ 3-4 way junction blocks
- 27-200A connecting elbows
- 21-600A t-body connecting elbows
- Approx. 6,500' of 1/0 25kV Al w/ conc. neut. cable
- Approx. 2,800' of 1000MCM 25kV Al w/ conc. neut. cable
- 1-3-PH 25kV riser – Including potheads, brackets, arrestors, fused disconnects and riser conduit
- 1-2-PH 25kV riser – Including potheads, brackets, arrestors, fused disconnects and riser conduit

Transmission Facilities Located at 9111 Private Road 2450, Outside the City of Lubbock, Lubbock County, Texas:

- One (1) steel transmission pole and its concrete foundation located near the southeast corner of SPS's Lubbock South Interchange at approximately Latitude, Longitude point 33.511013°, -101.824875°.

The Assets are sold pursuant to the terms of the Agreement, including but not limited to the representations and warranties provided therein, and incorporated herein by reference.

Signed and delivered as of_____, 20___.

SOUTHWESTERN PUBLIC SERVICE COMPANY,
a New Mexico corporation

By: _____
Printed Name:
Title:
Southwestern Public Service Company

City of Lubbock, acting by and through Lubbock Power & Light, a Texas home rule municipal corporation

By: _____
Printed Name:
Title:
City of Lubbock, acting by and through Lubbock Power & Light

The State of Texas

County of Lubbock

Before me _____ (here insert the name and character of the officer) on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D. _____.

_____
Name:
Notary Public, State of Texas
My Commission Expires: _____

The State of Texas

County of Lubbock

Before me _____ (here insert the name and character of the officer) on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D. _____.

_____
Name:
Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT G

(Access Easement)

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.

ACCESS EASEMENT

STATE OF TEXAS	§
	§
COUNTY OF LUBBOCK	§

SOUTHWESTERN PUBLIC SERVICE, a New Mexico corporation ("**Grantor**") for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells, and conveys to the CITY OF LUBBOCK, TEXAS, a home rule municipal corporation organized under the laws of the State of Texas, with an address of 1314 Avenue K, Lubbock, Texas 79401 ("the **City**"), a perpetual, non-exclusive easement ("**Easement**") through, over, and across the Easement Area, described below, for pedestrian and vehicular access for the City, its contractors, agents, and invitees. The "**Easement Area**" is defined as the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

No objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area, which will or may interfere with the exercise of any of the rights herein, or that prevent or obstruct the passage of pedestrians or vehicles. Notwithstanding the foregoing, Grantor may, at its sole cost and expense, erect and maintain security equipment, including fences, gates, and similar items, across the Easement Area, provided at all times that the Easement Area is passable by the City, its contractors, agents, and invitees, through a gate. The City acknowledges that the Easement Area is within a controlled-access facility. The City, and its authorized agents and employees must, prior to each entry to the Easement Area, identify themselves to Grantor's security personnel before access to the property will be granted and must comply with Grantor's posted safety and security policies at all times while on the Easement Area.

Subject to the restrictions and limitations set forth herein, Grantor shall have the right to use the Easement Area for any purpose that does not interfere with the City's use of the Easement Area as provided for herein, including the right to permit others to use or to install underground utilities in, under or along the Easement Area with the prior written consent of the City, provided that the same shall not interfere with the City's use of the Easement Area as provided herein. No

amendment, modification or supplement to this Easement shall be binding on the parties unless made in writing and executed by an authorized representative of each party.

The provisions of this Access Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and the City. The term "Grantor" includes the singular, plural, feminine, masculine and neuter.

Grantor warrants and represents that Grantor is the owner of the Easement Area and has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein.

This Access Easement incorporates all agreements between the parties as to the subject matter of this Access Easement, and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Access Easement. This Access Easement consists of the document entitled "Access Easement", and an Exhibit containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto.

Signed this ___ day of _____,20___.

GRANTOR:

SOUTHWESTERN PUBLIC SERVICE COMPANY,
a New Mexico corporation

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 20___, by _____, as _____ of Southwestern Public Service Company, a New Mexico corporation.
(seal)

My Commission Expires:

_____
Notary Public

Exhibit A to Access Easement

[to be attached upon completion of survey]

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute American Rescue Plan Act (ARPA) Agreement No. 17749, by and between the City of Lubbock, and South Plains College, for technical training grants.

Item Summary

The City of Lubbock has allocated a total of $5.62 million from the American Rescue Plan Act (ARPA) funds for the development of job training programs. One of the job training programs that the City is considering is the creation of a Technical Training Grants Program for students enrolled in technical education programs related to HVAC and Electrical. The purpose of the program is to support individuals looking to enter these particular fields or advance in these particular fields. In addition, the program is for students specifically enrolled in one of these programs at South Plains College or the Lubbock Independent Electrical Contractors.

In order to help encourage more individuals to enter the HVAC or Electrical trades or advance within these fields, the proposed program includes a total of $350,000 from the job training ARPA allocation. This agreement is in the amount of $226,000 to help fund up to 113, $2,000 grants for students enrolled in programs related to HVAC or Electrical programs at South Plains College.

Fiscal Impact

The agreement in the amount of $226,000 is funded in Capital Improvement Project 8669.8302.10000, Job Training – ARPA.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution
Agreement - SPC for Job Training

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, ARPA Funding Agreement No. 17749 for technical training grants by and between the City of Lubbock and South Plains College of Levelland, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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.Contract 17749 ARPA SPC
12.5.23

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AGREEMENT FOR TECHNICAL TRAINING GRANTS

This ARPA Funding Agreement for Job Training Services (the "Agreement") Contract No. 17749 is entered into this _____ day of _____ 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and South Plains College (the "Subrecipient"), collectively referred to herein as (the "Parties").

WHEREAS, the Coronavirus Disease 2019 ("COVID-19") pandemic caused numerous economic concerns throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds ("CLFRF Fund"), which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

(1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full

fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is a metropolitan city as defined by section 5302(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5302(a)(4)); and

WHEREAS, the City is incurring the costs for the assistance provided under this Agreement prior to December 31, 2024; and

WHEREAS, the primary goal of this Agreement is for the City to provide to the Subrecipient certain funds received from the CLFRF Funds in order that those funds shall be given as grants to certain selected students (the "Awardee") enrolled in Subrecipient's technical training programs; and

WHEREAS, the City has determined the funds the City is providing to Subrecipient under this Agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency to assist with technical training for workers in the plumbing, HVAC, and electrical industries which has been impacted due to the COVID-19 pandemic; and

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues until allocated funds have been disbursed to the Subrecipient or December 31, 2026, whichever shall occur first.

ARTICLE II. SCOPE OF SERVICES

The Subrecipient shall be responsible for applying ARPA funds contemplated herein to the Awardee's tuition account, for payment of tuition and fees, at Subrecipient's institution where the Awardee is attending technical training classes as set forth herein as an enrolled student, either full-time or part-time, by the census date of the semester. Further, to be eligible for funds contemplated herein, the Awardee must be enrolled in one of the following programs at the Subrecipient's institution:

A. Electrician and Power Transmission Technology Electrician Certificate (Basic or Advanced);

B. Electrician and Power Transmission Technology Electrical Utility Technical Certificate (Basic or Advanced); or

C. HART Residential Air Conditioning Installation Technical Certificate (Basic or Advanced).

Further, to be eligible for grant funding herein, the Awardee must be a resident of one of the following counties: Bailey, Cochran, Crosby, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, Lubbock, Lynn, Motley, Terry, or Yoakum.

ARTICLE III. CONVEYANCE OF ARPA GRANT FUNDS

The City agrees to convey ARPA grant funds to the Subrecipient as grant funds for the Awardee, and the Subrecipient shall apply the funds to the Awardee's tuition account at the Subrecipient's institution upon receipt. Grant funds shall be no more than two thousand dollars and 00/100 ($2,000.00) per eligible Awardee. The City shall select individual applicants to be designated as Awardees and such selection shall be within the sole discretion of the City. Total funding allocated to the Subrecipient for these purposes shall be for an amount not to exceed two hundred twenty-six thousand and NO/100 dollars ($226,000.00). If for any reason the Awardee is not enrolled for courses at the Subrecipient's institution, the Subrecipient shall immediately refund the grant funds to the City. All funding shall be subject to the requirements of 42 U.S.C. § 803 and no funds shall be disbursed to the Subrecipient after December 31, 2026.

ARTICLE IV. TERMINATION

A. General. Either Party may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the other Party. Any excess ARPA grant funds in the Subrecipient's possession shall be refunded to the City immediately upon termination.

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

ARTICLE V. NON - ARBITRATION

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

ARTICLE VI. REPRESENTATIONS AND WARRANTIES

A. Existence. The Subrecipient is an educational institution duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

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

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

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

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

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:
Per Occurrence Single Limit: $1,000,000
General Aggregate Limit: $2,000,000
Professional Liability:
Combined Single Limit: $2,000,000

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

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

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at the Subrecipient's sole cost and expense. The

retroactive date shall be no later than the commencement of the performance of this Agreement and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Agreement. The provisions of this Article IX shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

South Plains College
Attn: Dr. Robin Satterwhite
1401 College Avenue
Levelland, TX 79336
Telephone: (806) 716-2200
Email: rsatterwhite@southplainscollege.edu

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

Erik Rejino, Assistant City Manager
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: erejino@mylubbock.us
Telephone: 806-775-2355

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the Subrecipient non-confidential studies, reports and other available data in the possession of the City pertinent to the Subrecipient's

Services. The Subrecipient shall be entitled to use and rely, so long as such reliance is reasonable, upon all such provided data.

ARTICLE XV. MISCELLANEOUS

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

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

C. Records. The Subrecipient shall maintain enrollment records of the Awardee and the amount of scholarship applied to each Awardee's account that are necessary to substantiate the services provided by the Subrecipient.

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

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

F. Construction and Venue.

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

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

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

I. Entire Agreement. This Agreementcontains the entire agreement between the City and the Subrecipient, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

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

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

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

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

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

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

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

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

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Subrecipient or vendor agrees that the contract can be terminated if the Subrecipient or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Subrecipient agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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

U. Nothing in this Agreement expressed or implied is intended or shall be construed to waive South Plains College's governmental immunities.

ARTICLE XVI. AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any Program using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such Program.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The City of Lubbock understands and agrees it must maintain

a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and Subrecipients must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and sub-contractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government Wide Requirements for Drug-Free Workplace, 31 C.F.R.

Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000(d) et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in section 603(e) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. Copeland Anti-kickback Act. Subrecipient agrees to comply with the requirements of the Copland Anti-kickback Act (40 U.S.C. § 3145), prohibiting a federal funds grantee engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government from inducing an employee into giving up any part of the compensation that he or she is entitled to under the terms of his or her employment contract.

13. Contract Work Hours and Safety Standards Act. Subrecipient agrees to comply, as applicable, with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding contracts for public works involving the employment of laborers or mechanics.

14. Rights to Inventions Made Under a Contract or Agreement. Subrecipient agrees to comply, as applicable, with the Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401). For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the Subrecipient. Subrecipient agrees to all of the terms in 37 CFR 401.14(a).

15. Clean Air and Water Pollution Control Acts. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

16. Byrd Anti-Lobbying Amendment. Subrecipient agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), prohibiting the use of funds appropriated by any Act to be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with certain Federal actions.

17. Procurement of Recovered Materials. Subrecipient agrees to comply, as applicable, with 2 C.F.R. § 200.323 pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or

Equipment. Subrecipient agrees to comply with 2 C.F.R. § 200.216 regarding the prohibition of the utilization of grant funds for certain telecommunications and video surveillance services or equipment.

19. Domestic Preferences for Procurements. Subrecipient agrees to comply with 2 C.F.R. § 200.322 to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

21. Publications. Any publications produced with funds from this award must display the following language: "This Program is beingsupported, in whole or in part, by federal award number SLFRP2653awarded to the City of Lubbock by the U.S. Department of the Treasury."

22. Debts Owed the Federal Government.

    a. Any funds paid to the Subrecipient:

        i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;

        ii. that are determined by the Treasury Office of Inspector General to have been misused; or

        iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

23. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in

any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or sub-contractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

24. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for Agreement or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Subrecipient, Subrecipient, or Sub-contractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Subrecipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

26. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE XVII. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is

a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees:

> *The sub-grantee, Subrecipient, sub-contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or

structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-contractor.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

SOUTH PLAINS COLLEGE

Dr. Robin Satterwhite, President

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

for

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute American Rescue Plan Act (ARPA) Agreement No. 17750, by and between the City of Lubbock and Lubbock Independent Electrical Contractors, for technical training grants.

Item Summary

The City of Lubbock has allocated a total of $5.62 million from the American Rescue Plan Act (ARPA) funds for the development of job training programs. One of the job training programs that the City is considering is the creation of a Technical Training Grants Program for students enrolled in technical education programs related to HVAC and Electrical. The purpose of the program is to support individuals looking to enter these particular fields or advance in these particular fields. In addition, the program is for students specifically enrolled in one of these programs at South Plains College or the Lubbock Independent Electrical Contractors.

In order to help encourage more individuals to enter the HVAC or Electrical trades or advance within these fields, the proposed program includes a total of $350,000 from the job training ARPA allocation. This agreement is in the amount of $124,000 to help fund up to 62, $2,000 grants for students enrolled in Electrical program at the Lubbock Independent Electrical Contractors.

Fiscal Impact

The agreement in the amount of $124,000 is funded in Capital Improvement Project 8669.8302.10000, Job Training – ARPA

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution
Agreement - LIEC (sign)

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, ARPA Funding Agreement No. 17750 for technical training grants by and between the City of Lubbock and Lubbock Independent Electrical Contractors of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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.Contract 17750 ARPA LIEC
12.5.23

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AGREEMENT FOR TECHNICAL TRAINING GRANTS

This ARPA Funding Agreement for Job Training Services (the "Agreement") Contract No. 17750 is entered into this _____ day of _____ 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Lubbock Independent Electrical Contractors (the "Subrecipient"), collectively referred to herein as (the "Parties").

WHEREAS, the Coronavirus Disease 2019 ("COVID-19") pandemic caused numerous economic concerns throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds ("CLFRF Fund"), which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

(1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full

fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is a metropolitan city as defined by section 5302(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5302(a)(4)); and

WHEREAS, the City is incurring the costs for the assistance provided under this Agreement prior to December 31, 2024; and

WHEREAS, the primary goal of this Agreement is for the City to provide to the Subrecipient certain funds received from the CLFRF Funds in order that those funds shall be given as grants to certain selected students (the "Awardee") enrolled in Subrecipient's technical training programs; and

WHEREAS, the City has determined the funds the City is providing to Subrecipient under this Agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency to assist with technical training for workers in the plumbing, HVAC, and electrical industries which has been impacted due to the COVID-19 pandemic; and

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues until allocated funds have been disbursed to the Subrecipient or December 31, 2026, whichever shall occur first.

ARTICLE II. SCOPE OF SERVICES

The Subrecipient shall be responsible for applying ARPA funds contemplated herein to the Awardee's tuition account, for payment of tuition and fees, at Subrecipient's institution where the Awardee is attending technical training classes as set forth herein as an enrolled student, either full-time or part-time, by the census date of the semester. Further, to be eligible for funds contemplated herein, the Awardee must be enrolled in the following program at the Subrecipient's institution:

A. Electrical Apprenticeship Program.

Further, to be eligible for grant funding herein, the Awardee must be a resident of one of the following counties: Bailey, Cochran, Crosby, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, Lubbock, Lynn, Motley, Terry, or Yoakum.

ARTICLE III. CONVEYANCE OF ARPA GRANT FUNDS

The City agrees to convey ARPA grant funds to the Subrecipient as grant funds for the Awardee, and the Subrecipient shall apply the funds to the Awardee's tuition account at the Subrecipient's institution upon receipt. Grant funds shall be no more than two thousand dollars and 00/100 ($2,000.00) per eligible Awardee. The City shall select individual applicants to be designated as Awardees and such selection shall be within the sole discretion of the City. Total funding allocated to the Subrecipient for these purposes shall be for an amount not to exceed one hundred twenty-four thousand and NO/100 dollars ($124,000.00). If for any reason the Awardee is not enrolled for courses at the Subrecipient's institution, the Subrecipient shall immediately refund the grant funds to the City. All funding shall be subject to the requirements of 42 U.S.C. § 803 and no funds shall be disbursed to the Subrecipient after December 31, 2026.

ARTICLE IV. TERMINATION

A. General. Either Party may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the other Party. Any excess ARPA grant funds in the Subrecipient's possession shall be refunded to the City immediately upon termination.

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

ARTICLE V. NON - ARBITRATION

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

ARTICLE VI. REPRESENTATIONS AND WARRANTIES

A. Existence. The Subrecipient is an educational institution duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

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

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

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

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

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

The Subrecipient shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an

insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Subrecipient shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved sub-contractor or sub-consultant of the Subrecipient to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:
Per Occurrence Single Limit: $1,000,000
General Aggregate Limit: $2,000,000
Professional Liability:
Combined Single Limit: $2,000,000

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Lubbock Independent Electrical Contractors
Attn: Ms. Leslie Yates, Executive Director
6310 Genoa Avenue
Lubbock, TX 79424
Telephone: (806) 798-3660
Email: lubbockiec@nts-online.net

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

Erik Rejino, Assistant City Manager
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: erejino@mylubbock.us
Telephone: 806-775-2355

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the Subrecipient non-confidential studies, reports and other available data in the possession of the City pertinent to the Subrecipient's Services. The Subrecipient shall be entitled to use and rely, so long as such reliance is reasonable, upon all such provided data.

