

City of Lubbock, Texas
Regular City Council Meeting
August 13, 2024

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



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

<http://www.mylubbock.us>

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

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

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

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

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

1. Executive Session

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
1. 1. 1. Article 22.03 of the Lubbock City Code and Chapter 13 of the Texas Water Code
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. Commercial Lease Amendment for property located at 5034 Frankford Avenue, Lubbock, Texas, 79424

Adjourn from Executive Session

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

2. **Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.**
2. 1. Presentation and discussion of the Proposed FY 2024-25 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, Capital Improvement Program, current and proposed American Rescue Plan Act Funds and uses, and related and associated items and use of such funds; and take action to direct the City Manager to make changes to said Budget.

2:00 p.m. - The City Council continues 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 August 13, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**
5. **Minutes**
5. 1. July 2, 2024 Regular City Council Meeting
July 9, 2024 Special City Council Meeting
July 18, 2024 Special City Council Meeting - Work Session

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. 2024-00103, Amendment 43, amending the FY 2023-24 Budget for municipal purposes respecting the Cable Services Fund; providing for filing; and providing for a savings clause.
6. 1. 1. **Resolution - Communications & Public Engagement:** Consider a resolution authorizing the Mayor to execute Purchase Order 364545, with Nelco Media, for Phase II Upgrade of audio and video infrastructure and equipment in City Council Chambers, Communications Studio, and Conference Rooms.
6. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 45, amending the FY 2023-24 Budget for municipal purposes respecting the Information Technology Capital Project Fund and the Health Benefits Operating Fund; providing for filing; and providing for a savings clause.
6. 3. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of an underground streetlight cable easement located in Lot 334, Lincoln 16 Addition, City of Lubbock, Lubbock County, Texas, south of Princeton Street and east of North Clinton Avenue.
6. 4. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) street, public use, and right-of-way deed, and all related documents, in connection with certain real property located in Section 10, Block JS, Lubbock County, Texas (Parcel 20), on the east side of Upland Avenue, north of 19th Street and south of 18th Street, to be utilized for the Upland Avenue: 4th Street to 19th Street 2022 Road Bond Project.
6. 5. **Resolution - Right-of-Way:** Consider a resolution authorizing the mayor to execute a Street Use License and/or City Public Grounds Monitor Well Permit, and all related documents, by and between the City of Lubbock and the Air Force Civil Engineer Center, and located in the right-of-way of 25th Street, west of Inler Avenue.
6. 6. **Ordinance 1st Reading - Engineering:** Consider an ordinance amending Articles 39.04 and 39.07 of the Code of Ordinances of the City of Lubbock, by adding Articles 39.07.046, and amending Sections 39.04.012, 39.04.013, and 39.07.020, to allow for certain building permits to be approved while required infrastructure is constructed in parallel.

- 6. 7. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement, Contract 18233, with Freese and Nichols, Inc., for final design, bid, and construction phase services for the 66th Street Drainage Channel Improvements Project.
- 6. 8. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 18190, with Lone Star Dirt & Paving, LTD, for the 66th Street Channel Drainage Improvements Project, along 66th Street to Playa. Lake 039.
- 6. 9. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 17087, with HDR Engineering, Inc., for engineering services for the reconstruction of Milwaukee Avenue from 4th Street to the City of Lubbock north city limits, 2022 Road Bond Project.
- 6. 10. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement, Contract 17074, with Freese and Nichols, Inc., for the design of the Upland Avenue from 34th Street to 50th Street 2022 Road Bond Project, and street bond management.
- 6. 11. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 18109, with Winston Electric Inc., dba Acme Electric Company, Texas, for the West Lubbock Water System Expansion early procurement.
- 6. 12. **Resolution - Public Works Solid Waste:** Consider a resolution authorizing the Mayor to execute Contract 18166, with MJE, LLC, for the West Texas Region Disposal Facility Cell 6 Construction.
- 6. 13. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 4 to the Health and Human Services Commission Contract No. HHS000779500003, and all related documents, under the Substance Use Prevention, Treatment and Recovery Services Block Grant, by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission, to provide Treatment for Youth (TRY) funding.
- 6. 14. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to accept a Federal Aviation Grant Agreement for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.
- 6. 14. 1. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 17935, with Anthony Mechanical, Inc., for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.
- 6. 14. 2. **Resolution - Aviation:** Consider resolution authorizing the Mayor to execute Change Order No. 1 to Contract 17935, with Anthony Mechanical, Inc., for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.

