City of Lubbock, Texas
Regular City Council Meeting
January 23, 2024

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

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.

10:00 a.m. - City Council convenes in Conference Rooms CT201A and CT201B in the Conference Center on the 2nd Floor of Citizens Tower in Work Session, regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council. No action will be taken by the City Council in Work Session.

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

1. 1. Discuss planning, goals, and budget priorities for the Lubbock City Council and the City of Lubbock, and discuss the programs, expenditures and policies of the City Council and the City of Lubbock, including but not limited to the Lubbock City Charter, ARPA funding, annexation and growth, aquatics, substance abuse, municipal fees, transportation, infrastructure, solid waste, streets, Gateway Fund, Civic Center, Lubbock Animal Services, libraries, community engagement, capital improvements, facilities, parks and recreation, development services, legislative agenda, public safety, public health, public safety infrastructure, code enforcement, staffing levels, and future needs. This discussion may include a wide range of topics related to the programs, operation, and policies of the City Council and the City of Lubbock. Action may be taken by the City Council to give direction to the City Manager in regard to determining the priorities and goals discussed.

At the completion of the Work Session, City Council recesses into Executive Session.

2. **Executive Session**

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 Chapter 395 of the Texas Local Government Code and applicable City ordinances

Adjourn from Executive Session

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

3. **Ceremonial Items**

3. 1. Invocation

3. 2. Pledges of Allegiance

Call to Order

4. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on January 23, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

5. **Minutes**

5. 1. November 13, 2023 Special City Council Meeting - Electric Utility Board
December 12, 2023 Regular City Council Meeting

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

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-O0001, Amendment 6, Amending the FY 2023-24 Budget for municipal purposes respecting the Parks Capital Project Fund; providing for filing; and providing for a savings clause.

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-O0002, Amendment 7, Amending the FY 2023-24 Budget for municipal purposes respecting the Bell Farms Public Improvement District Fund; providing for filing; and providing for a savings clause.

6. 2. 1. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2024-O0003, amending Ordinance No. 2023-O0097, with regard to the 2023 Service and Assessment Plan for the Bell Farms Public Improvement District, by including additional funding for maintenance costs.

6. 2. 2. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 17715, with West Texas Services, Inc., dba Tom's Tree Place, for annual maintenance for the Bell Farms Public Improvement District (PID) Playa Lake Park, Basin Park, and right-of-way fence sections.

6. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-O0004, Amendment 9, amending the FY 2023-24 Budget for municipal purposes respecting the North & East Lubbock Neighborhood & Infrastructure Fund; providing for filing; and providing for a savings clause.

6. 4. **Resolution - Finance:** Consider a resolution approving the Central Business District Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2022, through September 30, 2023, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Central Business District Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

6. 5. **Resolution - Finance:** Consider a resolution approving the Lubbock Business Park Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2022, through September 30, 2023, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Lubbock Business Park Tax Increment Financing Reinvestment Zone and to the Comptroller of the State of Texas.

6. 6. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0009, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Cypress Ranch PID; approving, adopting, and filing with the City Secretary the assessment role; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

6. 7. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement, Contract 17765, with West Texas Services, Inc., dba Tom's Tree Place, for services related to median improvements in the North Overton Tax Increment Financing (TIF) District boundary at Glenna Goodacre Boulevard.

6. 8. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement, Contract 17764, with West Texas Services, Inc., dba Tom's Tree Place, for services related to right-of-way improvements in the North Overton Tax Increment Financing (TIF) District boundary at 9th and 10th Streets.

6. 9. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2024-O0005, abandoning and closing portions of a blanket garbage collection easement, a blanket underground utility for service easement, an underground utility easement, a transformer pad easement, and a switching enclosure easement, located in Section 37, Block AK to the City of Lubbock, Lubbock County, Texas.

6. 10. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2024-O0006, abandoning and closing an underground streetlight cable easement located in Lincoln 16 Addition, Lot 323, South Queens Street, in the west portion of Section 6, Block JS, Lubbock County, Texas.

6. 11. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Dedication Deed and all related documents, from DSE Properties, Ltd., in connection with certain real property located in Section 38, Block AK, GC & SF R.R. Co. Survey, 689, Tract 9A1 & 11D, of the Lowery Subdivision, Lubbock County, Texas, to be utilized for streets, public use, right of way, utilities, and other public purposes.

6. 12. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Dedication Deed in connection with certain real property out of Lot 1 of the LS Farms Addition to the City of Lubbock, located in the Section 38, Block AK, GC & SF R.R. Co. Survey, Lubbock County, Texas, to be utilized for streets, public use, right-of-way and other public purposes, and all related documents.

6. 13. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Dedication Deed, and all related documents, from James Duane Armstrong and wife, Jane Anne Armstrong, in connection with certain real property located in Section 39, Block AK, GC & SF R.R. Co. Survey, Lubbock County, Texas, for street right-of-way to be utilized for streets, public use, right-of-way, utility, and other public purposes.

6. 14. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Dedication Deed, and all related documents, from Gary Kernell and Betty Kernell, in connection with certain real property located in Section 39, Block AK, GC & SF R.R. Co. Survey, Lubbock County, Texas, to be utilized for streets, public use, right-of-way, utilities, and other public purposes.

6. 15. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License Agreement, and related documents, by and between the City of Lubbock and Broadway Church of Christ, for a building encroachment in the street right-of-way, for a transformer, storage, and air conditioner chiller room.

6. 16. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 16854, with Freese and Nichols, Inc., for the final design, as well as bid phase services, for the West Lubbock Water System Expansion Project.

6. 17. **Resolution - Water Utilities:** Consider a resolution ratifying the acts of the City Manager, in executing Contract 17807, and related documents, by and between the City of Lubbock and Rangeline Utility Services, LLC, for the emergency repair of a water line.

6. 18. **Resolution - Water Utilities:** Consider a resolution authorizing the mayor to execute Purchase Order 22300090 with GA Industries, to refurbish three large rotary ball valves used for booster pump stations located at Post, Texas and/or Lake Alan Henry.

6. 19. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Service Contract 17843, with VEXUS Fiber, LLC, for the purchase and installation of the Lubbock Emergency Communications District critical infrastructure fiber, in support of the Public Safety Improvements Project.

6. 20. **Resolutions - Community Development:** Consider five resolutions authorizing the Mayor to execute five Community Development Block Grant Funding Agreements, and all related documents, by and between the City of Lubbock and CASA of the South Plains, Community Health Center of Lubbock, Lubbock Children's Health Clinic, YWCA of Lubbock, and Catholic Charities, diocese of Lubbock.

6. 21. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 17816, and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA), for the Comprehensive Energy Assistance Program (CEAP) to assist low-income households in meeting their immediate energy needs and to encourage consumers to control energy costs for years to come through education.

6. 22. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 17849, and all related documents, with Lutheran Social Services of the South, Inc. (LSSS), to provide utility assistance to qualified low-income persons and families, through the Comprehensive Energy Assistance Program (CEAP) administered by the Texas Department of Housing and Community Affairs (TDHCA).

6. 23. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute National Association of County and City Health Officials (NACCHO) Contract 2023-112007, to enhance the programmatic activities of CDC Grant No. 5NU38OT000306-05-00, and all related documents, by and between the City of Lubbock, and the National Association of County and City Health Officials.

6. 24. **Resolution - Public Transit Services:** Consider a resolution authorizing the Chief Financial Officer of the City of Lubbock to execute a Federal Transit Administration Section FY 2022 and FY 2023 Section 5339(a) Grant Agreement, in connection with Project ID TX-2024-008-00, to be used for the purchase of ADA para-transit replacement vans.

6. 25. **Resolution - Public Transit Services:** Consider a resolution ratifying the actions of the Chief Financial Officer in connection with the acceptance of an award under the FY 2022 & FY 2023 Federal Transit Administration Section 5307 Grant (Project TX-2024-013-00), to provide operating assistance, preventative maintenance, ADA para-transit, capital, and planning assistance.

6. 26. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33100050, with SHI Government Solutions, for the purchase of Darktrace Software, to enhance the cybersecurity capabilities of the City and Lubbock Power & Light.

6. 27. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001815, with Dell Marketing LP, for the purchase of computers for the annual scheduled computer replacement program.

6. 28. **Resolution - Lubbock Fire Rescue:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 16038, with Brinkley, Sargent, Wiginton (BSW) Architects, regarding a budget and term adjustment in the provision of Architect and Engineering (A&E) services.

6. 29. **Ordinance 2nd Reading - City Secretary:** Consider Ordinance No. 2024-O0008, amending Section 1.02.004 of the Code of Ordinances of the City of Lubbock, Texas, with regard to voting precinct boundaries and the establishment of the same by the City Council; creating additional and new voting precincts; and providing a map of the voting precincts and districts of the City of Lubbock.

6. 30. **Ordinance 2nd Reading - City Secretary:** Consider Ordinance No. 2024-O0007, ordering the 2024 Regular Municipal Election of the City of Lubbock to be held May 4, 2024.

6. 31. **Resolution - City Secretary:** Consider a resolution ordering a Special Election to fill the vacancy in the position of Council Member, District 3, to be conducted May 4, 2024, and authorizing and directing the Mayor to execute an official Order and Notice of Special Election for said special election.

7. **Regular Agenda**

7. 1. **Board Appointments - City Secretary:** Consider appointments to the Community Development & Services Board.

7. 2. **Resolution - Planning:** Consider a resolution receiving a final report from the Amortization and Strategic Downzoning Study Committee (ASDSC), regarding amortization and strategic downzoning.

7. 3. **Public Hearing - Finance:** Hold a public hearing and consider a resolution reauthorizing City fees charged as a condition of constructing, renovating, or remodeling a residential or commercial structure, at least once every ten years.

7. 4. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2024-O0010, for Zone Case 3058-G, a request of Seventeen Services, LLC. for Tommy Ford, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 7201 50th Street, located south of 50th Street and east of Upland Avenue, on 6.192 acres of unplatted land out of Block AK, Section 35, and consider an ordinance.

AI# 12229
Regular City Council Meeting **5. 1.**
01/23/2024:

Information

Agenda Item

November 13, 2023 Special City Council Meeting - Electric Utility Board
December 12, 2023 Regular City Council Meeting

Item Summary

November 13, 2023 Special City Council Meeting - Electric Utility Board
December 12, 2023 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

11.13.2023 S EUB
12.12.2023

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
November 13, 2023
11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 13th of November, 2023, at the LP&L Distribution Center, 402 Municipal Drive, Municipal Hill, Training Room, Lubbock, Texas at 11:00 a.m.

11:01 A.M. CITY COUNCIL CONVENED
LP&L Distribution Center, 402 Municipal Drive, Municipal Hill, Training Room, Lubbock, Texas

Present: 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; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; City Attorney Chad Weaver

Absent: Council Member Dr. Jennifer Wilson

Note: The Electric Utility Board addressed agenda items in the following order:
- *Board Comments; Public Comment 2.1; and Executive Session.*
- *No quorum, of City Council, was present for all other items.*

1. BOARD COMMENTS

The Board will take a moment to recognize any introductions or general announcements not requiring official action.

Board Chair, Gwen Stafford, introduced new board member, Dr. Craig Rhyne.

2. PUBLIC COMMENT

2. 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.

3. 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 12:08 p.m.

3. 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:

3. 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.

3. 1. 1. 1. Discuss and deliberate issues regarding generation unit operating characteristics and outage scheduling.

3. 1. 1. 2. Discuss and the Board will take possible action related to the assessment and disposition of generation assets.

3. 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.

3. 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.

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

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

3. 1. 3. 2. Discuss and the Board will take possible action related to purchased power and energy and fuel management services.

3. 1. 4. Risk management information, contracts, and strategies, including fuel hedging and storage.

3. 1. 4. 1. Discuss and deliberate risk management strategies.

3. 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).

3. 1. 5. 1. Discuss and deliberate plans, studies, proposals, and analysis for system improvements, additions, or sales.

3. 1. 6. Customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

3. 1. 6. 1. Discuss and deliberate customer billing options and related market matters.

3. 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:

3. 2. 1. Legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda.

3. 2. 2. Legal advice and counsel regarding matters identified in Section 3.1-3.1.6.1 of this Agenda.

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

3. 2. 4. Legal advice and counsel regarding contemplated litigation matters.

3. 2. 5. Legal advice and counsel regarding confidential matters pertaining to integration into retail market competition.

3. 2. 6. Legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards.

3. 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").

3. 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.

3. 2. 9. Claims related to alleged property damage on or about February 13-19, 2021.

3. 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.

3. 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.

3. 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).

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.*

4. REGULAR SESSION

4. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting on October 17, 2023 and Special Electric Utility Board Meeting on October 23, 2023.

***This item was deleted.**

4. 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.**

4. 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.**

4. 4. The Board will consider a resolution determining that condition 17 in the Customer Choice Resolution adopted by the Electric Utility Board on February 22, 2022, relating to all of the conditions of Resolution EUB 2022- R0010 having been satisfied or exceeded and establishing a date certain for customer choice to begin has been met.

***This item was deleted.**

4. 5. Discuss possible committee assignments and members' interests in the following committees: (i) Technical Review Committee; (ii) Financial Review Committee; (iii) Human Resources Committee; and (iv) Customer Engagement Committee.

***This item was deleted.**

4. 6. The Board will consider a resolution to approve a participation agreement between City of Lubbock, acting by and through Lubbock Power & Light, and (i) Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Oncor"), CenterPoint Energy Houston Electric, LLC, a Texas limited liability company ("CenterPoint"), Texas-New Mexico Power Company, a Texas corporation ("TNMP"), and AEP Texas Inc., a Delaware corporation ("AEP") (collectively the "TDSPs") to participate in Smart Meter TexasTM in order to provide necessary services and communications between Lubbock Power & Light and the TDSPs for retail competition. The start-up costs for this agreement are $425,000.

***This item was deleted.**

4. 7. Presentation and discussion of the pending Southwest Power Pool remaining load transfer including GIS data on the affected areas, timing, and logistics.

***This item was deleted.**

4. 8. The Board will consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute a License Agreement providing access for Southwestern Public Service Company (SPS) to real property owned by Lubbock Power & Light ("LP&L") for a temporary period. LP&L and SPS will be executing an Agreement for Sale and Purchase of Utility Assets involving an existing LP&L substation and certain facilities owned by both companies following the transition of LP&L's remaining load customers from SPP into ERCOT. This License Agreement will ensure legal access is granted during the transition period.

***This item was deleted.**

4. 9. The Board will consider a resolution authorizing the Chair of the Electric Utility Board to execute severance agreements with certain executive employees.

***This item was deleted.**

5. CONSENT AGENDA

5. 1. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute a Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Altec Industries, Inc., Sourcewell Contract 110421-ALT. This Sourcewell quote for $1,400,706 is for six articulating telescopic aerial devices to be delivered within 12 months after receipt of order. These units will be replacements to LP&L's Fleet as approved in the FY 2023-24 Capital Program budget.

***This item was deleted.**

5. 2. The Board will consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute a Fourth Amendment to Professional Services Agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Labhesh Ganantra, P.E., for engineering services related to power system protection, substation controls and issues related thereto. The amendment changes the rates payable for services performed by Labhesh Ganantra,

P.E. There is no change to the Not-To-Exceed amount of $1,125,000, to the term of the agreement, or to the Scope of the Agreement.

***This item was deleted.**

5. 3. The Board will consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute a Third Amendment to Software Support Services Contract, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Minsait Advanced Control Systems Inc., related to hardware and software support and training. This Amendment extends the term of the agreement from November 30, 2023 to November 30, 2024 and increases the amount payable by $234,935.00 for a total sum to be paid of $1,138,802.

***This item was deleted.**

5. 4. The Board will consider a resolution authorizing the Chief Administrative Officer, or his designee, to execute that certain Fourth Amendment to Professional Services Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Shermco Industries, Inc., for professional consulting services related to communication, protection and commissioning of electric transmission and distribution and substations and associated equipment and infrastructure as directed from time to time by LP&L. This Amendment extends the term of the agreement by one year and increases the Not-To-Exceed amount by $941,668 to $4,991,668.

***This item was deleted.**

5. 5. The Board will consider an amendment to the existing Public Sector Agreement between the City of Lubbock, acting by and through Lubbock Power & Light, and Oracle America, Inc. for Cloud Services US-CSA-CPQ-742584, to amend and split the current Ordering Document into two (2) Ordering Documents as prescribed by Oracle America, Inc. and Lubbock Power & Light. The first Ordering Document is for Cloud Services B88206 - Oracle PaaS and IaaS Universal Credits in the amount of $35,218 for a period of 12 months to be renewed annually, and the second Ordering Document is for Customer Cloud Services, Advanced Meter Solution, Market Transaction Framework, Oracle Field Services, and Customer Cloud Services additional development environments in the total amount of $10,923,314 for period of 5 years ending November 30, 2028.

***This item was deleted.**

12:08 P.M. CITY COUNCIL ADJOURNED

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

The November 13, 2023 Special City Council Meeting minutes were approved by the City Council on the 23rd day of January, 2024.

_____
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
December 12, 2023
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 12th of December, 2023, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.

1:01 P.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; Mark W. McBrayer, Council Member; Dr. Jennifer Wilson, Council Member; W. Jarrett Atkinson, City Manager; Courtney Paz, City Secretary; Chad Weaver, City Attorney

Absent: Steve Massengale, Council Member

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.4-5.6; 5.9-5.10; 5.1-5.3; 5.7-5.8; 5.11-5.38; and 6.1.*

1. Executive Session

The meeting recessed at 1:02 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:12 p.m., and the meeting was called to order at 2:15 p.m.

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

1. 1. 1. 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.

2:12 p.m. - City Council reconvenes in Open Session in City Council Chambers.

2. Ceremonial Items

2. 1. Invocation

Executive Pastor Mark Porter, Live Oak Community Church, led the invocation.

2. 2. Pledges of Allegiance

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

Call to Order

The meeting was called to order at 2:15 p.m.

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

No one appeared to speak.

4. Minutes

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve the October 17, 2023 Special City Council Meeting - Electric Utility Board minutes and the November 14, 2023 Regular City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Steve Massengale (ABSENT)

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

Motion by Council Member Latrelle Joy, seconded by Council Member Christy Martinez-Garcia, to approve items 5.1-5.3; 5.7-5.8; and 5.11-5.38.

Vote: 6 - 0 Motion carried

Other: Council Member Steve Massengale (ABSENT)

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2023-O0151, 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:** Ordinance No. 2023-O0152, 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:** Resolution No. 2023-R0595 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:** Resolution No. 2023-R0590 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.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2023-R0590.

Vote: 5 - 1 Motion carried

NAY: Council Member Latrelle Joy

Other: Council Member Steve Massengale (ABSENT)

5. 5. **Resolution - Business Development:** Resolution No. 2023-R0591 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.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2023-R0591.

Vote: 5 - 1 Motion carried

NAY: Council Member Latrelle Joy
Other: Council Member Steve Massengale (ABSENT)

5. 6. **Resolution - Business Development:** Resolution No. 2023-R0592 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.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2023-R0592.

Vote: 5 - 1 Motion carried

NAY: Council Member Latrelle Joy
Other: Council Member Steve Massengale (ABSENT)

5. 7. **Resolution - Business Development:** Resolution No. 2023-R0596 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:** Resolution No. 2023-R0597 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:** Resolution No. 2023-R0593 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.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2023-R0593.

Vote: 5 - 1 Motion carried

NAY: Council Member Latrelle Joy
Other: Council Member Steve Massengale (ABSENT)

5. 10. **Resolution - Business Development:** Resolution No. 2023-R0594 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.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2023-R0594.

Vote: 5 - 1 Motion carried

NAY: Council Member Latrelle Joy
Other: Council Member Steve Massengale (ABSENT)

5. 11. **Resolution - Business Development:** Resolution No. 2023-R0598 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:** Resolution No. 2023-R0599 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.

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

5. 13. **Resolution - Business Development:** Resolution No. 2023-R0600 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:** Resolution No. 2023-R0601 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:** 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:** 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:** Resolution No. 2023-R0602 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:** Resolution No. 2023-R0603 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:** Resolution No. 2023-R0604 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:** Resolution No. 2023-R0605 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:** Resolution No. 2023-R0606 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:** Resolution No. 2023-R0607 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:** Resolution No. 2023-R0608 authorizing the Mayor to execute Contract 17744, with Rubicon Global, LLC, for master software services to implement smart trash collection operations.

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

5. 24. **Resolution - Facilities Management:** Resolution No. 2023-R0609 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.

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

5. 25. **Resolution - Public Transit Services:** Resolution No. 2023-R0610 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:** Resolution No. 2023-R0611 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:** Resolution No. 2023-R0612 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:** Resolution No. 2023-R0613 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:** Resolution No. 2023-R0614 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:** Resolution No.'s No. 2023-R0615 and 2023-R0616 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:** Resolution No. 2023-R0617 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:** Resolution No. 2023-R0618 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:** Resolution No. 2023-R0619 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:** Resolution No. 2023-R0620 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:** Resolution No. 2023-R0621 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):** 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):** 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):** Ordinance No. 2023-O0150, 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:** Resolution No. 2023-R0622 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.

Joel Ivy, director of electric utilities, gave comments and answered questions from City Council.

Motion by Council Member Mark W. McBrayer, seconded by Council Member Latrelle Joy, to approve Resolution No. 2023-R0622.

Vote: 6 - 0 Motion carried

Other: Council Member Steve Massengale (ABSENT)

2:40 P.M. CITY COUNCIL ADJOURNED

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

The December 12, 2023 Regular City Council Meeting minutes were approved by the City Council on the 23rd day of January, 2024.

_____

TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 12181
Regular City Council Meeting 6. 1.
01/23/2024:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0001, Amendment 6, Amending the FY 2023-24 Budget for municipal purposes respecting the Parks Capital Project Fund; providing for filing; and providing for a savings clause.

Item Summary

On January 9, 2024, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project (CIP) 92624, Pickleball Facility A&E, and appropriate funding in the amount of $200,000, from $367,655 to $567,655. Funding will be from the Parks Capital Fund.

The additional funding will complete the cost of the Pickleball Facility construction project. $1,500,000 in American Rescue Plan Act (ARPA) funding was allocated for the project, but the bid that was given to build all 12 courts at the facility came in at $1,766,000. The additional funding in CIP 92624 will be used to cover the remaining $266,000 that will not be covered by ARPA funding. This funding will also be available to help with any unforeseen change orders that may occur.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 6

ORDINANCE NO. _____

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

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

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

WHEREAS, the City Council deems it advisable to change the FY 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 #6) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92624, Pickleball Facility A&E, and appropriate funding in the amount of $200,000, from $367,655 to $567,655. Funding will be from the Parks Capital Fund.

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

AI# 12184
Regular City Council Meeting 6. 2.
01/23/2024:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0002, Amendment 7, Amending the FY 2023-24 Budget for municipal purposes respecting the Bell Farms Public Improvement District Fund; providing for filing; and providing for a savings clause.

Item Summary

On January 9, 2024, the City Council approved the first reading of the ordinance.

I. Amend the FY 2023-24 Bell Farms Public Improvement District (PID) Budget by increasing the appropriation for Park Maintenance by $75,000, from $185,000 to $260,000. Funding will come from the Bell Farms PID fund balance.

The additional $75,000 will be used for additional, higher than expected, maintenance costs.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #7

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE BELL FARMS PUBLIC IMPROVEMENT DISTRICT 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 #7) for municipal purposes, as follows:

I. Amend the FY 2023-24 Bell Farms Public Improvement District (PID) Budget by increasing the appropriation for Park Maintenance by $75,000, from $185,000 to $260,000. Funding will come from the Bell Farms PID 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.Amend7.ord
December 13, 2023

AI# 12193
Regular City Council Meeting 6. 2. 1.
01/23/2024:

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2024-O0003, amending Ordinance No. 2023-O0097, with regard to the 2023 Service and Assessment Plan for the Bell Farms Public Improvement District, by including additional funding for maintenance costs.

Item Summary

On January 9, 2024, the City Council approved the first reading of the ordinance.

Bell Farms Public Improvement District (PID) recently took ownership of additional parks that will require the PID to maintain them in FY 2023-24. The actual cost of the maintenance for these parks is higher than expected, so it will require an amendment to the Service and Assessment Plan to add additional funding for maintenance. The amendment to the 2023 Service and Assessment Plan for the Bell Farms PID adds $75,000 to the maintenance budget. The additional funding was added as follows:

- Playa Lake Park - additional $50,000
- Basin Park - additional $25,000

Fiscal Impact

The Bell Farms PID has a sufficient fund balance to cover this $75,000 increase.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance and Exhibits

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 2023-O0097 WITH REGARD TO THE 2023 SERVICE AND ASSESSMENT PLAN FOR THE BELL FARMS PUBLIC IMPROVEMENT DISTRICT (PID) BY APPROPRIATING ADDITIONAL FUNDING FOR MAINTENANCE COSTS

WHEREAS, the original expenditures approved by Ordinance 2023-O0097 in the 2023 Service and Assessment Plan for Bell Farms PID did not include sufficient funding for maintenance costs for FY 2023-24; and

WHEREAS, there are adequate revenues in the Bell Farms PID Fund for FY 2023-24 to support this amendment; and

WHEREAS, the City Council desires to amend the 2023 Service and Assessment Plan to appropriate additional funding for maintenance costs from other monies in the PID account; NOW THEREFORE

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

SECTION 1: THAT Ordinance No. 2023-O0097, is hereby amended by replacing Exhibit B, the 2023 Service and Assessment Plan for the Bell Farms PID, with the "Bell Farms Public Improvement District, City of Lubbock, Texas 2023 Amended Service and Assessment Plan" dated January 9, 2024, which is attached to this Amendment as "Attachment 1" and incorporated herein as if fully set forth.

SECTION 2: THAT if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 3: THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

PASSED by the City Council on first reading_____, 2024.

PASSED by the City Council on second reading_____, 2024.

TRAY PAYNE, MAYOR

ATTEST:

Courney Paz, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ATTACHMENT 1

Exhibit B

City of Lubbock, TX

Finance Department

Bell Farms Public Improvement District

2023 Amended Service and Assessment Plan - January 9, 2024

Method of Assessment

* Properties will be assessed based on the City's 2023 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.12/$100 valuation
* All property will be assessed based on the final 2023 "net taxable value".

Service Plan

	Adopted Budget	Adopted Budget	Projected				
TAX YEAR	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**Totals**
Property Values* (Taxable Values)	267,018,867	352,284,009	389,329,689	426,141,283	461,664,109	500,897,391	500,897,391
Discounted Property Values (95%)	240,316,980	334,669,809	369,863,205	404,834,219	438,580,903	475,852,521	475,852,521
FISCAL YEAR REVENUES	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**Totals**
Interest	3,627	11,831	12,914	15,246	18,855	23,728	$ 86,202
Assessment @ $0.12	288,380	401,604	443,836	485,801	526,297	571,023	2,716,941
Total Revenue	**292,007**	**413,435**	**456,750**	**501,047**	**545,152**	**594,751**	**$ 2,803,143**
EXPENSES							
1-Acre Park - 2355 138th Street	31,050	20,000	20,400	20,808	21,224	21,649	$ 135,131
Pocket Park 1 - 14001 Avenue W	6,975	12,500	12,750	13,005	13,265	13,530	72,026
Pocket Park 2 - 2124 135th Street	6,975	12,500	12,750	13,005	13,265	13,530	72,026
Playa Lake Park - 1912 146th St. / 14307 Avenue U	82,500	135,000	137,700	140,454	143,263	146,128	785,045
Basin Park Maintenance- 13525 Sherman Avenue	-	49,000	49,980	50,980	51,999	53,039	254,998
Walking Trail - Avenue U	-	15,000	15,300	15,606	15,918	16,236	78,061
Entry Sign - Loop 88 & Avenue U	5,000	5,000	5,100	5,202	5,306	5,412	31,020
Entry Sign - University Ave & 138th St	-	5,000	5,100	5,202	5,306	5,412	26,020
Public Fencing	5,000	6,000	6,120	6,242	6,367	6,495	36,224
Repairs	15,000	30,000	30,600	31,212	31,836	32,473	171,121
Public Improvement Projects	25,000	25,000	25,500	26,010	26,530	27,061	155,101
Park Equipment Maintenance	15,000	15,000	15,300	15,606	15,918	16,236	93,061
Electric Cost	10,000	15,000	15,300	15,606	15,918	16,236	88,061
Water Cost	10,000	12,000	12,240	12,485	12,734	12,989	72,448
Administrative Cost	14,821	15,335	15,642	15,955	16,274	16,599	94,625
Annual Operation Cost	6,457	10,153	10,356	10,563	10,774	10,990	59,294
Total Expenditures	**233,778**	**382,488**	**390,138**	**397,941**	**405,899**	**414,017**	**$ 2,224,261**
Cash Reserves	**$ 338,036**	**368,983**	**435,596**	**538,702**	**677,955**	**858,689**	**$ 858,689**

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

Assessment Information for $100,000 home = $120

AI# 12222
Regular City Council Meeting
01/23/2024:

6. 2. 2.

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Contract 17715, with West Texas Services, Inc., dba Tom's Tree Place, for annual maintenance for the Bell Farms Public Improvement District (PID) Playa Lake Park, Basin Park, and right-of-way fence sections.

Item Summary

Staff issued a Request for Proposals (RFP) for annual maintenance services for the Playa Lake Park, Basin Park, and sections of right-of-way fencing in the Bell Farms PID.

In response to RFP 23-17715-KM, three proposals were received. Proposals were evaluated using the following criteria: Project Approach (20 points), Experience and Qualifications (50 points), and Price (30 points). The maximum point value was 100 points. After the proposals were evaluated, the following rankings were obtained:

Vendor	Points
Tom's Tree Place, Lubbock, Texas	74.80
Turf Raider Lawn & Landscape, Lubbock, Texas	41.67
Summit SVCS, Inc., Lubbock, Texas	32.66

Staff recommends awarding to West Texas Services, Inc. dba Tom's Tree Place, and the Bell Farms PID Advisory Board approved this amount at a Special Board Meeting on December 8, 2023. The contract is for a term of one year, with an optional four one-year renewals, and is for an amount not to exceed $222,950.

Fiscal Impact

Contract 17715 for up to $222,950 is funded through the Bell Farms PID's annual Service and Assessment Plan, as approved by the City Council.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Bell Farms Public Improvement District Advisory Board

Attachments

Resolution
Contract
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 17715 for annual maintenance for Bell Farms PID playa lake and right-of-way fence sections as per RFP 24-17715-KM, by and between the City of Lubbock and West Texas Services, Inc. dba Tom's Tree Place, 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:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.ServiceContract 17715 Bell Farms PID Tom's Tree Place
12.27.23

Contract 17715

City of Lubbock
Annual Maintenance for Bell Farms PID Playa Lake Park and Row Fence Sections

Agreement

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2024** ("Effective Date") by and between West Texas Services, Inc. dba Tom's Tree Place **(**the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 24-17715-KM, Annual Maintenance for Bell Farms PID Playa Lake Park and Row Fence Sections and

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Annual Maintenance for Bell Farms PID Playa Lake Park and Row Fence Sections, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
4. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B and Exhibit C attached hereto.

Article 1

1.1 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated

between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

2.10 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.

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract insurance requirements document, this provision shall control.

2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 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.

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:

_____
Brianna Brown, Director of Business Development

APPROVED AS TO FORM

_____
Kelli Leisure, Senior Assistant City Attorney

CONTRACTOR

BY: _____
Authorized Representative

Alex Scarborough
Print Name

5104 34th Street
Address

Lubbock, TX 79410
City, State, Zip Code

City of Lubbock, TX

RFP 24-17715-KM
Annual Maintenance for Bell Farms PID Playa Lake Park and Row Fence Sections

GENERAL REQUIREMENTS

1. DEFINITIONS

1.1 **Agent** – An employee of the City of Lubbock, who is appointed by the City to monitor the work and actions of the Contractor.

1.2 **City** – The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.

1.3 **City Council** – City Council of the City of Lubbock, Texas.

1.4 **Contract** – The contract consists of the following: Notice to bidders; General Provisions; Specifications; Plans; Addenda; Bid; Agreement; Insurance; Encumbrance; Notice to Proceed; and Change Orders. These form the agreement whereby the Contractor shall furnish all labor, equipment, tools, materials, and perform all work necessary to satisfactorily accomplish the proposed plan, sponsored by the City.

1.5 **Contract Time** – The number of allowable days to complete the contract.

1.6 **Contractor** – The individual, firm, partnership, joint venture, or corporation contracting with the City to perform work.

1.7 **Cycle** – The period in which each service is completed once.

1.8 **Director of Business Development** – The individual who shall act on the City's behalf and appoint an Agent to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery.

1.9 **Excluded Damage** – Damage caused by vandalism, pedestrians, vehicles, animals (except insects and/or rodents), or other unusual factors. It does not include damage caused by the Contractor's actions, lack of reasonable care, pest damage (such as insects), diseases or plant loss due to lack of water caused by an irrigation system programming error, irrigation system breakage or irrigation malfunction.

1.10 **Existing Conditions, Examination of Site –** Within fifteen (15) days from the date of Award of Contract, the Contractor shall make a thorough examination of the current conditions at the site. As part of the examination, the Contractor shall create an inventory list of the name and quantity of each plant in each planter and confirm the existing quantities in each planter meet or exceed those shown on any previous plant inventories. The Contractor shall make a list of all landscape items at the site that he/she believes are broken, missing, not healthy or otherwise not in compliance with these specifications. A copy of this list, along with an additional itemized quote for correcting each item, shall be given to the Agent. Upon confirmation of each item, the Agent will either give the Contractor written authorization to make the correction or a written release from responsibility for the item.

1.11 **Extra Work** – Work over and above that called for in the contract.

1.12 **Mayor** – The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract on behalf of the City.

1.13 **Notice to Proceed** – Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with work as stated in the contract.

1.14 **Review Committee** – A committee chosen by the City of Lubbock, to analyze and recommend to City Council the best Contractor(s) to perform the tasks governed by the contract.

1.15 **Specifications** – The directions, provisions, and requirements pertaining to the method and manner of performing the work or to the quality of the materials and equipment to be furnished under the contract.

1.16 **Subcontractor** – Any individual, firm, partnership, or corporation licensed or otherwise authorized by law to do business in Texas, to whom the Contractor, with written consent of the City, sublets a part of the work.

1.17 **Surety** – The corporation, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.

1.18 **Unit Price** – Payment to the Contractor based on a unit or portion of the work performed.

1.19 **Work** – All work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract. All work will be in the public right-of-way per attached exhibit.

2. TERMS AND CONDITIONS

2.1 **Work**: It is the intent for the Contractor to provide for completion in every detail the work described herein. The Contractor shall provide all labor, tools, transportation, materials, and equipment necessary to complete the work in accordance with specifications provided and terms of the contract. **The attached "Bell Farms Asset Map" indicates the Playa Lake Park, Basin Park, and fencing sections of right-of-way areas for the landscape to be maintained. Bidders are to provide unit pricing that will be applied to landscaped areas completed and accepted for maintenance. Unit pricing should be separated out by area (Playa Lake Park, Basin Park, and ROW Sections). The City of Lubbock reserves the right to add or remove areas of work to the contact at any time. All changes shall be in writing.**

2.2 **Specification Change**: During the term of the Contract, the City may change maintenance frequencies, thereby increasing or decreasing maintenance frequencies. Unit pricing will be used to determine cost adjustments. All changes shall be in writing.

2.3 **Changed Condition**: If the Contractor finds latent conditions which differ from those outlined in the contract or specifications which differ from customary work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Director of Business Development or their Agent. The Contractor shall afford the City the opportunity to inspect the same. After inspection by the City, the Contractor shall

not delay work pending a decision to be made by the City regarding the claim. Failure of the Contractor to give prompt written notice and afford the City the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of the alleged condition.

If the Director of Business Development or the Agent determine that the Contractor is entitled to extra compensation by reason of increased expense to the Contractor and caused by the condition, and find that the condition requires work not covered in the contract, a change order may be executed for additional compensation which shall be agreed upon by all parties involved and approved by the Director of Business Development or their Agent. Additional time may be granted if the City deems additional time is necessary to accomplish the job. No change order or combination of change orders shall exceed twenty-five percent (25%) of the total contract.

2.4 **Clean-up**: As specified in Exhibit B, all work shall be cleaned up and waste materials removed from the site. No equipment shall be left at maintenance sites and all material removed from the job shall be at the Contractor's expense. If materials or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have forty-eight (48) hours to remove the material in question. If the material in question is not removed in the forty-eight (48) hour period, the City shall remove the material and the Contractor shall be charged for the expense. Payment to the City for said expenses shall be deducted from the Contractor's payment. If such conditions continue, the contract may be terminated due to breach of contract.

2.5 **Preservation and Restoration of Property**: The Contractor is responsible for the preservation of all City owned and adjacent property owner lands of which the Contractor may come into contact with. The Contractor shall use every precaution necessary to prevent damage to trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Director of Business Development or their Agent as soon as possible but not exceeding twenty-four (24) hours from the time damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at their own expense. Time required to repair damaged property shall be expedient and to the approval of the Director of Business Development or their Agent. If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours notice from the Director of Business Development or their Agent, proceed to repair the damage. The Contractor shall be held financially responsible for the repair work and the cost shall be deducted from the Contractor's payment.

2.6 **Equipment**: The Contractor shall provide everything necessary to fulfill the requirements of this contract. All equipment shall meet all applicable federal, state and local laws and regulations. Contractors' equipment is subject to inspection and approval of the Director of Business Development or their Agent. All manufacturers' safety features must be operational, in good repair and in proper positions during operation. All equipment shall be professional grounds maintenance quality and in good condition throughout the course of the contract. If the Director of Business Development or their Agent deems the equipment faulty or if the equipment is damaging the turf or other surfacing materials in any way, the Contractor shall remove the equipment from the premises. The Contractor shall not impede other grounds maintenance operations during the course of those maintenance operations.

2.7 **Service Boundaries**: The service area may be bounded by hard surfacing materials, sidewalks, or non-curbed turf areas. The Contractor shall be responsible for all areas defined by turf or hard surfacing. However, the Contractor is not responsible for edging of un-curbed turf. Although the mowing Contractors are required to operate mowing equipment in a manner that directs the clippings away from plant beds, the nature of mowing equipment will at times allow some clipping debris to drop into planting areas.

2.8 **Termination of Contract**: This contract shall remain in effect until the expiration date for performance of services ordered. Termination of either party requires a thirty (30) day written notice prior to any cancellation. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next best bidder as it deems to be in the best interest of the City.

3.0 CONTROL OF WORK

3.1 **Authority of the Director of Business Development**: It is understood by all parties that the work is to be done to the satisfaction of the Director of Business Development or their authorized Agent(s). The Director of Business Development or their Agent shall interpret all specifications and shall determine the acceptability of all work. The Director of Business Development or their Agent shall decide the classification, quality, amount of all work done under the contract, shall be the sole administrator of payments, and his or her decision shall be final, conclusive and binding on all parties.

3.2 **Authority of the Agent**: The Director of Business Development may appoint an Agent or Agents to serve as an inspector. The Agent(s) shall be allowed to inspect all work at any time. The Agent shall not be allowed to alter, revise, add, or delete anything from the contract or specifications. An Agent's duties shall include keeping the Director of Business Development notified as to the progress of the job and the procedures involved in completing the job. The Agent shall call to the attention of the Director of Business Development and the Contractor any deviation of contract or specifications, but failure of the Agent or of the Director of Business Development to call to the attention of the Contractor any deviation of the contract or specifications shall not constitute acceptance of said work. The Agent shall have the authority to suspend any work pending a decision by the Director of Business Development.

3.3 **Extra Work**: Extra work being done by the Contractor without authorization through change orders, or work which is not shown on the contract or specifications, shall be considered as unauthorized work; and if performed shall be at the risk of the Contractor. The Director of Business Development reserves all rights to refuse payment for such work.

3.4 **Unauthorized Work**: All work and/or materials which do not conform to the contract and specifications, and work done contrary to written instructions of the Agent or Director of Business Development shall be done at the expense of the Contractor. The Contractor may be ordered to remove or remedy such work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.

3.5 **Final Inspection**: Final inspection of the site shall take place by the Director of Business Development or their appointed Agent as soon as possible after the completion of the project. If the project is completed in cycles, the project shall be inspected after each cycle by the Agent. The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective work, the

Director of Business Development or their Agent may require the work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

3.6 **Laws and Regulations**: The Contractor and any Subcontractor(s) shall at all times comply with all local, county, state and federal laws. The Contractor and any Subcontractor shall abide by all Labor Laws observed by the State of Texas. The Contractor shall comply with all federal, state and local Environmental Protection Laws, and regulations. The Contractor shall comply with all applicable federal, state and local laws and regulations regarding pollution of rivers, lakes, streams and other waters. The Contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner that prevents them from entering surface or ground waters. Upon receipt of notice of noncompliance of environmental protection provisions, the Contractor shall take immediate corrective action at the Contractor's expense. If the Contractor fails or refuses to immediately take corrective action, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

3.6.1 Prior to any application of chemicals, the Contractor shall request, in writing, approval from the Director of Business Development or his Agent. The request shall include the target pest and the type of chemical(s) to be used. If permission is granted, all applications shall be performed through a Licensed Applicator, licensed by the Texas Structural Pest Control Board and/or the Texas Department of Agriculture. Upon completion of the operation, the Contractor shall provide to the Director of Business Development or their Agent, a copy of the Pesticide Application Documentation that the Contractor records pursuant to the requirements of the Structural Pest Control Board.

3.7 **Advertising**: Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative or the federal, state or local government.

3.8 **Citizen Contact**: The Contractor is granted the privilege of doing work on PID property, but does not have exclusive use of the property and must respect the activities of patrons while doing work on PID property. The Contractor shall take all precautions necessary to insure that adjacent property owners are not disturbed.

3.9 **Identification and Character**: Contractor's vehicles shall be marked with the Contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Director of Business Development. All employees of the Contractor shall have a name badge for identification, either clip on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than City employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on City property.

3.9.1 The Contractor shall prohibit the use of intoxicating substances by its drivers and crewmembers while on duty or in the course of performing their duties under this Contract.

3.9.2 Employees driving the Contractor's vehicles shall at all times possess and carry a valid State of Texas Driver's License appropriate for the weight and

type of vehicle being driven. Contractors are specifically required to ensure that a Texas Commercial Driver's License is obtained where applicable for the type(s) of vehicles in use.

3.9.3 The Contractor's employees, officers, Agents and Subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of the City of Lubbock.

3.10 **Safety**: The Contractor is responsible for maintaining a safety program that insures compliance with all current requirements of the Federal Occupational Safety and Health Act of 1970. The Contractor is responsible for safety on the project site and the City shall take no action to interfere with the Contractor's safety program. Failure to maintain compliance with this act shall be grounds for termination of the contract.

4. INDEMNITY INSURANCE

4.1 Contractor shall indemnify, hold harmless, and defend the City of Lubbock, its officers and employees from and against any and all liability or alleged liability without fault and liability by virtue of the obligations that the City of Lubbock assumes toward its indemnity(s) insofar as applicable to this Contract or the work to be performed hereunder and including cost of suit, attorneys' fees, and all other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this Contract or the work to be performed hereunder, including such injury or harm as may be caused in part by any neglect, act, or omission of the City, its officers and employees, excepting only such injury or harm as may be caused solely by an act or omission of the City, its officers and employees. Notwithstanding the foregoing, the Contractor specifically agrees to so indemnify, hold harmless, and defend the City from and against any and all such liability, suits, action, legal proceedings, claims, or demands that may be made or pursued by an employee of Contractor, or of any Subcontractor, or materialsman, or anyone acting on behalf of Contractor in connection with or incidental to this Contract which are alleged to be attributable to any condition of or upon the City's property facilities, materials, or equipment, including where such condition and resulting injury or harm is caused in part by any negligent act or omission of City, its officers and employee, but excepting only such injury or harm as may be caused solely by an act or omission of City, its officers and employees. Contractor agrees to waive any and all claims and suits covered by this indemnity agreement and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstance against City, its officers and employees.

4.2 The Contractor shall secure and maintain insurance for the duration of the contract. Proof of the Contractor's liability insurance shall be provided prior to receipt of a signed contract. The following insurance is required:

Commercial General Liability Requirements: $1M occurrence / $2M aggregate *Can be combined with an Excess Liability to meet requirement. 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

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

Pollution Liability Requirements: $500K occurrence / $1M aggregate

4.3 All policies or certificates shall also contain the following endorsements:

4.3.1 Additional named insured wording which includes the Contractor, Subcontractors, and the City of Lubbock with respect to general liability and automobile liability.

4.3.2 All liability policies shall contain cross liability and severability of interest clauses.

4.3.3 A waiver of subrogation in favor of the City of Lubbock for all types of insurance coverages.

4.3.4 The policy shall be endorsed to require the insured to immediately notify the City of Lubbock of any changes in the insurance coverage.

4.4 All insurance shall be purchased from an insurance company that meets the following requirements.

4.4.1 A Best financial grading of A:VII or better

4.4.2 Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

4.5 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized Agent and shall contain provisions representing and warranting the following:

4.5.1 The company is licensed and admitted to do business in the State of Texas.

4.5.2 The company's forms have been approved by the Texas State Board of Insurance.

4.5.3 Sets forth all endorsements as required above.

4.6 The City of Lubbock shall receive at least sixty (60) calendar days notice prior to cancellation or termination of insurance.

4.7 The Contractor shall understand and agree that they are an independent Contractor and that they are not an employee of the City, and that the City will not provide Worker's Compensation, health or accident insurance, general liability insurance, or any other form of insurance coverage of any kind which would cover the Contractor or their employees, if any, in and under the terms of the Bid.

5. CONTRACT TERM

5.1 The term of the contract shall be until April 12, 2026, unless terminated or extended in accordance with the provisions of this contract.

6. PROSECUTION AND PROGRESS OF WORK

6.1 **Notice to Proceed**: Notice to proceed shall be mailed to the Contractor by certified letter. The Contractor shall have ten (10) working days from the day he receives the letter to actively proceed with the work.

6.2 **Contract Time**: All work is schedule driven, therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 6:00 p.m.

6.3 **Weekends, Holidays and Nights**: Work on weekends, holidays, and nights shall be at the discretion of the Contractor.

6.4 **Weather**: Weather will affect the progress of grounds maintenance at times and the Contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Agent at the beginning of the next workday. It is the Contractor's responsibility to provide quality workmanship. If weather conditions prevent such quality, the Contractor shall suspend work and resume work as soon as weather allows. If the Agent or Director of Business Development finds that weather conditions are inappropriate for maintaining high quality work, they may notify the Contractor and suspend work. The suspension of work by the Agent or Director of Business Development shall not in any way allow the Contractor to find grounds for adjustments in contract time or provide for extra compensation.

6.5 **Character of Work**: All workers, supervisors, managers, and Subcontractor(s) employed by the Contractor shall be competent and careful workers skilled in their respective trades. The Director of Business Development or their Agent may remove from the work site any person employed by the Contractor who does not represent the City in a professional manner or does not follow the instructions given to him. If any person misconducts themselves, is incompetent, or negligent in the performance of their duties, they may be removed from the work site and shall not return until the Contractor receives written consent from the City's Representative. Should the Contractor continue to employ such individual to continue work under this contract, the City reserves the right to withhold payment and/or nullify the contract.

6.6 **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 Business Development or his Agent. The City's permission to sublet any contract shall not be construed as making the City a party of such subcontract. No Subcontractor shall release the Contractor of its surety or its liability and obligation to fulfill all transactions made under the contract. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all Insurance requirements contained in paragraphs, 4.0-4.7, Indemnity Insurance.

6.7 **Payment**: The Contractor shall receive compensation for services provided for in the contract on a monthly basis. Upon the end of each month, during the contract period, the Contractor shall submit an invoice to the Business Development Director for the monthly cost of maintenance. Any Extra Work shall be shown on the same monthly invoice and identified as "Extra Work." Extra Work billing should designate hourly labor cost, parts/materials costs and a description of the

work performed. Payment shall be determined by the form included in this package as Bid Table and approved by the Business Development Director.

EXHIBIT B
II SPECIFICATIONS

1.0 Turf Maintenance Standards

1.1 General: Successful Contractors shall have ten (10) days from receipt of the Notice to Proceed to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Director of Business Development or their Agent. The Contractor shall be notified of the City's decision by letter.

1.1.1 The areas to be serviced for each site include all turf areas in the right-of-way per the attached map. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color bed.

1.1.2 Contractor shall provide a maintenance schedule to the Director of Business Development or their Agent within fifteen (15) days from the date of Award of Contract and will notify the Director of Business Development or their Agent of any changes in the schedule prior to the schedule change.

1.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Agent(s) or Director of Business Development. Mowing frequency shall be determined by turf growth and occur up to once per calendar week, evenly spaced. Mowing costs are to be determined at a rate of twenty-nine (29) cycles per calendar year. Any cycles more than twenty-nine (29) shall be billed as Extra Work. Litter shall be picked up before any mowing occurs. Turf shall be cut at a height of two (2) inches; unless otherwise directed by the Director of Business Development or their Agent, clippings shall be bagged or recycled and all hardscapes shall be cleaned after each service. Mowing equipment shall be a reel mower or rotary/recycler. If and when the Contractor wants to raise the height above two inches they must first receive written approval from the Director of Business Development or their Agent. All equipment must be of appropriate size for each site and approved by the Director of Business Development or their Agent. Grass clippings cannot be blown into City Streets.

1.3 Edging: All sidewalks and curbs shall be edged to a depth of one inch which shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging. Chemical edging is not permitted.

1.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, signs, fences, and any other plants or structures. All hard surfaces, sidewalks, streets, parking areas and street medians must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed. The Contractor is responsible for protecting all trees and shrubs from string trimmer damage.

1.5 Chemical Application: Contractor shall be responsible for applying sufficient fertilizer and pre-emergent/pesticide to promote a green, healthy turf. The Contractor shall apply chemicals as follows:

1st Application (Pre-emergence/pesticide):	March
2nd Application (Fertilizer):	April
3rd Application (Fertilizer):	May
4th Application (Pre-emergence/pesticide):	August
5th Application (Fertilizer):	September

If needed, the chemical to be used shall be discussed with the Director of Business Development or their Agent and not applied until receipt of written approval. Without exception, the individual applying the pesticide shall be licensed by the Structural Pest Control Board, or any other applicable agency, for the specific category involved. The applicator shall also be required to follow manufacturer's recommendations for product usage and all applicable state and federal laws concerning pesticide applications, rinsate disposal and container disposal.

2.0 Tree Maintenance Standards

2.1 Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

2.2 Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. Pruning of this type is a minor, non-reimbursable cost to be included as part of the regular maintenance. Prune in accordance with generally accepted standards for proper pruning.

2.3 Contractor shall discard all tree trimmings off-site using a legal method, and shall not place the debris in curbside receptacles or residential dumpsters.

2.4 Any tree found to be dead or missing shall be replaced with plant material of identical species at the Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as extra work. Submit a quote for replacement within two weeks of the loss. Unless otherwise instructed by the Director of Business Development or their Agent, replacement trees shall equal the value of the tree size that died based upon the total caliper inch of that tree. (No more than $110 per caliper inch.)

2.5 Replacement trees shall be approved for size and appearance by the Director Business Development or their Agent prior to planting.

2.6 The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

3.0 Irrigation Standards

3.1. **Water Application & Scheduling**:

3.3.1 It is the Contractor's responsibility to make sure that plants receive adequate water regardless of weather conditions.

3.1.1.1. It is the responsibility of the Contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the Contractor.

3.1.1.2. Irrigation shall be made by the use of the permanent irrigation systems. Failure of the irrigation system to provide full and proper coverage shall not relieve the landscape maintenance Contractor of the responsibility to provide adequate irrigation. It is the Contractor's responsibility to make sure that the irrigation system is maintained and operates properly.

3.1.2 The Contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The Contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the Director of Business Development or their Agent in writing. If the Contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the Contractor shall be responsible for all damages resulting from the broken irrigation system component.

3.1.3 Adjust watering times each week. Do not overwater plantings. Use multiple-start times and short run times to prevent run-off. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.

3.1.4 When breakdowns or malfunctions exist, the Contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and need to be billed as additional work (see items that qualify for extra work as outlined below), the Contractor shall contact the Agent for authorization of work. Do not wait for approval to begin hand watering if it is required to save the plantings.

3.2 Irrigation System Scheduled Maintenance:

3.2.1 Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.

3.2.2 The landscape maintenance Contractor shall maintain the irrigation system, including cleaning of filter screens and flushing pipes as needed, as part of this contract.

3.2.3 Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.

3.2.4 Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The Contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

3.3 Irrigation System Repair:

3.3.1 The Contractor shall replace or repair, at the Contractor's expense, any irrigation components damaged by the contractor. Repairs shall be made within one week of the day the damage occurred. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the owner's authorized representative.

3.3.2 All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If

a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.

3.3.3 The Contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The Contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.

3.3.4 Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

3.3.5 The Contractor shall inspect and test all components and zones in the irrigation system monthly and shall reset zone times according to seasonal evapotranspiration changes. Minor adjustments and repairs such as head-emitter cleaning or replacement, filter cleaning, small leaks and minor timer adjustments shall be made by the Contractor. During weekly maintenance, the Contractor will note and report to client any symptoms of inadequate or excessive irrigation, draining problems, etc.

3.3.6 Repairs of irrigation system beyond the above scope will be charged as Extra Work at an hourly rate per person plus parts. Contractor shall bill the City for parts according to the current Manufacturer’s List Price or a discount thereof. The Contractor will notify the Director of Business Development or their Agent of the nature of the problem and request permission to execute repairs before the work has begun.

4.0 Landscape and Graveled Area Maintenance Standards

4.1. Plants and shrubs shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

4.2. Prune plants and shrubs to remove damaged, diseased, or dead stems or foliage and to promote uniform growth patterns. Unless otherwise specified, they shall not be pruned into ball or box shapes. Plantings should be pruned as required to keep them within the bed area or to control their vertical ascent.

4.3. Contractor shall be responsible for applying sufficient fertilizer to promote a healthy, green turf. Contractor shall insure that fertilizer residue is removed from foliage and shall apply sufficient water to incorporate the fertilizer into the soil.

4.4. Contractor shall be responsible for insuring that plant health and appearance is maintained by applying corrective insecticides, fungicides or other pesticides as required to control pest populations. The pesticide application standards previously set forth in item 1.5 shall be adhered to.

4.5. Contractor shall be responsible for the disposal of all debris removed from beds and shall not place the debris in curbside receptacles or residential dumpsters.

4.6. Contractor shall be responsible for the disposal of all debris and removal of weeds from the graveled areas of the parks and shall not place the debris in curbside receptacles or residential dumpsters. Graveled areas shall be raked as needed.

4.7. Contractor is responsible for installing mulch in playground fall zone area three times per year. City of Lubbock will provide the mulch.

5.0 Right-of-Way (ROW) Maintenance Standards

5.1. Contractor shall be responsible for weed shredding, mowing, and maintaining the ROW in accordance with local Code Enforcement Ordinances, the ROW areas in and around Fence lines A and B in the attached map.

5.2. Contractor shall be responsible for the disposal of all debris removed and shall not place the debris in curbside receptacles or residential dumpsters.

6.0 Water Wells and Pump Chamber Maintenance

6.1. Contractor shall maintain water wells to ensure they are in good working order and keep the pump chambers clean and orderly.

7.0 Backflow Assembly Maintenance and Testing

7.1. Contractor shall maintain and inspect all irrigation and water well backflow assemblies annually to ensure good working condition

7.2. Contractor shall test all irrigation and water well backflow assemblies every one or three years in accordance with City of Lubbock's Ordinance Sec. 28.10.053, in compliance with the Federal and State regulations regarding cross-connection and backflow prevention.

8.0 Trash Receptacles and Pet Waste Stations Maintenance

8.1. Contractor will be responsible for emptying all litter receptacles. The Contractor will provide trash receptacle liners to be placed in each receptacle after removal of litter and debris. Contractor shall be responsible for the disposal of litter and debris. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by placement in dumpsters belonging to the Contractor. No litter or debris shall be disposed of in residential dumpsters, curbside trash receptacles or those belonging to Commercial Businesses.

8.2. Contractor will be responsible for replacing the bags in the pet waste stations as needed to ensure each station holds the maximum amount of bags each week.

8.3. All receptacles shall be emptied twice per week. Agent could request additional frequencies for receptacle maintenance. Additional maintenance beyond the twice per week schedule shall be deemed as Extra Work.

9.0 Benches, Hardscape, Entrance Sign, and Concrete Maintenance

9.1. Contractor will be responsible for removing any litter or debris from around or inside the hard surface areas and hard surfaces shall be swept twice per week. Additional maintenance beyond the twice per week schedule shall be deemed as Extra Work.

9.2. Any litter or debris shall be removed from benches each twice per week.

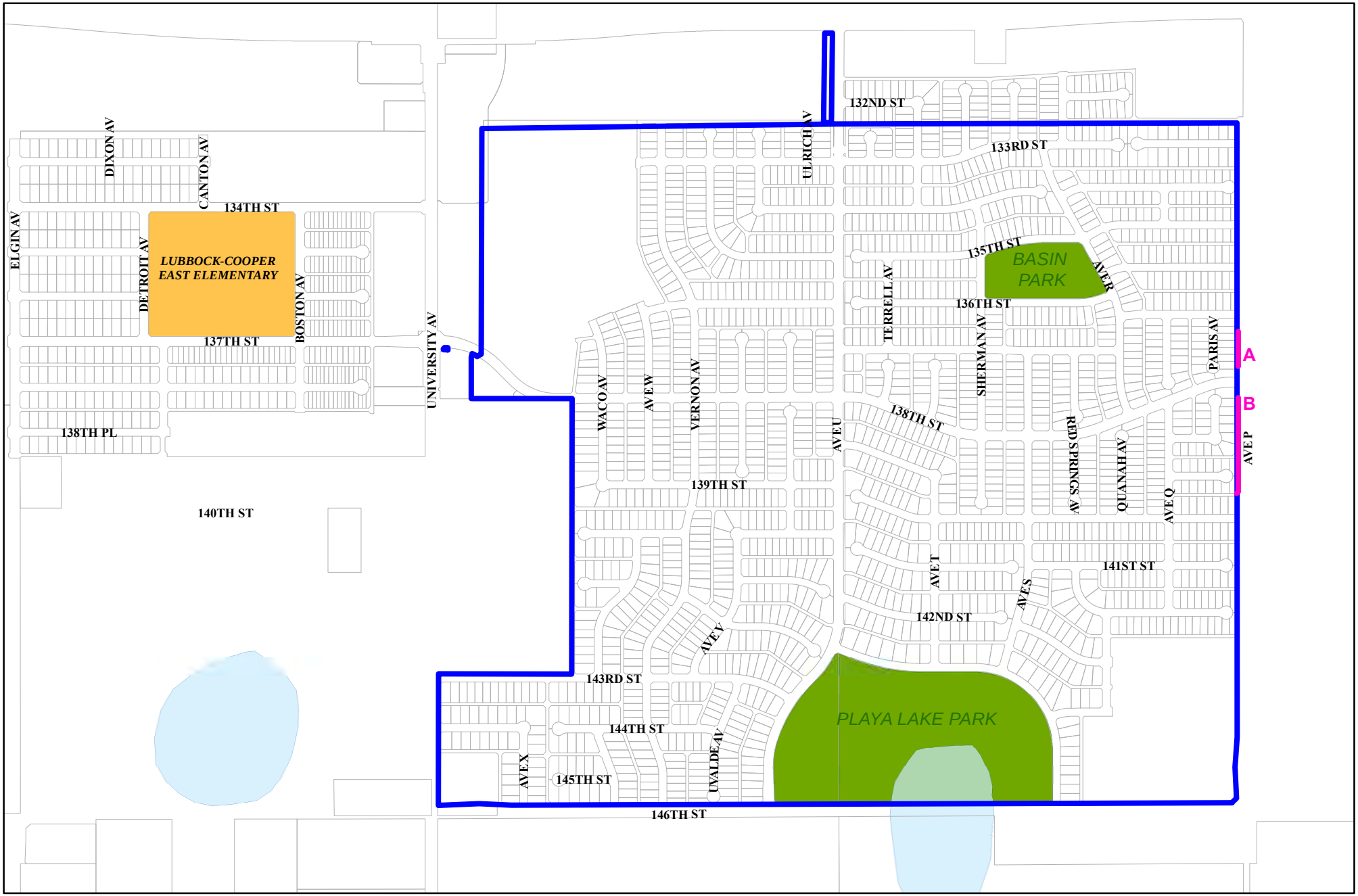
9.3. Contract will be responsible for removing any litter, debris, or graffiti from around or on the Loop 88 Entrance Sign. Additional maintenance shall be deemed as Extra Work.

9.4. Any damage or disrepair to the benches, hardscape, or concrete should be reported to the Agent as soon as possible by the Contractor.

10.0 Lighting Maintenance

10.1. Contractor will be responsible for maintaining all lighting including, but not limited to, pedestrian and string lights. Additional maintenance beyond replacing light bulbs and weekly inspection for damage shall be deemed as Extra Work.

Bell Farms Maintenance Contract 17216



City of Lubbock TEXAS

Fence
Schools
Public Improvement District
Parks
Parcels

A - Ave P North Fence Line
B - Ave P Central Fence Line

N

0 400 800 1,200 1,600 Feet

Council District 4

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.

Exhibit B

tomstreeplace.com

December 18, 2023

Kiara Morgan, Buyer IV
City of Lubbock
Purchasing and Contract Management
P O Box 2000
Lubbock, Texas 79457

RE: Best and Final Offer for RFP 17715-KM

VIA: Email

Kiara,

Attached is our Best and Final Offer for RFP 24-17715-KM **Annual Maintenance for Bell Farms PID Playa lake Park and ROW Fence Sections.**

If you have any questions please feel free to contact me or Cole Jones his email is: ColeJ@tomstreeplace.com.

Sincerely,

Alex Scarborough
President
Tom's Tree Place

City of Lubbock, TX
RFP 24-17715-KM
Annual Maintenance for Bell Farms PID Playa Lake Park and Row Fence Sections
BAFO

				Location Total	Tom's Tree Place Lubbock, TX $222,950.00
#	Items	Quantity Required (+/-)	UOM	Unit Price	Total Cost
1 - Turf Maintenance as per Section 1.0					
#1-1	Mowing/Edging/Trimming	29	Cycles	$3,750.00	$108,750.00
#1-2	Pre-Emergent/Pesticides	2	Biannually	$3,500.00	$7,000.00
#1-3	Fertilizer Cost	3	Triannully	$4,500.00	$13,500.00
2 - Tree Maintenance as per Section 2.0					
#2-1	Cost of Tree Maintenance	12	Monthly	$1,000.00	$12,000.00
3 - Irrigation Maintenance as per Section 3.0					
#3-1	Irrigation Maintenance	12	Monthly	$750.00	$9,000.00
#3-2	Materials Cost, Percent Discount from Manufacturer's List Price		%	0%	
4 - Landscape and Graveled Area Maintenance as per Section 4.0					
#4-1	Maintenance Cost	12	Monthly	$1,000.00	$12,000.00
#4-2	Playground Mulch Installation	3	Triannually	$600.00	$1,800.00
5 - Right-of-Way Maintenance Standards as per Section 5.0					
#5-1	Maintenance Cost of ROW Maintenance	29	Cycles	$1,500.00	$43,500.00
6 - Well Water and Pump Chamber Maintenance as per Section 6.0					
#6-1	Cost per Inspection	12	Monthly	$150.00	$1,800.00
7 - Backflow Assembly Maintenance and Testing per Section 7.0					
#7-1	Cost per Assembly Test	2	EA	$150.00	$300.00
#7-2	Cost for Device Miantenance	2	Annually	$150.00	$300.00
8 - Trash Receptacles and Pet Waste Stations Maintenance as per Section 8.0					
#8-1	Recepticals - Rate per Week for Emptying 8 Trash Cans Twice per Week	52	Weekly	$250.00	$13,000.00

INSURANCE REQUIREMENTS

Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

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.

Pollution Liability Requirements: $500K occurrence / $1M aggregate

* 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
1314Avenue K, 9th Floor
Lubbock, Texas 79401

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.

Purchasing and Contract Management

Project Summary

RFP 24-17715-KM
Annual Maintenance for Bell Farms PID Playa Lake Park, Basin Park and Right-of-Way Fence Sections

Notice was published in the Lubbock Avalanche Journal on November 8 & November 15, 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 November 7 to December 1, 2023.
27 vendors downloaded the documents using Bonfire.com.
42 vendors were notified separately.
3 vendors submitted proposals.

AI# 12203
Regular City Council Meeting 6. 3.
01/23/2024:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0004, Amendment 9, amending the FY 2023-24 Budget for municipal purposes respecting the North & East Lubbock Neighborhood & Infrastructure Fund; providing for filing; and providing for a savings clause.

Item Summary

On January 9, 2024, the City Council approved the first reading of the ordinance.

I. Amend the North & East Lubbock Neighborhood & Infrastructure Fund by increasing the appropriation by $940,000, from $331,200 to $1,271,200. Funding will be from Excess Reserves.

The increased appropriation of $940,000 from Excess Reserves of the North & East Lubbock Neighborhood & Infrastructure Fund, will be used for the demolition of substandard structures located on East 29th Street.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 9

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE NORTH & EAST LUBBOCK NEIGHBORHOOD & INFRASTRUCTURE 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 #9) for municipal purposes, as follows:

I. Amend the North & East Lubbock Neighborhood & Infrastructure Fund by increasing the appropriation $940,000, from $331,200 to $1,271,200. Funding will be from Excess Reserves.

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.Amend9.ord
December 19, 2023

Information

Agenda Item

Resolution - Finance: Consider a resolution approving the Central Business District Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2022, through September 30, 2023, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Central Business District Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

Item Summary

The City Council created the Central Business District Tax Increment Financing (TIF) Reinvestment Zone and appointed the Central Business District TIF Reinvestment Zone Board on December 3, 2001. According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the Chief Executive Officer of each taxing unit that levies taxes on property within a tax increment financing zone. The report must be provided within 150 days of the end of the City's fiscal year, and a copy must also be uploaded to the State Comptroller's Office database.

The Texas Tax Increment Finance Act specifies that the report must include:

- Amount and source of revenue in the tax increment fund established for the zone;
- Amount and purpose of expenditures from the fund;
- Amount of principal and interest due on outstanding bonded indebtedness;
- Tax increment base and current captured appraised value retained by the zone;
- Captured appraised value shared by the City and other taxing units;
- Total amount of tax increments received;
- Any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the City.

Staff prepared the 2023 annual report, which includes all the information required by the above statute, and submitted it to the Central Business District TIF Board of Directors for approval on January 16, 2024. A summary of the information included in the report is as follows:

- In FY 2022-23,CBD TIF received $1,636,605 in property tax revenues and $149,221 in interest earnings. Any variance in the actual amount from the amount reported in the FY 2021-22 Annual Report can be attributed to uncollected taxes and/or exemptions.
- Expenses in FY 2022-23 included $261,114 for special projects, $83,083 in administrative costs, $960 for office supplies, $18,371 on professional services, and $4,793 for Lubbock Central Appraisal District collection charges.
- FY 2022-23 capital expenditures were $2.7 million.

The City of Lubbock has issued bonds for the Central Business District TIF capital projects in the amount of $12.6 million. The total amount of principal and interest remaining on the bonds issued is $9.1 million principal and $2.2 million interest.

The Central Business District TIF 2023 appraised value is $286,532,044 in 2023, with a current captured appraised value of $180,673,793. The base year value of the Central Business District TIF was

$105,858,251. The current captured appraised value is the total value after the base year value is subtracted.

The Board of Directors approved the report at their January 16, 2024 meeting and is submitting it to the City Council for approval.

Fiscal Impact

The total tax increment to be received by the Central Business District TIF for Tax Year 2023 is projected to be $1,678,188 from all taxing jurisdictions.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Central Business District Board of Directors

Attachments

CBD TIF Annual Report - RESO

CBD TIF Annual Report 2023

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve the Central Business District Tax Increment Financing Reinvestment Zone ("CBDTIF") Annual Report for October 1, 2022 through September 30, 2023, which will be distributed to the chief executive officer of each taxing unit levying taxes within the CBDTIF, and to the Comptroller of the State of Texas. Said Annual Report is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. CBDTIF – 2023 Annual Report
1.11.24

Central Business District
Tax Increment Financing Reinvestment Zone

Annual Report

October 1, 2022 - September 30, 2023

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022 – September 30, 2023

Table of Contents

Introduction 2
Financial Report 3
Appraised Values 3
Tax Increment Fund Revenue 3
Performance Report 4
Board of Directors 7
Maps 8

City of Lubbock TEXAS

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022– September 30, 2023

Introduction

The Lubbock City Council established the Central Business District (CBD) Tax Increment Financing Reinvestment Zone (Zone) by ordinance on December 3, 2001, with a termination date of December 31, 2020, in order to promote the development of the CBD. The Zone was created after written notice and formal presentations to the governing body of each taxing unit that levies real taxes in the Zone, and after a properly advertised public hearing regarding the creation of the zone. On September 24, 2009 the Lubbock City Council held a public hearing and passed an ordinance extending the termination date of the Zone to December 31, 2040.

According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a zone. The report must be provided on or before the 150th day following the City's fiscal year (September 30), and a copy must be submitted to the Texas Comptroller of Public Accounts.

The Texas Tax Increment Finance Act specifies that the report must include:

- Amount and source of revenue in the Tax Increment Fund established for the Zone,
- Amount and purpose of expenditures from the Fund,
- Amount of principal and interest due on outstanding bonded indebtedness,
- Tax increment base and current captured appraised value retained by the Zone,
- Captured appraised value shared by the City and other taxing units,
- Total amount of tax increments received, and
- Any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City.

Distribution of this annual report was approved by resolution of the City Council on January 23, 2024 upon the recommendation of the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors (Board) on January 16, 2024.

Tray Payne, Mayor
City of Lubbock

Dan Williams, Chairman
Central Business District TIF Board of Directors

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022– September 30, 2023

Financial Report

As set by the Lubbock Central Appraisal District (LCAD), the appraised value of the Zone increased $180,673,793 in value since the 2001 base year for each taxing jurisdiction. However, exemptions and abatements by the City and other taxing jurisdictions lower the net taxable amount available to the Tax Increment Fund as indicated on this page.

Appraised Values

Zone 2023 Appraised Value (before abatements and exemptions)	$286,532,044
Less: 2001 Base Value	105,858,251
Current Captured Appraised Value Retained and Shared (before abatements)*	$180,673,793

*The captured appraised value of taxable real property is the total appraised value of all real property taxable by the taxing unit and located in a reinvestment zone for that year, less the tax increment base of the taxing unit. Texas Tax Increment Finance Act Section 311.012(b).

Tax Increment Fund Revenue

Taxing Jurisdiction/ Tax Rate	2023 Tax Rate	2001 Appraised Value	2023 Net Taxable Value	2023 Net Tax Increment Value	Projected TIF Fund Revenue (100% Collections)
City of Lubbock	$0.480164	105,858,251	285,315,215	179,456,964	$ 861,688
Lubbock County	0.347507	105,858,251	285,359,781	179,501,530	623,780
Lubbock County Hospital District	0.103164	105,858,251	285,359,781	179,501,530	185,181
High Plains Underground Water Conservation District #1	0.004200	105,858,251	285,359,781	179,501,530	7,539
Total Fund Revenue					**$ 1,678,188**

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022– September 30, 2023

Performance Report

The Board and the City Council are operating with the Fifth Amended Project and Finance Plans approved by the Board on March 22, 2017 and approved by the City Council on April 27, 2017. The Plans outline the financial strategy to accomplish the goal of the Zone. The Financing Plan provides projections of the amount of revenue that may be received in the future. The Project Plan describes the types of projects anticipated to occur in the district.

Revenues

In FY 2022-23, the Zone received $1,636,605 in property tax revenues and $149,221 in interest earnings. Any variance in the actual amount from the amount reported in the FY 2021-22 Annual Report can be attributed to uncollected taxes and/or exemptions.

Expenditures and Projects

The City Council has issued six series of Certificates of Obligation to fund public improvement projects for the Zone. The principal amount of Certificates of Obligation is as follows:

February 4, 2010	$ 247,564
March 15, 2011	1,404,380
May 1, 2014	2,165,000
April 28, 2015	2,690,000
April 15, 2016	2,005,000
April 15, 2017	4,110,000

All expenditures are as defined in the Texas Tax Increment Finance Act Section 311.002(1): Project costs means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county establishing a reinvestment zone that are listed in the project plan as costs of public works or public improvements in the zone, plus other costs incidental to those expenditures and obligations.