ARTICLE XV. MISCELLANEOUS

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

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

C. Records. The Subrecipient shall maintain enrollment records of the Awardee and the amount of scholarship applied to each Awardee's account that are necessary to substantiate the services provided by the Subrecipient.

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

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

F. Construction and Venue.

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

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

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

I. Entire Agreement. This Agreementcontains the entire agreement between the City and the Subrecipient, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

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

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

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

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

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

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

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

Q. Texas Government Code 2274. By entering into this Agreement, Subrecipient verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government

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

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Subrecipient or vendor agrees that the contract can be terminated if the Subrecipient or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Subrecipient agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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

U. Nothing in this Agreement expressed or implied is intended or shall be construed to waive South Plains College's governmental immunities.

ARTICLE XVI. AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Subrecipient will determine prior to engaging in any Program using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such Program.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The City of Lubbock understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and Subrecipients must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of

interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and sub-contractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government Wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000(d) et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in section 603(e) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is

in connection with an activity financed in whole or in part by this federal assistance.

12. Copeland Anti-kickback Act. Subrecipient agrees to comply with the requirements of the Copland Anti-kickback Act (40 U.S.C. § 3145), prohibiting a federal funds grantee engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government from inducing an employee into giving up any part of the compensation that he or she is entitled to under the terms of his or her employment contract.

13. Contract Work Hours and Safety Standards Act. Subrecipient agrees to comply, as applicable, with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding contracts for public works involving the employment of laborers or mechanics.

14. Rights to Inventions Made Under a Contract or Agreement. Subrecipient agrees to comply, as applicable, with the Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401). For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the Subrecipient. Subrecipient agrees to all of the terms in 37 CFR 401.14(a).

15. Clean Air and Water Pollution Control Acts. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

16. Byrd Anti-Lobbying Amendment. Subrecipient agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), prohibiting the use of funds appropriated by any Act to be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with certain Federal actions.

17. Procurement of Recovered Materials. Subrecipient agrees to comply, as applicable, with 2 C.F.R. § 200.323 pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipient agrees to comply with 2 C.F.R. § 200.216 regarding the prohibition of the utilization of grant funds for certain telecommunications and video surveillance services or equipment.

19. Domestic Preferences for Procurements. Subrecipient agrees to comply with 2 C.F.R. § 200.322 to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

21. Publications. Any publications produced with funds from this award must display the following language: "This Program is beingsupported, in whole or in part, by federal award number SLFRP2653awarded to the City of Lubbock by the U.S. Department of the Treasury."

22. Debts Owed the Federal Government.

    a. Any funds paid to the Subrecipient:

        i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;

        ii. that are determined by the Treasury Office of Inspector General to have been misused; or

        iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

23. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or sub-contractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

24. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for Agreement or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Subrecipient, Subrecipient, or Sub-contractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Subrecipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

26. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and

Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE XVII. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have

meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees:

> *The sub-grantee, Subrecipient, sub-contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-contractor.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

_____
TRAY PAYNE, MAYOR

Lubbock Independent Electrical Contractors

Leslie Yates

_____
Leslie Yates, Executive Director

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2023-O0148, for Zone Case 1840-B, a request of Matsui Chan Cafes, LLC for Dockside Threading, Inc., for a zone change from Local Retail District (C-2) to General Retail District (C-3), at 8004 Indiana, Suite A-10, located north of 82nd Street, and west of Indiana Avenue, Melonie Park South Addition, Tract S.

Item Summary

On December 5, 2023, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on November 6, 2023, and recommended approval of the request by a vote of 6-2-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Zone Case 1840-B - Ordinance
Zone Case 1840-B - Staff Report
Zone Case 1840-B - Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1840-B; A ZONING CHANGE FROM C-2 TO C-3 ZONING DISTRICT AT 8004 INDIANA, SUITE A-10, LOCATED NORTH OF 82ND STREET, AND WEST OF INDIANA AVENUE, MELONIE PARK SOUTH ADDITION, TRACT S, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 1840-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-3** zoning district at **8004 Indiana, Suite A-10, located north of 82nd Street, and west of Indiana Avenue, Melonie Park South Addition, Tract S,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1840-B
November 6, 2023

Planning Department
City of Lubbock

Staff Report	Zone Case 1840-B
City Council Meeting	December 5, 2023

Applicant Matsui Chan Cafes, LLC

Property Owner Dockside Threading, Inc.

Council District 4

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into the City Limits.
- June 11, 1959, Zone Case 769, Ordinance No. 2813: The subject property was zoned Single-Family District (R-1).
- February 12, 1970, Zone Case 1643, Ordinance No. 5821: The subject property was rezoned from Single-Family District (R-1) to General Retail District (C-3).
- June 28, 1975, Zone Case 1840, Ordinance No. 7095: The subject property was rezoned from General Retail District (C-3) to Local Retail District (C-2).
- November 6, 2023, Zone Case 1840-B: The Planning and Zoning Commission recommended approval of a request for a zone change from C-2 to C-3 by a vote of 6-2-0.

Notification Summary

- Notifications Sent: 8
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was platted as Melonie Park South Tract S on May 5th, 1976, and the subject building was constructed in 1984.

Adjacent Property Development

Properties to the south, north and east are zoned Local Retail District (C-2) and General Retail District (C-3) and developed with businesses. To the west are apartments and residential duplexes zoned Two-Family District (R-2) and Family Apartment District (A-1).

Zoning Request and Analysis

Item Summary

The subject property is addressed as 8004 Indiana, Suite A-10, located north of 82nd Street, and west of Indiana Avenue, Melonie Park South Addition, Tract S. The applicant is requesting a zone change from Local Retail District (C-2), to General Retail District (C-3).

Current zoning: **Local Retail District (C-2)**

Requested zoning: **General Retail District (C-3)**

Intent Statements
The intent of the current C-2 zoning is "…to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the requested C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

Traffic Network/Infrastructure Impacts
The location is along Indiana Avenue, which is designated as a Principal Arterial by the Master Thoroughfare Plan 2018. Arterials provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial land uses. This request does conform to this designation, and would be appropriate next to adjacent land uses and along a major thoroughfare. Therefore, this request is in complete conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along a major thoroughfare and is appropriate adjacent to nearby land uses.

Suitability of Property for Allowed Uses
The property may be suitable for the proposed use, though additional improvements may be necessary.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 1840-B

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has a point of access from Indiana Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Indiana Avenue, Principal Arterial, Complete	R.O.W. 110 feet, 7 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 Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 4

3.1 **Zone Case 1840-B**: Matsui Chan Cafes, LLC for Dockside Threading, Inc., request for a zone change from Local Retail District (C-2) to General Retail District (C-3), at:

- 8004 Indiana, Suite A-10, located north of 82nd Street, and west of Indiana Avenue, Melonie Park South Addition, Tract S.

PLANNER SHANE SPENCER stated there were eight (8) notifications sent out with none returned. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommends approval of the request.

TANNER NOBLE asked for the purpose of the request. **MR. SPENCER** advised the purpose is for a "cat café", which requires AC zoning for the boarding of animals.

APPLICANTS DANIEL NELSON and VICTORIA MATSUI, 609 County Road 7150, Lubbock, TX, advised they are trying to bring the first cat café to Lubbock. It is a hybrid where one side is an animal rescue center, but the animals are not kept in cages. The other side will be a café that serves coffee, ice cream, and crepes. There will be a glass wall where you can see the cats from the café.

SUSAN TOMLINSON asked if the cats will live there until they are adopted. **MR. NELSON** advised they would.

TANNER NOBLE asked if the cats will be outside at any point. **MR. NELSON** advised they would not.

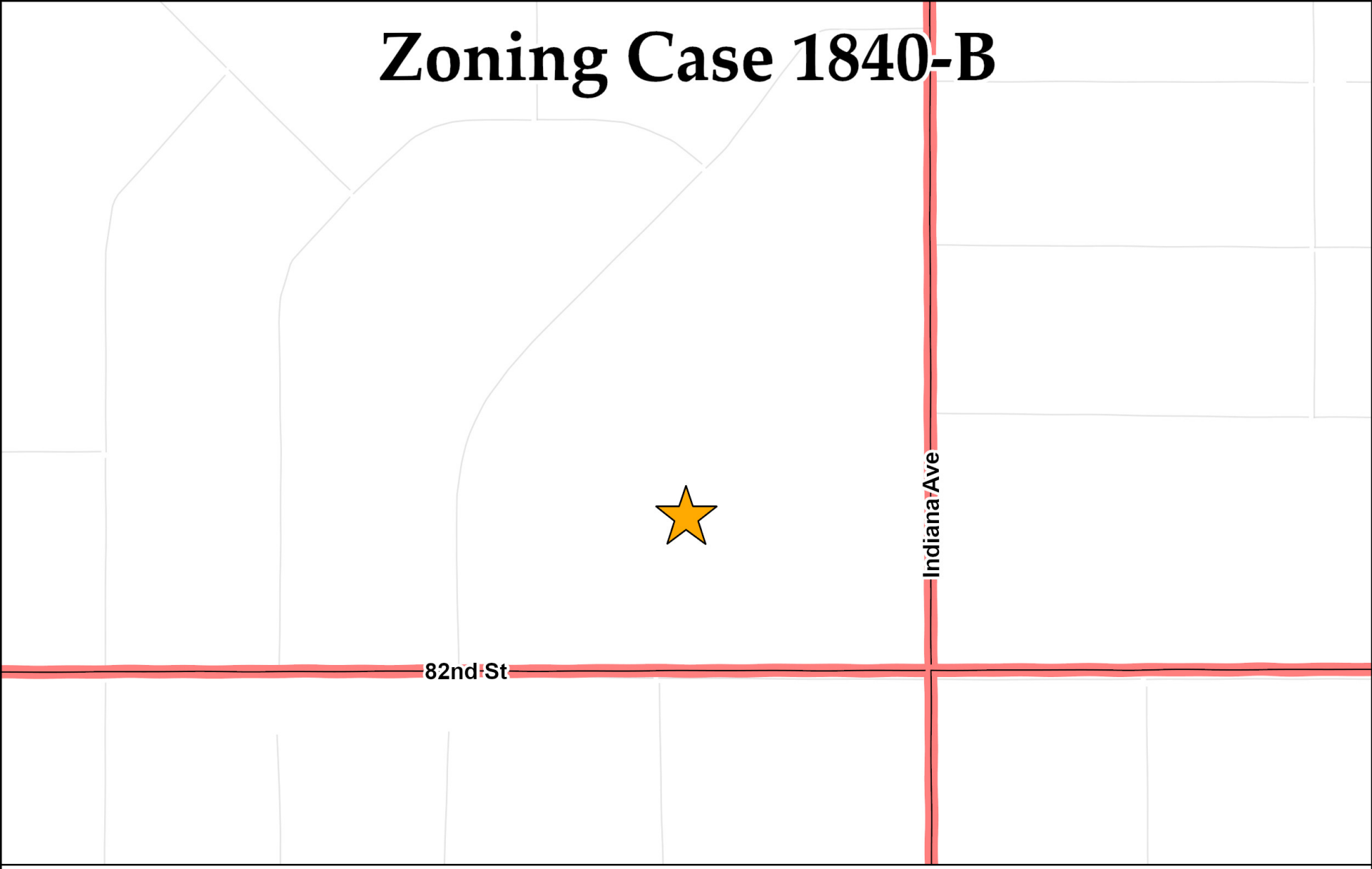
No one spoke in favor or in opposition of this zone case.

TERRI MORRIS advised it is a unique concept that she has not heard of before.

In the matter of **Zone Case 1840-B**, a motion was made by **TANNER NOBLE** and seconded by **BRANDON HARDAWAY** to approve the zone case. The commission voted six (6) in favor to two (2) in opposition. The item will be forwarded to City Council for consideration.

JAMES BELL and **RENEE CAGE** cast the votes in opposition.

Zoning Case 1840-B

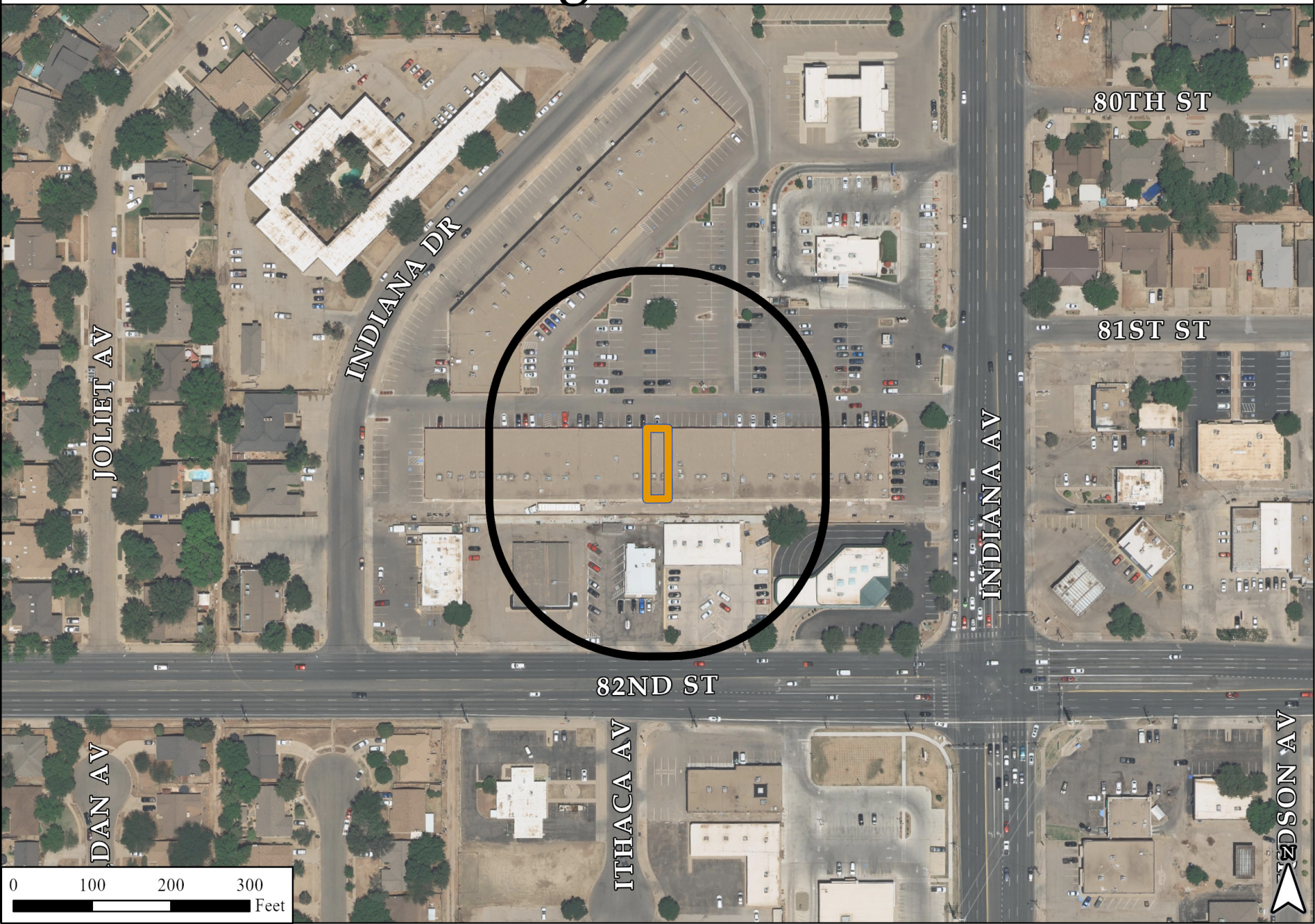


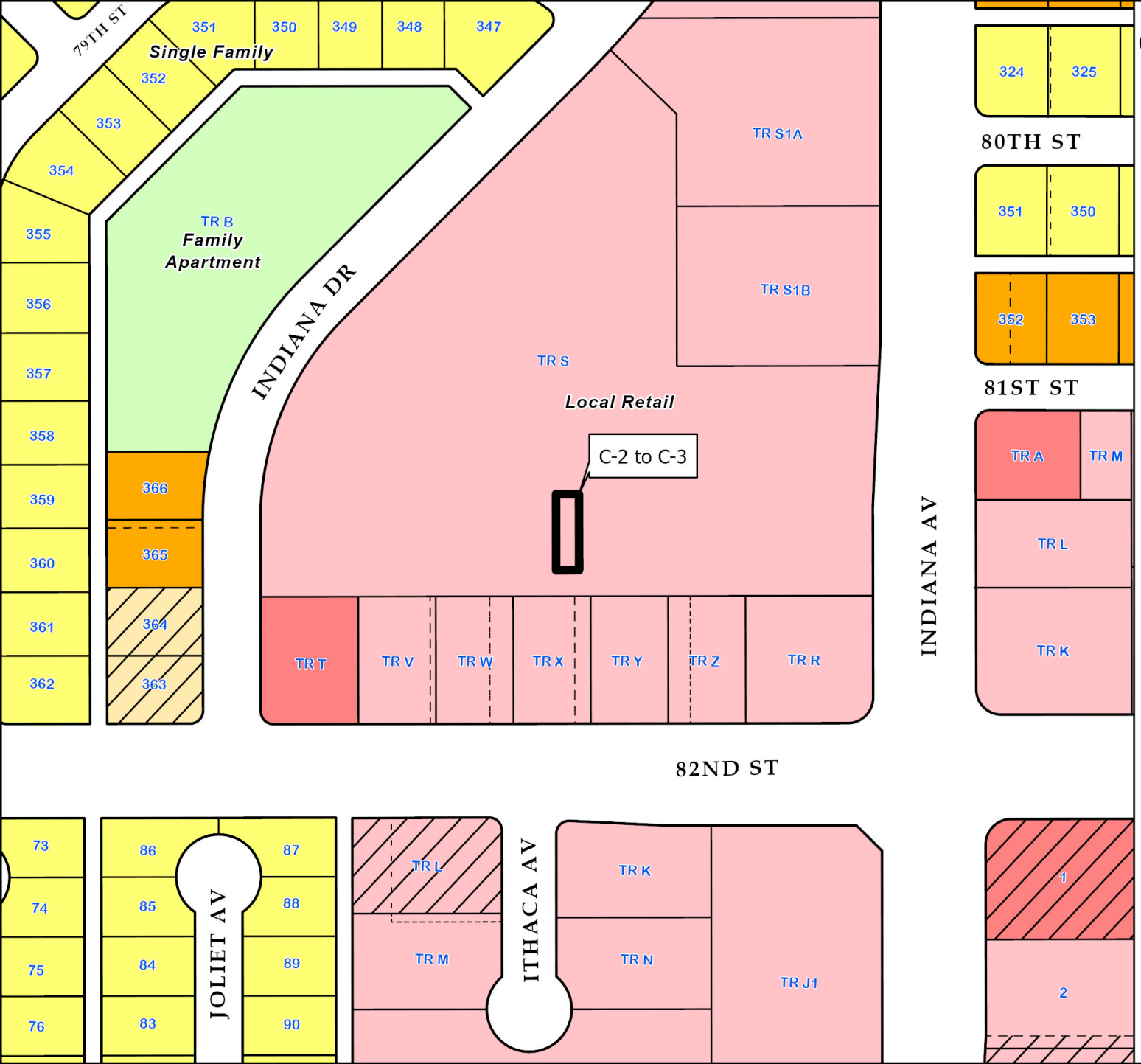
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