6. 14. 3. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment No.16 to Contract 15200, with RS&H, Inc., for Construction Administration and Resident Project Representative Services, for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.
6. 15. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to accept a Federal Aviation Grant Agreement for the Taxiway Lima Extension, Taxilane Addition, and Apron Expansion Project at Lubbock Preston Smith International Airport.
6. 15. 1. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment No. 8 to Contract 15310, with Parkhill, for professional architectural and engineering services for the Taxiway Lima Extension, Taxilane Addition, and Apron Expansion Project at Lubbock Preston Smith International Airport.
6. 16. **Resolution - Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to VCC Management, LLC, dba Vogue College, located at 1712 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
6. 17. **Resolution - Business Development:** Consider a resolution authorizing a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mixed Nutz Leasing, LLC, located at 1937 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
6. 18. **Resolution - Business Development:** Consider a resolution authorizing a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Landlines, LLC, located at 1106 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
6. 19. **Resolution - Business Development:** Consider a resolution authorizing a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Landlines, LLC, located at 1106 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
6. 20. **Resolution - Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to The Rolling Cones, located at 3006 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 21. **Resolution - Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to The Rolling Cones, located at 3006 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
6. 22. **Resolution - Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Elida Morin, located at 1819 E. Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
6. 23. **Resolution - Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Elida Morin, located at 1819 E. Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
6. 24. **Resolution - Business Development:** Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mags and Blades Ventures, LLC, located at 2223 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
6. 25. **Resolution - Parks and Recreation:** Consider a resolution authorizing Purchase Order 10027645, with Advantage Courts Co., for the resurfacing and maintenance of park courts and court amenities at Wheelock, Rawlings, Underwood, Charles Guy, Hoel, Whisperwood, and Higinbotham Parks.
6. 26. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001881, with Dell Marketing LP, for the purchase of computers for the scheduled computer replacement program.
6. 27. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001880, with Dell Marketing LP, for the purchase of two Dell PowerStore 1200T data storage appliances, to replace existing data storage units, and to provide for additional data storage capacity.
6. 28. **Resolution - Police:** Consider a resolution authorizing the Chief of Police for the City of Lubbock, to execute a Memorandum of Understanding, and all related documents, by and between the United States Secret Service and the City of Lubbock, on behalf of the Lubbock Police Department, regarding reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705.

6. 29. **Resolution - Lubbock Power & Light:** Consider a resolution authorizing the Mayor to execute the Eighth Amendment to the Professional Services Agreement dated May 29, 2018, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and TMG Utility Advisory Services, Inc., expanding the scope of services to include work required to integrate with Smart Meter Texas.
6. 30. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2024-O0079, for Zone Case 3224-A, a request of Lone Star Suds, LLC for Centric Capital Partners, Inc., for a zone change from Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) to Auto-Urban Commercial District (AC), at 2401 19th Street, located south of 19th Street and west of Avenue X, Ellwood Place Addition, Block 1, the east 140 feet of Lot 1.
6. 31. **Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2024-O0104, Zone Case 763-D, a request of Woda Cooper Companies, Inc. for Buslon, Inc., for a zone change from Low Density Single-Family District (SF-2) and Medium Density Residential District (MDR) to Medium Density Residential District (MDR), at 5311 Bangor Avenue, located north of 54th Street and east of Bangor Avenue, on approximately 5.9 acres of unplatted land out of Block E-2, Section 28.
6. 32. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2024-O0105, for Zone Case 2538-MM, a request of K-9 Kennels, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on approximately 6.1 acres of unplatted land out of Block D-6, Section 1.
7. **Regular Agenda**
 7. 1. **Board Appointments - City Secretary:** Consider appointments to the Quincy Park Public Improvement District (PID) Advisory Board.
 7. 2. **Board Appointments - City Secretary:** Consider appointments to the Upland Crossing Public Improvement District (PID) Advisory Board.
 7. 3. **Board Appointments - City Secretary:** Consider appointments to the Valencia Public Improvement District (PID) Advisory Board.
 7. 4. **Report: City of Lubbock 2022 Street Bond Progress Report**
 7. 5. **Ordinance Single Reading - City Secretary:** Consider adoption of an Ordinance Calling a Bond Election to be held within the City of Lubbock, Texas; making provisions for the conduct and the giving of notice of the election; and containing other provisions related thereto.