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022– September 30, 2023
Central Business District TIF Expenditures

	FY 2022-23	Expenditures To-Date
Capital Projects		
Public Utility Engineering and Coordination	$ -	222,148
Underground Utilities	-	7,111,115
EDA Grant	-	2,245,614
Glenna Goodacre Boulevard Extension	-	292,573
CBD TIF Special Projects	-	531,651
Gateways	1,617,893	3,564,292
Civic Center Hotel Project	30,000	53,045
Parking Master Plan	-	99,573
Historic District Designation	23,526	23,526
Utility Infrastructure Upgrades/Relocations	-	121,216
Civic Center Convention Center Hotel	-	-
Civic Park	1,009,908	2,009,908
Total Capital Project Expenditures	$ 2,681,327	16,274,660
Administrative/Bond Issuance Expenditures		
Administrative		
Administrative Costs	$ 83,083	595,619
Office Supplies	960	11,979
Professional Services	18,371	115,017
LCAD Collections Charges	4,793	48,244
Capital Outlay	-	58,101
Subtotal Adminstrative Expenses	107,208	828,960
Special Projects		
Downtown Redevelopment Plan	-	100,000
Schrader & Cline - Project and Finance Plan	-	75,547
Civic Lubbock Guitar Project	-	8,500
Fiber Optic Line Relocation	-	25,254
SGS Engineering	-	8,396
Overland Partners	-	232,224
Primitive Social Agreement	-	199,300
McDougal Master Development Agreement	261,114	3,675,419
ROW Acquisition - GGB & Avenue Q	-	342,619
Civic Center Hotel Feasibility Study	-	49,686
Misc. Projects	-	37,631
Transfer to Capital Project Fund	-	1,720,548
Subtotal Special Projects	261,114	6,475,123
Bond Sale Charges	-	119,912
Total Expenditures	368,322	7,423,995
Transfer to Debt Service	**$ 942,235**	**6,667,930**

***Unaudited**

CITY OF LUBBOCK, TEXAS

DEBT SERVICE SCHEDULE

ALL CERTIFICATES & BOND ISSUES BUDGET			
CENTRAL BUSINESS DISTRICT TIF			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENTS
2023-24	620,000	326,261	946,261
2024-25	640,000	300,954	940,954
2025-26	670,000	277,051	947,051
2026-27	685,000	251,897	936,897
2027-28	710,000	225,269	935,269
2028-29	740,000	197,733	937,733
2029-30	775,000	169,555	944,555
2030-31	790,000	142,190	932,190
2031-32	710,000	116,429	826,429
2032-33	720,000	91,050	811,050
2033-34	715,000	64,960	779,960
2034-35	620,000	40,050	660,050
2035-36	440,000	20,275	460,275
2036-37	305,000	6,100	311,100
	9,140,000	**2,229,774**	**11,369,774**

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022– September 30, 2023

Board of Directors

The Zone consists of one representative from each of the jurisdictions that levy taxes within the zone and representatives appointed by the municipality. In establishing the Board, the City Council specified nine members with six members appointed by the City Council. City Council appointed Board representatives must be at least 18 years of age and be a resident of the county in which the zone is located or a county adjacent to that county or own real property in the zone. The Board is responsible for administering the Zone throughout its life span and for recommending projects to be financed with the approval of the City Council.

Council Appointee: Dan Williams, Chair
Williams & Company Real Estate
Term: 03/01/2023 – 03/01/25

Council Appointee: Robert Taylor
United Supermarkets – Corporate Office
Term: 03/01/22 – 03/01/24

Council Appointee: Jeremy Hamilton
Term: 03/01/23 – 03/01/25

Council Appointee: Gabe Vitela
Term: 03/01/22 – 03/01/24

Council Appointee: Brett McDowell
MGB Interests, LLC
Term: 03/01/22 – 03/01/24

Council Appointee: Suzanne Blake
Blake Cooper Financial
Term: 03/01/23 – 03/01/25

High Plains Underground Water Conservation District Appointee:
Jason Coleman, P.E., General Manager

Lubbock County Hospital District Appointee and Designee:
Mark Funderburk, Chief Executive Officer; Designee: Jeff Dane, C.F.O.

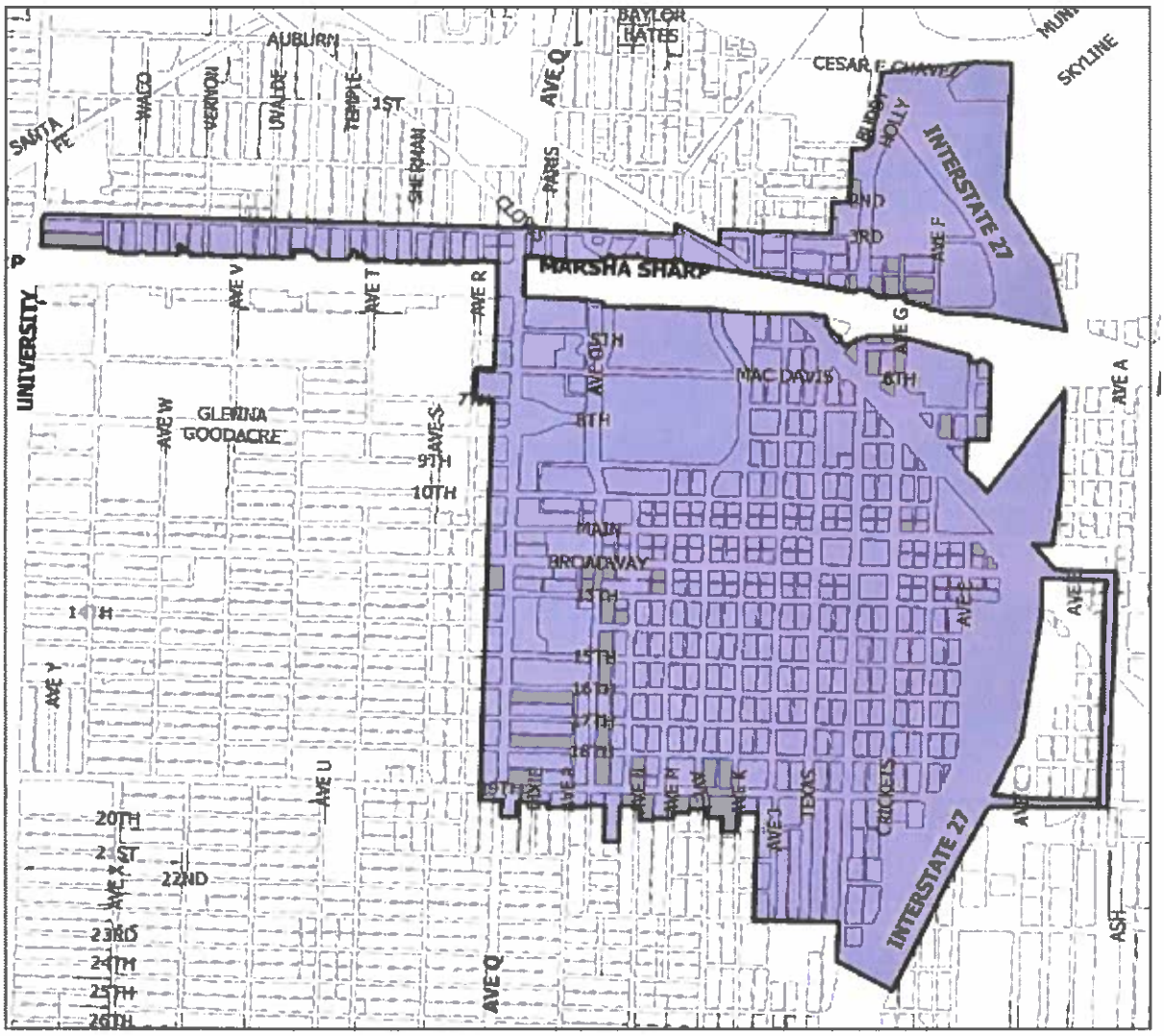
Lubbock County Commissioners Court Appointee:
Honorable Curtis Parrish, County Judge

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022– September 30, 2023

CBD TIF Master Plan

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022– September 30, 2023

Reinvestment Zone Boundary Map



AI# 12239
Regular City Council Meeting 6. 5.
01/23/2024:

Information

Agenda Item

Resolution - Finance: Consider a resolution approving the Lubbock Business Park Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2022, through September 30, 2023, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Lubbock Business Park Tax Increment Financing Reinvestment Zone and to the Comptroller of the State of Texas.

Item Summary

The City Council created the Lubbock Business Park Tax Increment Financing (TIF) Reinvestment Zone and appointed the Lubbock Business Park TIF Reinvestment Zone Board on December 16, 2009. According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the Chief Executive Officer of each taxing unit that levies taxes on property within a tax increment financing zone. The report must be provided within 150 days of the end of the City's fiscal year and a copy must also be uploaded to the State Comptrollers Office database.

The Texas Tax Increment Finance Act specifies that the report must include:

- Amount and source of revenue in the tax increment fund established for the zone;
- Amount and purpose of expenditures from the fund;
- Amount of principal and interest due on outstanding bonded indebtedness;
- Tax increment base and current captured appraised value retained by the zone;
- Captured appraised value shared by the City and other taxing units;
- Total amount of tax increments received; and
- Any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the City.

Staff prepared the 2023 annual report, which includes all of the information required by the above statute, and submitted it to the Lubbock Business Park TIF Board of Directors for approval on January 10, 2024. A summary of the information included in the report is as follows:

- For FY 2022-23, the Lubbock Business Park TIF received $906,322 in revenues for value earned in 2022, and $54,422 in interest earned. Any variance to the actual amount from the amount reported in the FY 2021-22 Annual Report can be attributed to uncollected taxes and/or exemptions.
- Expenses in FY 2022-23 included $17,839 in administrative costs, $3,922 for professional services, $960 for Office Supplies, and $75 in Lubbock Central Appraisal District collection costs.
- Capital expenditures in FY 2022-23 were $731,249.

The Lubbock Business Park TIF appraised value is $100,592,706 in 2023, with a current captured appraised value of $100,182,220. The base year value of the Lubbock Business Park TIF was $410,486. The current captured appraised value is the total value after the base year value is subtracted.

The Board of Directors approved the report at their January 10, 2024 meeting and is submitting it to the City Council for approval.

Fiscal Impact

The total tax increment to be received by the Lubbock Business Park TIF for Tax Year 2023 is projected to be $936,739.

Staff/Board Recommending

D, Blu Kostelich, Chief Financial Officer
Lubbock Business Park TIF Board of Directors

Attachments

LBP TIF Annual Report - RESO

LBP TIF Annual Report

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve the Lubbock Business Park Annual Report for October 1, 2022 through September 30, 2023, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Lubbock Business Park, and to the Comptroller of the State of Texas. Said Annual Report is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Lubbock Business Park – 2023 Annual Report
1.11.24

Lubbock Business Park Tax Increment Financing Reinvestment Zone

Annual Report

October 1, 2022 - September 30, 2023

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022 – September 30, 2023

Table of Contents

Introduction 2
Financial Report 3
Appraised Values 3
Tax Increment Fund Revenue 3
Performance Report 4
Board of Directors 5
Master Plan 6
Boundary Map 7

City of Lubbock TEXAS

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022 – September 30, 2023

Introduction

The Lubbock City Council established the Lubbock Business Park Tax Increment Financing Reinvestment Zone (Zone) by ordinance on December 16, 2009 to promote the development of the Lubbock Business Park. The Zone was enacted after written notice and formal presentations to the governing body of each taxing unit that levies real taxes in the Zone, and after a properly advertised public hearing for public comments on the creation of the Zone. The termination of the Zone shall occur on December 31, 2039.

According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a zone. The report must be provided on or before the 150th day following the end of the City's fiscal year (September 30), and a copy must be sent to the Texas Comptroller of Public Accounts.

The Texas Tax Increment Finance Act specifies that the report must include:

- ❑ Amount and source of revenue in the Tax Increment Fund (Fund) established for the Zone,
- ❑ Amount and purpose of expenditures from the Fund,
- ❑ Amount of principal and interest due on outstanding bonded indebtedness,
- ❑ Tax increment base and current captured appraised taxable value retained by the Zone,
- ❑ Captured appraised taxable value shared by the City and other taxing units,
- ❑ Total amount of tax increments received, and
- ❑ Any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City.

Distribution of this annual report was approved by resolution of the City Council on January 23, 2024 upon the recommendation of the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors (Board) on January 10, 2024.

Tray Payne, Mayor
City of Lubbock

Cassandra L. Henry
Sandy Henry
Lubbock Business Park TIF Board of Directors

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022 – September 30, 2023

Financial Report

The net taxable value of the Zone is $100,592,706 for each taxing jurisdiction, an increase of $100,182,220 over the 2009 base year. Exemptions and abatements by the City and other taxing jurisdictions lower the net taxable amount available to the Tax Increment Fund as indicated on this page.

Appraised Values

Zone 2023 Appraised Value	$100,592,706
Zone 2023 Net Taxable Value	100,592,706
Less: 2009 Base Value	410,486
Current Captured Net Taxable Value Retained and Shared *	$ 100,182,220

*The captured appraised value of taxable real property is the total appraised value of all real property taxable by the taxing unit and located in a reinvestment zone for that year, less the tax increment base of the taxing unit. Texas Tax Increment Finance Act Section 311.012(b).

Tax Increment Fund Revenue

Taxing Jurisdiction	2023 Tax Rate	2009 Taxable Value	2023 Net Taxable Value	2023 Incremental Net Taxable Value	Projected TIF Fund Revenue (100% Collection)
City of Lubbock	$0.480164	410,486	100,592,706	100,182,220	$ 481,039
Lubbock County	0.347507	410,486	100,592,706	100,182,220	348,140
Lubbock County Hospital District	0.103164	410,486	100,592,706	100,182,220	103,352
High Plains Underground Water Conservation District #1	0.004200	410,486	100,592,706	100,182,220	4,208
Total Fund Revenue					$ 936,739

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022 – September 30, 2023

Performance Report

The Board and the City Council are operating with the Project and Finance Plans approved by the Board on December 10, 2010 and approved by the City Council on January 27, 2011. The Project Plan describes the types of projects anticipated to occur in the Zone. The Financing Plan provides projections of the amount of revenue that may be received in the future and how that revenue will be used to support potential projects.

Revenues
In FY 2022-23, the Zone received $906,322 in revenues for value earned in 2022, and $54,422.35 in interest earned. Any variance to the actual amount from the amount reported in the FY 2021-22 Annual Report can be attributed to uncollected taxes and/or exemptions.

Expenditures and Projects
There is no bonded indebtedness. The expenditures incurred in FY 2022-23 are:

Lubbock Business Park TIF Expenditures

		FY 2022-23	Expenditures To-Date
Capital Projects			
North King Street Project	$	23,034	703,034
Business Park Median Irrigation		708,214	708,214
Total Capital Project Expenditures	$	731,249	1,411,249
Administrative/Bond Issuance Expenditures			
Administrative			
Administrative Costs		17,839	103,100
Office Supplies		960	3,396
Professional Services		3,922	46,232
LCAD Collections Charges		75	501
Interest Expense		-	(289)
Transfer to TIF CIP		1,272,699	5,218,202
Total Administrative Expenditures	$	1,295,494	5,371,142

***Unaudited**

All expenditures are as defined in the Texas Tax Increment Finance Act Section 311.002(1): "Project costs means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality establishing a reinvestment zone that are listed in the project plan as costs of public works or public improvements in the zone, plus other costs incidental to those expenditures and obligations."

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022 – September 30, 2023

Board of Directors

The Zone consists of one representative from each of the jurisdictions that levy taxes within the zone and representatives appointed by the City. The City Council specified nine members, and six members are appointed by the City Council. City Council appointed Board representatives must be at least 18 years of age and be a resident of the county in which the zone is located or a county adjacent to that county or own real property in the zone. The Board is responsible for administering the Zone throughout its life span and for recommending projects to be financed with the approval of the City Council.

Council Appointee: Sandy Henry, Chair
Science Spectrum
Term: 3/01/23 – 3/01/25

Council Appointee: Sonny Garza
City Bank
Term: 3/01/23 – 3/01/25

Council Appointee: Tyler Young
Texas Tech Credit Union
Term: 3/01/23 – 3/01/25

Council Appointee: Steven "Brett" Cate
Term: 3/01/22– 3/01/24

Council Appointee: Tony Whitehead
Prosperity Bank
Term: 3/01/22– 3/01/24

Council Appointee: Dr. Kathy Rollo
Term: 3/01/22– 3/01/24

High Plains Underground Water Conservation District Appointee and Designee:
Jason Coleman, General Manager

Lubbock County Hospital District Appointee and Designee:
Mark Funderburk, Chief Executive Officer Designee: Jeff Dane

Lubbock County Commissioners Court Appointee:
Honorable Jason Corley, County Commissioner

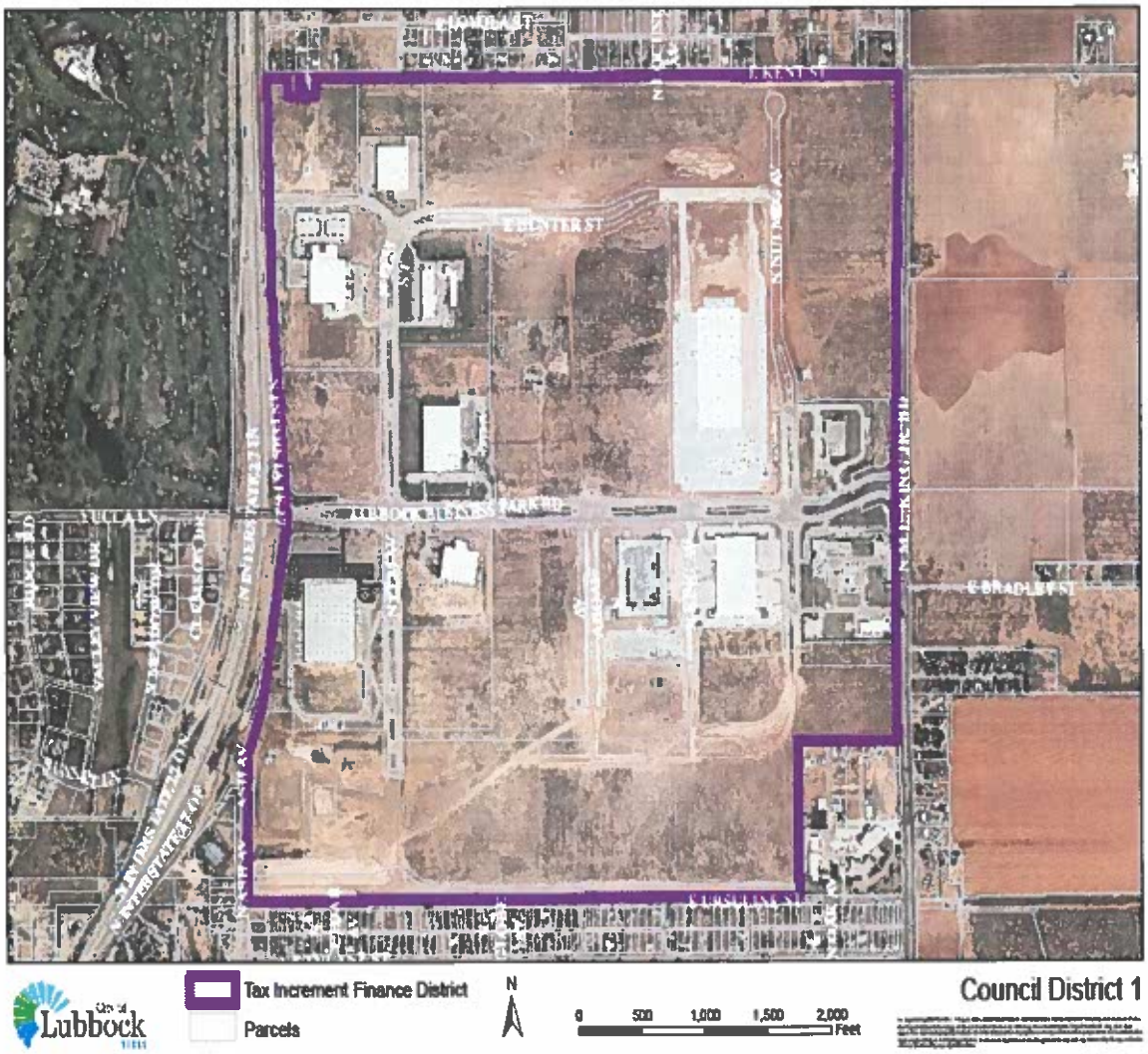
City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022 – September 30, 2023

Lubbock Business Park Master Plan

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2022 – September 30, 2023

Reinvestment Zone Boundary Map

Lubbock Business Park TIF



AI# 12168
Regular City Council Meeting
01/23/2024:

6. 6.

Information

Agenda Item

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-O0009, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Cypress Ranch PID; approving, adopting, and filing with the City Secretary the assessment role; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

On January 9, 2024, a public hearing was held, and the City Council approved the first reading of the ordinance.

The ordinance to levy the assessments is the last activity in the PID establishment process.

The purpose of the public hearing is to provide the opportunity for property owners in the Cypress Ranch PID to speak in favor of, or in opposition to, the assessment to be levied in the Cypress Ranch PID for 2024. A notice of public hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners on December 20, 2023, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment for the first year is for Tax Year 2024 which will fund the budget for FY 2024-25. The total estimated cost of services provided by the District is estimated at $215,883 over the next five years. The estimated annual cost rises from $257 in Year 1 to $84,290 in Year 5. The method of assessment for the Cypress Ranch PID will be based on taxable value. The proposed assessment rate for 2024 is $0.15 per $100 valuation. All property will be assessed for 2024.

The funds raised by the assessment will be used to provide design, construction and maintenance of drainage improvements, any other maintenance needed on projects in the District, and the cost of administering the PID.

Fiscal Impact

The estimated assessment that will be collected for 2024, based on projected values, is $257.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

Exhibit 1
Exhibit 2

ORDINANCE NO. _____

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

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

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

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

(1) prepare a Service Plan for the PID according to the Act with such Service Plan covering a period of at least five (5) years, defining the annual indebtedness of the PID, projecting the costs for improvements in the PID, and including an assessment plan for the PID;

(2) prepare an assessment roll for the PID that states the assessment against each parcel of land in the PID, with such proposed assessment roll to be filed with the municipal secretary and being made available for public inspection;

(3) send and publish notice of a public hearing according to the Act concerning the Service Plan; and

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

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

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

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

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

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

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

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

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

Exhibit 1

Cypress Ranch
Public Improvement District

2024 SERVICE AND ASSESSMENT PLAN

December 5, 2023

City of Lubbock TEXAS

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

TABLE OF CONTENTS

Table of Contents 1

Section I: Plan Description and Defined Terms 2

Section II: Property Included in the PID 4

Section III: Description of the Improvement Project 4

Section IV: Service Plan/Sources and Uses of Funds 5

Section V: Assessment Plan 6

Section VI: Terms of the Assessments 7

List of Exhibits 7

Exhibit A - PID Legal Description and Map 8

Exhibit B – Service Plan – Five Year Plan 11

Exhibit C - Assessment Roll 12

Exhibit D – Notice of Obligations Related to Public Improvement District 13

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

Plan Description and Defined Terms

A. Introduction

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

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

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

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

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

The City Council shall make all determinations necessary herein.

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

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

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

B. Definitions

The terms used herein shall have the following meanings.

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

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

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

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

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

"City" means City of Lubbock, Texas.

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

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

"Developer" means Betenbough Homes, Inc.

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

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

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

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

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

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

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

Section II
Property Included in the PID

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

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

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

Section III
Description of the Improvement Project

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

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

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

A. Maintenance of Public Improvements

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

Section IV
Service Plan/Sources and Uses of Funds

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

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

Service Plan

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

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

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

Section V
Assessment Plan

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

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

Section VI
Terms of the Assessments

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

List of Exhibits

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

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

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

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

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

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

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

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

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

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

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

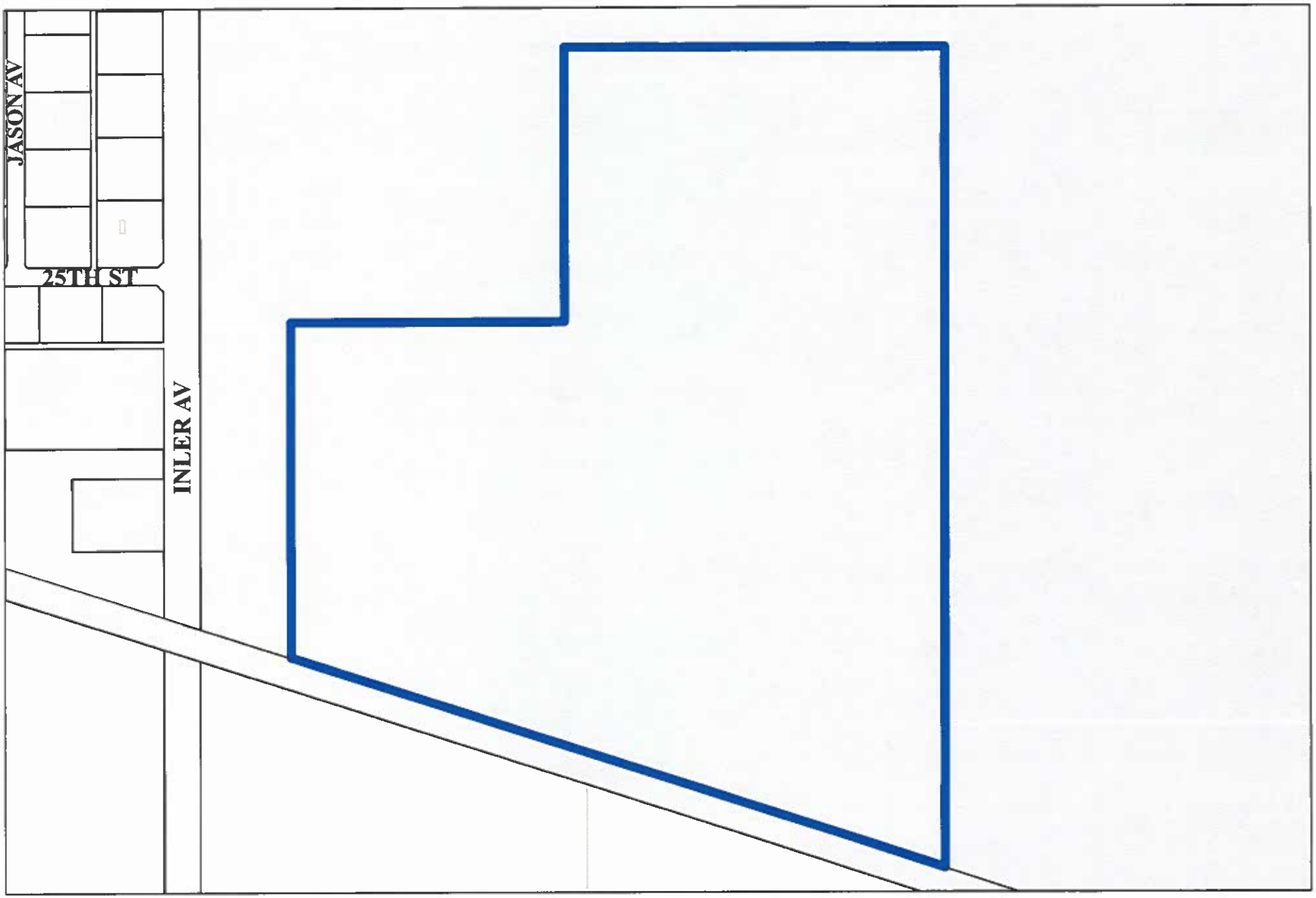
Surveyed February 21, 2023

Landon Merritt
Registered Professional Land Surveyor,
State of Texas, Registration No. 6466

220340 – Cypress Ranch Metes and Bounds

EXHIBIT A

Cypress Ranch PID 2023



City of Lubbock TEXAS

PID

Parcels

10

Lot-Block Lines

N

0 200 400 600 800 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.

09/28/2023

EXHIBIT B
City of Lubbock, TX
Finance Department
Cypress Ranch 2024 Proposed Service and Assessment Plan

Assessment Plan

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

Service Plan

		Projected					
TAX YEAR	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**Totals**
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Total	-	**257**	**12,731**	**50,417**	**101,412**	**145,111**	**$ 309,927**
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Tract C	-	-	-	-	10,000	10,300	20,300
Entry Signs	-	-	-	-	1,000	1,030	2,030
Public Improvement Projects	-	-	-	-	-	10,000	10,000
Repairs	-	-	-	-	10,000	10,300	20,300
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Developer Reimbursement	-	(11,743)	-	-	-	-	(11,743)
Total	**$ -**	**257**	**12,000**	**47,210**	**72,126**	**84,290**	**$ 215,883**
Cash Reserves	**$ -**	**(0)**	**730**	**3,937**	**33,223**	**94,044**	**$ 94,044**

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

Assessment Information per $100,000 Home = $150

EXHIBIT C

Cypress Ranch PID Projected Assessment Role
LCAD Roll: 10.10.2023

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

EXHIBIT D
NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

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

(insert property address)

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

(insert property address)

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

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

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

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

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

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

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

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

(8) to or from a governmental entity; or

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

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

EXHIBIT 2

Cypress Ranch PID Projected Assessment Role
LCAD Roll: 10.10.2023

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

AI# 12171
Regular City Council Meeting 6. 7.
01/23/2024:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Professional Services Agreement, Contract 17765, with West Texas Services, Inc., dba Tom's Tree Place, for services related to median improvements in the North Overton Tax Increment Financing (TIF) District boundary at Glenna Goodacre Boulevard.

Item Summary

This contract is with West Texas Services, Inc. dba Tom's Tree Place, for improvements to the medians on Glenna Goodacre Boulevard. Improvements will include irrigation repair, tree removal and replacement, and landscaping. All improvements will be completed in accordance with the Overton Park Public Improvement Guidelines, as adopted by the City Council in January 2004.

The contract is not to exceed $606,209.40, with twelve months for final completion. The North Overton Tax Increment Financing District Advisory Board voted to approve this amount at their November 16, 2023 Board meeting, and recommend approval by the City Council. The funding for this contract is provided from the North Overton Tax Increment Financing District Fund.

Fiscal Impact

Contract 17765 for $606,209.40, is funded in Capital Improvement Project 92254, North Overton TIF Public Improvement Projects.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
North Overton Tax Increment Financing District Advisory Board

Attachments

Resolution
Contract
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 17765 for services related to the Tax Increment Finance District Glenna Goodacre Median Improvements, by and between the City of Lubbock and West Texas Services, Inc. dba Tom's Tree Place, 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:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 17765 Glenna Goodacre Median Improvements
1.10.24

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No.17765 is entered into this ___ day of _____, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and West Texas Services, Inc., doing business as Tom's Tree Place (the" Contractor"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Contractor to provide professional services for Tax Increment Finance District Glenna Goodacre Median Improvements (the "Activities"); and

WHEREAS, the Contractor has a professional staff experienced and is qualified to provide professional 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 Contractor to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Contractor to provide professional services related to the Activities, and Contractor 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 Contractor 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 twelve (12) months. If the Contractor determines that additional time is required to complete the Services, the Director of Business Development, 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 Contractor shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $606,209.40, as set forth in Exhibit "A".

ARTICLE III. TERMINATION

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

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

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

ARTICLE VI. SCOPE OF WORK

The Contractor 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 Contractor and the City agree that the Contractor 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 Contractor 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 Contractor and the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Contractor 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 Contractor 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 Contractor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

Labor Code. Further, the Contractor 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 Contractor maintains said coverage. The Contractor 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 Contractor fails to maintain the required insurance in full force and effect, the Contractor 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 Contractor'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 Contractor may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Contractor, as set forth on Exhibit $606,209.40 attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Contractor is at all times responsible to the City to perform the Services as provided in this Agreement and the Contractor 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 Contractor shall be required by the Contractor to carry, for the protection and benefit of the City and the Contractor and naming said third parties as additional insureds, insurance as described above required to be carried by the Contractor in this Agreement.

The Contractor 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 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 XI. INDEMNITY

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 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 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 Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from the Contractor to the City or the City to the Contractor 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. Contractor's Address. The Contractor's address and numbers for the purposes of notice are:

West Texas Services, Inc. dba Tom's Tree Place
Alex Scarbrough
5104 34th Street
Lubbock, Texas
Telephone: 806-799-3677
Email: alexs@tomstreeplace.com

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

Brianna Brown, Director of Business Development
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-3082
Email: bbrown@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 Contractor non-confidential studies, reports and other available data in the possession of the City pertinent to the Contractor's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Contractor's Services under this Agreement (the "Provided Data"). The Contractor 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 Contractor 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 Contractor's books and records with respect to this Agreement between the Contractor and the City.

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

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

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

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

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

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 Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this 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 Contractors 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:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

CONTRACTOR

Tom's Tree Place

By: Alex Gutierrez

Authorized Representative

Email: alexs@tomstreeplace.com

Exhibit A

tom's TREE PLACE

Date **1/5/2024**
Ordered By: **City of Lubbock**
PO Number: **Glenna Goodacre Blvd**
Home Telephone:
Mobile Telephone:
Email:

City of Lubbock
Glenna Goodacre Blvd
Lubbock, TX 79401

TTP Salesperson: **Toby Rowin, RLA**

Tom's Tree Place
5104 34th Street Lubbock, Texas 79410
806.799.3677 - Voice 806.799.8743 - Fax
www.tomstreeplace.com

Quantity	Description	Comments	Size	Unit Cost	Line Total
	DEMO				
42276	Demo of Existing Landscape Materials		Sq Ft	$1.50	$63,414.00
600	Demo of Existing Soil to 4"-Depth		CY	$22.50	$13,500.00
45	Demo of Existing Trees and Stumps that are Dead, Diseased, and Dying		Each	$600.00	$27,000.00
	LANDSCAPE				
45	Live Oak		4"-Cal	$775.00	$34,875.00
259	Blue Grama 'Blonde Ambition'		1-Gal	$15.00	$3,885.00
737	Turk's Cap		5-Gal	$45.00	$33,165.00
1627	Regal Mist Muhly Grass		1-Gal	$15.00	$24,405.00
167	Catmint 'Walker's Low'		1-Gal	$15.00	$2,505.00
1667	Frog Fruit Groundcover with Mulch		1-Gal	$20.00	$33,340.00
1215	Back to Earth Soil Conditioner		2-CF Bags	$13.00	$15,795.00
437	Decomposed Granite Mulch (1"-Minus)		CY	$200.00	$87,400.00
	IRRIGATION				
21138	Replace All Drip Irrigation with New Netaphim Drip Irrigation Lines		Ln Ft	$1.20	$25,365.60
22	Converted to Drip Irrigation Valves		Each	$120.00	$2,640.00
1	Cap and Remove Existing Spray Heads		LS	$1,500.00	$1,500.00
	GENERAL CONDITIONS				
60	Barricades, Signage, and Pedestrian and Vehicular Traffic Control		Per Day	$125.00	$7,500.00
1	Proffesional Services		LS	$5,000.00	$5,000.00
1	P&P Bonds		LS	$11,500.00	$11,500.00
1	Contingency		LS	$25,000.00	$25,000.00
	Materials Total				$417,789.60
	Installation Total				$188,419.80
	Subtotal				$606,209.40
	Tax @ 0.00%				$0.00
	Final Total				$606,209.40

City of Lubbock, TX
Capital Project
Project Cost Detail
January 23, 2024

Capital Project Number:	92254
Capital Project Name:	North Overton TIF Public Improvements

	Budget
Encumbered/Expended	
Chipotle's Mexican Grill Development Agreement - Tract 1C-1	$ 23,572
McCanton Wood Water Loop Agreement - Tract 1C-1	22,000
LKM Matador Development Agreement - Tract 1B-2	161,765
Gold Properties, LLC Development Agreement - Tract 1C-3A	53,717
ACC OP (Tract 6) Contract	93,000
Racer Classic Car Wash	9,351
2401 9th Street LLC (Potbelly)	51,878
Jackie Moon Properties, LLC	78,547
MH Civic Constructors - GGB	292,572
Public improvements Reimbursement	(55,719)
Landscaping in the Parkway	26,723
Haven Campus Communities - Lubbock, LLC	322,155
City of Lubbock Staff Time	4,079
ACC OP (Tracts 32 and 33) LLC	583,287
Haven Campus Communities	340,549
West Texas Services, Inc - GGB	514,856
West Texas Services, Inc - Ramirez	450,000
Agenda Items January 23, 2024	
West Texas Services, Inc. Contract 17764	192,210
West Texas Services, Inc. Contract 17765	606,209
Encumbered/Expended to Date	3,770,751
Estimated Costs for Remaining Appropriation	
Public Improvements	1,126,600
Remaining Appropriation	1,126,600
Total Appropriation To Date	$ 4,897,351

CIP 92254 North Overton TIF Public Improvements

Installation and Repair of Public Improvements

Project Manager: Brianna Brown - Business Development

Project Scope

Construction of public improvements in the right-of-way for the remaining undeveloped tracts. Also included in the project is the repair or replacement of public improvements in the right of way for already developed areas, such as the relocation and replacement of bollards on Glenna Goodacre Boulevard and any other replacement of the original construction that is needed.

Project Justification

The project is part of the ongoing redevelopment in the North Overton TIF to replace 70-year old infrastructure.

Project Highlights

Council Priorities Addressed: Community Improvement, Economic Development

Completed projects:
GGB Completion - $87,458.21
Chipotles Development Agreement - $23,571.60
LKM Matador Development Agreement (92254B) - $161,765
Golden Properties Agreement (92254C)- 53,716.92
Tract 6 Development Agreement (92254D) - 93,000
Racer Classic Car Wash Development Agreement (92254E) - $8,640
2402 9th Street Development Agreement (92254F) - $51,878
Jackie Moon Development Agreement (92254G) - 78,547
ACC OPP Development Agreement (92254H) - $583,287
Haven Campus Communities - 18Nineteen (92254I) - $322,155
Removal of Pedestrian Lights - $1800.96
Irrigation Water Line Relocate Tract 3 - $19,625
McCantonwood Agreement - $22,105
Haven II Development Agreement - $340,549
Completion of the landscaping in the parkway on the last two blocks of GGB - $514,855
2022-23: Completed a project to install public improvements on Glenna Goodacre Blvd. between Avenue U and Avenue T.

Project Dates

FY 2023-24: Install Public Improvements on Glenna Goodacre between Avenue R and Avenue Q. Repair sidewalks and other concrete damage throughout the district. Begin a tree reduction project on Glenna Goodacre Blvd.

Project History

$65,485 was appropriated in FY 2010-11 Budget Amendment No. 1, Ord. No. 2010-O0080, October 28, 2010.
$161,765 was appropriated in FY 2010-11, Budget Amendment No. 5, Ord. No. 2011-O0010, February 10, 2011.
$519,782 was appropriated in FY 2010-11, Budget Amendment No. 12, Ord. No. 2011-O0059, July 14, 2011.
$1.5 million was appropriated in FY 2015-16, Budget Amendment No. 9, Ord. No. 2015-O0122, December 17,2015.
$150,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.
$1.0 million was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
Reduced by $249,680 in FY 2021-22 Budget, BCR 2022-26.
$1,000,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.

Project Location

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$4,897,351	$750,000	$750,000	$750,000	$0	$0
TOTAL	**$4,897,351**	**$750,000**	**$750,000**	**$750,000**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Fund CO Bonds	$1,500,000	$0	$0	$0	$0	$0
North Overton TIF Fund Cash	$2,650,320	$750,000	$750,000	$750,000	$0	$0
North Overton TIF Fund Bonds	$747,031	$0	$0	$0	$0	$0
TOTAL	**$4,897,351**	**$750,000**	**$750,000**	**$750,000**	**$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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AI# 12172
Regular City Council Meeting
01/23/2024:

6. 8.

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Professional Services Agreement, Contract 17764, with West Texas Services, Inc., dba Tom's Tree Place, for services related to right-of-way improvements in the North Overton Tax Increment Financing (TIF) District boundary at 9th and 10th Streets.

Item Summary

This contract is with West Texas Services, Inc. dba Tom's Tree Place, for improvements in the public right-of-way between Avenue S and Avenue U on 9th and 10th Streets. Improvements will include removal of existing ground material, irrigation repair, and installation of new ground material. All improvements will be completed in accordance with the Overton Park Public Improvement Guidelines, as adopted by the City Council in January 2004.

The contract is not to exceed $192,210.25, with 12 months for final completion. The North Overton Tax Increment Financing District Advisory Board voted to approve this contract at their November 16, 2023 Board Meeting, and recommend approval by the City Council. The funding for this contract is provided from the North Overton Tax Increment Financing District fund.

Fiscal Impact

Contract 17764 for $192,210.25, is funded in Capital Improvement Project 95524, North Overton TIF Public Improvement Projects.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
North Overton Tax Increment Financing District Advisory Board

Attachments

Resolution
Contract
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 17764 for services related to the Tax Increment Finance District 9th and 10th Street Right-Of-Way Improvements, by and between the City of Lubbock and West Texas Services, Inc. dba Tom's Tree Place, 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:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 17764 Street Right-Of-Way Improvements
1.10.24

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No.17764 is entered into this ___ day of _____, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and West Texas Services, Inc., doing business as Tom's Tree Place (the" Contractor"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Contractor to provide professional services for Tax Increment Finance District 9th and 10th Street Right-Of-Way Improvements (the "Activities"); and

WHEREAS, the Contractor has a professional staff experienced and is qualified to provide professional 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 Contractor to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Contractor to provide professional services related to the Activities, and Contractor 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 Contractor 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 twelve (12) months. If the Contractor determines that additional time is required to complete the Services, the Director of Business Development, 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 Contractor shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $192,210.25, as set forth in Exhibit "A".

ARTICLE III. TERMINATION

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

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

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

ARTICLE VI. SCOPE OF WORK

The Contractor 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 Contractor and the City agree that the Contractor 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 Contractor 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 Contractor and the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Contractor 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 Contractor 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 Contractor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

Labor Code. Further, the Contractor 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 Contractor maintains said coverage. The Contractor 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 Contractor fails to maintain the required insurance in full force and effect, the Contractor 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 Contractor'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 Contractor may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Contractor, as set forth on Exhibit $192,210.25 attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Contractor is at all times responsible to the City to perform the Services as provided in this Agreement and the Contractor 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 Contractor shall be required by the Contractor to carry, for the protection and benefit of the City and the Contractor and naming said third parties as additional insureds, insurance as described above required to be carried by the Contractor in this Agreement.

The Contractor 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 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 XI. INDEMNITY

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 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 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 Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from the Contractor to the City or the City to the Contractor 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. Contractor's Address. The Contractor's address and numbers for the purposes of notice are:

West Texas Services, Inc. dba Tom's Tree Place
Alex Scarbrough
5104 34th Street
Lubbock, Texas
Telephone: 806-799-3677
Email: alexs@tomstreeplace.com

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

Brianna Brown, Director of Business Development
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-3082
Email: bbrown@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 Contractor non-confidential studies, reports and other available data in the possession of the City pertinent to the Contractor's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Contractor's Services under this Agreement (the "Provided Data"). The Contractor 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 Contractor 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 Contractor's books and records with respect to this Agreement between the Contractor and the City.

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

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

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

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

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

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 Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this 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 Contractors 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:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

CONTRACTOR

Tom's Tree Place

By:

Authorized Representative

Email: alexs@tomstreeplace.com

Exhibit A

Date **11/14/2023**
Ordered By: **City of Lubbock**
PO Number: **Glenna Goodacre Blvd**
Home Telephone:
Mobile Telephone:
Email:

City of Lubbock
9th St and 10th St
Lubbock, TX 79401

TTP Salesperson: **Toby Rowin, RLA**

Tom's Tree Place
5104 34th Street Lubbock, Texas 79410
806.799.3677 - Voice 806.799.8743 - Fax
www.tomstreeplace.com

Quantity	Description	Comments	Size	Unit Cost	Line Total
	DEMO				
24319	Demo of Existing Soil to 4"-Depth		SF	$1.50	$36,478.50
	LANDSCAPE				
300	Decomposed Granite Mulch (1"-Minus)		CY	$200.00	$60,000.00
	IRRIGATION				
168	Repair/Replace Existing Irrigation		Per Tree	$50.00	$8,400.00
	GENERAL CONDITIONS				
30	Barricades, Signage, and Pedestrian and Vehicular Traffic Control		Per Day	$125.00	$3,750.00
1	P&P Bonds		LS	$4,550.00	$4,550.00
1	Contingency		LS	$25,000.00	$25,000.00
	Materials Total				$138,178.50
	Installation Total				$54,031.75
	Subtotal				$192,210.25
	Tax @ 0.00%				$0.00
	Final Total				$192,210.25

City of Lubbock, TX
Capital Project
Project Cost Detail
January 23, 2024

Capital Project Number:	92254
Capital Project Name:	North Overton TIF Public Improvements

	Budget
Encumbered/Expended	
Chipotle's Mexican Grill Development Agreement - Tract 1C-1	$ 23,572
McCanton Wood Water Loop Agreement - Tract 1C-1	22,000
LKM Matador Development Agreement - Tract 1B-2	161,765
Gold Properties, LLC Development Agreement - Tract 1C-3A	53,717
ACC OP (Tract 6) Contract	93,000
Racer Classic Car Wash	9,351
2401 9th Street LLC (Potbelly)	51,878
Jackie Moon Properties, LLC	78,547
MH Civic Constructors - GGB	292,572
Public improvements Reimbursement	(55,719)
Landscaping in the Parkway	26,723
Haven Campus Communities - Lubbock, LLC	322,155
City of Lubbock Staff Time	4,079
ACC OP (Tracts 32 and 33) LLC	583,287
Haven Campus Communities	340,549
West Texas Services, Inc - GGB	514,856
West Texas Services, Inc - Ramirez	450,000
Agenda Items January 23, 2024	
West Texas Services, Inc. Contract 17764	192,210
West Texas Services, Inc. Contract 17765	606,209
Encumbered/Expended to Date	3,770,751
Estimated Costs for Remaining Appropriation	
Public Improvements	1,126,600
Remaining Appropriation	1,126,600
Total Appropriation To Date	$ 4,897,351

CIP 92254 North Overton TIF Public Improvements

Installation and Repair of Public Improvements

Project Manager: Brianna Brown - Business Development

Project Scope

Construction of public improvements in the right-of-way for the remaining undeveloped tracts. Also included in the project is the repair or replacement of public improvements in the right of way for already developed areas, such as the relocation and replacement of bollards on Glenna Goodacre Boulevard and any other replacement of the original construction that is needed.

Project Justification

The project is part of the ongoing redevelopment in the North Overton TIF to replace 70-year old infrastructure.

Project Highlights

Council Priorities Addressed: Community Improvement, Economic Development

Completed projects:
GGB Completion - $87,458.21
Chipotles Development Agreement - $23,571.60
LKM Matador Development Agreement (92254B) - $161,765
Golden Properties Agreement (92254C)- 53,716.92
Tract 6 Development Agreement (92254D) - 93,000
Racer Classic Car Wash Development Agreement (92254E) - $8,640
2402 9th Street Development Agreement (92254F) - $51,878
Jackie Moon Development Agreement (92254G) - 78,547
ACC OPP Development Agreement (92254H) - $583,287
Haven Campus Communities - 18Nineteen (92254I) - $322,155
Removal of Pedestrian Lights - $1800.96
Irrigation Water Line Relocate Tract 3 - $19,625
McCantonwood Agreement - $22,105
Haven II Development Agreement - $340,549
Completion of the landscaping in the parkway on the last two blocks of GGB - $514,855
2022-23: Completed a project to install public improvements on Glenna Goodacre Blvd. between Avenue U and Avenue T.

Project Dates

FY 2023-24: Install Public Improvements on Glenna Goodacre between Avenue R and Avenue Q. Repair sidewalks and other concrete damage throughout the district. Begin a tree reduction project on Glenna Goodacre Blvd.

Project History

$65,485 was appropriated in FY 2010-11 Budget Amendment No. 1, Ord. No. 2010-O0080, October 28, 2010.
$161,765 was appropriated in FY 2010-11, Budget Amendment No. 5, Ord. No. 2011-O0010, February 10, 2011.
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$1.5 million was appropriated in FY 2015-16, Budget Amendment No. 9, Ord. No. 2015-O0122, December 17,2015.
$150,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.
$1.0 million was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
Reduced by $249,680 in FY 2021-22 Budget, BCR 2022-26.
$1,000,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.

Project Location

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$4,897,351	$750,000	$750,000	$750,000	$0	$0
TOTAL	**$4,897,351**	**$750,000**	**$750,000**	**$750,000**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Fund CO Bonds	$1,500,000	$0	$0	$0	$0	$0
North Overton TIF Fund Cash	$2,650,320	$750,000	$750,000	$750,000	$0	$0
North Overton TIF Fund Bonds	$747,031	$0	$0	$0	$0	$0
TOTAL	**$4,897,351**	**$750,000**	**$750,000**	**$750,000**	**$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**

Powered by OpenGov

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2024-O0005, abandoning and closing portions of a blanket garbage collection easement, a blanket underground utility for service easement, an underground utility easement, a transformer pad easement, and a switching enclosure easement, located in Section 37, Block AK to the City of Lubbock, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close easements that are located west of West Loop 289, north of Marsha Sharp Freeway, and northeast of 45th Street at Santa Fe Park.

The easements are being closed to facilitate a re-plat of this area. New easements will be granted, if necessary, with the new plat.

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

Ordinance - Easement Closures, Santa Fe Park
EXHIBIT - 1 Santa Fe Park
EXHIBIT 2 - Santa Fe Park
EXHIBIT 3 Santa Fe Park

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF A BLANKET GARBAGE COLLECTION EASEMENT, BLANKET UNDERGROUND UTILITY FOR SERVICE EASEMENT, UNDERGROUND UTILITY EASEMENT, TRANFORMER PAD EASEMENT, AND SWITCHING ENCLOSURE EASEMENT LOCATED IN SECTION 37, 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.Blanket Easements Section 37 Block AK 12.01.23

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3991
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT
tabbies

EASEMENT CLOSURES

Description 1:

All of that 50' Drainage Easement located along the Southern boundary Lot 2 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 1957, Page 793 of the Deed Records of Lubbock County, Texas.

Description 2:

All of that 50' Access Easement located along the Southern boundary of Lot 2, 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 1957, Page 793 of the Deed Records of Lubbock County, Texas.

Description 3:

The Northern 30' of that 50' Utility Easement located along the Southern boundary of Lot 2, 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 1957, Page 793 of the Deed Records of Lubbock County, Texas.

Description 4:

All of that 5' Underground Utility Easement granted to Lubbock Power and Light located along the Western and Northern boundary of Lot 2-A-3-A, 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 7091, Page 274 of the Real Property Records of Lubbock County, Texas.

Description 5:

All of that Switch Enclosure Easement granted to Lubbock Power and Light located at the Northeast corner of Lot 2-A-3-A, 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 7091, Page 274 of the Real Property Records of Lubbock County, Texas.

Description 6:

All of that Switch Enclosure Easement granted to Lubbock Power and Light located at the Northeast corner of Lot 2-A-3-B, 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 7091, Page 274 of the Real Property Records of Lubbock County, Texas.

Description 7:

All of that 5' Underground Utility Easement granted to Lubbock Power and Light located along the Northern boundary of Lot 2-A-3-B, 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 7091, Page 274 of the Real Property Records of Lubbock County, Texas.

Description 8:

The portion of that 30' Drainage Easement, Access Easement and Utility Easement located within Lot 2-A-1-B, 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 2014029547 of the Official Public Records of Lubbock County, Texas.

Description 9:

All of that 10' Water Line Easement located at the Northeast corner of Lot 2-A-1-B, 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 2014029547 of the Official Public Records of Lubbock County, Texas.

Description 10:

The Eastern 10' of that 10' Sewer Line Easement located within Lot 2-A-1-B, 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 2014029547 of the Official Public Records of Lubbock County, Texas.

Description 11:

Being portions of those Blanket Garbage Collection Easement, Blanket Utility, Underground Utility and Transformer Pad Easements granted to Lubbock Power and Light, Southwestern Public Service, Southwestern Bell Telephone Company, granted by the plat of Lot 2, 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 1957, Page 793 of the Deed Records of Lubbock County, Texas, which are contained within the lot limits of Lot 2-A-3-A and Lot 2-A-3-B 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 7091, Page 274 of the Real Property Records of Lubbock County, Texas and Lot 2-A-1-B, 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 2014029547 of the Official Public Records of Lubbock County, Texas.

Description 12:

Being portions of those Blanket Garbage Collection Easement, Blanket Utility, Underground Utility and Transformer Pad Easements granted to Lubbock Power and Light, Southwestern Public Service, Southwestern Bell Telephone Company, granted by the plat of Lot 2-A, 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 4632, Page 137 of the Real Property Records of Lubbock County, Texas, which are contained within the lot limits of Lot 2-A-3-A and Lot 2-A-3-B 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 7091, Page 274 of the Real Property Records of Lubbock County, Texas and Lot 2-A-1-B, 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 2014029547 of the Official Public Records of Lubbock County, Texas.

Description 13:

All or portions (where applicable) of those Blanket Garbage Collection Easement, Blanket Utility, Underground Utility and Transformer Pad Easements granted to Lubbock Power and Light, Southwestern Public Service, Southwestern Bell Telephone Company, Energas Co, granted by the plat of Lot 2-A-1 and Lot 2-A-3, 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 4916, Page 208 of the Real Property Records of Lubbock County, Texas, which are contained within the lot limits of Lot 2-A-3-A and Lot 2-A-3-B 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 7091, Page 274 of the Real Property Records of Lubbock County, Texas and Lot 2-A-1-B, 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 2014029547 of the Official Public Records of Lubbock County, Texas.

Description 14:

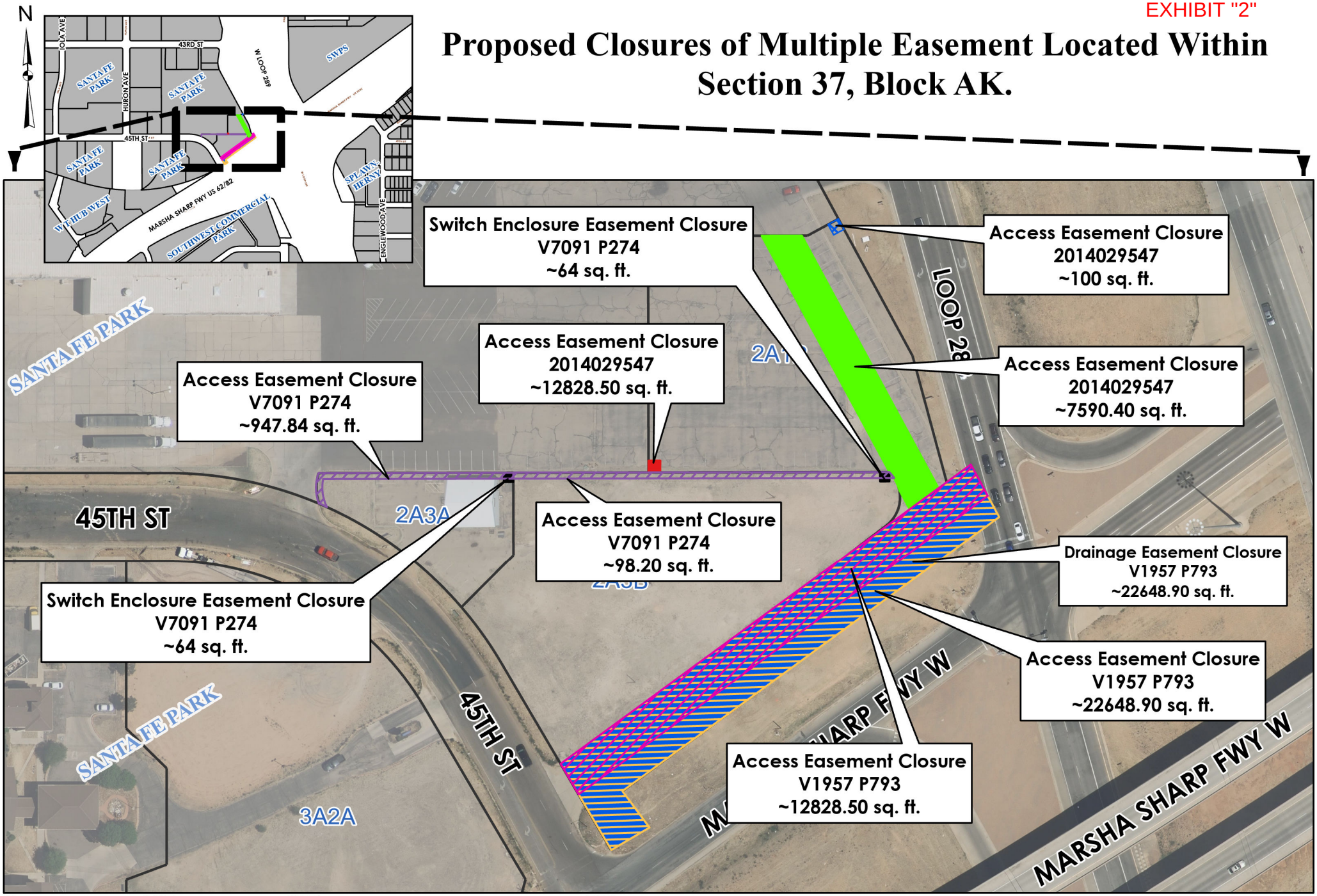
All or portions (where applicable) of those Blanket Garbage Collection Easement, Blanket Utility, Underground Utility and Transformer Pad Easements granted to Lubbock Power and Light, Southwestern Public Service, Southwestern Bell Telephone Company, Energas Co, granted by the plat of Lot 2-A-3-A and Lot 2-A-3-B, 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 7091, Page 274 of the Real Property Records of Lubbock County, Texas, which are contained within the lot limits of Lot 2-A-3-A and Lot 2-A-3-B 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 7091, Page 274 of the Real Property Records of Lubbock County, Texas and Lot 2-A-1-B, 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 2014029547 of the Official Public Records of Lubbock County, Texas.

Description 15:

All or portions (where applicable) of those Blanket Garbage Service Easement, Blanket Utility, Underground Utility and Transformer Pad Easements granted to Lubbock Power and Light, AT&T and Atmos Energy, granted by the plat of Lot 2-A-1-B, Lot 2-A-3-A and Lot 2-A-3-B, 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 2014029547 of the Official Public Records of Lubbock County, Texas, which are contained within the lot limits of Lot 2-A-3-A and Lot 2-A-3-B 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 7091, Page 274 of the Real Property Records of Lubbock County, Texas and Lot 2-A-1-B, 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 2014029547 of the Official Public Records of Lubbock County, Texas.

EXHIBIT "2"

Proposed Closures of Multiple Easement Located Within Section 37, Block AK.



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

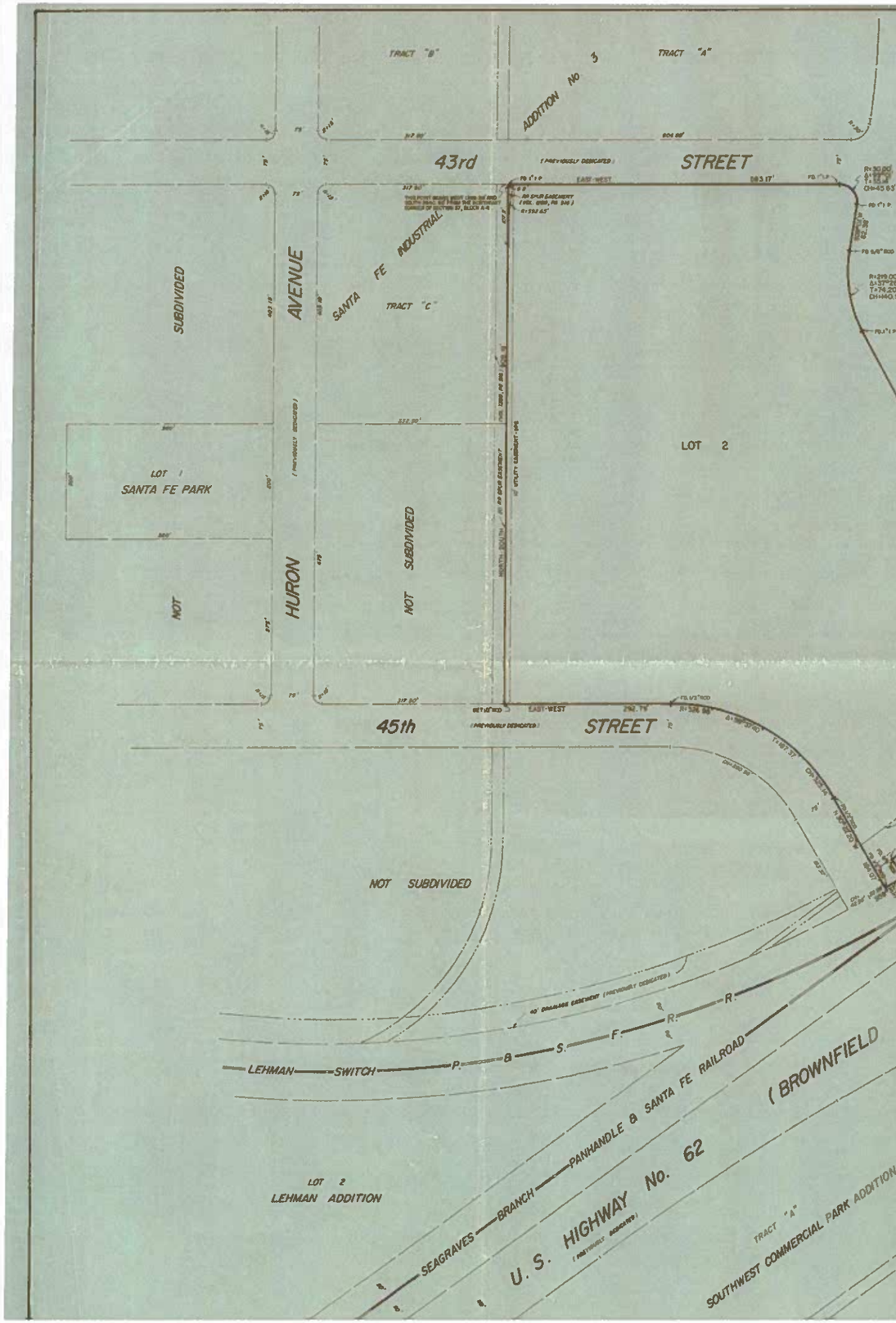
EXHIBIT
tabbies "3"

1278.1

LOT 2

SANTA FE PARK

AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS



KNOW ALL MEN BY THESE PRESENTS

THAT I, JAMMIE E. ANDERSON, REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF LUBBOCK, TEXAS

Jammie E. Anderson
REGISTERED PUBLIC SURVEYOR
LUBBOCK, TEXAS
FEBRUARY 18, 1983
REVISED FEBRUARY 27, 1985
REVISED MARCH 6, 1985

APPROVED THIS ____ DAY OF ____, 19__, BY THE CITY PLANNING COMMISSION OF THE CITY OF LUBBOCK, TEXAS

APPROVED: ____ CHAIRMAN

ATTEST: ____ SECRETARY

NOTES:
SCALE: 1"=100'
HEAVY LINE INDICATES PLAT LIMITS
ALL STREET, ALLEY, AND EASEMENTS WITHIN PLAT LIMITS ARE HEREIN DEDICATED
ALL EASEMENTS SHALL CONTAIN UTILITIES COMMUNICATING SUCH
ANY RELOCATION OF EXISTING UTILITIES
ALL EASEMENTS SHALL BE
NO BUILDING SHALL BE CONSTRUCTED ON ANY SUBDIVISION UNTIL PROVISION OF SUCH
MINIMUM FINISHED FLOOR ELEVATION SHALL BE 3200.0
BLANKET GARBAGE COLLECTION EASEMENT IS HEREIN GRANTED.
CONTAINS 17.569 ACRES WITHIN PLAT LIMITS
BLANKET UTILITY, UNDERGROUND UTILITY AND TRANSFORMER PAD EASEMENTS HEREIN GRANTED TO LUBBOCK POWER AND LIGHT COMPANY, SOUTHWESTERN PUBLIC SERVICE COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY AS REQUIRED TO SERVE LOT 2

BLANKET GARBAGE COLLECTION EASEMENT IS HEREIN GRANTED.
CONTAINS 17.569 ACRES WITHIN PLAT LIMITS
BLANKET UTILITY, UNDERGROUND UTILITY AND TRANSFORMER PAD EASEMENTS HEREIN GRANTED TO LUBBOCK POWER AND LIGHT COMPANY, SOUTHWESTERN PUBLIC SERVICE COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY AS REQUIRED TO SERVE LOT 2.

DESCRIPTION 11

1518.1

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1210 AVENUE Q
LUBBOCK, TEXAS
79401

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2024-O0006, abandoning and closing an underground streetlight cable easement located in Lincoln 16 Addition, Lot 323, South Queens Street, in the west portion of Section 6, Block JS, Lubbock County, Texas.

Item Summary

On January 9, 2024, the City Council approved the first reading of the ordinance.

The City of Lubbock is in receipt of a request to abandon and close an underground streetlight cable easement located in Lincoln 16 Addition, Lot 323, South Queens Street, in the west portion of Section 6, Block JS.

The total area of the easements being closed is 219.98 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.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Signed Ordinanace - Section 6, Block JS
Section 6, Block JS - Lot 323 GIS map

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF AN UNDERGROUND STREET LIGHT CABLE EASEMENT LOCATED IN SECTION 6, BLOCK JS, 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 easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described in the attached Exhibits "A."

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2023.

Passed by the City Council on second reading this ____day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

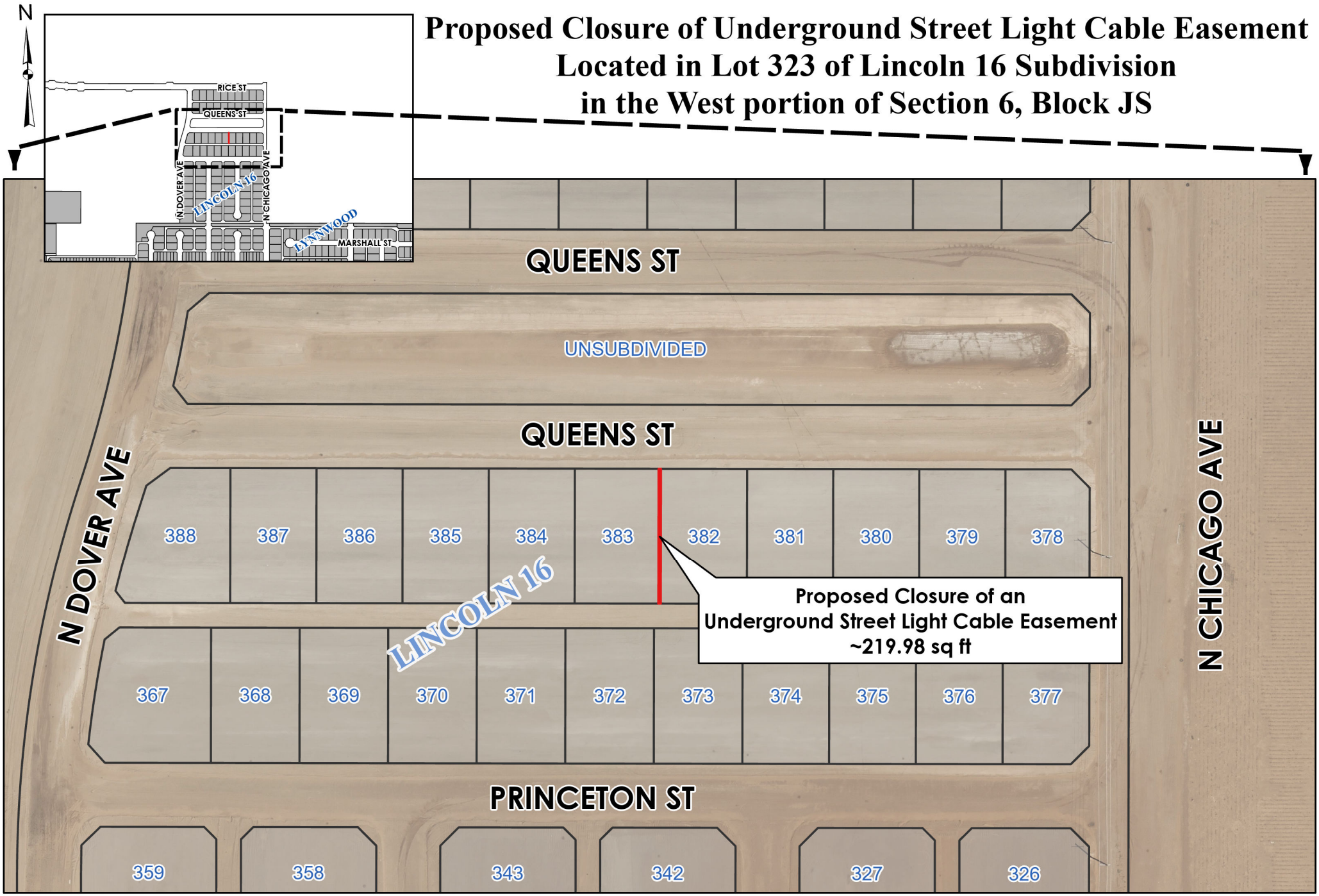
APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Proposed Closure of Underground Street Light Cable Easement Located in Lot 323 of Lincoln 16 Subdivision in the West portion of Section 6, Block JS



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

AI# 12228
Regular City Council Meeting 6. 11.
01/23/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Dedication Deed and all related documents, from DSE Properties, Ltd., in connection with certain real property located in Section 38, Block AK, GC & SF R.R. Co. Survey, 689, Tract 9A1 & 11D, of the Lowery Subdivision, Lubbock County, Texas, to be utilized for streets, public use, right of way, utilities, and other public purposes.

Item Summary

DSE Properties, Ltd. is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 34th Street to 50th Street Capital Improvements Bond Project, on the west side of Upland Avenue.

The proponents will dedicate a 5,455 square foot tract of land and a 12,718 square foot tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is $72,692, plus closing costs. This acquisition is funded in Capital Improvements Project 92815, Upland Avenue: 34th Street to 50th Street – 22B

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Parcel 13 Resolution
Parcel 13 - Signed Deed
Budget Detail
92815 - Upland Ave from 34th St to 50th St - 22B
Parcel 13 Tract 1 GIS map
Parcel 13 Tract 2 GIS map

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock a Dedication Deed in connection with certain real property located in the Section 38, Block AK, GC & SF R.R. Co. Survey, Abstract No. 689, Tract 9A1 & 11D, of the Lowery Subdivision, Lubbock County, Texas, to be utilized for streets, public use, right of way, utilities, and other public purposes, and all related documents. Said Dedication Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
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.Dedication Deed- Section 38, Block AK

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

Upland Avenue – 34th Street to 50th Street
Parcel No. 13
Upland Avenue, Lubbock, Texas 79407
BLK AK SEC 38 AB 689 TR 9A1 & 11D LOWERY SUB

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

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 28 day of NOVEMBER, 2023.

GRANTOR(S):

DSE Properties, Ltd.,
a Texas Limited Partnership

BY: WJD Enterprises, LLC,
a Texas limited liability company,
its General Partner

William Jewel Davis, Sr.

By: William Jewel Davis, Sr., Sole Manager

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 28 day of NOVEMBER, 2023 by William Jewel Davis, Sr., as the Sole Manager of WJD Enterprises, LLC, a Texas limited liability company, as general partner of, DSE Properties, Ltd., a Texas Limited Partnership.

The acknowledging person personally appeared by:

☒ physically appearing before me.