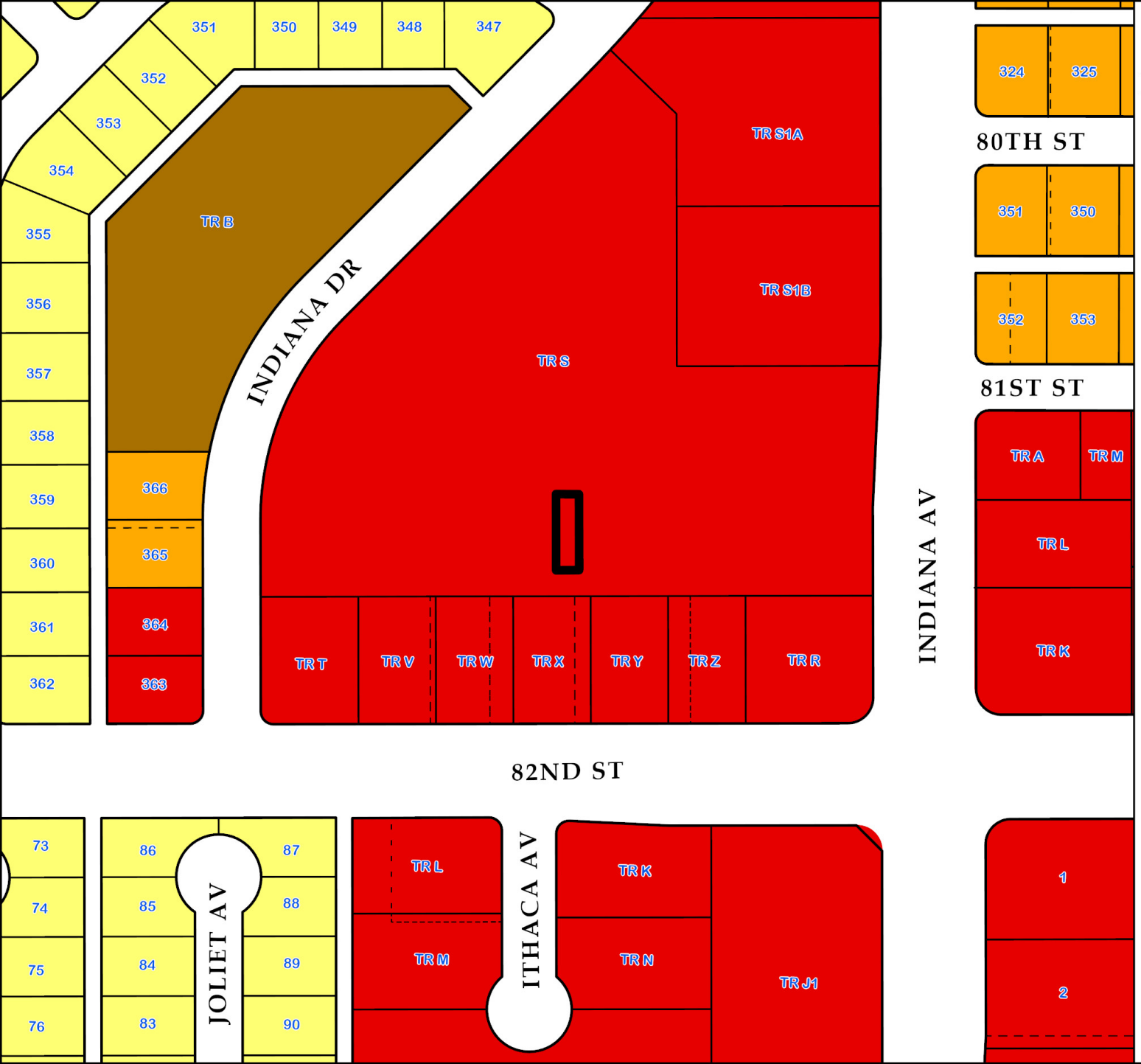
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Date Exported: October 2023

Zoning Case 1840-B




79TH ST
Single Family
351
350
349
348
347
352
353
354
355
356
357
358
359
360
361
362
TR B
Family
Apartment
INDIANA DR
366
365
364
363
TR S1A
TR S1B
TR S
Local Retail
C-2 to C-3
TR T
TR V
TR W
TR X
TR Y
TR Z
TR R
82ND ST
INDIANA AV
324
325
80TH ST
351
350
352
353
81ST ST
TR A
TR M
TR L
TR K
73
74
75
76
86
85
84
83
87
88
89
90
JOLIET AV
TR L
TR M
ITHACA AV
TR K
TR N
TR J1
1
2
Current Zoning
1840-B
Zoning Districts
Family Apartment
Restricted Local Retail Specific Use
Local Retail
Local Retail Specific Use
General Retail
General Retail Specific Use
Single Family
Two Family
N
0 50 100 150 200
Feet
City of Lubbock
TEXAS
Date Exported: October 2023



Future Land Use Plan
Case 1840-B

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: October 2023

1840-G



View to the south. Subject Property.



View to the east.



View to the north.



View to the west.

1840-G Photos from Indiana



View to the south.



View to the east.



View to the north.



View to the west. Subject Property

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 8004 Indiana, Ste A-10

Lots/Tracts: MELONIE PARK SOUTH TR S

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: _____

Existing Land Use: Local Retail District Existing Zoning: C-2

Requested Zoning: Auto Urban Commerical (AC)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Matsui Chan Cafes, LLC

Name: Victoria Matsui

Address: 5413 83rd St City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806.999.2292 Email: victoriamatsui2020@gmail.com

Applicant's Signature: _____

Date: 9/23/2023 Printed Name: Victoria Matsui

Owner Information

Firm Name: Dockside Threading, Inc.

Owner: _____

Address: 1020 - 789 West Pender Street City: Vancouver State: BC

ZIP Code: V6C 1H2 Telephone: 604-683-9641 Email: mariana@candoumanagement.com

Property Owner's Signature: _____

Date: Sept. 19, 2023 Printed Name: Dockside Threading, Inc.

Preparer Information

Preparer's Signature: _____

Date: 9/23/2023 Printed Name: DANIEL NELSON

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.

9/25/2023

TO WHOM IT MAY CONCERN,

I AM REQUESTING THIS ZONING CHANGE AT 8004 INDIANA, STE A-10 FROM C-2 TO AC BECAUSE I AM OPENING UP LUBBOCKS FIRST CAT CAFE AND THE ZONING REQUIRES ME TO BE IN AN AC ZONED PROPERTY. I SEARCHED FOR A UNIT AND A SPACE FOR OVER A YEAR BEFORE I FOUND THIS ONE. WE ARE EAGER TO GET THIS SPACE OPEN SO WE CAN WORK WITH VARIOUS SHELTERS THROUGHOUT THE COUNTY, AND HELP CATS FIND NEW HOMES AND SUPPORTING ANIMAL RESCUE. THIS IS A MAJOR PASSION PROJECT FOR ME. AND CAN'T WAIT TO BRING THE FIRST CAT CAFE TO LUBBOCK. WHICH IS LONG OVERDUE.

VICTORIA MATSUI

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2023-O0149, for Zone Case 3491, a request of SD Collaborative for Zephyr Tree Farms, Inc., for a zone change from Transition District (T) to Commercial District (C-4), generally located south of Marsha Sharp Freeway and west of Norwich Avenue, on 2.0 acres of unplatted land out of Block AK, Section 35.

Item Summary

On December 5, 2023, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on November 6, 2023, and recommended approval of the request by a vote of 7-1-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Zone Case 3491 - Ordinance
Zone Case 3491 - Staff Report
Zone Case 3491 - Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3491; A ZONING CHANGE FROM T TO C-4 ZONING DISTRICT GENERALLY LOCATED SOUTH OF MARSHA SHARP FREEWAY AND WEST OF NORWICH AVENUE, ON 2.0 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 35, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3491

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-4** zoning district **generally located south of Marsha Sharp Freeway and west of Norwich Avenue, on 2.0 acres of unplatted land out of Block AK, Section 35**, City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

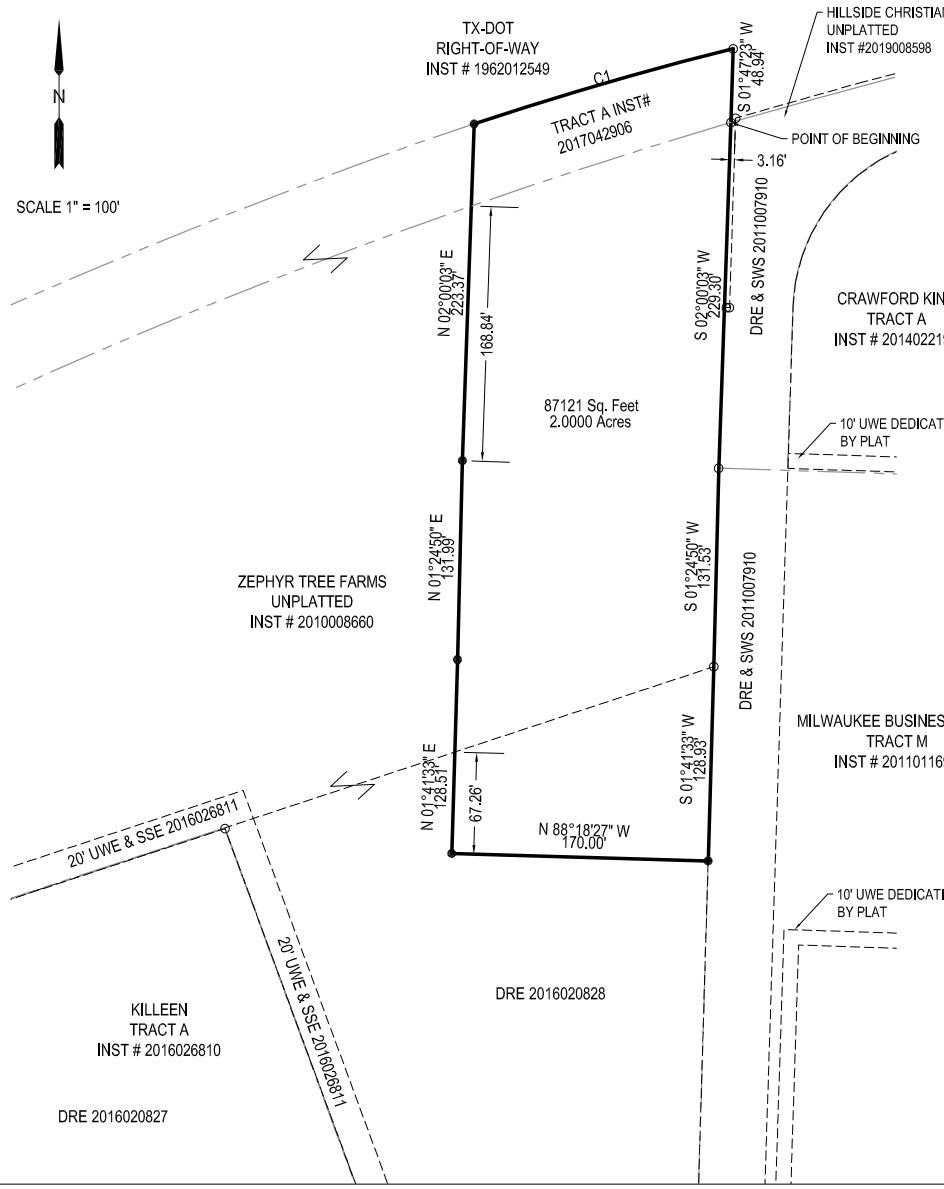
APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3491
November 6, 2023



LEGAL DESCRIPTION

FIELD NOTES FOR 2.000- ACRES OUT OF THE NORTHEAST QUARTER (NE/4) OF SECTION 43, BLOCK AK

BEING 1.7965-ACRES OUT OF A 36.2-ACRE TRACT CONVEYED TO ZEPHYR TREE FARMS INC. INSTRUMENT NUMBER 2010008660 (TRACT IV) AND 0.2035-ACRES OUT OF 1.153-ACRE TRACT DESCRIBED IN INSTRUMENT NUMBER 2017042906 AND CONVEYED TO ZEPHYR TREE FARMS INC., BOTH LOCATED IN SE/4 SECTION 35, BLOCK AK, ABSTRACT 230, G.C.. & S.F. RR. CO. SURVEY TO LUBBOCK COUNTY, TEXAS, AND OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY (OPRLC), SAME BEING A PORTION OF TRACT 7, LOWERY SUBDIVISION OF SECTIONS 35, 36, 37, AND 38, BLOCK A-K, AND FURTHER DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN W/YELLOW CAP "HRA ASSOC" BEING IN THE EAST LINE OF THIS TRACT, AND BEING IN THE SOUTH RIGHT-OF-WAY OF SPUR 327, DEDICATED IN VOLUME 695, PAGE 195 OPRLC, ALSO BEING FOR THE NORTHEAST CORNER OF SAID 36.2-ACRE (TRACT IV) PARENT TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID 1.153-ACRE PARENT TRACT HAVING TEXAS NORTH CENTRAL ZONE STATE PLAIN COORDINATES OF N: 7259899.369, E: 914168.857, WHICH BEARS N88°09'53"W A DISTANCE OF 1148.65' AND N01°48'04"E A DISTANCE OF 1351.51' FROM THE SOUTHEAST CORNER OF SAID SECTION 35, BLOCK AK;

THENCE S02°00'03"W PASSING A FOUND IRON PIN W/YELLOW CAP "HRA ASSOC", SET 1.40' EAST OF THE EAST LINE OF THIS TRACT, AT A DISTANCE OF 122.65', SET FOR THE AN ELL CORNER OF A DRAINAGE EASEMENT AND STORM WATER STORAGE EASEMENT DEDICATED IN INSTRUMENT NUMBER 2011007910 OPRLC, POINT ALSO BEING IN THE WESTERNMOST LINE OF A 0.711-ACRE TRACT CONVEYED TO HILLSIDE CHRISTIAN CHURCH INSTRUMENT NUMBER 201908598 OPRLC, AND CONTINUING ALONG SAID EASEMENT AND 0.711-ACRE TRACT A TOTAL DISTANCE OF 229.30' TO A FOUND IRON PIN IN THE EAST LINE OF THIS TRACT AND BEING THE SOUTHWEST CORNER OF SAID 0.711-ACRE TRACT, ALSO BEING THE NORTHWEST CORNER OF TRACT "M", MILWAUKEE BUSINESS PARK RECORDED INSTRUMENT NUMBER 2014019439 OPRLC AND CONVEYED TO ATMOS ENERGY CORPORATION INSTRUMENT NUMBER 2011011693 OPRLC;

THENCE S01°24'50"W ALONG SAID DRAINAGE AND STORAGE EASEMENT, SAME BEING THE WEST LINE OF SAID TRACT "M", A DISTANCE 131.53' TO A FOUND IRON PIN W/YELLOW CAP "HRA ASSOC" FOR THE NORTHEAST CORNER OF A DRAINAGE EASEMENT DEDICATED INSTRUMENT NUMBER 2016020828 OPRLC;

THENCE S01°41'33"W ALONG SAID DRAINAGE EASEMENT(S), SAME BEING THE WEST LINE OF TRACT "M" A DISTANCE OF 128.93 TO A SET IRON PIN W/ORANGE CAP "R2M RPLS 1871" FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE THROUGH THE INTERIOR(S) OF SAID 36.2-ACRE TRACT AND 1.153-ACRE TRACT FOR THE FOLLOWING THREE (3) CALLS:

1. N88°18'27W A DISTANCE OF 170.00' TO A SET IRON PIN W/ORANGE CAP "R2M RPLS 1871" FOR THE SOUTHWEST CORNER OF THIS TRACT;
2. N01°41'33"E PASSING A POINT IN THE WEST LINE OF SAID DRAINAGE EASEMENT DESCRIBED IN INSTRUMENT 2016020828 AT A DISTANCE OF 67.26 AND CONTINUING A TOTAL A DISTANCE OF 131.99 TO A SET IRON PIN W/ORANGE CAP "R2M RPLS 1871" FOR THE POINT IN THE WEST LINE OF THIS TRACT;
3. N02°00'03"E PASSING A POINT IN THE NORTH LINE OF SAID 36.2-ACRE TRACT AND THE SOUTH LINE OF SAID 1.153-ACRE TRACT AT A DISTANCE OF 168.84' AND CONTINUING A TOTAL DISTANCE OF 223.37' TO A SET IRON PIN W/ORANGE CAP "R2M RPLS 1871" FOR THE NORTHWEST CORNER OF THIS TRACT, AND BEING IN THE NORTH LINE OF SAID 1.153-ACRE TRACT;

THENCE NORTHEASTERLY ALONG THE SAID SPUR 327 RIGHT-OF-WAY, AROUND A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2340.43, A CHORD BEARING OF N73°49'49"E, A CHORD DISTANCE OF 178.73', AN ARC LENGTH OF 178.78', AND A DELTA ANGLE OF 4°22'36" TO A FOUND IRON PIN W/YELLOW CAP "HRA ASSOC" FOR THE NORTHEAST CORNER OF SAID 1.153-ACRE TRACT;

THENCE S01°47'23"W A DISTANCE OF 48.94' THE POINT OF BEGINNING AND CONTAINING 2.00-ACRES MORE OR LESS.

THIS SURVEY WAS PREPARED UNDER THE SUPERVISION OF JERYL D. HART, JR., BASED ON AN ACTUAL SURVEY ON THE GROUND ON SEPTEMBER 2023. THIS SURVEY SUBSTANTIALLY COMPLIES WITH CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR CATEGORY 1A STANDARD LAND SURVEY.

BEARING AND COORDINATE BASIS:
TX N.C.Z. COORDINATE SYSTEM N.A.D. 83(2011, EPOCH 2010).

JERYL D. HART, JR. R.P.L.S. NO. 1871

DATE

FOR ZONING PURPOSES ONLY

R2M ENGINEERING
CIVIL • ENVIRONMENTAL • SAFETY
Texas Registered Engineering Firm F-9992
Texas Licensed Surveying Firm 10193863
5012 50th Ste. 204 P: 806-783-9944
Lubbock, TX 79414 F: 806-783-9966
www.R2Meng.com

DATE
9/21/23

SHEET TITLE
ZONING EXHIBIT

SHEET NO.
1 OF 1

23-6300_SDC_Zoning

Planning Department
City of Lubbock

Staff Report	Zone Case 3491
City Council Meeting	December 5, 2023

Applicant SD Collaborative

Property Owner Zephyr Tree Farms, Inc.

Council District 5

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- January 14, 1999, Ordinance No. 10117: The subject property was annexed into the City Limits and zoned Transition District (T).
- October 1, 2023: The Unified Development Code was implemented and the property zoning designation changed from T to Low Density Single-Family (SF-2).
- November 6, 2023, Zone Case 3491: The Planning and Zoning Commission recommended approval of a request to rezone the property from T to Commercial District (C-4) by a vote of 7-1-0.

Notification Summary
- Notifications Sent: 5
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property consists of 2.0 acres of vacant, unsubdivided land out of Block AK, Section 35.

Adjacent Property Development
The subject property is adjacent to vacant land zoned Transition District (T) to the west and south. To the north is the Marsha Sharp Freeway. To the east is a commercial medical building zoned Interstate Highway Commercial (IHC).

Zoning Request and Analysis
Item Summary
The subject property is located south of Marsha Sharp Freeway and west of Norwich Avenue. The applicant requests a zone change from Transition District (T) to Commercial District (C-4).

Current zoning: **Transition District (T)**

Requested zoning: **Commercial District (C-4)**

Intent Statements
The intent of the current T zoning is "to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change".

The intent of the proposed C-4 zoning is "to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered".

Traffic Network/Infrastructure Impacts
The property is located south of Marsha Sharp Freeway, which is a finished freeway, and west of Norwich Avenue, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Local streets provide connectivity to and from the main transportation network. The primary function of a freeway is to connect local areas to other regions, rather than serve local traffic needs.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. The proposed zone change is for a vacant lot, surrounded by Interstate Highway Commercial districts, which is conducive to vehicle repair facilities.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for commercial/ light retail uses. The proposed zone change is compatible with this designation.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed district because it would not change the characteristics of the existing neighborhood.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and Supporting Documentation

Staff Contacts

Victoria Lewelling
Planner
Planning Department
806-775-2021
vlewelling@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3491

Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has a point of access from Marsha Sharp Freeway.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Marsha Sharp Freeway, Frontage Road, Complete	R.O.W. 50 feet, 2 lane, undivided, paved.	R.O.W. 50 feet, 2 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

3.1 **Zone Case 3491**: SD Collaborative for Zephyr Tree Farms, Inc., request for a zone change from Transition District (T) to Commercial District (C-4), at:

- Generally located south of Marsha Sharp Freeway and west of Norwich Avenue, on 2.0 acres of unplatted land out of Block AK, Section 35.

PLANNER VICTORIA LEWELLING stated there were five (5) notifications sent out with none returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

JORDAN WHEATLEY asked for the proposed use of the property. **MS. LEWELLING** advised the proposed use is vehicle repair.

APPLICANTS JAKE SEUTEN and MARGARET GRISSOM, 4336 Marsh Ridge Road, Carrollton TX, and 216 Cherry Drive, Coppell, TX**,** advised they are wanting to start an auto-body repair shop at this location.

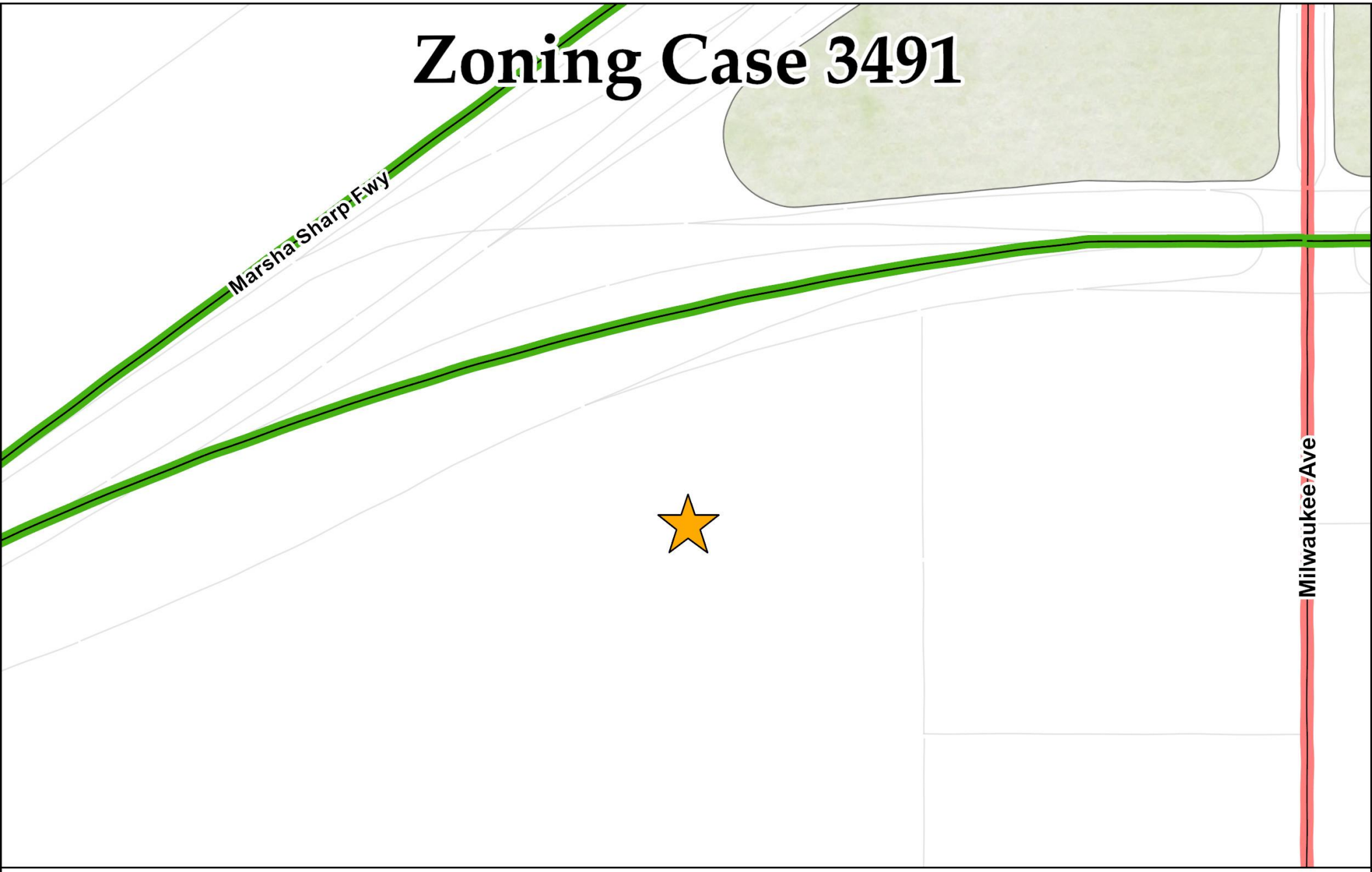
BRANDON HARDAWAY advised he is concerned about the location of the driveway. It is a bad location where drivers are driving at a high rate of speed.

No one spoke in favor or in opposition of this request.

In the matter of **Zone Case 3491**, a motion was made by **JORDAN WHEATLEY** and seconded by **TANNER NOBLE** to approve the zone case. The commission voted seven (7) in favor to one (1) in opposition. The item will be forwarded to City Council for consideration.

BRANDON HARDAWAY cast the vote in opposition.

Zoning Case 3491

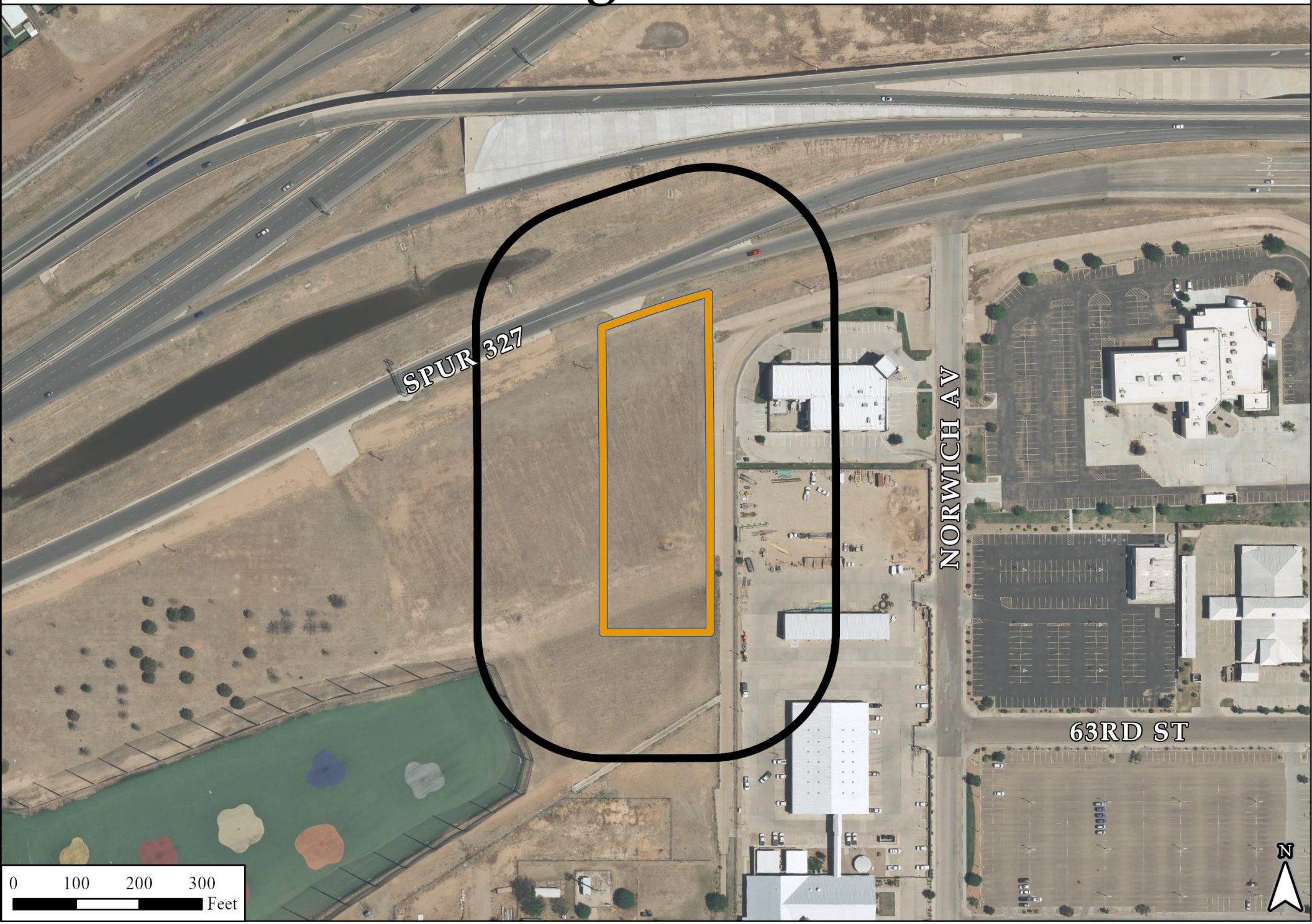


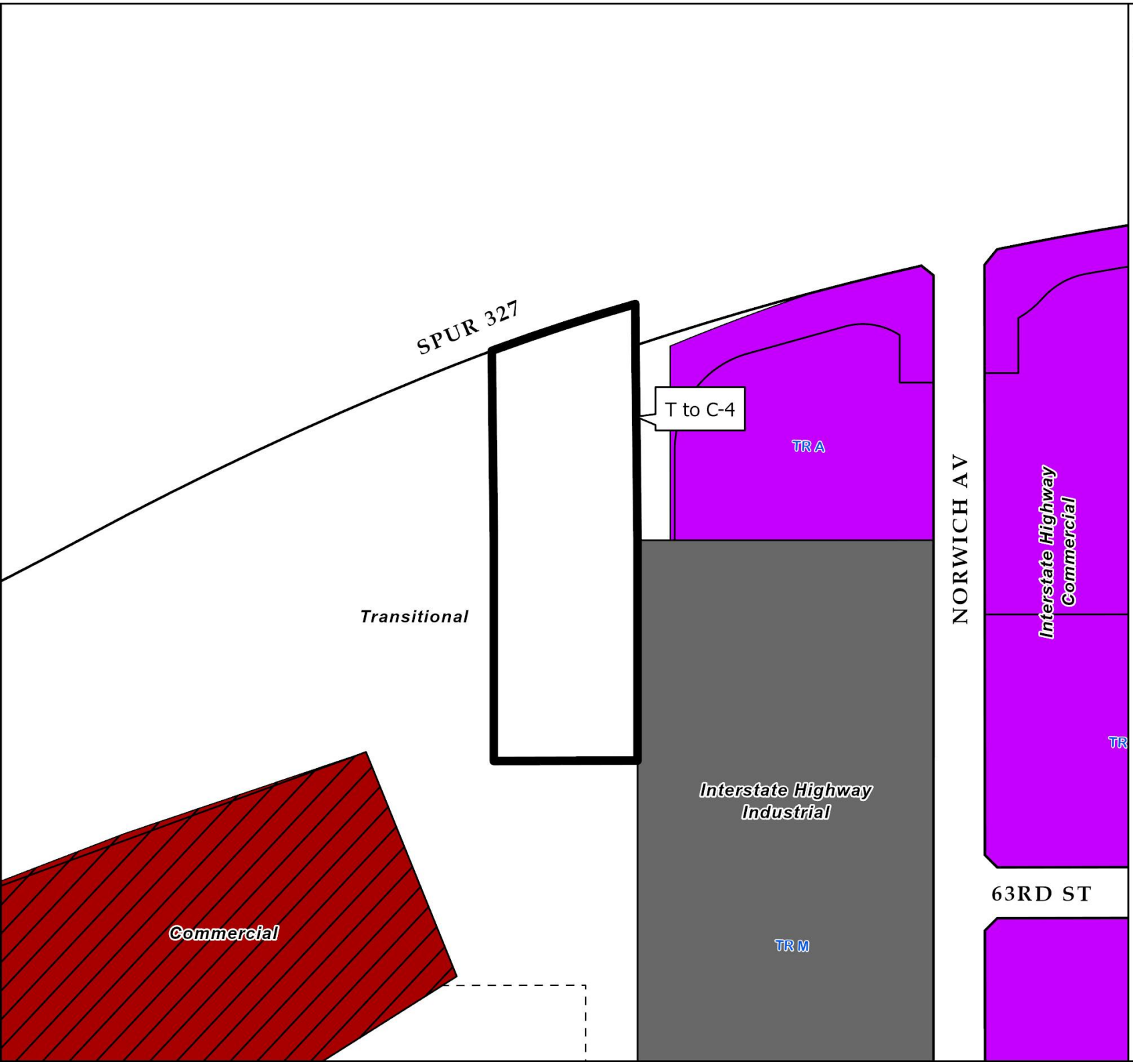
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: October 2023