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

Becky Jo Gaines

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 2-6-2025

BECKY JO GAINES
My Notary ID # 126797233
Expires February 6, 2025

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

City of Lubbock
Capital Project
Project Cost Detail
January 23, 2024

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

Encumbered/Expended	**Budget**
COL Staff Time	$24,060
Freese and Nichols, Inc. Contract 17074	1,639,143
Freese and Nichols, Inc. Contract 17074 Amendment 1	393,388
Agenda Item January 23, 2024	
Parcel 3 - ROW Acquisition	9,580
Parcel 4 - ROW Acquisition	14,619
Parcel 13 - ROW Acquisition	72,692
Parcel 20 - ROW Acquisition	858
Encumbered/Expended To Date	2,154,340
Estimated Cost for Remaining Appropriation	
Construction	15,345,660
Remaining Appropriation	15,345,660
Total Appropriation	$17,500,000

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

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

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

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project Dates

Design Start Date: 01/2023
Design Completion: 01/2024
Bid for Constuction:01/2024
Award Construction: 03/2024
Project Completion: 09/2025

Project History

Project Location

Upland Ave - 34th to 50th St

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$4,000,000	$13,500,000	$0	$0	$0	$0	$0
TOTAL	**$4,000,000**	**$13,500,000**	**$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 Obligation Bonds	$4,000,000	$13,500,000	$0	$0	$0	$0	$0
TOTAL	**$4,000,000**	**$13,500,000**	**$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**

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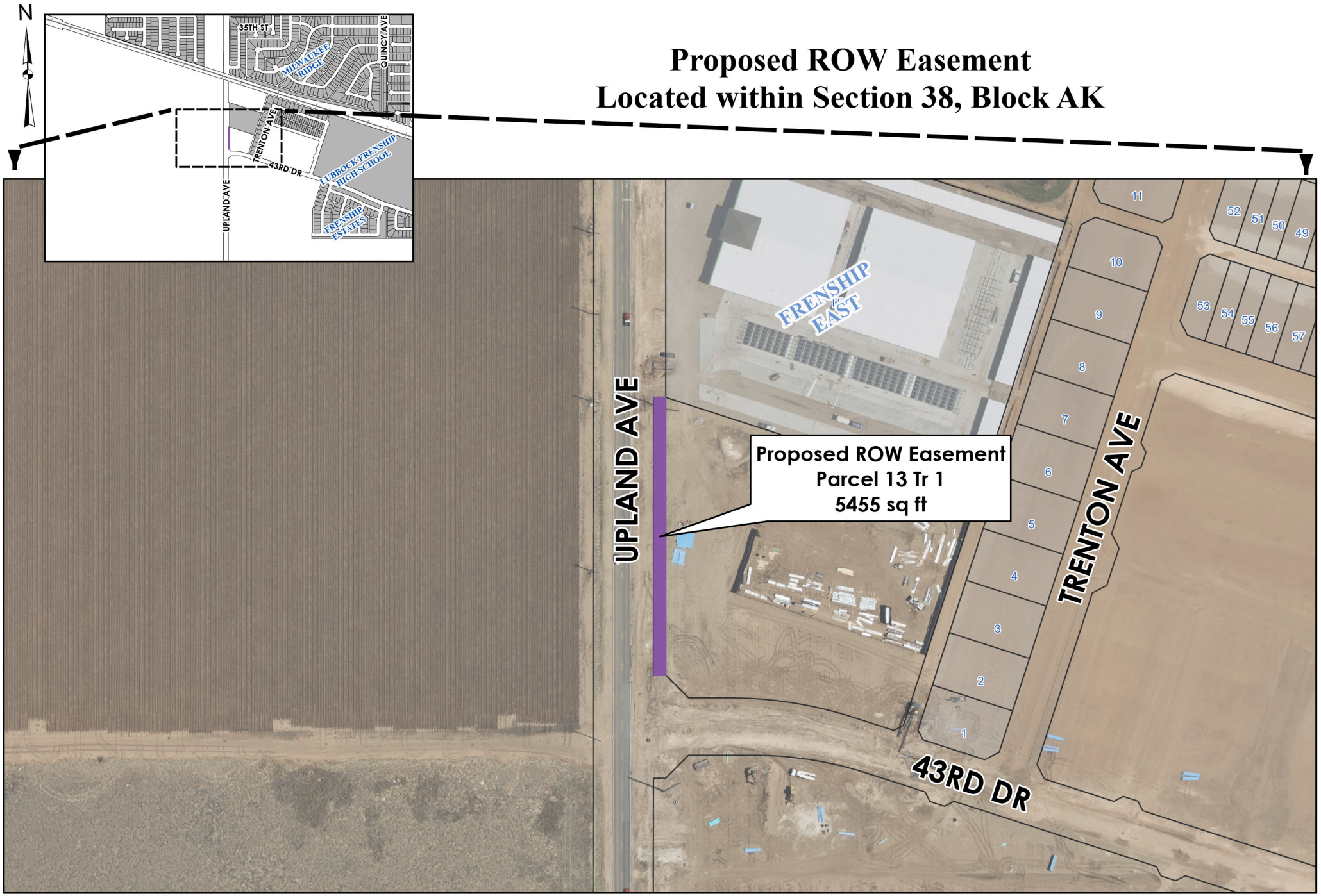
Proposed ROW Easement
Located within Section 38, Block AK



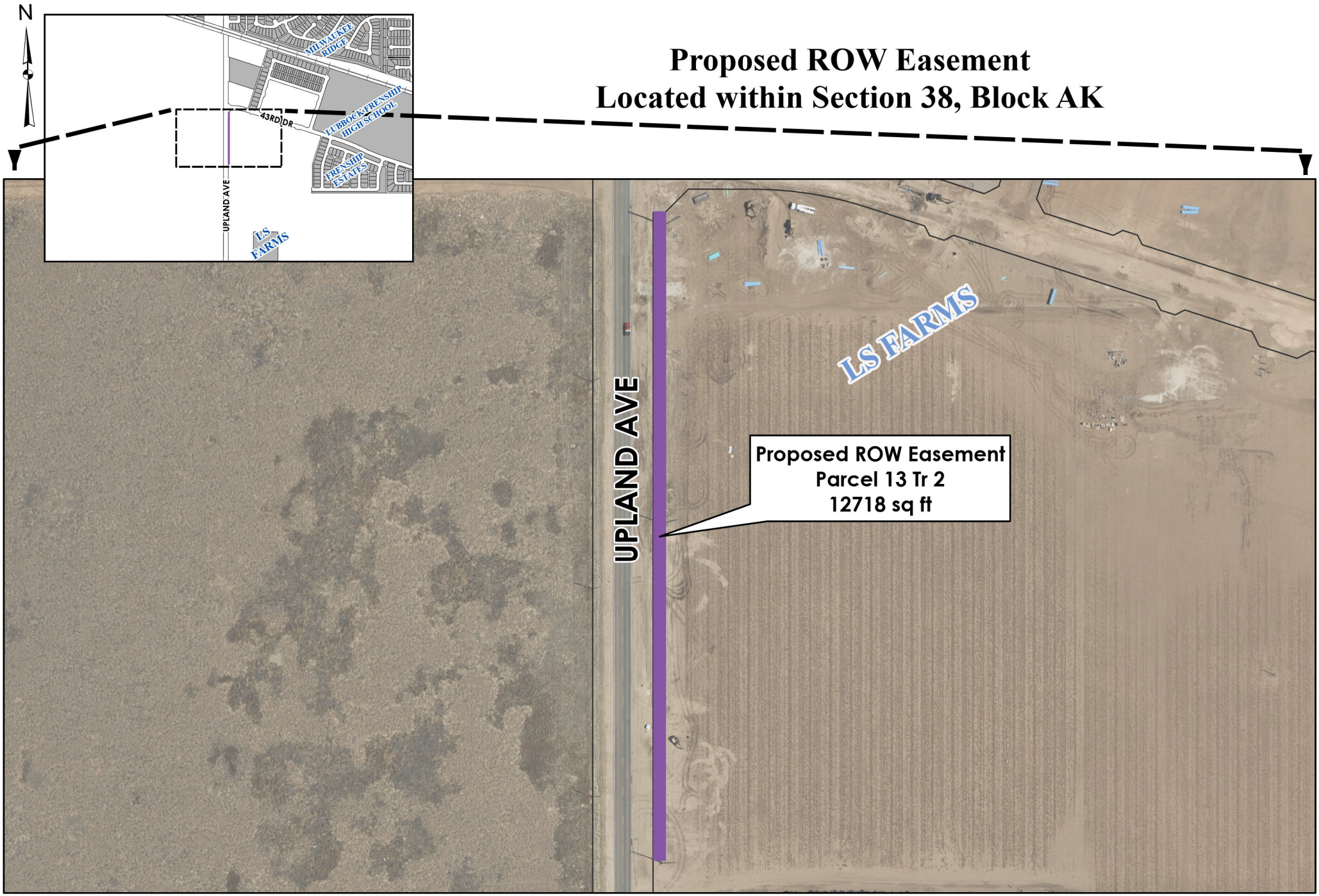
0 2,500 5,000 10,000 Feet

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 ROW Easement
Located within Section 38, Block AK



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

AI# 12217
Regular City Council Meeting 6. 12.
01/23/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Dedication Deed in connection with certain real property out of Lot 1 of the LS Farms Addition to the City of Lubbock, located in the Section 38, Block AK, GC & SF R.R. Co. Survey, Lubbock County, Texas, to be utilized for streets, public use, right-of-way and other public purposes, and all related documents.

Item Summary

Richard Dale Rice Jr. is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 34th Street to 50th Street Capital Improvements Bond Project, on the north side of 50th Street east of Upland Avenue.

The proponents will dedicate 77 square feet of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is $858 plus closing costs. This acquisition is funded in Capital Improvements Project 92815, Upland Avenue: 34th Street to 50th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Parcel 20 Resolution
Parcel 20 - Signed Deed
Budget Detail
92815 - Upland Ave from 34th St to 50th St - 22B
Parcel 20 GIS map

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock a Dedication Deed in connection with certain real property out of Lot 1 of the LS Farms Addition to the City of Lubbock, located in the Section 38, Block AK, GC & SF R.R. Co. Survey, Lubbock County, Texas, to be utilized for streets, public use, right of way and other public purposes, and all related documents. Said Dedication Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
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.Dedication Deed- Section 38, Block AK

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

Upland Avenue - 34th Street to 50th Street
Parcel No. 20
7112 50th Street, Lubbock Texas 79407
LS Farmers L1

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

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

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

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

GRANTOR is retaining title to the following improvements ("Retained Improvements") located on the Property, to wit: *Pipe Fencing (appx 56 LF)*

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 29th day of November, 2023

GRANTOR:
Richard Dale Rice, Jr., a single man

Richard Dale Rice, Jr., a single man

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 29TH day of NOVEMBER, 2023 by RICHARD DALE RICE, JR. The acknowledging person personally appeared by:

☒ physically appearing before me.

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

JAYSON HANDY
Notary Public, State of Texas
Comm. Expires 09-13-2026
Notary ID 134000613

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 9/13/2023

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

EXHIBIT "A"

RIGHT-OF-WAY DESCRIPTION – PARCEL R313361

Field notes describing a 0.002 acre Right-of-Way out of Lot 1 of the LS Farms Addition to the City of Lubbock, located in Section 38, Block AK, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

Being a 0.002 acre tract of land out of Lot 1 of the LS Farms Addition to the City of Lubbock, Lubbock County, Texas, as recorded in County Clerk File Number 2020025722, Official Public Records, Lubbock County, Texas, situated in Section 38, Block AK, of the GC & SF RR Co. Survey, Lubbock County, Texas, and is further described by metes and bounds as follows;

BEGINNING at a 3/8 inch iron rod with yellow cap stamped "HUGO REED & ASSOC." (N: 7,265,472.58', E: 910,802.86') Found for the Southwest corner of this tract and said LS Farm Addition, and being the same as the Southeast corner of a called 5.151 acres tract described in a Special Warranty Deed to Shag Holdings, LLC., recorded in County Clerk File Number 2022038358, Official Public Records, Lubbock County, Texas, and a Special Warranty Deed to Donald Dean Trew, recorded in County Clerk File Number 2022040883, Official Public Records, Lubbock County, Texas, on the North line of 50th Street (Total 110 feet Right-of-Way) described in a Street Dedication Deed, recorded in County Clerk File Number 2006054102, Official Public Records, Lubbock County, Texas, from which a Railroad Spike (N: 7,265,432.14', E: 910,352.04') Found for the Southwest corner of said Section 38, bears South 01°43'08" West, 55.00 feet and North 88°08'38" West, 449.41 feet;

THENCE North 01°43'08" East, along the common West line of said LS Farms Addition and East line of said called 5.151 acres tract, a distance of **2.76 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" Set for the Northwest corner of this tract;

THENCE South 85°18'23" East, a distance of **55.81 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,265,470.77', E: 910,858.57') Set for the East corner of this tract, on the common South line of said LS Farms Addition and North line of said 50th Street;

THENCE North 88°08'38" West, along said common line, a distance of **55.73 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.002 acres (77 square feet).

EXHIBIT "A"

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

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

2023-09-18

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

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

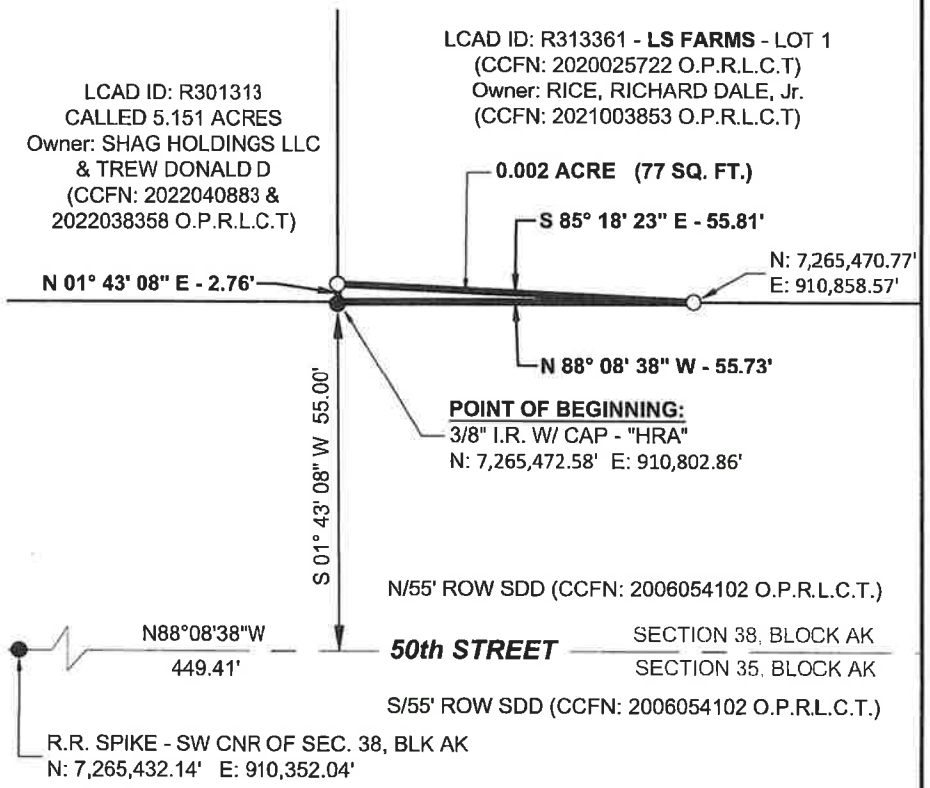
7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"

GRAPHIC SCALE
(in feet)
30 0 15 30
1 inch = 30 ft.

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

NORTH



NOTES:

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

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

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

STATE OF TEXAS
REGISTERED
JEFFREY L. FANSLER
4348
PROFESSIONAL
LAND SURVEYOR

Jeffrey L. Fansler 2023-09-18

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

DATE: 09/18/2023	SCALE: 1" = 30'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 3	JOB NUMBER: 2302-013-02
SHEET ID: 2302-013-02-R313361-SURFACE (SF=1.00021).dwg	

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A 0.002 ACRE (77 Sq. Ft.) RIGHT-OF-WAY OUT OF LOT 1, OF THE LS FARMS ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY TEXAS, LOCATED IN SECTION 38, BLOCK AK, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

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

City of Lubbock
Capital Project
Project Cost Detail
January 23, 2024

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

Encumbered/Expended	**Budget**
COL Staff Time	$24,060
Freese and Nichols, Inc. Contract 17074	1,639,143
Freese and Nichols, Inc. Contract 17074 Amendment 1	393,388
Agenda Item January 23, 2024	
Parcel 3 - ROW Acquisition	9,580
Parcel 4 - ROW Acquisition	14,619
Parcel 13 - ROW Acquisition	72,692
Parcel 20 - ROW Acquisition	858
Encumbered/Expended To Date	2,154,340
Estimated Cost for Remaining Appropriation	
Construction	15,345,660
Remaining Appropriation	15,345,660
Total Appropriation	$17,500,000

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

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

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

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project Dates

Design Start Date: 01/2023
Design Completion: 01/2024
Bid for Constuction:01/2024
Award Construction: 03/2024
Project Completion: 09/2025

Project History

Project Location

Upland Ave - 34th to 50th St

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$4,000,000	$13,500,000	$0	$0	$0	$0	$0
TOTAL	**$4,000,000**	**$13,500,000**	**$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 Obligation Bonds	$4,000,000	$13,500,000	$0	$0	$0	$0	$0
TOTAL	**$4,000,000**	**$13,500,000**	**$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**

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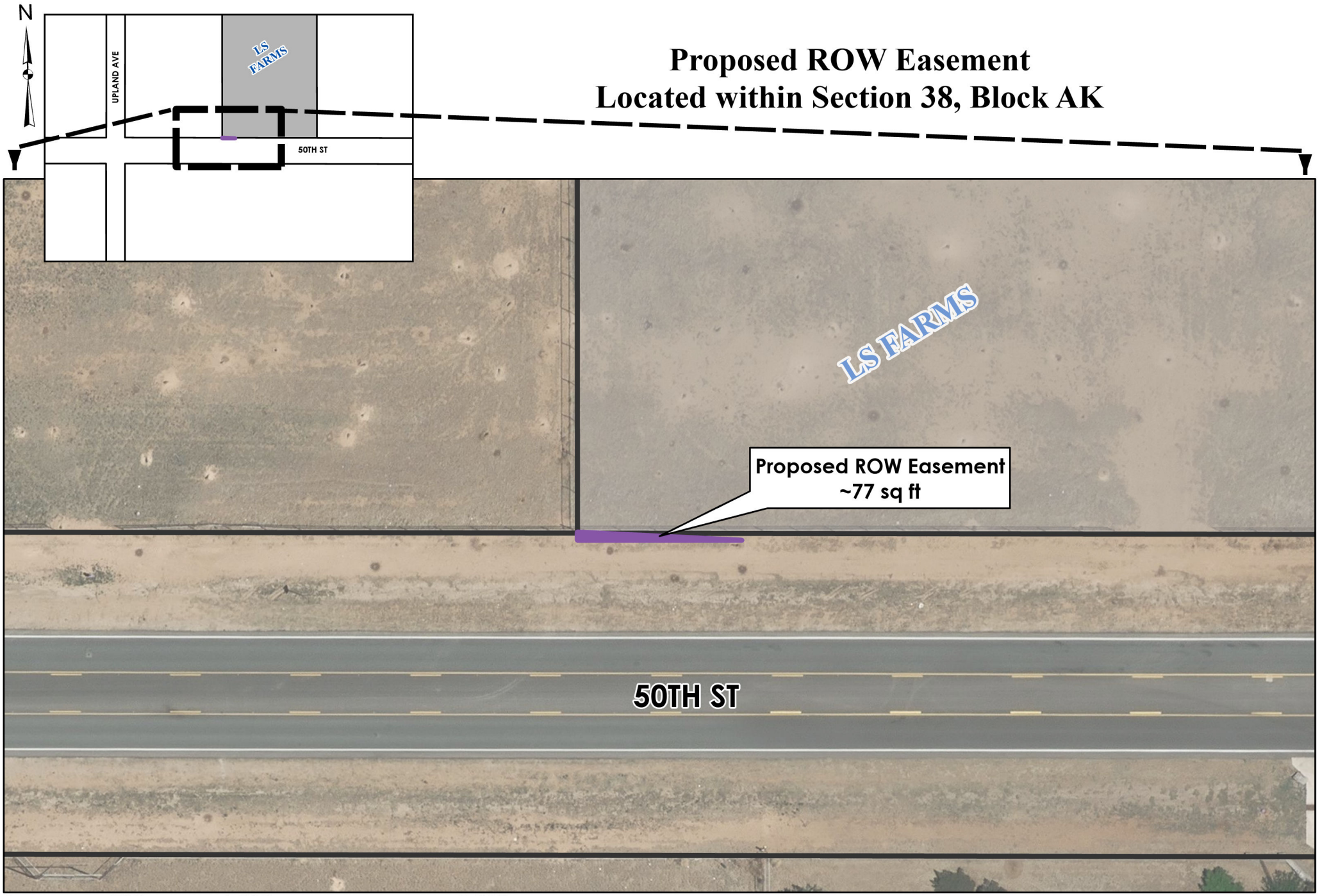
Proposed ROW Easement
Located within Section 38, Block AK



0 500 1,000 2,000 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2022

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Dedication Deed, and all related documents, from James Duane Armstrong and wife, Jane Anne Armstrong, in connection with certain real property located in Section 39, Block AK, GC & SF R.R. Co. Survey, Lubbock County, Texas, for street right-of-way to be utilized for streets, public use, right-of-way, utility, and other public purposes.

Item Summary

James Duane Armstrong and wife, Jane Anne Armstrong are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue 34th Street to 50th Street Capital Improvements Bond Project, on the west side of Upland Avenue.

The proponents will dedicate 1,896 square feet of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is $9,480 plus closing costs. This acquisition is funded in Capital Improvements Project 92815, Upland Avenue: 34th Street to 50th Street – 22B

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Parcel 3 Resolution
Parcel 3 - Signed Deed
Budget Detail
92815 - Upland Ave from 34th St to 50th St - 22B
Parcel 3 GIS Map

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock a Dedication Deed in connection with certain real property located in the Section 39, Block AK, GC & SF R.R. Co. Survey, Lubbock County, Texas, to be utilized for streets, public use, right of way, utility, and other public purposes, and all related documents. Said Dedication Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
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.Dedication Deed- Section 39, Block AK

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

Upland Avenue – 34th Street to 50th Street
Parcel No. 3
3408 Upland Avenue, Lubbock, Texas 79407
BLK AK SEC 39 AB 228 TR A7

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

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 10th day of November, 2023

GRANTOR:
James Duane Armstrong and wife, Jane Anne Armstrong

James Duane Armstrong

Jane Anne Armstrong

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 10TH day of NOVEMBER 2023 by James Duane Armstrong. The acknowledging person personally appeared by:

☒ physically appearing before me.

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

JAYSON HANDY
Notary Public, State of Texas
Comm. Expires 09-13-2026
Notary ID 134000613

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 9-13-2026

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 10TH day of NOVEMBER, 2023 by Jane Anne Armstrong. The acknowledging person personally appeared by:

☒ physically appearing before me.

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

JAYSON HANDY
Notary Public, State of Texas
Comm. Expires 09-13-2026
Notary ID 134000613

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 9-13-2026

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

EXHIBIT "A"

RIGHT-OF-WAY DESCRIPTION – PARCEL R128590

Field notes describing a 0.04 acre Right-of-Way out of the remainder of a called 2.00 acres tract of land located in Section 39, Block AK, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

Being a 0.04 acre tract of land out of the remainder of a called 2.00 acres tract, described in a deed to James Duane and Jane Ann Armstrong, recorded in Volume 3266, Page 102, Official Public Records, Lubbock County, Texas, situated in Section 39, Block AK, of the GC & SF R.R. Co. Survey, Lubbock Texas, and further described by metes and bounds as follows;

BEGINNING at a Point for the Northeast corner of this tract (N: 7,270,331.85', E: 910,471.64'), in the South line of a called 0.96 acre tract described in a deed to Steven Ross Richardson, recorded in County Clerk File Number 2008003296, Official Public Records, Lubbock County, Texas, and on the West line of a 40 feet wide Lubbock County Right-of-Way Easement for Upland Avenue described in Volume 486, Page 428, Official Public Records, Lubbock County, Texas, from which a Railroad Spike (N: 7,270,713.46', E: 910,524.09') Found for the Northeast corner of said Section 39, bears South 88°08'03" East, 40.00 feet and North 01°51'57" East, 383.12 feet;

THENCE South 01°51'57" West, along the West line of said Upland Avenue, a distance of **126.39 feet** to a Point for the Southeast corner of this tract on the South line of said called 2.00 acres tract;

THENCE North 88°08'03" West, along the South line of said called 2.00 acres tract, a distance of **15.00 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,270,206.01', E: 910,452.53') Set for the Southwest corner of this tract, from which a 1 inch iron pipe Found for the Southwest corner of said called 2.00 acres tract, bears North 88°08'03" West, 304.99 feet;

THENCE North 01°51'57" East, a distance of **126.39 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,270,332.34', E: 910,456.65') Set, in the South line of said called 0.96 acre tract for the Northwest corner of this tract, from which the Southwest corner of said called 0.96 acre tract bears North 88°08'03" West, 305.06 feet, and a 1/2 inch iron rod with an illegible cap Found in reference to said corner bears North 88°08'03" West, 0.74 feet;

THENCE South 88°08'03" East, along the south line of said 0.96 acre tract, a distance of **15.00 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.04 acre (1,896 square feet).

EXHIBIT "A"

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

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

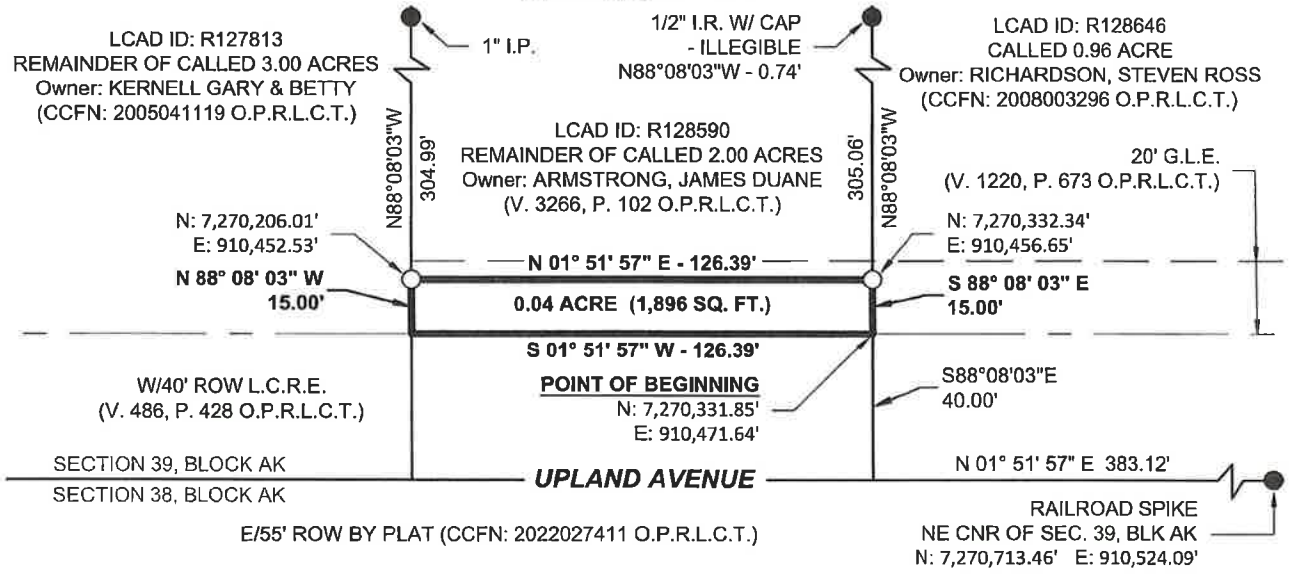
Jeffrey L. Fansler 2023-08-25

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

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

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"



NORTH

GRAPHIC SCALE
(in feet)

50 0 25 50

1 inch = 50 ft.

LEGEND
P.O.B. = POINT OF BEGINNING
I.R. = IRON ROD
I.P. = IRON PIPE
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ROW = RIGHT-OF-WAY
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V. / P. = VOLUME / PAGE
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O.P.R.L.C.T. = OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS
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● = MONUMENT FOUND (AS NOTED)
○ = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
= PROPERTY LINE
— — — — = EASEMENT LINE - AS DESCRIBED
= ADJOINING PROPERTY LINE
——— – ——— = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

NOTES:

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

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

Jeffrey L. Fansler 2023-08-25

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

DATE: 08/24/2023	SCALE: 1" = 50'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 3	JOB NUMBER: 2302-013-02
SHEET ID: 2302-013-02-R128590-SURFACE (SF=1.00021).dwg	

© copyright Cobb, Fendley & Associates, Inc.

A 0.04 ACRE (1,896 SQ. FT.) RIGHT-OF-WAY OUT OF THE REMAINDER OF A CALLED 2.00 ACRES TRACT OF LAND LOCATED IN SECTION 39, BLOCK AK, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

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

City of Lubbock
Capital Project
Project Cost Detail
January 23, 2024

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

Encumbered/Expended	**Budget**
COL Staff Time	$24,060
Freese and Nichols, Inc. Contract 17074	1,639,143
Freese and Nichols, Inc. Contract 17074 Amendment 1	393,388
Agenda Item January 23, 2024	
Parcel 3 - ROW Acquisition	9,580
Parcel 4 - ROW Acquisition	14,619
Parcel 13 - ROW Acquisition	72,692
Parcel 20 - ROW Acquisition	858
Encumbered/Expended To Date	2,154,340
Estimated Cost for Remaining Appropriation	
Construction	15,345,660
Remaining Appropriation	15,345,660
Total Appropriation	$17,500,000

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

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

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

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project Dates

Design Start Date: 01/2023
Design Completion: 01/2024
Bid for Constuction:01/2024
Award Construction: 03/2024
Project Completion: 09/2025

Project History

Project Location

Upland Ave - 34th to 50th St

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$4,000,000	$13,500,000	$0	$0	$0	$0	$0
TOTAL	**$4,000,000**	**$13,500,000**	**$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 Obligation Bonds	$4,000,000	$13,500,000	$0	$0	$0	$0	$0
TOTAL	**$4,000,000**	**$13,500,000**	**$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**

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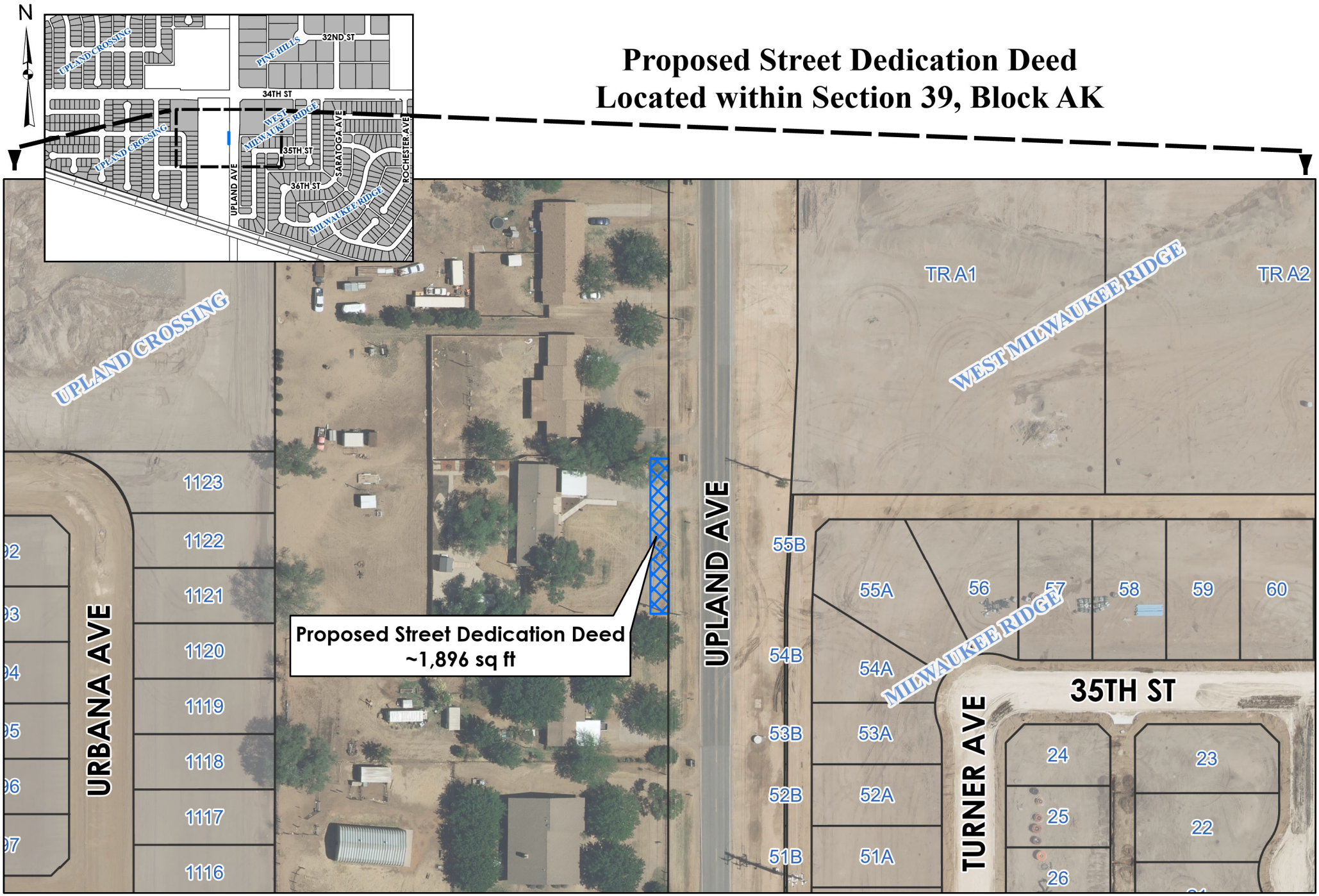
Proposed Street Dedication Deed
Located within Section 39, Block AK



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 accept, for and on behalf of the City of Lubbock, a Dedication Deed, and all related documents, from Gary Kernell and Betty Kernell, in connection with certain real property located in Section 39, Block AK, GC & SF R.R. Co. Survey, Lubbock County, Texas, to be utilized for streets, public use, right-of-way, utilities, and other public purposes.

Item Summary

Gary Kernell and Betty Kernell are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland: 34th Street to 50th Street Capital Improvements Bond Project, on the west side of Upland Avenue.

The proponents will dedicate 1,805 square feet of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is $14,618.82, plus closing costs. This acquisition is funded in Capital Improvements Project 92815, Upland Avenue: 34th Street to 50th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Parcel 4 Resolution
Parcel 4 - Signed Deed
Budget Detail
92815 - Upland Ave from 34th St to 50th St - 22B
Parcel 4 GIS Map

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock a Dedication Deed in connection with certain real property located in the Section 39, Block AK, GC & SF R.R. Co. Survey, Lubbock County, Texas, to be utilized for streets, public use, right of way, utilities, and other public purposes, and all related documents. Said Dedication Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
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.Dedication Deed- Section 39, Block AK

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

Upland Avenue – 34th Street to 50th Street
Parcel No. 4
3410 Upland Avenue, Lubbock, Texas 79407
BLK AK SEC 39 AB 228 TR A6

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

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 22nd day of December, 2023

GRANTOR:
Gary Kernell, a single man, and Betty Kernell, a single woman

Gary Kernell

Betty Kernell

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 22nd day of December, 2023 by Gary Kernell, a single man. The acknowledging person personally appeared by:

☒ physically appearing before me.

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

COLE JAMES FEWIN NOTARY PUBLIC STATE OF TEXAS ID 134589774 EXP. 10-04-2027

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 10-4-2027

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 22nd day of December, 2023 by Betty Kernell, a single woman. The acknowledging person personally appeared by:

☒ physically appearing before me.

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

COLE JAMES FEWIN NOTARY PUBLIC STATE OF TEXAS ID 134589774 EXP. 10-04-2027

NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 10-4-2027

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

EXHIBIT "A"

RIGHT-OF-WAY DESCRIPTION – PARCEL R127813

Field notes describing a 0.04 acre Right-of-Way out of the remainder of a called 3.00 acres tract of land located in Section 39, Block AK, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

Being a 0.04 acre tract of land out of the remainder of a called 3.00 acres tract of land described in a deed to Gary and Betty Kernell, recorded in County Clerk File Number 2005041119, Official Public Records, Lubbock County, Texas, situated in Section 39, Block AK, of the GC & SF R.R. Co. Survey, Lubbock Texas, and further described by metes and bounds as follows;

BEGINNING at a Point for the Northeast corner of this tract (N: 7,270,205.52', E: 910,467.52'), in the South line of the remainder of a called 2.00 acres tract, described in a deed to James Duane and Jane Ann Armstrong, recorded in Volume 3266, Page 102, Official Public Records, Lubbock County, Texas, and on the West line of a 40 feet wide Lubbock County Right-of-Way Easement for Upland Avenue described in Volume 486, Page 428, Official Public Records, Lubbock County, Texas, from which a Railroad Spike (N: 7,270,713.46', E: 910,524.09') Found for the Northeast corner of said Section 39, bears South 88°08'03" East, 40.00 feet and North 01°51'57" East, 509.51 feet;

THENCE South 01°51'57" West, along the West line of said Upland Avenue, a distance of **120.32 feet** to a Point on the common South line of said called 3.00 acre tract and North line of a called 2.72 acres tract described in a Special Warranty Deed to D & M Myers Trust, recorded in County Clerk File Number 2018047791, Official Public Records, Lubbock County, Texas, for the Southeast corner of this tract;

THENCE North 88°08'03" West, along said common line, a distance of **15.00 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,270,085.75', E: 910,448.61') Set for the Southwest corner of this tract, from which a 1/2 inch iron pipe Found for reference to the Southwest corner of said called 3.00 acres tract, bears North 88°08'03" West, 304.36 feet;

THENCE North 01°51'57" East, a distance of **120.32 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,270,206.01', E: 910,452.53') Set in the South line of said called 2.00 acres tract for the Northwest corner of this tract, from which a 1 inch iron pipe Found for the Southwest corner of said called 2.00 acres tract, bears North 88°08'03" West, 304.99 feet;

THENCE South 88°08'03" East, along the South line of said called 2.00 acres tract, a distance of **15.00 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.04 acre (1,805 square feet).

EXHIBIT "A"

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

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

Jeffrey L. Fansler 2023-08-25

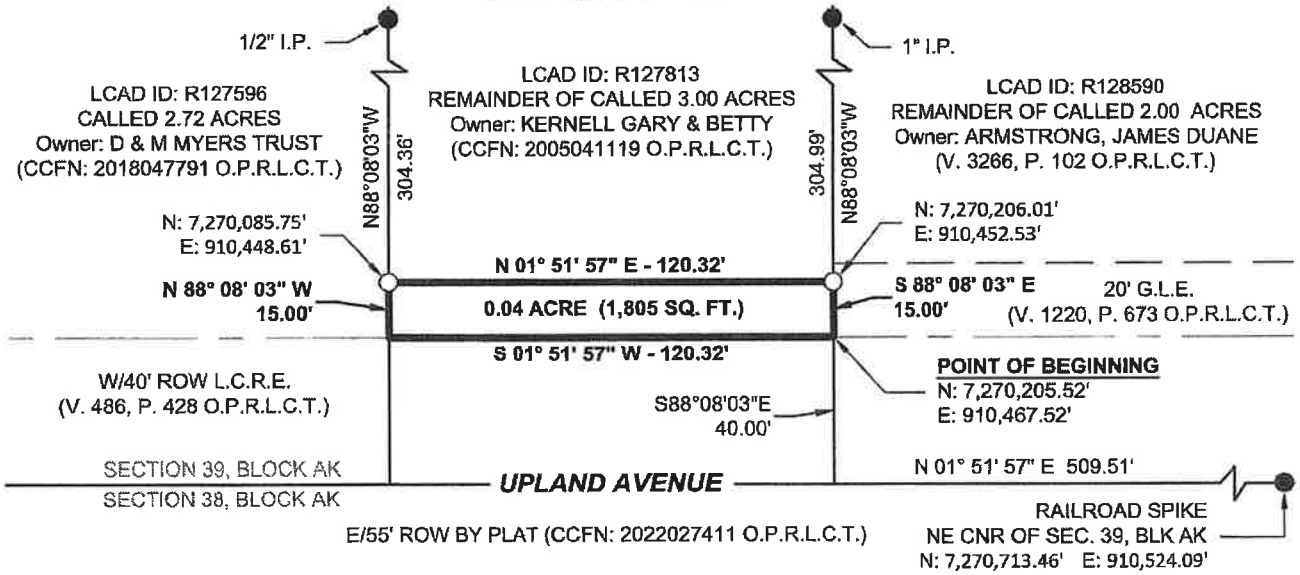
STATE OF TEXAS
REGISTERED
JEFFREY L. FANSLER
4348
PROFESSIONAL
LAND SURVEYOR

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

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

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"



NORTH

GRAPHIC SCALE
(in feet)

50 0 25 50

1 inch = 50 ft.

LEGEND
P.O.B. = POINT OF BEGINNING
I.R. = IRON ROD
I.P. = IRON PIPE
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Jeffrey L. Fansler 2023-08-25

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

STATE OF TEXAS
REGISTERED
JEFFREY L. FANSLER
4348
PROFESSIONAL
LAND SURVEYOR

DATE: 08/24/2023	SCALE: 1" = 50'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 3	JOB NUMBER: 2302-013-02
SHEET ID: 2302-013-02-R127813-SURFACE (SF=1.00021).dwg	

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CobbFendley
TBPELS Surveying Firm Registration No. 10046700
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Phone: 806.993.0071 | www.cobbfendley.com

City of Lubbock
Capital Project
Project Cost Detail
January 23, 2024

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

Encumbered/Expended	**Budget**
COL Staff Time	$24,060
Freese and Nichols, Inc. Contract 17074	1,639,143
Freese and Nichols, Inc. Contract 17074 Amendment 1	393,388
Agenda Item January 23, 2024	
Parcel 3 - ROW Acquisition	9,580
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Parcel 20 - ROW Acquisition	858
Encumbered/Expended To Date	2,154,340
Estimated Cost for Remaining Appropriation	
Construction	15,345,660
Remaining Appropriation	15,345,660
Total Appropriation	$17,500,000

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

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

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

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Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project Dates

Design Start Date: 01/2023
Design Completion: 01/2024
Bid for Constuction:01/2024
Award Construction: 03/2024
Project Completion: 09/2025

Project History

Project Location

Upland Ave - 34th to 50th St

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$4,000,000	$13,500,000	$0	$0	$0	$0	$0
TOTAL	**$4,000,000**	**$13,500,000**	**$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 Obligation Bonds	$4,000,000	$13,500,000	$0	$0	$0	$0	$0
TOTAL	**$4,000,000**	**$13,500,000**	**$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**

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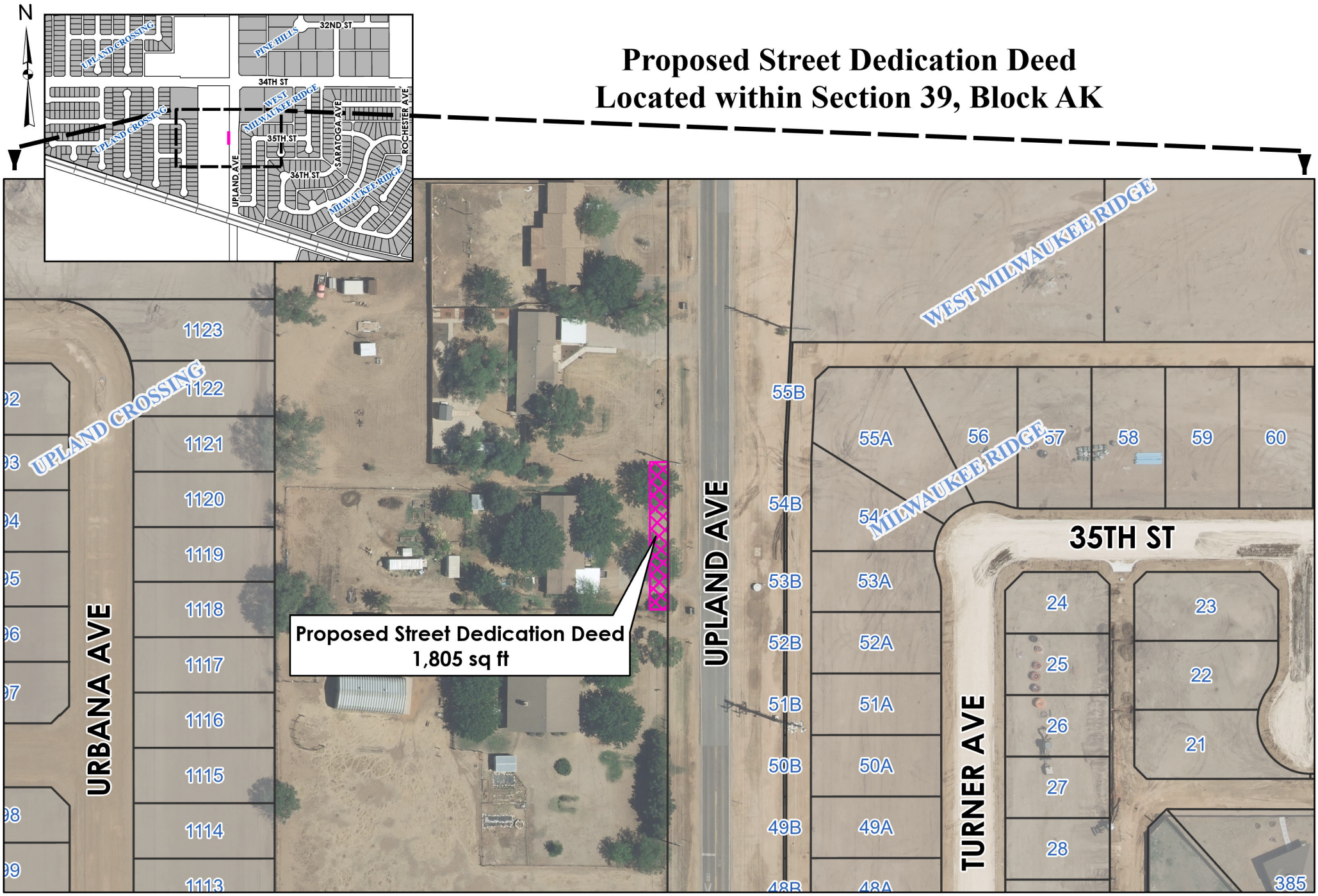
Proposed Street Dedication Deed
Located within Section 39, Block AK



0 125 250 500 Feet

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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, and related documents, by and between the City of Lubbock and Broadway Church of Christ, for a building encroachment in the street right-of-way, for a transformer, storage, and air conditioner chiller room.

Item Summary

Broadway Church of Christ is requesting a Street Use License for a building encroachment for a transformer, storage, and air conditioner chiller room on 504 square feet in the right-of-way on the south side of Main Street, east of Avenue T.

The term of the license is 20 years, payable every 5 years in advance, and each successive 5-year term not to exceed 20 years, unless either party provides written notice of termination to the other party. The license fee for each 5-year period is $1,513.20 paid in advance, pursuant to current City policy.

Fiscal Impact

$1,513.20 to the General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution - Broadway Church of Christ
Street Use License - Broadway Church of Christ
Broadway Church of Christ 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 Broadway Church of Christ, 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-Broadway Church of Christ

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 **BROADWAY CHURCH OF CHRIST,** 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 Main Street for a building encroachment for a transformer, storage, and air conditioner chiller room, and being further described as follows:

A portion of Main Street adjacent to Tract "A", Block 26, a replat of Block 26, Overton Addition to the City of Lubbock, Texas, being further described as follows:

BEGINNING at a point in the North line of said Tract "A", Block 26, and the South line of Main Street, which bears West a distance of 326.86 feet from the original Northeast corner of Block 26, Overton Addition to the City of Lubbock, Lubbock County, Texas;

THENCE North a distance of 5.2 feet;

THENCE East a distance of 97.00 feet;

THENCE, South a distance of 5.2 feet to a point which lies in the North line of said Tract "A", Block 26, and the South line of Main Street;

THENCE, West, along the North line of said Tract "A", Block 26, and South line of Main Street, a distance of 97.00 feet to the POINT of BEGININNG.

Said portion of a dedicated street being further described in the attached Exhibit "A".

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **1924 Broadway, Lubbock, Texas 79401,** 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 ONE THOUSAND FIVE HUNDRED THIRTEEN AND 20/100 ($1,513.20) 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

BROADWAY CHURCH OF CHRIST:

By: _____

Printed Name: Ciro Lee Flores

Title: Physical Plant Minister

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 §

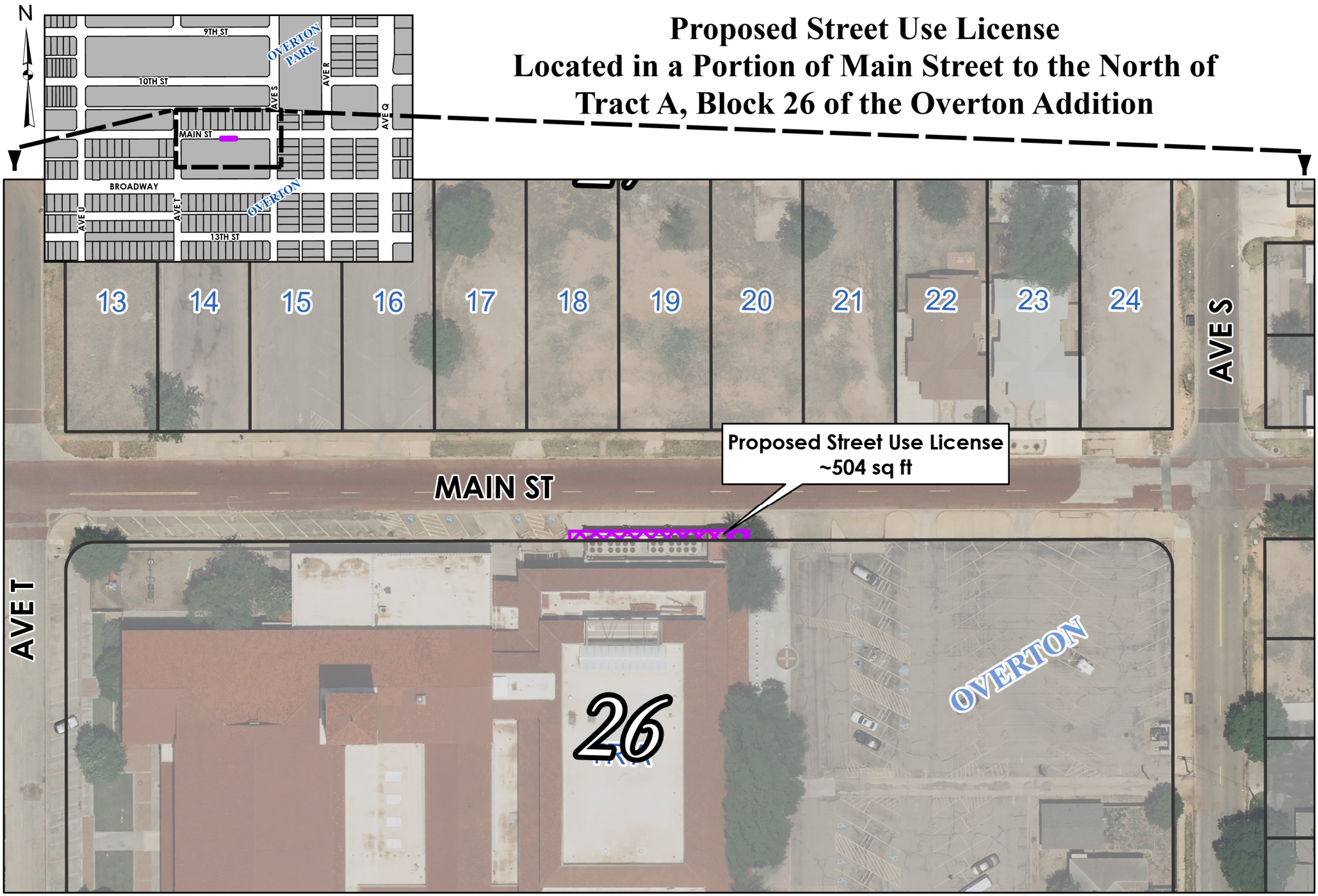
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Cara Lee Flores, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said **Broadway Church of Christ**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of January, 2024.

MICHAEL ONEIL
Notary Public, State of Texas
Comm. Expires 08-15-2027
Notary ID 134509138

Michael O'Neil
Notary Public in and for the State of Texas
My Commission Expires: 8/15/2027

Proposed Street Use License
Located in a Portion of Main Street to the North of Tract A, Block 26 of the Overton Addition



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2022

AI# 12162
Regular City Council Meeting 6. 16.
01/23/2024:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 16854, with Freese and Nichols, Inc., for the final design, as well as bid phase services, for the West Lubbock Water System Expansion Project.

Item Summary

West Lubbock has historically experienced lower water system pressures due to the increase in elevation towards the west, and lack of infrastructure in the area. To solve this issue, the City needs to create a new Pressure Zone (PZ) which will include a new pump station and a new elevated storage tank, which will improve overall water service to existing customers and provide capacity for planned development. This storage tank will also provide an opportunity to optimize pump station efficiencies within the City of Lubbock, reducing electrical, operations, and maintenance costs, as well as providing pressure during power outages.

Staff recommends awarding Amendment No. 1 to Contract 16854, with Freese and Nichols, Inc., for $1,397,276 and an additional 365 days, in order to produce an elevated storage tank and associated pipeline design, for the West Lubbock Water System Expansion Project.

Fiscal Impact

This Professional Services Agreement for $1,397,276, is funded in Capital Improvements Project 92806, West Lubbock Water System Expansion.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Amendment No. 1
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Professional Services Agreement Contract No. 16854 for engineering services for the West Lubbock water system expansion, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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 to PSA 16854 FNI WLBK water expansion
1.10.24

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

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT, Contract No. 16854, dated and entered into the 14th day of February 2023 by and between the City of Lubbock ("City") and Freese and Nichols, Inc. ("Engineer"), a Texas Professional Corporation, for providing engineering services related to the West Lubbock water system expansion ("Project").

WITNESSETH:

WHEREAS, the City desires to increase the scope of the work to be performed by Engineer on the Project to provide for the West Lubbock elevated storage tank design. The details of work to be performed and associated additional fees are described in Exhibits A-B, attached hereto and incorporated herein. The additional services shall be provided for an amount not exceed one million three hundred ninety-seven thousand two hundred and seventy-six dollars and 00/100 ($1,397,276.00). The term of the contract shall be extended 365 days to complete the additional services herein.

WHEREAS, all other portions of the original Agreement shall remain in place and are not altered by this amendment.

NOW, THEREFORE, the City and Engineer agree to the terms of this FIRST AMENDMENT:

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

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

FREESE AND NICHOLS, INC.

By: _____
Nicholas Lester, P.E., Vice President/Principal

EXHIBIT A
SCOPE OF SERVICES FOR:
WEST LUBBOCK ELEVATED STORAGE TANK DESIGN
PRELIMINARY DESIGN AND FINAL DESIGN

GENERAL:

A. West Lubbock Elevated Storage Tank (EST) Design (The "Project") includes the project administration and design for the following facilities:
   1. Design of one 2.0 MG EST
   2. Design of up to 5,300 LF of 24" Water Line along 50th Street between Inler and Alcove
   3. Design of up to 5,300 LF of 12" Water Line along Inler between 34th and 50th Street
   4. Design, bid & award, and construction phase services for pump station improvements.

B. The Project will be three bid packages:
   1. Construction of one 2.0 MG EST Bid Package.
   2. Construction of up to 5,300 LF of 24" Water Line, and Construction of up to 5,300 LF of 12" Water Line Bid Package.
   3. Construction of pump station improvements.

C. This contract will include:
   1. Design of one EST, including drainage analysis and site work.
   2. Bid and Award of the EST Bid Package.
   3. Design of up to 5,300 LF of 24" Water Line, and Construction of up to 5,300 LF of 12" Water Line.
   4. Bid and Award of up to 5,300 LF of 24" Water Line, and Construction of up to 5,300 LF of 12" Water Line.
   5. Bid and Award of the pump station improvements.
   6. Resident Representative services for pump station improvements (six-weeks).

BASIC SERVICES: The Basic Services include the project administration, preliminary investigations and reports, preparation of detailed design, as set forth herein, and construction documents. Construction bid and award services and construction phase services are also included in basic services. Engineer sometimes referred to as "FNI" shall render the following professional services in connection with the development of the Project:

A. GENERAL SCOPE OF SERVICES TASKS: ENGINEER will provide the following as part of the preliminary and final design phase of The Project:
   1. Attend a kick-off meeting to clarify OWNER'S requirements for the Project, review pertinent data,

review Project staffing and organization, and present the initial work plan and schedule.

2. Provide administration and managements of The Project. Review ongoing activities. Monitor schedule and budget. Review progress with OWNER on a regular basis. Discuss issues with the OWNER as they are noted. Attend coordination meetings (up to 4) with the OWNER. Prepare and distribute minutes of the meetings. All meetings provided for in this Agreement shall occur at the offices of the OWNER, or other location determined by the OWNER.
3. Provide monthly update reports which include the following:
    - •Status of the work
    - •Major tasks to be completed in the next month
    - •Discussion of major issues
    - •Scope changes to project scope or Engineer's scope
    - •Project budget update (if major changes since the last update)
    - •Project schedule update (if major changes since the last update)
    - •Status of deliverables

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

1. Public Meetings: FNI will meet with the City and Lubbock citizens for up to one (1) public meeting where the chosen site locations will be presented along with proposed concepts, site renderings, and site requirements. FNI will provide shadow cast studies to aid in these meetings. Refer to special services for additional detail on tank rendering and shadow cast study assumptions for each EST. One (1) public meeting is assumed prior to construction of the tank.
2. Design Milestones: Once site selection for the EST has been finalized, FNI will commence final design of the project. Design submittals for each EST bid package shall be provided by FNI to the OWNER at 60% and 90%. The submittals shall include construction drawings, specifications, contract documents, bid proposal, updated schedule, and updated opinion of probable construction costs. Six (6) hard copies and one electronic copy of these items shall be submitted to the OWNER at each of the submittal dates. Workshops will be held with the Owner at 60% and 90% design milestones.
3. Design Scope (for EST): Provide final layout, elevation, details, and specifications for one (1) elevated storage tank, showing tank and pedestal, inlet and outlet lines, control valves, drains, overflow, interior and yard piping, access ladders, valves and vaults, re-circulation arrangement, manways, City provided logo, access roadway, fencing, and site drainage. Provide adequate detail to enable the tank manufacturer to prepare final design and shop drawings for the tank foundation and complete tank. Scope shall also include up to 5,300 linear feet of 24" water line and 5,300

linear feet of 12" water line design.

4. Active Mixing System and Chemical Feed Engineering (for EST): Provide plans, sections, details, process and instrumentation diagrams for an active mixing system and a booster chloramination chemical storage and feed facility. Both sodium hypochlorite and liquid ammonia sulfate are proposed for use at the site. Sampling and instrumentation (analyzers) to be included for monitoring and process control. Chemical storage and feed facility to be located in the pedestal of a composite tank.
5. Structural Engineering (for EST): Provide Structural plans, cross-sections, details, and specifications for the piping penetrations and tank overflow outfall structure. Elevated storage tank contractor is responsible for structural design of the tank and foundation. Elevated storage tank will be a delegated design, and not designed by FNI.
6. Electrical Engineering (for EST): Provide Electrical plans, details, and specifications for the elevated storage tank electrical equipment, instrumentation, controls, lighting, control valve, and security intrusion alarm features. Scope will also include radio path analysis and design and EST bowl LED lighting system design.
7. Roadway Design: Provide typical sections, roadway plan and profiles, removal layout and required details for the limits of roadway for the proposed platted site and for the portion of unpaved roadway along the proposed water line:
    - 26th Street, Wausau to Yuma, north half width of collector
    - Yuma, 26th to south limit of site, west half width of collector
8. Stormwater and Overflow Analysis (for EST): Perform site visit to document the existing drainage patterns and features. Collect previously-approved Drainage Analysis Reports (DARs) for the proposed sites and reference available Master Drainage Plan Data (MDP) where available. Drainage analysis requirements will vary based on proximity to an existing Special Flood Hazard Area (SFHA). Complete required analysis and submittal as identified in the Drainage Criteria Manual (DCM). Attend up to one meeting to discuss the site drainage at the EST site.

    For site without an approved DAR, delineate on-site and off-site drainage areas and runoff using the appropriate methodology based on the requirements set forth in the DCM. Calculate the capacity of on-site and off-site existing drainage features in the immediate vicinity of the site. Develop proposed drainage improvements on-site and immediately off-site using normal depth analysis to carry the larger of the site runoff or tank overflow, except where locations are in the influence of a playa. Prepare a drainage area map of the site reflecting the results of the stormwater and overflow analysis. For sites with an approved DAR, confirm that proposed condition complies with assumptions and calculations previously prepared. Update calculations, where required, to

accommodate the proposed site conditions. Prepare and submit the Drainage Improvements for Capital Projects Documentation Checklist.

9. FAA Coordination (for EST): Coordinate with FAA regarding siting, height, marking, and lighting requirements for the elevated storage tank.
10. Bid Set of Plans for Construction of one 2.0 MG EST: Provide plans, specifications, contract documents, and bid proposals for construction contract to complete this project.
11. Bid Set of Plans for Construction of up to 5,300 LF of 24" Water Line, and Construction of up to 5,300 LF of 12" Water Line: Provide plans (scale 1"=40'), specifications, contract documents, and bid proposals for construction contract to complete this project.
12. Bid Set of Plans for Construction of pump station improvements: Provide plans, specifications, contract documents, and bid proposals for construction contract to complete this project.
13. TCEQ Coordination (for EST): FNI to lead coordination efforts with TCEQ regarding the new elevated storage tank.
14. City of Lubbock permitting coordination: FNI to lead coordination efforts associated with the platting of the proposed site, including Site Plan Review and the Building Permit process.

C. BID OR NEGOTIATION PHASE. Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:

1. Bid Phase services will be performed for the following Competitive Sealed Proposal (CSP) bid packages:
   a. Construction of one 2.0 MG EST Bid Package.
   b. Construction of up to 5,300 LF of 24" Water Line, and Construction of up to 5,300 LF of 12" Water Line Bid Package.
   c. Construction of pump station improvements.
2. Assist OWNER in securing bids, issuing notice to bidders and notifying selected plan rooms. The notice to bidders will be furnished to OWNER for publication in the local news media. The cost for publications shall be paid by OWNER.
3. Distribute plans to bidders using the web-based CivCast utilized by Freese and Nichols for bidding projects. Cost for any bidder's requests for hard copies of bid documents will be paid for by bidder. Keep a record of prospective bidders and plan rooms and other parties to whom the bidding documents have been distributed. Advertise for bids on FNI's website, and keep the website

updated with addenda information, plan holder lists, and bidding information.

4. Attend one (1) virtual pre-bid conference for each construction contract.
5. Issue Addenda as appropriate to clarify, correct, or change the bidding documents.
6. Assist OWNER in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of contract as appropriate.
7. Assist OWNER in the preparation of documents for execution of the construction contract. FNI will conform the contract documents, make four (4) original copies for execution. FNI will also make ten (10) conformed copies of the plans and specifications for use by the Contractor and OWNER and Engineer. The ten (10) copies will include five (5) full size copies, five (5) half size copies, and electronic PDF copy.
8. The Bid and Award phase will be considered complete upon execution of the construction contracts and distribution of the conformed copies of the plans and specifications.

D. RESIDENT REPRESENTATIVE SERVICES FOR PUMP STATION: At the direction of the City, FNI will proceed with the performance of resident representative services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Six Weeks of Resident Repreentative services will be provided for the following:
    a. Construction of one (1) pump station in City's existing water system at direction of City
2. Construction Phase services provided as part of this amendment shall include six (6) weeks of on-site resident representation,

SPECIAL SERVICES: FNI shall render the following special services in connection with The Project:

A. **ENVIRONMENTAL PERMITTING REVIEW:** An FNI environmental scientist will assemble and review data such as aerial photographs, USGS topographic maps, National Wetlands Inventory (NWI) maps, and the USGS National Hydrography Dataset (NHD); conduct a site visit at two (2) proposed EST sites; review the proposed design with the design engineers; and prepare a technical memorandum to document what, if any, environmental permits/authorizations are required.

B. **PHASE 1 ENVIRONMENTAL SITE ASSESSMENT**: FNI shall conduct and prepare a Phase I Environmental Site Assessment (ESA) for one (1) proposed Elevated Storage Tank (EST) site in Lubbock, Texas. The Phase I ESA will be conducted based on standards published by the Environmental Protection Agency All Appropriate Inquiries (AAI) Final Rule and ASTM International (ASTM) under Standard Guideline E1527-21, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process." The following components will be included in the Phase I ESA report: a historical land use review, regulatory agency records review, site reconnaissance visit and interviews. The Phase I ESA does not include an investigation or survey for the presence of mold, lead-based paint, or asbestos.

C. **GEOTECHNICAL ENGINEERING (FOR EST):** FNI will perform the following geotechnical tasks (for EST):

Coordinate field activities for site access. Contact Texas One Call System and local utilities to locate buried utilities within existing easements and right-of-way. For each tank, provide three (3) borings to a depth of 35 feet at the proposed tank pedestal perimeter and one (1) boring to a depth of 60 feet at select locations. Provide a total of seven (7) borings to a depth of 15 feet along the proposed pipeline corridors to each tank site. During drilling, obtain soil samples for testing using 3-inch diameter Shelby tubes for cohesive soils and using a 2-inch diameter split-barrel sampler for non-cohesive soils. Perform Texas Cone Penetrometer (TCP) tests in rock and rock-like material. Backfill borings with cuttings and plug the upper foot of each boring with quick-setting concrete mix. During drilling, observations of seepage and groundwater will be recorded. Provide an engineer or geologist to log the borings, direct the drilling, record the blow counts from field tests, and handle and store the samples. Select samples for laboratory testing, assign tests, and review test results. Tests are expected include classification tests (liquid and plastic limits and percent passing the #200 Sieve), moisture contents, pressure swell tests, and unconfined compression tests. Review subsurface conditions and soil properties found by the field and laboratory work and discuss the implications for design with FNI engineers. FNI will prepare a technical memorandum of the geotechnical investigation for the tank bid package (1 total technical memoranda) presenting the boring locations, boring logs, lab test results and a discussion of general subsurface conditions at the site and their

impact on the design. The report will include recommendations for subgrade preparation below the tank, recommended foundation type(s) and allowable loading, pavement design and a general discussion of construction issues.

D. **SURVEYING:** FNI will retain and monitor and direct, through a subcontract, the efforts of a survey firm (Hugo Reed) to provide the following services:

1. Survey of one (1) EST site. Each site survey shall include the following:
   a. Coordinates/Elevations relative to NAD83/NAVD88.
   b. Property boundary.
   c. Elevations across body of property sufficient to produce 1-foot contours.
   d. Drainage features – flow line, breaklines, swales, crowns, curbs, gutters, ditches.
   e. Visible indications of underground utilities including manholes, inlets, valves, pull boxes, risers, poles and transformers.
   f. Other underground utilities based on markings, maps, and/or drawings provided by others as the result of a Texas811 locate.
   g. All existing trees over 3" in caliper measured 3' above ground level.
   h. Drainage structures – size, type, rim, and flow line (including headwalls features).
   i. Pipe size, type, and flow line elevations of sanitary sewer lines to be tied into at accessible manholes.
   j. Signage along adjacent streets and in parking areas
   k. Location of visible, existing improvements.
   l. Spot elevations in open areas.
   m. Minimum of 2 permanent control points for future construction.
2. ROW to ROW Topographic Survey of 10,600 LF Pipeline Corridor:
3. Survey top of nut for 100 valves along pressure zone boundary.
4. X,Y,Z Pothole Location Data for 10 Locations at proposed locations to be determined during design.

E. **LAND PLATTING AND EASEMENT DOCUMENT PREPARATION:** FNI will retain and monitor and direct, through a subcontract, the efforts of a survey firm (Hugo Reed) to provide the following services:

1. Boundary survey of properties necessary for title transfer and preparation of final plat (one site near 29th Street and Alcove).
2. Preparation of one (1) final plat for recording.

TIME OF PERFORMANCE: FNI is authorized to commence work on The Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

- Notice to Proceed from Owner – Fourth Quarter 2023
- Submit 90% Level Plans and Specifications for Construction of 2.0 MG EST – Second Quarter 2024
- Submit 100% Level Plans and Specifications for Construction of 2.0 MG EST – Third Quarter 2024

The above schedule is based upon OWNER review of the design submittals within two weeks of submittal.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. In the event FNI asserts that it is entitled to additional time, it shall provide notice to the OWNER as soon as reasonably practicable after the event allegedly causing such delay shall occur ("Delay Event"), but in no event to exceed five (5) business days after the occurrence of the Delay Event. FNI shall use and exercise all diligence to promptly remove or remediate such Delay Event. In the event notice of the Delay Event shall not be provided as prescribed herein, FNI shall not be entitled to relief from schedule as provided in this AGREEMENT. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, except any delays occasioned by subcontracts or sub consultants of FNI, and governmental approvals. These delays may result in an adjustment to compensation.

EXHBIT A, PART 2, ADDITIONAL SERVICES

WEST LUBBOCK ELEVATED STORAGE TANK DESIGN

PRELIMINARY DESIGN AND FINAL DESIGN

ADDITIONAL SERVICES: Additional project administration and design services to be performed by FNI, if authorized by Owner, which are not included in the above described General Service, Basic Services, and Special Services, are, except as may otherwise provided to be performed by FNI, described as follows:

A. Field layouts or the furnishing of construction line and grade surveys.

B. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.

C. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.

D. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work.

E. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.

F. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

G. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

H. Preparing Operation and Maintenance Manuals or conducting operator training.

I. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

J. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

K. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.

L. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT. This provision shall not apply to any expense related to a legal action to which FNI is a party.

M. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

N. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.

O. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

P. Services required to resolve bid protests or to rebid the projects for any reason other than fault of any type or degree of FNI.

Q. Visits to the site in excess of the number of trips included in the General Services, Basic Services, or Special Services for periodic site visits, coordination meetings, or contract completion activities.

R. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.

S. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form, except as noted in the scope of services.

T. Providing value engineering studies or reviews of cost savings proposed by others.

U. Prepurchase or preselection or any alternate contract structure or number of contracts other than stipulated in Exhibit A – Basic Services.

V. Provide any services after the satisfactory conclusion and completion of the General Services, Basic Services, and Special Services of the Project.

EXHIBIT B, PART 1 – BUDGET

WEST LUBBOCK ELEVATED STORAGE TANK DESIGN

PRELIMINARY DESIGN AND FINAL DESIGN

CITY and ENGINEER have established a not-to-exceed budget of $1,397,276 for the WEST LUBBOCK ELEVATED STORAGE TANK DESIGN PRELIMINARY DESIGN AND FINAL DESIGN to complete all services under this AGREEMENT. This amount will not be exceeded without a contract amendment agreed upon and executed by both parties to this agreement. CITY will pay the ENGINEER hourly, for services identified in Exhibit "A, Part 1", based on ENGINEERS Fee Schedule presented as EXHIBITS B, Parts 1-2. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT is provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Activities and tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

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

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

City of Lubbock
Capital Project
Project Cost Detail
January 23, 2024

Capital Project Number:	92806
Capital Project Name:	West Lubbock Water System Expansion

Encumbered/Expended	**Budget**
COL Staff Time	$ 10,529
Freese and Nichols, Inc. Contract 16854	1,775,295
Agenda Item January23, 2024	
Freese and Nichols, Inc Contract 16854 Amendment 1	1,397,276
Encumbered/Expended To Date	3,183,100
Estimated Cost for Remaining Appropriation	
Construction	4,191,900
Remaining Appropriation	4,191,900
Total Appropriation	$ 7,375,000

CIP 92806 West Lubbock Water System Expansion

Infrastructure Improvements

Project Manager: Josh Kristinek - Engineering

Project Scope

The area surrounding and near Reese Center indicate current model results show future pressure below the regulatory minimum average of 35 PSI due to anticipated growth and lack of municipal infrastructure.

Project Justification

The area surrounding Reese Center has seen substantial growth an annexations. This growth area has exceeded expectations of the water master plan. The City will need major infrastructure upgrades to maintain an appropriate level of service to West Lubbock.

Project Highlights

Council Priorities Addressed:
Community Development
Growth and Development

Project Dates

Bid Date for Design: 11/2023
Award Date for Design: 01/2023
Design Completion: 01/2024
Bid Date for Construction: 01/2024
Award Date for Construction: 03/2024
Begin Construction: 04/2024
Final Completion : 06/2026

Project History

$1,875,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.

Project Location

Surrounding and near Reese Center

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Design	$7,375,000	$0	$1,500,000	$0	$0	$0	$0
Construction	$0	$0	$36,500,000	$0	$0	$0	$0
TOTAL	**$7,375,000**	**$0**	**$38,000,000**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Water/Wastewater Fund Revenue Bonds	$7,375,000	$0	$38,000,000	$0	$0	$0	$0
TOTAL	**$7,375,000**	**$0**	**$38,000,000**	**$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**

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AI# 12231
Regular City Council Meeting 6. 17.
01/23/2024:

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution ratifying the acts of the City Manager, in executing Contract 17807, and related documents, by and between the City of Lubbock and Rangeline Utility Services, LLC, for the emergency repair of a water line.

Item Summary

During the week of December 12, 2023, the City of Lubbock experienced a large leak on a 30-inch water line which services the Downtown area and a majority of East Lubbock. City pipeline crews worked for multiple days to isolate the leak and slow the flow out of the pipe, in order to repair it. After not being able to isolate the issue, City Pipeline Maintenance Crews excavated the leak and began to pump the water down but were unable to evacuate water from the excavation due to the volume of water leaking from the pipeline.

The City has a contractor on site working at Pump Station 4, Rangeline Utilities, that performs and has the ability to construct waterline stops. During the process of working to isolate the line, the City negotiated with Rangeline Utilities to perform a double water stop and a 24-inch water bypass. In addition, Rangeline was able to find a 30-inch isolation valve and offer their welding and repair services to install and repair the leaking pipe. The 24-inch bypass installation, along with the water stops, allowed the City Water Department to continue with uninterupted water service to the Downtown area and east Lubbock. The 30-inch valve will assist the City in the future with isolation of this line, should a leak occur again on this pipeline. The total price of all installation and repairs for this work is $550,000.