Zoning Case 3491





Current Zoning

3491

Zoning Districts

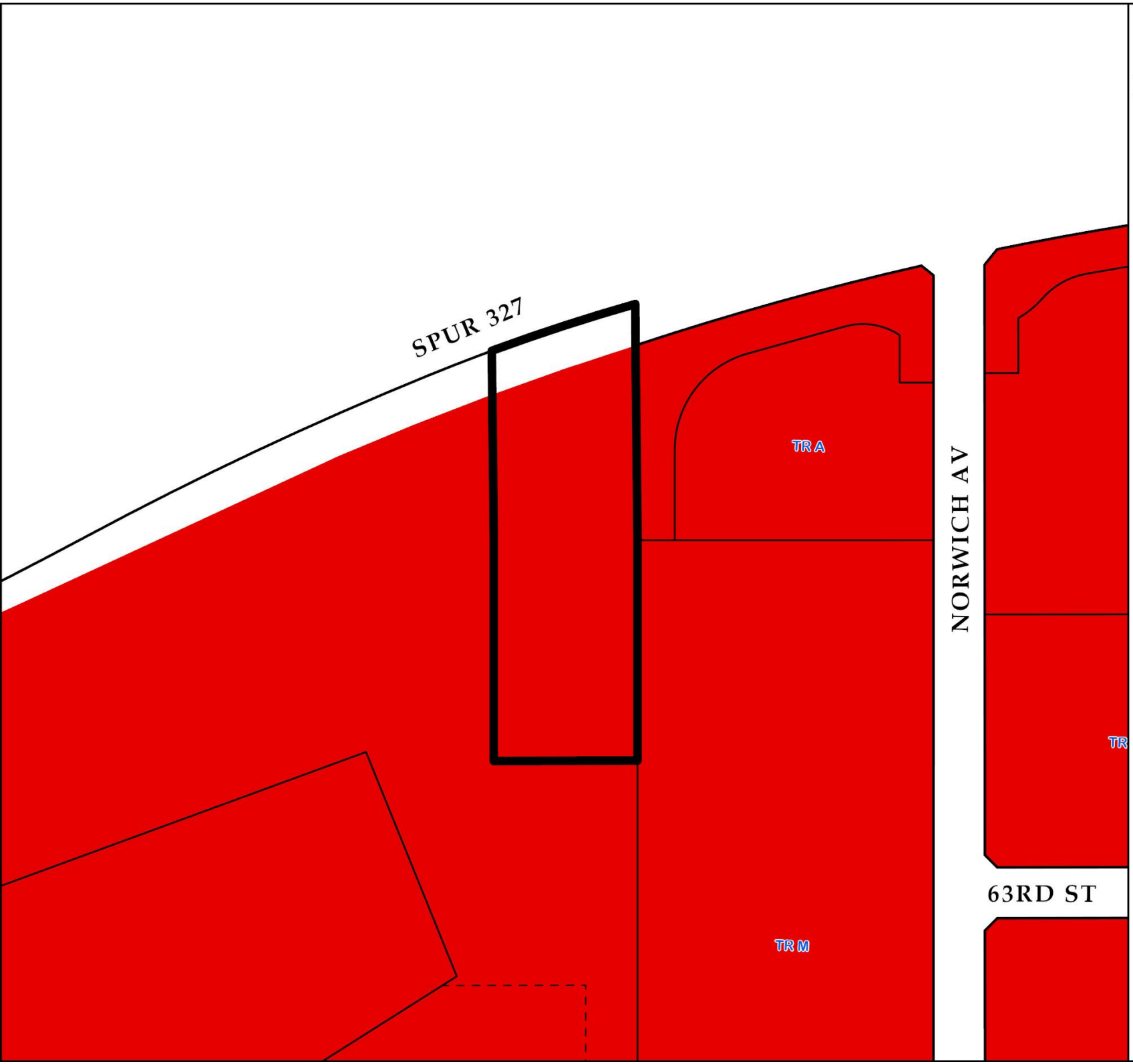
- Commercial Specific Use
- Interstate Highway Commercial
- Interstate Highway Industrial
- Transitional

N

0 50 100 150 200 Feet

City of Lubbock TEXAS

Date Exported: October 2023



Future Land Use Plan
Case 3491

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

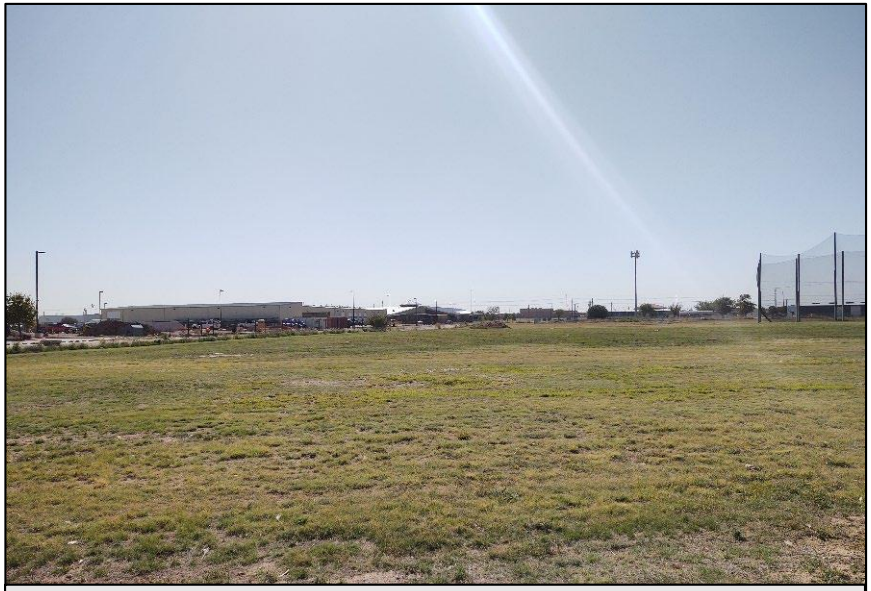
N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: October 2023

3491 6901 Marsha Sharp Freeway



View to the south. Subject Property.



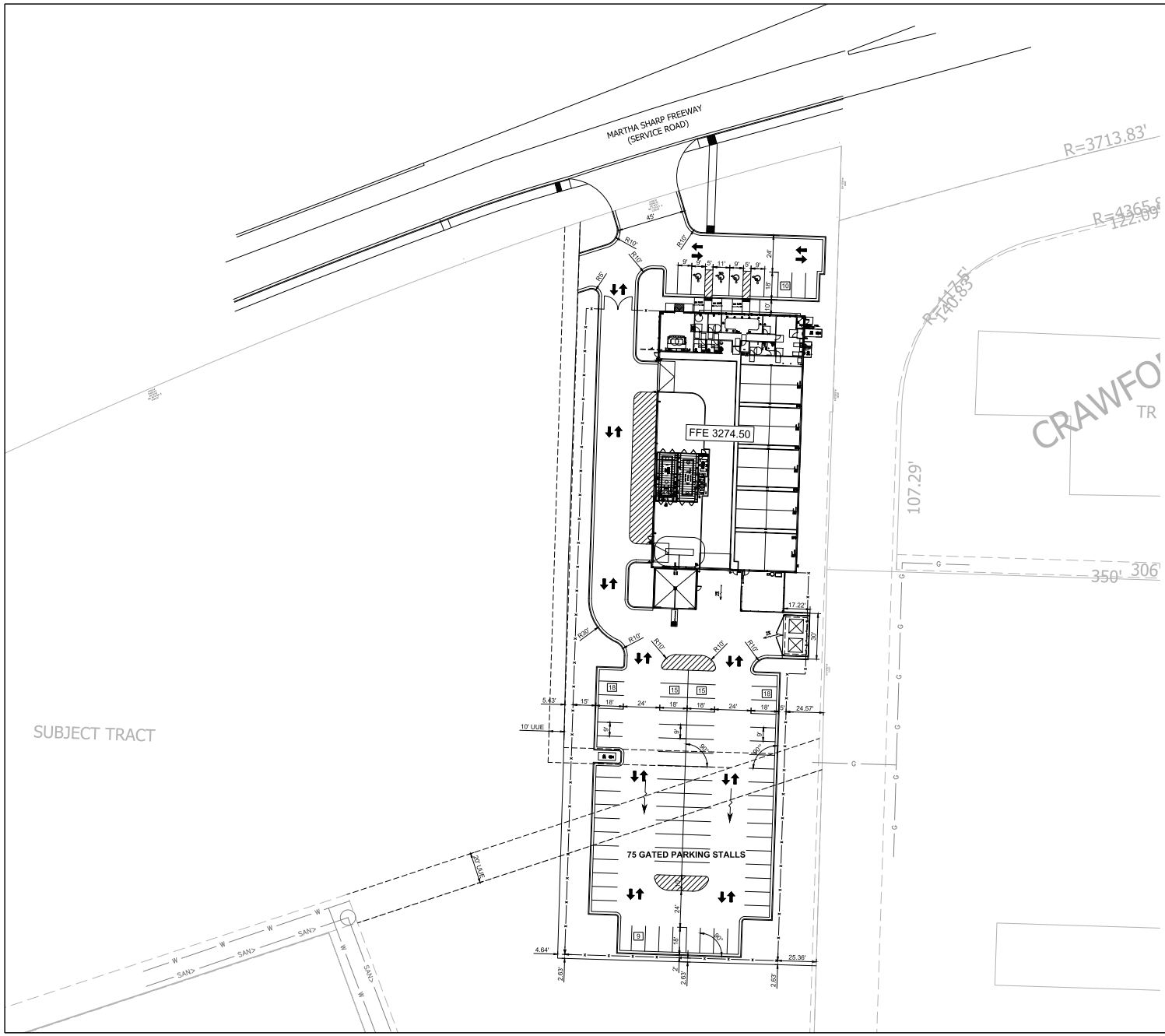
View to the east.



View to the north.



View to the west.



Scale: 1" = 30' Feet

SITE DATA SUMMARY TABLE	
SITE ACREAGE:	2.0 ACRES
ZONING:	C-4 (COMMERCIAL DISTRICT)
PROPOSED USE:	VEHICLE REPAIR
BUILDING AREA:	16,100 S.F.
NUMBER OF STORIES:	1
BUILDING HEIGHT:	26'-0"
BUILDING COVERAGE:	
FLOOR AREA RATIO:	
IMPERVIOUS AREA:	
PERVIOUS/LANDSCAPE AREA:	
REGULAR PARKING REQUIRED: 1SP PER 300 S.F. + 1/BAY	54 SPACES
REGULAR PARKING PROVIDED:	81 SPACES
HANDICAP PARKING REQUIRED:	4 SPACES (1 VAN ACCESSIBLE)
HANDICAP PARKING PROVIDED:	4 SPACES (1 VAN ACCESSIBLE)
TOTAL PARKING PROVIDED:	85 SPACES (10 FRONT & 75 REAR)

811 Know what's **below.** **Call** before you dig.

CROSS development

MARK	DESCRIPTION	DATE

SDC
243 E. 3rd Street
Long Beach, CA 90802
1333 W. McDermott Dr., Suite 150
Allen, TX 75013
Firm # F-21415

DESIGNED BY:
DRAWN BY:
CHECKED BY:
SUBMITTED BY:
DATE: 09/15/2023
JOB NO.: 20230368.0

CALIBER COLLISION
6910 MARTHA SHARP FREEWAY
LUBBOCK, TEXAS 79424

CONCEPTUAL SITE PLAN

SHEET NO.
4

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6901 Marsha Sharp Frwy

Lots/Tracts: _____

Survey & Abstract: portion of BLK AK SEC 35 AB 230 TR 7A LOWERY SEB & TR1 ROW ST SPUR 327

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 2.0

Existing Land Use: vacant Existing Zoning: transitional

Requested Zoning: C-4

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: SD Collaborative

Name: Margaret Grissom

Address: 1333 W McDermott Dr, Suite 150 City: Allen State: TX

ZIP Code: 75013 Telephone: 469-422-1555 Email: mgrissom@sdcollaborative.net

Applicant's Signature: _____

Date: _____ Printed Name: Margaret Grissom

Owner Information

Firm Name: Zephyr Tree Farms

Owner: Zephyr Tree Farms, Inc

Address: 5104 34th Street City: Lubbock State: TX

ZIP Code: 7940 Telephone: 806 799-3677 Email: alexs@tomstreeplace.com

Property Owner's Signature: _____

Date: 9/19/2023 Printed Name: Alex Scarborough its President

Preparer Information

Preparer's Signature: _____

Date: _____ Printed Name: Margaret Grissom

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.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2023-O00150, for Zone Case 2011-J, a request of Hugo Reed & Associates, Inc. for Wilkerson Investment Co., for a zone change from Light Manufacturing District (M-1) to High-Density Apartment District (A-2), generally located east of Justice Avenue and south of 43rd Street, on 4.6 acres of unplatted land out of Block AK, Section 37.

Item Summary

On December 5, 2023, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on November 6, 2023, and recommended approval of the request by a vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Zone Case 2011-J - Ordinance
Zone Case 2011-J - Staff Report
Zone Case 2011-J - Documentation

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2011-J; A ZONING CHANGE FROM M-1 TO A-2 ZONING DISTRICT GENERALLY LOCATED EAST OF JUSTICE AVENUE AND SOUTH OF 43RD STREET, ON 4.6 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 37, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2011-J

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **M-1** to **A-2** zoning district **generally located east of Justice Avenue and south of 43rd Street, on 4.6 acres of unplatted land out of Block AK, Section 37,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2011-J
November 6, 2023

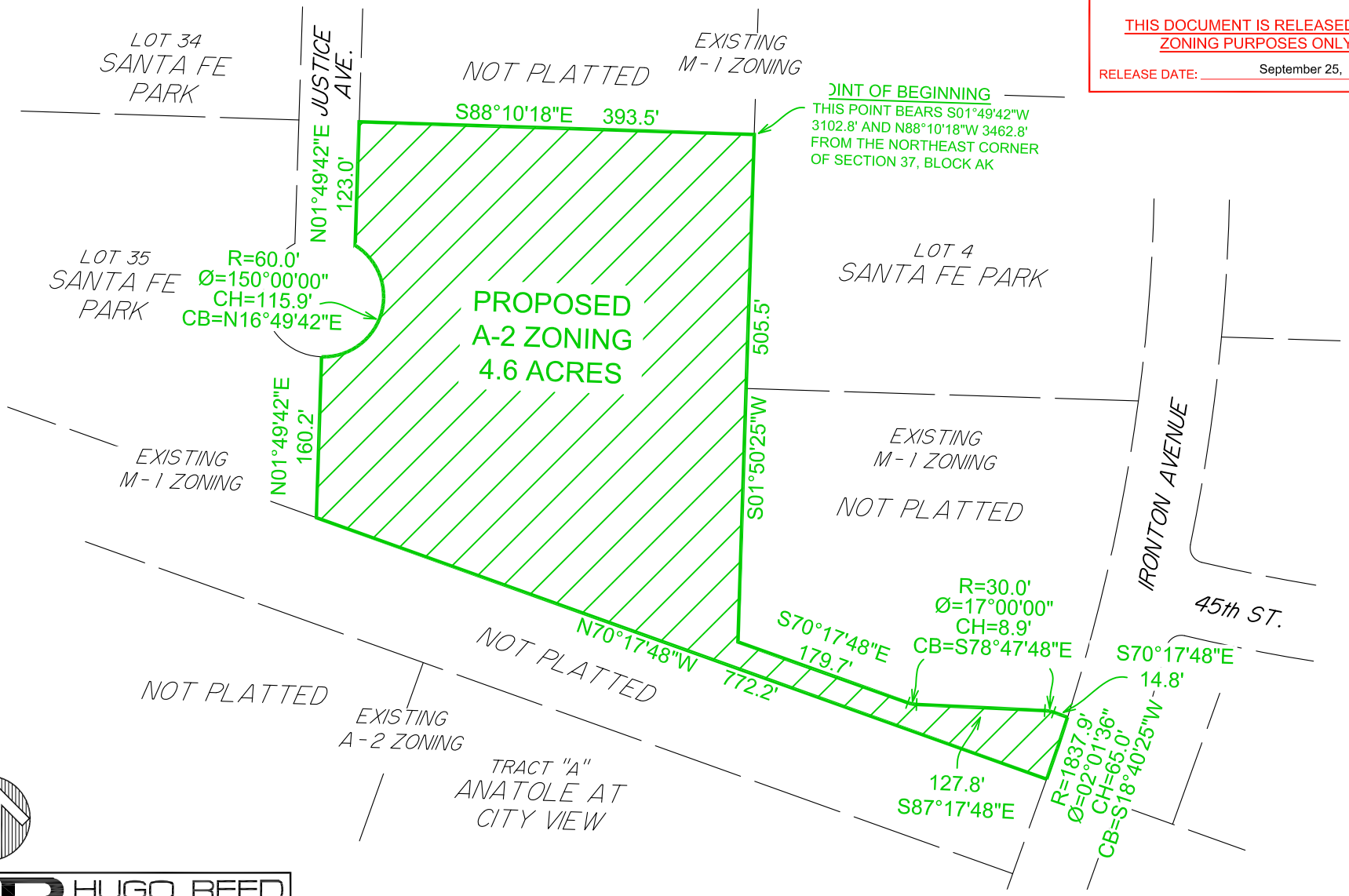
PROPOSED ZONING

LOCATED IN SECTION 37, BLOCK AK

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR ZONING PURPOSES ONLY.

RELEASE DATE: September 25, 2023



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

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of an approximate 4.6 acre tract of land located in Section 37, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the Western boundary of Lot 4, Santa Fe Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 2306, Page 81, Official Real Property Records of Lubbock County, Texas, for the most Northerly Northeast corner of this tract, which bears S. 01°49'42" W. an approximate distance of 3102.8 feet and N. 88°10'18" W. an approximate distance of 3462.8 feet from the Northeast corner of Section 37, Block AK, Lubbock County, Texas;

THENCE S. 01°50'25" W. along the Western boundary of said Lot 4, Santa Fe Park, an approximate distance of 253.0 feet pass the Southwest corner of said Lot 4, continuing for an approximate total distance of 505.5 feet to a point;

THENCE S. 70°17'48" E., an approximate distance of 179.7 feet to a point of curvature;

THENCE Southeasterly, along a curve to the left, said curve having a radius of 30.0 feet, a central angle of 17°00’00”, and a chord bearing of S. 78°47’48” E., and an approximate chord distance of 8.9 feet to a point of tangency;

THENCE S. 87°17’48” E., an approximate distance of 127.8 feet to a point of curvature;

THENCE Southeasterly, along a curve to the right, said curve having a radius of 30.0 feet, a central angle of 17°00’00”, a chord bearing of S. 78°47’48” E., and an approximate chord distance of 8.9 feet to a point of tangency;

THENCE S. 70°17'48" E., an approximate distance of 14.8 feet to a point of intersection in the West right-of-way line of Ironton Avenue, as described in Volume 1957, Page 782, Deed Records of Lubbock County, Texas, for the most Easterly Northeast corner of this tract;

THENCE Southwesterly, along said West right-of-way line of Ironton Avenue, and along a curve to the right, said curve having a radius of 1837.9 feet, a central angle of 02°01’36”, a chord bearing of S. 18°40’25” W., and an approximate chord distance of 65.0 feet to a point of intersection, for the Southeast corner of this tract;

THENCE N. 70°17'48" W., an approximate distance of 772.2 feet to a point for the Southwest corner of this tract, said point also being the Southeast Corner of Lot 35, Santa Fe Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number 2015012708, Official Property Records of Lubbock County, Texas;

THENCE N. 01°49'42" E., along the Eastern boundary of said Lot 35, an approximate distance of 160.2 feet to a point intersection in the East right-of-way line of Justice Avenue, dedicated by plat recorded under County Clerk File Number 2015012708, Official Property Records of Lubbock County, Texas;

THENCE Northeasterly, along said East right-of-way line of Justice Avenue, and along a curve to the left, said curve having a radius of 60.0 feet, a central angle of 150°00’00”, a chord bearing of N. 16°49’42” E., and an approximate chord distance of 115.9 to a point of intersection;

THENCE N. 01°49’42” E., continuing along said East right-of-way line of Justice Avenue, an approximate distance of 123.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°10'18" E. an approximate distance of 393.5 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for Wilkerson Investment Co.
September 25, 2023

Planning Department
City of Lubbock

Staff Report	Zone Case 2011-J
City Council Meeting	December 5, 2023

Applicant Hugo Reed and Associates, Inc.

Property Owner Wilkerson Investment Co

Council District 6

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into the City of Lubbock.
- April 23, 1959, Zone Case 763, Ordinance No. 2760: The subject property was zoned Single-Family District (R-1).
- January 28, 1985, Zone Case 2011-A, Ordinance No. 8711: The subject property was rezoned from Single-Family District (R-1) to Light Manufacturing District (M-1).
- October 9, 2023, Zone case 2011-C, Ordinance No. 2003-O0108: The subject property was rezoned from (M-1) to High Density Apartment District (A-2).
- November 6, 2008, Zone Case 2011-E, Ordinance No. 8711: The subject property was rezoned from (A-2) to (M-1).
- November 6, 2023, Zone Case 2011-J: The Planning and Zoning Commission recommended approval of a request to rezone the property from M-1 to A-2 by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 16
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History

The subject property is unplatted and undeveloped.

Adjacent Property Development

The properties to the north, west and east are zoned Light Manufacturing District (M-1) with High Density Apartment District (A-2) to the south.

Zoning Request and Analysis

Item Summary

The subject property is generally located east of Justice Avenue and south of 43rd Street, on 4.6 acres of uplatted land out of Section 37, Block AK. The applicant is requesting a zone change from Light Manufacturing District (M-1) to High-Density Apartment District (A-2).

Current zoning: **Light Manufacturing District (M-1)**

Requested zoning: **High-Density Apartment District (A-2)**

Intent Statements
The intent of the current M-1 zoning is "…to provide for light industrial uses and those commercial uses requiring outside storage and display. The regulations are designed to provide for a mixture of heavy commercial and light industrial or manufacturing uses with proper standards to encourage attractive working areas for citizens."

The intent of the proposed A-2 zoning is "…to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses."

Traffic Network/Infrastructure Impacts
The location is along Justice Avenue Avenue which is designated as a Local Street. Local streets typically provide access to smaller destination-oriented areas and 43rd street which is designated as a Collector Street. Collectors are designed for medium volumes of vehicles operating at lower speeds (i.e. 30-35 mph).

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and would not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial land uses. This request does not conform to this designation, it is appropriate along a collector a street and is adjacent to high density apartment district, and thus, this request is in moderate conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along a collector street and is compatible next to adjacent land uses.

Suitability of Property for Allowed Uses
Infrastructure improvements would be necessary to accommodate the uses allowed with A-2 zoning.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2011-J

Allowable Uses: High-Density Apartment District (A-2)

Transportation: The proposed development has a point of access from North University Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Justice Avenue Local Street	R.O.W. 62 feet, two- lane, undivided, paved.	R.O.W. 62 feet, two-lane, undivided, paved
43rd Street Collector (Completed)	R.O.W. 73 feet, two-lane, undivided, paved	R.O.W. 64 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 6

3.1 **Zone Case 2011-J**: Hugo Reed & Associates, Inc. for Wilkerson Investment Co., request for a zone change from Light Manufacturing District (M-1) to High-Density Apartment District (A-2), at:

- Generally located east of Justice Avenue and south of 43rd Street, on 4.6 acres of unplatted land out of Block AK, Section 37.

PLANNER CASSIE BERMEA stated there were sixteen (16) notifications sent out with one (1) received in favor and one (1) received in opposition. The letter in opposition felt this was not an appropriate location for a new apartment complex next to a daycare and industrial uses. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommends approval of the request.

TANNER NOBLE asked for the location of the daycare. **MS. BERMEA** replied it is directly across the street.

APPLICANT TERRY HOLEMAN, 1601 Avenue N, with Hugo Reed and Associates, Inc., in order to help the Commission get oriented, advised 43rd Street is north of this property and it is the main road that connects from Milwaukee Avenue to the old Sam's store. He advised there are many things that have developed in this area that are not industrial. There are existing apartments to the south of the property. This block has a daycare, children's gymnastics facility, doctor's office, and to the west is an elementary school. These less intense uses were allowed under the former M-1 district. This area south of 43rd will likely not be developed as industrial. This project will be 110 units and 2 stories in height.

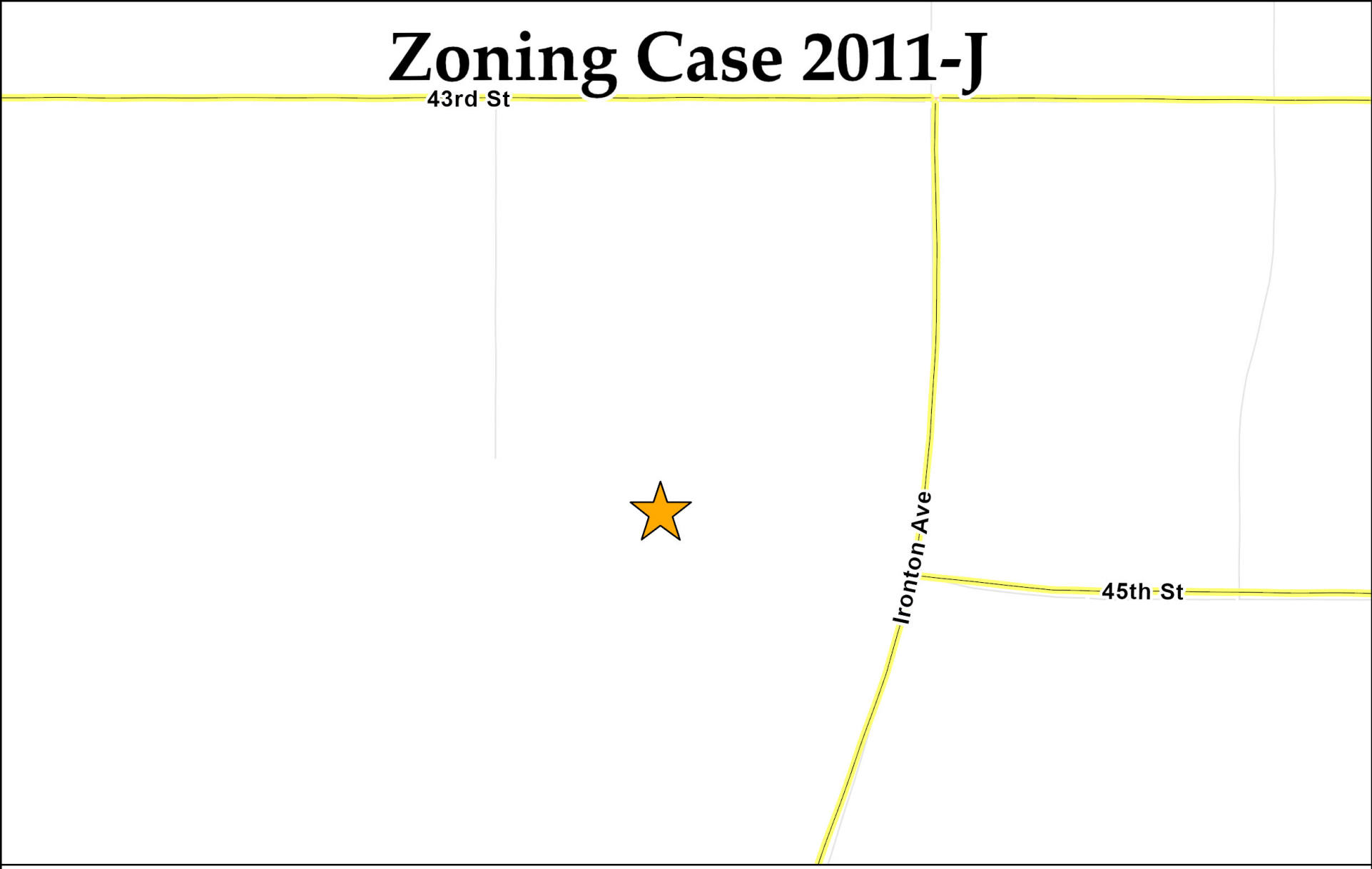
CHAIR ZACH SAWYER asked if Ironton Avenue ties back to Milwaukee Avenue with a stoplight. **MR. HOLEMAN** advised it does connect to 50th Street, south of the existing apartments.

No one spoke in favor or in opposition of the request.

JORDAN WHEATLEY advised this is a great location for apartments and to rezone property out of the M-1 district.

In the matter of **Zone Case 2011-J,** a motion was made by **BRANDON HARDAWAY** and seconded by **JAMES BELL** to approve the request. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