Fiscal Impact

The total cost for the emergency work is $550,000, and is funded in Capital Improvements Project 8624, Valve Repair and Maintenance.

Staff/Board Recommending

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

Attachments

Resolution
Purchase Order - 22300091 Rangeline Utility Services LLC
Backup - Water Stop and Bypass
Backup - 30
Budget Detail

RESOLUTION

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

THAT the acts of the City Manager in executing, on behalf of the City of Lubbock, a Service Contract and the associated Change Order for the emergency repair of a water line as per Contract No. 17807, by and between the City of Lubbock and Rangeline Utility Services, LLC, and related documents are hereby ratified in full. Said Service Contract and Change Order 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Service contract ratification Rangeline water line repair
1.8.24

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 1/11/2024
Order Number 22300091 000 OP
Branch/Plant 8624

TO: RANGELINE UTILITY SERVICES LLC
1150 BLUE MOUND RD W STE 301
HASLET TX 76052

SHIP TO: CITY OF LUBBOCK
ENGINEERING
1314 AVE K FLOOR 7
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 1/11/2024 Freight .
Requested 1/11/2024 Taken By T FLORES
Delivery PER A CHAVEZ REQ 61242 EMERGENCY PURCHASE

For questions in regard to this order, please contact John Turpin, P.E., Asst. Division Director of Public Works, at 806-775-2342 or jturpin@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
24" Water Stop and Bypass	1.000	385,000.0000	EA	385,000.00	1/11/2024
30" Line Stop Repair and Value	1.000	165,000.0000	EA	165,000.00	1/11/2024
				Total Order	
				550,000.00	

Terms NET 30

INSURANCE REQUIRED:

Commercial General Liability:
$2M occurrence / $4M 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).
Automatically add an excess liability of $4M.
Commercial General Liability Heavy Equipment Endorsement:
Heavy equipment endorsement is required.
Commercial General Liability Digging Endorsement: XCU endorsement is required
Automotive Liability:
$1M/occurrence is needed

Builder's Risk Requirements: Builder's risk insurance is needed for this project, and at a minimum, the insurance should cover the full insurable value of the improvements.
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.
Crime Protection Coverage Requirements: Employee Dishonesty or Fidelity Bond coverage REQUIRED in an amount equal to the maximum exposure.
Carrier Cargo Liability Requirements: Motor Carrier Cargo Insurance is required for this project and must cover, at minimum, the value of the fill load that is being hauled.

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

This purchase order encumbers funds in the amount of $550,000.00 awarded to Rangeline Utility Services, LLC of Haslet, TX, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Invoice dated December 22, 2023, from Rangeline Utility Services, LLC of Haslet, TX, as an emergency purchase.

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. 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

Rangeline Utility Services LLC

1150 Blue Mound Rd W #821
Haslet, TX 76052

Phone: (682) 250-2153 Tax ID: 87-3879495

Please remit payment to our new address

Invoice

City of Lubbock
1314 Avenue K
Lubbock, TX 79401

INVOICE DATE	INVOICE #
12/22/2023	2732

P.O. NO.
30" Line Stop & Bypass

TERMS	DUE DATE	Sales Rep	JOB NAME	Technician
Net 30	1/21/2024	CC	2023602 Lubbock, TX	

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	SITE WORK	385,000.00	385,000.00
	Mobilization		
	Labor to perform 24" Bypass		
	EQUIPMENT		
	30" Double Line Stop		
	Fusing Machine		
	Telehandler		
	MATERIAL		
	24" HDPE Bypass Material		
1	CHANGE ORDER 1	165,000.00	165,000.00
	MATERIAL		
	Expediting 30" Line Stop Saddles		
	Providing 30" Valve and Accessories		
	Providing welding services for 30" Valve		

Total	$550,000.00
Payments/Credits	$0.00
Balance Due	$550,000.00

Web Site	E-mail
www.rangeline.com	hrockey@rangeline.com

WWW.Rangeline.Com
Rangeline Utility Services, LLC
1150 Blue Mound Road W, Unit 821
Haslet, Texas 76052

Civil Construction Proposal

Project Name:	**30" Double Line Stop and Bypass**			**DATE:**	**12/12/2023**
Address:	**Lubbock, TX**			**Quote #**	**RUTS 2023-239**
Bid Date/Time:	**ASAP**				
Quoted To:	**City of Lubbock**	**Drawings**	**N/A**		
Att:	**John Turpin**	**Dated:**	**N/A**		
Phone:	**806-775-2342**	**Addendum**	**N/A**		
Fax:					
Email:	jturpin@mylubbock.us				

RUTS, LLC Proposes to Furnish and Install Complete in Place per Scope of Work below for the Following Price:

$385,000.00

Item					
	Site Work				
	Mobilization				
	Labor to perform 24" Bypass				
	Equipment				
	30" Double Line Stop				
	Fusing Machine				
	Telehandler				
	Material				
	24" HDPE Bypass Material				
	Project Inclusions:				
	Provide all labor,equipment and material				
	Installation and Removal of 200' 24" Bypass				
	Work in original scope				
	Project Exclusions:				
	Any Permit or Impact Fees				
	Any Excavation				
	Sodding or seeding				
	Erosion Control Plan or BMP's				
	Liquidated Damages				
	Bonding (Add 4%)				
	De-Mobilization/Re-Mobilization				
	Work not proposed on original scope				
			Total	**$385,000.00**	

Quotation is valid for 31 days.

WWW.Rangeline.Com
Rangeline Utility Services, LLC
1150 Blue Mound Road W, Unit 821
Haslet, Texas 76052

Prices are based on

Rangeline will NOT be responsible for any delays due to material shortages or changes

If concrete is required to be removed and replaced, additional cost will be added

The City of Lubbock will be responsible for excavation and trench safety

The City of Lubbock will be repsonsible for providing and pouring concrete thrust blocking for line stop saddles

The City of Lubbock will be responsible for providing a 185 CFM Air Compressor

The City of Lubbock will be responsible for providing adequate light towers for after hours work

This proposal does not include making the repairs on the 30" water line. Repairs and valve will be additional cost.

Rangeline will provide all material, equipment, and labor to install and remove 200' 24" Bypass.

Rangeline will leave the line stop on the pipe for 3 days, anything beyond 3 days will be charged $6,000.00 per day, per line stop

Rangeline will not be responsible for any delays due to mismarked utility lines or changes required due to unforseen utility lines

Net 30 from invoice date

• If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and its O.D.
• Concrete Pressure Pipe materials are custom made. Once material order is placed, they are non-returnable.
• Rangeline may require a pre-construction meeting prior to scheduling any services.
• Price does not include “Sales Tax” on supplied material.
• Normal daytime hours (8:00AM- 5:00 PM) Monday through Friday. Technician(s) will have a $350.00 per hour after hours charge. Additional Expenses will be charged at our cost plus 25%.
• Rangeline will allow (1) Mobilizations/De-Mobilizations to the jobsite for the excavation and construction equipment. Additional trips will be $4,200.00 per trip.
• Rangeline will allow (1) Mobilizations/De-Mobilizations to the jobsite. Additional trips will be $1,950.00 per trip.
• Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee please refer to Terms and Conditions #13 (Page 4). This includes weather related cancellations.
• Stand-by charges will be billed at $250.00 per hour / per technician during normal daytime hours and $350.00 per hour / per technician during afterhours. For City/owner Delays
• Stand-by charges for equipment at $3,250.00/per day. For City/owner Delays

If you have any questions, please feel free to contact our sales team in your region listed below:

Operations Services Manager
Chris Campbell
940.600.3036 **Chris.c@Rangeline.com**

Customer
Siganutre

Rangeline
Signatur

- Pricing includes a standard 15-minute pressure test of all tapping sleeves and line stop fittings. If the pressure test is required to be longer than 15 minutes, additional charges will be billed at $150.00 per hour. When customer installs material and it does not pass the standard 15-minute pressure test, all Rangeline labor will be billed at $150.00/hr.
- Additional charges may be added for ID badges, security check-in or job postponements due to site events.
- Above costs do not include office expense for extensive contract agreements.
- Sub-Contract agreements (when required) must be received by Rangeline prior to starting work. Rangeline will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.
- Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.
- Price does not include “Sales Tax” on supplied material(s), Rangeline will collect applicable sales tax based on the city and state tax rates in effect where the work is being performed.
- Quotation is valid for 30 days.
- No retainage allowed.

Rangeline Is The Lifeline For Your Pipeline

Quote Number RPLS23-79

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Flow rates of 1 ft/sec for Single position Line Stops or 2 ft/sec for Double position Line Stops shall not be exceeded where and while Line Stop heads are inserted. If the flow rates are higher than the above noted rates, the flow will need to be lowered. These rates and flow direction will need to be confirmed by the customer, owner, and/or engineer before any Line Stop heads are inserted. Rangeline will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping which causes damage to the piping system. Owner and/or Engineer is responsible for all proper information. Flow Rate must be measured at the point of the line stop location. Please be advised that “NOT” knowing the flow direction or the feet per second conditions during the insertion of the Line Stop equipment may cause damage to the pipe and or Rangeline equipment. In the event this occurs Rangeline will be compensated for its time, material, equipment damage and services.
- Excavating, de-watering, shoring, and/or scaffolding of job area, all of which must comply with OSHA standards.
- 12’ extension ladder, light pole, and pump for de-watering.
- Scheduling inspectors and obtaining permits as necessary.
- Labor assistance of _1_ man to be supervised by Rangeline Technician(s).
- Lifting services if necessary.
- Concrete pipe anchor or mega lug joint restraint system if required.
- Concrete support for the Line Stop Fitting if required.
- O.D. measurements prior to scheduling.
- Pipe wall thickness prior to scheduling.

Rangeline Is The Lifeline For Your Pipeline

Quote Number RPLS23-79

Rangeline Pipeline Services, LLC. - Terms and Conditions

1. **Rangeline** has issued this quotation based upon all information provided by the Customer.

2. All prices quoted are subject to current sales and use taxes. Any increase or enactment of new sales, use, excise or similar taxes shall be passed onto the account of Customer. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Quotation. Subcontractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes, including, without limitation, escalation, delay damages, cost to re-procure, cost to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.

3. The prices quoted above are based upon the quantities, sizes and operating conditions as listed above. Any changes in quantities, sizes or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.

4. In the case of unusual or non-typical pipe variations the Customer will be subject to additional costs.

5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-ration for work completed early. Time onsite for calculating the base period and the additional days commences the day the technician or equipment are on the job site and ends when equipment leaves the jobsite or the customer's custody. Any additional days the equipment is on the jobsite will be paid by the customer at the per day charge quoted. For jobsite or travel days that fall on weekends or holidays, the price quoted will be increased accordingly to reflect our weekend or holiday pricing.

6. Rangeline shall not be held liable for any back charges without prior written consent of Rangeline. Rangeline does not guarantee that the placement of the Line Stop head(s) into the pipe system the first time will provide a "Workable" shutdown. In the event it is necessary for Rangeline to remove the Line Stop head and replace a seal and make any adjustments to the head/equipment such activity shall not be considered a delay of work at the job site. If the Line Stopper cannot be removed an additional Line Stop will be needed and be performed at the customers expense.

7. Rangeline makes every effort to ensure "OSHA" safe working conditions for its employees. Customer agrees and shall provide Rangeline employees with OSHA safe working conditions prior to entering the workplace.

8. The work site location must be accessible by a suitable roadway from a public highway. If the jobsite location or site conditions require barricades, traffic control or assistance, the Customer must furnish barricades and assistance.

9. Rangeline cannot take responsibility for actions other than its own employees. Rangeline will be liable and will hold Customer harmless from the compensatory but not consequential damages caused solely by defect in Rangeline's equipment or caused solely by the negligence of Rangeline employees in the operation of the equipment. All other losses, costs, expenses, liability, or damages arising from or connected with the performance of the work will not be the responsibility of Rangeline and customer will indemnify and hold Rangeline harmless there from.

10. Rangeline makes no warranty on any purchased products. Please refer to manufacturer for details on warranty.

11. Manufacturers of Valve Inserts do not guarantee a 100% shutdown. Rangeline cannot exceed the Manufacturers' guarantee of valve performance. We install all valve inserts as per manufacturers' specified procedures. NOTE: Valve Inserts are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned Valves and fittings.

12. In the case of unusual line stopping conditions, Rangeline may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the Line Stop into their system

13. Rangeline will provide Tapping, Line Stopping equipment and a technician to operate equipment. Customer is responsible for providing all other equipment, supervision and labor necessary to complete the work including inspection, testing, safety and control equipment, lifting and moving equipment, etc.

14. Customer shall pay for all costs and expenses incurred by Rangeline because of rescheduling or cancellation by the customer

for any reason including but not limited to inclement weather.

15. Customer or Owner is responsible to furnish electric power and lighting as required by us to perform our work.

16. In regards to concrete pipe only, the condition of the interior mortar lining may adversely affect the percentage of the amount recovered during tapping operation. Rangeline cannot be held responsible for any unforeseen, and or diminished conditions of such pipe.

17. All Tapping Sleeves & Line Stop materials fabricated for PCCP, RCCP & RCP pipes are non-returnable once fabricated. The customer is responsible for the accumulated costs of the materials, freight, and sales tax for all these items once ordered. These materials are custom ordered and "NON-RETURNABLE".

18. The supply of bid and or performance bonds is excluded. Rangeline supply these bonds only when specifically stated on the quotation.

19. Any invoice unpaid for more than 30 days will be subject to the maximum finance charges allowed by applicable state law. Rangeline does not allow retainage on any invoices.

20. Clerical errors made in good faith are subject to correction within Rangeline sole discretion.

21. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, Rangeline shall not be liable for any losses, costs, expenses, liability or damages arising from or connected with the performance of the work not covered by Rangeline's liability insurance in effect at the time of such loss, etc., and Customer shall hold Rangeline harmless for any loss, etc., in excess of coverage. Rangeline will provide Customer a certificate of its liability insurance upon request.

22. In the event it becomes necessary for Rangeline to retain legal counsel to enforce its rights the Customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred by Rangeline.

23. Rangeline shall not be held liable for any pipe which splits, breaks, or leaks as a result of material installation, Wet Tapping pipe, Line Stopping pipe or completion of line stop fitting or valve insertion. Rangeline follows all material manufacturers' installation procedures and operates all equipment to manufacturer's standards and cannot be held responsible for pipe which fails during the Tapping and Line Stopping operation.

24. Rangeline will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping system which causes damage to the piping system. Owner, Engineer, and/or contractor is responsible for all proper information and any damage to Rangeline equipment will be charged to the customer accordingly.

25. Rangeline will take all means available to capture the pipe coupon. Pipe integrity, flow rates and other unknowns at the time of the Wet/Hot Tapping operation can be contributing factors. Therefore, Rangeline cannot be responsible for any lost or pieces of the coupons which do not come out after the tap is performed.

26. Rangeline does not guarantee a 100% leak free Completion Plug installation. The Completion Plug is a temporary seal to remove the isolation valve to install the permanent blind flange and sealing hardware.

27. Rangeline will not be responsible for reduced flow through temporary by-pass system due to solids or debris clogging by-pass operations.

28. **Prices & Payment**

All payments for materials furnished hereunder shall be made upon the basis of material delivered as shown by our delivery ticket and our delivery records. Failure to notify us of discrepancies in quantities/schedules prior to manufacturing of items invoiced constitutes irrevocable acceptance of the quantities and delivery schedule for the materials covered by the invoice. If you fail to make payments when due on any order, or if at any time we have any doubt about your intention or ability to pay, we may decline to make any further shipments on this or any other order with you. Our rights and remedies in this regard are not exclusive and we retain all other rights

and remedies at law. Sales or use tax are not included in the prices set forth on the face of the Quotation or Order Acknowledgement. Prices for undelivered goods may be increased by Seller in the event of any increase in the cost to Seller of supplies, labor or services, or any increase in Seller's cost resulting from governmental or administrative action or any other cause beyond Seller's control. Invoices shall be deemed correct unless contested in writing within seven (7) business days of invoice date.

29. **Delivery**

Unless stated otherwise in a quotation by us, shipments are quoted F.O.B. jobsite. Rail shipments are based on minimum car load lots. Truck shipments are based on applicable state limit truck load lots. Delivery is tailgate, on board trucks unless otherwise specified. You agree to provide: (1) an unloading point accessible over roads acceptable to the carrier; (2) an area where unloading can be accomplished quickly and efficiently with standard unloading methods; (3) blocking and chocking if required for unloaded material; (4) indemnification of us and the carrier regarding liability for personal injury, including death and property damage resulting from unloading done under your direction; (5) flagmen and lights or warning devices if required by local agents, governmental laws, rules or regulations; (6) payment for unloading time in excess of one hour at the rate specified in the published tariff of the carrier making delivery; (7) adequate qualified labor and facilities to remove materials from truck. If any of the above are not provided, we reserve the right to stop deliveries until the condition is remedied. Deliveries shall be made in accordance with a delivery schedule, which may be revised by mutual agreement to adjust to job conditions or manufacturing requirements. We cannot guarantee precise delivery dates and we shall not be responsible for delays in deliveries, nor liable for any losses, expenses or damages, including liquidated damages or penalties of any kind, which you may incur. Acceptance of delivery by you constitutes confirmation of your acceptance of the delivery schedule against which the delivery was made. In the event delivery is required beyond curb lines, you will be responsible for any damage to curbs, sidewalks, driveways, or other property.

30. **Warranty and Limitations**

Our products are warranted to be manufactured in accordance with the specifications identified on the face of our Quotation or Order Acknowledgement and to be free of defects in workmanship or materials for a period of one (1) year after date of delivery. Any action for breach of contract arising from this Agreement must be commenced within one (1) year after the cause of action has arisen. Our responsibility under this warranty is limited to the repair or to the furnishing by us, above ground of a replacement of defective or non-conforming products, or to the allowance of a credit for such products, all at our option. WE ACCEPT NO RESPONSIBILITY FOR DESIGN OF THE PROJECT OR INSTALLATION OF THE MATERIALS DELIVERED. ANY DEFECTS IN PROJECT DESIGN OR INSTALLATION OF MATERIALS VOIDS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT WARRANTY OF TITLE. ITEMS MANUFACTURED FOR A PARTICULAR PROJECT ARE NOT SUBJECT TO RETURN FOR CREDIT. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND WHICH YOU MAY INCUR. OUR LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE MATERIALS IN QUESTION. THE WARRANTY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL EXPRESSED AND IMPLIED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ABOVE. WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR SOLE RESPONSIBILITY IS AS STATED AND YOU ACKNOWLEDGE THAT YOU ARE PURCHASING OUR PRODUCTS SOLELY ON THE BASIS OF OUR WARRANTY AS SET FORTH HEREIN.

31. **Damage In Transit**

Shipments must be inspected by you before unloading to ascertain any damage enroute. Charges for inspections or tests are your expense.

Shipping damage claims will not be accepted after goods are unloaded. Claims for shortages or damages must be made by notation on the face of the freight bill or on the face of our delivery ticket at the time of unloading. The carrier, when accepting materials at our plant, is responsible for damages in transit and all claims for damages in transit shall be made promptly to the carrier by you. Our responsibility terminates when the carrier accepts our products for transportation.

32. **Indemnity**

You expressly agree to indemnify, defend, and hold us harmless from and against all loss, expense, including attorney fees and damages arising from bodily injury to any person, including death resulting therefrom (whether to your employees or others) and damage to property caused by any of the Products after delivery to you or to your customer except to the extent caused by our gross negligence or willful misconduct.

33. **Force Majeure**

We are not responsible or liable for any delays or nonperformance in the event of fire, flood, explosion, the elements, or other catastrophe, acts of

God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage or inability to obtain raw materials including energy requirements, failure of carriers to deliver either machinery, equipment or material, in the event any legislative, executive, or judicial act of any political or governmental authority substantially affects our operations, in the event we suspend or discontinue business for any reason, or any other reason beyond our control.

34. **Cancellation Charges**

In the event any order accepted by us in writing is cancelled by you, you shall be liable for and shall pay to us all charges incurred in connection with such order, including but not limited to the cost of all purchased materials, expenses incurred for the engineering, fabrication, production, and assembly of such materials and anticipated profits.

35. **Intellectual Property**

No license, authorization or permission of any kind is hereby transferred or granted to Customer to utilize, reproduce, duplicate, or disseminate any intellectual property or proprietary information belonging to Rangeline in any form, or under any conditions other than those specifically required to complete the current transaction between Customer and Rangeline. Customer specifically agrees that Customer will not attempt to duplicate, modify or reverse-engineer any products or components supplied to Customer by Rangeline. Customer specifically agrees that Customer will not disclose to any third-parties the protocols, procedures or methodologies utilized by Rangeline in the performance of Rangeline's work for the Customer.

Customer shall not take any measurements, dimensions, and/or calibrations of Rangeline equipment at any time or publish any information, drawings or photographs concerning the Equipment except with the written consent of Rangeline and subject to such reasonable conditions as the Customer may prescribe. Customer shall procure that each of its affiliates, including but not limited to, designated agents, Owner and/or Sub-suppliers shall comply with the obligations hereunder.

36. **Miscellaneous**

a. Once we have accepted any order from you, in writing, all changes in the order must be in writing, showing the change and the order number. All costs for changes in the order will be at your expense, subject to the terms and conditions herein.

b. Our failure to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of that or any other provision or of any of our rights under this Agreement, nor shall it constitute a waiver by us of any subsequent default by you in the performance of this Agreement.

c. Our field representative may, from time to time, be present on a job site where products you have purchased from us are being installed and he or she will be glad to work with you and be of assistance to you. The field representative, of course, has no authority to modify this Agreement or bind us however; and since the installation is your responsibility under your supervision or that of your customer or his contractor, we shall not be responsible for any instructions or technical advice in connection with the design, installation or use of the materials sold hereunder.

d. You agree to pay any and all costs, expenses, and attorney fees which we may incur or become liable for by reason of our enforcing or attempting to enforce the terms of this Agreement, including lien claims and foreclosure of liens filed.

e. Should any part or provision of this Agreement be declared invalid, unenforceable, illegal, or in conflict with any law, the validity and enforceability of the remaining or provisions shall not be affected.

f. The prices listed are unit prices for the quantities listed. We reserve the right to change unit prices in the event of quantity changes.

g. Neither this Agreement nor any of the rights or responsibilities arising hereunder may be assigned by you without our express written consent to the assignment.

h. The services of a Layout Technician are included in our pricing for the initial submittal and one revision. Charges may be incurred if further revisions are required unless caused by our error.

i. If we are required to store finished product thirty (30) days beyond a jointly agreed to delivery date, a storage charge of one and one-half (1.5%) percent per month will be assessed on the purchase price of the product stored.

Rangeline Utility Services, LLC Date	Rangeline Signature Date
Authorized Signature	

Customer acknowledges and accepts all information regarding supplied quotation.

WWW.Rangeline.Com
Rangeline Utility Services, LLC
1150 Blue Mound Road W, Unit 821
Haslet, Texas 76052

Civil Construction Proposal

Project Name:	**30" Valve**			**DATE:**	**12/14/2023**
Address:	**Lubbock, TX**			**Quote #**	**RUTS 2023-239**
Bid Date/Time:	**ASAP**				***Change Order 1***
Quoted To:	**City of Lubbock**	**Drawings**	**N/A**		
Att:	**John Turpin**	**Dated:**	**N/A**		
Phone:	**806-775-2342**	**Addendum**	**N/A**		
Fax:					
Email:	jturpin@mylubbock.us				

RUTS, LLC Proposes to Furnish and Install Complete in Place per Scope of Work below for the Following Price:

$165,000.00

Item					
	Material				
	Expediting 30" Line Stop Saddles				
	Providing 30" Valve and Accessories				
	Providing welding services for 30" Valve				
	Project Inclusions:				
	30" Expeditied Saddles				
	Provide 30" Valve and Accessories				
	Welding services for 30" valve				
	Work in original scope				
	Project Exclusions:				
	Any Permit or Impact Fees				
	Any Excavation				
	Sodding or seeding				
	Erosion Control Plan or BMP's				
	Liquidated Damages				
	Bonding (Add 4%)				
	De-Mobilization/Re-Mobilization				
	Work not proposed on original scope				
			Total	**$165,000.00**	

Quotation is valid for 31 days.

WWW.Rangeline.Com
Rangeline Utility Services, LLC
1150 Blue Mound Road W, Unit 821
Haslet, Texas 76052

Prices are based on

Rangeline will NOT be responsible for any delays due to material shortages or changes

Rangeline will provide 30" valve and accessories to cut in valve where line is leaking

Rangeline required additional cost for expediting the build of the 30" saddles

The City of Lubbock will be responsible for excavation and trench safety

The City of Lubbock will be repsonsible for providing and pouring concrete thrust blocking for line stop saddles

The City of Lubbock will be responsible for providing a 185 CFM Air Compressor

The City of Lubbock will be responsible for providing adequate light towers for after hours work

This proposal does not include making the repairs on the 30" water line. Repairs and valve will be additional cost.

Rangeline will provide all material, equipment, and labor to install and remove 200' 24" Bypass.

Rangeline will leave the line stop on the pipe for 3 days, anything beyond 3 days will be charged $6,000.00 per day, per line stop

Net 30 from invoice date

• If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and its O.D.

• Concrete Pressure Pipe materials are custom made. Once material order is placed, they are non-returnable.

• Price does not include “Sales Tax” on supplied material.

• Normal daytime hours (8:00AM- 5:00 PM) Monday through Friday. Technician(s) will have a $350.00 per hour after hours charge. Additional Expenses will be charged at our cost plus 25%.

• Rangeline will allow (1) Mobilizations/De-Mobilizations to the jobsite for the excavation and construction equipment. Additional trips will be $4,200.00 per trip.

• Rangeline will allow (1) Mobilizations/De-Mobilizations to the jobsite. Additional trips will be $1,950.00 per trip.

• Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee please refer to Terms and Conditions #13 (Page 4). This includes weather related cancellations.

• Stand-by charges will be billed at $250.00 per hour / per technician during normal daytime hours and $350.00 per hour / per technician during afterhours. For City/owner Delays

• Stand-by charges for equipment at $3,250.00/per day. For City/owner Delays

If you have any questions, please feel free to contact our sales team in your region listed below:

Operations Services Manager
Chris Campbell
940.600.3036 **Chris.c@Rangeline.com**

Customer
Siganutre _____

Rangeline
Signature _____

City of Lubbock, TX
Capital Project
January 23, 2024

Capital Project Number:	8624
Capital Project Name:	Locate and Repair Water Valves

	Budget
Encumbered/Expended	
City of Lubbock Staff Time - Valve Maintenance	755,575
Temporary Workers - Valve Maintenance	17,672
Materials for Valve Maintenance	1,398,124
Agenda Item January 23, 2024	
Downtown Water Line Repair	550,000
Encumbered/Expended To Date	2,721,371
Estimated Costs for Remaining Appropriation	
Valve Repair and Maintenance	3,629
Remaining Appropriation	3,629
Total Appropriation	$2,725,000

AI# 12061
Regular City Council Meeting 6. 18.
01/23/2024:

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the mayor to execute Purchase Order 22300090 with GA Industries, to refurbish three large rotary ball valves used for booster pump stations located at Post, Texas and/or Lake Alan Henry.

Item Summary

Remote pump stations located at Post, Texas and Lake Alan Henry deliver raw water into the pipeline for the South Water Treatment Plant, through automatically controlled valves. In 2020, replacement of three large ball valves at the Post Booster Station occurred due to in-service failure. The failed valves removed from service need complete factory refurbishment.

When refurbishment is complete, the valves will be stored as spare units to replace valves that experience future failure at Post, Texas or Lake Alan Henry pump stations, as each pump station is equipped with the exact same valves. The refurbished valves are exact replacements that fit precisely and are available from only one source. The unit cost for refurbishment is $60,893, for a total of $182,679.

Fiscal Impact

Purchase Order 22300090 for $182,679, is funded in Capital Improvements Project 92513, Pump Station 4 - Large Valve Project.

Staff/Board Recommending

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

Attachments

Resolution
PO 2230090 GA INDUSTRIES REQ 60833
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, the Sole Source Service Contract No. PO 22300090 for Purchase of Rotary Ball Valve Refurbishment, by and between the City of Lubbock and GA Industries of Mars, Indianapolis, Pennsylvania, 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.Sole Source ServiceContract PO 22300090 GA Industries
8.30.23

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 10/13/2023
Order Number 22300090 000 OP
Branch/Plant 92513

TO: GA INDUSTRIES
234 CLAY AVE. EXT.
MARS, PA 16046

SHIP TO: CITY OF LUBBOCK
SOUTH TREATMENT PLANT
5114 EAST FM 1585
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 10/9/2023 Freight .
Requested 10/16/2023 Taken By YBUSBY
Delivery PER R MARTINEZ REQ 60833 PUR 17654/SOLE SOURCE

If you have questions contact Renata Martinez: RMartinez@mylubbock.us Phone 806-775-2611

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Rotary Ball Valve Refurbishment	3.000	60,893.0000	EA	182,679.00	11/30/2023

Total Order

Terms NET 30 182,679.00

This purchase order encumbers funds in the amount of $182,679.00 awarded to GA Industries of Mar, PA, on _____, 2023. The following is incorporated into and made part of this purchase order by GA Industries of Mars, PA, as a sole source.

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 10/13/2023
Order Number 22300090 000 OP
Branch/Plant 92513

TO: GA INDUSTRIES
234 CLAY AVE. EXT.
MARS, PA 16046

SHIP TO: CITY OF LUBBOCK
SOUTH TREATMENT PLANT
5114 EAST FM 1585
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 10/9/2023 Freight .
Requested 10/16/2023 Taken By YBUSBY
Delivery PER R MARTINEZ REQ 60833 PUR 17654/SOLE SOURCE

INSURANCE REQUIRED:

Commercial General Liability:	**Bailee's Coverage 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).	Bailee's Coverage is needed for this project. Minimum coverage limits should at least be equal to what it would cost to recreate, restore, or replace the property being entrusted to the contractor, including research. Bailee's Coverage Amount: $500,000.

*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

GA Industries
234 Clay Ave. Ext. Mars, PA 16046
Phone (724) 776-1020 • Fax (724) 776-1254
www.vag-usa.com

Subject: 07182023SDJ1 – Lubbock Texas 20" Rotary Ball valve refurbishment - GAI S/N 101755 – this proposal is to overhaul (3) valves

Curtis,

We thank you for your inquiry. Please find our detailed quotation.

Please email purchase order(s) to Orders-GA@vag-group.com. A contract shall only become effective upon Seller's confirmation.

Transport:		Standard
Terms of payment:		30 days after invoice date, net

Factory Rehabilitation of 20" Figure XR201D Rotary Ball Pump Control Valve - GAI SN 101755

Included in the proposal:
• Freight to GA Industries (Equipment crating not included)
• Through Inspection of the equipment's condition prior and during dismantling (If any additional work / replacement parts are needed, other than noted below, the work / replacement parts will be quoted at the inspection phase.) A report will be sent with our findings.

• Sandblasting of all ferrous parts to Near White Blast SP-10
• Cleaning of all non-ferrous components to like new condition

• Replacement of all soft goods and seals, internal and exterior hardware (bolts, pins, & etc.) replacement and upgrade of renewable bushing cartridge including:
1. Seat Retainer Screws, Part #5
2. Seat Follower Screws, Part #7
3. Renewable Seat, Part #8
4. Back-Up Ring, Part #9
6. Renewable Bushing Exterior Dynamic Seals, Part #14
7. Body Bushing Seal, Part #15
8. Cover Static Seal, Part #17
9. Cover Bolts, Part #18,
10. Cover Spring Pin, Part #19
11. Access Cover Bolts, Part #38
12. Access Cover Static Seal, Part #45
13. Seat Retainer Seal, Part #57
14. Lower Bushing Interior Static Seal
15. Cover Bushing Static Seal

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16. Upper Rotor Bushing interior Static Seal
17. Seat Ring Screws
18. Renewable Bushing Screws
19. Upper Rotor Bushing End Static Seal
20. Access Cover Seal
21. New cylinder seals

• Re-Assembly of Main Valve with existing Oil cylinder
• Internal and external ferrous surfaces coating with NSF-61 Approved Carboline 891 Epoxy (Blue 6120)
• Testing / Certifying the Rotary Ball Valve Assembly to AWWA C507 (Certified Test Report Provided)
• Crating of the equipment for Transportation.
• Freight to the Jobsite

Price; $60,893.00 each x 3 = $182,679.00
After refurbishment, there will be a 1-year warranty initiated from the date of shipment.

Comments & Clarifications:
- Spare parts and mounting hardware (bolts, nuts and gaskets) are not included in this scope of supply.
- Special tools are not required for installation, maintenance or repair of proposed equipment.
- Field service, testing and commissioning is not included in this offer.
- Material finish & painting will be as per company standard.

After receipt of order payment of 50% will be required in 30 days

Balance in total once refurbished will be due 30 days after return shipment.

After receipt of order and/or approved drawing(s), shipment in 18-20 weeks

GA Industries / VAG USA is ISO 9001:2015 certified.

Our quotation is subject to our Terms and Conditions of Sale which are attached and can also, be found on our website at:

Regards,

Sam Jones
Aftermarket Supervisor
(724)609-1070

GA Industries
234 Clay Ave. Ext. Mars, PA 16046
Phone (724) 776-1020 • Fax (724) 776-1254
www.vag-usa.com

City of Lubbock, TX
Project Cost Detail
January 23, 2024

Capital Project Number:	92513
Capital Project Name:	Pump Station 4 Large Valve Project

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$35,851
Pump System Improvements & Equipment	120,627
Advertisement	203
Cobb Fendley SUE Survey	23,733
Contract 15944 - Replacement Pumps, Motors, and Starters for Pump Station No. 4	1,504,000
Contract 16741 - Large Valve Prepurchase	233,203
Contract 17410 Large Valve Replacement	1,559,849
Agenda Items, January 23, 2024	
GA Industries - Rotary Ball Valve Refurbish	182,679
Encumbered/Expended To Date	3,660,145
Estimated Costs for Remaining Appropriation	
Pump Station Improvements and Pump Replacements	339,855
Remaining Appropriation	339,855
Total Appropriation	$4,000,000

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Service Contract 17843, with VEXUS Fiber, LLC, for the purchase and installation of the Lubbock Emergency Communications District critical infrastructure fiber, in support of the Public Safety Improvements Project.

Item Summary

This purchase of critical infrastructure fiber, will be for the Public Safety Improvements Project Police Headquarters Facility. The purchase and installation of fiber is in accordance with the terms of Contract 17843 attached, and with Resolution No. 2015-R0069, an inter-local agreement between Lubbock Emergency Communication District (LECD) and the City of Lubbock.

Staff recommends awarding this contract to Vexus Fiber, LLC, for a purchase price of $53,300.

Fiscal Impact

Contract 17843, with VEXUS Fiber for $53,300 is funded in Capital Improvement Project No. 92551 Public Safety Improvements Project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Mark Zavicar, Facilities Director
James Brown, Chief Information Officer

Attachments

Resolution Contract 17843
Contract 17843 Vexus
92551 Budget Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 17843 for the purchase and installation of infrastructure fiber in support of the Public Safety Improvements Project, by and between the City of Lubbock and Vexus Fiber, 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Vexus Fiber, LLC
January 9, 2024

Contract 17843

BUSINESS SERVICE ORDER

BUSINESS: LUBBOCK EMERGENCY COMMUNICATION DISTRICT (1205 15TH)
CONTACT: NATHAN KIZER
Phone: (806) 747-8909
Fed Tax ID: 75-2174784
Date: 12/28/2023
Quote #: OPP-041834

PHYSICAL ADDRESS
1205 15TH ST
LUBBOCK TX 79401

BILLING ADDRESS
1205 15TH ST
LUBBOCK TX 79401

CONTRACT TERM
36 month(s)

SALES REP
Kevin Harp
(806) 686-4191
kevin.harp@vexusfiber.com

Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Aid To Construction	Aid to Construction	New	1	$53,300.00	$53,300.00	$0.00
Pricing subject to approval after internal review				**Total:**	$ 53,300.00	$ 0.00

Special Instructions:	

Promotional Offer Details:	

Directory Listing Information - Address:			
Directory Listing: **Listing:** **Phone:**		**YP Heading:** **SIC Code:** **YPH Code:**	

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service),and non-governmental fees and charges (such as the Broadcast TV surcharge and other programming cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes,fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to annual increases.

_____(Initials)

CITY OF LUBBOCK, TX

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
James Brown, Chief Information Officer

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

Butt Rittle
VEXUS

VP
Title

VEXUS

VEXUS BUSINESS CUSTOMER AGREEMENT

This VEXUS Business Customer Agreement sets forth the terms and conditions under which VEXUS Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of VEXUS Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "VEXUS", "we", "us", or "our". The Services will be provided to you by the VEXUS company that operates in your service area.

1. Subscription to Services. By signing or electronically submitting this Agreement to VEXUS, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by VEXUS either electronically or in writing, (ii) VEXUS begins providing the Services described in the Service Order, or (iii) VEXUS begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon VEXUS's engineering review to determine the serviceability of the premises. If VEXUS determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

2. Terms and Conditions of Service. Customer's use of the VEXUS Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at https://www.vexusfiber.com (the "General Terms"), which may be modified by VEXUS from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at https://www.vexusfiber.com or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by VEXUS from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable VEXUS Tariffs, which are available for review at https://www.vexusfiber.com, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by VEXUS, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the VEXUS Web site at https://www.vexusfiber.com (or any successor url(s)). Accordingly, customers and users of the VEXUS Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if VEXUS makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If VEXUS agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to annual increases. Other prices are subject to change. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO VEXUS'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE. VEXUS'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. VEXUS MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE VEXUS MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY VEXUS IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF VEXUS DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR VEXUS SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR VEXUS PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE VEXUS SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER VEXUS PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, VEXUS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

6. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

7. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to VEXUS, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

VEXUS

8. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to VEXUS for the listing service.

9. Term and Termination; Early Termination Fee. The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If VEXUS terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by VEXUS through the date of termination including but not limited to any third party costs incurred by VEXUS, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from VEXUS, if less than twelve months) purchased from VEXUS multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of VEXUS including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that VEXUS's damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

10. Access to Premises and Installation of System. Customer grants VEXUS the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to VEXUS, shall secure and maintain all necessary rights of access to the service location(s) for VEXUS to install, operate and remove its equipment and provide the Services. VEXUS in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If VEXUS's access rights to the service location are terminated or restricted, early termination fees will apply.

11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

12. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both VEXUS and our program provider. Customer shall indemnify and hold VEXUS harmless against and from any violation of this provision.

13. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized VEXUS Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on VEXUS. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without VEXUS's prior written consent. The parties acknowledge that VEXUS is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of VEXUS under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

VEXUS INTERNET, CABLE AND PHONE

CUSTOMER

Signature: Brad Rike

Print Name: Brad Rike

Title: VP

Date: 1/11/24

Tax ID #: 45-2174784

Service Address: 1205 15TH ST LUBBOCK TX 79401

Phone: (806) 747-8909

CUSTOMER ACKNOWLEDGEMENT. By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) VEXUS may contact me at the phone number above (or such other phone number or email address provided by me to VEXUS), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) VEXUS manages its Internet Network according to specific Practices and Procedures, which can be found at https://www.vexusfiber.com; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at https://www.vexusfiber.com

PIN # _____

VEXUS requires that you create a 4-digit PIN that will be required when you request changes to your VEXUS Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify VEXUS if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with VEXUS on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact VEXUS and change the PIN. VEXUS is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

Exhibit B

Contract 17843

ADDENDUM TO AGREEMENT WITH VEXUS FIBER, LLC

This Addendum to the above referenced Agreement is made and entered into by and between the City of Lubbock (the "City), A Texas Municipal Corporation, and VEXUS FIBER LLC, a limited liability company ("Vexus"), ("the 'Contracting Party").

(1) 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.

(2) 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.

(3) 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.

(4) No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion 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.

(5) 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.

(6) 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.

(7) This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.

(8) The parties expressly acknowledge that the City's authority to indemnify and/or hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by the City is invalid.

(9) In the event of any conflict between either the terms and provisions of this Addendum and the Agreement, this Addendum will control.

CITY OF LUBBOCK, TX	VEXUS FIBER, LLC
_____	_____
Authorized Signature	Authorized Signature
Tray Payne, Mayor	Brett Ritter VP
Printed Name and Title	Printed Name and Title
Date: _____	Date: 1/11/24

City of Lubbock, TX
Capital Project Cost Detail
January 23, 2024

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	-	-	-	-	14,861	34,139	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
Lee Lewis Contract #15789 Amendment 2	217,391	-	-	-	-	-	217,391
Agenda Item January 23, 2024							
Vexus Contract #17834	53,300	-	-	-	-	-	53,300
Encumbered/Expended To Date	20,648,202	7,121,125	6,971,069	7,088,424	8,740,213	5,592,813	56,161,846

Estimated Costs for Remaining Appropriation	
Police Department & I.T. Funds	151,517
Communications, Technology, Move, FFE, etc.	952,640
Remaining Appropriation	952,640
Total Appropriation	$ 57,114,485

Information

Agenda Item

Resolutions - Community Development: Consider five resolutions authorizing the Mayor to execute five Community Development Block Grant Funding Agreements, and all related documents, by and between the City of Lubbock and CASA of the South Plains, Community Health Center of Lubbock, Lubbock Children's Health Clinic, YWCA of Lubbock, and Catholic Charities, diocese of Lubbock.

Item Summary

The Funding Source for Community Development Block Grants (CDBG) is the U.S. Department of Housing & Urban Development (HUD), and HUD administers those CDBG funds.

The Community Development & Services Board (CDSB) at their regular board meeting, June 21, 2023, made a recommendation to the City Council to approve the 2023-2024 Annual Action Plan. The City Council approved the CDSB recommendation on July 25, 2023.

The CDSB met on October 11, 2023, and recommends the following allocations and agreements:

CDBG Public Service

Grantee
CASA of the South Plains – Volunteer Advocate Program: Court Appointed Special Advocates (CASA) are appointed by a judge, and they assist a child as they navigate the child welfare system. Volunteers provide valuable information through court reports and testimony, and make recommendations in the child's best interest to the judge, to help them make informed decisions.
Amount of Contract 17811 - $50,000

Grantee
Community Health Center of Lubbock – Dental Health Program: This program will improve access to dental care for low-to-moderate-income persons by increasing and sustaining access to dental services during the evening and weekends.
Amount of Contract 17812 - $50,000

Grantee
Lubbock Children's Health Clinic – Electronic Health Record (EHR) Operating System: This program will support an electronic health record (EHR) operating system by covering ongoing maintenance, software updates, and security enhancements to ensure compliance and the EHR system's continued effectiveness. The program is utilized by staff in an effort to provide healthcare and service to low-to-moderate-income persons.
Amount of Contract 17813 - $50,000

Grantee
YWCA of Lubbock – Childcare Scholarships: This program will provide scholarships for childcare

services to eligible households with infants, toddlers, preschoolers, or school-aged children, and who are in need of assistance due to circumstantial constraints, thus allowing them to maintain stability while continuing to work or seek employment.
Amount of Contract 17814 - $100,000

Grantee
Catholic Charities, Diocese of Lubbock – Parent Empowerment Program- Education and Self Sufficiency Program: The Parent Empowerment Program (PEP) assists single-parent, female head-of-household families that are low-to-moderate-income, having at least one child under the age of 18, with costs related to higher education. Services include case management and financial assistance (tuition and testing fees, textbooks, uniforms, rent, and utility costs) to help families obtain better employment opportunities to combat and escape poverty.
Amount of Contract 17815 - $100,000

The Total Subrecipient Amount is $350,000.

The terms of the contracts are October 1, 2023 through September 30, 2024.

Fiscal Impact

There is no fiscal impact to the General Fund. The maximum amount allocated to the CDBG Subrecipients is $350,000.

Staff/Board Recommending

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

Attachments

Resolution - CASA of the South Plains
Agreement_17811 - CASA_of_the_South_Plains
Resolution - Community Health Center of Lubbock
Agreement_17812 - Community_Health_Center_of_Lubbock
Resolution - Lubbock Children's Health Clinic
Agreement_17813 - Lubbock_Childrens_Health_Clinic
Resolution - YWCA_of_Lubbock
Agreement_17814 - YWCA_of_Lubbock
Resolution - Catholic_Charities_Diocese_of_Lubbock
Agreement_17815 - Catholic_Charities_Diocese_of_Lubbock

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Community Development Block Grant Funding Agreement 17811, and all related documents, between the City of Lubbock and CASA of the South Plains, Inc., for funding to provide a volunteer advocate program for assisting children in the judicial child welfare system. 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:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT BETWEEN THE CITY OF LUBBOCK AND CASA OF THE SOUTH PLAINS, INC.

This Community Development Block Grant Program Funding Agreement (the "Agreement"), Contract No. **17811**, is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and **CASA of the South Plains, Inc.** (the "Grantee"), (each a "Party," and collectively the "Parties") acting by and through the Parties' representative officers and officials, and is hereby entered into by the Parties on this _____ day of _____, 2024 (the "Effective Date").

RECITALS

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to families and individuals throughout Lubbock County, Texas.

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.200(a) and 24 CFR 570.201; and

WHEREAS, the Grantee proposes to use the funds in order to provide Court Appointed Special Advocates to assist children as they navigate the child welfare system (the "Program"); and

WHEREAS, the Granteey's services benefit residents in and around Lubbock, Texas and constitute a valuable public service, and the City Council of the City (the "City Council") has declared the services provided by the City to be a public purpose; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this Agreement; and

WHEREAS, the continuing supervision by the City and State together with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the City has the special expertise, knowledge, and experience necessary for the operation of the Program; and, that the City will receive adequate consideration in the form of substantial public benefit; and **NOW, THEREFORE:**

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

AGREEMENT

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

1. The City agrees to provide the Grantee with funding from the U.S. Department of Housing and Urban Development (HUD) not to exceed the amount as stated in the attached EXHIBIT A, to be distributed and used according to the provisions of this Agreement.

2. The Funding will be limited to the Grantee's performance of the Program, including the satisfaction of expenses incurred by the Grantee in its performance of the Program.

3. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the Grantee in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the Grantee under this Agreement.

4. The City shall not be liable to the Grantee for any cost incurred by the Grantee which has been paid to the Grantee, which is subject to be paid to the Grantee, which has been reimbursed to the Grantee, or which is subject to reimbursement to the Grantee by any source other than the City or the City.

5. The City shall not be liable for any cost incurred by the Grantee which is not an allowable cost as set forth in this Agreement or under 24 CFR §570.207.

6. The City shall not be liable to the Grantee for any cost incurred by the Grantee or for any performance rendered by the Grantee which is not strictly in accordance with the terms of this Agreement.

7. The City shall not be liable to the Grantee for any cost incurred by the Grantee in the performance of this Agreement which has not been billed to the City by the Grantee within sixty (60) days following the termination of this Agreement.

8. The City shall not be liable for any cost incurred or performance rendered by the Grantee before the commencement or after termination of this Agreement.

9. The City may, at its sole discretion and convenience, review any work specifications prior to the beginning of a procurement process under this Agreement, and the City may inspect any construction for compliance with work specifications prior to the release of the Funding.

10. In accordance with 24 CFR 570.508, notwithstanding 2 CFR 200.337, the City shall provide citizens with reasonable access to records regarding the past use of CDBG funds,

consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

B. The Grantee's Responsibilities

1. The Grantee will be responsible for administering the Program in a manner satisfactory to the City and in compliance with this Agreement and with any and all statutory standards related to the Funding.

2. The Grantee certifies that all of its activities carried out for the Program through the Funding will satisfy 24 CFR Part 570, including, but not limited to: CDBG's eligible activities under the applicable uniform administrative requirements described in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards". The Grantee agrees to repay any and all of the Funding that does not satisfy the regulations required under this provision.

3. The Grantee shall perform all activities related to the Program in accordance with its budget; all applicable laws and regulations; and, with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.

4. Upon the City's request while this Agreement is in effect, the Grantee shall submit to the City any and all reports, documents, or information on the Grantee's performance of the Funding or the Program contemplated under this Agreement.

5. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed to by the Parties that if the Grantee fails to submit to the City in a timely and satisfactory manner any reports, documents, or information requested by the City under this Agreement, the City may, at its sole discretion, withhold all, or any part of, the Funding. If the City withholds all, or any part of, the Funding, it shall notify the Grantee in writing of its decision and the reasons therefor. Any Funding withheld pursuant to this paragraph may be held by the City until such time as the obligations for which the Funding is being withheld is fulfilled by the Grantee to the satisfaction of the City.

6. The Grantee shall refund to the City any Funding that has been paid to the Grantee by the City for which the City determines is a result of overpayment of the Funding to the Grantee, or for which the City determines any of the Funding has not been spent by the Grantee strictly in accordance with the terms of this Agreement. Such refund shall be made by the Grantee to the City within thirty (30) working days after such refund is requested by the City.

7. The Grantee shall submit to the City a request for an environmental assessment to be prepared and approved on individual construction sites prior to the beginning of any project if applicable.

8. The Grantee shall submit to the City a request for a review of all work specifications prior to the beginning of the procurement process.

9. The Grantee will have Match funds ready and available prior to the start of any project, if applicable. Failure to have Match funds ready and available may delay or cancel such project.

10. The Grantee agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Grantee dissolves, files for bankruptcy, or goes out of business for any reason.

C. Grantee's Match

The CDBG funds must be supplemented with additional funds from sources other than CDBG. This Grantee must provide Match for 25% or more of the total project costs from non-federal sources. Matching funds may include cash or in-kind donations, donated voluntary labor, donated professional services, donated supplies or materials, or other non-federal grant funds.

D. National Objective

The Grantee agrees that all activities funded with CDBG funds and carried out under this Agreement will meet the following CDBG program national objectives as defined in 24 CFR 570.208(a):

1) Activities benefiting low- and moderate-income persons

E. Performance Monitoring

1. *General Monitoring*. In accordance with 24 CFR 570.501(b), the City will monitor the Grantee's performance under this Agreement in order to ensure that the Grantee complies with the terms of this Agreement and all other applicable laws and regulations related to this Agreement and the Funding provided through this Agreement (the "Monitoring"). The Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year, and will take place on a monthly basis as described below. Quarterly monitoring reviews may be performed for performance management. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City in writing, the City may suspend or terminate this Agreement.

2. *On-site Monitoring*. The number of on-site Monitoring visits will be determined by the City. The City will send a Monitoring notification letter sent to the Grantee at least fifteen (15) days before a Monitoring visit. The Grantee must provide a written response to the Monitoring report within thirty (30) days that describes how the Grantee will resolve the issues raised by the City in the Monitoring report. The Grantee must confirm receipt of the

Monitoring report within thirty (30) days if no actionable issues were identified in the Monitoring report. The City reserves the right to conduct a spot check of Grantee's facility where program takes place, at any given time without notice.

Article 2. TIME OF PERFORMANCE

Services of the Grantee shall start on the first (1st) day of October, 2023, and end on the thirtieth (30th) day of September, 2024 (the "Term"). The Term and the provisions of this Agreement shall be extended to cover any additional time period during which the City remains in control of the CDBG Funding period or other CDBG assets, including Program income.

Article 3. BUDGET

The Funding made available to the Grantee under this Agreement shall be specifically drawn from the sources listed in this section (the "Budget"). The Funding made available to the City under this Agreement shall be drawn from several fiscal year allocations by HUD to the City. In the budget listed below, the fiscal year of a HUD allocation to the City is listed to the left of the funding under that allocation that is made available to the Grantee for the Project under this Agreement. The Funding made available to the Grantee under this Agreement shall be directly linked to the specific funding year and amount listed in the attached EXHIBIT A. Any amendments to the budget must be approved in writing by both the City and the Grantee.

Article 4. PAYMENT

A. The Payment

The Funding shall be disbursed on a monthly basis, pending the Grantee's submission to the City of a written request for reimbursement, with such request being in a form acceptable to the City (the "Payment"). Expenses eligible for Payment to the Grantee by the City shall be those expenses that have been incurred or paid for by the Grantee prior to the Grantee's submission to the City of a request for Payment. In its request to the City for the Payment, the Grantee shall submit detailed source documentation to the City that clearly shows the source of the expenses incurred and paid for by the Grantee that are the subject of the Grantee's request for Payment. Such source documentation includes, but is not limited to, time sheets, paycheck stubs, receipts, general ledger, invoices, billing statements, or other verification in support of all expenditures incurred by the Grantee in its performance of the Program.

B. Not to Exceed

The total amount of the Funding to be paid by the City under this Agreement shall not exceed the amount as stated in the attached EXHIBIT A, for the Program. Any drawdowns on the Payment and any expenses for the general administration of the Program shall be made against the line item budgets specified in this Agreement and in accordance with the Grantee's performance of Program.

C. 2 CFR Part 200

Every Payment may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in 2 CFR Part 200.

Article 5. **SPECIAL CONDITIONS:** None.

Article 6. **GENERAL CONDITIONS**

A. General Compliance

1. The Grantee agrees to comply with the requirements of 24 CFR Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations; except that: (1) the Grantee does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

2. The Grantee also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the CDBG Funding provided under this Agreement. The Grantee further agrees to utilize the CDBG Funding under this agreement to supplement, rather than supplant, funds otherwise available.

3. The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to: 24 CFR Part 570; 2 CFR Part 200; The Davis-Bacon Fair Labor Standards Act; The Contract Work Hours and Safety Standards Act of 1962; Copeland "Anti-Kickback" act of 1934; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Title VI of the Civil Rights Act of 1964, (Public Law 88-352 implemented in 24 CFR Part 1); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107); Section 104(b) and 109 of the HCD Act of 1974; 24 CFR Part 75, Section 3 of the Housing and Urban Development Act of 1968; Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904; Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards; The Architectural Barriers Act of 1968; The Americans With Disabilities Act (ADA) of 1990; The Age Discrimination Act of 1975, as amended; National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended; Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401; Asbestos guidelines established in CPD Notice 90-44; HUD Environmental Criteria and Standards (24CFR Part 51); The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39; Historic Preservation Act of 1966, as amended, and

related laws and Executive Orders; Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.); and, Flood Disaster protection Act of 1973.

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner, to create or establish the relationship of employer and employee between the Parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Workers' Compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

1. **THE GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE ACTIVITIES CONTEMPLATED HEREUNDER.**

2. **THE GRANTEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY ENFORCING THE GRANTEE'S INDEMNITY HEREIN.**

3. **THE GRANTEE, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS SHALL NOT BE LIABLE, AND THE CITY HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FOR, FROM, AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES TO THE GRANTEE.**

4. **THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THIS AGREEMENT.**

D. Right to Exercise

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.

E. Workers' Compensation

If applicable, the Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Grantee shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Grantee shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the Funding source. In addition, the Grantee will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both Parties, and approved by the City Council. Such amendments shall neither invalidate this Agreement nor relieve or release the City or the Grantee from its obligations under this Agreement.

2. The City may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the Funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

1. In accordance with 2 CFR Part 200 either Party may terminate this Agreement for convenience by giving written notice to the other Party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any work completed on such documents or materials prior to the termination.

2. The City may terminate this agreement if the Grantee fails to comply with any terms of this Agreement, whole or in part which include (but are not limited to) the following:

a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;
b) Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;

c) Ineffective or improper use of CDBG funds provided under this agreement; or

d) Submission by the Grantee to the City of reports that are incorrect or incomplete in any material respect.

3. The City may suspend or terminate this Agreement if the City reasonably believes that the Grantee is in noncompliance with any requirement of this Agreement, then the City may withhold up to fifteen percent (15%) of the Funding until such time as the Grantee is found to be, or is otherwise adjudicated, to be in compliance.

4. The City may terminate this Agreement in the event of an emergency or disaster, whether, an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to the Grantee. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by the Grantee.

Article 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Grantee agrees to comply with 2 CFR Part 200, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred under this Agreement.

2. *Cost Principles.* The Grantee shall administer its program in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", which shall be applied to all direct or indirect costs incurred by the Grantee under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

    a) Records demonstrating that each activity meets one of the National Objectives of the CDBG Program, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by census tracts;

b) Records required to determine the eligibility of activities;

c) Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200;

d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f) Other records necessary to document compliance with Subpart K or 24 CFR Part 570.

2. *Retention.* The Grantee shall retain all financial records, supporting documents and all records pertinent to the Agreement, including but not limited to client data of no less than five (5) years. The retention period begins on the date of the submission to the City's annual performance and evaluation report to HUD in which activities assisted under this Agreement are reported on for the final time. Expenditures under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is any litigation, claim, audit, negotiation or other action that involves any of the records cited herein and that has started before the expiration of the five (5) year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. *Client Data.* The Grantee shall maintain client data that demonstrates its client eligibility for the Funding and services provided under this Agreement. Such data shall include, but not be limited to: client name or identifier; client address; client income level; age, gender, race, ethnicity or other determination of client eligibility; and, a description of the service provided to the client related to this Agreement. Such information shall be made available to the City or it's designees for review upon request.

4. *Disclosure.* The Grantee understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City or Grantee's responsibilities related to this Agreement, is prohibited unless written consent is obtained from such client receiving service(s) and in the case of a minor, that of a responsible parent or guardian, unless otherwise required by law.

5. *Property Records.* The Grantee shall maintain a real property inventory that clearly identifies any property purchased, improved, or sold under this Agreement or that is related to the Funding. Any such property shall throughout the Term remain in compliance with

all eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(7).

6. *Close-Outs.* The Grantee's obligation to the City under this Agreement shall not end until all close-out requirements under this Agreement are completed pursuant to applicable Federal regulations and law. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the City); final close-out reports; and, determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control of the CDBG funds, including program income.

7. *Audits & Inspections.* All of the Grantee's records related to this Agreement shall be made available at any time during normal business hours as often as the City or its designee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives deems necessary to monitor, audit (if required), examine, or make excerpts or transcripts of any data relevant to this Agreement in order for the City to produce an audit report. Any deficiencies noted in an audit report must be fully cleared by the Grantee within thirty (30) days after receipt by the City. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of Funding. The Grantee hereby agrees to have an annual internal audit conducted in accordance with current City policy concerning Grantee audits and, if required, a regular audit under Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Grantee Funds based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in the Grantee's accounts. In addition, the City reserves the right to liquidate any part of the Funding for costs incurred by the City on behalf of the Grantee.

2. *Performance and Financial Reports.* Throughout the Term, the Grantee shall submit monthly reports to the City, in a format, content and frequency as required by the City. A monthly Performance Report, a Financial Report, and a narrative for the Grantee's Program activity and shall include the amount of all of the Grantee's expenditures for each of its Program activities. The Grantee shall submit such reports, demographics and narratives no later than the tenth (10^{th}) day of each month. The End of Year report is due no later than October 10, 2024. Reporting will continue from the start of Program activity through the end of the Program year.

3. *Program Income.* The Grantee shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

D. Procurement

Compliance. The Grantee shall comply with Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and the City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with CDBG funds. All Program assets purchased with Funding, including unexpended program income, property, or equipment, shall revert to the City upon the termination of this Agreement.

1. *CFR Standards.* Unless specified otherwise within this Agreement, the Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

2. *Travel.* The Grantee shall obtain written approval from the City for any travel outside the metropolitan area that is financed in any way through the Funding under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR Part 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Grantee shall transfer to the City all CDBG funds on hand and any accounts receivable attributable to the use of the Funding under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Grantee's control that was acquired or improved, in whole or in part, with the Funding in excess of twenty-five thousand dollars ($25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as the City deems appropriate. If the Grantee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Grantee shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program income to the City.

The Grantee may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period, or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with the Funding under this Agreement is sold, the proceeds shall be Program income to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment not needed by the Grantee for activities under this Agreement shall be (a) transferred to the City for the CDBG program, or (b) retained after compensating the City for an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

Article 8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and, the requirements in 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Grantee shall provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Grantee also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Article 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Grantee agrees to comply, and to require its subcontractors to comply, with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and, with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086.

2. *Nondiscrimination.* The Grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA are still applicable. The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. The Grantee will take affirmative action to ensure that all employment practices are free from such

discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. l. 88-352) and 24 CFR 570.601-602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. *Section 504.* The Grantee agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.

5. *Reports.* The Grantee shall maintain a report that documents the race and ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. *Policies.* The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Grantee agrees they shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. If the Grantee receives Federal funds through the City, then the Grantee shall be required to develop a written Affirmative Action Program to ensure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Grantee will use its best efforts to afford small businesses, minority- and women-owned business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C 632), and "minority and female business enterprise" means a business at least fifty-one percent (51%) owned

and controlled by minority group members or women. For the purpose of the term "minority group members" means Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority- and women-owned business enterprises in lieu of an independent investigation.

2. *Access to Records.* The Grantee shall furnish and cause any subgrantee or subcontractor to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

3. *Notifications.* The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. *Subcontract Provisions.* The Grantee will include the provisions of the Civil Rights and Affirmative Action sections of this Agreement, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Grantee or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Grantee is prohibited from using the Funding provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.

2. *Labor Standards.*

   a) The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Copeland "Anti-Kickback" Act (18 U.S.C. 874 *et seq.*) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Grantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

   b) The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars ($2,000) for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement,

shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. "Section 3" Clause

1. *Compliance.* Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement, and binding upon the City, the Grantee, any of Subrecipient, and subcontractor. The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

2. *"Section 3" Paragraph.* The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> **"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."**

3. *Training & Employment.* The Grantee will ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Grantee agrees that priority should be given to low- and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

4. *Award of Contracts.* The Grantee agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Grantee agrees that priority should be given to business concerns which

provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

5. *Notifications.* The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

6. *Subcontracts.* The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not allow any subcontract unless the entity provides a preliminary statement of ability to comply with the requirements of this Agreement and all other applicable law.

E. Assignability

The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Claims for money due or to become due to the City from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

F. Subcontracts

1. *Approvals.* The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.

2. *Monitoring.* The Grantee will monitor the performance of all subcontracted services on a regular basis. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Substandard performance as determined by the Grantee or the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable time after being notified, Agreement suspension or termination will take place.

3. *Content.* The Grantee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. *Selection Process.* The Grantee shall insure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis.

Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

5. *Suspension and Disbarment.* The Grantee shall not enter into any subcontracts with an agency, business, or individual that has been suspended, disbarred, or otherwise excluded from Federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any of the Funding to a subcontract.

G. Hatch Act

The Grantee agrees that no Funding or personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

H. Conflict of Interest

The Grantee agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include but are not limited to:

1. The Grantee shall maintain a written code of conduct to govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer, or agent of the Grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (l) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Grantee, or any designated public agency.

I. Lobbying

The Grantee hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. It will require that the language of Article 10.D.2 of this Agreement be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all Subrecipients shall certify and disclose accordingly.

J. Lobbying Certification

Any person who fails to file the required certification imposed by section 1352, title 31, U.S.C. shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure. Submission of such certification is a prerequisite for making or entering into this Agreement, and the certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

K. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for government purposes.

L. Religious Organization

The Grantee agrees that the Funding provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselyzation.

Article 10. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- National Environmental Policy Act, 42 U.S.C. Part 55.
- Clean Air Act, 42 U.S.C., 7401, et seq;

- Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information; other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and, Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.
Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Asbestos

The Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

Article 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

Article 12. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Article 13. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Article 14. CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The City warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

Article 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Grantee, and any Subrecipient, with respect to this Agreement.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS AGREEMENT ON THE EFFECTIVE DATE

[Signature Page to Follow]

SIGNATURES

FOR: THE CITY OF LUBBOCK

TRAY PAYNE, MAYOR

FOR: CASA of the South Plains, Inc.

Jaclyn Morris, Executive Director

Michael Trent Phillips, President
FED. I.D. #75-2482631

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

FY 2023 – 2024

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

EXHIBIT A

GRANTEE - **CASA of the South Plains, Inc.**

PROGRAM - **Volunteer Advocacy Program**

ALLOCATION - $50,000

MATCH - $12,500

PROGRAM DELIVERY- Court Appointed Special Advocates (CASA) are appointed by a judge and assist a child as they navigate the child welfare system. Volunteers provide valuable information through court reports and testimony, and make recommendations in the child's best interest to the judge to help them make informed decisions.

LEVEL OF ACCOMPLISHMENT - In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

Activity	**Time of Performance**	**Proposed Count**
Volunteer Advocacy Program	October 1, 2023 – September 30, 2024	400 Unduplicated Persons

Monthly Reports and Reimbursement Request are due by the 10th of each month
Year End and Outcome Report due no later than October 10, 2024

BUDGET -

Line Item	**Grant Funds**
Program Delivery	$50,000

CONTACT INFORMATION

Communication and details concerning this Agreement shall be directed to the following:

For the City:
Community Development
Karen Murfee, Director
P.O. Box 2000
Lubbock, TX 79457
(806) 775-2296
kmurfee@mylubbock.us

For the Grantee:
CASA of the South Plains
Jaclyn Morris, Executive Director
4601 S Loop 289, Ste. 25
Lubbock, TX 79424
806-778-8169
jaclynm@casaofthesouthplains.org

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Community Development Block Grant Funding Agreement 17812, and all related documents, between the City of Lubbock and Community Health Center of Lubbock, for funding to provide low to moderate income individuals and families with dental care. 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:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES. CDBG Contract 17812- Community Health Center

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
COMMUNITY HEALTH CENTER OF LUBBOCK, INC.

This Community Development Block Grant Program Funding Agreement (the "Agreement"), Contract No. **17812,** is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and **Community Health Center of Lubbock** (the "Grantee"), (each a "Party," and collectively the "Parties") acting by and through the Parties' representative officers and officials, and is hereby entered into by the Parties on this _____ day of ____ _____, 2024 (the "Effective Date").

RECITALS

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to families and individuals throughout Lubbock County, Texas.

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.200(a) and 24 CFR 570.201; and

WHEREAS, the Grantee proposes to use the funds in order to provide low to moderate income individuals and families with dental care (the "Program"); and

WHEREAS, the Granteey's services benefit residents in and around Lubbock, Texas and constitute a valuable public service, and the City Council of the City (the "City Council") has declared the services provided by the City to be a public purpose; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this Agreement; and

WHEREAS, the continuing supervision by the City and State together with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the City has the special expertise, knowledge, and experience necessary for the operation of the Program; and, that the City will receive adequate consideration in the form of substantial public benefit; and **NOW, THEREFORE:**

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

AGREEMENT

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

1. The City agrees to provide the Grantee with funding from the U.S. Department of Housing and Urban Development (HUD) not to exceed the amount as stated in the attached EXHIBIT A, to be distributed and used according to the provisions of this Agreement.

2. The Funding will be limited to the Grantee's performance of the Program, including the satisfaction of expenses incurred by the Grantee in its performance of the Program.

3. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the Grantee in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the Grantee under this Agreement.

4. The City shall not be liable to the Grantee for any cost incurred by the Grantee which has been paid to the Grantee, which is subject to be paid to the Grantee, which has been reimbursed to the Grantee, or which is subject to reimbursement to the Grantee by any source other than the City or the City.

5. The City shall not be liable for any cost incurred by the Grantee which is not an allowable cost as set forth in this Agreement or under 24 CFR §570.207.

6. The City shall not be liable to the Grantee for any cost incurred by the Grantee or for any performance rendered by the Grantee which is not strictly in accordance with the terms of this Agreement.

7. The City shall not be liable to the Grantee for any cost incurred by the Grantee in the performance of this Agreement which has not been billed to the City by the Grantee within sixty (60) days following the termination of this Agreement.

8. The City shall not be liable for any cost incurred or performance rendered by the Grantee before the commencement or after termination of this Agreement.

9. The City may, at its sole discretion and convenience, review any work specifications prior to the beginning of a procurement process under this Agreement, and the City may inspect any construction for compliance with work specifications prior to the release of the Funding.

10. In accordance with 24 CFR 570.508, notwithstanding 2 CFR 200.337, the City shall provide citizens with reasonable access to records regarding the past use of CDBG funds,

consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

B. The Grantee's Responsibilities

1. The Grantee will be responsible for administering the Program in a manner satisfactory to the City and in compliance with this Agreement and with any and all statutory standards related to the Funding.

2. The Grantee certifies that all of its activities carried out for the Program through the Funding will satisfy 24 CFR Part 570, including, but not limited to: CDBG's eligible activities under the applicable uniform administrative requirements described in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards". The Grantee agrees to repay any and all of the Funding that does not satisfy the regulations required under this provision.

3. The Grantee shall perform all activities related to the Program in accordance with its budget; all applicable laws and regulations; and, with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.

4. Upon the City's request while this Agreement is in effect, the Grantee shall submit to the City any and all reports, documents, or information on the Grantee's performance of the Funding or the Program contemplated under this Agreement.

5. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed to by the Parties that if the Grantee fails to submit to the City in a timely and satisfactory manner any reports, documents, or information requested by the City under this Agreement, the City may, at its sole discretion, withhold all, or any part of, the Funding. If the City withholds all, or any part of, the Funding, it shall notify the Grantee in writing of its decision and the reasons therefor. Any Funding withheld pursuant to this paragraph may be held by the City until such time as the obligations for which the Funding is being withheld is fulfilled by the Grantee to the satisfaction of the City.

6. The Grantee shall refund to the City any Funding that has been paid to the Grantee by the City for which the City determines is a result of overpayment of the Funding to the Grantee, or for which the City determines any of the Funding has not been spent by the Grantee strictly in accordance with the terms of this Agreement. Such refund shall be made by the Grantee to the City within thirty (30) working days after such refund is requested by the City.

7. The Grantee shall submit to the City a request for an environmental assessment to be prepared and approved on individual construction sites prior to the beginning of any project if applicable.

8. The Grantee shall submit to the City a request for a review of all work specifications prior to the beginning of the procurement process.

9. The Grantee will have Match funds ready and available prior to the start of any project, if applicable. Failure to have Match funds ready and available may delay or cancel such project.

10. The Grantee agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Grantee dissolves, files for bankruptcy, or goes out of business for any reason.

C. Grantee's Match

The CDBG funds must be supplemented with additional funds from sources other than CDBG. This Grantee must provide Match for 25% or more of the total project costs from non-federal sources. Matching funds may include cash or in-kind donations, donated voluntary labor, donated professional services, donated supplies or materials, or other non-federal grant funds.

D. National Objective

The Grantee agrees that all activities funded with CDBG funds and carried out under this Agreement will meet the following CDBG program national objectives as defined in 24 CFR 570.208(a):

1) Activities benefiting low- and moderate-income persons

E. Performance Monitoring

1. *General Monitoring*. In accordance with 24 CFR 570.501(b), the City will monitor the Grantee's performance under this Agreement in order to ensure that the Grantee complies with the terms of this Agreement and all other applicable laws and regulations related to this Agreement and the Funding provided through this Agreement (the "Monitoring"). The Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year, and will take place on a monthly basis as described below. Quarterly monitoring reviews may be performed for performance management. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City in writing, the City may suspend or terminate this Agreement.

2. *On-site Monitoring*. The number of on-site Monitoring visits will be determined by the City. The City will send a Monitoring notification letter sent to the Grantee at least fifteen (15) days before a Monitoring visit. The Grantee must provide a written response to the Monitoring report within thirty (30) days that describes how the Grantee will resolve the issues raised by the City in the Monitoring report. The Grantee must confirm receipt of the

Monitoring report within thirty (30) days if no actionable issues were identified in the Monitoring report. The City reserves the right to conduct a spot check of Grantee's facility where program takes place, at any given time without notice.

Article 2. TIME OF PERFORMANCE

Services of the Grantee shall start on the first (1st) day of October, 2023, and end on the thirtieth (30th) day of September, 2024 (the "Term"). The Term and the provisions of this Agreement shall be extended to cover any additional time period during which the City remains in control of the CDBG Funding period or other CDBG assets, including Program income.

Article 3. BUDGET

The Funding made available to the Grantee under this Agreement shall be specifically drawn from the sources listed in this section (the "Budget"). The Funding made available to the City under this Agreement shall be drawn from several fiscal year allocations by HUD to the City. In the budget listed below, the fiscal year of a HUD allocation to the City is listed to the left of the funding under that allocation that is made available to the Grantee for the Project under this Agreement. The Funding made available to the Grantee under this Agreement shall be directly linked to the specific funding year and amount listed in the attached EXHIBIT A. Any amendments to the budget must be approved in writing by both the City and the Grantee.

Article 4. PAYMENT

A. The Payment

The Funding shall be disbursed on a monthly basis, pending the Grantee's submission to the City of a written request for reimbursement, with such request being in a form acceptable to the City (the "Payment"). Expenses eligible for Payment to the Grantee by the City shall be those expenses that have been incurred or paid for by the Grantee prior to the Grantee's submission to the City of a request for Payment. In its request to the City for the Payment, the Grantee shall submit detailed source documentation to the City that clearly shows the source of the expenses incurred and paid for by the Grantee that are the subject of the Grantee's request for Payment. Such source documentation includes, but is not limited to, time sheets, paycheck stubs, receipts, general ledger, invoices, billing statements, or other verification in support of all expenditures incurred by the Grantee in its performance of the Program.

B. Not to Exceed

The total amount of the Funding to be paid by the City under this Agreement shall not exceed the amount as stated in the attached EXHIBIT A, for the Program. Any drawdowns on the Payment and any expenses for the general administration of the Program shall be made against the line item budgets specified in this Agreement and in accordance with the Grantee's performance of Program.