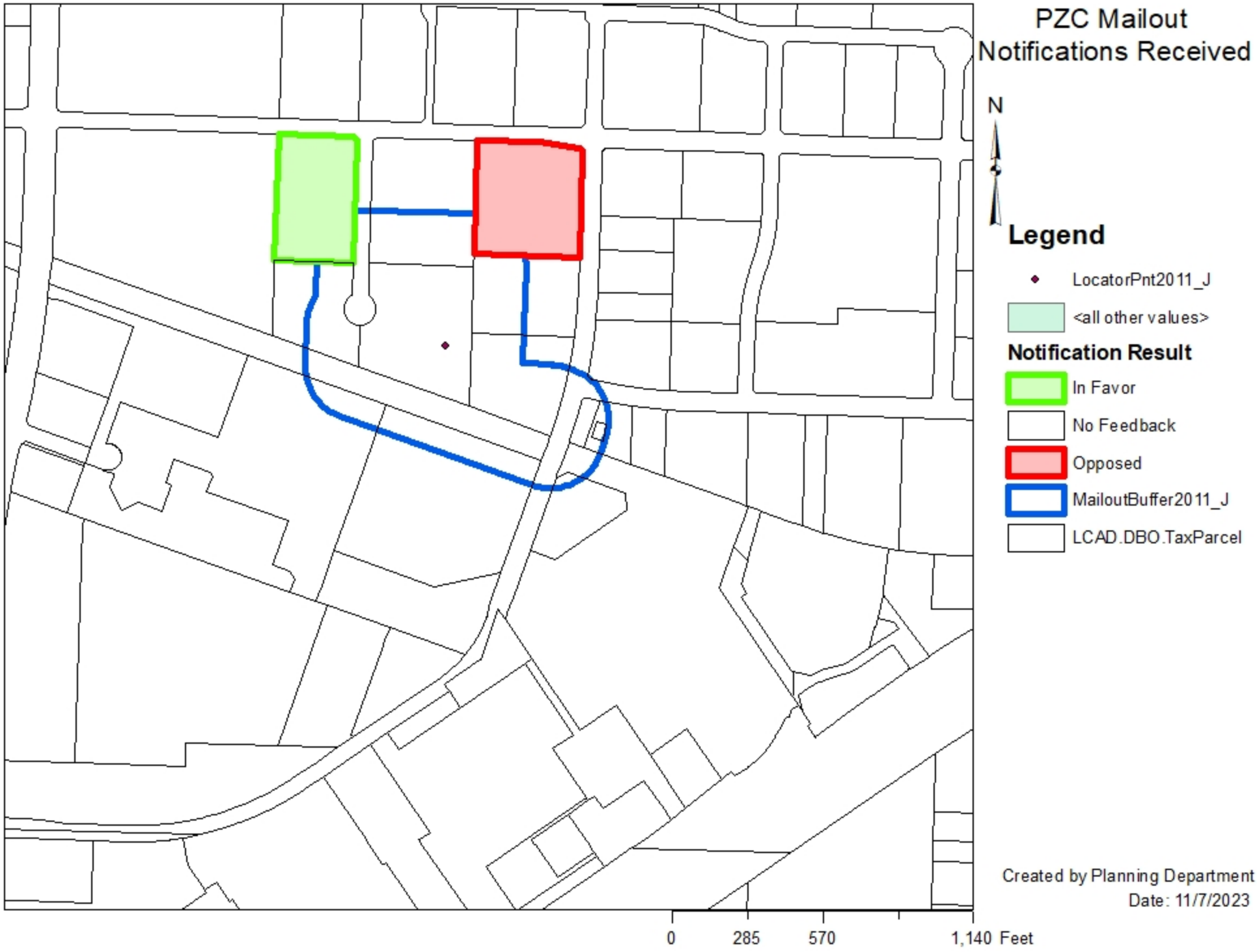
Zoning Case 2011-J



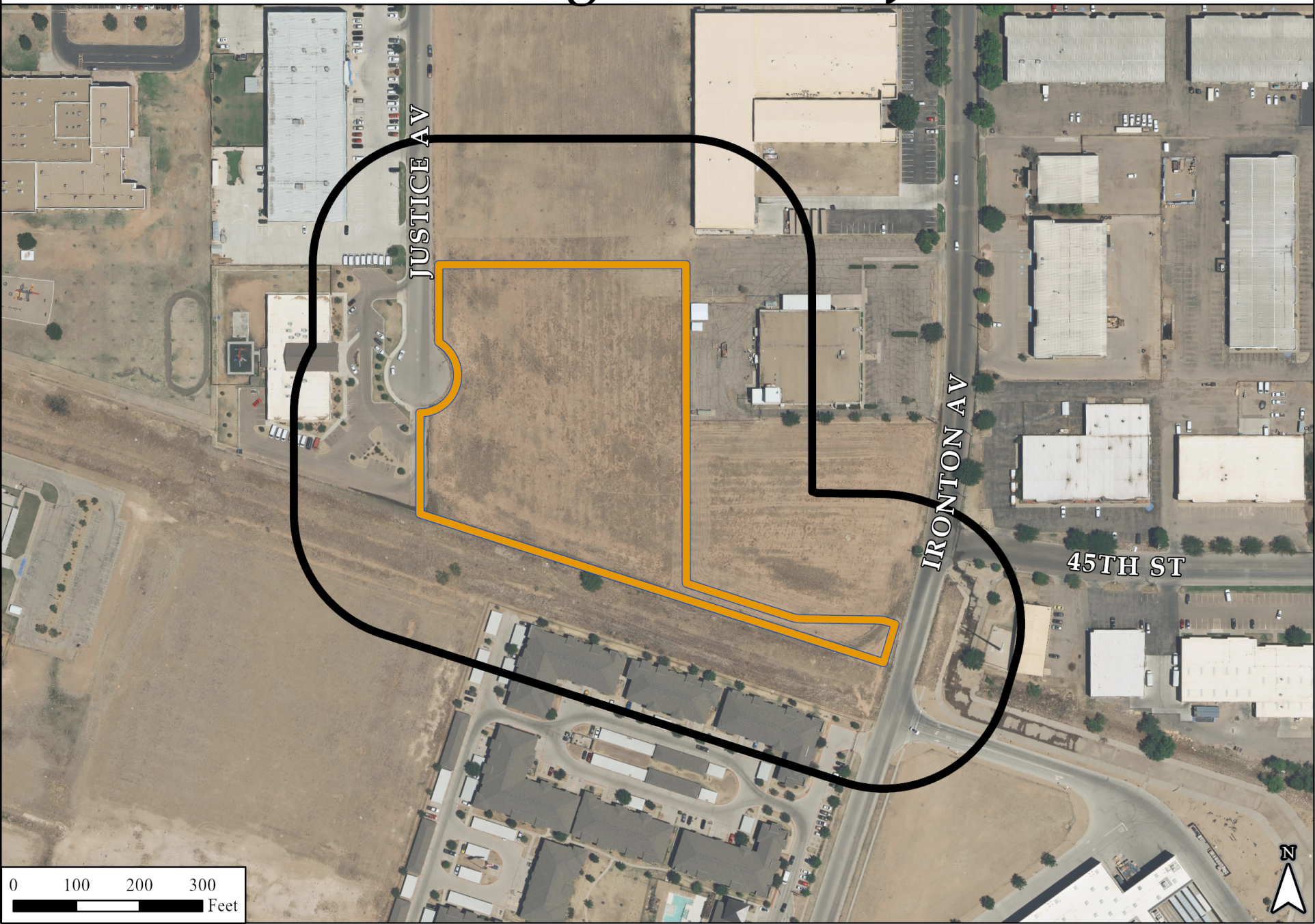
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: October 2023


PZC Mailout
Notifications Received
N
Legend
LocatorPnt2011_J
<all other values>
Notification Result
In Favor
No Feedback
Opposed
MailoutBuffer2011_J
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 11/7/2023
0
285
570
1,140 Feet

Zoning Case 2011-J





Current Zoning 2011-J

Zoning Districts

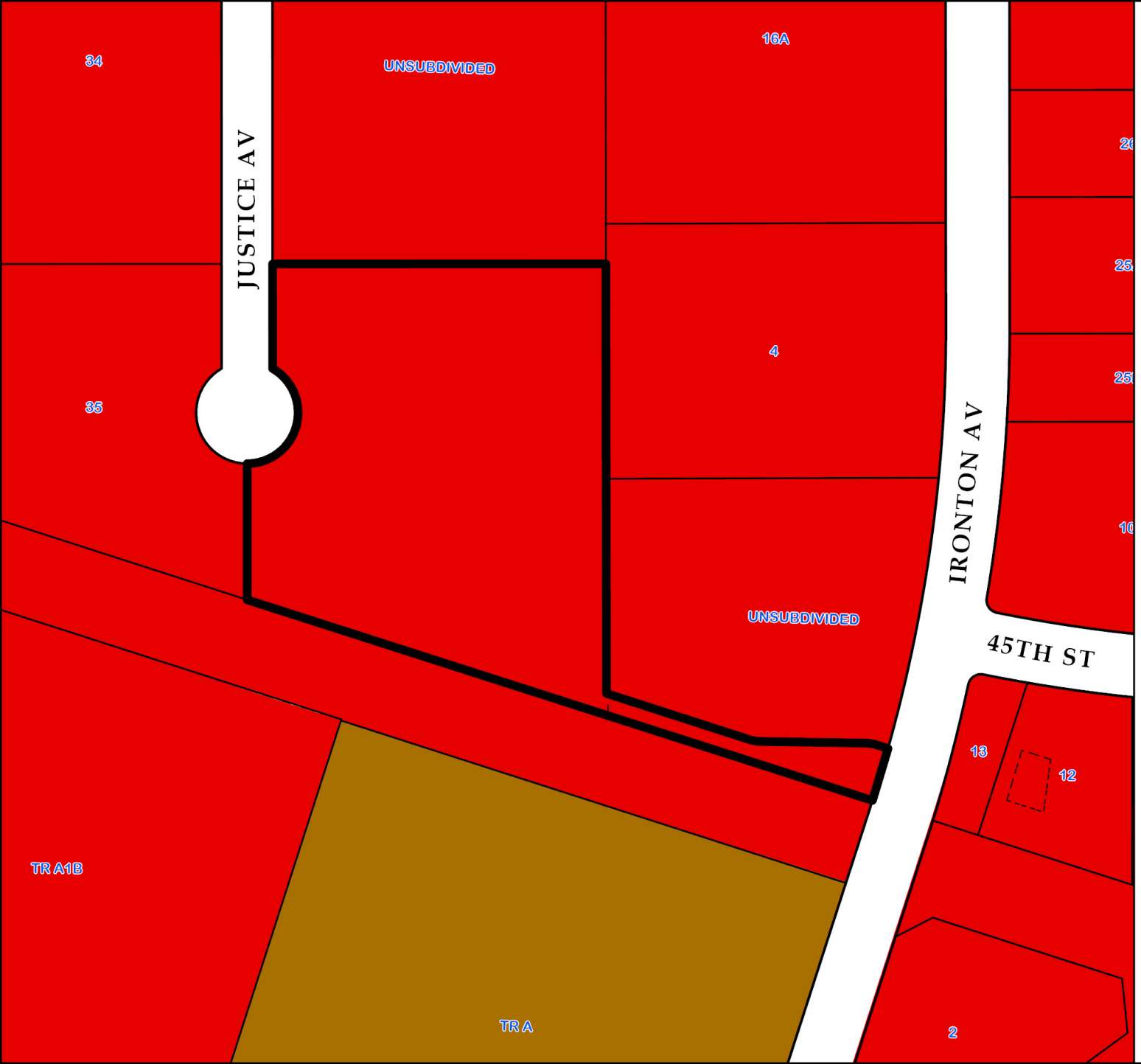
- High Density Apartment
- Light Manufacturing

N

0 50 100 150 200 Feet

City of Lubbock TEXAS

Date Exported: October 2023



Future Land Use Plan
Case 2011-J

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: October 2023



West View.



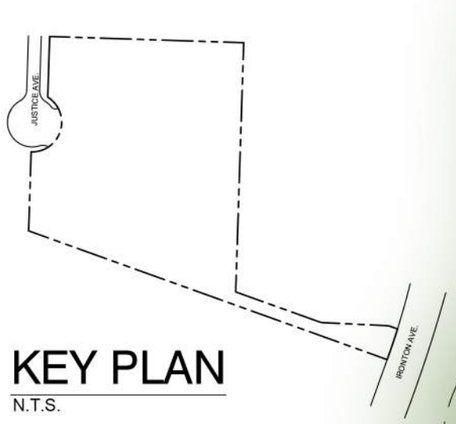
East View– Subject Property.



North View.

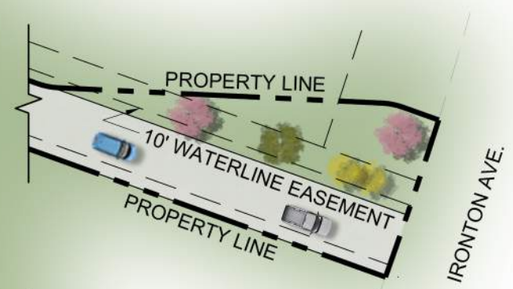


South View.



KEY PLAN
N.T.S.





SITE PLAN

0 60 120

1 INCH = 120 FEET

Cross architects

PROJECT # 23070

SANTA FE PLACE
LUBBOCK, TEXAS

DATE: 10/18/2023

A1.0

SITE PLAN

Copyright © 2023

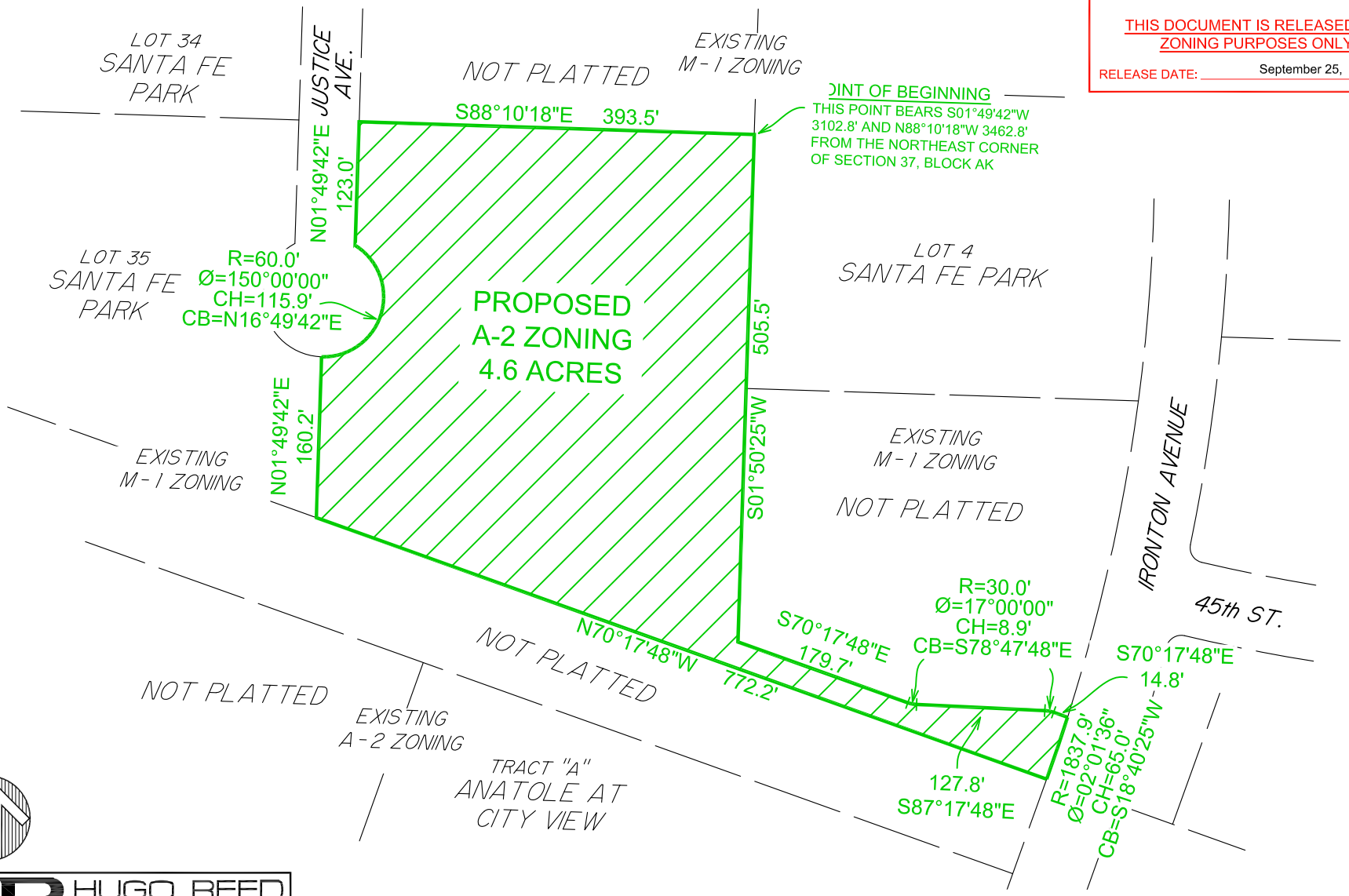
PROPOSED ZONING

LOCATED IN SECTION 37, BLOCK AK

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR ZONING PURPOSES ONLY.

RELEASE DATE: September 25, 2023



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

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 4321 Justice Avenue

Lots/Tracts: Proposed Lot 40, Santa Fe Park (plat submitted concurrently)

Survey & Abstract: Block AK, Section 37, G. C. & S.F. Railroad Co. Survey

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 4.6

Existing Land Use: Vacant land Existing Zoning: "M-1" Light Manufacturing District

Requested Zoning: "A-2" High-Density Apartment District

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates, Inc.

Name: Sean Curran

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: scurran@hugoreed.com

Applicant's Signature: Sean Curran

Date: 9/22/2023 Printed Name: Sean Curran

Owner Information

Firm Name:

Owner: Wilkerson Investment Co

Address: 501 East 66th Street City: Lubbock State: TX

ZIP Code: 79408 Telephone: 806-474-2207 Email: gwilk@wilkersonproperties.com

Property Owner's Signature: Gordon Wilkerson

Date: 9/22/23 Printed Name: Gordon Wilkerson

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.:** ***2011-J***

In Favor ____

Opposed X

Reasons and/or Comments:

CHILD CARE ACROSS THE STREET
MANUFACTURING / WHOLESALE COMMERCIAL BUSINESS
RIGHT NEXT TO THAT LOT
WE HAVE 10-15 LARGE TRUCK DELIVERS each week
THIS NOT AN AREA for APARTMENTS.

Print Name Stephen J. Buckley
Signature: Stephen J Buckley
Address: 4302 IRONTON AVE
Address of Property Owned: SAME
Phone Number: 806 438-0191
Email: Steve6@StephenJoseph INC

Zone Case Number: **2011-J** R139193 Recipient 13 of 16

BUCKLEY STEPHEN JOSEPH &
ALEXANDRA LYNN PO BOX 718
LAKEBAY WA 98349-0718

RECEIVED
NOV 03 2023
BY:

UMC PHYSICIANS

Craig Barker, MD
Corporate Medical Director, UMCP

6205 43rd Street
Lubbock, TX 79407

p. 806.761.0333
f. 806.749.2264
umchealthsystem.com

November 6, 2023

Cassie Bermea
City of Lubbock
Planning Department

I support the zoning change for Case Number 2011-J.

As owner of Rock Solid Athletics a t 6205 43rd Street, I am in favor of this change as it should bring some increased economic activity to our area.

Please let me know if there are concerns.

Sincerely,

Craig Barker, MD
Corporate Medical Director, UMC Physicians
Board Chair, UMC Health Network, Inc.
Owner, Rock Solid Athletics, LLC
Owner, Bless This Dirt, LLC

Craig.Barker@UMCHealthSystem.com
Dr.Barker@RSA-gym.com

AI# 12086
Regular City Council Meeting
12/12/2023:

6. 1.

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution determining that Condition 16 in the Customer Choice Resolution adopted by the Electric Utility Board on February 22, 2022, related to all the conditions of that resolution have been met, and establish a certain date for customer choice and retail competition to begin.

Item Summary

The Electric Utility Board (EUB), and subsequently the City Council, thoroughly considered requirements for transitioning the Lubbock Power & Light (LP&L) electrical system from the Southwest Power Pool into the Electric Reliability Council of Texas (ERCOT), as a first step before allowing customer choice in LP&L's service area. The Customer Choice Resolution laid out 16 requirements that must be met or waived, if not legally required/necessary. Along with this certain date resolution, the requirements that were set forth have been completed and the major assignments as follows have been met: Provisions for having fully integrated 100% of LP&L's load into ERCOT, a designation of a Provider of Last Resort, a determination by Board and Council that a robust market exists for competition, and a process to ensure customers who do not choose a retail provider are properly assigned to one.

LP&L has worked extensively with ERCOT market participants in preparation for the transition to customer choice and retail competition. LP&L hereby requests that March 4, 2024, be the date established for opening its market to retail competition. This is the date that customers will begin to assign with Retail Electric Providers, a process that will take until April 2, 2024, to complete.

As a culmination of intensive work over these past several years, all the necessary requirements will have been met as of December 11, 2023. LP&L now requests the same approval from City Council that it received from the Electric Utility Board in this resolution, as a final determination that LP&L is prepared for customer choice. Adoption of this resolution will provide the final approval for LP&L's entry into the competitive retail market where customer choice will be available for all LP&L customers.

Fiscal Impact

No fiscal impacts are anticipated.