C. 2 CFR Part 200

Every Payment may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in 2 CFR Part 200.

Article 5. **SPECIAL CONDITIONS:** None.

Article 6. **GENERAL CONDITIONS**

A. General Compliance

1. The Grantee agrees to comply with the requirements of 24 CFR Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations; except that: (1) the Grantee does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

2. The Grantee also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the CDBG Funding provided under this Agreement. The Grantee further agrees to utilize the CDBG Funding under this agreement to supplement, rather than supplant, funds otherwise available.

3. The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to: 24 CFR Part 570; 2 CFR Part 200; The Davis-Bacon Fair Labor Standards Act; The Contract Work Hours and Safety Standards Act of 1962; Copeland "Anti-Kickback" act of 1934; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Title VI of the Civil Rights Act of 1964, (Public Law 88-352 implemented in 24 CFR Part 1); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107); Section 104(b) and 109 of the HCD Act of 1974; 24 CFR Part 75, Section 3 of the Housing and Urban Development Act of 1968; Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904; Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards; The Architectural Barriers Act of 1968; The Americans With Disabilities Act (ADA) of 1990; The Age Discrimination Act of 1975, as amended; National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended; Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401; Asbestos guidelines established in CPD Notice 90-44; HUD Environmental Criteria and Standards (24CFR Part 51); The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39; Historic Preservation Act of 1966, as amended, and

related laws and Executive Orders; Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.); and, Flood Disaster protection Act of 1973.

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner, to create or establish the relationship of employer and employee between the Parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Workers' Compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

1. **THE GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE ACTIVITIES CONTEMPLATED HEREUNDER.**

2. **THE GRANTEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY ENFORCING THE GRANTEE'S INDEMNITY HEREIN.**

3. **THE GRANTEE, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS SHALL NOT BE LIABLE, AND THE CITY HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FOR, FROM, AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES TO THE GRANTEE.**

4. **THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THIS AGREEMENT.**

D. Right to Exercise

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.

E. Workers' Compensation

If applicable, the Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Grantee shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Grantee shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the Funding source. In addition, the Grantee will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both Parties, and approved by the City Council. Such amendments shall neither invalidate this Agreement nor relieve or release the City or the Grantee from its obligations under this Agreement.

2. The City may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the Funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

1. In accordance with 2 CFR Part 200 either Party may terminate this Agreement for convenience by giving written notice to the other Party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any work completed on such documents or materials prior to the termination.

2. The City may terminate this agreement if the Grantee fails to comply with any terms of this Agreement, whole or in part which include (but are not limited to) the following:

a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;
b) Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;

c) Ineffective or improper use of CDBG funds provided under this agreement; or

d) Submission by the Grantee to the City of reports that are incorrect or incomplete in any material respect.

3. The City may suspend or terminate this Agreement if the City reasonably believes that the Grantee is in noncompliance with any requirement of this Agreement, then the City may withhold up to fifteen percent (15%) of the Funding until such time as the Grantee is found to be, or is otherwise adjudicated, to be in compliance.

4. The City may terminate this Agreement in the event of an emergency or disaster, whether, an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to the Grantee. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by the Grantee.

Article 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Grantee agrees to comply with 2 CFR Part 200, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred under this Agreement.

2. *Cost Principles.* The Grantee shall administer its program in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", which shall be applied to all direct or indirect costs incurred by the Grantee under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a) Records demonstrating that each activity meets one of the National Objectives of the CDBG Program, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by census tracts;

b) Records required to determine the eligibility of activities;

c) Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200;

d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f) Other records necessary to document compliance with Subpart K or 24 CFR Part 570.

2. *Retention.* The Grantee shall retain all financial records, supporting documents and all records pertinent to the Agreement, including but not limited to client data of no less than five (5) years. The retention period begins on the date of the submission to the City's annual performance and evaluation report to HUD in which activities assisted under this Agreement are reported on for the final time. Expenditures under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is any litigation, claim, audit, negotiation or other action that involves any of the records cited herein and that has started before the expiration of the five (5) year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. *Client Data.* The Grantee shall maintain client data that demonstrates its client eligibility for the Funding and services provided under this Agreement. Such data shall include, but not be limited to: client name or identifier; client address; client income level; age, gender, race, ethnicity or other determination of client eligibility; and, a description of the service provided to the client related to this Agreement. Such information shall be made available to the City or it's designees for review upon request.

4. *Disclosure.* The Grantee understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City or Grantee's responsibilities related to this Agreement, is prohibited unless written consent is obtained from such client receiving service(s) and in the case of a minor, that of a responsible parent or guardian, unless otherwise required by law.

5. *Property Records.* The Grantee shall maintain a real property inventory that clearly identifies any property purchased, improved, or sold under this Agreement or that is related to the Funding. Any such property shall throughout the Term remain in compliance with

all eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(7).

6. *Close-Outs.* The Grantee's obligation to the City under this Agreement shall not end until all close-out requirements under this Agreement are completed pursuant to applicable Federal regulations and law. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the City); final close-out reports; and, determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control of the CDBG funds, including program income.

7. *Audits & Inspections.* All of the Grantee's records related to this Agreement shall be made available at any time during normal business hours as often as the City or its designee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives deems necessary to monitor, audit (if required), examine, or make excerpts or transcripts of any data relevant to this Agreement in order for the City to produce an audit report. Any deficiencies noted in an audit report must be fully cleared by the Grantee within thirty (30) days after receipt by the City. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of Funding. The Grantee hereby agrees to have an annual internal audit conducted in accordance with current City policy concerning Grantee audits and, if required, a regular audit under Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Grantee Funds based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in the Grantee's accounts. In addition, the City reserves the right to liquidate any part of the Funding for costs incurred by the City on behalf of the Grantee.

2. *Performance and Financial Reports.* Throughout the Term, the Grantee shall submit monthly reports to the City, in a format, content and frequency as required by the City. A monthly Performance Report, a Financial Report, and a narrative for the Grantee's Program activity and shall include the amount of all of the Grantee's expenditures for each of its Program activities. The Grantee shall submit such reports, demographics and narratives no later than the tenth (10^{th}) day of each month. The End of Year report is due no later than October 10, 2024. Reporting will continue from the start of Program activity through the end of the Program year.

3. *Program Income.* The Grantee shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

D. Procurement

Compliance. The Grantee shall comply with Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and the City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with CDBG funds. All Program assets purchased with Funding, including unexpended program income, property, or equipment, shall revert to the City upon the termination of this Agreement.

1. *CFR Standards.* Unless specified otherwise within this Agreement, the Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

2. *Travel.* The Grantee shall obtain written approval from the City for any travel outside the metropolitan area that is financed in any way through the Funding under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR Part 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Grantee shall transfer to the City all CDBG funds on hand and any accounts receivable attributable to the use of the Funding under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Grantee's control that was acquired or improved, in whole or in part, with the Funding in excess of twenty-five thousand dollars ($25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as the City deems appropriate. If the Grantee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Grantee shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program income to the City.

The Grantee may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period, or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with the Funding under this Agreement is sold, the proceeds shall be Program income to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment not needed by the Grantee for activities under this Agreement shall be (a) transferred to the City for the CDBG program, or (b) retained after compensating the City for an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

Article 8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and, the requirements in 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Grantee shall provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Grantee also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Article 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Grantee agrees to comply, and to require its subcontractors to comply, with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and, with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086.

2. *Nondiscrimination.* The Grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA are still applicable. The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. The Grantee will take affirmative action to ensure that all employment practices are free from such

discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. l. 88-352) and 24 CFR 570.601-602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. *Section 504.* The Grantee agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.

5. *Reports.* The Grantee shall maintain a report that documents the race and ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. *Policies.* The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Grantee agrees they shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. If the Grantee receives Federal funds through the City, then the Grantee shall be required to develop a written Affirmative Action Program to ensure that equal opportunity is provided in all aspects of its employment.

1. Women- and Minority-Owned Business (W/MBE). The Grantee will use its best efforts to afford small businesses, minority- and women-owned business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C 632), and "minority and female business enterprise" means a business at least fifty-one percent (51%) owned

and controlled by minority group members or women. For the purpose of the term "minority group members" means Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority- and women-owned business enterprises in lieu of an independent investigation.

2. *Access to Records.* The Grantee shall furnish and cause any subgrantee or subcontractor to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

3. *Notifications.* The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. *Subcontract Provisions.* The Grantee will include the provisions of the Civil Rights and Affirmative Action sections of this Agreement, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Grantee or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Grantee is prohibited from using the Funding provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.

2. *Labor Standards.*

   a) The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Copeland "Anti-Kickback" Act (18 U.S.C. 874 *et seq.*) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Grantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

   b) The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars ($2,000) for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement,

shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. "Section 3" Clause

1. *Compliance.* Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement, and binding upon the City, the Grantee, any of Subrecipient, and subcontractor. The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

2. *"Section 3" Paragraph.* The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

3. *Training & Employment.* The Grantee will ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Grantee agrees that priority should be given to low- and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

4. *Award of Contracts.* The Grantee agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Grantee agrees that priority should be given to business concerns which

provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

5. *Notifications.* The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

6. *Subcontracts.* The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not allow any subcontract unless the entity provides a preliminary statement of ability to comply with the requirements of this Agreement and all other applicable law.

E. Assignability

The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Claims for money due or to become due to the City from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

F. Subcontracts

1. *Approvals.* The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.

2. *Monitoring.* The Grantee will monitor the performance of all subcontracted services on a regular basis. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Substandard performance as determined by the Grantee or the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable time after being notified, Agreement suspension or termination will take place.

3. *Content.* The Grantee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. *Selection Process.* The Grantee shall insure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis.

Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

5. *Suspension and Disbarment.* The Grantee shall not enter into any subcontracts with an agency, business, or individual that has been suspended, disbarred, or otherwise excluded from Federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any of the Funding to a subcontract.

G. Hatch Act

The Grantee agrees that no Funding or personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

H. Conflict of Interest

The Grantee agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include but are not limited to:

1. The Grantee shall maintain a written code of conduct to govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer, or agent of the Grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (l) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Grantee, or any designated public agency.

I. Lobbying

The Grantee hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. It will require that the language of Article 10.D.2 of this Agreement be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all Subrecipients shall certify and disclose accordingly.

J. Lobbying Certification

Any person who fails to file the required certification imposed by section 1352, title 31, U.S.C. shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure. Submission of such certification is a prerequisite for making or entering into this Agreement, and the certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

K. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for government purposes.

L. Religious Organization

The Grantee agrees that the Funding provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselyzation.

Article 10. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- National Environmental Policy Act, 42 U.S.C. Part 55.
- Clean Air Act, 42 U.S.C., 7401, et seq;

- Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information; other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and, Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.
Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Asbestos

The Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

Article 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

Article 12. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Article 13. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Article 14. CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The City warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

Article 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Grantee, and any Subrecipient, with respect to this Agreement.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS AGREEMENT ON THE EFFECTIVE DATE

[Signature Page to Follow]

SIGNATURES

FOR: THE CITY OF LUBBOCK

TRAY PAYNE, MAYOR

FOR: Community Health Center of Lubbock, Inc.

Michael Sullivan, Executive Director

Brandon Hartley, Board President
FED. I.D. #75-2424925

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

FY 2023 – 2024

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

EXHIBIT A

GRANTEE - **Community Health Center of Lubbock**

PROGRAM - **Dental Program**

ALLOCATION - $50,000

MATCH - $12,500

PROGRAM DELIVERY- This program will improve access to dental care for low- to moderate-income persons by increasing and sustaining access to dental services during the evening and weekends.

LEVEL OF ACCOMPLISHMENT - In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

Activity	**Time of Performance**	**Proposed Count**
Dental Services	October 1, 2023 – September 30, 2024	220 Unduplicated Patients

Monthly Reports and Reimbursement Request are due by the 10th of each month
Year End and Outcome Report due no later than October 10, 2024

BUDGET -

Line Item	**Grant Funds**
Dentist Salaries	$50,000.00

CONTACT INFORMATION

Communication and details concerning this Agreement shall be directed to the following:

For the City:
Community Development
Karen Murfee, Director
P.O. Box 2000
Lubbock, TX 79457
(806) 775-2296
kmurfee@mylubbock.us

For the Grantee:
Community Health Center of Lubbock
Barbara Moore
1610 5th St
Lubbock, TX 79401
(806) 765-2611
bmoore@chcl.tachc.org

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Community Development Block Grant Funding Agreement 17813, and all related documents, between the City of Lubbock and Lubbock Children's Health Clinic, for funding for an electronic health record operating system to assist in providing healthcare for low to moderate income individuals and families. 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:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
LUBBOCK CHILDREN'S HEALTH CLINIC

This Community Development Block Grant Program Funding Agreement (the "Agreement"), Contract No. **17813**, is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and **Lubbock Children's Health Clinic** (the "Grantee"), (each a "Party," and collectively the "Parties") acting by and through the Parties' representative officers and officials, and is hereby entered into by the Parties on this _____ day of _____, 2024 (the "Effective Date").

RECITALS

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to families and individuals throughout Lubbock County, Texas.

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.200(a) and 24 CFR 570.201; and

WHEREAS, the Grantee proposes to use the funds in order to support an electronic health record (EHR) operating system, which is utilized by staff in an effort to provide healthcare and service to low- to moderate-income persons. (the "Program"); and

WHEREAS, the Granteey's services benefit residents in and around Lubbock, Texas and constitute a valuable public service, and the City Council of the City (the "City Council") has declared the services provided by the City to be a public purpose; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this Agreement; and

WHEREAS, the continuing supervision by the City and State together with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the City has the special expertise, knowledge, and experience necessary for the operation of the Program; and, that the City will receive adequate consideration in the form of substantial public benefit; and **NOW, THEREFORE:**

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

AGREEMENT

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

1. The City agrees to provide the Grantee with funding from the U.S. Department of Housing and Urban Development (HUD) not to exceed the amount as stated in the attached EXHIBIT A, to be distributed and used according to the provisions of this Agreement.

2. The Funding will be limited to the Grantee's performance of the Program, including the satisfaction of expenses incurred by the Grantee in its performance of the Program.

3. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the Grantee in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the Grantee under this Agreement.

4. The City shall not be liable to the Grantee for any cost incurred by the Grantee which has been paid to the Grantee, which is subject to be paid to the Grantee, which has been reimbursed to the Grantee, or which is subject to reimbursement to the Grantee by any source other than the City or the City.

5. The City shall not be liable for any cost incurred by the Grantee which is not an allowable cost as set forth in this Agreement or under 24 CFR §570.207.

6. The City shall not be liable to the Grantee for any cost incurred by the Grantee or for any performance rendered by the Grantee which is not strictly in accordance with the terms of this Agreement.

7. The City shall not be liable to the Grantee for any cost incurred by the Grantee in the performance of this Agreement which has not been billed to the City by the Grantee within sixty (60) days following the termination of this Agreement.

8. The City shall not be liable for any cost incurred or performance rendered by the Grantee before the commencement or after termination of this Agreement.

9. The City may, at its sole discretion and convenience, review any work specifications prior to the beginning of a procurement process under this Agreement, and the City may inspect any construction for compliance with work specifications prior to the release of the Funding.

10. In accordance with 24 CFR 570.508, notwithstanding 2 CFR 200.337, the City shall provide citizens with reasonable access to records regarding the past use of CDBG funds,

consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

B. The Grantee's Responsibilities

1. The Grantee will be responsible for administering the Program in a manner satisfactory to the City and in compliance with this Agreement and with any and all statutory standards related to the Funding.

2. The Grantee certifies that all of its activities carried out for the Program through the Funding will satisfy 24 CFR Part 570, including, but not limited to: CDBG's eligible activities under the applicable uniform administrative requirements described in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards". The Grantee agrees to repay any and all of the Funding that does not satisfy the regulations required under this provision.

3. The Grantee shall perform all activities related to the Program in accordance with its budget; all applicable laws and regulations; and, with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.

4. Upon the City's request while this Agreement is in effect, the Grantee shall submit to the City any and all reports, documents, or information on the Grantee's performance of the Funding or the Program contemplated under this Agreement.

5. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed to by the Parties that if the Grantee fails to submit to the City in a timely and satisfactory manner any reports, documents, or information requested by the City under this Agreement, the City may, at its sole discretion, withhold all, or any part of, the Funding. If the City withholds all, or any part of, the Funding, it shall notify the Grantee in writing of its decision and the reasons therefor. Any Funding withheld pursuant to this paragraph may be held by the City until such time as the obligations for which the Funding is being withheld is fulfilled by the Grantee to the satisfaction of the City.

6. The Grantee shall refund to the City any Funding that has been paid to the Grantee by the City for which the City determines is a result of overpayment of the Funding to the Grantee, or for which the City determines any of the Funding has not been spent by the Grantee strictly in accordance with the terms of this Agreement. Such refund shall be made by the Grantee to the City within thirty (30) working days after such refund is requested by the City.

7. The Grantee shall submit to the City a request for an environmental assessment to be prepared and approved on individual construction sites prior to the beginning of any project if applicable.

8. The Grantee shall submit to the City a request for a review of all work specifications prior to the beginning of the procurement process.

9. The Grantee will have Match funds ready and available prior to the start of any project, if applicable. Failure to have Match funds ready and available may delay or cancel such project.

10. The Grantee agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Grantee dissolves, files for bankruptcy, or goes out of business for any reason.

C. Grantee's Match

The CDBG funds must be supplemented with additional funds from sources other than CDBG. This Grantee must provide Match for 25% or more of the total project costs from non-federal sources. Matching funds may include cash or in-kind donations, donated voluntary labor, donated professional services, donated supplies or materials, or other non-federal grant funds.

D. National Objective

The Grantee agrees that all activities funded with CDBG funds and carried out under this Agreement will meet the following CDBG program national objectives as defined in 24 CFR 570.208(a):

1) Activities benefiting low- and moderate-income persons

E. Performance Monitoring

1. *General Monitoring*. In accordance with 24 CFR 570.501(b), the City will monitor the Grantee's performance under this Agreement in order to ensure that the Grantee complies with the terms of this Agreement and all other applicable laws and regulations related to this Agreement and the Funding provided through this Agreement (the "Monitoring"). The Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year, and will take place on a monthly basis as described below. Quarterly monitoring reviews may be performed for performance management. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City in writing, the City may suspend or terminate this Agreement.

2. *On-site Monitoring*. The number of on-site Monitoring visits will be determined by the City. The City will send a Monitoring notification letter sent to the Grantee at least fifteen (15) days before a Monitoring visit. The Grantee must provide a written response to the Monitoring report within thirty (30) days that describes how the Grantee will resolve the issues raised by the City in the Monitoring report. The Grantee must confirm receipt of the

Monitoring report within thirty (30) days if no actionable issues were identified in the Monitoring report. The City reserves the right to conduct a spot check of Grantee's facility where program takes place, at any given time without notice.

Article 2. TIME OF PERFORMANCE

Services of the Grantee shall start on the first (1st) day of October, 2023, and end on the thirtieth (30th) day of September, 2024 (the "Term"). The Term and the provisions of this Agreement shall be extended to cover any additional time period during which the City remains in control of the CDBG Funding period or other CDBG assets, including Program income.

Article 3. BUDGET

The Funding made available to the Grantee under this Agreement shall be specifically drawn from the sources listed in this section (the "Budget"). The Funding made available to the City under this Agreement shall be drawn from several fiscal year allocations by HUD to the City. In the budget listed below, the fiscal year of a HUD allocation to the City is listed to the left of the funding under that allocation that is made available to the Grantee for the Project under this Agreement. The Funding made available to the Grantee under this Agreement shall be directly linked to the specific funding year and amount listed in the attached EXHIBIT A. Any amendments to the budget must be approved in writing by both the City and the Grantee.

Article 4. PAYMENT

A. The Payment

The Funding shall be disbursed on a monthly basis, pending the Grantee's submission to the City of a written request for reimbursement, with such request being in a form acceptable to the City (the "Payment"). Expenses eligible for Payment to the Grantee by the City shall be those expenses that have been incurred or paid for by the Grantee prior to the Grantee's submission to the City of a request for Payment. In its request to the City for the Payment, the Grantee shall submit detailed source documentation to the City that clearly shows the source of the expenses incurred and paid for by the Grantee that are the subject of the Grantee's request for Payment. Such source documentation includes, but is not limited to, time sheets, paycheck stubs, receipts, general ledger, invoices, billing statements, or other verification in support of all expenditures incurred by the Grantee in its performance of the Program.

B. Not to Exceed

The total amount of the Funding to be paid by the City under this Agreement shall not exceed the amount as stated in the attached EXHIBIT A, for the Program. Any drawdowns on the Payment and any expenses for the general administration of the Program shall be made against the line item budgets specified in this Agreement and in accordance with the Grantee's performance of Program.

C. 2 CFR Part 200

Every Payment may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in 2 CFR Part 200.

Article 5. **SPECIAL CONDITIONS:** None.

Article 6. **GENERAL CONDITIONS**

A. General Compliance

1. The Grantee agrees to comply with the requirements of 24 CFR Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations; except that: (1) the Grantee does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

2. The Grantee also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the CDBG Funding provided under this Agreement. The Grantee further agrees to utilize the CDBG Funding under this agreement to supplement, rather than supplant, funds otherwise available.

3. The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to: 24 CFR Part 570; 2 CFR Part 200; The Davis-Bacon Fair Labor Standards Act; The Contract Work Hours and Safety Standards Act of 1962; Copeland "Anti-Kickback" act of 1934; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Title VI of the Civil Rights Act of 1964, (Public Law 88-352 implemented in 24 CFR Part 1); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107); Section 104(b) and 109 of the HCD Act of 1974; 24 CFR Part 75, Section 3 of the Housing and Urban Development Act of 1968; Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904; Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards; The Architectural Barriers Act of 1968; The Americans With Disabilities Act (ADA) of 1990; The Age Discrimination Act of 1975, as amended; National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended; Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401; Asbestos guidelines established in CPD Notice 90-44; HUD Environmental Criteria and Standards (24CFR Part 51); The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39; Historic Preservation Act of 1966, as amended, and

related laws and Executive Orders; Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.); and, Flood Disaster protection Act of 1973.

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner, to create or establish the relationship of employer and employee between the Parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Workers' Compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

1. **THE GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE ACTIVITIES CONTEMPLATED HEREUNDER.**

2. **THE GRANTEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY ENFORCING THE GRANTEE'S INDEMNITY HEREIN.**

3. **THE GRANTEE, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS SHALL NOT BE LIABLE, AND THE CITY HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FOR, FROM, AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES TO THE GRANTEE.**

4. **THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THIS AGREEMENT.**

D. Right to Exercise

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.

E. Workers' Compensation

If applicable, the Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Grantee shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Grantee shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the Funding source. In addition, the Grantee will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both Parties, and approved by the City Council. Such amendments shall neither invalidate this Agreement nor relieve or release the City or the Grantee from its obligations under this Agreement.

2. The City may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the Funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

1. In accordance with 2 CFR Part 200 either Party may terminate this Agreement for convenience by giving written notice to the other Party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any work completed on such documents or materials prior to the termination.

2. The City may terminate this agreement if the Grantee fails to comply with any terms of this Agreement, whole or in part which include (but are not limited to) the following:

a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;
b) Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;

c) Ineffective or improper use of CDBG funds provided under this agreement; or

d) Submission by the Grantee to the City of reports that are incorrect or incomplete in any material respect.

3. The City may suspend or terminate this Agreement if the City reasonably believes that the Grantee is in noncompliance with any requirement of this Agreement, then the City may withhold up to fifteen percent (15%) of the Funding until such time as the Grantee is found to be, or is otherwise adjudicated, to be in compliance.

4. The City may terminate this Agreement in the event of an emergency or disaster, whether, an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to the Grantee. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by the Grantee.

Article 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Grantee agrees to comply with 2 CFR Part 200, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred under this Agreement.

2. *Cost Principles.* The Grantee shall administer its program in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", which shall be applied to all direct or indirect costs incurred by the Grantee under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a) Records demonstrating that each activity meets one of the National Objectives of the CDBG Program, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by census tracts;

b) Records required to determine the eligibility of activities;

c) Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200;

d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f) Other records necessary to document compliance with Subpart K or 24 CFR Part 570.

2. *Retention.* The Grantee shall retain all financial records, supporting documents and all records pertinent to the Agreement, including but not limited to client data of no less than five (5) years. The retention period begins on the date of the submission to the City's annual performance and evaluation report to HUD in which activities assisted under this Agreement are reported on for the final time. Expenditures under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is any litigation, claim, audit, negotiation or other action that involves any of the records cited herein and that has started before the expiration of the five (5) year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. *Client Data.* The Grantee shall maintain client data that demonstrates its client eligibility for the Funding and services provided under this Agreement. Such data shall include, but not be limited to: client name or identifier; client address; client income level; age, gender, race, ethnicity or other determination of client eligibility; and, a description of the service provided to the client related to this Agreement. Such information shall be made available to the City or it's designees for review upon request.

4. *Disclosure.* The Grantee understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City or Grantee's responsibilities related to this Agreement, is prohibited unless written consent is obtained from such client receiving service(s) and in the case of a minor, that of a responsible parent or guardian, unless otherwise required by law.

5. *Property Records.* The Grantee shall maintain a real property inventory that clearly identifies any property purchased, improved, or sold under this Agreement or that is related to the Funding. Any such property shall throughout the Term remain in compliance with

all eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(7).

6. *Close-Outs.* The Grantee's obligation to the City under this Agreement shall not end until all close-out requirements under this Agreement are completed pursuant to applicable Federal regulations and law. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the City); final close-out reports; and, determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control of the CDBG funds, including program income.

7. *Audits & Inspections.* All of the Grantee's records related to this Agreement shall be made available at any time during normal business hours as often as the City or its designee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives deems necessary to monitor, audit (if required), examine, or make excerpts or transcripts of any data relevant to this Agreement in order for the City to produce an audit report. Any deficiencies noted in an audit report must be fully cleared by the Grantee within thirty (30) days after receipt by the City. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of Funding. The Grantee hereby agrees to have an annual internal audit conducted in accordance with current City policy concerning Grantee audits and, if required, a regular audit under Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Grantee Funds based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in the Grantee's accounts. In addition, the City reserves the right to liquidate any part of the Funding for costs incurred by the City on behalf of the Grantee.

2. *Performance and Financial Reports.* Throughout the Term, the Grantee shall submit monthly reports to the City, in a format, content and frequency as required by the City. A monthly Performance Report, a Financial Report, and a narrative for the Grantee's Program activity and shall include the amount of all of the Grantee's expenditures for each of its Program activities. The Grantee shall submit such reports, demographics and narratives no later than the tenth (10^{th}) day of each month. The End of Year report is due no later than October 10, 2024. Reporting will continue from the start of Program activity through the end of the Program year.

3. *Program Income.* The Grantee shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

D. Procurement

Compliance. The Grantee shall comply with Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and the City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with CDBG funds. All Program assets purchased with Funding, including unexpended program income, property, or equipment, shall revert to the City upon the termination of this Agreement.

1. *CFR Standards.* Unless specified otherwise within this Agreement, the Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

2. *Travel.* The Grantee shall obtain written approval from the City for any travel outside the metropolitan area that is financed in any way through the Funding under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR Part 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Grantee shall transfer to the City all CDBG funds on hand and any accounts receivable attributable to the use of the Funding under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Grantee's control that was acquired or improved, in whole or in part, with the Funding in excess of twenty-five thousand dollars ($25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as the City deems appropriate. If the Grantee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Grantee shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program income to the City.

The Grantee may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period, or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with the Funding under this Agreement is sold, the proceeds shall be Program income to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment not needed by the Grantee for activities under this Agreement shall be (a) transferred to the City for the CDBG program, or (b) retained after compensating the City for an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

Article 8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and, the requirements in 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Grantee shall provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Grantee also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Article 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Grantee agrees to comply, and to require its subcontractors to comply, with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and, with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086.

2. *Nondiscrimination.* The Grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA are still applicable. The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. The Grantee will take affirmative action to ensure that all employment practices are free from such

discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. l. 88-352) and 24 CFR 570.601-602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. *Section 504.* The Grantee agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.

5. *Reports.* The Grantee shall maintain a report that documents the race and ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. *Policies.* The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Grantee agrees they shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. If the Grantee receives Federal funds through the City, then the Grantee shall be required to develop a written Affirmative Action Program to ensure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Grantee will use its best efforts to afford small businesses, minority- and women-owned business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C 632), and "minority and female business enterprise" means a business at least fifty-one percent (51%) owned

and controlled by minority group members or women. For the purpose of the term "minority group members" means Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority- and women-owned business enterprises in lieu of an independent investigation.

2. *Access to Records.* The Grantee shall furnish and cause any subgrantee or subcontractor to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

3. *Notifications.* The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. *Subcontract Provisions.* The Grantee will include the provisions of the Civil Rights and Affirmative Action sections of this Agreement, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Grantee or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Grantee is prohibited from using the Funding provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.

2. *Labor Standards.*

   a) The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Copeland "Anti-Kickback" Act (18 U.S.C. 874 *et seq.*) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Grantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

   b) The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars ($2,000) for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement,

shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. "Section 3" Clause

1. *Compliance.* Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement, and binding upon the City, the Grantee, any of Subrecipient, and subcontractor. The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

2. *"Section 3" Paragraph.* The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

3. *Training & Employment.* The Grantee will ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Grantee agrees that priority should be given to low- and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

4. *Award of Contracts.* The Grantee agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Grantee agrees that priority should be given to business concerns which

provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

5. *Notifications.* The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

6. *Subcontracts.* The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not allow any subcontract unless the entity provides a preliminary statement of ability to comply with the requirements of this Agreement and all other applicable law.

E. Assignability

The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Claims for money due or to become due to the City from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

F. Subcontracts

1. *Approvals.* The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.

2. *Monitoring.* The Grantee will monitor the performance of all subcontracted services on a regular basis. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Substandard performance as determined by the Grantee or the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable time after being notified, Agreement suspension or termination will take place.

3. *Content.* The Grantee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. *Selection Process.* The Grantee shall insure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis.

Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

5. *Suspension and Disbarment.* The Grantee shall not enter into any subcontracts with an agency, business, or individual that has been suspended, disbarred, or otherwise excluded from Federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any of the Funding to a subcontract.

G. Hatch Act

The Grantee agrees that no Funding or personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

H. Conflict of Interest

The Grantee agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include but are not limited to:

1. The Grantee shall maintain a written code of conduct to govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer, or agent of the Grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (l) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Grantee, or any designated public agency.

I. Lobbying

The Grantee hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. It will require that the language of Article 10.D.2 of this Agreement be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all Subrecipients shall certify and disclose accordingly.

J. Lobbying Certification

Any person who fails to file the required certification imposed by section 1352, title 31, U.S.C. shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure. Submission of such certification is a prerequisite for making or entering into this Agreement, and the certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

K. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for government purposes.

L. Religious Organization

The Grantee agrees that the Funding provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselyzation.

Article 10. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- National Environmental Policy Act, 42 U.S.C. Part 55.
- Clean Air Act, 42 U.S.C., 7401, et seq;

- Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information; other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and, Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.
Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Asbestos

The Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

Article 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

Article 12. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Article 13. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Article 14. CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The City warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

Article 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Grantee, and any Subrecipient, with respect to this Agreement.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS AGREEMENT ON THE EFFECTIVE DATE

[Signature Page to Follow]

SIGNATURES

FOR: THE CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

FOR: Lubbock Children's Health Clinic

Nedra Hotchkins, Executive Director

Jessica Gray, President
FED. I.D. #75-0968315

FY 2023 – 2024

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

EXHIBIT A

GRANTEE -	**Lubbock Children's Health Clinic**
PROGRAM -	**Electronic Health Record (EHR) Operating System**
ALLOCATION -	$50,000
MATCH -	$12,500

PROGRAM DELIVERY- This program will support an electronic health record (EHR) operating system by covering ongoing maintenance, software updates, and security enhancements to ensure HIPPA compliance and the EHR system's continued effectiveness. The program is utilized by staff in an effort to provide healthcare and service to low- to moderate-income persons.

LEVEL OF ACCOMPLISHMENT - In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

Program	**Time of Performance**	**Proposed Count**
EHR Operating System	October 1, 2023 – September 30, 2024	1,400 Unduplicated persons

Monthly Reports and Reimbursement Request are due by the 10th of each month
Year End and Outcome Report due no later than October 10, 2024

BUDGET-

Line Item	**Grant Funds**
EHR Operating System	$50,000

CONTACT INFORMATION

Communication and details concerning this Agreement shall be directed to the following:

For the City:
Community Development
Karen Murfee, Director
P.O. Box 2000
Lubbock, TX 79457
(806) 775-2296
kmurfee@mylubbock.us

For the Grantee:
Lubbock Children's Health Clinic
Nedra Hotchkins, Executive Director
P.O Box 12103
Lubbock, TX 79452
(806) 749-3803
nedra@lchclubbock.org

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Community Development Block Grant Funding Agreement 17814, and all related documents, between the City of Lubbock and YWCA of Lubbock, for funding to provide low to moderate income individuals and families with childcare scholarship assistance. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES. CDBG Contract 17814- YWCA of Lubbock

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT BETWEEN THE CITY OF LUBBOCK AND YWCA OF LUBBOCK

This Community Development Block Grant Program Funding Agreement (the "Agreement"), Contract No. **17814**, is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and **YWCA of Lubbock** (the "Grantee"), (each a "Party," and collectively the "Parties") acting by and through the Parties' representative officers and officials, and is hereby entered into by the Parties on this _____ day of _____, 2024 (the "Effective Date").

RECITALS

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to families and individuals throughout Lubbock County, Texas.

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.200(a) and 24 CFR 570.201; and

WHEREAS, the Grantee proposes to use the funds in order to provide low to moderate income individuals and families with childcare scholarships (the "Program"); and

WHEREAS, the Granteey's services benefit residents in and around Lubbock, Texas and constitute a valuable public service, and the City Council of the City (the "City Council") has declared the services provided by the City to be a public purpose; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this Agreement; and

WHEREAS, the continuing supervision by the City and State together with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the City has the special expertise, knowledge, and experience necessary for the operation of the Program; and, that the City will receive adequate consideration in the form of substantial public benefit; and **NOW, THEREFORE:**

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

AGREEMENT

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

1. The City agrees to provide the Grantee with funding from the U.S. Department of Housing and Urban Development (HUD) not to exceed the amount as stated in the attached EXHIBIT A, to be distributed and used according to the provisions of this Agreement.

2. The Funding will be limited to the Grantee's performance of the Program, including the satisfaction of expenses incurred by the Grantee in its performance of the Program.

3. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the Grantee in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the Grantee under this Agreement.

4. The City shall not be liable to the Grantee for any cost incurred by the Grantee which has been paid to the Grantee, which is subject to be paid to the Grantee, which has been reimbursed to the Grantee, or which is subject to reimbursement to the Grantee by any source other than the City or the City.

5. The City shall not be liable for any cost incurred by the Grantee which is not an allowable cost as set forth in this Agreement or under 24 CFR §570.207.

6. The City shall not be liable to the Grantee for any cost incurred by the Grantee or for any performance rendered by the Grantee which is not strictly in accordance with the terms of this Agreement.

7. The City shall not be liable to the Grantee for any cost incurred by the Grantee in the performance of this Agreement which has not been billed to the City by the Grantee within sixty (60) days following the termination of this Agreement.

8. The City shall not be liable for any cost incurred or performance rendered by the Grantee before the commencement or after termination of this Agreement.

9. The City may, at its sole discretion and convenience, review any work specifications prior to the beginning of a procurement process under this Agreement, and the City may inspect any construction for compliance with work specifications prior to the release of the Funding.

10. In accordance with 24 CFR 570.508, notwithstanding 2 CFR 200.337, the City shall provide citizens with reasonable access to records regarding the past use of CDBG funds,

consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

B. The Grantee's Responsibilities

1. The Grantee will be responsible for administering the Program in a manner satisfactory to the City and in compliance with this Agreement and with any and all statutory standards related to the Funding.

2. The Grantee certifies that all of its activities carried out for the Program through the Funding will satisfy 24 CFR Part 570, including, but not limited to: CDBG's eligible activities under the applicable uniform administrative requirements described in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards". The Grantee agrees to repay any and all of the Funding that does not satisfy the regulations required under this provision.

3. The Grantee shall perform all activities related to the Program in accordance with its budget; all applicable laws and regulations; and, with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.

4. Upon the City's request while this Agreement is in effect, the Grantee shall submit to the City any and all reports, documents, or information on the Grantee's performance of the Funding or the Program contemplated under this Agreement.

5. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed to by the Parties that if the Grantee fails to submit to the City in a timely and satisfactory manner any reports, documents, or information requested by the City under this Agreement, the City may, at its sole discretion, withhold all, or any part of, the Funding. If the City withholds all, or any part of, the Funding, it shall notify the Grantee in writing of its decision and the reasons therefor. Any Funding withheld pursuant to this paragraph may be held by the City until such time as the obligations for which the Funding is being withheld is fulfilled by the Grantee to the satisfaction of the City.

6. The Grantee shall refund to the City any Funding that has been paid to the Grantee by the City for which the City determines is a result of overpayment of the Funding to the Grantee, or for which the City determines any of the Funding has not been spent by the Grantee strictly in accordance with the terms of this Agreement. Such refund shall be made by the Grantee to the City within thirty (30) working days after such refund is requested by the City.

7. The Grantee shall submit to the City a request for an environmental assessment to be prepared and approved on individual construction sites prior to the beginning of any project if applicable.

8. The Grantee shall submit to the City a request for a review of all work specifications prior to the beginning of the procurement process.

9. The Grantee will have Match funds ready and available prior to the start of any project, if applicable. Failure to have Match funds ready and available may delay or cancel such project.

10. The Grantee agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Grantee dissolves, files for bankruptcy, or goes out of business for any reason.

C. Grantee's Match

The CDBG funds must be supplemented with additional funds from sources other than CDBG. This Grantee must provide Match for 25% or more of the total project costs from non-federal sources. Matching funds may include cash or in-kind donations, donated voluntary labor, donated professional services, donated supplies or materials, or other non-federal grant funds.

D. National Objective

The Grantee agrees that all activities funded with CDBG funds and carried out under this Agreement will meet the following CDBG program national objectives as defined in 24 CFR 570.208(a):

1) Activities benefiting low- and moderate-income persons

E. Performance Monitoring

1. *General Monitoring*. In accordance with 24 CFR 570.501(b), the City will monitor the Grantee's performance under this Agreement in order to ensure that the Grantee complies with the terms of this Agreement and all other applicable laws and regulations related to this Agreement and the Funding provided through this Agreement (the "Monitoring"). The Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year, and will take place on a monthly basis as described below. Quarterly monitoring reviews may be performed for performance management. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City in writing, the City may suspend or terminate this Agreement.

2. *On-site Monitoring*. The number of on-site Monitoring visits will be determined by the City. The City will send a Monitoring notification letter sent to the Grantee at least fifteen (15) days before a Monitoring visit. The Grantee must provide a written response to the Monitoring report within thirty (30) days that describes how the Grantee will resolve the issues raised by the City in the Monitoring report. The Grantee must confirm receipt of the

Monitoring report within thirty (30) days if no actionable issues were identified in the Monitoring report. The City reserves the right to conduct a spot check of Grantee's facility where program takes place, at any given time without notice.

Article 2. TIME OF PERFORMANCE

Services of the Grantee shall start on the first (1st) day of October, 2023, and end on the thirtieth (30th) day of September, 2024 (the "Term"). The Term and the provisions of this Agreement shall be extended to cover any additional time period during which the City remains in control of the CDBG Funding period or other CDBG assets, including Program income.

Article 3. BUDGET

The Funding made available to the Grantee under this Agreement shall be specifically drawn from the sources listed in this section (the "Budget"). The Funding made available to the City under this Agreement shall be drawn from several fiscal year allocations by HUD to the City. In the budget listed below, the fiscal year of a HUD allocation to the City is listed to the left of the funding under that allocation that is made available to the Grantee for the Project under this Agreement. The Funding made available to the Grantee under this Agreement shall be directly linked to the specific funding year and amount listed in the attached EXHIBIT A. Any amendments to the budget must be approved in writing by both the City and the Grantee.

Article 4. PAYMENT

A. The Payment

The Funding shall be disbursed on a monthly basis, pending the Grantee's submission to the City of a written request for reimbursement, with such request being in a form acceptable to the City (the "Payment"). Expenses eligible for Payment to the Grantee by the City shall be those expenses that have been incurred or paid for by the Grantee prior to the Grantee's submission to the City of a request for Payment. In its request to the City for the Payment, the Grantee shall submit detailed source documentation to the City that clearly shows the source of the expenses incurred and paid for by the Grantee that are the subject of the Grantee's request for Payment. Such source documentation includes, but is not limited to, time sheets, paycheck stubs, receipts, general ledger, invoices, billing statements, or other verification in support of all expenditures incurred by the Grantee in its performance of the Program.

B. Not to Exceed

The total amount of the Funding to be paid by the City under this Agreement shall not exceed the amount as stated in the attached EXHIBIT A, for the Program. Any drawdowns on the Payment and any expenses for the general administration of the Program shall be made against the line item budgets specified in this Agreement and in accordance with the Grantee's performance of Program.

C. 2 CFR Part 200

Every Payment may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in 2 CFR Part 200.

Article 5. **SPECIAL CONDITIONS:** None.

Article 6. **GENERAL CONDITIONS**

A. General Compliance

1. The Grantee agrees to comply with the requirements of 24 CFR Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations; except that: (1) the Grantee does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

2. The Grantee also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the CDBG Funding provided under this Agreement. The Grantee further agrees to utilize the CDBG Funding under this agreement to supplement, rather than supplant, funds otherwise available.

3. The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to: 24 CFR Part 570; 2 CFR Part 200; The Davis-Bacon Fair Labor Standards Act; The Contract Work Hours and Safety Standards Act of 1962; Copeland "Anti-Kickback" act of 1934; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Title VI of the Civil Rights Act of 1964, (Public Law 88-352 implemented in 24 CFR Part 1); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107); Section 104(b) and 109 of the HCD Act of 1974; 24 CFR Part 75, Section 3 of the Housing and Urban Development Act of 1968; Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904; Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards; The Architectural Barriers Act of 1968; The Americans With Disabilities Act (ADA) of 1990; The Age Discrimination Act of 1975, as amended; National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended; Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401; Asbestos guidelines established in CPD Notice 90-44; HUD Environmental Criteria and Standards (24CFR Part 51); The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39; Historic Preservation Act of 1966, as amended, and

related laws and Executive Orders; Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.); and, Flood Disaster protection Act of 1973.

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner, to create or establish the relationship of employer and employee between the Parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Workers' Compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

1. **THE GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE ACTIVITIES CONTEMPLATED HEREUNDER.**

2. **THE GRANTEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY ENFORCING THE GRANTEE'S INDEMNITY HEREIN.**

3. **THE GRANTEE, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS SHALL NOT BE LIABLE, AND THE CITY HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FOR, FROM, AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES TO THE GRANTEE.**

4. **THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THIS AGREEMENT.**

D. Right to Exercise

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.

E. Workers' Compensation

If applicable, the Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Grantee shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Grantee shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the Funding source. In addition, the Grantee will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both Parties, and approved by the City Council. Such amendments shall neither invalidate this Agreement nor relieve or release the City or the Grantee from its obligations under this Agreement.

2. The City may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the Funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

1. In accordance with 2 CFR Part 200 either Party may terminate this Agreement for convenience by giving written notice to the other Party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any work completed on such documents or materials prior to the termination.

2. The City may terminate this agreement if the Grantee fails to comply with any terms of this Agreement, whole or in part which include (but are not limited to) the following:

a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;
b) Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;

c) Ineffective or improper use of CDBG funds provided under this agreement; or

d) Submission by the Grantee to the City of reports that are incorrect or incomplete in any material respect.

3. The City may suspend or terminate this Agreement if the City reasonably believes that the Grantee is in noncompliance with any requirement of this Agreement, then the City may withhold up to fifteen percent (15%) of the Funding until such time as the Grantee is found to be, or is otherwise adjudicated, to be in compliance.

4. The City may terminate this Agreement in the event of an emergency or disaster, whether, an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to the Grantee. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by the Grantee.

Article 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Grantee agrees to comply with 2 CFR Part 200, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred under this Agreement.

2. *Cost Principles.* The Grantee shall administer its program in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", which shall be applied to all direct or indirect costs incurred by the Grantee under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

   a) Records demonstrating that each activity meets one of the National Objectives of the CDBG Program, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by census tracts;

b) Records required to determine the eligibility of activities;

c) Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200;

d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f) Other records necessary to document compliance with Subpart K or 24 CFR Part 570.

2. *Retention.* The Grantee shall retain all financial records, supporting documents and all records pertinent to the Agreement, including but not limited to client data of no less than five (5) years. The retention period begins on the date of the submission to the City's annual performance and evaluation report to HUD in which activities assisted under this Agreement are reported on for the final time. Expenditures under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is any litigation, claim, audit, negotiation or other action that involves any of the records cited herein and that has started before the expiration of the five (5) year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. *Client Data.* The Grantee shall maintain client data that demonstrates its client eligibility for the Funding and services provided under this Agreement. Such data shall include, but not be limited to: client name or identifier; client address; client income level; age, gender, race, ethnicity or other determination of client eligibility; and, a description of the service provided to the client related to this Agreement. Such information shall be made available to the City or it's designees for review upon request.

4. *Disclosure.* The Grantee understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City or Grantee's responsibilities related to this Agreement, is prohibited unless written consent is obtained from such client receiving service(s) and in the case of a minor, that of a responsible parent or guardian, unless otherwise required by law.

5. *Property Records.* The Grantee shall maintain a real property inventory that clearly identifies any property purchased, improved, or sold under this Agreement or that is related to the Funding. Any such property shall throughout the Term remain in compliance with

all eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(7).

6. *Close-Outs.* The Grantee's obligation to the City under this Agreement shall not end until all close-out requirements under this Agreement are completed pursuant to applicable Federal regulations and law. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the City); final close-out reports; and, determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control of the CDBG funds, including program income.

7. *Audits & Inspections.* All of the Grantee's records related to this Agreement shall be made available at any time during normal business hours as often as the City or its designee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives deems necessary to monitor, audit (if required), examine, or make excerpts or transcripts of any data relevant to this Agreement in order for the City to produce an audit report. Any deficiencies noted in an audit report must be fully cleared by the Grantee within thirty (30) days after receipt by the City. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of Funding. The Grantee hereby agrees to have an annual internal audit conducted in accordance with current City policy concerning Grantee audits and, if required, a regular audit under Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Grantee Funds based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in the Grantee's accounts. In addition, the City reserves the right to liquidate any part of the Funding for costs incurred by the City on behalf of the Grantee.

2. *Performance and Financial Reports.* Throughout the Term, the Grantee shall submit monthly reports to the City, in a format, content and frequency as required by the City. A monthly Performance Report, a Financial Report, and a narrative for the Grantee's Program activity and shall include the amount of all of the Grantee's expenditures for each of its Program activities. The Grantee shall submit such reports, demographics and narratives no later than the tenth (10^{th}) day of each month. The End of Year report is due no later than October 10, 2024. Reporting will continue from the start of Program activity through the end of the Program year.

3. *Program Income.* The Grantee shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

D. Procurement

Compliance. The Grantee shall comply with Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and the City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with CDBG funds. All Program assets purchased with Funding, including unexpended program income, property, or equipment, shall revert to the City upon the termination of this Agreement.

1. *CFR Standards.* Unless specified otherwise within this Agreement, the Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

2. *Travel.* The Grantee shall obtain written approval from the City for any travel outside the metropolitan area that is financed in any way through the Funding under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR Part 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Grantee shall transfer to the City all CDBG funds on hand and any accounts receivable attributable to the use of the Funding under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Grantee's control that was acquired or improved, in whole or in part, with the Funding in excess of twenty-five thousand dollars ($25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as the City deems appropriate. If the Grantee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Grantee shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program income to the City.

The Grantee may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period, or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with the Funding under this Agreement is sold, the proceeds shall be Program income to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment not needed by the Grantee for activities under this Agreement shall be (a) transferred to the City for the CDBG program, or (b) retained after compensating the City for an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

Article 8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and, the requirements in 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Grantee shall provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Grantee also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Article 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Grantee agrees to comply, and to require its subcontractors to comply, with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and, with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086.

2. *Nondiscrimination.* The Grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA are still applicable. The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. The Grantee will take affirmative action to ensure that all employment practices are free from such

discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. l. 88-352) and 24 CFR 570.601-602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. *Section 504.* The Grantee agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.

5. *Reports.* The Grantee shall maintain a report that documents the race and ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. *Policies.* The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Grantee agrees they shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. If the Grantee receives Federal funds through the City, then the Grantee shall be required to develop a written Affirmative Action Program to ensure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Grantee will use its best efforts to afford small businesses, minority- and women-owned business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C 632), and "minority and female business enterprise" means a business at least fifty-one percent (51%) owned

and controlled by minority group members or women. For the purpose of the term "minority group members" means Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority- and women-owned business enterprises in lieu of an independent investigation.

2. *Access to Records.* The Grantee shall furnish and cause any subgrantee or subcontractor to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

3. *Notifications.* The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. *Subcontract Provisions.* The Grantee will include the provisions of the Civil Rights and Affirmative Action sections of this Agreement, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Grantee or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Grantee is prohibited from using the Funding provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.

2. *Labor Standards.*

   a) The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Copeland "Anti-Kickback" Act (18 U.S.C. 874 *et seq.*) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Grantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

   b) The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars ($2,000) for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement,

shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. "Section 3" Clause

1. *Compliance.* Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement, and binding upon the City, the Grantee, any of Subrecipient, and subcontractor. The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

2. *"Section 3" Paragraph.* The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

   "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

3. *Training & Employment.* The Grantee will ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Grantee agrees that priority should be given to low- and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

4. *Award of Contracts.* The Grantee agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Grantee agrees that priority should be given to business concerns which

provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

5. *Notifications.* The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

6. *Subcontracts.* The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not allow any subcontract unless the entity provides a preliminary statement of ability to comply with the requirements of this Agreement and all other applicable law.

E. Assignability

The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Claims for money due or to become due to the City from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

F. Subcontracts

1. *Approvals.* The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.

2. *Monitoring.* The Grantee will monitor the performance of all subcontracted services on a regular basis. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Substandard performance as determined by the Grantee or the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable time after being notified, Agreement suspension or termination will take place.

3. *Content.* The Grantee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. *Selection Process.* The Grantee shall insure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis.

Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

5. *Suspension and Disbarment.* The Grantee shall not enter into any subcontracts with an agency, business, or individual that has been suspended, disbarred, or otherwise excluded from Federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any of the Funding to a subcontract.

G. Hatch Act

The Grantee agrees that no Funding or personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

H. Conflict of Interest

The Grantee agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include but are not limited to:

1. The Grantee shall maintain a written code of conduct to govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer, or agent of the Grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (l) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Grantee, or any designated public agency.

I. Lobbying

The Grantee hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. It will require that the language of Article 10.D.2 of this Agreement be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all Subrecipients shall certify and disclose accordingly.

J. Lobbying Certification

Any person who fails to file the required certification imposed by section 1352, title 31, U.S.C. shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure. Submission of such certification is a prerequisite for making or entering into this Agreement, and the certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

K. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for government purposes.

L. Religious Organization

The Grantee agrees that the Funding provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselyzation.

Article 10. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- National Environmental Policy Act, 42 U.S.C. Part 55.
- Clean Air Act, 42 U.S.C., 7401, et seq;

- Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information; other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and, Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.
Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Asbestos

The Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

Article 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

Article 12. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Article 13. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Article 14. CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The City warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

Article 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Grantee, and any Subrecipient, with respect to this Agreement.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS AGREEMENT ON THE EFFECTIVE DATE

[Signature Page to Follow]

SIGNATURES

FOR: THE CITY OF LUBBOCK

TRAY PAYNE, MAYOR

FOR: YWCA of Lubbock

Glenda Mathis, Executive Director

Dawndra Sechrist, President
FED. I.D. #75-0939427

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

FY 2023 – 2024

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

EXHIBIT A

GRANTEE - **YWCA of Lubbock**

PROGRAM - **Childcare Scholarships**

ALLOCATION - $100,000

MATCH - $25,000

PROGRAM DELIVERY- This program will provide scholarships for childcare services to eligible households with infants, toddlers, preschoolers, or school-aged children, and who are in need of assistance due to circumstantial constraints, thus allowing them to maintain stability while continuing to work or seek employment.

LEVEL OF ACCOMPLISHMENT - In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

Activity	**Time of Performance**	**Proposed Count**
Childcare Scholarships	October 1, 2023 – September 30, 2024	100 Unduplicated Persons

Monthly Reports and Reimbursement Request are due by the 10th of each month
Year End and Outcome Report due no later than October 10, 2024

BUDGET -

Line Item	**Grant Funds**
Childcare Scholarships	$90,000
Salary/Fringe Benefits	$10,000

CONTACT INFORMATION

Communication and details concerning this Agreement shall be directed to the following:

For the City:
Community Development
Karen Murfee, Director
P.O. Box 2000
Lubbock, TX 79457
(806) 775-2296
kmurfee@mylubbock.us

For the Grantee:
YWCA of Lubbock
Glenda Mathis, Chief Executive Officer
P.O Box 94136
Lubbock, TX 79493
(806) 776-9733
glenda.mathis@ywcalubbock.org

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Community Development Block Grant Funding Agreement 17815, and all related documents, between the City of Lubbock and Catholic Charities, Diocese of Lubbock, for funding to provide individuals and families higher education financial assistance. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT BETWEEN THE CITY OF LUBBOCK AND CATHOLIC CHARITIES, DIOCESE OF LUBBOCK

This Community Development Block Grant Program Funding Agreement (the "Agreement"), Contract No. **17815**, is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and **Catholic Charities, Diocese of Lubbock** (the "Grantee"), (each a "Party," and collectively the "Parties") acting by and through the Parties' representative officers and officials, and is hereby entered into by the Parties on this _____ day of _____ , 2024 (the "Effective Date").

RECITALS

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to families and individuals throughout Lubbock County, Texas.

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.200(a) and 24 CFR 570.201; and

WHEREAS, the Grantee proposes to use the funds in order to provide low to moderate income families with financial assistance and case management while obtaining higher education (the "Program"); and

WHEREAS, the Granteey's services benefit residents in and around Lubbock, Texas and constitute a valuable public service, and the City Council of the City (the "City Council") has declared the services provided by the City to be a public purpose; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this Agreement; and

WHEREAS, the continuing supervision by the City and State together with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the City has the special expertise, knowledge, and experience necessary for the operation of the Program; and, that the City will receive adequate consideration in the form of substantial public benefit; and **NOW, THEREFORE:**

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

AGREEMENT

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

1. The City agrees to provide the Grantee with funding from the U.S. Department of Housing and Urban Development (HUD) not to exceed the amount as stated in the attached EXHIBIT A, to be distributed and used according to the provisions of this Agreement.

2. The Funding will be limited to the Grantee's performance of the Program, including the satisfaction of expenses incurred by the Grantee in its performance of the Program.

3. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the Grantee in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the Grantee under this Agreement.

4. The City shall not be liable to the Grantee for any cost incurred by the Grantee which has been paid to the Grantee, which is subject to be paid to the Grantee, which has been reimbursed to the Grantee, or which is subject to reimbursement to the Grantee by any source other than the City or the City.

5. The City shall not be liable for any cost incurred by the Grantee which is not an allowable cost as set forth in this Agreement or under 24 CFR §570.207.

6. The City shall not be liable to the Grantee for any cost incurred by the Grantee or for any performance rendered by the Grantee which is not strictly in accordance with the terms of this Agreement.

7. The City shall not be liable to the Grantee for any cost incurred by the Grantee in the performance of this Agreement which has not been billed to the City by the Grantee within sixty (60) days following the termination of this Agreement.

8. The City shall not be liable for any cost incurred or performance rendered by the Grantee before the commencement or after termination of this Agreement.

9. The City may, at its sole discretion and convenience, review any work specifications prior to the beginning of a procurement process under this Agreement, and the City may inspect any construction for compliance with work specifications prior to the release of the Funding.

10. In accordance with 24 CFR 570.508, notwithstanding 2 CFR 200.337, the City shall provide citizens with reasonable access to records regarding the past use of CDBG funds,

consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

B. The Grantee's Responsibilities

1. The Grantee will be responsible for administering the Program in a manner satisfactory to the City and in compliance with this Agreement and with any and all statutory standards related to the Funding.

2. The Grantee certifies that all of its activities carried out for the Program through the Funding will satisfy 24 CFR Part 570, including, but not limited to: CDBG's eligible activities under the applicable uniform administrative requirements described in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards". The Grantee agrees to repay any and all of the Funding that does not satisfy the regulations required under this provision.

3. The Grantee shall perform all activities related to the Program in accordance with its budget; all applicable laws and regulations; and, with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.

4. Upon the City's request while this Agreement is in effect, the Grantee shall submit to the City any and all reports, documents, or information on the Grantee's performance of the Funding or the Program contemplated under this Agreement.

5. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed to by the Parties that if the Grantee fails to submit to the City in a timely and satisfactory manner any reports, documents, or information requested by the City under this Agreement, the City may, at its sole discretion, withhold all, or any part of, the Funding. If the City withholds all, or any part of, the Funding, it shall notify the Grantee in writing of its decision and the reasons therefor. Any Funding withheld pursuant to this paragraph may be held by the City until such time as the obligations for which the Funding is being withheld is fulfilled by the Grantee to the satisfaction of the City.

6. The Grantee shall refund to the City any Funding that has been paid to the Grantee by the City for which the City determines is a result of overpayment of the Funding to the Grantee, or for which the City determines any of the Funding has not been spent by the Grantee strictly in accordance with the terms of this Agreement. Such refund shall be made by the Grantee to the City within thirty (30) working days after such refund is requested by the City.

7. The Grantee shall submit to the City a request for an environmental assessment to be prepared and approved on individual construction sites prior to the beginning of any project if applicable.

8. The Grantee shall submit to the City a request for a review of all work specifications prior to the beginning of the procurement process.

9. The Grantee will have Match funds ready and available prior to the start of any project, if applicable. Failure to have Match funds ready and available may delay or cancel such project.

10. The Grantee agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Grantee dissolves, files for bankruptcy, or goes out of business for any reason.

C. Grantee's Match

The CDBG funds must be supplemented with additional funds from sources other than CDBG. This Grantee must provide Match for 25% or more of the total project costs from non-federal sources. Matching funds may include cash or in-kind donations, donated voluntary labor, donated professional services, donated supplies or materials, or other non-federal grant funds.

D. National Objective

The Grantee agrees that all activities funded with CDBG funds and carried out under this Agreement will meet the following CDBG program national objectives as defined in 24 CFR 570.208(a):

1) Activities benefiting low- and moderate-income persons

E. Performance Monitoring

1. *General Monitoring*. In accordance with 24 CFR 570.501(b), the City will monitor the Grantee's performance under this Agreement in order to ensure that the Grantee complies with the terms of this Agreement and all other applicable laws and regulations related to this Agreement and the Funding provided through this Agreement (the "Monitoring"). The Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year, and will take place on a monthly basis as described below. Quarterly monitoring reviews may be performed for performance management. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City in writing, the City may suspend or terminate this Agreement.

2. *On-site Monitoring*. The number of on-site Monitoring visits will be determined by the City. The City will send a Monitoring notification letter sent to the Grantee at least fifteen (15) days before a Monitoring visit. The Grantee must provide a written response to the Monitoring report within thirty (30) days that describes how the Grantee will resolve the issues raised by the City in the Monitoring report. The Grantee must confirm receipt of the

Monitoring report within thirty (30) days if no actionable issues were identified in the Monitoring report. The City reserves the right to conduct a spot check of Grantee's facility where program takes place, at any given time without notice.

Article 2. TIME OF PERFORMANCE

Services of the Grantee shall start on the first (1st) day of October, 2023, and end on the thirtieth (30th) day of September, 2024 (the "Term"). The Term and the provisions of this Agreement shall be extended to cover any additional time period during which the City remains in control of the CDBG Funding period or other CDBG assets, including Program income.

Article 3. BUDGET

The Funding made available to the Grantee under this Agreement shall be specifically drawn from the sources listed in this section (the "Budget"). The Funding made available to the City under this Agreement shall be drawn from several fiscal year allocations by HUD to the City. In the budget listed below, the fiscal year of a HUD allocation to the City is listed to the left of the funding under that allocation that is made available to the Grantee for the Project under this Agreement. The Funding made available to the Grantee under this Agreement shall be directly linked to the specific funding year and amount listed in the attached EXHIBIT A. Any amendments to the budget must be approved in writing by both the City and the Grantee.

Article 4. PAYMENT

A. The Payment

The Funding shall be disbursed on a monthly basis, pending the Grantee's submission to the City of a written request for reimbursement, with such request being in a form acceptable to the City (the "Payment"). Expenses eligible for Payment to the Grantee by the City shall be those expenses that have been incurred or paid for by the Grantee prior to the Grantee's submission to the City of a request for Payment. In its request to the City for the Payment, the Grantee shall submit detailed source documentation to the City that clearly shows the source of the expenses incurred and paid for by the Grantee that are the subject of the Grantee's request for Payment. Such source documentation includes, but is not limited to, time sheets, paycheck stubs, receipts, general ledger, invoices, billing statements, or other verification in support of all expenditures incurred by the Grantee in its performance of the Program.

B. Not to Exceed

The total amount of the Funding to be paid by the City under this Agreement shall not exceed the amount as stated in the attached EXHIBIT A, for the Program. Any drawdowns on the Payment and any expenses for the general administration of the Program shall be made against the line item budgets specified in this Agreement and in accordance with the Grantee's performance of Program.

C. 2 CFR Part 200

Every Payment may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in 2 CFR Part 200.

Article 5. **SPECIAL CONDITIONS:** None.

Article 6. **GENERAL CONDITIONS**

A. General Compliance

1. The Grantee agrees to comply with the requirements of 24 CFR Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations; except that: (1) the Grantee does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

2. The Grantee also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the CDBG Funding provided under this Agreement. The Grantee further agrees to utilize the CDBG Funding under this agreement to supplement, rather than supplant, funds otherwise available.

3. The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to: 24 CFR Part 570; 2 CFR Part 200; The Davis-Bacon Fair Labor Standards Act; The Contract Work Hours and Safety Standards Act of 1962; Copeland "Anti-Kickback" act of 1934; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Title VI of the Civil Rights Act of 1964, (Public Law 88-352 implemented in 24 CFR Part 1); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107); Section 104(b) and 109 of the HCD Act of 1974; 24 CFR Part 75, Section 3 of the Housing and Urban Development Act of 1968; Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904; Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards; The Architectural Barriers Act of 1968; The Americans With Disabilities Act (ADA) of 1990; The Age Discrimination Act of 1975, as amended; National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended; Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401; Asbestos guidelines established in CPD Notice 90-44; HUD Environmental Criteria and Standards (24CFR Part 51); The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39; Historic Preservation Act of 1966, as amended, and

related laws and Executive Orders; Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.); and, Flood Disaster protection Act of 1973.

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner, to create or establish the relationship of employer and employee between the Parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Workers' Compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

1. **THE GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE ACTIVITIES CONTEMPLATED HEREUNDER.**

2. **THE GRANTEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY ENFORCING THE GRANTEE'S INDEMNITY HEREIN.**

3. **THE GRANTEE, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS SHALL NOT BE LIABLE, AND THE CITY HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FOR, FROM, AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES TO THE GRANTEE.**

4. **THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THIS AGREEMENT.**

D. Right to Exercise

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.

E. Workers' Compensation

If applicable, the Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Grantee shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Grantee shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the Funding source. In addition, the Grantee will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both Parties, and approved by the City Council. Such amendments shall neither invalidate this Agreement nor relieve or release the City or the Grantee from its obligations under this Agreement.

2. The City may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the Funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

1. In accordance with 2 CFR Part 200 either Party may terminate this Agreement for convenience by giving written notice to the other Party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any work completed on such documents or materials prior to the termination.

2. The City may terminate this agreement if the Grantee fails to comply with any terms of this Agreement, whole or in part which include (but are not limited to) the following:

a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;
b) Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;

c) Ineffective or improper use of CDBG funds provided under this agreement; or

d) Submission by the Grantee to the City of reports that are incorrect or incomplete in any material respect.

3. The City may suspend or terminate this Agreement if the City reasonably believes that the Grantee is in noncompliance with any requirement of this Agreement, then the City may withhold up to fifteen percent (15%) of the Funding until such time as the Grantee is found to be, or is otherwise adjudicated, to be in compliance.

4. The City may terminate this Agreement in the event of an emergency or disaster, whether, an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to the Grantee. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by the Grantee.

Article 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Grantee agrees to comply with 2 CFR Part 200, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred under this Agreement.

2. *Cost Principles.* The Grantee shall administer its program in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", which shall be applied to all direct or indirect costs incurred by the Grantee under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

    a) Records demonstrating that each activity meets one of the National Objectives of the CDBG Program, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by census tracts;

b) Records required to determine the eligibility of activities;

c) Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200;

d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f) Other records necessary to document compliance with Subpart K or 24 CFR Part 570.

2. *Retention.* The Grantee shall retain all financial records, supporting documents and all records pertinent to the Agreement, including but not limited to client data of no less than five (5) years. The retention period begins on the date of the submission to the City's annual performance and evaluation report to HUD in which activities assisted under this Agreement are reported on for the final time. Expenditures under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is any litigation, claim, audit, negotiation or other action that involves any of the records cited herein and that has started before the expiration of the five (5) year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. *Client Data.* The Grantee shall maintain client data that demonstrates its client eligibility for the Funding and services provided under this Agreement. Such data shall include, but not be limited to: client name or identifier; client address; client income level; age, gender, race, ethnicity or other determination of client eligibility; and, a description of the service provided to the client related to this Agreement. Such information shall be made available to the City or it's designees for review upon request.

4. *Disclosure.* The Grantee understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City or Grantee's responsibilities related to this Agreement, is prohibited unless written consent is obtained from such client receiving service(s) and in the case of a minor, that of a responsible parent or guardian, unless otherwise required by law.

5. *Property Records.* The Grantee shall maintain a real property inventory that clearly identifies any property purchased, improved, or sold under this Agreement or that is related to the Funding. Any such property shall throughout the Term remain in compliance with

all eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(7).

6. *Close-Outs.* The Grantee's obligation to the City under this Agreement shall not end until all close-out requirements under this Agreement are completed pursuant to applicable Federal regulations and law. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the City); final close-out reports; and, determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control of the CDBG funds, including program income.

7. *Audits & Inspections.* All of the Grantee's records related to this Agreement shall be made available at any time during normal business hours as often as the City or its designee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives deems necessary to monitor, audit (if required), examine, or make excerpts or transcripts of any data relevant to this Agreement in order for the City to produce an audit report. Any deficiencies noted in an audit report must be fully cleared by the Grantee within thirty (30) days after receipt by the City. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of Funding. The Grantee hereby agrees to have an annual internal audit conducted in accordance with current City policy concerning Grantee audits and, if required, a regular audit under Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Grantee Funds based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in the Grantee's accounts. In addition, the City reserves the right to liquidate any part of the Funding for costs incurred by the City on behalf of the Grantee.

2. *Performance and Financial Reports.* Throughout the Term, the Grantee shall submit monthly reports to the City, in a format, content and frequency as required by the City. A monthly Performance Report, a Financial Report, and a narrative for the Grantee's Program activity and shall include the amount of all of the Grantee's expenditures for each of its Program activities. The Grantee shall submit such reports, demographics and narratives no later than the tenth (10^{th}) day of each month. The End of Year report is due no later than October 10, 2024. Reporting will continue from the start of Program activity through the end of the Program year.

3. *Program Income.* The Grantee shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

D. Procurement

Compliance. The Grantee shall comply with Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and the City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with CDBG funds. All Program assets purchased with Funding, including unexpended program income, property, or equipment, shall revert to the City upon the termination of this Agreement.

1. *CFR Standards.* Unless specified otherwise within this Agreement, the Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

2. *Travel.* The Grantee shall obtain written approval from the City for any travel outside the metropolitan area that is financed in any way through the Funding under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR Part 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Grantee shall transfer to the City all CDBG funds on hand and any accounts receivable attributable to the use of the Funding under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Grantee's control that was acquired or improved, in whole or in part, with the Funding in excess of twenty-five thousand dollars ($25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as the City deems appropriate. If the Grantee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Grantee shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program income to the City.

The Grantee may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period, or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with the Funding under this Agreement is sold, the proceeds shall be Program income to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment not needed by the Grantee for activities under this Agreement shall be (a) transferred to the City for the CDBG program, or (b) retained after compensating the City for an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

Article 8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and, the requirements in 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Grantee shall provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Grantee also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Article 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Grantee agrees to comply, and to require its subcontractors to comply, with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and, with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086.

2. *Nondiscrimination.* The Grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA are still applicable. The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. The Grantee will take affirmative action to ensure that all employment practices are free from such

discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. l. 88-352) and 24 CFR 570.601-602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. *Section 504.* The Grantee agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.

5. *Reports.* The Grantee shall maintain a report that documents the race and ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. *Policies.* The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Grantee agrees they shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. If the Grantee receives Federal funds through the City, then the Grantee shall be required to develop a written Affirmative Action Program to ensure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Grantee will use its best efforts to afford small businesses, minority- and women-owned business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C 632), and "minority and female business enterprise" means a business at least fifty-one percent (51%) owned

and controlled by minority group members or women. For the purpose of the term "minority group members" means Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority- and women-owned business enterprises in lieu of an independent investigation.

2. *Access to Records.* The Grantee shall furnish and cause any subgrantee or subcontractor to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

3. *Notifications.* The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. *Subcontract Provisions.* The Grantee will include the provisions of the Civil Rights and Affirmative Action sections of this Agreement, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Grantee or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Grantee is prohibited from using the Funding provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.

2. *Labor Standards.*

   a) The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Copeland "Anti-Kickback" Act (18 U.S.C. 874 *et seq.*) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Grantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

   b) The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars ($2,000) for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement,

shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. "Section 3" Clause

1. *Compliance.* Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement, and binding upon the City, the Grantee, any of Subrecipient, and subcontractor. The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

2. *"Section 3" Paragraph.* The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> **"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."**

3. *Training & Employment.* The Grantee will ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Grantee agrees that priority should be given to low- and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

4. *Award of Contracts.* The Grantee agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Grantee agrees that priority should be given to business concerns which

provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

5. *Notifications.* The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

6. *Subcontracts.* The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not allow any subcontract unless the entity provides a preliminary statement of ability to comply with the requirements of this Agreement and all other applicable law.

E. Assignability

The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Claims for money due or to become due to the City from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

F. Subcontracts

1. *Approvals.* The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.

2. *Monitoring.* The Grantee will monitor the performance of all subcontracted services on a regular basis. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Substandard performance as determined by the Grantee or the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable time after being notified, Agreement suspension or termination will take place.

3. *Content.* The Grantee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. *Selection Process.* The Grantee shall insure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis.

Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

5. *Suspension and Disbarment.* The Grantee shall not enter into any subcontracts with an agency, business, or individual that has been suspended, disbarred, or otherwise excluded from Federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any of the Funding to a subcontract.

G. Hatch Act

The Grantee agrees that no Funding or personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

H. Conflict of Interest

The Grantee agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include but are not limited to:

1. The Grantee shall maintain a written code of conduct to govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer, or agent of the Grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (l) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Grantee, or any designated public agency.

I. Lobbying

The Grantee hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. It will require that the language of Article 10.D.2 of this Agreement be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all Subrecipients shall certify and disclose accordingly.

J. Lobbying Certification

Any person who fails to file the required certification imposed by section 1352, title 31, U.S.C. shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure. Submission of such certification is a prerequisite for making or entering into this Agreement, and the certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

K. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for government purposes.

L. Religious Organization

The Grantee agrees that the Funding provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselyzation.

Article 10. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- National Environmental Policy Act, 42 U.S.C. Part 55.
- Clean Air Act, 42 U.S.C., 7401, et seq;

- Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information; other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and, Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.
Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Asbestos

The Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

Article 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

Article 12. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Article 13. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Article 14. CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The City warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

Article 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Grantee, and any Subrecipient, with respect to this Agreement.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS AGREEMENT ON THE EFFECTIVE DATE

[Signature Page to Follow]

SIGNATURES

FOR: THE CITY OF LUBBOCK

TRAY PAYNE, MAYOR

FOR: Catholic Charities, Diocese of Lubbock

Cynthia Quintanilla, Executive Director

Chris Shavers, President
FED. I.D. #75-1966688

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

FY 2023 – 2024

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

EXHIBIT A

GRANTEE - **Catholic Charities, Diocese of Lubbock**

PROGRAM - **Parent Empowerment Program- Education and Self Sufficiency Program**

ALLOCATION - $100,000

MATCH - $25,000

PROGRAM DELIVERY- The Parent Empowerment Program (PEP) assists families that are low- to moderate-income, having at least one child under the age of 18, with costs related to higher education. Services include case management and financial assistance (tuition and testing fees, textbooks, uniforms, rent and utility costs) to help families obtain better employment opportunities to combat and escape poverty.