Staff/Board Recommending

Joel Ivy, Director of Electric Utilities
Electric Utility Board

Attachments

Resolution - CC
Resolution - EUB

RESOLUTION

WHEREAS, the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light ("LP&L") are currently served with wholesale power delivered through both the Electric Reliability Council of Texas ("ERCOT") and the Southwest Power Pool Regional Transmission Organization ("SPP");

WHEREAS, in Texas, retail electric competition and customer choice are available within ERCOT but are not available within SPP;

WHEREAS, LP&L has taken necessary steps over the past few years to move its customer load from SPP into ERCOT, and on December 11, 2023, integration of the final group of customers has been successfully completed;

WHEREAS, in support of its decision to move its customers into ERCOT, LP&L has also undertaken distribution projects and capital improvement projects, is finalizing a sale and purchase of real estate and utility assets with Southwestern Public Service Company ("SPS") and has sought the regulatory approvals required for the integration;

WHEREAS, ERCOT has a robust market within which many retail electric providers ("REPs") participate, thereby allowing customers to choose their own REPs through the competitive market place;

WHEREAS, Texas law provides that municipally owned utilities may choose to open their market to retail competition and allow their customers to participate in customer choice at any time on or after January 1, 2002, by adoption of an appropriate resolution of the municipal governing body or a body vested with power to manage and operate the municipally owned utility;

WHEREAS, the municipal governing body or a body vested with the power to manage and operate a municipally owned utility has the discretion to decide when or if the municipally owned utility will provide customer choice;

WHEREAS, the decision to participate in customer choice and electric competition by the adoption of a resolution is irrevocable;

WHEREAS, Texas law also provides that the metering function of a municipally owned utility that provides competition to customers may not be deemed competitive, and, at the option of the municipally owned utility, may continue to be offered by the municipally owned utility as the sole provider;

WHEREAS, upon the initiation of customer choice and retail electric competition, LP&L will continue to provide transmission and delivery services and the metering function for customers within LP&L's certificated service area;

WHEREAS, the City Council of the City of Lubbock believes that customer choice and retail electric competition will benefit the citizens of Lubbock and enhance growth and economic development in Lubbock;

WHEREAS, on February 22, 2022, the City Council of the City of Lubbock adopted an irrevocable resolution choosing to participate in retail electric competition and customer choice upon the occurrence of specified conditions, described herein, which were determined to be required prerequisites for offering customer choice and retail electric competition;

WHEREAS, The Electric Utility Board passed a Resolution EUB R0078, on November 13, 2023, affirming the completion of the opt-in requirements set by the City Council in Resolution EUB R0010, passed February 15, 2022, resolving that customer choice and retail electric competition should commence upon approval of this resolution by the City Council of the City of Lubbock, and recommending that the City Council affirm the satisfaction of the conditions set forth in the Council's February 22, 2022 resolution and affirm the Electric Utility Board's Resolution to enter into retail electric competition;

WHEREAS, the City Council of the City of Lubbock, as a municipal governing body vested with power to manage and operate LP&L (along with the Electric Utility Board of the City of Lubbock), wishes to offer customer choice and retail electric competition to the ratepayers of LP&L through this irrevocable resolution, upon the completion of the conditions outlined in the Irrevocable Resolution passed on or about February 22, 2022;

WHEREAS, the City Council of the City of Lubbock understands that this Resolution is irrevocable;

NOW, THEREFORE:

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

THAT, to the extent the City Council of the City of Lubbock possesses governance jurisdiction over LP&L, as prescribed by the City Charter and Ordinances of the City of Lubbock, including without limitation, Chapter 1, Article XII, Section 1 of the City Charter and Chapter 2, Article 2.03, Division 12 of the Code of Ordinances, the City Council of the City of Lubbock hereby irrevocably chooses to offer customer choice and retail electric competition to the ratepayers of LP&L, as contemplated by Chapter 40 of the Texas Utilities Code, subject to the conditions outlined herein.

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

THAT the conditions set forth in City Council Resolution No. 2022-R0408 have been satisfied or waived and, the following conditions having been met, customer choice and retail electric competition shall commence on the date

prescribed below upon approval of this resolution by the City Council of the City of Lubbock:

(1) Prior to the commencement date of retail competition, LP&L's Total Load has been fully integrated into ERCOT for a minimum period of sixty (60) days starting by December 11, 2023.

(2) ERCOT and/or the Public Utility Commission of Texas, or any other applicable regulatory body, has approved the initiation of customer choice and retail electric competition for LP&L and its customers, as recognized by the City Council of the City of Lubbock on February 22, 2022 by Resolution No. 2022-R0408.

(3) The Electric Utility Board and the City Council of the City of Lubbock have established the procedures and criteria for selecting the Provider of Last Resort ("POLR") for customers within LP&L's certificated service area as of the date of the initiation of customer choice and retail electric competition, and have ultimately designated another entity that will serve as the POLR pursuant to Texas Utilities Code § 40.053 as recognized by the City Council of the City of Lubbock on October 24, 2023 in Resolution No. 2023-R0533.

(4) LP&L has the necessary software in place to bill retail electric providers and manage customer and meter related transactions and the software is fully operational and all necessary testing is completed.

(5) LP&L has an EDI Gateway, which consists of a communication channel with ERCOT and all other required parties, which is now fully operational and all necessary testing has been completed as of October 7, 2023.

(6) LP&L has completed its distribution system cutover such that all distribution within LP&L's certificated retail service area has been disconnected from the SPS Legacy System and connected with LP&L's current distribution system as of December 11, 2023.

(7) The Electric Utility Board and the City Council of the City of Lubbock have determined that there are, and will continue to be, a sufficient number of retail electric providers, including a sufficient number of independent, unaffiliated retail electric providers within the ERCOT market, that are willing and able to provide service in Lubbock to adequately provide competitive customer choice and retail electric competition for LP&L's certificated area as confirmed by the City Council of the City of Lubbock on October 24, 2023 Resolution No. 2023-R0535.

(8) LP&L has executed, and continues to execute as necessary, any and all necessary contracts with retail electric providers who intend to serve LP&L's certificated area upon the initiation of customer choice and retail electric competition. These contracts will be used in place of a registration requirement which is optional but permitted pursuant to Texas Utilities Code §39.358.

(9) LP&L has made all necessary filings with the Public Utility Commission of Texas regarding its generation function, to the extent required under Texas Utilities Code § 40.055(a)(2) and rules promulgated thereunder.

(10) The contracts LP&L is requiring with retail electric providers serve the function that a registration requirement would have provided, so no action is needed or has been taken by the EUB or the City Council of the City of Lubbock to require the registration of REPs that are serving the City of Lubbock pursuant to Texas Utilities Code § 39.358.

(11) The Electric Utility Board and the City Council of the City of Lubbock have approved the Tariff for Competitive Retailer Access for the City of Lubbock, acting by and through Lubbock Power & Light, as provided in 16 Texas Administrative Code § 25.215 and Appendix V to the Public Utility Commission's Electric Substantive Rules, 16 Texas Administrative Code, Chapter 25, on July 25, 2023 by Resolution No. 2023-R0373 and further approved the rates for open access on distribution facilities under Texas Utilities Code § 40.058, and LP&L has made a timely filing of such rates with the Public Utility Commission of Texas.

(12) LP&L has taken all steps necessary to continue the metering function for its customers in its certificated service area, with such metering function not being competitive as provided in Texas Utilities Code §§ 40.053(b) and 40.057.

(13) LP&L has substantially completed installing its advanced metering infrastructure for electric service in LP&L's certificated area by September 2022.

(14) The Electric Utility Board and the City Council have approved a transition to competition plan for customers in LP&L's certificated area that have not affirmatively selected their own retail electric provider prior to the date customer choice and retail electric competition is initiated, such action having been taken by the EUB on October 17, 2023 by Resolution No. EUB–R0069, and by the City Council on October 24, 2023 by Resolution No. R0534.

(15) The option to waive any of the listed conditions, if and only if such conditions are not legally required for the adoption of customer choice and retail electric competition in the City of Lubbock, has been taken or foregone by the Electric Utility Board and the City Council.

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

THAT Condition (16) of City Council Resolution No. 2022-R0408, confirming that the foregoing conditions in that resolution have, in the City Council's sole judgment, been satisfied or exceeded, has also been satisfied and that retail electric competition shall commence on March 4, 2024.

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

THAT the decision to initiate customer choice and retail electric competition upon the conditions outlined herein is irrevocable and cannot be revoked, recalled, repealed, or altered in any way.

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

THAT the City Council of the City of Lubbock affirms the satisfaction of the conditions set forth in the irrevocable resolution opting into retail competition.

Passed by the City Council this 12th day of December, 2023.

Tray Payne, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Carolyn Shellman, Interim General Counsel

RESOLUTION

WHEREAS, the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light ("LP&L") are currently served with wholesale power delivered through both the Electric Reliability Council of Texas ("ERCOT") and the Southwest Power Pool Regional Transmission Organization ("SPP");

WHEREAS, in Texas, retail competition and customer choice are available within ERCOT but are not available within SPP;

WHEREAS, approximately seventy percent (70%) of LP&L's load is currently in ERCOT (the "Affected Load");

WHEREAS, LP&L has taken steps to move the remainder of its load, approximately thirty percent (30%), from SPP to ERCOT (the "Remaining Load");

WHEREAS, on or about October 29, 2010, LP&L purchased the majority of Southwestern Public Service Company's ("SPS") distribution assets located within the Lubbock city limits ("SPS Legacy System");

WHEREAS, LP&L has undertaken certain distribution projects to move LP&L customers on SPS's Legacy System over to LP&L's distribution system in preparation for the integration of the Remaining Load into ERCOT;

WHEREAS, LP&L will have fully integrated one hundred percent (100%) of its load in the ERCOT market by December 11, 2023 ("LP&L's Total Load"), and has completed all of the necessary capital improvement projects and regulatory approvals required for the integration;

WHEREAS, ERCOT has a robust market within which many retail electric providers ("REPs") participate, which allows customers to choose their own retail electric providers through the competitive market place;

WHEREAS, Texas law provides the opportunity for municipally owned electric utilities to elect to provide customer choice to their customers;

WHEREAS, the municipal governing body or a body vested with the power to manage and operate a municipally owned utility has the discretion to decide when or if the municipally owned utility will provide customer choice;

WHEREAS, Texas law provides that municipally owned utilities may choose to participate in customer choice at any time on or after January 1, 2002, by adoption of an appropriate resolution of the municipal governing body or a body vested with power to manage and operate the municipally owned utility;

WHEREAS, the decision to participate in customer choice and electric competition by the adoption of a resolution is irrevocable;

WHEREAS, Texas law provides that the metering function of a municipally owned utility that provides competition to customers may not be deemed competitive, and, at the option of the municipally owned utility, may continue to be offered by the municipally owned utility as the sole provider;

WHEREAS, the Electric Utility Board of the City of Lubbock (the "EUB" or "Electric Utility Board") believes that customer choice and retail electric competition will benefit the citizens of Lubbock and enhance growth and economic development in Lubbock;

WHEREAS, the Electric Utility Board understands that this Resolution is irrevocable;

WHEREAS, the EUB desires to adopt this irrevocable resolution to choose to participate in customer choice and retail electric competition upon the occurrence of specified conditions, contained herein, which are required prerequisites for offering customer choice and retail competition;

WHEREAS, upon the initiation of customer choice and retail electric competition, LP&L will continue to provide transmission and delivery services and the metering function for customers within LP&L's certificated service area;

WHEREAS, the EUB, as a governing body vested with power to manage and operate LP&L (along with the City Council of the City of Lubbock), wishes to offer customer choice and retail competition to the ratepayers of LP&L through this irrevocable resolution, upon the conditions outlined herein.

NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THATto the extent the EUB possesses governance jurisdiction over LP&L, as prescribed by the City Charter and Ordinances of the City of Lubbock, including without limitation, Chapter 1, Article XII, Section 1 of the City Charter and Chapter 2, Article 2.03, Division 12 of the Code of Ordinances, the Electric Utility Board of the City of Lubbock hereby irrevocably chooses to offer customer choice and retail electric competition to the ratepayers of LP&L, as contemplated by Chapter 40 of the Texas Utilities Code, subject to the conditions outlined herein.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Chief Administrative Officer of LP&L, formerly known as the Director of Electric Utilities, BE and is hereby DIRECTED to take all remaining

necessary steps to initiate customer choice and retail electric competition for LP&L ratepayers, as permitted by Chapter 40 of the Texas Utilities Code, including, without limitation, steps necessary to implement customer choice and retail electric competition and to timely report same to the Electric Utility Board of the City of Lubbock.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the conditions set forth in EUB Resolution 2022 EUB-R0010 have been satisfied or waived and, the following conditions having been met, customer choice and retail electric competition shall commence upon approval of this resolution by the City Council of the City of Lubbock:

(1) LP&L's Total Load has been fully integrated into ERCOT for a minimum period of sixty (60) days starting by December 11, 2023.

(2) ERCOT and/or the Public Utility Commission of Texas, or any other applicable regulatory body, has approved the initiation of customer choice and retail electric competition for LP&L and its customers, as recognized by the City Council of the City of Lubbock on February 22, 2022 by Resolution No. 2022-R0408.

(3) The Electric Utility Board and the City Council of the City of Lubbock have established the procedures and criteria for selecting the Provider of Last Resort ("POLR") for customers within LP&L's certificated service area as of the date of the initiation of customer choice and retail electric competition, and have ultimately designated another entity that will serve as the POLR pursuant to Texas Utilities Code § 40.053 as recognized by the City Council of the City of Lubbock on October 24, 2023 in Resolution No. 2023-R0533.

(4) LP&L has the necessary software in place to bill retail electric providers and manage customer and meter related transactions and the software is fully operational and all necessary testing is completed. Final completion of software configuration is scheduled to be completed on December 17, 2023.

(5) LP&L has an EDI Gateway, which consists of a communication channel with ERCOT and all other required parties, which is now fully operational and all necessary testing has been completed as of October 7, 2023.

(6) LP&L is scheduled to complete its distribution system cutover such that all distribution within LP&L's certificated retail service area will be disconnected from the SPS Legacy System and connected with LP&L's current distribution system by December 11, 2023.

(7) The Electric Utility Board and the City Council of the City of Lubbock have determined that there are, and will continue to be, a sufficient number of retail electric providers, including a sufficient number of independent,

unaffiliated retail electric providers within the ERCOT market, that are willing and able to provide service in Lubbock to adequately provide competitive customer choice and retail electric competition for LP&L's certificated area as confirmed by the City Council of the City of Lubbock on October 24, 2023 Resolution No. 2023-R0535.

(8) LP&L has executed, and continues to execute as necessary, any and all necessary contracts with retail electric providers who intend to serve LP&L's certificated area upon the initiation of customer choice and retail electric competition. These contracts will be used in place of a registration requirement which is optional but permitted pursuant to Texas Utilities Code §39.358.

(9) LP&L has made all necessary filings with the Public Utility Commission of Texas regarding its generation function, to the extent required under Texas Utilities Code § 40.055(a)(2) and rules promulgated thereunder.

(10) The contracts LP&L is requiring with retail electric providers serve the function that a registration requirement would have provided, so no action is needed or has been taken by the EUB or the City Council of the City of Lubbock to require the registration of REPs that are serving the City of Lubbock pursuant to Texas Utilities Code § 39.358.

(11) The Electric Utility Board and the City Council of the City of Lubbock have approved the Tariff for Competitive Retailer Access for the City of Lubbock, acting by and through Lubbock Power & Light, as provided in 16 Texas Administrative Code § 25.215 and Appendix V to the Public Utility Commission's Electric Substantive Rules, 16 Texas Administrative Code, Chapter 25, on July 25, 2023 by Resolution No. 2023-R0373 and further approved the rates for open access on distribution facilities under Texas Utilities Code § 40.058, and LP&L has made a timely filing of such rates with the Public Utility Commission of Texas.

(12) LP&L has taken all steps necessary to continue the metering function for its customers in its certificated service area, with such metering function not being competitive as provided in Texas Utilities Code §§ 40.053(b) and 40.057.

(13) LP&L had substantially completed installing its advanced metering infrastructure for electric service in LP&L's certificated area by September 2022.

(14) The Electric Utility Board and the City Council have approved a transition to competition plan for customers in LP&L's certificated area that have not affirmatively selected their own retail electric provider prior to the date customer choice and retail electric competition is initiated, such action having been taken by the EUB on October 17, 2023 by Resolution No. EUB–R0069, and by the City Council on October 24, 2023 by Resolution No. R0534.

(15) Any of the foregoing conditions may be waived by the Electric Utility Board and the City Council if and only if such conditions are not legally required for the adoption of customer choice and retail electric competition in the City of Lubbock.

(16) This resolution shall be null and void and of no effect whatsoever unless the City Council also adopts an irrevocable resolution confirming that the conditions previously established for implementing customer choice and retail electric competition within LP&L's certificated retail service area have been satisfied and establishing a date certain for customer choice and retail electric competition to begin in the City of Lubbock.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

That customer choice and retail electric competition shall be initiated on the completion of all conditions provided herein and that retail electric competition shall commence on March 4, 2024

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

That the decision to initiate customer choice and retail electric competition upon the conditions outlined herein is irrevocable and cannot be revoked, recalled, repealed, or altered in any way.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby recommends to the City Council of the City of Lubbock that the recitals and preambles of this resolution be adopted as further findings of the Electric Utility Board and that the City Council affirm the satisfaction of the conditions set forth in the irrevocable resolution opting into retail competition.

Passed by the Electric Utility Board this 13th day of November, 2023.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Carolyn Shellman, Interim General Counsel