LEVEL OF ACCOMPLISHMENT - In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

Activity	**Time of Performance**	**Proposed Count**
Education and Self-Sufficiency	October 1, 2023 – September 30, 2023	20 Unduplicated Persons

Monthly Reports and Reimbursement Request are due by the 10th of each month
Year End and Outcome Report due no later than October 10, 2024

BUDGET-

Line Item	**Grant Funds**
Direct Services	$15,000
Salaries	$85,000

CONTACT INFORMATION

Communication and details concerning this Agreement shall be directed to the following:

For the City:
Community Development
Karen Murfee, Director
P.O. Box 2000
Lubbock, TX 79457
(806) 775-2296
kmurfee@mylubbock.us

For the Grantee:
Catholic Charities, Diocese of Lubbock
Cynthia Quintanilla
102 Ave J
Lubbock, TX 79401
(806) 765-8475 ext. 129
cynthiaq@cclubbock.org

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 17816, and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA), for the Comprehensive Energy Assistance Program (CEAP) to assist low-income households in meeting their immediate energy needs and to encourage consumers to control energy costs for years to come through education.

Item Summary

The Comprehensive Energy Assistance Program (CEAP) involves integration of all Low Income Home Energy Assistance Program (LIHEAP)-funded programs, thereby enhancing the efficiency and effectiveness of services provided to clients, and eliminating duplication of services.

Grantee: City of Lubbock, Community Development Department
Funding Source: 2024 CEAP from Texas Department of Housing and Community Affairs (TDHCA), Contract # 58240004013
Use of Funds: This is a pass-through grant from TDHCA to provide energy assistance by paying for energy bills only and repair or replacement of existing heating and cooling units for citizens of Lubbock County.
Allocation: $1,047,402
Terms: January 1, 2024 through December 31, 2024, with the option to extend time up to 6 months as determined by TDHCA.

This is an electronic signature contract.

Fiscal Impact

There is no fiscal impact on the General Fund involved with this contract. The funds used originate from HUD. The maximum allocation of this grant is $1,047,402.

Staff/Board Recommending

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

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, Amendment to Community Development Funding Contract 17816, and all related documents, between the City of Lubbock and Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program for energy assistance. Said 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:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58240004013
FY 2024 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2401TXLIEA
Award Year (Year of Award from HHS to TDHCA): 2024
Unique Entity Identifier Number: LXDNEKWRVKJ6

SECTION 1. PARTIES TO THE CONTRACT

This 2024 Comprehensive Energy Assistance Program (CEAP) Contract Number 58240004013 ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **City of Lubbock**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2024**, and, unless earlier terminated, shall end on **December 31, 2024** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

A. The following County/Counties constitute the Subrecipient's "Service Area": LUBBOCK

B. Subrecipient shall, throughout its Service Area operate a Comprehensive Energy Assistance Program ("CEAP") in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 *et seq.*) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Chapter 2105 of the Texas Government Code ("State Act"), Chapters 2105 and 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2 and Subchapters A and C of Chapter 6 of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "State Rules"), the LIHEAP State Plan, 2 CFR Part 200 (as applicable), Subrecipient's "Service Delivery Plan" in accordance with 10 TAC §6.306, the Department's guidance related to CEAP, all applicable state and federal regulations, and the terms of this Contract. Subrecipient further agrees to comply with the certifications attached hereto as Addendums A, B, C and D and incorporated herein for all relevant purposes; the Budget attached hereto as Exhibit A and incorporated herein for all relevant purposes; the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Addendum E and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

C. Subrecipient shall assist "Households" that are "Low-Income" with priority being given in no particular order to (1) "Elderly Persons", (2) "Person with a Disability", (3) "Households" with a young child five (5) years of age or under, (4) Households with "High Energy Burden", and (5) Households with "High Energy Consumption," as said terms are defined in 10 TAC §6.2.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient during the Contract Term for administrative expenditures, program services costs and direct services expenditures in accordance with 10 TAC §6.308, in the amount(s) specified in the Budget attached hereto as Exhibit A.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.

C. Subrecipient understands that all obligations of the Department under the Contract are subject to the availability of 2024 CEAP funds. The Contract is subject to termination or cancellation, either in whole or in part, without penalty to Department if such funds become unavailable.

D. The Contract shall not be construed as creating a debt on behalf of Department in violation of Article III, Section 49a of the Texas Constitution. Subrecipient understands that all obligations of the Department under this Contract are subject to the availability of 2024 funds from the U.S. Department of Health and Human Services ("HHS"). If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

E. Department is not liable for any cost incurred by Subrecipient which:

1. is subject to reimbursement by a source other than Department;
2. is for performance of services or activities not authorized by the LIHEAP Act, State Rules, or which is not in accordance with the terms of this Contract;
3. is not incurred during the Contract Term;
4. is not reported to Department on a monthly expenditure or performance report within forty- five (45) calendar days following the end of the Contract Term; or
5. is incurred for the purchase or permanent improvement of real property.

F. Notwithstanding any other provision of this Contract to the contrary, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered for activities specified in the LIHEAP Act.

G. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **$1,047,402.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. REQUEST FOR ADVANCE. Subrecipient may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient or an advance of Five Thousand and No/100 Dollars ($5,000.00), whichever is greater. In carrying out the purpose of this Contract. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure and performance report to Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, together with such supporting documentation as the Department may reasonably request.

B. DISBURSEMENT PROCEDURES. Subrecipient shall establish procedures to minimize the time between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. DEPARTMENT OBLIGATIONS. Subsection 5(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Subrecipient maintains cash balances in excess of need or requests advance payments in excess of thirty (30) days need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, (3) Subrecipient owes the Department funds, or (4) Subrecipient violates any of the terms of this Contract.

D. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the Low-Income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.

E. REPAYMENT. Subrecipient shall repay, within fifteen (15) calendar days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.

SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

A. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Texas Grant Management Standards ("TXGMS") in effect on the effective date of this Contract. All references therein to "local government" shall be construed to mean Subrecipient.

B. INDIRECT COST RATE. Subrecipient has an approved indirect cost rate of 0.00%.

C. AUDIT REQUIREMENTS. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.00) of Federal funds.

D. AUDIT REVIEW. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

E. CERTIFICATION FORM. For any fiscal year ending within or one year after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted by electronic email to SAandACF@tdhca.state.tx.us.

F. STATE AUDITOR'S RIGHT TO AUDIT. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Contract. The acceptance of funds by the Subrecipient or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Subrecipient or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

G. SUBCONTRACTS. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

SECTION 7. DEOBLIGATION, TERMINATION AND SUSPENSION

A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §1.411, 10 TAC §6.304, and Chapter 2105 of the Texas Government Code. The Department may also deobligate funds from this Contract in whole or in part if Subrecipient missing any of the expenditure deadlines listed in the Performance Statement attached as Exhibit B to this Contract.

B. TERMINATION. Pursuant to 10 TAC §2.202 and §2.203, the Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract.

C. GENERAL. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.

D. SUSPENSION. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review.

E. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.

F. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract, or for any costs that are disallowed.

G. STATEWIDE OR REGIONAL PROVIDER. Department may award deobligated or terminated funds from this Contract to a Statewide or Regional Provider in accordance with 10 TAC §1.411. Subrecipient agrees to provide information as requested by the Department to serve clients in the Service Area.

SECTION 8. ALLOWABLE EXPENDITURES

A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 of this Contract and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section 8.

B. CEAP grant funds allow up to 7.22% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the Budget attached hereto as Exhibit A. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities in accordance with the LIHEAP State Plan.

C. Administrative and program services activities funds are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty-five (45) calendar days prior to the end of the Contract Term to use it's administrative and program services funds for direct service categories.

D. Whenever applicable, all heating and cooling equipment and/or systems must have an Energy Star rating. Heating and cooling equipment must be sized in accordance with Air Conditioning Contractors of America Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies. HVAC contractors must provide a one-year warranty on their work for parts and labor; the period for the warranty shall begin at the completion of installation.

SECTION 9. RECORDKEEPING REQUIREMENTS

A. GENERAL. Subrecipient shall comply with all the record keeping requirements set forth below and shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the TXGMS, Subrecipient agrees to comply with any changes to the TXGMS recordkeeping requirements. For purposes of compliance monitoring, all associated documentation must be readily available, whether stored electronically or hard copy to demonstrate compliance with Subrecipient Performance as outlined in Section 3.

B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act. Subrecipient understands that the Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Texas Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

C. ACCESS TO RECORDS. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the Office of Inspector General, the State Auditor's Office, the HHS Office of the Inspector General, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.

D. RECORD RETENTION. Subrecipient represents and warrants its compliance with the records retention requirements of 2 CFR §200.333. The Department reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to the Department custody when it is determined the records possess longer term retention value. Subrecipient must include the substance of this clause in all subcontracts. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the TXGMS; (ii) the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction if the Department notifies the Subrecipient in writing; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; or (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.

E. CLIENT FILES. Subrecipient shall maintain a client file system to document direct services rendered. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. Each client file shall contain the following:

1. Client application containing all Department requirements;
2. Documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or Declaration of Income Statement ("DIS") (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the use of the form;
3. Priority rating form;
4. Case notes sufficient to document that program service activity has occurred;
5. Household Status Verification Form for all Household members;
6. SAVE printout (if applicable);
7. Copy of client's utility bill(s);
8. Energy consumption history for previous twelve (12) months (all fuel types) or Department approved Alternative Billing Method;
9. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
10. Documentation of benefits determination;
11. Any documentation required by directives provided by the Department;
12. Notice of Denial Form (if applicable); and
13. Right of appeal and procedures for denial or termination of services (if applicable).

F. SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all subcontracts.

SECTION 10. REPORTING REQUIREMENTS

A. REPORTING COMPLIANCE**.** Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

B. FUNDING REPORT. By the fifteenth (15th) of each month, Subrecipient shall electronically submit to Department, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month.

C. INVENTORY. In accordance with 10 TAC §1.407, Subrecipient shall submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of Five Thousand and No/100 Dollars ($5,000.00) and/or a useful life of more than one (1) year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the Subrecipient that provides CEAP services in the Service Area.

D. FINAL REPORTS. Subrecipient shall electronically submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within forty-five (45) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.

E. HOUSEHOLD DATA. By the fifteenth (15th) of each month, Subrecipient shall electronically upload data on Households served in the previous month into the CA Performance Measures Module located in the Community Affairs Contract System.

F. DEFAULT. If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, deobligate, withhold, or suspend any or all payments otherwise due or requested by Subrecipient hereunder, and/or initiate proceedings to terminate this Contract in accordance with Section 7 of this Contract.

G. UNIQUE ENTITY IDENTIFIER NUMBER. Subrecipient shall register in the System of Award Management ("SAM") a Unique Entity Identifier ("UEI") number on all contracts and agreements. The UEI number must be submitted from a document retrieved from the https://www.sam.gov website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current UEI number for the entire Contract Term.

H. DISASTER RECOVERY PLAN. Upon request of the Department, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated at least every two (2) years.

SECTION 12. CHANGES AND AMENDMENTS

A. AMENDMENTS AND CHANGES REQUIRED BY LAW. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 12 may be further evidenced in a written amendment.

B. GENERAL. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract.

C. FACSIMILE SIGNATURES. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

D. REQUEST. Written requests for a Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the TXGMS.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term. Department may issue such corrective actions in accordance with 10 TAC §2.203.

SECTION 15. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract.

SECTION 16. PROCUREMENT STANDARDS

A. Subrecipient shall comply with 2 CFR Part 200, TXGMS, and 10 TAC §1.404, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.

B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined by TXGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than Five Thousand and No/100 Dollars ($5,000.00) or on any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.

C. When the Subrecipient no longer needs equipment purchased with CEAP grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CEAP grant funds.

SECTION 17. SUBCONTRACTS

A. Subrecipient may not subgrant funds under this Contract or subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured subcontractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department.

B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

C. Subrecipient represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

SECTION 18. TRAVEL

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to 2 CFR Part 200 (as applicable) and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code Travel and Subsistence Expenses; Mileage Allowances), or in the absence of such a policy, the State of Texas travel policies under 10 TAC §1.408. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and *per diem* expenses of its board members and employees.

SECTION 19. BONDING AND INSURANCE REQUIREMENTS

A. PAYMENT AND PERFORMANCE BOND. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of Twenty-Five Thousand and No/100 Dollars ($25,000.00) or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of One Hundred Thousand and No/100 Dollars ($100,000.00), a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.

B. INSURANCE. Subrecipient is basically a self-funded entity in accordance with Chapter 2259 of the Texas Government Code subject to statutory tort laws and, as such, generally, it does not maintain a commercial general liability insurance and/or auto liability policy. Subrecipient is encouraged to obtain pollution occurrence. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 20. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 21. LEGAL AUTHORITY

A. Legal Authority. Subrecipient represents that it possesses legal authority to apply for the Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Subrecipient to act in connection with the Contract and to provide such additional information as may be required. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. SIGNATURE AUTHORITY. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by the Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. TERMINATION; LIABILITY. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 21.

D. MERGER; DEFAULT. Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

SECTION 22. COMPLIANCE WITH LAWS

A. FEDERAL, STATE, AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, Chapter 2105 of the Texas Government Code, the State Rules, LIHEAP State Plan, and the certifications attached hereto. Subrecipient represents and warrants that it will comply, and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws. Subrecipient represents and warrants that it will comply, and assure the compliance of all its subcontractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 U.S.C. §701, et seq) and HUD's implementing regulations including, without limitation, 2 CFR Parts 182 and 2429.

C. LIMITED ENGLISH PROFICIENCY ("LEP"). Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the Service Area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

D. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.

1. General. Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
2. Information Security and Privacy Agreement ("ISPA"). Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department's website at the "Information Security and Privacy Agreement" link.

E. PREVENTION OF TRAFFICKING. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient 's rights to any funds shall be terminated.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. Subrecipient represents and warrants that if the Contract involves construction of a project, it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts involving employment, as applicable.

G. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTRAL ACT. Subrecipient represents and warrants that it will 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).

H. PROHIBITED EXPENDITURES ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT.

1. General. Pursuant to 2 CFR §200.216, Subrecipient and its contractors are prohibited from using funds under this Contract for equipment, services, or systems that use the following covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in accordance with Section 889 of Public Law 115-232 (National Defense Authorization Act 2019):

a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities.

b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c) Telecommunications or video surveillance services provided by such entities or using such equipment.

d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. Subcontracts. Subrecipient must incorporate this prohibition in any contract and require its contractors to incorporate this requirement into any contract.

I. NOTIFICATION OF INVESTIGATION. Subrecipient must notify the Department if Subrecipient is under federal or state investigation (by, for example, including, but not limited to, U.S. Department of Health and Human Services, Office of Inspector General and the Office of State Inspector General). Subrecipient must inform the Department in writing of this investigation in accordance with the Notice Provisions in Section 48. Subrecipient must also inform the Department in writing, in accordance with the Notice Provisions in Section 48, of any written requests for information by the State Auditor's Office, the Office of the Attorney General, or any other investigative agency, unless otherwise prohibited by law.

SECTION 23. PROCUREMENT OF RECOVERED MATERIALS

Subrecipient represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act (Chapter 361 of the Texas Health & Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7), as amended by the Resource Conservation and Recovery Act.

SECTION 24. PREVENTION OF WASTE, FRAUD, AND ABUSE AND UNLAWFUL CONDUCT

A. Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

B. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

C. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

D. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 25. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. §1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the one hundred-twentieth (120th) day after the date the Department notifies Subrecipient of the violation.

SECTION 26. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipient shall, in addition to the requirements of this Section 26, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

F. Subrecipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR §200.112.

G. Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

H. Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Contract, Subrecipient shall promptly notify Department.

SECTION 27. POLITICAL ACTIVITY AND LEGISLATIVE ACTIVITY PROHIBITED

A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information.

B. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information.

C. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.

D. None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Subrecipient and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum A and incorporated herein for all relevant purposes.

E. Subrecipient represents and warrants that Department's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

SECTION 28. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. DISCRIMINATION PROHIBITED. In accordance with Section 2105.004 of the Texas Government Code, Subrecipient represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

B. EQUAL OPPORTUNITY. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, as amended, and its implementing regulations at 41 CFR Part 60.

C. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) and (ii) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36. Subrecipient shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for a Person with a Disability.

D. AGE DISCRIMINATION. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107).

E. SUBCONTRACTS. Subrecipient will include the substance of this Section 28 in all subcontracts.

SECTION 29. DEBARRED AND SUSPENDED PARTIES; EXCLUDED PARTIES

A. DEBARRED AND SUSPENDED PARTIES. By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management ("SAM")* maintained by the General Services Administration and in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of the subcontractor's agreement. Subrecipient may subsequently rely upon a certification of a subcontractor that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum D, without modification, and this language under this Section 29, in all its subcontracts.

B. EXCLUDED PARTIES. By signing this Contract, Subrecipient further certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

SECTION 30. INDEMNIFICATION

SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

SECTION 31. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. If Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from Department, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services ("HHS") at 45 CFR Part 87.

SECTION 32. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 33. NO WAIVER

A. RIGHT OR REMEDY. Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

B. SOVEREIGN IMMUNITY. The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

SECTION 34. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 35. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
3. Addendum C - Certification Regarding Environmental Tobacco Smoke
4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
5. Addendum E - PRWORA Requirements
6. Exhibit A- Budget

SECTION 36. SPECIAL CONDITIONS

A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program.

B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all Households in the Service Area. Subrecipient shall provide Elderly Persons and A Person with a Disability who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 37. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with 10 TAC §6.8.

SECTION 38. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 39. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, disease, pandemics, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 40. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Contract. If at any time the Subrecipient would like to engage Department in an Alternative Dispute Resolution ("ADR") procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

SECTION 41. OPEN MEETINGS

If the Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

SECTION 42. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 44. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 45. CYBERSECURITY TRAINING PROGRAM

If Subrecipient has access to any state computer system or database, Subrecipient shall complete cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

SECTION 46. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW

Subrecipient represents and warrants its compliance with 2 CFR §200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

SECTION 47. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZTIONS, CHARIABLE TRUSTS, AND PRIVATE FOUNDATIONS

Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

SECTION 48. NOTICE

A. If a notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

City of Lubbock
PO Box 2000
Lubbock, TX 79457
Attention: Karen Murfee, Executive Director
Telephone: (806) 775-2296 Fax: (806) 775-3917 Email: kmurfee@mylubbock.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five (5) days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 48.

C. Subrecipient shall provide contact information and required notifications to the Department through the Contract System in accordance with 10 TAC §6.6.

SECTION 49. VENUE AND JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdictions of Travis County, Texas.

SECTION 50. EXECUTIVE HEAD OF STATE AGENCY AFFIRMATION

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the Department, (2) a person who at any time during the four years before the date of the Contract was the executive head of the Department, or (3) a person who employs a current or former executive head of the Department.

SECTION 51. VETERAN IDENTIFICATION IN PROGRAM APPLICATIONS

The program applications must provide a space for applicants to indicate if they are a veteran as required by Section 434.214 of the Texas Government Code. In addition, the application must include the following statement: "Important Information for Former Military Services Members. Women and men who served in any branch of the United States Armed Forces, including Army, Navy, Air Force, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information please visit the Texas Veterans Portal at

SECTION 52. ASSIGNMENT

This Contract is made by Department to Subrecipient only. Accordingly, it is not assignable without the written consent and agreement of Department, which consent may be withheld in Department's sole discretion.

EXECUTED to be effective on **January 01, 2024**

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **December 14, 2023 2:03 pm**

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By: **Robert Wilkinson**
Title: Its duly authorized officer or representative
Date: **December 15, 2023 8:10 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58240004013
FY 2024 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM A

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $ 10,000.00 and not more than $100,000.00 for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **December 14, 2023 2:03 pm**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58240004013
FY 2024 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

City of Lubbock
PO Box 2000
Lubbock, TX 79457

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

SUBRECIPIENT:
City of Lubbock
a political subdivision of the State of Texas

By: Karen Murfee
Title: Executive Director
Date: December 14, 2023 2:03 pm

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58240004013
FY 2024 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subcontracts which contain provisions for the children's services and that all subcontracts shall certify accordingly.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **December 14, 2023 2:03 pm**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58240004013
FY 2024 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

(e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:

(1) Is in connection with this award;

(2) Reached its final disposition during the most resent five year period; and

(3) Is one of the following:

i. A criminal proceeding that resulted in a conviction, as defined below;

ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000.00 or more or reimbursement, restitution, or damage in excess of $100,000.00; or

iv. Any other criminal, civil, or administrative proceeding if:

1. It could have led to an outcome described in this section (e) paragraph (3) items (i) - (iii) of this award term and condition;
2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(4) For purposes of section (e) of this certification the following definitions apply:

i. An ”administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. A “conviction”, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction,” without modification, in all subcontracts and in all solicitations for subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

_____
[Signature]
Printed Name:_____
Title: _____
Date: _____"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **December 14, 2023 2:03 pm**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58240004013
FY 2024 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM E

PRWORA REQUIREMENTS

If an individual is applying for LIHEAP funds, a Subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA") or ("Act"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 *et. seq*., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

There are certain types of assistance that are not subject to the Act's restriction on access to public benefits based on immigration status. This includes activities that: (1) deliver in-kind services at the community level, (2) are necessary for the protection of life or safety, and (3) do not condition the provision of assistance on the applicant's income or resources.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility (8 U.S.C. §1642 (a) and (b)). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility.

CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) SYSTEM

Subrecipient shall:

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

(e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;

(f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance.

(h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;

(i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;

(j) Comply with the requirements of the Federal Information Security Modernization Act of 2014 (FISMA) (PL-113-283, as amended) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/her may do so by submitting a written signed request to DHS-USCIS.

(l) Comply with the Privacy Act, 5 U.S.C. §552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS-USCIS is posted on their website.

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of Section 274A of the Immigration and Nationality Act, 8 U.S.C. §1324a.

(2) Monitoring and Compliance.

(a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;

(b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;

(c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"

(d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;

(e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit B and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;

(h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit B and the SAVE Program requirements by its authorized agents or designees;

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit B, SAVE Program procedures or other applicable law, regulation or policy; and

(j) Provide Department and SAVE Monitoring and Compliance with the current e-mail, U.S. postal service address, physical address, name and telephone number Users authorized representative for any notifications, questions or problems that may arise in connection with Users participation in SAVE and with notification of changes in the benefit offered by the User.

(3) Criminal Penalties.

(a) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(b) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a, and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Contract may be subject to criminal penalties.

(4) Third Party Liability.

(a) Each party to this Contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this Contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(b) Nothing in this Contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

(5) Points of Contact

Michael De Young
Director of Community Affairs
Texas Department of Housing and Community Affairs
Community Affairs Division
P.O. Box 13941
Austin, TX 78711-3941
Phone: (512) 475-2125
Email: michael.deyoung@tdhca.state.tx.us

USCIS SAVE Program MS 2620
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2620
ATTN: SAVE Operations
Phone: (888) 464-4218
Email: saveregistration@dhs.gov

USCIS SAVE Monitoring and Compliance MS 2640
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2640
Phone: (888) 464-4218
Email: save.monitoring@dhs.gov

(6) Certification.

The undersigned hereby certifies to the Department that all information herein is true and correct to the best of their knowledge and belief. The purpose of this statement is to certify that **City of Lubbock** (Subrecipient):

☐ Is NOT a private nonprofit charitable organization and is an entity created by State Statute and affiliated with a state or governmental entity (such as a housing finance agency, public housing authority, unit of local government, council of governments, county, etc.)

Certification must have the signature from a representative with authority to execute documents on the Subrecipient's behalf.

I certify that I understand that fines and imprisonment up to five years are penalties for knowingly and willingly making a materially false, fictitious, or fraudulent statement or entry in any matter under the jurisdiction of the federal government (18 U.S.C. Sec. 1001).

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **December 14, 2023 2:03 pm**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58240004013
FY 2024 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT A

BUDGET

City of Lubbock
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

$ 1,047,402.00	CEAP FUNDS CURRENTLY AVAILABLE
$ 2,500.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 75,622.00	-
Direct Services	$ 969,280.00	-
TOTAL CEAP BUDGET	$ 1,044,902.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 420,231.00	43.35
Utility Assistance	$ 420,232.00	43.36
Program Services	$ 128,817.00	13.29
TOTAL DIRECT SERVICES	$ 969,280.00	100.00

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures. All other administrative costs, exclusive of administrative costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services costs when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 calendar days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in Contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

Vendor Refunds

Subrecipient must determine which TDHCA contract the payment(s) were charged to, the clients(s) associated to the payment(s), and if the Contract Term has expired.

If the Contract Term has not expired, Subrecipient must enter the amount into the Contract System in the appropriate budget line item into the Adjustment column in the monthly report and make an appropriate note in the system. This will credit back the vendor refund(s) for the Subrecipient to expend on eligible expenses during the Contract Term.

If the Contract Term has expired, Subrecipient must return the vendor refund(s) to the Department. This refund must contain the contract number, and appropriate budget line item associated to the refund(s).

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract 17849, and all related documents, with Lutheran Social Services of the South, Inc. (LSSS), to provide utility assistance to qualified low-income persons and families, through the Comprehensive Energy Assistance Program (CEAP) administered by the Texas Department of Housing and Community Affairs (TDHCA).

Item Summary

Grantee: Lutheran Social Services of the South, Inc. (aka Neighborhood House)
Funding source: 2024 Comprehensive Energy Assistance Program (CEAP) from the Texas Department of Housing and Community Affairs (TDHCA)
Use of Funds: Provide an application process and approve qualified individuals and households for energy assistance. Report funding amount that is eligible for payment to Community Development to approve for payment of energy bills only and repair or replacement of existing heating and cooling units for citizens of Lubbock County.
Allocation: $165,000
Terms: January 1, 2024, through December 31, 2024, with the option to extend time up to 6 months as determined by TDHCA.

Fiscal Impact

There is no fiscal impact on the General Fund involved with this contract. The funds used originate from HUD. Grant funding amount allocated to Lutheran Social Services of the South, Inc. (LSSS) for the Comprehensive Energy Assistance Program (CEAP) program is $165,000.

Staff/Board Recommending

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

Attachments

Resolution
2024 CEAP_Agreement (sig)_City_to_LSSS

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 to Community Development Funding Contract 17849, and all related documents, between the City of Lubbock and Lutheran Social Services of the South, Inc. for the Comprehensive Energy Assistance Program for energy assistance. 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:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

2024 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
BETWEEN
CITY OF LUBBOCK
AND
LUTHERAN SOCIAL SERVICES OF THE SOUTH, INC.

This Comprehensive Energy Assistance Program (CEAP) Agreement (the "Agreement"), **Contract No. 17849** is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and **Lutheran Social Services of the South, Inc.**, a State of Texas non-profit enter (the "Contractor"), (each a "Party," and collectively the "Parties") acting by and through the Parties' representative officers and officials, and is hereby entered into by the Parties on this _____ day of January, 2024 (the "Effective Date").

RECITALS

WHEREAS, the City is obligated to do and perform certain services in its administration of the Comprehensive Energy Assistance Program (the "CEAP"); and

WHEREAS, the Contractor operates a non-profit center offering services to low-income individuals in Lubbock County, Texas (the "Services"); and

WHEREAS, the City finds that the Services benefit citizens of Lubbock County and constitute a valuable public service; and

WHEREAS, the City finds that the Services are the predominate purpose of this Agreement; and

WHEREAS, the Contractor and the Services have been found to meet the criteria for funding under a request for proposals issued by the City; and

WHEREAS, the continuing supervision by the City and State together with statutory and contractual requirements provide sufficient assurance that the public purpose is accomplished and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City finds that the Contractor has the special expertise, knowledge, and experience necessary for the performance of this Agreement and that the City will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to enter into this Agreement with the Contractor to make available assistance for low-income individuals and families with utility (electricity, gas and propane) cost and repair or replacement of existing equipment for heating and cooling, CEAP Program (the "Program"); and

NOW, THEREFORE,

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

AGREEMENT

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

The City agrees to award the Contractor funding from the CEAP in an amount not to exceed **one hundred and sixty-five thousand dollars ($165,000)** in return for Contractor performing the Services of the Program (the "Funding").

1. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the Contractor in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the Contractor under this Agreement.

2. The Funding shall be disbursed in the amounts and at the time the funds are disbursed to the City by the State of Texas. The City is not responsible for any amounts not distributed by the State of Texas. Any Comprehensive Energy Assistance Program (the "CEAP") funds applicable to this Agreement shall be disbursed in the amount and at the time such funds are disbursed to the City by the State of Texas.

3. The City shall not be liable to the Contractor for any costs incurred by the Contractor which have been paid to the Contractor, which are subject to be paid to the Contractor, which have been reimbursed to the Contractor, or which are subject to reimbursement to the Contractor by any source other than the City or the Contractor.

4. The City shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this Agreement.

5. The City shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this Agreement which have not been billed to the City by the Contractor within sixty (60) days following the termination of this Agreement.

6. The City shall not be liable for any costs incurred or performances rendered by the Contractor before the commencement or after termination of this Agreement.

7. The Funding will be limited to the following:

    a. For the sole purpose of the Contractor's Services for the Program;

    b. For the satisfaction of expenses incurred by the Contractor in its provision of Services for the Program; and

    c. For the benefit of lower-income families that reside in Lubbock County, Texas, and whose gross household income does not exceed one hundred and fifty percent (150%) of the most recent Poverty Income Guidelines issued by the U.S. Department of Health and Human Services.

B. Contractor's Responsibilities

1. The Contractor agrees to the Funding solely for the purpose of the Program as it is performed at Neighborhood House, 6501 University Ave., Suite 504, Lubbock, Texas 79413 (also known as Lutheran Social Services of the South)

2. The Contractor agrees to comply with all applicable uniform administrative requirements as described in the Lutheran Social Services Policy Manual; all generally accepted administrative requirements for the Texas State Government located at 1TAC5.141, et seq.; and, all federal administrative requirements located at 45CFR Part 96.

3. The Contractor agrees to carry out the Services contemplated under this Agreement in compliance with all State and Local laws and regulations.

4. The Contractor shall retain in its clients' files only those documents that are required to validate its clients' eligibility for the Program. Such documents may include forms of documentation of disability such as Social Security or a Supplemental Security Income statement. The Contractor shall not include documentation from a medical professional, such as a doctor's letter, in its clients' files.

Article 2. TIME OF PERFORMANCE

This Agreement shall commence January 1, 2024 and shall terminate December 31, 2024 (the "Term"), with the option to extend time up to six (6) months as determined by the Texas Department of Housing and Community Affairs, with the understanding that the Grantee will expend 100 percent of the funds to assist low-income eligible persons during the contract term, providing that the Contractor meets its obligations during the Term, subject to the approval of the City Council of the City.

Article 3. BUDGET

The Contractor will use the CEAP funds awarded under this Agreement to administer the Program in the following manner:

CEAP Program Services Cost/Admin	$165,000
Total CEAP funds awarded under this Agreement	$165,000

Article 4. PAYMENT

The City will pay up to one hundred sixty-five thousand dollars ($165,000) to the Contractor based upon the receipt of a request for funds and project expense summary for the Contractor's Services under the Project. The Funding shall be disbursed in the amounts and at the time the funds are disbursed to the City by the State of Texas. The City is not responsible for any amounts not distributed by the State of Texas. Any Comprehensive Energy Assistance Program (the "CEAP") funds applicable to this Agreement shall be disbursed in the amount and at the time such funds are disbursed to the City by the State of Texas. The Contractor shall submit to the City invoices for items purchased in the Contractor's performance of the Services under the Project. The City shall determine the reasonableness of each purchase and shall not make a disbursement of any such payment until the City has reviewed and approved each purchase. The City may release up to ten percent (10%) of the funds to be used as start-up funding for the Contractor's Services under the Project. The Contractor will then bill the City monthly for expenses incurred by the Contractor

during the prior month of Services performed under the Project. By January 10, 2024, unless extension of time up to six (6) months as determined by the Texas Department of Housing and Community Affairs, with the understanding that 100 percent of the funds to assist low-income eligible persons during the contract term. The Contractor will provide the City with the proper documentation to show how all funds were expended by the Contractor in its performance of Services under the Program, including the start-up costs.

Article 5. NOTICES

All communication required under this Agreement shall be directed to the following Party representatives:

***For the City*:**
Karen Murfee
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

***For the Contractor*:**
Joy Loper
Lutheran Social Services of the South, Inc.
6501 University Ave., Suite 504
Lubbock, TX 79413

Article 6. SPECIAL CONDITIONS

A. The Contractor will keep adequate documentation of the design of the Program, the implementation of the Program, and evaluation of Program design.

B. The Contractor will keep documentation of its efforts to leverage CEAP funds with other programs to enhance the Services provided to its clients.

C. The Contractor will keep documentation of its efforts to cooperate and collaborate with other service providers.

Article 7. GENERAL CONDITIONS

A. General Compliance

1. Contractor agrees to comply with all applicable federal, state, and local laws and regulations governing the Funding provided under this Agreement which were made available under the City's CEAP.
2. The Contractor shall administer the CEAP to eligible clients in accordance with TDHCA CEAP regulations, as out lined in Texas Administrative Code (TAC 10) regulations; the Low-Income Home Energy Assistance Act of 1981, as amended; 42 U.S.C. Sec. 8621 et seq.; the LIHEAP Act Public Law 97-35; the LIHEAP State Plan; and, sections 103 & 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Agency of labor regulations (29 CFR, Part 5).

B. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Copeland "Anti-Kickback" Act (40 U.S.C 276a-276a-5; 40 USC 327 and 40 USC 26c) and all other applicable Federal, state and local laws and regulations pertaining to the labor standards insofar as those acts apply to the performance of this Agreement.

C. Right to Exercise

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.

D. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer and employee between the Parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Worker's Compensation insurance as the Contractor is an independent contractor.

E. Indemnity and Release

1. The Contractor shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and the City's respective officers, employees, elected officials, and agents, from and against any and all losses, damages, claims, or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner, or form, the activities contemplated hereunder, including, but not limited to, losses, damages, claims, or liabilities arising from or related to, in any way, manner, or form, the act or omission of third parties or the negligence or fault of the City, its respective officers, employees, elected officials, or agents.

   The Contractor further covenants and agrees to defend any suits or administrative proceedings brought against the City or the City's respective officers, employees, elected officials, or agents on account of any such claim, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on the City, or the City's respective officers, employees, elected officials, or agents, as applicable, resulting from such suits, claims, or administrative proceedings or any matter resulting from the settlement or resolution of said suits, claims, or administrative proceedings. Additionally, the Contractor shall pay to the City, all attorney's fees incurred by the Parties in enforcing the Contractor's indemnity in this section.

2. The City, and its respective officers, employees, elected officials, and agents shall not be liable, and the Contractor hereby releases the City, and its respective officers, employees,

elected officials, and agents, for, from, and against any losses, damages, claims, or liabilities to the Contractor, on any theory of legal liability, including, but not limited to the negligence, of any type of degree or fault, of the City, arising from or related to, in any way, manner, or form, the unenforceability or voidance, for any reason, of all or part of this Agreement.

3. The indemnity and release provided herein shall survive the termination or voidance of this Agreement.

F. Worker's Compensation

The Contractor shall provide Worker's Compensation insurance coverage or other approved coverage for all employees involved in the performance of this Agreement.

G. Insurance and Bonding

Throughout the Term, the Contractor shall maintain liability insurance in the following minimum amounts:

Type of Insurance	***Minimum Liability***
Commercial General Liability	**$1,000,000 Limit**
Property Damage Liability	**$100,000 Each Occurrence**

H. City Recognition

The Contractor shall insure the recognition of the role of the City's CEAP in providing funding through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to a funding source. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Amendments

1. The City or the Contractor may amend this Agreement at any time, provided that such amendment makes specific reference to this Agreement, is executed in writing, signed by a duly-authorized representative of both Parties, and approved by the City. Any such amendment shall not invalidate this Agreement, and shall neither relieve nor release the City or the Contractor from its obligations under this Agreement.

2. The City may, in its sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If any such amendment results in a change to the Funding, the scope of services, or the activities to be undertaken as part of this Agreement, then such amendment will be incorporated into this Agreement only by written amendment signed by both the City and the Contractor.

J. Suspension or Termination

1. Either Party may terminate this Agreement at any time by giving written notice to the other Party of such termination, and by specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Partial termination of any portion of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination of this Agreement for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Contractor under this Agreement shall, at the option of City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

2. The City may also suspend or terminate this Agreement, in whole or in part, if the Contractor materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein. In such a circumstance, the City may declare the Contractor ineligible for any further participation in future City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of the Funding until such time as the Contractor is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

3. The City may also terminate this Agreement in the event of an emergency or disaster, whether an act of God, natural, or manmade, by giving twenty four (24) hour verbal notice to the Contractor. Any expenditure incurred prior to receiving such notice will be reimbursed; however, in no event shall the City pay for any expenses incurred after such notice of termination is given by the City.

K. Prevention of Waste, Fraud, and Abuse

1. The Contractor shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Agreement. The systems and procedures shall address possible waste, fraud, and abuse by the Contractor, its employees, recipients, vendors, and administrating agencies. The Contractor's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by the City.

2. The Contractor shall give the City complete access to all of its records, employees, and agents for the purposes of any investigation of the funded programs. The Contractor shall immediately notify the City of any discovery of waste, fraud, or abuse. The Contractor shall fully cooperate with the City's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Program.

3. The Contractor may not discriminate against any employee or other person who reports a violation of the terms of this Agreement or of any law or regulation to the City or to any appropriate law enforcement authority, if the report is made in good faith.

L. Legal Remedies

In any instance where the Contractor violates or breaches this Agreement, the City may apply administrative, contractual, or legal remedies. The City may suspend all activities under this Agreement temporarily pending either corrective action by the Contractor or a decision by the City to terminate this Agreement.

M. Legal Authority

1. The Contractor represents that it possesses the practical ability and legal authority to enter into this Agreement, receive and manage funds authorized by this Agreement, and to perform the services the Contractor has obligated itself to perform under this Agreement.
2. The Contractor's signatory hereby warrants that he/she has been authorized by the Contractor to execute this Agreement on behalf of the Contractor and to bind the Contractor to this Agreement.

Article 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Contractor agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles: The Contractor shall administer the Program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or 2 CFR Part 200 Cost Principles for Educational Institutions", as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Record Keeping Requirements: The Contractor shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Agreement in accordance with the UGMS and Section III, Common rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C: Post Award Requirements, 18.42. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.

2. The Contractor agrees to work with the City to ensure compliance with TDHCA and City Policies and Procedures, including but not limited to the use of required web-based software system procured by the City, to collect and manage client data in real-time, to conduct prioritization for Utility Assistance (UA) and Household Crisis (HHC) components.

3. Open Records: The Contractor acknowledges that all information collected, assembled, or maintained by the Contractor pertaining to this Agreement is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public

agencies, and other interested parties with reasonable access to all records pertaining to the Agreement subject to the Texas Public Information Act.

4. The Contractor shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and the City, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of the Contractor, all records pertaining to this Agreement. Such right to access shall continue as long as the records are retained by the Contractor. The Contractor agrees to maintain such records in an accessible location for the greater of: (a) four (4) years; (b) if notified by the City in writing, the date that the final audit is accepted with all audit issues resolved to the City's satisfaction; (c) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; or (d) a date consistent with any other period required by federal or state law or regulation. The Contractor agrees to cooperate with any examination conducted under this Agreement. Upon the termination of this Agreement, all of the Contractor's records shall become property of the City.

C. Retention

The Contractor shall retain all record pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all State audit findings, whichever occurs later.

D. Client Data

The Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: total number of information and referral calls received and broken down into subject categories for every call; specific information obtained through random screening of calls such as income level, gender, race, ethnicity,
age, education-level, and household size. Such information shall be made available to the City for review by the tenth (10^{th}) day of every month.

E. Audits and Inspections

All Contractor records with respect to any matters covered by this Contract shall be made available to City, their designees or the State Government, at any time during normal business hours, as often as City or State deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data, both financial and programmatic. Any deficiencies noted in audit reports must be fully cleared by Contractor within thirty (30) days after receipt by the Contractor. Failure to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.

F. Operation and Financial Reports

1. Financial Record Reports: The Contractor agrees to submit to the City invoices for the services and approved costs of the Program by the tenth (10^{th}) day of each month.

2. Operation Reports: The Contractor agrees to submit to the City a monthly activity report in accordance with instructions provided by the State.

Article 9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. The Contractor agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 and the regulations issued under the order at 41 CFR Chapter 60.

2. No person shall on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Agreement.

B. Conduct

1. *Prohibit Political Activity and Lobbying*.
The Contractor hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including any subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:

> "None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment"

d. No funds provided under this Agreement may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive,

or judicial branches of government of Contractor, the State of Texas, or the government of the United States; and

e. None of the funds provided under this Agreement shall be paid to any official or employee who violates any of the provisions of this section.

2. *Conflict of Interest and Nepotism*.

a. The Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by the Contactor.

b. No person: (1) Who is an employee, agent, consultant, officer, or official of the Contractor, and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or, (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have familiar or business ties, during their tenure.

c. The Contractor's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subcontractors.

C. Air & Water

The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C., 7401, et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

D. Chapter 2270, Subtitle F, Title 10, Texas Government Code

The Contractor warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS AGREEMENT ON THE EFFECTIVE DATE

[Signature Page to Follow]

SIGNATURES

THE CITY OF LUBBOCK:

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

LUTHERAN SOCIAL SERVICES OF THE SOUTH, INC.

MICHAEL LOO, PRESIDENT & CEO

FED.I.D. # 74-1109745

AI# 12242
Regular City Council Meeting 6. 23.
01/23/2024:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute National Association of County and City Health Officials (NACCHO) Contract 2023-112007, to enhance the programmatic activities of CDC Grant No. 5NU38OT000306-05-00, and all related documents, by and between the City of Lubbock, and the National Association of County and City Health Officials.

Item Summary

This agreement will enable the Lubbock Public Health Department to strengthen its current Healthcare Associated Infections (HAI) and the rising threat of Antibiotic Resistant (AR) prevention program by establishing continued expert-level guidance. Healthcare associated infections and the rising threat of antibiotic resistant organisms have been emerging and growing concerns for healthcare facilities and communities.

One epidemiologist will be supported to become Certified in Infection Control (CIC). The City of Lubbock Public Health Department is in the process of receiving public health department accreditation and the HAI/AR staff has joined the committee to complete the process.

The term of the agreement will begin on October 17, 2023, and will continue in effect until June 30, 2024.

Fiscal Impact

This grant is for an amount not to exceed $80,000, and is funded in Budget Amendment No. 3 of the FY 2023-24 Budget.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Katherine Wells, Director of Public Health

Attachments

Resolution
Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, NACCHO Contract No. 2023-112007, to enhance the programmatic activities of CDC Grant No. 5NU38OT000306-05-00, by and between the City of Lubbock and the National Association of County and City Health Officials, and all 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

RES.NACCHO Contract 2023-112007
1.11.24

NACCHO CONTRACT #2023-112007

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and **City of Lubbock Through City of Lubbock Health Department** (hereinafter referred to as "Contractor"), with its principal place of business at 1314 Ave K, Lubbock , TX 79401.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC GRANT # 5NU38OT000306-05-00, CFDA #93.421, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.

2. TERM OF AGREEMENT: The term of the Agreement shall begin on October 17, 2023, and shall continue in effect until June 30, 2024, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed $80,000.00. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. Three (3) invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I	$22,000.00	Task 1: Attend project kick-off meeting ($1,000.00) Task 2: NACCHO tracking document showing completion of pre-assessment ($2,500.00) Task 3: Develop and submit a project implementation plan that indicates goals and/or	January 30, 2024

		objectives, and activities and includes project tracking ($10,000.00) Task 4a: Using the NACCHO-provided template, submit an interim version of the project implementation plan, including a project narrative, that shows progress toward goals and/or objectives and activities through December 2023 ($8,500.00)	
Invoice II	$17,000.00	Task 4b: Using the NACCHO-provided template, submit an interim version of the project implementation plan, including a project narrative, that shows progress toward goals and/or objectives and activities through February 2024 ($8,500.00) Task 4c: Using the NACCHO-provided template, submit an interim version of the project implementation plan, including a project narrative, that shows progress toward goals and/or objectives and activities through April 2024 ($8,500.00)	April 30, 2024
Invoice III	$41,000.00	Task 4d: Using the NACCHO-provided template, submit a final version of the project implementation plan, including a project narrative, that shows progress toward goals and/or objectives and activities through June 30, 2024 ($8,500.00) Task 5a: Attendance and participation in at least 80% of monthly community of practice calls and/or check-in polls ($2,000.00) Task 5b: NACCHO tracking document showing completion of the post-assessment survey and project close activities ($2,500.00) Task 5c: NACCHO tracking document showing completion of the end-of-project report and/or participation in an interview to share challenges and lessons ($5,000.00) Task 5d: NACCHO tracking document showing completion of at least one communications product to share lessons learned and best practices ($2,000.00) Task 5e: Submit at least 3 posts or responses on the BUILD HAIAR Virtual Community Page ($1,000.00)	June 30, 2024

		Task A: Develop an implementation plan and provide documentation of coordination to advance accreditation efforts through the Public Health Accreditation Board (PHAB) using HAI/AR program activities to fulfill accreditation objectives and strengthen crosscutting health department performance improvement efforts ($10,000.00) Task B: Summary report of the LHD role in a decolonization strategy implementation in long-term care facilities. ($10,000.00)	

NACCHO Contract number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first-class mail, at the address for the giving of notices as set forth in Section 25 of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.

3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

   All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO,

and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.

6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.

8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.

9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both

parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.

11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).

14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.

15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.

16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and

comply with all requirements set forth therein.

17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D, Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Contractor hereby certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies to NACCHO that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

21. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

22. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."

23. CORONAVIRUS DISEASE 2019 (COVID-19) Funds: The contractor acknowledged that the project is funded under the Coronavirus Preparedness and Response Supplemental Appropriation Act, 2020 (P.L 116-123); the Coronavirus Aid, Relief and Economic Security Act, 2020 (the "CARES Act) (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139) and/or the Consolidated Appropriation Act, 2021 (P.L. 116-

260), Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260) and hereby agrees, as to applicable to the award, to 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measure and 3) assist the United States Government in implementation and enforcement of federal orders related to quarantine and isolation. The Contractor will comply, to the extend applicable, with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC.

Furthermore, consistent with 45 C.F.R. 75.322, the Contractor agrees to provide to CDC copies and/or access to COVID-19 data collected including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

24. EXECUTION AND DELIVERY: This Agreement 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 Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.

25. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via email, facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City Health Officials
Attn: Candice Young
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4238
Fax (202) 783-1583
Email: cyoung@naccho.org

With a copy to:
National Association of County and City Health Officials
Attn: Ade Hutapea, LL.M., CFCM, CCCM
Senior Director, Grants and Contracts
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR CONTRACTOR:

City of Lubbock Through City of Lubbock
Health Department
Attn.: Katherine Wells
Director of Public Health
1314 Ave K,
Lubbock, TX 79401
Tel. (806) 775-2941
Email: kwells@mylubbock.us

With a copy to:
City of Lubbock Through City of Lubbock
Health Department
Attn.: Katherine Wells
Director of Public Health
PO Box 2000,
Lubbock, TX 79457
Tel. (806) 775-2941
Email: kwells@mylubbock.us

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

By : _____

Name : Jerome Chester

Title : Chief Financial Officer

Date : _____

CONTRACTOR:

By : _____

Name : Tray Payne

Title : Mayor

Date : _____

Federal Tax ID No.: 756000590
UEID.: LXDNEKWRVKJ6
DUNS No.: 058213893

APPROVED AS TO CONTENT:

By: _____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

By: _____
Rachael Foster , Assistant City Attorney

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
CONTRACTOR AGREEMENT – ATTACHMENT I
SCOPE OF WORK

BUILD HAIAR Deliverable Budget

Invoice Period	Deadline	Deliverable	Cost	Total Invoice Amount
Invoice 1: January 30, 2024	January 30, 2024	Task 1: Attend project kick-off meeting	$ 1,000.00	$ 22,000.00
	January 30, 2024	Task 2: NACCHO tracking document showing completion of pre-assessment	$ 2,500.00	
	January 30, 2024	Task 3: Develop and submit a project implementation plan that indicates goals and/or objectives, and activities and includes project tracking	$ 10,000.00	
	January 30, 2024	Task 4a: Using the NACCHO-provided template, submit an interim version of the project implementation plan, including a project narrative, that shows progress toward goals and/or objectives and activities through December 2023	$ 8,500.00	
Invoice 2: April 30, 2024	April 30, 2024	Task 4b: Using the NACCHO-provided template, submit an interim version of the project implementation plan, including a project narrative, that shows progress toward goals and/or objectives and activities through February 2024	$ 8,500.00	$ 17,000.00
	April 30, 2024	Task 4c: Using the NACCHO-provided template, submit an interim version of the project implementation plan, including a project narrative, that shows progress toward goals and/or objectives and activities through April 2024	$ 8,500.00	
Invoice 3: June 30, 2024	June 30, 2024	Task 4d: Using the NACCHO-provided template, submit a final version of the project implementation plan, including a project narrative, that shows progress toward goals and/or objectives and activities through June 30, 2024	$ 8,500.00	$ 41,000.00
	June 30, 2024	Task 5a: Attendance and participation in at least 80% of monthly community of practice calls and/or check-in polls	$ 2,000.00	
	June 30, 2024	Task 5b: NACCHO tracking document showing completion of the post-assessment survey and project close activities	$ 2,500.00	
	June 30, 2024	Task 5c: NACCHO tracking document showing completion of the end-of-project report and/or participation in an interview to share challenges and lessons	$ 5,000.00	
	June 30, 2024	Task 5d: NACCHO tracking document showing completion of at least one communications product to share lessons learned and best practices	$ 2,000.00	
	June 30, 2024	Task 5e: Submit at least 3 posts or responses on the BUILD HAIAR Virtual Community Page	$ 1,000.00	
	June 30, 2024	Task A: Develop an implementation plan and provide documentation of coordination to advance accreditation efforts through the Public Health Accreditation Board (PHAB) using HAI/AR program activities to fulfill accreditation objectives and strengthen crosscutting health department performance improvement efforts	$ 10,000.00	
	June 30, 2024	Task B: Summary report of the LHD role in a decolonization strategy implementation in long-term care facilities.	$ 10,000.00	
		Total of Supplemental Activities	**$ 20,000.00**	
		Total		**$ 80,000.00**
		Total budgeted:		

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Chief Financial Officer of the City of Lubbock to execute a Federal Transit Administration Section FY 2022 and FY 2023 Section 5339(a) Grant Agreement, in connection with Project ID TX-2024-008-00, to be used for the purchase of ADA para-transit replacement vans.

Item Summary

The Federal Transit Administration has allocated $726,661 in Section 5339(a) funds to the City of Lubbock/Citibus. The funds will be used to purchase ADA para-transit vans to replace older vans that are past their useful life.

It was originally anticipated that the FY 2022 & FY 2023 Section 5339(a) grant would be used to purchase 4 para-transit vans; however, the number of vehicles purchased could change as it is dependent on any price changes that occur after the grant application was submitted. Citibus was awarded 109,000 Transportation Development Credits provided by the Texas Department of Transportation, that will be used for the local match for the FY 2022 and FY 2023 Section 5339(a) grant.

Federal Transit Administration regulations require that all grants must be applied for and executed electronically.

Fiscal Impact

The local match required for this grant has been matched by Transportation Development Credits provided by the Texas Department of Transportation. Acceptance of this grant 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

Attachments

Resolution-FTA FY 22 & 23 Section 5339(a)

FTA FY 22 & FY 23 Section 5339(a) Grant Award

RESOLUTION

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

THAT the Chief Financial Officer of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Federal Transit Administration FY2022 and FY2023 Section 5339(a) Grant Agreement in connection with Project ID TX-2024-008-00, to be used for the purchase of ADA paratransit replacement vans, and all related documents. Said Grant Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
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.Citibus- Sec.5339 Grant Proj TX-2024-008-00
January 5, 2024

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	TX-2024-008-00
Temporary Application Number	1993-2023-2
Award Name	Lubbock-Citibus FY 2022 and FY2023 Section 5339(a) Grant for Replacement Vehicles
Award Status	Obligated / Ready for Execution
Award Budget Number	0

Period of Performance Start Date	1/3/2024		
Original Period of Performance End Date	12/31/2026		
Current Period of Performance End Date	12/31/2026	Revision #: 0	Approved?: Yes

Budget Period Start Date	1/3/2024
Budget Period End Date	12/31/2026

Part 1: Recipient Information

Name: LUBBOCK, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1993	City	CITY OF LUBBOCK	LXDNEKWRVKJ6	058213893

Location Type	Address	City	State	Zip
Headquarters	1314 AVENUE K	LUBBOCK	TX	79401
Physical Address	1314 AVENUE K	LUBBOCK	TX	79401
Mailing Address	P.O. BOX 2000	LUBBOCK	TX	79457

Union Information

Union Name	NONE
Address 1	
Address 2	
City	
State	
Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title: Lubbock-Citibus FY 2022 and FY2023 Section 5339(a) Grant for Replacement Vehicles

FAIN	Award Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
TX-2024-008-00	Obligated / Ready for Execution	Grant	Region 6	3/30/2023	3/30/2023	No

Award Executive Summary
The City of Lubbock requests FY 2022 and FY 2023 Section 5339(a) Bus and Bus Facilities Discretionary funds in the amount of $726,661 in total federal funds matched with Transportation Development Credits (TDC's) in the amount of $109,000 from TXDOT. This grant request is within the acceptable limits of the fleet ratio. The funds will be used to purchase new vans.

5339(a) Fiscal Year - Amount
FY 2022 - $358,256
FY 2023 - $368,405
Total - $726,661

Activities to be performed: The funds will be used to purchase four (4) new Arboc Spirit of Mobility Vans.

Replacing older vehicles that are past their useful life. We expect this will relieve backlog as well as cost in our maintenance department with the disposal of older vehicles. Replacement fleet of (4) ADA compliant cutaway buses that have exceeded their useful life that will provide service in the Lubbock service area and increase safety and reliability of service. These are the (4) VIN numbers of the buses that are to be replaced.

VEHICLE YEAR MAKE MODEL VIN/SERIAL MILEAGE
1601 2016 Arboc Spirit of Mobility 1GB6G5BG1F1279477 187,784
1605 2016 Arboc Spirit of Mobility 1GB6GUBG3G1340498 194,578
1607 2016 Arboc Spirit of Mobility 1GB6GUBG9G1310700 232,806
1613 2016 Arboc Spirit of Mobility 1GB6GUBG7G1338379 193,604

These Arboc Vans have a 7 year or 200,000 mile useful life. The vans meet all ADA requirements and

are reimbursed at 85/15 per the Application Executive Summary.

Intended Beneficiaries: Seniors, individuals with disabilities and passengers that are needing transportation outside of our fixed-route hours.

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
RR-08/15/23: The FY 2022 and FY 2023 Section 5339(a) Bus and Bus Facilities Discretionary Grants in the amount of $726,661 in federal funds matched with Transportation Development Credits (TDC's) in the amount of $109,000 from TXDOT. This grant request is within the acceptable limits of the fleet ratio. The funds will be used to purchase new vans.

Activities to be performed:
The funds will be used to purchase four (4) new Arboc Spirit of Mobility Vans.

Expected outcomes:
Replacing older vehicles that are past their useful life. We expect this will relieve backlog as well as cost in our maintenance department with the disposal of older vehicles. Replacement fleet of (4) ADA compliant cutaway buses that have exceeded their useful life that will provide service in the Lubbock service area and increase safety and reliability of service. These are the (4) VIN numbers of the buses that are to be replaced.

VEHICLE YEAR MAKE MODEL VIN/SERIAL MILEAGE
1601 2016 Arboc Spirit of Mobility 1GB6G5BG1F1279477 187,784
1605 2016 Arboc Spirit of Mobility 1GB6GUBG3G1340498 194,578
1607 2016 Arboc Spirit of Mobility 1GB6GUBG9G1310700 232,806
1613 2016 Arboc Spirit of Mobility 1GB6GUBG7G1338379 193,604

These Arboc Vans have a 7 year or 200,000 mile useful life. The vans meet all ADA requirements and are reimbursed at 85/15 to the Application Executive Summary.

Intended beneficiaries:
Seniors, individuals with disabilities and passengers that are needing transportation outside of our fixed-route hours.

Subrecipient Activities:
N/A

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Rebecca	Rodriguez	Accountant/Planning Analyst	rebeccarodriguez@citibus.com	(806) 775-3443 8067753443
Rosalyn	Brown	Financial Analyst	rosalyn.brown@dot.gov	(817)-978-0555
Marc	Oliphant	Community Planner	marc.oliphant@dot.gov	(817) 978-0554

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$726,661
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$109,000
Adjustment			$0
Total Eligible Cost			**$726,661**

Award Budget

Project Number	Budget Item			FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-008-01-00	111-00 (111-A1)	BUS - ROLLING STOCK		$726,661.00	$0.00	$726,661.00	4
TX-2024-008-01-00		11.12.04	BUY REPLACEMENT <30 FT BUS	$726,661.00	$0.00	$726,661.00	4

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-34-0188	TX-2024-008-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	481350	Lubbock, TX	2022.2J.34.BF.2	00	Bus Form - Formula Alloc	$358,256	$358,256
TX-34-0188	TX-2024-008-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	481350	Lubbock, TX	2023.2J.34.BF.2	00	Bus Form - Formula Alloc	$368,405	$368,405

Part 3: Project Information

Project Title: Purchase four (4) new Arboc Vans.

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2024-008-01-00	1993-2023-2-P1	8/18/2023	9/1/2023	8/30/2025

Project Description
FY 2022 and FY 2023 Section 5339(a) Bus and Bus Facilities Discretionary Grants in the amount of $ 726,661 in federal funds matched with Transportation Development Credits (TDC's) in the amount of $ 109,000 from TXDOT. This grant request is within the acceptable limits of the fleet ratio. The funds will be used to purchase four (4) new Arboc vans.

Project Benefits
Replacing older vehicles that are past their useful life. We expect this will relieve backlog as well as cost in our maintenance department with the disposal of older vehicles. Replacement fleet of (4) ADA compliant cutaway buses that have exceeded their useful life that will provide service in the Lubbock service area and increase safety and reliability of service. These are the (4) VIN numbers of the buses that are to be replaced.

Additional Information
VEHICLE YEAR MAKE MODEL VIN/SERIAL MILEAGE
1601 2016 Arboc Spirit of Mobility 1GB6G5BG1F1279477 187,784

1605 2016 Arboc Spirit of Mobility 1GB6GUBG3G1340498 194,578
1607 2016 Arboc Spirit of Mobility 1GB6GUBG9G1310700 232,806
1613 2016 Arboc Spirit of Mobility 1GB6GUBG7G1338379 193,604

These Arboc Vans have a 7 year or 200,000 mile useful life. The vans meet all ADA requirements and are reimbursed at 85/15 to the Application Executive Summary.

Location Description
These new vans will be in service throughout our service area, the City of Lubbock.

Project Location (Urbanized Areas)

UZA Code	Area Name
481350	Lubbock, TX

Congressional District Information

District	State
19	Texas

Program Plan Information

STIP/TIP
Date: 11/1/2022
Description: 23-26 STIP Approved 11/1/2022, p. 1198
21-24 STIP approved 3/22/21, p. 1169

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$726,661
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$109,000

Adjustment			$0
Total Eligible Cost			**$726,661**

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-008-01-00	111-00 (111-A1)	BUS - ROLLING STOCK	$726,661.00	$0.00	$726,661.00	4
TX-2024-008-01-00	11.12.04	BUY REPLACEMENT <30 FT BUS	$726,661.00	$0.00	$726,661.00	4

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT <30 FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT < 30 FT BUS	BUY REPLACEMENTS - CAPITAL BUS	4

Extended Budget Description
(4) VIN numbers of the buses that are to be replaced. The expected useful life of these Arboc vehicles (those being replaced) when purchased was 7-years, 150,000 miles.

VEHICLE YEAR MAKE MODEL VIN/SERIAL MILEAGE
1601 2016 Arboc Spirit of Mobility 1GB6G5BG1F1279477 187,784
1605 2016 Arboc Spirit of Mobility 1GB6GUBG3G1340498 194,578
1607 2016 Arboc Spirit of Mobility 1GB6GUBG9G1310700 232,806
1613 2016 Arboc Spirit of Mobility 1GB6GUBG7G1338379 193,604

The new Arboc Vans will have a 7 year or 200,000 mile useful life. The vans meet all ADA requirements and are reimbursed at 85/15 to the Application Executive Summary.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$726,661

Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$109,000
Adjustment			$0
Total Eligible Cost			**$726,661**

Milestone Name	Est. Completion Date	Description
Contract Award Date	9/1/2023	
Initial Delivery Date	8/31/2024	
Final Delivery Date	4/30/2025	
Contract Completion Date	8/30/2025	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT <30 FT BUS	4	$726,661.00	$726,661.00

Part 4: Fleet Details

Fleet Type: Other

Fleet Comments
18 Total Support Vehicles:

8 - Staff support Vehicles
7 - Supervisor Vehicles
3 - Maintenance Shop Trucks

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	18
	B. Spares	0
	C. Total (A+B)	18
	D. Spare Ratio (B/A)	0%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	**Total (I.C and II.C)**	18

Fleet Type: Fixed Route

Fleet Comments
This grant request is within the acceptable limits of the fleet ration which is shown in the Fleet Details of the Recipient ID section.

Citibus' fleet currently consists of the following:

Type Quantity Year Make/Model
Bus 11 2000 Nova Bus LFS
Bus 18 2001 Nova Bus LFS
Bus 4 2004 Gillig Low-Floor
Bus 10 2005 Gillig Low-Floor
Bus 7 2006 Gillig Low-Floor
Bus 6 2009 Gillig Hybrid-Electric
Bus 2 2011 Gillig Hybrid-Electric
Bus 4 2013 Gillig Hybrid-Electric
Bus 4 2017 Gillig Low-Floor
Bus 4 2018 Gillig Low-Floor
Bus 6 2019 Gillig Low-Floor
Bus 2 2019 Proterra Catalyst E2
Trolley 2 2000 Chance Trolley

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	67
	B. Spares	8

	C. Total (A+B)	75
	D. Spare Ratio (B/A)	11.94%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	10
	C. Total (A+B)	10
III.	**Total (I.C and II.C)**	85

Fleet Type: Paratransit

Fleet Comments
This grant request is within the acceptable limits of the fleet ration which is shown in the Fleet Details of the Recipient ID section.

Citibus' paratransit fleet current consists of the following:

Type Quantity Year Make/Mode
Van 14 2016 Chevy Arboc
Van 8 2020 Dodge Promaster
Van 10 2020 New England Wheels Front Runner
Van 2 2021 Dodge Promaster

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	23
	B. Spares	11
	C. Total (A+B)	34
	D. Spare Ratio (B/A)	47.83%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	4
	C. Total (A+B)	4
III.	**Total (I.C and II.C)**	38

Part 5: FTA Review Comments

Application Review Comments

Comment By	Troy Thomas
Comment Type	Application Details
Date	8/22/2023
Comment	• Recipient must not acquire telecommunications and video surveillance equipment for rolling stock from: Huawei Technologies Company; ZTE Corporation; Hytera

Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act.
• Recipients must not procure rolling stock from certain transit vehicle manufacturers. Refer to 49 U.S.C. Section 5323(u) of federal public transportation law, which limits the use of FTA funds, and in some circumstances local funds, to procure rolling stock from certain transit vehicle manufacturers. Refer to https://www.transit.dot.gov/funding/procurement/frequently-asked-questions-regarding-section-7613-national-defense for additional guidance.
• 49 CFR Part 26.49(a) states 'If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section.' FTA's current list of eligible TVMs can be found at https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers.
• 49 CFR Part 26.49(a)(4) states 'FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.' The Transit Vehicle Award Reporting Forms can be found on FTA's website at https://www.surveymonkey.com/r/vehicleawardreportsurvey. Please take a screenshot of the completed report before submission and retain locally to demonstrate compliance with this requirement during oversight activities such as Triennial Review and/or State Management Reviews.
• Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to acquiring rolling stock including 49 CFR Part 661, Buy America Requirements, 49 CFR 663, Pre-Award and Post-Delivery Audits, accessibility, minimum service life, spare ratios, air pollution and fuel economy, bus testing, in-state dealers, basis for contract award and five-year limitation.
• Recipient must comply with the Recipient's procurement policies and procedures as they apply to FTA-funded projects.
• The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

Comment By	**Eboni Younger-Riehl**
Comment Type	Application Details
Date	8/23/2023
Comment	FOR GRANTS THAT INCLUDE FTA-ASSISTED VEHICLES ONLY Transit Vehicle Manufacturers (TVM) must have an approved FTA DBE Goal prior to bidding on contract. For a current listing, see https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list. Recipient must ensure that all vehicles purchased are accessible and purchased from an FTA approved TVM. IF DEMAND-RESPONSIVE VEHICLES INCLUDED IN APPLICATION : In accordance with 49 CFR 37.77, public funded entities operating demand-responsive service which receive financial assistance from the Federal Transit Act must file a certificate of equivalent service before procuring any inaccessible demand-responsive vehicle. Please contact FTACivilRightsSupport@dot.gov for more information.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-30)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(30), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: LUBBOCK, CITY OF

Recipient ID: 1993

UEI: LXDNEKWRVKJ6

DUNS: 058213893

Award Information

Federal Award Identification Number: TX-2024-008-00

Award Name: Lubbock-Citibus FY 2022 and FY2023 Section 5339(a) Grant for Replacement Vehicles

Award Start Date: 1/3/2024

Original Award End Date: 12/31/2026

Current Award End Date: 12/31/2026

Award Executive Summary: The City of Lubbock requests FY 2022 and FY 2023 Section 5339(a) Bus and Bus Facilities Discretionary funds in the amount of $726,661 in total federal funds matched with Transportation Development Credits (TDC's) in the amount of $109,000 from TXDOT. This grant request is within the acceptable limits of the fleet ratio. The funds will be used to purchase new vans.

5339(a) Fiscal Year - Amount
FY 2022 - $358,256
FY 2023 - $368,405
Total - $726,661

Activities to be performed: The funds will be used to purchase four (4) new Arboc Spirit of Mobility Vans.

Replacing older vehicles that are past their useful life. We expect this will relieve backlog as well as cost in our maintenance department with the disposal of older vehicles. Replacement fleet of (4) ADA compliant cutaway buses that have exceeded their useful life that will provide service in the Lubbock service area and increase safety and reliability of service. These are the (4) VIN numbers of the buses that are to be replaced.

VEHICLE YEAR MAKE MODEL VIN/SERIAL MILEAGE
1601 2016 Arboc Spirit of Mobility 1GB6G5BG1F1279477 187,784
1605 2016 Arboc Spirit of Mobility 1GB6GUBG3G1340498 194,578
1607 2016 Arboc Spirit of Mobility 1GB6GUBG9G1310700 232,806
1613 2016 Arboc Spirit of Mobility 1GB6GUBG7G1338379 193,604

These Arboc Vans have a 7 year or 200,000 mile useful life. The vans meet all ADA requirements and are reimbursed at 85/15 per the Application Executive Summary.

Intended Beneficiaries: Seniors, individuals with disabilities and passengers that are needing transportation outside of our fixed-route hours.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $726,661.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $726,661.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $726,661.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $0.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$726,661
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$109,000
Adjustment			$0
Total Eligible Cost			**$726,661**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 12/28/2023
DOL Certification Date: 12/28/2023

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Gail Lyssy
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: gail.lyssy@dot.gov
Award Date: 1/3/2024

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

LUBBOCK, CITY OF

AI# 12237
Regular City Council Meeting 6. 25.
01/23/2024:

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution ratifying the actions of the Chief Financial Officer in connection with the acceptance of an award under the FY 2022 & FY 2023 Federal Transit Administration Section 5307 Grant (Project TX-2024-013-00), to provide operating assistance, preventative maintenance, ADA para-transit, capital, and planning assistance.

Item Summary

The Federal Transit Administration (FTA) has allocated $8,762,650 in FY 2022 & FY 2023 Section 5307 funds to the City of Lubbock/Citibus. This is a routine grant that Citibus receives on an annual basis. The grant has been incorporated into the FY 2022 & FY 2023 Budget, which has been previously approved by the City Council. The funds for this grant are used for operating assistance, preventative maintenance, non-fixed route ADA paratransit, planning, and miscellaneous capital to acquire miscellaneous support equipment.

Federal Transit Administration regulations require that all grants must be applied for and executed electronically. The grant has been electronically executed by the City of Lubbock Chief Financial Officer.

Fiscal Impact

The $3,591,919 local match required for this grant has already been included in the FY 2022 & FY 2023 Citibus Budgets. Acceptance of this grant 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

Attachments

Resolution - FTA FY 22 & FY 23 Section 5307 Grant
FTA FY 22 & FY 23 Section 5307 Grant Award

RESOLUTION

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

THAT the City Council of the City of Lubbock, for and on behalf of the City of Lubbock, does hereby ratify the acts of the Chief Financial Officer in connection with the acceptance of an award under the FY 2022 & FY 2023 Section 5307 Grant, Project ID No. TX-2024-013-00 with the Federal Transit Administration to provide operating assistance, preventative maintenance, ADA paratransit, capital and planning assistance, and all related acts and documents. Documentation of said award is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

ccdocs/RES.FTA-Citibus Proj TX-2024-013-00
January 10, 2024

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	TX-2024-013-00
Temporary Application Number	1993-2022-3
Award Name	Lubbock-Citibus FY2022 & 2023 Section 5307 Grant (Operating, Planning, Prev. Maint)
Award Status	Obligated / Ready for Execution
Award Budget Number	0

Period of Performance Start Date	1/9/2024		
Original Period of Performance End Date	12/31/2025		
Current Period of Performance End Date	12/31/2025	Revision #: 0	Approved?: Yes

Budget Period Start Date	1/9/2024
Budget Period End Date	12/31/2025

Part 1: Recipient Information

Name: LUBBOCK, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1993	City	CITY OF LUBBOCK	LXDNEKWRVKJ6	058213893

Location Type	Address	City	State	Zip
Headquarters	1314 AVENUE K	LUBBOCK	TX	79401
Physical Address	1314 AVENUE K	LUBBOCK	TX	79401
Mailing Address	P.O. BOX 2000	LUBBOCK	TX	79457

Union Information

Union Name	NONE
Address 1	
Address 2	
City	
State	
Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title: Lubbock-Citibus FY2022 & 2023 Section 5307 Grant (Operating, Planning, Prev. Maint)

FAIN	Award Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
TX-2024-013-00	Obligated / Ready for Execution	Grant	Region 6	7/26/2022	7/26/2022	No

Award Executive Summary
This application is to request FY22 & 23 Section 5307 funds apportioned to the Lubbock, TX UZA in the amount of $8,762,650 (FY 2022: $4,339,022; FY 2023: $4,423,628)

PURPOSE: This application is for FY 2022 and FY2023 Section 5307 Grant funds in the amount of $8, 762,650.
ACTIVITIES TO BE PERFORMED: These funds ($5,398,317) federal funds and ($1,349,579) local match will be used for preventative maintenance on all revenue/non-revenue vehicles, ($228,188) federal funds and ($57,047) local match for general/comprehensive planning, ($867,804) federal funds and ($216,951) local match funds for non-fixed route, complementary ADA paratransit service, ($1,868, 341) federal funds and ($1868,341) local match funds for general operating and ($400,000) federal funds and ($100,000) local match funds for capital to acquire miscellaneous support equipment.
Attached documents: TIP/STIP & UPWP The grant breakdown will be as follows:

Category - Federal - Local - Total -
Preventative Maintenance - $5,398,317 - $1,349,579 - $6,747,896
Planning - $228,188 - $57,047 - $285,235
ADA - $867,804- $216,951 - $1,084,755
Operating - $1,868,341 - $1,868,341 - $3,736,682
Misc Equipment - $400,000 - $100,000 - $500,000
Total Request - $8,762,650 -$3,591,918 - $12,354,568

EXPECTED OUTCOMES: Improved service, safety and security for all of our passengers due to getting new buses, fare equipment, as well as security enhancements.
INTENDED BENEFICIARIES: All passengers using the Transit service in the City of Lubbock
SUBRECIPIENT ACTIVITIES: N/A

The $3,591,918 of local match will be provided by the City of Lubbock's general fund.
The 1.0% security requirement, a minimum of $123,546 combined federal/local funding, will be satisfied by miscellaneous support equipment (roughly half of the $500k total or 2%) such as: security and surveillance, purchase new radios for buses, pay for the radio communication contract, security alarm monitoring and other miscellaneous capital items used for security.
The 0.75% safety requirement, a minimum of $92,656 combined federal/local funding, is covered by the cost of preventive maintenance (total of $6,747,897 or 54%) for state of good repair, which includes many safety related repair and maintenance items like tires, doors, windows, etc.

This grant request is within acceptable limits of the fleet rate.

We are using up to 10 percent of our annual formula apportionment under Section 5307 at 80/20 reimbursement for NON FIXED ROUTE ADA PARATRANSIT SERVICE.

We are not exceeding the operating assistance special rule operator caps for FY 2023 and FY 2022; refer to Table 3A. FY 2023 Section 5307 Operating Assistance Special Rule Operator Caps (Full Year) and Table 3A. FY 2022 Section 5307 Operating Assistance Special Rule Operator Caps (Full Year).

Frequency of Milestone Progress Reports (MPR)
Quarterly

Frequency of Federal Financial Reports (FFR)
Quarterly

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose

This application is for FY 2022 and FY2023 Section 5307 Grant funds in the amount of $8,762,650. Federal funds in the amount of $5,398,317 and $1,349,579 local match funds will be used for preventative maintenance on all revenue/non-revenue vehicles, $228,188 federal funds and $57,047 local match for general/comprehensive planning, $867,804 federal funds and $216,951 local match funds for non-fixed route, complementary ADA paratransit service, $1,868,341 federal funds and $1, 868,341 local match funds for general operating and $400,000 federal funds and $100,000 local match funds for capital to acquire miscellaneous support equipment.

Activities to be performed:
These funds will support general operations of our fixed route service, ADA complementary paratransit operations, preventative maintenance for all vehicles, general planning activities and the purchase of small capital items including passenger shelters, safety and security equipment, maintenance shop tools and other items to support transit services in our community.

Expected outcomes:
Continue to provide transit service (fixed route, paratransit, microtransit) to the Lubbock, TX community through funding operations, preventative maintenance, and planning efforts, enhance the safety and security and passenger amenities of our system for both employees and passengers by purchasing miscellaneous capital equipment such as bus shelters, camera systems for facilities and various, unidentified equipment and tools to support our maintenance department for the upkeep of our buses and facilities.

Intended beneficiaries:
All persons in the Lubbock community will benefit from these services.

Subrecipient Activities:
None

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Rebecca	Rodriguez	Accountant/Planning Analyst	rebeccarodriguez@citibus.com	(806) 775-3443 8067753443
	daniel.peschell@dot.gov	Transportation Program Specialist		
Marc	Oliphant	Community Planner	marc.oliphant@dot.gov	(817) 978-0554

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$8,762,650
Local			$3,591,919

Local/In-Kind						$0
State						$0
State/In-Kind						$0
Other Federal						$0
Transportation Development Credit						$0
Adjustment						$0
Total Eligible Cost						**$12,354,569**

Award Budget

Project Number	Budget Item			FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-013-01-00	114-00 (114-A1)	BUS: SUPPORT EQUIP AND FACILITIES		$400,000.00	$100,000.00	$500,000.00	0
TX-2024-013-01-00		11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	$400,000.00	$100,000.00	$500,000.00	0
TX-2024-013-01-00	117-00 (117-A2)	OTHER CAPITAL ITEMS (BUS)		$6,266,121.00	$1,566,531.00	$7,832,652.00	0
TX-2024-013-01-00		11.7A.00	PREVENTIVE MAINTENANCE	$5,398,317.00	$1,349,580.00	$6,747,897.00	0
TX-2024-013-01-00		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$867,804.00	$216,951.00	$1,084,755.00	0
TX-2024-013-01-00	300-00 (300-A3)	OPERATING ASSISTANCE		$1,868,341.00	$1,868,341.00	$3,736,682.00	0
TX-2024-013-01-00		30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	$1,868,341.00	$1,868,341.00	$3,736,682.00	0
TX-2024-013-01-00	442-00 (442-A4)	METROPOLITAN PLANNING		$228,188.00	$57,047.00	$285,235.00	0
TX-2024-		44.22.00	GENERAL DEVELOPMENT/	$228,188.00	$57,047.00	$285,235.00	0

013-01-00	COMPREHENSIVE PLANNING

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-90-Y541	TX-2024-013-01-00	METROPOLITAN PLANNING	442-00 (442)	A4	481350	Lubbock, TX	2022.2J.90.91.2	02	Urbanized Area Formula Grants	$228,188	$228,188
TX-90-Y541	TX-2024-013-01-00	OPERATING ASSISTANCE	300-00 (300)	A3	481350	Lubbock, TX	2022.2J.90.91.2	04	Urbanized Area Formula Grants	$1,868,341	$1,868,341
TX-90-Y541	TX-2024-013-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A1	481350	Lubbock, TX	2022.2J.90.91.2	00	Urbanized Area Formula Grants	$400,000	$400,000
TX-90-Y541	TX-2024-013-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A2	481350	Lubbock, TX	2022.2J.90.91.2	00	Urbanized Area Formula Grants	$1,842,493	$1,842,493
TX-90-Y541	TX-2024-013-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A2	481350	Lubbock, TX	2023.2J.90.91.2	00	Urbanized Area Formula Grants	$4,423,628	$4,423,628

Part 3: Project Information

Project Title: Lubbock-Citibus FY 2022 & FY 2023 5307 Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2024-013-01-00	1993-2022-3-P2	7/29/2022	9/1/2022	5/30/2025

Project Description
This application for FY 2022 & FY 2023 Section 5307 Grant funds in the amount of $8,762,650.

Activities to be performed: These funds ($5,398,317) federal funds and ($1,349,579) local match will be used for preventative maintenance on all revenue/non-revenue vehicles, ($228,188) federal funds and ($57,047) local match for general/comprehensive planning, ($867,804) federal funds and ($216,951) local match funds for non-fixed route, complementary ADA paratransit service, ($1,868,341) federal funds and ($1,868,341) local match funds for general operating and ($400,000) federal funds and ($ 100,000) local match funds for capital to acquire miscellaneous support equipment. Attached documents: TIP/STIP & UPWP The grant breakdown will be as follows:

Category - Federal - Local - Total -
Preventative Maintenance - $5,398,317 - $1,349,579 - $6,747,896
Planning - $228,188 - $57,047 - $285,235

ADA - $867,804 - $216,951 - $1,084,755
Operating - $1,868,341 - $1,868,341 - $3,736,682
Misc Equipment - $400,000 - $100,000 - $500,000
Total Request - $8,762,650 -$3,591,918 - $12,354,568

The $3,591,918 of local match will be provided by the City of Lubbock's general fund.
The 1.0% security requirement, a minimum of $123,546 combined federal/local funding, will be satisfied by miscellaneous support equipment (roughly half of the $500k total or 2%) such as: security and surveillance, purchase new radios for buses, pay for the radio communication contract, security alarm monitoring and other miscellaneous capital items used for security.
The 0.75% safety requirement, a minimum of $92,656 combined federal/local funding, is covered by the cost of preventive maintenance (total of $6,747,897 or 54%) for state of good repair, which includes many safety related repair and maintenance items like tires, doors, windows, etc.

This grant request is within acceptable limits of the fleet rate.

Expected Outcomes: Improved service, safety and security for all of our passengers due to getting new buses, fare equipment, as well as security enhancements.

Intended Beneficiaries: All passengers using the Transit service in the City of Lubbock

Subrecipient Activities: N/A

Project Benefits
Project Benefits
These funds will allow Citibus to continue to provide transit services to the citizens of the City of Lubbock, Texas. The funds will be utilized to fix/repair and perform preventative maintenance on all of Citibus' vehicles (revenue and non-revenue), perform various planning activities including maintenance of eligibility, strategic planning and fixed route planning, provide non-fixed route ADA complementary paratransit services within the 3/4 of a mile of a fixed route to those who qualify, rolling stock bus purchase that will allow for older buses to be retired which will reduce fleet age and create greater reliability for passengers and to purchase miscellaneous support equipment for maintenance and administration facilities including computer replacement and miscellaneous shop equipment.

Additional Information
Additional Information
All of these funds will be used for expenses related to transit services in the City of Lubbock, Texas.

Location Description
All of these funds will be used for expenses related to transit services in the City of Lubbock, Texas

Project Location (Urbanized Areas)

UZA Code	Area Name
481350	Lubbock, TX

Congressional District Information

District	State
19	Texas

Program Plan Information

STIP/TIP
Date: Not Provided
Description: Pages 1169-1172 from FY 2021-2024 STIP and pages 1197-1201 from FY 2023-2026 STIP.

UPWP
Date: 7/23/2021
Description: FY22 and FY23 Lubbock MPO UPWP

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$8,762,650
Local			$3,591,919
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$12,354,569**

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-013-01-00	114-00 (114-A1)	BUS: SUPPORT EQUIP AND FACILITIES	$400,000.00	$100,000.00	$500,000.00	0
TX-2024-013-01-00	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	$400,000.00	$100,000.00	$500,000.00	0
TX-2024-	117-00	OTHER CAPITAL ITEMS (BUS)	$6,266,121.00	$1,566,531.00	$7,832,652.00	0

013-01-00	(117-A2)						
TX-2024-013-01-00		11.7A.00	PREVENTIVE MAINTENANCE	$5,398,317.00	$1,349,580.00	$6,747,897.00	0
TX-2024-013-01-00		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$867,804.00	$216,951.00	$1,084,755.00	0
TX-2024-013-01-00	300-00 (300-A3)	OPERATING ASSISTANCE		$1,868,341.00	$1,868,341.00	$3,736,682.00	0
TX-2024-013-01-00		30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	$1,868,341.00	$1,868,341.00	$3,736,682.00	0
TX-2024-013-01-00	442-00 (442-A4)	METROPOLITAN PLANNING		$228,188.00	$57,047.00	$285,235.00	0
TX-2024-013-01-00		44.22.00	GENERAL DEVELOPMENT/ COMPREHENSIVE PLANNING	$228,188.00	$57,047.00	$285,235.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 44.22.00 - GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
METROPOLITAN PLANNING (442-00)	44.22.00	GENERAL DEVELOPMENT/ COMPREHENSIVE PLANNING	METROPOLITAN PLANNING	0

Extended Budget Description
These funds will be utilized to provide various planning activities including strategic planning and fixed route planning. Local match provided by the City of Lubbock in the amount of $57,047.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$228,188

Local			$57,047
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$285,235**

Milestone Name	Est. Completion Date	Description
Start Date	9/1/2022	Contract Award
End Date	12/31/2024	Final Expenditures

Budget Activity Line Item: 30.09.03 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	OPERATING ASSISTANCE	0

Extended Budget Description
These funds will be used for general operating assistance to help pay for our fixed route service and everything needed to support that service set forth by the operating assistance rule.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,868,341
Local			$1,868,341
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,736,682**

Milestone Name	Est. Completion Date	Description

Start Date	9/1/2022	Contract Start
End Date	12/31/2024	Final Expenditures

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description
These funds will be used to operate our non-fixed route complementary ADA paratransit services that occur outside of our fixed routes. This service is for individuals that are unable to access the fixed routes due to a disability.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$867,804
Local			$216,951
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$1,084,755**

Milestone Name	Est. Completion Date	Description
Start Date	9/1/2022	Contact Start Date
End Date	12/31/2024	Final Expenditures

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description
These funds will be used for preventative maintenance on all Citibus vehicles including all buses for fixed route service, vans used for paratransit service and non-revenue staff vehicles. Preventative

maintenance funded by this ALI will occur in fiscal year 2022 with local match provided by the City of Lubbock.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$5,398,317
Local			$1,349,580
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$6,747,897**

Milestone Name	Est. Completion Date	Description
Start Date	9/1/2022	Contract Award Date
End Date	12/31/2024	Final Expenditures

Budget Activity Line Item: 11.42.20 - ACQUIRE - MISC SUPPORT EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

Extended Budget Description
This funding will be used to purchase miscellaneous support equipment for maintenance and administration facilities. This equipment will include computer replacement, miscellaneous shop equipment that may be needed to repair buses and facilities, and passenger amenities including bus shelters (15 year useful life). All bus shelter related activities will be conducted within existing public rights of way. If the useful life of equipment is more than 1 year and the acquisition value is greater than $5,000, then we will amend the grant to add the equipment acquired and the useful life. Facilities that will be supported by this funding are located at 801 Texas Avenue and 801 Broadway Avenue in Lubbock, Texas. We anticipate acquiring 12 bus shelters.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$400,000
Local			$100,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$500,000**

Milestone Name	Est. Completion Date	Description
RFP	3/1/2024	RFP
Contract Award Date	5/31/2024	
Contract Completion Date	5/30/2025	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost

BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	$400,000.00	$500,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	0	$5,398,317.00	$6,747,897.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost

OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	$867,804.00	$1,084,755.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

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Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	$1,868,341.00	$3,736,682.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost

METROPOLITAN PLANNING (442-00)	44.22.00	GENERAL DEVELOPMENT/ COMPREHENSIVE PLANNING	0	$228,188.00	$285,235.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By	Marc Oliphant
Comment Type	Pre-Award Manager Returns Application
Date	2/8/2023
Comment	as requested for update

Comment By	Marc Oliphant
Comment Type	Pre-Award Manager Returns Application
Date	12/11/2023
Comment	Please see 12/11/23 email with requested updates/comments/questions

Application Review Comments

Comment By	Marisa Appleton
Comment Type	Application Details
Date	7/3/2023
Comment	The City of Lubbock (Citibus) must comply with all applicable Federal laws and regulations related to this project, including the ADA Standards for Transportation Facilities, based on the U.S. Access Board's ADA Accessibility Guidelines. Found here: http://www.access-board.gov/guidelines-and-standards/transportation/facilities/ada-standards-for-transportation-facilities Specifically, Citibus must comply with the ADA Standards for Transportation Facilities when constructing/renovating bus shelters. The following is a non-exhaustive list of ADA standards that Citibus must comply with and document compliance of: Bus Shelter Construction/Renovation • As required under DOT ADA Standard 810.2, Citibus must ensure new, altered, or relocated bus stops must have a firm, stable surface and must provide a clear length of 96 inches (2,440 mm), measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1,525 mm), measured parallel to the vehicle roadway. • As required under DOT ADA Standard 810.2, Citibus must ensure bus stops must also

connect via an accessible route to streets, sidewalks, or pedestrian paths.
• As required under DOT ADA Standard 810.2, Citibus must ensure the slope of the bus boarding and alighting area in the direction parallel to the roadway must be the same as that of the roadway to the maximum extent practicable. Perpendicular to the roadway, the slope must not exceed 1:48, that is, not more than 1 inch of rise over a horizontal distance of 48 inches.
• As required under DOT ADA Standard 810.3, Citibus must ensure that the minimum clear floor or ground space (as set forth in Section 305) must be entirely within the shelter to accommodate individuals using wheelchairs and must be connected to an accessible route that complies with Section 402 to the boarding and alighting area.

As noted above, these requirements apply to the extent that construction specifications are within the control of public entities; compliance is required to the maximum extent practicable. If a transit agency does not own the right-of way, but another public entity does own it, FTA encourages the transit agency to work with the public entity to come to an arrangement where a bus boarding and alighting area that complies with Section 810.2 to the maximum extent practicable is provided.

The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to ADA and require additional information. This confirmation is not an express or implied promise of project compliance with the ADA.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-30)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(30), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: LUBBOCK, CITY OF

Recipient ID: 1993

UEI: LXDNEKWRVKJ6

DUNS: 058213893

Award Information

Federal Award Identification Number: TX-2024-013-00

Award Name: Lubbock-Citibus FY2022 & 2023 Section 5307 Grant (Operating, Planning, Prev. Maint)

Award Start Date: 1/9/2024

Original Award End Date: 12/31/2025

Current Award End Date: 12/31/2025

Award Executive Summary: This application is to request FY22 & 23 Section 5307 funds apportioned to the Lubbock, TX UZA in the amount of $8,762,650 (FY 2022: $4,339,022; FY 2023: $4,423,628)

PURPOSE: This application is for FY 2022 and FY2023 Section 5307 Grant funds in the amount of $8,762,650.
ACTIVITIES TO BE PERFORMED: These funds ($5,398,317) federal funds and ($1,349,579) local match will be used for preventative maintenance on all revenue/non-revenue vehicles, ($228,188) federal funds and ($57,047) local match for general/comprehensive planning, ($867,804) federal funds and ($216,951) local match funds for non-fixed route, complementary ADA paratransit service, ($1,868,341) federal funds and ($1868,341) local match funds for general operating and ($400,000) federal funds and ($100,000) local match funds for capital to acquire miscellaneous support equipment. Attached documents: TIP/STIP & UPWP The grant breakdown will be as follows:

Category - Federal - Local - Total -
Preventative Maintenance - $5,398,317 - $1,349,579 - $6,747,896
Planning - $228,188 - $57,047 - $285,235
ADA - $867,804- $216,951 - $1,084,755
Operating - $1,868,341 - $1,868,341 - $3,736,682
Misc Equipment - $400,000 - $100,000 - $500,000
Total Request - $8,762,650 -$3,591,918 - $12,354,568

EXPECTED OUTCOMES: Improved service, safety and security for all of our passengers due to getting new buses, fare equipment, as well as security enhancements.
INTENDED BENEFICIARIES: All passengers using the Transit service in the City of Lubbock
SUBRECIPIENT ACTIVITIES: N/A

The $3,591,918 of local match will be provided by the City of Lubbock's general fund.
The 1.0% security requirement, a minimum of $123,546 combined federal/local funding, will be satisfied by miscellaneous support equipment (roughly half of the $500k total or 2%) such as: security and surveillance, purchase new radios for buses, pay for the radio communication contract, security alarm monitoring and other miscellaneous capital items used for security.
The 0.75% safety requirement, a minimum of $92,656 combined federal/local funding, is covered by the cost of preventive maintenance (total of $6,747,897 or 54%) for state of good repair, which includes many safety related repair and maintenance items like tires, doors, windows, etc.

This grant request is within acceptable limits of the fleet rate.

We are using up to 10 percent of our annual formula apportionment under Section 5307 at 80/20 reimbursement for NON FIXED ROUTE ADA PARATRANSIT SERVICE.

We are not exceeding the operating assistance special rule operator caps for FY 2023 and FY 2022; refer to Table 3A. FY 2023 Section 5307 Operating Assistance Special Rule Operator Caps (Full Year) and Table 3A. FY 2022 Section 5307 Operating Assistance Special Rule Operator Caps (Full Year).

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $12,354,569.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $8,762,650.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $3,591,919.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $8,762,650.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $3,591,919.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$8,762,650
Local			$3,591,919
Local/In-Kind			$0
State			$0
State/In-Kind			$0

Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$12,354,569**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 1/9/2024
DOL Certification Date: 1/9/2024

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Donald Koski
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: donald.koski@dot.gov
Award Date: 1/9/2024

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

LUBBOCK, CITY OF

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33100050, with SHI Government Solutions, for the purchase of Darktrace Software, to enhance the cybersecurity capabilities of the City and Lubbock Power & Light.

Item Summary

The $299,874.90 purchase from SHI Government Solutions is for a two-year term for the Darktrace cybersecurity suite of products for both Information Technology and Lubbock Power and Light. The terms will be invoiced annually.

The purchase is made available through the Buy Board - Technology Equipment, Products, Services and Software Contract # 661-22. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software and other Information Technology products through the Buy Board program. Pursuant to Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

Purchase Order 33100050 for $299,874.90 is funded in the Cybersecurity Infrastructure Capital Improvement Project 92754 Budget, Information Technology's Operating Budget Hardware as a Service, as well as the Lubbock Power & Light Operating Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
James C. Brown, Chief Information Officer

Attachments

SHI Government Solutions Resolution
PO 33100050 - SHI Government Solutions
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33100050, for Darktrace Software, as per BuyBoard 661-22, by and between the City of Lubbock and SHI Government Solutions, Inc., and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.SHI Government Solutions, Inc.-PurchaseOrd
January 9, 2024

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 1/8/2024
Order Number 33100050 000 OP
Branch/Plant 92754

TO: SHI GOVERNMENT SOLUTIONS INC
1301 SOUTH MOPAC EXPRESSWAY
SUITE 375
AUSTIN TX 78746

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 1/8/2024 Freight
Requested 1/29/2024 Taken By YBUSBY
Delivery Per J Zhine / Req # 61187 PUR 17832/Quote#24306428/BuyBoard 661-22

If you have any questions contact Jay Zhine: JZhine@mylubbock.us Phone 806-775-2366

Description/Supplier Item	Ordered	Lump Sum		Extension	Request Date
Darktrace Software	1	299,874.9000	LS	299,874.00	1/29/2024

Total Order

Terms NET DUE ON RECEIPT 299,874.90

This purchase order encumbers funds in the amount of $299,874.90 awarded to SHI Government Solutions, Inc. of Austin, TX, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated December 20, 2023, from SHI Government Solutions, Inc. of Austin, TX, and BuyBoard Contract 661-22.

Resolution # _____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Page - 2
Date - 1/8/2024
Order Number 33100050 000 OP
Branch/Plant 92754

TO:	SHI GOVERNMENT SOLUTIONS INC 1301 SOUTH MOPAC EXPRESSWAY SUITE 375 AUSTIN TX 78746

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	1/8/2024	Freight	.
Requested	1/29/2024	Taken By	YBUSBY
Delivery Per J Zhine / Req # 61187		PUR 17832/Quote#24306428/BuyBoard 661-22	

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. 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.

City of Lubbock
Capital Project
Project Cost Detail
January 23, 2024

Capital Project Number:	92754
Capital Project Name:	Cyber Security Infrastructure
Capital Project Number:	3410
Capital Project Name:	Information Technology
Capital Project Number:	7414
Capital Project Name:	LP&L Distribution Load Dispatching
Capital Project Number:	7614
Capital Project Name:	LP&L Transmission Load Dispatching

	Budget				
Encumbered/Expended	92754	3410	7414	7614	Total
Sciens LLC	$85,620				$85,620
Dell Marketing LP	846,118				846,118
Computex, Inc.	46,206				46,206
Tom's Tree Place	64,849				64,849
Johnston Technical Services	54,160				54,160
ThinkGard	265,914				265,914
Newspaper Ads	548				548
Telecommunications					-
Information Technology		3,986,677			3,986,677
LP&L Distribution Load Dispatching			459,613		459,613
LP&L Transmission Load Dispatching				406,725	406,725
Agenda Item January 23, 2024					
SHI Government Solutions	**104,956**	**104,956**	**44,981**	**44,981**	**299,875**
Encumbered/Expended To Date	1,468,371	4,091,633	504,594	451,706	6,516,304
Estimated Cost for Remaining Appropriation					
Cyber Security Infrastructure	772,129				772,129
Information Technology		8,057,530			8,057,530
LP&L Distribution Load Dispatching			1,477,702		1,477,702
LP&L Transmission Load Dispatching		-		981,080	981,080
Remaining Appropriation	772,129	8,057,530	1,477,702	981,080	11,288,441
Total Appropriation	$2,240,500	12,149,163	1,982,296	1,432,786	$17,804,745

CIP 92754 Cyber Security Infrastructure

Infrastructure Improvements

Project Manager: James Brown - Information Technology

Project Scope

Many components that control the critical infrastructures are at or near end of service life. This project will replace those components, and add additional functionality to enhance our overall cyber security capabilities.

Project Justification

Enhance cyber security for critical infrastructures.

Project Highlights

Council Priorities Addressed:

Project Dates

Project History

$2,240,500 was appropriated in the FY 2021-22, Budget Amendment No. 4, Budget Ord. 2022-O0001, January 11, 2022.

Project Location

Internal Project

Project Appropriation

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Acquisition	$2,240,500	$0	$0	$0	$0	$0	$0
TOTAL	**$2,240,500**	**$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	$2,240,500	$0	$0	$0	$0	$0	$0
TOTAL	**$2,240,500**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impact

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 - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001815, with Dell Marketing LP, for the purchase of computers for the annual scheduled computer replacement program.

Item Summary

The purchase from Dell Marketing, LP is for 200 Dell OptiPlex desktop computers, 30 Precision Workstations, and 25 Latitude Laptops, with warranty for the scheduled replacement of outdated computers. Information Technology replaces a scheduled portion of the City computers each year and this purchase will continue the computer replacement program.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-3763. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software and other Information Technology products through the DIR program. Pursuant to Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

Purchase Order 33001815 for $227,029.80, is funded in the Information Technology Equipment Capital Outlay - Computer Equipment Account, and is included in the Adopted FY 2023-24 Operating Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
James C. Brown, Chief Information Officer

Attachments

Dell Marketing Resolution
Dell Marketing PO 33001815

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. 33001815, for Dell Desktop Computers, Workstations & Laptops, as per DIR-TSO-3763, by and between the City of Lubbock and Dell Marketing LP, 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
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Dell Marketing LP-PurchaseOrd
January 8, 2024

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 1/8/2024
Order Number 33001815 000 OP
Branch/Plant 3410

TO: DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK TX 78682

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 1/8/2024 Freight .
Requested 2/15/2024 Taken By YBUSBY
Delivery Per J Zhine / Req # 61198 PUR 17837/Q#3000170759549.1/DIR-TSO-3763

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
OptiPlex SFF PC i5 16G 512GB	200.000	719.0000	EA	143,800.00	2/15/2024
SI# CF3001 #210-BFXG					
Dell Ltd Warr, ConnectConfig	200.000		EA		2/15/2024
#803-8583 #365-0257					
Precision 3660 Twr i7 32G 512G	30.000	1,785.7100	EA	53,571.30	2/15/2024
SI# CF3001 #210-BCUR					
Dell Ltd Warr, ConnectConfig	30.000		EA		2/15/2024
#997-2808 #365-0257					
Latitude Laptop i5 16GB 512GB	25.000	1,186.3400	EA	29,658.50	2/15/2024
SI# CF3001 #210-BGBM					
Dell Ltd Warr, ConnectConfig	25.000		EA		2/15/2024
#997-8317 #365-0257					

Total Order

Terms NET 30 DAYS 227,029.80

This purchase order encumbers funds in the amount of $227,029.80 awarded to Dell Marketing LP of Round Rock, TX, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated January 05, 2024, from Dell Marketing LP of Round Rock, TX, and DIR-TSO-3763.

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. 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

DELL Technologies

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000170759549.1**	Sales Rep	Cody Long
Total	**$227,029.80**	Phone	(800) 456-3355, 6180336
Customer #	1784159	Email	Cody_Long@Dell.com
Quoted On	Jan. 05, 2024	**Billing To**	ACCOUNTS PAYABLE CITY OF LUBBOCK PO BOX 2000 LUBBOCK, TX 79457-0001
Expires by	Feb. 04, 2024		
Contract Name	Texas Department of Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	12357759		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

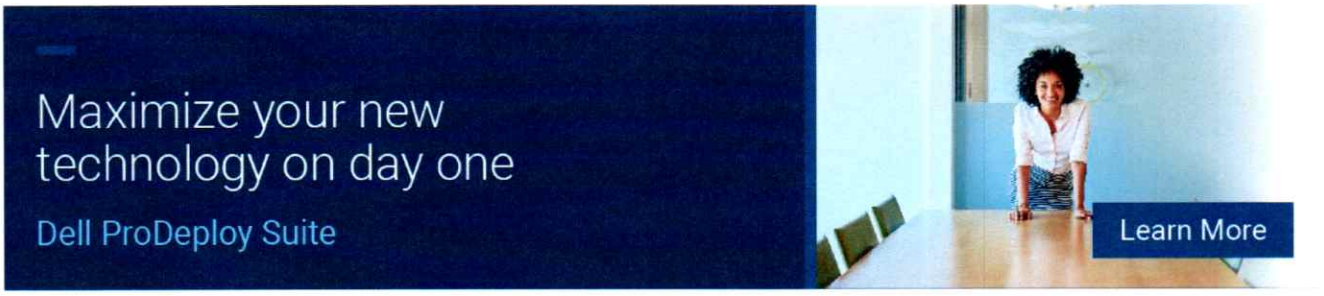
Regards,
Cody Long

Product	Unit Price	Quantity	Subtotal
SI# CF3001 Dell Latitude 5540	**$1,186.34**	**25**	**$29,658.50**
SI# CF3001 OptiPlex Small Form Factor (7010)	**$719.00**	**200**	**$143,800.00**
SI# CF3001 Precision 3660 Tower	**$1,785.71**	**30**	**$53,571.30**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$227,029.80**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$227,029.80**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$227,029.80**

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



	Unit Price	Quantity	Subtotal
SI# CF3001 Dell Latitude 5540 Estimated delivery if purchased today: Jan. 30, 2024 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$1,186.34**	**25**	**$29,658.50**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5540 XCTO Base	210-BGBM	-	25	-
13th Gen Intel Core i5-1345U vPro (12 MB cache, 10 cores, 12 threads, up to 4.7 GHz Turbo)	379-BFBR	-	25	-
Ubuntu Linux 22.04 with DCA enabler	605-BBPD	-	25	-
Intel(R) Rapid Storage Technology Driver	409-BCWS	-	25	-
Intel vPro Enterprise Technology Enabled Ubuntu	631-BBLN	-	25	-
16 GB, 1 x 16 GB, DDR4, 3200 MT/s, single-channel, Non-ECC	370-AFVP	-	25	-
M.2 2230 PCIe NVMe Gen4x4 256GB SSD Class 35	400-BOWJ	-	25	-
15.6" FHD (1920x1080) Non-Touch, AG, IPS, 250 nits, FHD IR Cam, WLAN/WWAN(4G)	391-BHEM	-	25	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	25	-
Wireless Intel AX211 WLAN Driver MOD-SRV	555-BJDC	-	25	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	25	-
4G CAT16 - Intel XMM 7560R+ (DW5823e), eSIM	556-BDKQ	-	25	-
AT&T SIM Card	556-BDKS	-	25	-
3- cell, 54Wh Battery, Express Charge Capable	451-BDBL	-	25	-
65W AC adapter, USB Type-C, TCO Gen9 compliant	492-BDHS	-	25	-
Single Pointing, No Palmrest Security Options	346-BINQ	-	25	-
E4 Power Cord 1M for US	537-BBDO	-	25	-
Latitude 5540 Quick Start Guide	340-DDHL	-	25	-
ENERGY STAR Qualified	387-BBPC	-	25	-
Custom Configuration	817-BBBB	-	25	-
No Additional Software	658-BFOH	-	25	-
Mix Model 65W Adapter (WHN)	340-DJVQ	-	25	-
Intel Core i5 vPro Enterprise Label	340-CYNW	-	25	-
Assembly Base	338-CHGG	-	25	-
Intel 13th Generation i5-1345U vPro, Intel Integrated Graphics, Thunderbolt	338-CHGL	-	25	-
Latitude 5540 Bottom Door, Intel 13th Gen U-Series CPU, Intel Integrated Graphics	321-BJTL	-	25	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	25	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	25	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	25	-
Dell Limited Hardware Warranty	997-8317	-	25	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-8328	-	25	-
Onsite/In-Home Service After Remote Diagnosis, 4 Year Extended	997-8335	-	25	-
Accidental Damage Service, 5 Years	815-9461	-	25	-

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CFI Titan Code for CFI FIDA or Bypass SI	364-1846	-	25	-
CFI Routing SKU	365-0257	-	25	-
Configuration Services, Dell C onnected Configuration	365-0931	-	25	-
Multiple BIOS Setting Changes Service Fee	366-0130	-	25	-
CFI,Information Client,Only	371-0941	-	25	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	25	-
CFI,Information,GCS,ADDRESS,3E G3,Customer Install	377-5047	-	25	-
CFI,Information,LT,2T,L2/L3,Fa ctory Install	377-9902	-	25	-
CFI,Information,WIN 10 PRO,64B IT,Original Equipment Mfgr.,Fa ctory Install	378-2291	-	25	-
CFI,INFO,COMPLEX-SOLUTION,Fact ory Install	381-1194	-	25	-
CFI, INFO, SMART SI, BIOS,FACT ORY INSTALL	381-6332	-	25	-
Configuration Services - Fulfi llment Services	490-0000	-	25	-
		Unit Price	**Quantity**	**Subtotal**
SI# CF3001 OptiPlex Small Form Factor (7010)		**$719.00**	**200**	**$143,800.00**

Estimated delivery if purchased today:
Jan. 30, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (7010)	210-BFXG	-	200	-
13th Gen Intel Core i5-13400 (6+4 Cores/20MB/16T/2.5GHz to 4.6GHz/65W)	338-CHBL	-	200	-
Ubuntu Linux 22.04 with DCA enabler	605-BBPD	-	200	-
16GB (1x16GB) DDR4 non ECC memory	370-AGFR	-	200	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BOQM	-	200	-
M.2 22x30 Thermal Pad	412-AAQT	-	200	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	200	-
Intel Integrated Graphics	490-BBFG	-	200	-
OptiPlex SFF with 180W Bronze Power Supply	329-BHPU	-	200	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	200	-
DVD+/-RW Bezel	325-BDSG	-	200	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	200	-
CMS Software not included	632-BBBJ	-	200	-
No Additional Video Ports	492-BCKH	-	200	-
No Keyboard Selected	580-AABG	-	200	-
No Mouse Selected	570-AAAF	-	200	-
No Cover Selected	325-BCZQ	-	200	-
No Additional Software	658-BFOH	-	200	-
ENERGY STAR Qualified	387-BBLW	-	200	-
System Monitoring not selected in this configuration	817-BBSI	-	200	-
Quick Start Guide, OptiPlex Small Form	340-DDFL	-	200	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	200	-
Shipping Material	340-CQYR	-	200	-

Shipping Label	389-BBUU	-	200	-
Regulatory Label for OptiPlex SFF 180W, FSJ	389-FBFX	-	200	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	200	-
iRST not selected	409-BCWL	-	200	-
Intel Core i5 Processor Label	340-CUEW	-	200	-
Desktop BTO Standard shipment	800-BBIO	-	200	-
Chassis Intrusion Switch	461-AAJL	-	200	-
No Additional Add In Cards	382-BBHX	-	200	-
Internal Speaker	520-AARD	-	200	-
Intel Standard Manageability	631-ADPG	-	200	-
Custom Configuration	817-BBBB	-	200	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	200	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	200	-
ProSupport 4-Hour: 7X24 Onsite Service After Remote Diagnosis, 15 Months	803-8614	-	200	-
ProSupport 4-Hour: 7X24 Onsite Service After Remote Diagnosis, 36 Months Extended	803-8619	-	200	-
ProSupport: 7x24 Technical Support, 51 Months	803-8704	-	200	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	200	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	200	-
No Accidental Damage Selected	981-4619	-	200	-
CFI Titan Code for CFI FIDA or Bypass SI	364-1846	-	200	-
CFI Routing SKU	365-0257	-	200	-
Configuration Services, Dell C onnected Configuration	365-0931	-	200	-
Multiple BIOS Setting Changes Service Fee	366-0130	-	200	-
CFI,Information Client,Only	371-0941	-	200	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	200	-
CFI,Information,GCS,ADDRESS,3E G3,Customer Install	377-5047	-	200	-
CFI,Information,LT,2T,L2/L3,Fa ctory Install	377-9902	-	200	-
CFI,Information,WIN 10 PRO,64B IT,Original Equipment Mfgr.,Fa ctory Install	378-2291	-	200	-
CFI,INFO,COMPLEX-SOLUTION,Fact ory Install	381-1194	-	200	-
CFI, INFO, SMART SI, BIOS,FACT ORY INSTALL	381-6332	-	200	-
Configuration Services - Fulfi llment Services	490-0000	-	200	-
		Unit Price	**Quantity**	**Subtotal**
SI# CF3001 Precision 3660 Tower Estimated delivery if purchased today: Jan. 30, 2024 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763		**$1,785.71**	**30**	**$53,571.30**
Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Precision 3660 Tower CTO BASE	210-BCUR	-	30	-
13th Generation Intel Core i7-13700 (30MB Cache, 16 Core (8+8), 2.1GHz to 5.2GHz (65W)) TDP	338-CKHZ	-	30	-
VR Heatsink	412-ABBQ	-	30	-

Windows 11 Pro, English, French, Spanish	619-AQLP	-	30	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	30	-
Nvidia T1000 8GB, 8GB, 4 mDP to DP adapter (Precision 3660T)	490-BHXE	-	30	-
32GB, 2x16GB, DDR5 up to 4400MHz UDIMM ECC memory	370-AGYE	-	30	-
No Hard Drive	400-AKZR	-	30	-
Dell KB216 Wired Keyboard English	580-ADJC	-	30	-
Intel ME vPRO	631-ADHW	-	30	-
ENERGY STAR Qualified	387-BBLW	-	30	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	30	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	30	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	30	-
Shipping Material (DAO)	340-CBUU	-	30	-
Ship material - EPEAT Certification	340-CZQO	-	30	-
Custom Configuration	817-BBBB	-	30	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	30	-
SupportAssist	525-BBCL	-	30	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	30	-
Dell Optimizer for Precision	640-BBSC	-	30	-
Dell Premier Color 6.1	640-BBSN	-	30	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	30	-
Waves Maxx Audio	658-BBRB	-	30	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	30	-
Quick Setup Guide, Precision 3660	340-CYVU	-	30	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	30	-
No Optical Drive	429-ABMS	-	30	-
Internal Speaker for Precision 3660	520-AAVW	-	30	-
No Hard Drive	400-AKZR	-	30	-
No Hard Drive	400-AKZR	-	30	-
512GB PCIe NVMe Class 40 M.2 SSD	400-BNGP	-	30	-
Thermal Pad 3660	412-AAZW	-	30	-
Precision 3660 Tower with 500W (80 Plus Platinum) PSU, RPL and ADL Compatible	321-BJJK	-	30	-
No Hard Drive	400-AKZR	-	30	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	30	-
Dell Precision TPM	340-ACBY	-	30	-
No External ODD	429-ABGY	-	30	-
Advanced CPU Air Cooler	412-ABBS	-	30	-
CMS Essentials DVD no Media	658-BBTV	-	30	-
No Hard Drive	400-AKZR	-	30	-
500W Platinum PSU Label	389-EDFT	-	30	-
No SATA RAID	780-BBCJ	-	30	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	30	-

ProSupport Plus: 7x24 Technical Support, 4 Years	997-2860	-	30	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-2869	-	30	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-2878	-	30	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6821	-	30	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	30	-
Intel Rapid Storage Technology Driver, Precision 3660T	409-BCWP	-	30	-
CFI Titan Code for CFI FIDA or Bypass SI	364-1846	-	30	-
CFI Routing SKU	365-0257	-	30	-
Configuration Services, Dell C onnected Configuration	365-0931	-	30	-
Multiple BIOS Setting Changes Service Fee	366-0130	-	30	-
CFI,Information Client,Only	371-0941	-	30	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	30	-
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CFI,Information,LT,2T,L2/L3,Fa ctory Install	377-9902	-	30	-
CFI,Information,WIN 10 PRO,64B IT,Original Equipment Mfgr.,Fa ctory Install	378-2291	-	30	-
CFI,INFO,COMPLEX-SOLUTION,Fact ory Install	381-1194	-	30	-
CFI, INFO, SMART SI, BIOS,FACT ORY INSTALL	381-6332	-	30	-
Configuration Services - Fulfi llment Services	490-0000	-	30	-

Subtotal:	**$227,029.80**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$227,029.80**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Information

Agenda Item

Resolution - Lubbock Fire Rescue: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 16038, with Brinkley, Sargent, Wiginton (BSW) Architects, regarding a budget and term adjustment in the provision of Architect and Engineering (A&E) services.

Item Summary

Contract 16038 for Architect and Engineering (A&E) services was originally budgeted and approved in 2021, based on estimated costs for the construction of Fire Station 20. With the final construction bid award exceeding initial estimates, Article 11.1 of the contract stipulates that the vendor is entitled to an adjustment in compensation. The adjustment will be a mutually agreeable sum.

The addition of funds, as proposed by Brinkley, Sargent, Wiginton (BSW) Architects, will be completed for an additional amount not to exceed $146,147.62. The current budget of $473,607.00 designated in CIP 92711 for A&E services, will be adjusted with the addition of $146,147.62 for a new working budget of $619,754.62 for this purpose. In addition, the contract period will be extended 12 months from the current contract in place.

Fiscal Impact

The cost of Amendment No. 1 to Contract 16038, is not to exceed $146.147.62, and is funded in Capital Improvement Project 92711 - Fire Station 20.

Staff/Board Recommending

Anthony Fogerson, Fire Chief

Attachments

Resolution
Amendment I
Proposal
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, Amendment No. 1 to that certain Contract No. 16038, by and between the City of Lubbock and Brinkley Sargent Wiginton Architects, for Architect and Engineering services in connection with Fire Station 20, 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:

_____
Anthony Fogerson, Fire Chief

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Amend 1-BSW
December 20, 2023

Amendment 1

To Agreement Between
The City of Lubbock, TX
And (BSW)

THIS IS THE FIRST AMENDMENT TO Contract No. 16038, by and between the City of Lubbock ("City") and BRINKLEY SARGENT WIGINTON ARCHITECTS ("BSW"), collectively (the "Parties").

BSW is providing professional architect and engineering services for construction of City of Lubbock Fire Station 20.

On Jan 23rd, 2024 the Parties agree in writing to extend the term of the agreement for an additional (12) months, expiring June 14th, 2025.

The Parties now agree to amend budget for professional services that remain unchanged within 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 add funding to initial approved budget in compliance with contract item 11.1 which allows for a "mutually agreeable increase" if construction costs run higher than stated in the original contract. The addition of funds herein shall be completed for an amount not to exceed one hundred forty-six thousand, one hundred forty seven and 62/100 dollars ($146,147.62). All other terms of the agreement remain the same and are not altered herein.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____day of _____2024.

CITY OF LUBBOCK

_____

TRAY PAYNE, MAYOR

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____

Shaun Fogerson, Fire Chief

APPROVED AS TO FORM:

_____

Ryan Brooke, Senior Assistant City Attorney

Firm
Brinkley Sargent Wiginton Architects

By: _____
Firm Signature

Email: _____

BRINKLEY SARGENT WIGINTON ARCHITECTS

December 18, 2023

Rob Keinast
Deputy Chief
Lubbock Fire Rescue
1515 E Ursuline
Lubbock, TX 79403

RE: Fee Adjustment – Lubbock Fire Station 20

Chief Keinast,

As per the terms of our contract, BSW is requesting a fee adjustment due to the Scope and Budget of Fire Station 20 increasing by more than 10% from the originally contracted terms.

Our proposed fee adjustment request has been broken out into two portions, original size scope and overage size scope. The cost used as the basis for fee calculation is the average of the original budget cost/SF ($350/SF) and the bid cost/SF ($596.95/SF). This averages to the $473.47/SF used below. This essentially discounts 50% of the increase in construction cost.

As a sign of good faith given our history of working together, and our desire to continue our successful relationship, BSW is proposing to decrease our fee percentage from the original 9% to 7.15%. The thought in doing so is that had we started with a larger budget, we would likely have requested a lower percentage to start with.

The net effect is we are proposing to bill 7.15% on a $7.33M construction cost in lieu of the $9.3M actual cost. We feel that reducing our fee percentage and eliminating our fee on approximately $2M of construction cost is very fair.

As you can see per the attached table below, the increased fee based on the original scope is $28,237.26 ($406,237.26 - $378,000).

The remainder of the request comes from the fee due on the increase in scope (size) of the facility. That increase is $117,910.36.

Therefore, the total amount per this request is $146,147.62.

	Building SF	Average Cost/SF between Budget and Bid Cost	Equivalent Construction Cost	Fee %	Basic Services Fee
Original Contract Scope Size	12,000	$ 473.47	$ 5,681,640.00	7.15%	$ 406,237.26
Overage Scope Size	3,483	$ 473.47	$ 1,649,096.01	7.15%	$ 117,910.36

$ 7,330,736.01		$ 524,147.62
	Original Basic Services Fee	$ (378,000.00)
	Adjustment Request	$ 146,147.62

Sincerely-

Douglas Edney, AIA
Brinkley Sargent Wiginton Architects

City of Lubbock, TX
Capital Project
Project Cost Detail
January 23, 2024

Capital Project Number:	92711
Capital Project Name:	Fire Station 20

Encumbered/Expended	**Budget**
Design Contract 16038	$473,607
Bid Cost	222
Contract 17449 Lee Lewis Construction	9,289,800
Agenda Items, January 23, 2024	
Contract 16038 - Amendment I	146,148
Encumbered/Expended To Date	9,909,777
Estimated Costs for Remaining Appropriation	
Furniture and Other Costs	735,223
Remaining Appropriation	735,223
Total Appropriation	$10,645,000

Information

Agenda Item

Ordinance 2nd Reading - City Secretary: Consider Ordinance No. 2024-O0008, amending Section 1.02.004 of the Code of Ordinances of the City of Lubbock, Texas, with regard to voting precinct boundaries and the establishment of the same by the City Council; creating additional and new voting precincts; and providing a map of the voting precincts and districts of the City of Lubbock.

Item Summary

On January 9,, 2024, the City Council approved the first reading of the ordinance.

The City Council deems it to be in the best interest of the citizens of the City of Lubbock to amend the boundaries of existing voting precincts, and to create additional and new voting precincts. These changes are due to the newly annexed areas.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

Ordinance - Amending Voting Precincts

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1.02.004 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO VOTING PRECINCT BOUNDARIES AND THE ESTABLISHMENT OF SAME BY CITY COUNCIL BY ORDINANCE; CREATING ADDITIONAL AND NEW VOTING PRECINCTS; PROVIDING A MAP OF THE VOTING PRECINCTS AND DISTRICTS OF THE CITY OF LUBBOCK; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the increase of population within certain voting precincts creates the need to amend the boundaries of existing voting precincts and create new voting precincts; and

WHEREAS, the City of Lubbock's jurisdictional boundaries have been extended through annexation, which further requires the amendment to existing voting precinct boundaries and the creation of new voting precincts; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to amend Section 1.02.004 of the Code of Ordinances of the City of Lubbock to amend the boundaries of existing voting precinct boundaries, creating additional and new voting precincts; NOW THEREFORE:

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

SECTION 1. THAT Section 1.02.004 of the Code of Ordinances of the City of Lubbock, Texas, be amended to read as follows:

Sec. 1.02.004 Precincts and voting places

(a) All general and special elections of the city shall be held at voting places that will be designated by election order, which shall be the voting places for the voting precincts. Voting precincts shall be established by ordinance and may be altered from time to time in like manner.

(b) The voting precincts shall be divided into six (6) City Council voting districts, with each district to contain the following named voting precincts:

Voting District No. 1: Precinct Nos. 1, 2, 3, 4, 5, 8, 10, 17, 19, 24, 63, and 114.

Voting District No. 2: Precinct Nos. 6, 11, 20, 25, 26, 29, a portion of 34, 40, a portion of 51, 67, 108, 118, 119, 122, and 153.

Voting District No. 3: Precinct Nos. 7, 13, 14, 15, 21, 22, 23, 27, 30, 49, 50, and 126.

Voting District No. 4: Precinct Nos. 12, 28, 32, a portion of 34, 37, 52, 54, 60, 66, 75, 109, 110, 123, 127, and 141.

Voting District No. 5: Precinct Nos. 62, 78, 104, 111, 112, 124, 125, 128, 129, 138, 139, 140, and 154.

Voting District No. 6: Precinct Nos. 9, a portion of 31, 47, 53, 57, 58, 59, 72, 76, 92, 113, 135, and 152.

(c) The voting districts and voting precincts, as established by City Council, shall be delineated on a map. A copy of the original of such map shall be kept in the office of the city secretary and shall be available for public inspection. At each special and general city election, a true copy of said map shall be furnished by the city secretary to each of the presiding judges of the voting precincts for such special or general city election.

SECTION 2. THAT pursuant to Chapters 42 of the Texas Election Code, the configurations and boundaries for the City's election precincts are hereby amended, and that the new and reconfigured election precincts plan, as depicted on the maps attached as Exhibit A and incorporated herein by reference as though set out completely in detail, is hereby adopted, approved, and designated to define the City's election precincts from and after the Effective Date. A copy of the attached maps shall be kept on file in the office of the city secretary and shall be available for public inspection.

SECTION 3. THAT should any paragraph, section, sentence, clause, phrase of 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 and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

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

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

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Courtney Paz, City Secretary

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

Information

Agenda Item

Ordinance 2nd Reading - City Secretary: Consider Ordinance No. 2024-O0007, ordering the 2024 Regular Municipal Election of the City of Lubbock to be held May 4, 2024.

Item Summary

On January 9, 2024, the City Council approve the first reading of the ordinance.

The Lubbock City Council deems it to be in the best interest of the citizens of Lubbock to order a Regular City Election for electing municipal officers. The election is to be held May 4, 2024, pursuant to the Texas Election Code, the Lubbock City Charter, and City Ordinances. Said election shall be for the purpose of electing the following officers of the City of Lubbock: Mayor (at large), 2-year term; Council Members, Districts 2, 4, and 6, 4-year terms; and Municipal Court Judge (at large), 4-year term.

Fiscal Impact

$400,000 is appropriated in the Adopted FY 2023-24 Operating Budget for general, runoff, and any special elections this fiscal year.

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

General Election Ordinance - May 4, 2024
Ex. A - Election Day Voting Locations
Ex. B Early Voting Locations
Ex. C - Notice of Election

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE 2024 REGULAR MUNICIPAL ELECTION OF THE CITY OF LUBBOCK; INDICATING THOSE OFFICERS TO BE ELECTED; PROVIDING FOR AN ACCESSIBLE ELECTRONIC VOTING SYSTEM TO BE USED; ESTABLISHING POLLING PLACES; APPOINTING ELECTION JUDGES; ESTABLISHING HOURS FOR VOTING; ADOPTING THE SEALED BALLOT BOX PROCEDURE; PROVIDING FOR EARLY VOTING; DIRECTING THE CITY SECRETARY TO GIVE NOTICE OF THE REGULAR MUNICIPAL ELECTION OF THE CITY OF LUBBOCK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to order a Regular City Election for the election of municipal officers to be held on **May 4, 2024**, pursuant to the Texas Election Code, the Lubbock City Charter and City ordinances; NOW THEREFORE:

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

SECTION 1. THAT the Regular City Municipal Election for the election of municipal officers of the City of Lubbock is hereby ordered to be conducted on **May 4, 2024**, under the applicable provisions of the Texas Election Code, the Lubbock City Charter and City ordinances.

SECTION 2. THAT said election shall be for the purpose of electing the following officers of the City of Lubbock:

MAYOR (AT LARGE)	2 YEAR TERM
COUNCIL MEMBER, DISTRICT 2	4 YEAR TERM
COUNCIL MEMBER, DISTRICT 4	4 YEAR TERM
COUNCIL MEMBER, DISTRICT 6	4 YEAR TERM
MUNICIPAL COURT JUDGE (AT LARGE)	4 YEAR TERM

SECTION 3. THAT said City general election shall be held at the places in the City of Lubbock hereinafter designated as voting precincts and in the voting places designated in **Exhibit A** hereto. Voting places shall be open from 7:00 a.m. to 7:00 p.m., and all electors shall vote a ballot appropriate for the precinct of their residence at any Countywide Polling Place (Vote Center) shown on **Exhibit A**, as provided for in Section 43.007 of the Texas Election Code.

SECTION 4. THAT an accessible electronic voting system shall be used for this election, including early voting. At least one accessible voting device approved and certified by the Texas Secretary of State shall be provided in each polling place and in every polling location used to conduct said City general election. Said approved and certified accessible electronic voting system shall be supplied for said City general election by Lubbock County, acting by and through its Elections Administrator. The sealed ballot box procedure established by Subchapter C, Chapter 127, Texas Election Code, shall be used for this election.

SECTION 5. THAT the persons named in **Exhibit A** hereto are hereby appointed Judges and Alternate Judges to conduct said General City Election on **May 4, 2024**. In the event any named person is unable to serve for any reason, the City Secretary of the City of Lubbock is hereby authorized and directed to make such substitutions as may be required and to amend **Exhibit A** hereto as required. Each Presiding Judge so named is authorized to appoint the number of clerks authorized by the City Secretary of the City of Lubbock, which number shall not be less than two (2) clerks or more than six (6) clerks. The Alternate Judges shall serve as Presiding Judges in the event that the regularly appointed Presiding Judge is unable to serve. The Alternate Judges shall be appointed by the Presiding Judge to serve as one of the clerks in the event that the regularly appointed Presiding Judge conducts the election.

SECTION 6. THAT early voting by personal appearance shall commence on **April 22, 2024**, and end on **April 30, 2024**. Said early voting shall be conducted at the locations, days and hours indicated on **Exhibit B** hereto; and Early Voting Clerk shall be:

Roxzine Stinson
Official Mailing Address: Lubbock County Elections Administrator
P.O. Box 10536
Lubbock, TX 79408
Physical Address: Lubbock County Elections Administrator
1308 Crickets Avenue
Lubbock, TX 79408
E-mail Address: votelubbock@lubbockcounty.gov
Phone Number: (806)775-1338
Fax Number: (806)775-7980
Website Address: https://www.votelubbock.org/

SECTION 7. THAT the Mayor, assisted by the City Secretary, is hereby authorized and directed to give notice of the General City Election of municipal officers as required by law (*see* **Exhibit C** attached hereto).

SECTION 8. THAT the City Secretary of the City of Lubbock is hereby ordered to cause publication of this Ordinance ordering the General City election of municipal officers in a newspaper of general circulation at least once no earlier than the 30th day nor later than the 10th day before election day. In addition, a copy of this Ordinance shall be posted not later than the 21st day before election day on the bulletin board used for posting notices of meetings of the governing body and a notice of consolidation shall be posted prior to the day of the election at any polling places not consolidated at the last previous election, which notice shall indicate the precinct of consolidation and the location of the new polling place.

SECTION 9. THAT the City Secretary shall serve a duly certified copy of this Ordinance and the Election Notice upon each of the Presiding Judges named in **Exhibit A** not later than the 7th day after the signing of this Ordinance or the 15th day before Election Day, whichever is later. In addition, the City Secretary shall deliver a certified copy of this

Ordinance and the Election Notice on the County Clerk not later than the 60th day before election day.

SECTION 10. THAT this Ordinance shall become effective upon final passage by the City Council of the City of Lubbock.

AND IT IS SO ORDERED.

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

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

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Courtney Paz, City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

May 4, 2024 Cities and Schools and Special Elections

(Elecciones General y Especial de Ciudades y Escuelas el 7 de Mayo de 2024)

Vote Center Locations

*(Lugares de Centros de Votación**)***

Saturday, May 4, 2024

(sábado, 4 de mayo de 2024)

7:00 A.M. – 7:00 P.M.

***American Sign Language Interpreters available ****Intérpretes de Lenguaje de Señas disponibles*

Abernathy City Hall – 811 Avenue D (Community Room), Abernathy, 79311
(Alcaldía de Abernathy – 811 avenida D, Abernathy, salón comunitario)

Bacon Heights Baptist Church – 5110 54th St (2 Commons Room), Lubbock, 79414
(Iglesia Bautista Bacon Heights – 5110 calle 54, Salón Comunal 2)

Broadview Baptist Church – 1302 N Frankford Ave (Fellowship Hall), Lubbock, 79416
(Iglesia Bautista Broadview – 1302 Avenida Frankford Norte, sala de compañerismo)

Broadway Church of Christ – 1924 Broadway (Foyer) Lubbock, 79401
(Iglesia de Cristo Broadway – 1924 calle Broadway, Vestíbulo)

Calvary Baptist Church – 5301 82nd St (Mall Area), Lubbock, 79424***
*(Iglesia Bautista Calvario – 5301 Calle 82, área de la plaza) ****

Casey Administration Building – 501 7th St (Room No. 104), Wolfforth, 79382
(Edificio de Administración Casey – 501 Calle 7, Salón No. 104)

Catholic Diocese of Lubbock – 4620 4th St (Archbishop Michael J Sheehan Hall), Lubbock, 79416
(Diócesis Católica de Lubbock – 4620 Calle 4, Salón del Arzobispo Michael J Sheehan)

Cavazos Middle School – 210 N University Ave (Gym), Lubbock, 79415
(Escuela Intermedia Cavazos – 210 Avenida Universidad Norte, gimnasio)

Celebration Christian Center – 8001 Upland Ave (Sanctuary), Lubbock, 79424
(Centro Cristiano de Celebración – 8001 Avenida Upland, Santuario)

Church on the Rock – 10503 Slide Rd (Café Area), Lubbock, 79424
(Iglesia Sobre la Roca – 10503 Camino Slide, área del café)

Copper Rawlings Senior Center – 213 40th St (Social Hall), Lubbock, 79404
(Centro para personas mayores de Copper Rawlings – 213 calle 40, Salón Social)

Elks Lodge No. 1348 – 3409 Milwaukee Ave (Lodge Hall), Lubbock, 79407
(Elks Lodge Núm. 1348 – 3409 Avenida Milwaukee, vestíbulo)

First Assembly of God Church – 3801 98th St (Classroom), Lubbock, 79423
(Primera Iglesia Asambleas de Dios – 3801 Calle 98, salón de clase)

Green Lawn Church of Christ – 5701 19th St (Entry Hall), Lubbock, 79407
(Iglesia de Cristo Green Lawn – 5701 Calle 19, vestíbulo de entrada)

Heritage Middle School – 6110 73rd St (Library), Lubbock, 79424
(*Escuela Intermedio Heritage – 6110 Calle 73, biblioteca*)

Hodges Community Center – 4011 University Ave (Social Hall), Lubbock, 79413
(Centro Social Hodges – 4011 Avenida Universidad, Salón Social)

Idalou Community Center – 202 W 7th St, Idalou, 79329
(Centro Social de Idalou – 202 Calle 7 Oeste)

Lubbock – Cooper ISD Administrative Offices –13807 Indiana Ave, Lubbock, 79423
(Lubbock - Oficinas administrativas de Cooper ISD – 13807 Indiana Ave TX-79423)

Lubbock-Cooper North Elementary School – 3202 108th St (Gym), Lubbock, 79423
(Escuela Primaria Lubbock-Cooper North – 3202 Calle 108, gimnasio)

Lubbock ISD Administration Office – 1628 19th St (Breezeway), Lubbock, 79401
(Officina de Administratíon de Lubbock ISD– 1628 calle 19, camino de briza)

Mae Simmons Community Center – 2004 Oak Ave (Activity Room), Lubbock, 79403
(Centro Social Mae Simmons – 2004 Avenida Oak, salón de actividades)

Maggie Trejo Supercenter – 3200 Amherst Street (Rodgers Community Center Social Hall), Lubbock, 79415
(Supercentro Maggie Trejo – 3200 calle Amherst, Rodgers Community Center Salón Social)

Matthews Academy High School – 417 N Akron Ave (Gym), Lubbock, 79415
(Escuela Secundaria Matthews Academy – 417 N Akron Ave, gimnasio)

Mattress Firm – 6707 Slide Rd (Breakroom), Lubbock, 79424
(Mattress Firm – 6707 camino Slide, salón de descanso)

New Deal Community Clubhouse – 309 S Monroe Ave, New Deal, 79350
(Centro Social de New Deal – 309 Avenida Monroe Sur, New Deal)

Parsons Elementary School – 2811 58th St (Gym), Lubbock, 79413
(Escuela Primaria Parsons – 2811 Calle 58, gimnasio)

Patterson Library – 1836 Parkway Dr (Community Room), Lubbock, 79403
(Biblioteca Patterson – 1836 Avenida Parkway, salón comunitario)

Ransom Canyon City Hall – 24 Lee Kitchens Dr, Lubbock (Council Chamber) 79366
(Oficina Municipal de Ransom Canyon – 24 Lee Kitchens Dr)

Roberts Elementary School – 7901 Avenue P (Gym), Lubbock, 79423
(Escuela Primaria Roberts – 7901 Avenida P, gimnasio)

Roosevelt ISD Arena (west concourse)– 1301 CR 3300, Lubbock, 79403
(Arena del Distrito Escolar Independiente de Roosevelt– 1301 camino rural 3300, Roosevelt)

Roscoe Wilson Elementary School – 2807 25th St (Gym), Lubbock, 79410
(Escuela Primaria Roscoe Wilson – 2807 Calle 25, gimnasio)

Shallowater Community Center – 902 Avenue H, Shallowater, 79363
(Centro Social de Shallowater – 902 Avenida H)

Slaton Community Clubhouse – 750 W Garza St. (Community Room), Slaton, 79364
(Centro Comunitario de Slaton– 750 oeste de la calle Garza, Este, salón comunitario)

South Plains Church of Christ – 6802 Elkhart Ave (Gym Area), Lubbock, 79424
(Iglesia de Cristo South Plains – 6802 Avenida Elkhart, área del gimnasio)

Sunset Church of Christ, (Powerhouse) – 3625 34th St, Lubbock, 79410
(Iglesia de Cristo Sunset, Powerhouse – 3625 Calle 34)

Sutherlands HomeBase – 3701 50th St (Near Lighting Section), Lubbock, 79413
(Sutherlands HomeBase – 3701 Calle 50, cerca de la sección de iluminación)

Terra Vista Middle School – 1111 Upland Ave (Library), Lubbock, 79416
(Escuela Intermedia Terra Vista – 1111 Avenida Upland, biblioteca)

Texas Tech University Student Union Building – 15th street and Akron Avenue – Student Union Building, Lubbock, 79409
(Edificio de la Unión de Estudiantes de la Universidad Texas Tech - Calle 15 y Akron Avenue)

YWCA – 6501 University Ave – Front Room, Lubbock, 79413
(YWCA – 6501 Universidad Ave - habitación del frente)

Election Day

Judges & Alternate Judges

May 4, 2024 City of Lubbock General Election 7:00 a.m. to 7:00 p.m.

This list is To Be Determined.

Sections 85.067 and 85.068
V.T.C.A., Election Code

Exhibit B Anexo B

May 4, 2024 Cities and Schools General and Special Elections
(*Elecciones General y Especial de Ciudades y Escuelas el 4 de Mayo de 2024*)

NOTICE OF EARLY VOTING

AVISO DE VOTACIÓN ANTICIPADA

Early Voting by personal appearance for the May 4, 2024
Cities and Schools General and Special Elections
ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES, AND LOCATIONS LISTED BELOW:
Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas el 4 de mayo, 2024 serán conducidas en LAS FECHAS, HORARIOS Y SITIOS LISTADOS ABAJO:

EARLY VOTING DATES: Monday, April 22 – Tuesday, April 30, 2024
(Fechas de Votación Adelantada: Lunes, 22 de abril– Martes, 30 de abril del 2024)

Main Early Voting Polling Place
Lugar principal de la votación anticipada
Lubbock County Elections Office
Oficina de Elecciones del Condado de Lubbock
1308 Crickets Ave, Lubbock, TX 79401
1308 avenida Crickets
Room: Public Room
Sala: *salón público*

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:
EXCEPT Sunday, April 28
MENOS el domingo, 28 de abril
12:00 PM - 6:00 PM

****

Early Voting Branch Polling Places
Votacion Anticipada en los Sitios de Votacion Auxiliares

****

United Supermarkets
Supermercados United
All Locations listed below:
Todas las ubicaciones se enumeran a continuación:

United - 2630 Parkway Dr., Lubbock, TX 79403 *(Parkway & Beech Ave)*
2630 unidad Parkway (calle Parkway y avenida Beech)

United - 401 Slide Road, Lubbock, TX 79416 *(4th & Slide)*
401 calle Slide (calle 4 y camino Slide)

United - 6313 4th St., Lubbock, TX 79416 *(4th & Milwaukee)*
6313 calle 4 (calle 4 y avenida Milwaukee)

United - 1701 50th St., Lubbock, TX 79412 *(50th & Avenue Q)*
1701 calle 50 (calle 50 y avenida Q)

United - 2703 82nd St., Lubbock, TX 79423 *(82nd & Boston Ave)*
2703 calle 82 (calle 82 y avenida Boston)

United - 8010 Frankford Ave., Lubbock, TX 79424 (*82nd & Frankford)*
8010 avenida Frankford (calle 82 y avenida Frankford)

United - 12815 Indiana Ave., Lubbock, TX 79423 *(130th & Indiana)*
12815 avendia Indiana (calle 130 y avenida Indiana)

United - 11310 Slide Rd, Lubbock, TX 79424 *(114th & Slide)*
11310 camino Slide (calle 114 y camino Slide)

Amigos - 112 N University Ave., Lubbock, TX 79415 *(University & Auburn)*
112 avenida Universidad norte (avenida Universidad y calle Auburn)

Market Street - 4425 19th St., Lubbock, TX 79407 *(19th & Quaker)*
4425 calle 19 (calle 19 y avenida Quaker)

Market Street - 3405 50th St., Lubbock, TX 79413 *(50th & Indiana)*
3405 calle 50 (calle 50 y avenida Indiana)

Market Street - 4205 98th St., Lubbock, TX 79423 *(98th & Quaker)*
4205 calle 98 (calle 98 y avenida Quaker)

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:
EXCEPT Sunday, April 28th
MENOS el domingo, 28 de abril
12:00 PM - 6:00 PM

Abernathy City Hall
Oficina Municipal de Abernathy
811 Avenue D, Abernathy, TX 79311
811 avenida D
Room: Community Room
Sala: Salón Comunitario

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Casey Administration Building
Edificio de Administración Casey
501 7th Street, Wolfforth, TX 79382
501 calle 7
Room: No. 4
Sala: Núm. 4

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Citizens Tower
Citizens Tower
1314 Avenue K (1st Floor) Lubbock, TX 79401
1314 avenida k
Room: Lobby
Sala: vestíbulo

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 5:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Idalou Community Center
Centro Social de Idalou
202 W. 7th Street, Idalou, TX 79329
202 calle 7 oeste
Room: Community Room
Sala: Salón Comunitario

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Lubbock ISD Administration Office
Officina de Administratíon de Lubbock ISD
1628 19th Street, Lubbock, TX 79401
1628 calle 19
Room: Breezeway
Sala: camino de briza

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 5:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

New Deal Community Clubhouse
Centro Social de New Deal
309 S. Monroe Avenue, New Deal, TX 79403
309 avenida Monroe al sur
Room: Community Room
Sala: Salón Comunitario

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Ransom Canyon City Hall
Oficina Municipal de Ransom Canyon
24 Lee Kitchens Dr., Lubbock, TX 79366
24 Lee Kitchens Dr
Room: Council Chamber
Sala: cámara del Consejo

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 5:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Roosevelt ISD Arena
Arena del Distrito Escolar Independiente de Roosevelt
1301 CR 3300, Lubbock, TX 79403
1301 camino rural 3300
Room: West Concourse
Sala: Explanada Oeste

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Shallowater Community Center
Centro Social de Shallowater
900 Avenue H, Shallowater, TX 79363
900 avenida H
Room: Community Room
Sala: Salón Comunitario

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Slaton Community Clubhouse
Centro Comunitario de Slaton
750 W Garza St, Slaton TX 79364
750 calle Garza oeste
Room: Community room
Sala: Salón Comunitario

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Texas Tech University Student Recreation Center
Universidad de Texas Tech Centro de Recreación para Estudiantes
Texas Tech Campus
Campus de Texas Tech
Hartford Ave & Main Street, Lubbock, TX 79409
Calles avenida Hartford y calle Main

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Exhibit C (Anexo C)

NOTICE OF GENERAL ELECTION *(AVISO DE ELECCIÓN GENERAL)*
CITY OF LUBBOCK 2024 REGULAR MUNICIPAL ELECTION
(ELECCIÓN REGULAR MUNICIPAL 2024, DE LA CIUDAD DE LUBBOCK)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on **May 4, 2024**, for voting in a general election to elect: *(Notifiquese, por las presente, que las casillas electorales sitados abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 4* ***de mayo de 2024*** *para votar en la Elección General pàra elegir:)*

MAYOR - AT LARGE	2 YEAR TERM
ALCALDE - SIN LIMITACIONES	*(PERÍODO DE 2 AÑOS)*
COUNCIL MEMBER, DISTRICT 2	4 YEAR TERM
CONCEJAL MUNICIPAL, DISTRITO 2	*(PERÍODO DE 4 AÑOS)*
COUNCIL MEMBER, DISTRICT 4	4 YEAR TERM
CONCEJAL MUNICIPAL, DISTRITO 4	*(PERÍODO DE 4 AÑOS)*
COUNCIL MEMBER, DISTRICT 6	4 YEAR TERM
CONCEJAL MUNICIPAL, DISTRITO 6	*(PERÍODO DE 4 AÑOS)*
MUNICIPAL COURT JUDGE – AT LARGE	4 YEAR TERM
JUEZ DE JUZGADO MUNICIPAL- SIN LIMITACIONES	*(PERÍODO DE 4 AÑOS)*

Voting by personal appearance will be conducted on Election Day at: *(La votación en persona,el dia de Elección, se llevará a cabo en)*

See **Exhibit A** *(Vea* ***Anexo A****)*

Early voting by personal appearance will be conducted at: *(La votación adelantada en persona se llevará a cabo en)*

See **Exhibit B** *(Vea* ***Anexo B****)*

Applications for ballot by mail shall be mailed to: *(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)*

Early Voting Clerk *(Secretario para la Votación Adelantada)*
Roxzine Stinson
Official Mailing Address: Lubbock County Elections Administrator
P.O. Box 10536, Lubbock, Texas 79408
Physical Address: Lubbock County Elections Administrator
1308 Crickets Avenue
Lubbock, TX 79408
E-mail Address: votelubbock@lubbockcounty.gov
Phone Number: (806) 775-1339
Fax Number: (806) 775-7980
Website Address: https://www.votelubbock.org/

Issued this the 23rd day of January, 2024.
(Emitada este día 23 de enero, 2024.)

TRAY PAYNE, MAYOR *(Alcalde)*

ATTEST:

Courtney Paz, City Secretary *(Secretario Municipal)*

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney *(Asesora Legal Municipal Adjunto)*

Information

Agenda Item

Resolution - City Secretary: Consider a resolution ordering a Special Election to fill the vacancy in the position of Council Member, District 3, to be conducted May 4, 2024, and authorizing and directing the Mayor to execute an official Order and Notice of Special Election for said special election.

Item Summary

The automatic resignation of Council Member Mark W. McBrayer, District 3, occurred on January 10, 2024, as a result of said Council Member announcing his candidacy for Mayor of Lubbock. This has created a vacancy on the City Council of the City of Lubbock. The City Charter of the City of Lubbock and the Texas Election Code require such vacancy to be filled by a special election called for such purpose. The next available election date complying with the requirements of City Charter and Sections 3.004, 41.001, 201.023, 201.051, and 201.052 of the Election Code is May 4, 2024.

Fiscal Impact

$400,000 is appropriated in the Adopted FY 2023-24 Operating Budget for general, runoff, and any special elections this fiscal year.

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

Resolution and Order
Ex. A - Election Day Voting Locations
Ex. B - Early Voting Locations
Ex. C - Notice of Special Election

RESOLUTION AND ORDER

WHEREAS, the resignation of Mark McBrayer, District 3 Councilman, occurred on January 10, 2024, as a result of said Councilman announcing his candidacy for Mayor in the May 4, 2024, City regular election of officers; and

WHEREAS, such resignation occurred by operation of law in accordance with Article 11, Section 11, and Article 16, Section 65, of the Texas Constitution; and

WHEREAS, such automatic resignation and acceptance has created a vacancy on the City Council of the City of Lubbock; and

WHEREAS, the next available election date complying with the requirements of the Texas Constitution, the Texas Election Code and the City Charter is May 4, 2024; and

WHEREAS, Sections 3.004, and 201.051 of the Texas Election Code require the City Council to order an election to fill said vacancy as soon as practicable after the vacancy occurs; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock, Texas, hereby accepts the automatic resignation of Councilman Mark McBrayer on January 10, 2024, and orders a special election to fill the vacancy in the position of Council Member, District 3, to be conducted May 4, 2024, for the purpose of filling the vacancy created by the resignation of Councilman McBrayer for the unexpired term remaining for the position of Council Member, District 3, and the Mayor of the City of Lubbock is hereby authorized and directed to execute an official order and notice of special election to fill the vacancy in the position of Council Member, District 3, on Saturday, May, 4, 2024.

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

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Courtney Paz, City Secretary

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

ORDER AND NOTICE
OF
SPECIAL CITY ELECTION

ELECTION ORDER

I, Tray Payne, Mayor of the City of Lubbock, Texas, by virtue of the authority vested in me by law, and according to the Charter of the City of Lubbock, the Texas Local Government Code, the Texas Election Code and a Resolution heretofore duly enacted by the City Council of the City of Lubbock calling for a Special City Election to be held in the City of Lubbock, Texas, on the **4th day of May, 2024**, such day being the first uniform election date available for the purpose of electing the following named officer of the City of Lubbock due to the automatic resignation of Mark McBrayer on January 10, 2024:

COUNCILMEMBER, DISTRICT 3 (UNEXPIRED TERM)

An electronic voting system shall be used for such election, including early voting. Said Special City Election shall be held at the places in the City of Lubbock hereinafter designated as voting precincts and in the voting places designated on **Exhibit A** hereto. Said **Exhibit A** shall be made a part hereof for all intents and purposes. Voting places shall be open from 7:00 a.m. to 7:00 p.m. and all electors shall vote a ballot appropriate for the precinct of their residence at any Countywide Polling Place (Vote Center) shown in **Exhibit A**, as provided for in Section 43.007 of the Texas Election Code.

The persons named in **Exhibit A** are hereby appointed Judges and Alternate Judges to conduct said Special City Election on **May 4, 2024**. Each Presiding Judge so named is authorized to appoint the number of clerks authorized by the City Secretary of the City of Lubbock, which number shall be not less than two (2) clerks, nor more than six (6) clerks. The Alternate Judges shall serve as Presiding Judges in the event that the regularly appointed Presiding Judge is unable to serve. The Alternate Judges shall be appointed by the Presiding Judge to serve as one of the clerks in the event that the regularly appointed Presiding Judge conducts the election. The filing deadline for an application for a place on the ballot shall be 5:00 p.m. of the 62nd day before the Election Day (March 4, 2024).

Early voting by personal appearance shall commence on the 22nd day of April, 2024, and end on the 30th day of April, 2024. Said early voting shall be conducted at the locations, days, and hours indicated on **Exhibit B** hereto.

An accessible electronic voting system shall be used for this election, including early voting. At least one accessible voting device approved and certified by the Texas Secretary of State shall be provided in each polling place and in every polling location used to conduct said City Special Election. Said approved and certified accessible electronic voting system shall be supplied for said City Special Election by Lubbock County, acting by and through its Elections Administrator. The sealed ballot box procedure established by Subchapter C, Chapter 127, Texas Election Code, shall be used for this election.

This Special City Election shall be conducted as a joint election with Lubbock County pursuant to a Joint Election Agreement.

ELECTION NOTICE

The Mayor of the City of Lubbock hereby gives notice of the above named City of Lubbock Special Election and the City Secretary of the City of Lubbock is hereby ordered to cause publication of the Special City Election on **May 4, 2024,** by publication of this Order and Notice of Special City Election in a newspaper of general circulation at least once no earlier than the 30th day or later than the 10th day before Election Day. In addition, a copy of this Order and Notice of Special City Election shall be posted not later than the 21st day before Election Day on the bulletin board used for posting notices of meetings of the governing body, and a notice of consolidation shall be posted prior to the day of the election at any polling places not consolidated at the last previous election, which notice shall indicate the precinct of consolidation and the location of the new polling place.

The City Secretary shall serve a duly certified copy of this Election Order and Notice of Special City Election upon each of the Presiding Judges named in **Exhibit A** attached hereto not later than the 7th day after the signing of this Election Order and Notice or the 15th day before the Election Day, whichever is later.

SIGNED AND EXECUTED at Citizens Tower, 1314 Avenue K, in Lubbock, Texas, this _____ day of January, 2024.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Courtney Paz, City Secretary

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

May 4, 2024 Cities and Schools and Special Elections

(Elecciones General y Especial de Ciudades y Escuelas el 7 de Mayo de 2024)

Vote Center Locations

(Lugares de Centros de Votación)

Saturday, May 4, 2024

(sábado, 4 de mayo de 2024)

7:00 A.M. – 7:00 P.M.

***American Sign Language Interpreters available ****Intérpretes de Lenguaje de Señas disponibles*

Abernathy City Hall – 811 Avenue D (Community Room), Abernathy, 79311
(Alcaldía de Abernathy – 811 avenida D, Abernathy, salón comunitario)

Bacon Heights Baptist Church – 5110 54th St (2 Commons Room), Lubbock, 79414
(Iglesia Bautista Bacon Heights – 5110 calle 54, Salón Comunal 2)

Broadview Baptist Church – 1302 N Frankford Ave (Fellowship Hall), Lubbock, 79416
(Iglesia Bautista Broadview – 1302 Avenida Frankford Norte, sala de compañerismo)

Broadway Church of Christ – 1924 Broadway (Foyer) Lubbock, 79401
(Iglesia de Cristo Broadway – 1924 calle Broadway, Vestíbulo)

Calvary Baptist Church – 5301 82nd St (Mall Area), Lubbock, 79424***
*(Iglesia Bautista Calvario – 5301 Calle 82, área de la plaza) ****

Casey Administration Building – 501 7th St (Room No. 104), Wolfforth, 79382
(Edificio de Administración Casey – 501 Calle 7, Salón No. 104)

Catholic Diocese of Lubbock – 4620 4th St (Archbishop Michael J Sheehan Hall), Lubbock, 79416
(Diócesis Católica de Lubbock – 4620 Calle 4, Salón del Arzobispo Michael J Sheehan)

Cavazos Middle School – 210 N University Ave (Gym), Lubbock, 79415
(Escuela Intermedia Cavazos – 210 Avenida Universidad Norte, gimnasio)

Celebration Christian Center – 8001 Upland Ave (Sanctuary), Lubbock, 79424
(Centro Cristiano de Celebración – 8001 Avenida Upland, Santuario)

Church on the Rock – 10503 Slide Rd (Café Area), Lubbock, 79424
(Iglesia Sobre la Roca – 10503 Camino Slide, área del café)

Copper Rawlings Senior Center – 213 40th St (Social Hall), Lubbock, 79404
(Centro para personas mayores de Copper Rawlings – 213 calle 40, Salón Social)

Elks Lodge No. 1348 – 3409 Milwaukee Ave (Lodge Hall), Lubbock, 79407
(Elks Lodge Núm. 1348 – 3409 Avenida Milwaukee, vestíbulo)

First Assembly of God Church – 3801 98th St (Classroom), Lubbock, 79423
(Primera Iglesia Asambleas de Dios – 3801 Calle 98, salón de clase)

Green Lawn Church of Christ – 5701 19th St (Entry Hall), Lubbock, 79407
(Iglesia de Cristo Green Lawn – 5701 Calle 19, vestíbulo de entrada)

Heritage Middle School – 6110 73rd St (Library), Lubbock, 79424
(Escuela Intermedio Heritage – 6110 Calle 73, biblioteca)

Hodges Community Center – 4011 University Ave (Social Hall), Lubbock, 79413
(Centro Social Hodges – 4011 Avenida Universidad, Salón Social)

Idalou Community Center – 202 W 7th St, Idalou, 79329
(Centro Social de Idalou – 202 Calle 7 Oeste)

Lubbock – Cooper ISD Administrative Offices –13807 Indiana Ave, Lubbock, 79423
(Lubbock - Oficinas administrativas de Cooper ISD – 13807 Indiana Ave TX-79423)

Lubbock-Cooper North Elementary School – 3202 108th St (Gym), Lubbock, 79423
(Escuela Primaria Lubbock-Cooper North – 3202 Calle 108, gimnasio)

Lubbock ISD Administration Office – 1628 19th St (Breezeway), Lubbock, 79401
(Officina de Administratíon de Lubbock ISD– 1628 calle 19, camino de briza)

Mae Simmons Community Center – 2004 Oak Ave (Activity Room), Lubbock, 79403
(Centro Social Mae Simmons – 2004 Avenida Oak, salón de actividades)

Maggie Trejo Supercenter – 3200 Amherst Street (Rodgers Community Center Social Hall), Lubbock, 79415
(Supercentro Maggie Trejo – 3200 calle Amherst, Rodgers Community Center Salón Social)

Matthews Academy High School – 417 N Akron Ave (Gym), Lubbock, 79415
(Escuela Secundaria Matthews Academy – 417 N Akron Ave, gimnasio)

Mattress Firm – 6707 Slide Rd (Breakroom), Lubbock, 79424
(Mattress Firm – 6707 camino Slide, salón de descanso)

New Deal Community Clubhouse – 309 S Monroe Ave, New Deal, 79350
(Centro Social de New Deal – 309 Avenida Monroe Sur, New Deal)

Parsons Elementary School – 2811 58th St (Gym), Lubbock, 79413
(Escuela Primaria Parsons – 2811 Calle 58, gimnasio)

Patterson Library – 1836 Parkway Dr (Community Room), Lubbock, 79403
(Biblioteca Patterson – 1836 Avenida Parkway, salón comunitario)

Ransom Canyon City Hall – 24 Lee Kitchens Dr, Lubbock (Council Chamber) 79366
(Oficina Municipal de Ransom Canyon – 24 Lee Kitchens Dr)

Roberts Elementary School – 7901 Avenue P (Gym), Lubbock, 79423
(Escuela Primaria Roberts – 7901 Avenida P, gimnasio)

Roosevelt ISD Arena (west concourse)– 1301 CR 3300, Lubbock, 79403
(Arena del Distrito Escolar Independiente de Roosevelt– 1301 camino rural 3300, Roosevelt)

Roscoe Wilson Elementary School – 2807 25th St (Gym), Lubbock, 79410
(Escuela Primaria Roscoe Wilson – 2807 Calle 25, gimnasio)

Shallowater Community Center – 902 Avenue H, Shallowater, 79363
(Centro Social de Shallowater – 902 Avenida H)

Slaton Community Clubhouse – 750 W Garza St. (Community Room), Slaton, 79364
(Centro Comunitario de Slaton– 750 oeste de la calle Garza, Este, salón comunitario)

South Plains Church of Christ – 6802 Elkhart Ave (Gym Area), Lubbock, 79424
(Iglesia de Cristo South Plains – 6802 Avenida Elkhart, área del gimnasio)

Sunset Church of Christ, (Powerhouse) – 3625 34th St, Lubbock, 79410
(Iglesia de Cristo Sunset, Powerhouse – 3625 Calle 34)

Sutherlands HomeBase – 3701 50th St (Near Lighting Section), Lubbock, 79413
(Sutherlands HomeBase – 3701 Calle 50, cerca de la sección de iluminación)

Terra Vista Middle School – 1111 Upland Ave (Library), Lubbock, 79416
(Escuela Intermedia Terra Vista – 1111 Avenida Upland, biblioteca)

Texas Tech University Student Union Building – 15th street and Akron Avenue – Student Union Building, Lubbock, 79409
(Edificio de la Unión de Estudiantes de la Universidad Texas Tech - Calle 15 y Akron Avenue)

YWCA – 6501 University Ave – Front Room, Lubbock, 79413
(YWCA – 6501 Universidad Ave - habitación del frente)

Exhibit A *(Anexo A)*

Election Day

Judges & Alternate Judges

May 4, 2024 City of Lubbock General Election 7:00 a.m. to 7:00 p.m.

This list is To Be Determined.

Sections 85.067 and 85.068
V.T.C.A., Election Code

Exhibit B Anexo B

May 4, 2024 Cities and Schools General and Special Elections
(*Elecciones General y Especial de Ciudades y Escuelas el 4 de Mayo de 2024*)

NOTICE OF EARLY VOTING
AVISO DE VOTACIÓN ANTICIPADA

Early Voting by personal appearance for the May 4, 2024
Cities and Schools General and Special Elections
ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES, AND LOCATIONS LISTED BELOW:
Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas el 4 de mayo, 2024 serán conducidas en LAS FECHAS, HORARIOS Y SITIOS LISTADOS ABAJO:

EARLY VOTING DATES: Monday, April 22 – Tuesday, April 30, 2024
(Fechas de Votación Adelantada: Lunes, 22 de abril– Martes, 30 de abril del 2024)

Main Early Voting Polling Place
Lugar principal de la votación anticipada
Lubbock County Elections Office
Oficina de Elecciones del Condado de Lubbock
1308 Crickets Ave, Lubbock, TX 79401
1308 avenida Crickets
Room: Public Room
Sala: *salón público*

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:
EXCEPT Sunday, April 28
MENOS el domingo, 28 de abril
12:00 PM - 6:00 PM

Early Voting Branch Polling Places
Votacion Anticipada en los Sitios de Votacion Auxiliares

United Supermarkets
Supermercados United
All Locations listed below:
Todas las ubicaciones se enumeran a continuación:

United - 2630 Parkway Dr., Lubbock, TX 79403 *(Parkway & Beech Ave)*
2630 unidad Parkway (calle Parkway y avenida Beech)

United - 401 Slide Road, Lubbock, TX 79416 *(4th & Slide)*
401 calle Slide (calle 4 y camino Slide)

United - 6313 4th St., Lubbock, TX 79416 *(4th & Milwaukee)*
6313 calle 4 (calle 4 y avenida Milwaukee)

United - 1701 50th St., Lubbock, TX 79412 *(50th & Avenue Q)*
1701 calle 50 (calle 50 y avenida Q)

United - 2703 82nd St., Lubbock, TX 79423 *(82nd & Boston Ave)*
2703 calle 82 (calle 82 y avenida Boston)

United - 8010 Frankford Ave., Lubbock, TX 79424 (*82nd & Frankford)*
8010 avenida Frankford (calle 82 y avenida Frankford)

United - 12815 Indiana Ave., Lubbock, TX 79423 *(130th & Indiana)*
12815 avendia Indiana (calle 130 y avenida Indiana)

United - 11310 Slide Rd, Lubbock, TX 79424 *(114th & Slide)*
11310 camino Slide (calle 114 y camino Slide)

Amigos - 112 N University Ave., Lubbock, TX 79415 *(University & Auburn)*
112 avenida Universidad norte (avenida Universidad y calle Auburn)

Market Street - 4425 19th St., Lubbock, TX 79407 *(19th & Quaker)*
4425 calle 19 (calle 19 y avenida Quaker)

Market Street - 3405 50th St., Lubbock, TX 79413 *(50th & Indiana)*
3405 calle 50 (calle 50 y avenida Indiana)

Market Street - 4205 98th St., Lubbock, TX 79423 *(98th & Quaker)*
4205 calle 98 (calle 98 y avenida Quaker)

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:
EXCEPT Sunday, April 28th
MENOS el domingo, 28 de abril
12:00 PM - 6:00 PM

Abernathy City Hall
Oficina Municipal de Abernathy
811 Avenue D, Abernathy, TX 79311
811 avenida D
Room: Community Room
Sala: Salón Comunitario

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Casey Administration Building
Edificio de Administración Casey
501 7th Street, Wolfforth, TX 79382
501 calle 7
Room: No. 4
Sala: Núm. 4

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Citizens Tower
Citizens Tower
1314 Avenue K (1st Floor) Lubbock, TX 79401
1314 avenida k
Room: Lobby
Sala: vestíbulo

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 5:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Idalou Community Center
Centro Social de Idalou
202 W. 7th Street, Idalou, TX 79329
202 calle 7 oeste
Room: Community Room
Sala: Salón Comunitario

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Lubbock ISD Administration Office
Officina de Administratíon de Lubbock ISD
1628 19th Street, Lubbock, TX 79401
1628 calle 19
Room: Breezeway
Sala: camino de briza

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 5:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

New Deal Community Clubhouse
Centro Social de New Deal
309 S. Monroe Avenue, New Deal, TX 79403
309 avenida Monroe al sur
Room: Community Room
Sala: Salón Comunitario

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Ransom Canyon City Hall
Oficina Municipal de Ransom Canyon
24 Lee Kitchens Dr., Lubbock, TX 79366
24 Lee Kitchens Dr
Room: Council Chamber
Sala: cámara del Consejo

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 5:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Roosevelt ISD Arena
Arena del Distrito Escolar Independiente de Roosevelt
1301 CR 3300, Lubbock, TX 79403
1301 camino rural 3300
Room: West Concourse
Sala: Explanada Oeste

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Shallowater Community Center
Centro Social de Shallowater
900 Avenue H, Shallowater, TX 79363
900 avenida H
Room: Community Room
Sala: Salón Comunitario

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Slaton Community Clubhouse
Centro Comunitario de Slaton
750 W Garza St, Slaton TX 79364
750 calle Garza oeste
Room: Community room
Sala: Salón Comunitario

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Texas Tech University Student Recreation Center
Universidad de Texas Tech Centro de Recreación para Estudiantes
Texas Tech Campus
Campus de Texas Tech
Hartford Ave & Main Street, Lubbock, TX 79409
Calles avenida Hartford y calle Main

Dates: Mon, April 22 – Tues, April 30
Fechas: lunes, 22 de abril - martes, 30 de abril
Times: 8:00 AM - 8:00 PM
horas:

***Closed Saturday and Sunday**
**** Cerrado sábado y domingo***

Exhibit C (Anexo C)

NOTICE OF SPECIAL ELECTION *(AVISO DE ELECCIÓN ESPECIAL)*
CITY OF LUBBOCK 2024 SPECIAL MUNICIPAL ELECTION
(ELECCIÓN ESPECIAL MUNICIPAL 2024, DE LA CIUDAD DE LUBBOCK)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on **May 4, 2024**, for voting in a general election to elect: *(Notifiquese, por las presente, que las casillas electorales sitados abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 4* ***de mayo de 2024*** *para votar en la Elección Especial pàra elegir:)*

COUNCIL MEMBER, DISTRICT 3 — UNEXPIRED TERM
CONCEJAL MUNICIPAL, DISTRITO 3 — *(PERÍODO NO VENCIDO)*

Voting by personal appearance will be conducted on Election Day at: *(La votación en persona,el dia de Elección, se llevará a cabo en)*

See **Exhibit A** *(Vea* ***Anexo A)***

Early voting by personal appearance will be conducted at: *(La votación adelantada en persona se llevará a cabo en)*

See **Exhibit B** *(Vea* ***Anexo B)***

Applications for ballot by mail shall be mailed to: *(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)*

Early Voting Clerk *(Secretario para la Votación Adelantada)*
Roxzine Stinson
Official Mailing Address: Lubbock County Elections Administrator
P.O. Box 10536, Lubbock, Texas 79408
Physical Address: Lubbock County Elections Administrator
1308 Crickets Avenue
Lubbock, TX 79408
E-mail Address: votelubbock@lubbockcounty.gov
Phone Number: (806) 775-1339
Fax Number: (806) 775-7980
Website Address: https://www.votelubbock.org/

Issued this the 23rd day of January, 2024.
(Emitada este dia 23 de enero, 2024.)

TRAY PAYNE, MAYOR *(Alcalde)*

ATTEST:

Courtney Paz, City Secretary *(Secretario Municipal)*

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney *(Asesora Legal Municipal Adjunto)*

AI# 12233
Regular City Council Meeting
01/23/2024:

7. 1.

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Community Development & Services Board.

Item Summary

Consider appointments to the Community Development & Services Board.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 12226
Regular City Council Meeting 7. 2.
01/23/2024:

Information

Agenda Item

Resolution - Planning: Consider a resolution receiving a final report from the Amortization and Strategic Downzoning Study Committee (ASDSC), regarding amortization and strategic downzoning.

Item Summary

On October 24, 2023, the City Council approved the creation of a 7-member citizen committee with 3 general charges:

1) to study the concept of amortization as a tool for possible incorporation in the City of Lubbock Unified Development Code;
2) to assess the extent and negative effect, if any, of abandoned industrial blight or underutilized properties on nearby residents; and
3) whether to use strategic downzoning as a strategy or tool.

On November 7, 2023, the Mayor and City Council members each appointed one citizen to the committee.

The Amortization and Strategic Downzoning Study Committee (ASDSC) convened 4 times in public forum. These meetings occurred on November 17, 2023, December 4, 2023, December 18, 2023, and January 3, 2024. The committee's report with recommendations is attached.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Kristen Sager, Director of Planning
Amortization and Strategic Downzoning Study Committee

Attachments

Resolution - ASDSC Report
ASDSC Final Report - Signed

RESOLUTION

WHEREAS, the City Council of the City of Lubbock (the "Council") created a committee on October 24, 2023 through Resolution No. 2023-R0532, later named the Amortization and Strategic Downzoning Study Committee (the "Committee"), for the purpose of considering several zoning matters within the City of Lubbock;

WHEREAS, the Committee was tasked to deliver a final recommendation of its findings to the Council no later than the second regular council meeting in March of 2024;

WHEREAS, at the Committee meeting on January 3, 2024 the Committee discussed and voted to make final recommendations to Council regarding zoning matters under the Committees review, said recommendations are attached as Exhibit "A" and incorporated herein; and **NOW, THEREFORE:**

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

THAT the final recommendations of the Committee are hereby received by the City Council. Said recommendations are attached hereto and incorporated within this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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. Receipt of ASDSC final report
1.5.24

City of Lubbock TEXAS

DATE: January 23, 2024

TO: The Honorable Mayor and City Council of the City of Lubbock

FROM: Thomas Parker, Chairman, Amortization and Strategic Downzoning Study Committee

SUBJECT: Final Recommendations

On October 24, 2023, the City Council approved the creation of a seven-member citizen committee with three general charges: to study the concept of amortization as a tool for possible incorporation in the City of Lubbock Unified Development Code, to assess the extent and negative effect, if any, of abandoned industrial blight or underutilized properties on nearby residents, and whether to use strategic downzoning as a strategy or tool. On November 7, 2023, the Mayor and Councilmembers each appointed one citizen to the Committee. The Amortization and Strategic Downzoning Study Committee (ASDSC) convened four times in public forum. These meetings occurred on November 17, 2023, December 4, 2023, December 18, 2023, and January 3, 2024.

The Committee's recommendations are as follows:

1. Recommend the City Council take no action on the item of amortization
    - Approved by a vote of 3-2-0

Texas Senate Bill 929 (SB 929), currently allows the City to use amortization. Since SB 929 already allows amortization, there is no reason to add language to the Unified Development Code regarding amortization, which could potentially conflict with state law. The Committee's charge was to recommend whether or not City Council should use amortization. Their recommendation is the City take no action on the topic of amortization.

2. Recommend that City staff move forward with the CIP to conduct a Zoning Map Analysis
    - Approved by a vote of 5-0-0

There are properties that may have inappropriate zoning, or zoning that is of a higher intensity than the existing use, where it may be appropriate to rezone to a more restrictive zoning district. If a business that is legally operating within its current zoning district is rezoned to a more restrictive district, making the existing use non-conforming, the business will be allowed to continue in perpetuity, provided it does not cease operating for a continuous period of more than 12 months.

Thomas Parker, Chairman

Thomas Parker, Chairman

AI# 12220
Regular City Council Meeting 7. 3.
01/23/2024:

Information

Agenda Item

Public Hearing - Finance: Hold a public hearing and consider a resolution reauthorizing City fees charged as a condition of constructing, renovating, or remodeling a residential or commercial structure, at least once every ten years.

Item Summary

H. B. 1922 was approved in the 88th Regular Session of the Texas Legislature. The bill adds Section 214.908 to the Local Government Code. The bill abolishes building permit fees on the 10th anniversary after the fees are adopted or most recently authorized, unless the governing body of the municipality that adopted or reauthorized the fees:

1. Holds a public hearing on the reauthorization of the fees; and
2. Reauthorizes the fees by vote of the governing body.

This public hearing complies with the first requirement above.
Approval of the attached resolution and Appendix A complies with the second requirement above.

Fiscal Impact

None

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution Reauthorizing Building Permit Fees
Appendix_A - Building_Permit_and_related_fees

RESOLUTION

WHEREAS, the City of Lubbock ("City") maintains a fee schedule containing building permit related fees; and

WHEREAS, H.B. No. 1922, effective January 1, 2024, requires that a city's governing body must hold a public hearing and vote to reauthorize any city fee charged as a condition of constructing, renovating, or remodeling a residential or commercial structure at least once every ten years; and

WHEREAS, the City desires to reauthorize all building permit related fees.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT:

SECTION 1. The City Council held a properly noticed public hearing at the regular City Council Meeting on January 23, 2024 at _____ ___.m.

SECTION 2. The building permit related fees reflected in Appendix A are hereby reauthorized.

SECTION 3. This Resolution shall be effective immediately upon adoption.

SECTION 4. If any provision of this Resolution is found by a court of competent jurisdiction to be void or unenforceable, such void or unenforceable provision shall be severed as though it never formed a part of this Resolution, and all other provisions hereof shall remain in full force and effect.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

RES.BUILDING FEES READOPTION RESOLUTION

Appendix A
City of Lubbock, TX
Building Permit Fees and Related Fees
January 23, 2024

Account Number	Account Fee	Fee Description	FY 2023-24 Rate		Legal Authority
BUILDING SAFETY FEES					
6222	LIC-BUILDING PERMITS	New Residential	0.11 per sqft		Code of Ordinance Article 28.05.022; Article 28.05 Division 3; Articles 28.06.008; 28.06.009; 28.06.010; 28.08.002; and 28.14.003
6222	LIC-BUILDING PERMITS	Commercial Remodel	2.25 per $1k val		Code of Ordinance Article 28.05.022; Article 28.05 Division 3; Articles 28.06.008; 28.06.009; 28.06.010; 28.08.002; and 28.14.003
6222	LIC-BUILDING PERMITS	Building permit (min)	50		Code of Ordinance Article 28.05.022; Article 28.05 Division 3; Articles 28.06.008; 28.06.009; 28.06.010; 28.08.002; and 28.14.003
6222	LIC-BUILDING PERMITS	Investigative Inspection Fee (FY 21-22 includes Cert of Occupancy Fee)	120		Code of Ordinance Article 28.06.010
6222	LIC-BUILDING PERMITS	Residential Remodel (Eliminated per valuation 5/2019)	0.11 per sqft		Code of Ordinance Article 28.05.022; Article 28.05 Division 3; Articles 28.06.008; 28.06.009; 28.06.010; 28.08.002; and 28.14.003
6222	LIC-BUILDING PERMITS	Commercial Plan Review Fee	25% of Building Permit Fee		Code of Ordinance Article 28.05.108
6222	LIC-BUILDING PERMITS	New Commercial	0.2 per sqft		Code of Ordinance Article 28.05.022; Article 28.05 Division 3; Articles 28.06.008; 28.06.009; 28.06.010; 28.08.002; and 28.14.003
6222	LIC-BUILDING PERMITS	Residential Addition	0.11 per sqft		Code of Ordinance Article 28.05.022; Article 28.05 Division 3; Articles 28.06.008; 28.06.009; 28.06.010; 28.08.002; and 28.14.003
6222	LIC-BUILDING PERMITS	Commercial Addition	0.2 per sqft		Code of Ordinance Article 28.05.022; Article 28.05 Division 3; Articles 28.06.008; 28.06.009; 28.06.010; 28.08.002; and 28.14.003
6223	LIC-ELECTRICAL PERMITS	Electrical Permit (min)	50		Code of Ordinance Article 28.12.254
6223	LIC-ELECTRICAL PERMITS	New Construction	0.06 per sqft		Code of Ordinance Article 28.12.254
6224	LIC-PLUMBING PERMITS	Plumbing Permit (min)	50		Code of Ordinance Articles 28.10.003 and 28.15.003
6224	LIC-PLUMBING PERMITS	New Construction	0.06 per sqft		Code of Ordinance Articles 28.10.003 and 28.15.003
6225	LIC-MECHANICAL PERMITS	Mechanical Permit (min)	50		Code of Ordinance Article 28.11.003
6225	LIC-MECHANICAL PERMITS	New Construction	0.06 per sqft		Code of Ordinance Article 28.11.003
6240	LIC-CONTRACTOR REGISTRATION	Permit: Renewal	75		Code of Ordinance Article 28.04.008
6222	LIC-BUILDING PERMITS	Permit: Renewal(Building Permit)	50% of Building Permit Fee		Code of Ordinance Article 28.05.017
6223	LIC-ELECTRICAL PERMITS	Permit: Renewal(Electrical Permit)	50% of Electrical Permit Fee		Code of Ordinance Article 28.05.017
6224	LIC-PLUMBING PERMITS	Permit: Renewal(Plumbing Permit)	50% of Plumbing Permit Fee		Code of Ordinance Article 28.05.017
6225	LIC-MECHANICAL PERMITS	Permit: Renewal(Mechanical Permit)	50% of Mechanical Permit Fee		Code of Ordinance Article 28.05.017
6222	LIC-BUILDING PERMITS	Building Permit: Transfer (Scope Unchanged)	Original Permit Fee or $250 Max		Code of Ordinance Article 28.05.022 (b)
6223	LIC-ELECTRICAL PERMITS	Electrical Permit: Transfer (Scope Unchanged)	Original Permit Fee or $250 Max		Code of Ordinance Article 28.05.022 (b)
6224	LIC-PLUMBING PERMITS	Plumbing Permit: Transfer (Scope Unchanged)	Original Permit Fee or $250 Max		Code of Ordinance Article 28.05.022 (b)
6225	LIC-MECHANICAL PERMITS	Mechanical Permit: Transfer (Scope Unchanged)	Original Permit Fee or $250 Max		Code of Ordinance Article 28.05.022 (b)
6222	LIC-BUILDING PERMITS	Reinspections (Red Tag - 1st Reinspection)	30		Code of Ordinance Article 28.05.105
6223	LIC-ELECTRICAL PERMITS	Reinspections (Red Tag - 1st Reinspection)	30		Code of Ordinance Article 28.05.105
6224	LIC-PLUMBING PERMITS	Reinspections (Red Tag - 1st Reinspection)	30		Code of Ordinance Article 28.05.105
6225	LIC-MECHANICAL PERMITS	Reinspections (Red Tag - 1st Reinspection)	30		Code of Ordinance Article 28.05.105
6222	LIC-BUILDING PERMITS	Reinspections (Red Tag - 2nd Reinspection)	45		Code of Ordinance Article 28.05.105
6223	LIC-ELECTRICAL PERMITS	Reinspections (Red Tag - 2nd Reinspection)	45		Code of Ordinance Article 28.05.105
6224	LIC-PLUMBING PERMITS	Reinspections (Red Tag - 2nd Reinspection)	45		Code of Ordinance Article 28.05.105
6225	LIC-MECHANICAL PERMITS	Reinspections (Red Tag - 2nd Reinspection)	45		Code of Ordinance Article 28.05.105
6222	LIC-BUILDING PERMITS	Reinspections (Red Tag - 3rd Reinspection)	60		Code of Ordinance Article 28.05.105
6223	LIC-ELECTRICAL PERMITS	Reinspections (Red Tag - 3rd Reinspection)	60		Code of Ordinance Article 28.05.105
6224	LIC-PLUMBING PERMITS	Reinspections (Red Tag - 3rd Reinspection)	60		Code of Ordinance Article 28.05.105
6225	LIC-MECHANICAL PERMITS	Reinspections (Red Tag - 3rd Reinspection)	60		Code of Ordinance Article 28.05.105
6222	LIC-BUILDING PERMITS	Reinspections (Red Tag - 4th and Subsequent)	75		Code of Ordinance Article 28.05.105
6223	LIC-ELECTRICAL PERMITS	Reinspections (Red Tag - 4th and Subsequent)	75		Code of Ordinance Article 28.05.105
6224	LIC-PLUMBING PERMITS	Reinspections (Red Tag - 4th and Subsequent)	75		Code of Ordinance Article 28.05.105
6225	LIC-MECHANICAL PERMITS	Reinspections (Red Tag - 4th and Subsequent)	75		Code of Ordinance Article 28.05.105
6222	LIC-BUILDING PERMITS	Work Without a Permit (One Location Involved)	200% of Permit Fee		Code of Ordinance Article 28.05.106

Appendix A
City of Lubbock, TX
Building Permit Fees and Related Fees
January 23, 2024

Account Number	Account Fee	Fee Description	FY 2023-24 Rate	Legal Authority
6223	LIC-ELECTRICAL PERMITS	Work Without a Permit (One Location Involved)	200% of Permit Fee	Code of Ordinance Article 28.05.106
6224	LIC-PLUMBING PERMITS	Work Without a Permit (One Location Involved)	200% of Permit Fee	Code of Ordinance Article 28.05.106
6225	LIC-MECHANICAL PERMITS	Work Without a Permit (One Location Involved)	200% of Permit Fee	Code of Ordinance Article 28.05.106
6222	LIC-BUILDING PERMITS	Work Without a Permit (Second Location Involved)	300% of Permit Fee	Code of Ordinance Article 28.05.106
6223	LIC-ELECTRICAL PERMITS	Work Without a Permit (Second Location Involved)	300% of Permit Fee	Code of Ordinance Article 28.05.106
6224	LIC-PLUMBING PERMITS	Work Without a Permit (Second Location Involved)	300% of Permit Fee	Code of Ordinance Article 28.05.106
6225	LIC-MECHANICAL PERMITS	Work Without a Permit (Second Location Involved)	300% of Permit Fee	Code of Ordinance Article 28.05.106
6222	LIC-BUILDING PERMITS	Work Without a Permit (Third and Subsequent Locations Involved)	400% of Permit Fee	Code of Ordinance Article 28.05.106
6223	LIC-ELECTRICAL PERMITS	Work Without a Permit (Third and Subsequent Locations Involved)	400% of Permit Fee	Code of Ordinance Article 28.05.106
6224	LIC-PLUMBING PERMITS	Work Without a Permit (Third and Subsequent Locations Involved)	400% of Permit Fee	Code of Ordinance Article 28.05.106
6225	LIC-MECHANICAL PERMITS	Work Without a Permit (Third and Subsequent Locations Involved)	400% of Permit Fee	Code of Ordinance Article 28.05.106
6222	LIC-BUILDING PERMITS	Commercial Plan Review Fee (2nd & Subsequent)	5% of "Master" Permit Fee	Code of Ordinance Article 28.05.108
6222	LIC-BUILDING PERMITS	Demolition	50	Code of Ordinance Article 28.06.10
6222	LIC-BUILDING PERMITS	Commercial Building - Shell	0.1 per sqft	Code of Ordinance Article 28.05.022; Article 28.05 Division 3; Articles 28.06.008; 28.06.009; 28.06.010; 28.08.002; and 28.14.003
6222	LIC-BUILDING PERMITS	Commercial Building - Tenant Finish Out	0.1 per sqft	Code of Ordinance Article 28.05.022; Article 28.05 Division 3; Articles 28.06.008; 28.06.009; 28.06.010; 28.08.002; and 28.14.003
PLANNING FEES				
6254	FEE-GROUP HOME PERMITS	Group Home Permits	30	
6401	FEE-ZONING CHANGE FEE	Certificates of Appropriateness	50	Texas Administrative Code Title 1 Part 3 Chapter 70 Rule 70.3
6401	FEE-ZONING CHANGE FEE	Variances that go to UDHPC (Design Stds)	250	
6401	FEE-ZONING CHANGE FEE	Application fees for Administrative Appeal requests to the Zoning Board of Adjustment.	200	
6401	FEE-ZONING CHANGE FEE	Application fees for zone change requests to Board of Adjustment - Commercial.	500	Code of Ordinance Article 40.01.005(a)(2), 40.02.053(a), 40.02.053(b)
6401	FEE-ZONING CHANGE FEE	Application fees for zone change requests - 1st acre plus $5 for each additional acre.	500 +5/acre	Code of Ordinance Article 40.01.005(a)(2), 40.02.053(a), 40.02.053(b)
6412	FEE-ZONING PLATTING FEES	Final Plat Fee for 1 acre plus $55/acre over 1 acre - Maximum fee of $5,000.	350 (1 Acre) + 55/acre over 1	Code of Ordinance Article 38.01.004(c)(2); Ordinance 8248
6412	FEE-ZONING PLATTING FEES	Amended Plats	250	Texas Administrative Code Title 1 Part 3 Chapter 70 Rule 70.3
6412	FEE-ZONING PLATTING FEES	Plat Vacations	200	Texas Administrative Code Title 1 Part 3 Chapter 70 Rule 70.3
6412	FEE-ZONING PLATTING FEES	Voluntary/Petition Annexation Requests	1500	Texas Administrative Code Title 1 Part 3 Chapter 70 Rule 70.3
6412	FEE-ZONING PLATTING FEES	Preliminary plat fee for 1 acre plus $35 per acre over 1 acre - Maximum fee of $7,000.	150 +35/acre	Code of Ordinance Article 38.01.004(c)(2); Ordinance 8248
6413	FEE-ZONING COPY FEE	Zoning Verification Letters	50	Texas Administrative Code Title 1 Part 3 Chapter 70 Rule 70.3
ENGINEERING FEES				
DEPT-NEW/SUB/OUTSIDE ENG	6473	Water Testing and Inspection Fee Base (Administrative Fee)	200.00	Code of Ordinance Chapter 36, Section 36.07.010
DEPT-NEW/SUB/OUTSIDE ENG	6473	Water Testing and Inspection Fee Rate (per Linear foot of pipe)	0.65	Code of Ordinance Chapter 36, Section 36.07.010
DEPT-NEW/SUB/OUTSIDE ENG	6473	Sewer Testing and Inspection Fee Base (Administrative Fee)	200.00	Code of Ordinance Chapter 36, Section 36.07.010
DEPT-NEW/SUB/OUTSIDE ENG	6473	Sewer Testing and Inspection Fee Rate (per Linear foot of pipe)	0.95	Code of Ordinance Chapter 36, Section 36.07.010
DEPT-NEW/SUB/OUTSIDE ENG	6473	Pavement Testing and Inspection Fee Base (Administrative Fee)	200.00	Code of Ordinance Chapter 36, Section 36.07.010
DEPT-NEW/SUB/OUTSIDE ENG	6473	Pavement Testing and Inspection Fee Rate (per Sq. YD of pavement) includes paved alleys	0.65	Code of Ordinance Chapter 36, Section 36.07.010
DEPT-NEW/SUB/OUTSIDE ENG	6473	Engineering Water Plan Review (Per Linear Foot - $100 min)	0.25	Code of Ordinance Chapter 36, Section 36.07.010
DEPT-NEW/SUB/OUTSIDE ENG	6473	Engineering Paving Plan Review (Per Linear Foot Curb and Gutter - $100 min)	0.50	Code of Ordinance Chapter 36, Section 36.07.010
DEPT-NEW/SUB/OUTSIDE ENG	6473	Engineering Sewer Plan Review (Per Linear Foot - $100 min)	0.30	Code of Ordinance Chapter 36, Section 36.07.010

Appendix A
City of Lubbock, TX
Building Permit Fees and Related Fees
January 23, 2024

Account Number	Account Fee	Fee Description	FY 2023-24 Rate		Legal Authority
DEPT-NEW/SUB/OUTSIDE ENG	6473	Drainage Analysis Review - by Rational Method	300.00		Code of Ordinance Chapter 36, Section 36.07.010
DEPT-NEW/SUB/OUTSIDE ENG	6473	Drainage Analysis Review - by Unit Hydrograph (i.e. models)	600.00		Code of Ordinance Chapter 36, Section 36.07.010
DEPT-NEW/SUB/OUTSIDE ENG	6473	Drainage Analysis Re-Review Fee (after 3rd Review)	100.00		Code of Ordinance Chapter 36, Section 36.07.010
DEPT-NEW/SUB/OUTSIDE ENG	6473	Engineering Cut and Fill plan review fee - $100 minimum for 1 acre or less, plus $25/additional acre with a max fee of $3500	25.00		Code of Ordinance Chapter 36, Section 36.07.010
DEPT-NEW/SUB/OUTSIDE ENG	6473	Engineering Grading plan review fee - $250 minimum for 1 acre or less, plus $25/additional acre with a max fee of $1000	25.00		Code of Ordinance Chapter 36, Section 36.07.010
7507	DEPT-ST & ALLEY PERM/OUT ENG	Engineering Plan Review	0.005		Code of Ordinance Chapter 36, Section 36.07.010
7507	DEPT-NEW/SUB/OUTSIDE ENG	Permit	0.06		Code of Ordinance Chapter 36, Section 36.07.010
FIRE SAFTEY FEES					
6220	LIC-UNDERGROUND STORAGE TANK PMT	Permits for the inspection of flammable liquid tank installation and removal sites: Flammable Liquid	150		Code of Ordinance Chapter 10, Section 10.01.002 and 10.06.076
6220	LIC-UNDERGROUND STORAGE TANK PMT	Permits for the inspection of flammable liquid tank installation and removal sites: Liquid Propane	50		Code of Ordinance Chapter 10, Section 10.01.002 and 10.06.076
6436	FEE-FIRE INSPECTIONS	Fee collected for reinspection after failed inpections	0.015 per square foot of area covered by system; min of $100		Ordinance 2018-O0109
6436	FEE-FIRE INSPECTIONS	Fee for fire alarm inspection	.01 per square foot of area covered by system; min of $100		Code of Ordinance Chapter 10, Section 10.01.003
6436	FEE-FIRE INSPECTIONS	Fee for automatic extinguishing system inspection in a building	.01 per square foot of area covered by system; min of $100		Code of Ordinance Chapter 10, Section 10.01.003
6436	FEE-FIRE INSPECTIONS	Fee for fire prevent device/systems in hospitals	$4 per bed; $275 min charge		Code of Ordinance Chapter 10, Section 10.01.003
6436	FEE-FIRE INSPECTIONS	Fee collected for resubmittal of plans post rejection	0.015 per square foot of area covered by system; min of $100		Ordinance 2018-O0109
6436	FEE-FIRE INSPECTIONS	Final Inspection - Fees collected for fire alarm, automatic extinguishing system permit, hydrant flow testing , hospital and nursing home inspection services.	.005 per square foot of area covered by system. Minimum charge of $100.		Ordinance 2018-O0110
6436	FEE-FIRE INSPECTIONS	Reinspection fee after failed fire inspection - Fees collected for fire alarm, automatic extinguishing system permit, hydrant flow testing , hospital and nursing home inspection services.me inspection services	.010 per square foot of area covered by system. Minimum charge of $100.		Ordinance 2018-O0111
6436	FEE-FIRE INSPECTIONS	Game Room permit inspection and reinspection fee-Fee is to recover some of the inspectors time and reduce re-inspections for this annual permit inspection.	100		Ordinance 2018-O0112
6436	FEE-FIRE INSPECTIONS	Day Care annual inspection and reinspection fee -Fee is to recover some of the inspectors time and reduce re-inspections for this annual permit inspection.	100		Ordinance 2018-O0113
6436	FEE-FIRE INSPECTIONS	Fee for fire prevent device/systems in nursing homes	$4 per bed; $275 min charge		Code of Ordinance Chapter 10, Section 10.01.003

AI# 12176
Regular City Council Meeting 7. 4.
01/23/2024:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2024-O0010, for Zone Case 3058-G, a request of Seventeen Services, LLC. for Tommy Ford, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 7201 50th Street, located south of 50th Street and east of Upland Avenue, on 6.192 acres of unplatted land out of Block AK, Section 35, and consider an ordinance.

Item Summary

On January 9, 2024, the City Council approved the first reading of the ordinance by a vote of 6-1.

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 December 7, 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

Ordinance - 3058-G
Staff Report - 3058-G
Documentation - 3058-G

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. 3058-G; A ZONING CHANGE FROM SF-2 TO AC ZONING DISTRICT AT 7201 50TH STREET, LOCATED SOUTH OF 50TH STREET AND EAST OF UPLAND AVENUE, ON 6.192 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, 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. 3058-G

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 **SF-2** to **AC** zoning district at **7201 50th Street, located south of 50th Street and east of Upland Avenue, on 6.192 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

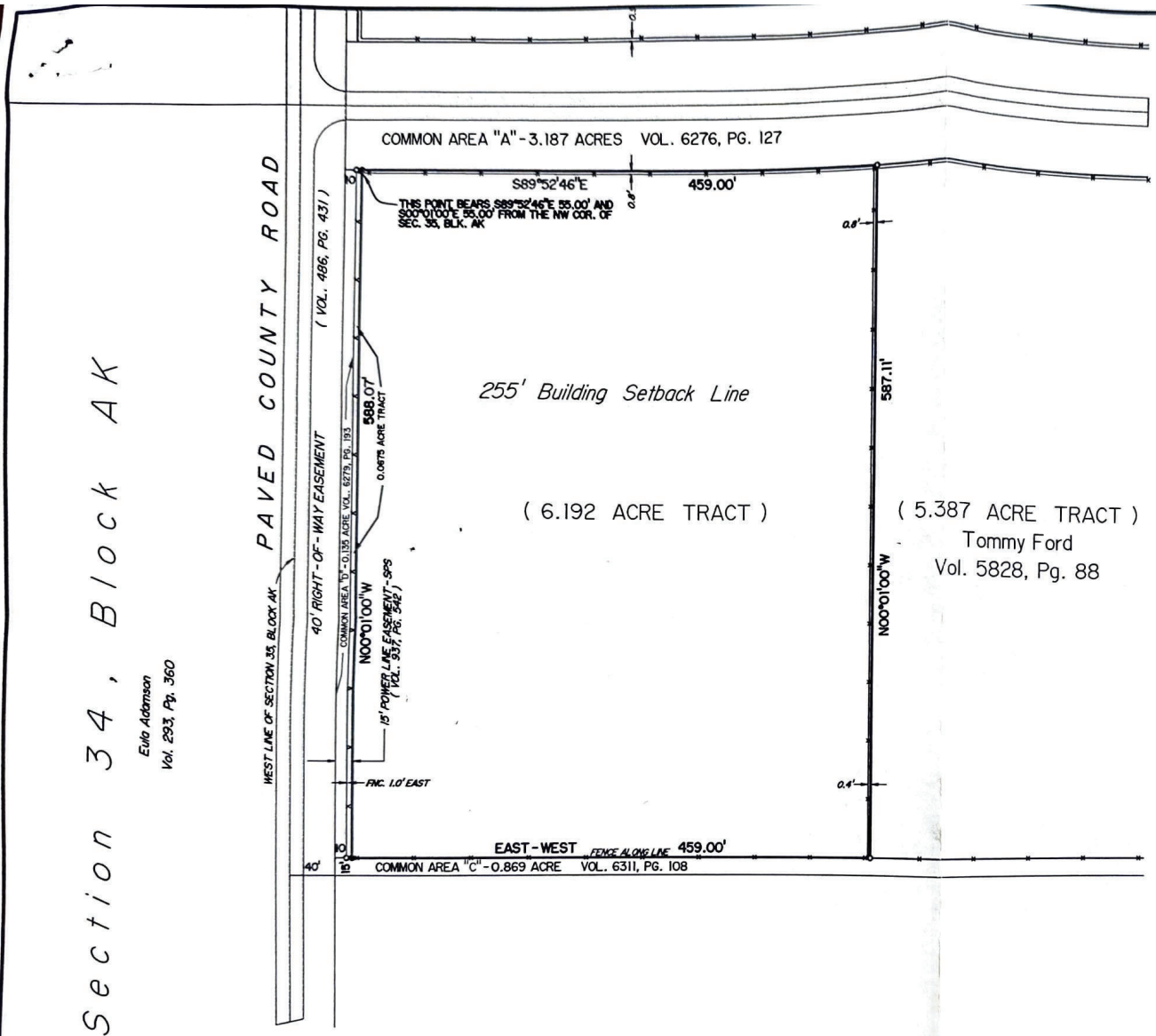
APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3058-G
December 7, 2023

PERIMETER SURVEY OF A 6.192 ACRE TRACT OF LAND LOCATED IN SECTION 35, BLOCK AK

LUBBOCK COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION of a 6.192 acre tract of land located in Section 35, Block AK, Lubbock County, Texas, being a portion of a 76.144 acre tract surveyed by Hugo Reed & Associates, Inc., on December 16, 1997, said 6.192 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with set in the South line of a 3.187 acre tract, for the Northeast corner of a 0.0675 acre tract and the Northwest corner of this tract, which bears S. 89°52'46" E., a distance of 55.00 feet and S. 00°01'00" E., a distance of 55.00 feet from the Northwest corner of said Section 35, Block AK, Lubbock County, Texas;

THENCE N. 89°52'46" W., along the South line of said 3.187 acre tract a distance of 459.00 feet to a ½" iron rod with cap found at the Northwest corner of a 5.387 acre tract and the Northeast corner of this tract;

THENCE S. 00°01'00" E., along the West line of said 5.387 acre tract, a distance of 587.11 feet to a ½" iron rod with cap found in the North line of a 0.869 acre tract, at the Southwest corner of said 5.387 acre tract and the Southeast corner of this tract;

THENCE West, along the North line of said 0.869 acre tract, a distance of 459.00 feet to a ½" iron rod with cap set for the Southeast corner of said 0.0675 acre tract and the Southwest corner of this tract;

THENCE N. 00°01'00" W., along the East line of said 0.0675 acre tract, a distance of 588.07 feet to the Point of Beginning.

CERTIFICATION TO: Estates Trust, Inc.

I, Robert A. Christopher, Texas Registered Professional Land Surveyor No. 5167, do hereby certify that this survey was made on the ground and is in substantial compliance with Standard TREC Contract Form No. 20-5. As graphically plotted this property does not lie within a special flood hazard area as shown on Panel 290 of 500 of the FIRM for Lubbock County, Texas and incorporated areas, Map No. 48303C0290 D, effective date September 18, 2002, **ZONE X**.

March 21, 2003

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

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS CIVIL ENGINEERS
1601 AVENUE N LUBBOCK, TEXAS 79401
PHONE : (806) 763-5642 FAX : (806) 763-3891

Copyright 2003, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

SCALE : 1"=100'
CONTROL MONUMENTS AS FOUND & SHOWN
o - FD. 1/2" ROD w/CAP
• - SET 1/2" ROD w/CAP
BEARINGS RELATIVE TO SURVEY OF 76.144 ACRE TRACT SURVEYED BY HUGO REED & ASSOC., INC., DATED 12/16/97
230697/RAC

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

Planning Department
City of Lubbock

Staff Report	Zone Case 3058-G
City Council	January 9, 2024

Applicant Seventeen Services, LLC

Property Owner Tommy Ford

Council District 5

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- January 1, 1999, Ordinance No. 010117: The subject property was annexed into the city limits and zoned Transition District (T).
- October 13, 2006, Ordinance No. 2006-O0057, Zone Case 3058: The subject property was rezoned from Transition District (T) to Single Family District (R-1) Specific Use for Residential Estates.
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from R-1 Specific Use for Residential Estates to Low-Density Single-Family (SF-2) with the adoption of the Unified Development Code.
- December 7, 2023, Zone Case 3058-G: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to Auto-Urban Commercial District (AC) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 12
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History
This property consist of 6.192 acres of unplatted land out of Block AK, Section 35, and is currently vacant.

Adjacent Property Development
There is vacant land north, west, and south of this property, with single-family residences to the east. Property to the east, south, and west is zoned Low Density Single-Family (SF-2). The property to the north is zoned Auto-Urban Commercial (AC).

Item Summary
The subject property is located at 7201 50th Street, located south of 50th Street and east of Upland Avenue, on 6.192 acres of unplatted land out of Block AK, Section 35. The applicant is requesting to rezone the property from Low Density Single-Family (SF-2) to Auto-Urban Commercial (AC).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Auto-Urban Commercial (AC)**

Purpose Statements
The purpose of the Low Density Single-Family (SF-2) district, is to provide two types of residential subdivisions:

A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.
B. Cluster. Clustering of smaller-sized lots for dwellings with in increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district

while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection."

The purpose of the requested Auto-Urban Commercial (AC) district is "to provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity."

Traffic Network/Infrastructure Impacts

The location is along 50th Street, and Upland Avenue which are designated as Principal Arterials by the Master Thoroughfare Plan, 2018. Arterial streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. The subject property is located on the corner of two principal arterial streets and would provide a buffer from those streets to future residential development in the area.

Conformance with the Comprehensive Plan Principles and Future Land Use Map

The future land use map designates the northwest corner of this property for commercial land uses and the remainder of the property for low-density residential land uses. The proposed zone change to AC would be in partial conformance with the Future Land Use Plan and the Comprehensive Plan Principles.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located on the corner of two principal arterial streets.

Suitability of Property for Allowed Uses

Additional infrastructure improvements will be necessary, as the property has not been platted.

Attachments

A. Case Information
B. Thoroughfare Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Replies

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3058-G

Allowable Uses: Auto-Urban Commercial District (AC)

Transportation: The proposed development points of access from 50th Street and Upland Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
50th Street, *Principal Arterial, Incomplete*	R.O.W. 110 feet, three-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
Upland Avenue, *Principal Arterial, incomplete*	R.O.W. 80 feet, two-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: Additional hydrants and points of access could be required based on occupancy type, square footage, and generally what gets built on this property.

Draft Planning and Zoning Commission Minutes

District 5

3.1 **Zone Case 3058-G:** Seventeen Services, LLC., for Tommy Ford, request for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at:

- 7201 50th Street, located south of 50th Street and east of Upland Avenue, on 6.192 acres of unplatted land out of Block AK, Section 35.

PLANNER GREG HERNANDEZ stated there were twelve (12) notifications sent out and one (1) returned in favor and zero (0) returned in opposition. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommends approval of the request.

APPLICANT TYLER GENTRY, 1500 Broadway, Suite 203, representing Seventeen Services, LLC, was available for questions.

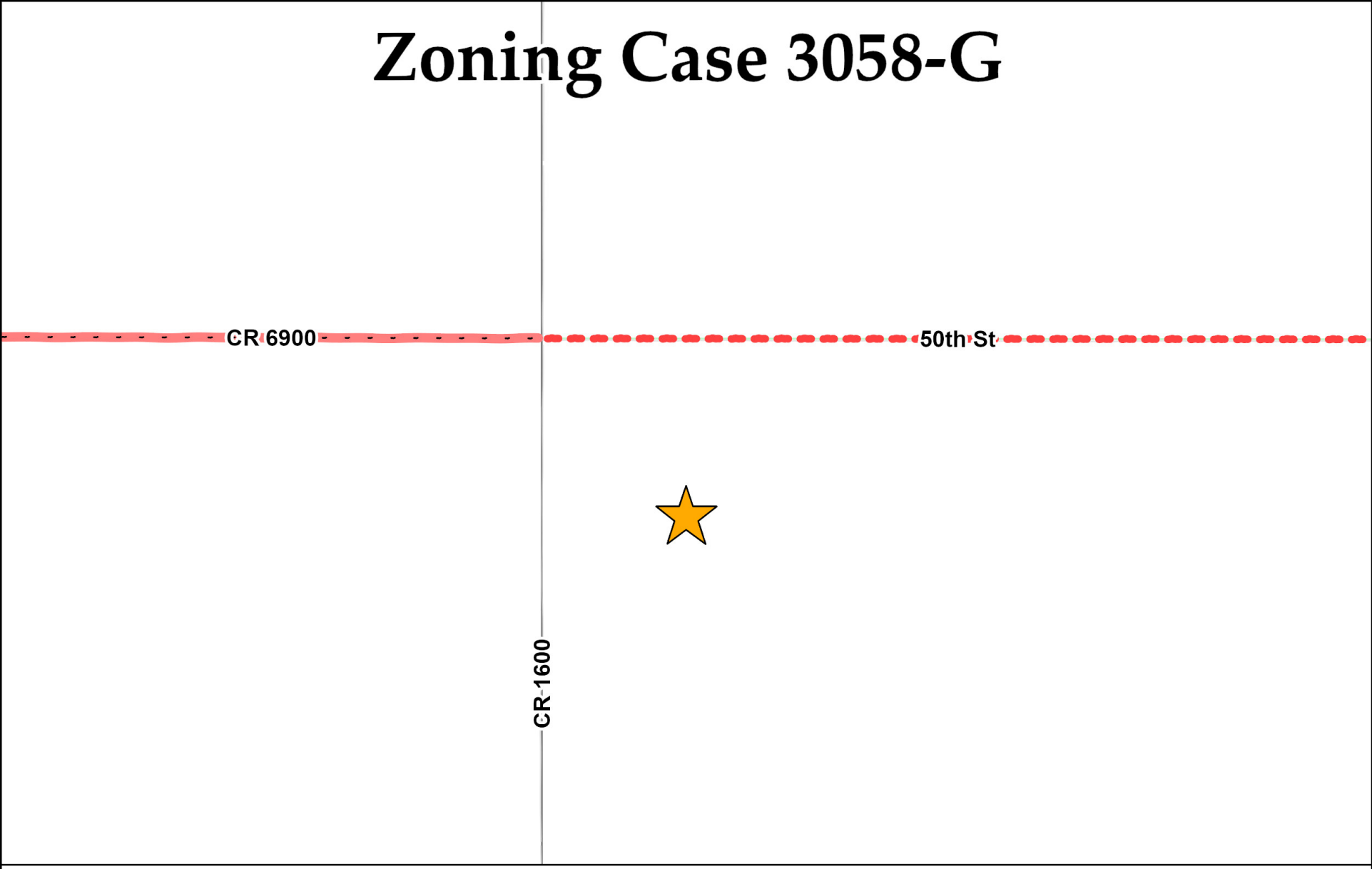
TOMMY FORD, 7125 50th Street, owner of the property, was available for questions.

TANNER NOBLE inquired if there was a plan for the property, and **MR. GENTRY** replied in the negative, adding the owner simply knows there won't be a use for residential zoning on this parcel.

No one spoke in favor or in opposition of the request.

In the matter of **Zone Case 3058-G,** a motion was made by **JORDAN WHEATLEY** and seconded by **BRANDON HARDAWAY** 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 3058-G



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

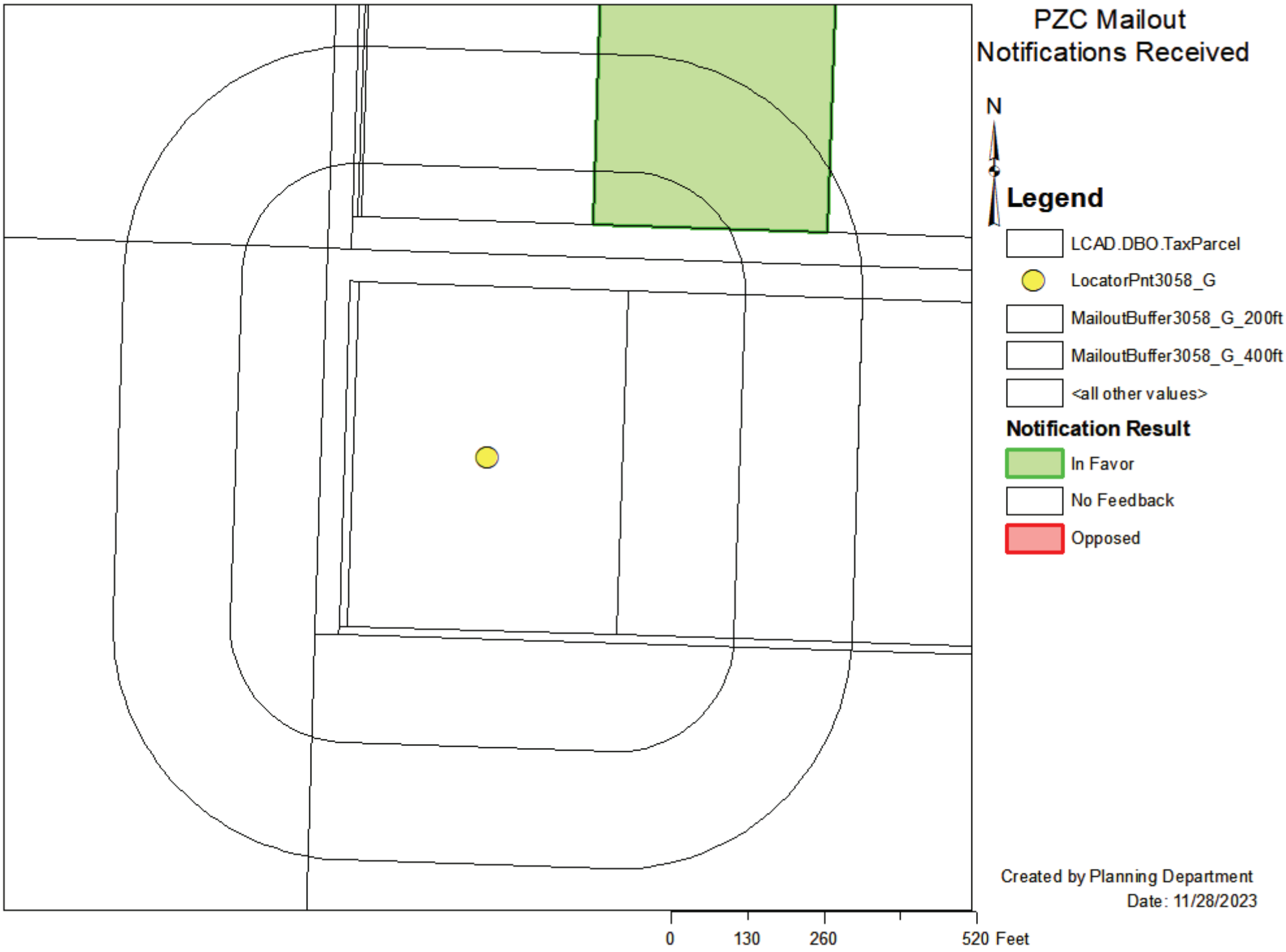
Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: November 2023


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
LocatorPnt3058_G
MailoutBuffer3058_G_200ft
MailoutBuffer3058_G_400ft
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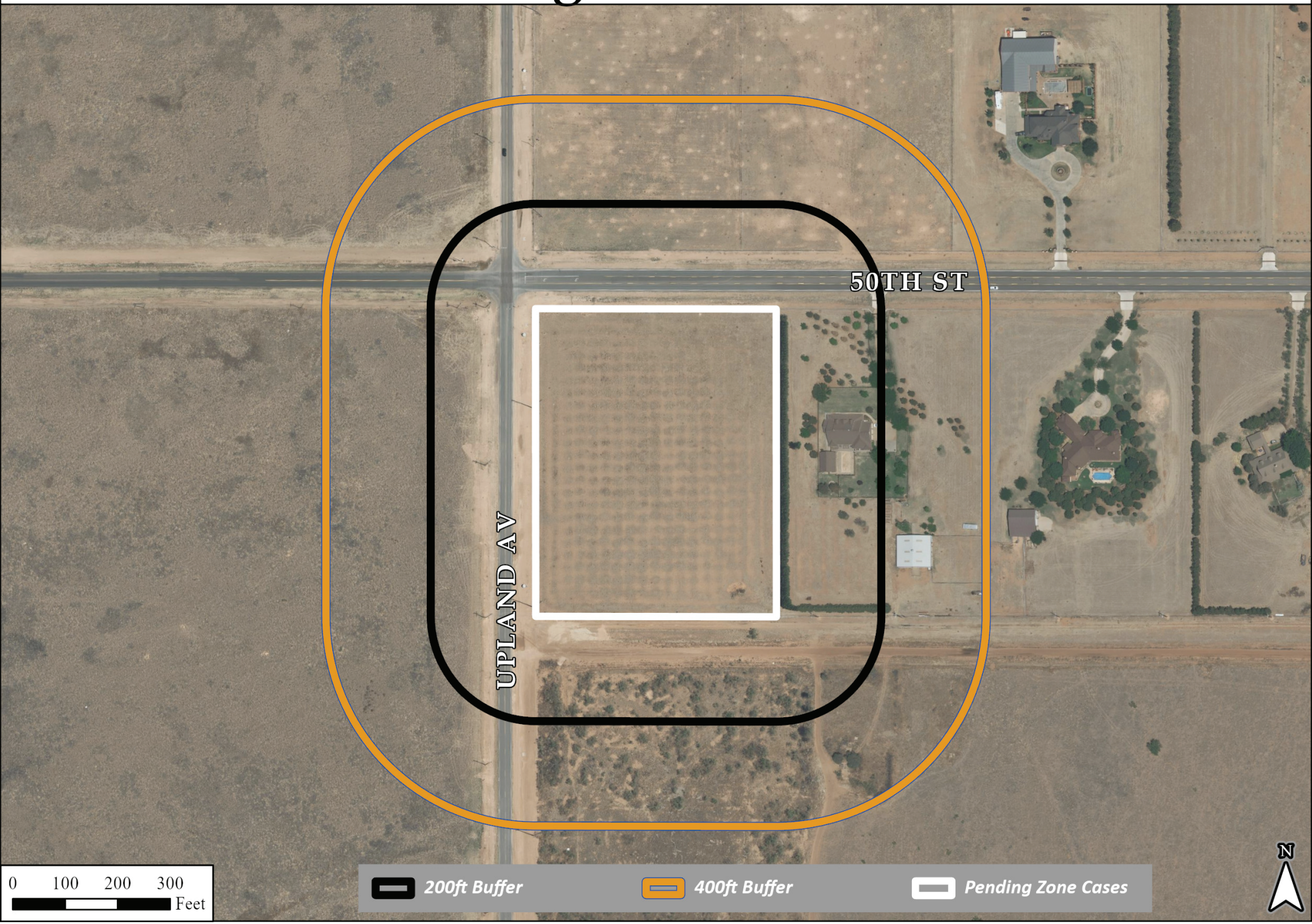
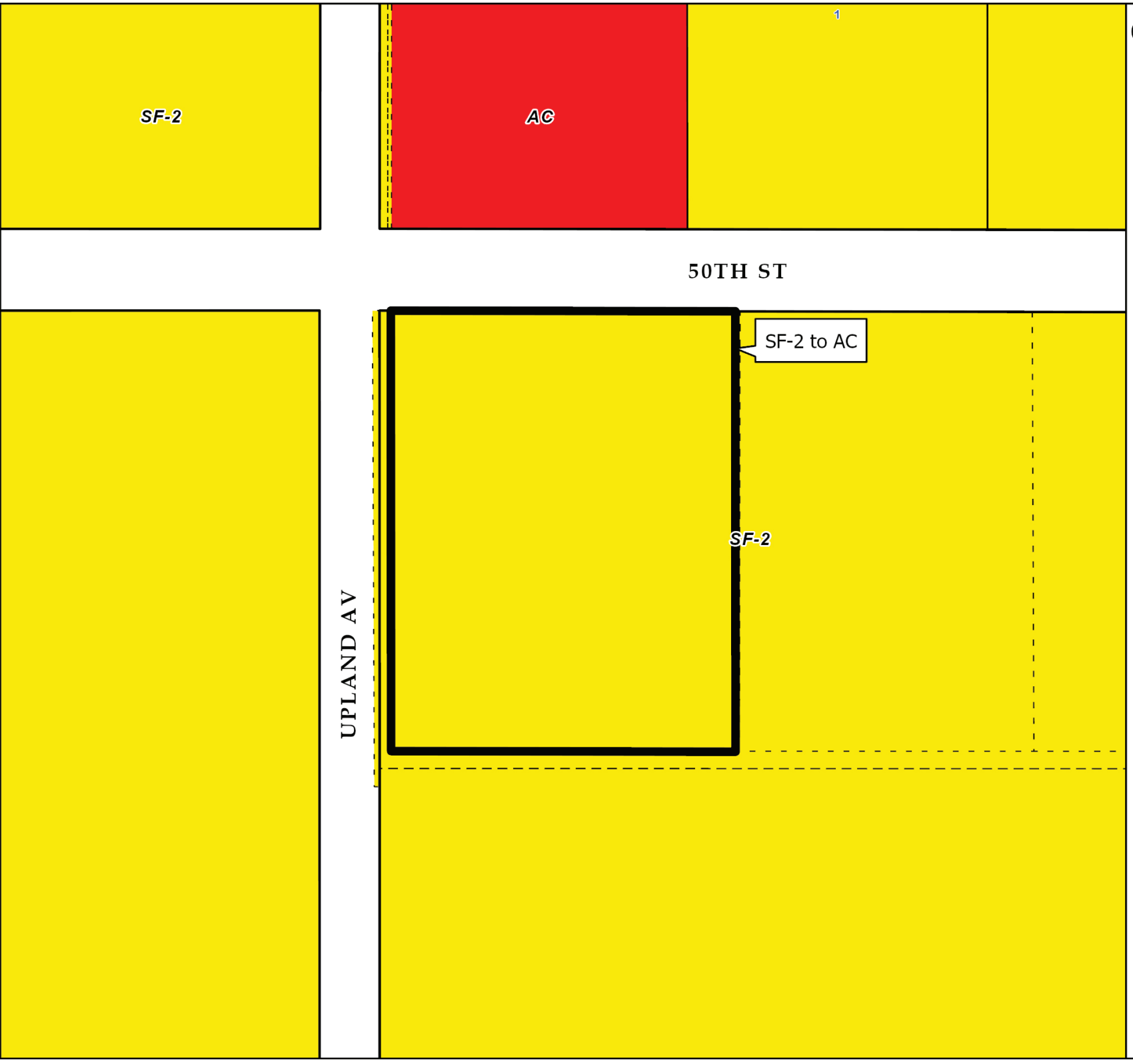
No Feedback
Opposed
Created by Planning Department
Date: 11/28/2023
0
130
260
520 Feet

Zoning Case 3058-G





Current Zoning
3058-G

Zoning Districts

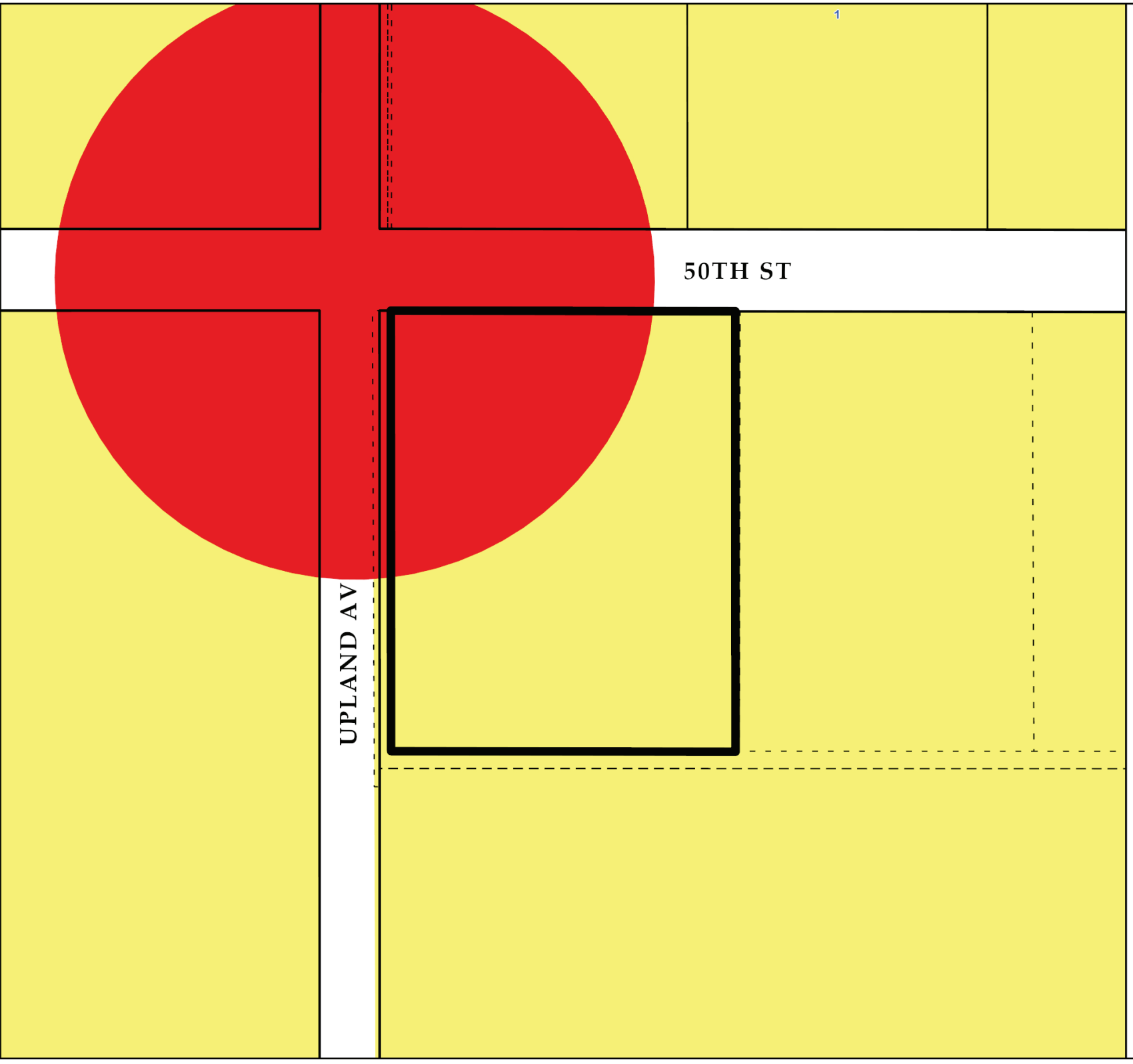
- Auto-Urban Commercial (AC)
- Low Density Single Family (SF-2)

N

0 50 100 150 200
Feet

City of Lubbock TEXAS

Date Exported: November 2023



Future Land Use Plan
Case 3058-G

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: November 2023

3058-G

View of subject property to the east.

View to the west.

View to the north.

View to the south.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 50th and Upland ; R301126

Lots/Tracts: BLK AK SEC 35 AB 230 TR 9J

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 6.192

Existing Land Use: Vacant Land Existing Zoning: R1

Requested Zoning: AC

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services, LLC

Name: Tyler Gentry

Address: 1500 Broadway Suite 203 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-787-8533 Email: michelle@17services.com

Applicant's Signature: _____

Date: 10/23/2023 Printed Name: Tyler Gentry

Owner Information

Firm Name: Tommy Ford

Owner: Tommy Ford

Address: 7125 50th St. City: Lubbock State: Texas

ZIP Code: 79407 Telephone: 806-781-6339 Email: tommywford@gmail.com

Property Owner's Signature: _____

Date: 10/23/2023 Printed Name: Tommy W. Ford

Preparer Information

Preparer's Signature: _____

Date: 10/23/2023 Printed Name: Michelle Eldridge

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3058-G***

In Favor ✓

Opposed ___

Reasons and/or Comments:

I fully support Tommy Ford's request for a zoning change to commercial

Print Name RICHARD DALE RICE JR

Signature: Richard Dale Rice Jr.

Address: 1605 Canyon Creek Ct, Wylie, TX 75098

Address of Property Owned: 7112 50th St, Lubbock, TX 79407

Phone Number: 214-578-2060

Email: richard.dale.rice@gmail.com

Zone Case Number: **3058-G** R313361 Recipient 8 of 12

RICE, RICHARD DALE, Jr.
1605 CANYON CREEK CT
WYLIE TX 75098-6683