7. 6. **Resolution - City Manager:** Consider a resolution declaring the intent of the City Council and its commitment to create a contract with the voters stipulating that the proceeds from the bonds shall be used for the projects identified in the ordinance calling the November 5, 2024 Bond Election and directing the City Manager to implement the November 5, 2024 Bond Program, in accordance with specific projects and programs set forth in the resolution and the propositions approved by the voters.
7. 7. **Resolution - Finance:** Consider a resolution adopting a proposed maximum tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the date for the public hearing to discuss the proposed tax rate.
7. 8. **Resolution - Finance:** Consider a resolution suspending the effective date for ninety days, in connection with the rate increase filing made on about July 16, 2024, by West Texas Gas, Inc.; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.
7. 9. **Resolution - Planning:** Consider a resolution prescribing the type of notice to be given for a joint meeting of the City Council and the Planning and Zoning Commission, for a public hearing to consider amendments to the Unified Development Code (UDC), as provided under Section 211.007(d) of the Texas Local Government Code, and setting the date for the public hearing.
7. 10. **Ordinance 1st Reading - Planning:**
A. Consider and take action on the City of Lubbock Planning and Zoning Commission's final report of August 1, 2024, to the Lubbock City Council on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for adoption, limited to the following:
1. Section 39.02.018.c.1.A (related to Residential Uses in the SF-2, MDR, and HDR Districts)
 2. Table 39.02.004.c-2 (related to SF-2 Lot Density and Dimensions)
 3. Table 39.02.004.d-2 (related to MDR Lot Density and Dimensions)
 4. Table 39.03.023-2 (related to Base Public and Nonresidential Districts Sign Standards)
 5. Section 39.07.041 and the Final Plat Submission Checklist (related to Final Plat Document Requirements and Applicant Responsibilities)
 6. Section 39.07.040 and the Preliminary Plat Submission Checklist (related to Preliminary Plat Document Requirements and Applicant Responsibilities)
 7. Section 39.10.002 (related to Definitions)
 8. Section 39.02.016, Table 39.02.004.c-1, Table 39.02.004.d-1, Table 39.02.004.d-3, Table 39.02.004.e-1, Table 39.02.004.e-3, Table 39.03.009-1 (related to the Land Use Matrix)
 9. Section 39.07.041.j (related to Final Plat Recording)
 10. Section 39.07.041.k.3 (related to Final Plat and Preliminary Plat Renewal and Expiration)
 11. Section 39.07.040.b (related to Preliminary Plat Purpose)
 12. Section 39.02.004.a.7, Section 39.02.004.b.7, Section 39.02.004.c.7, Section 39.02.004.d.7, Section 39.02.004.e.7 (related to Signs in Residential Districts for Non-Residential Uses)
 13. Table 39.02.004.e-2 (related to HDR Lot Density and Dimensions)

14. Table 39.02.016-1 (related to Outdoor Storage in the Industrial Park District (IP))
15. Section 39.06.002 (related to the Planning and Zoning Commission)
16. Section 39.02.020.d.7.C (related to Nonresidential and Mixed-Use Accessory Uses and Structures)
17. Section 39.02.020.c (related to Residential Accessory Uses and Structures)
18. Section 39.07.044.b (related to Waiver of Improvements)
19. Section 39.07.045.b (related to Delay of Improvements)
20. Section 39.02.018.e (related to Limited Use Standards)
21. Table 39.03.002-1 (related to Building and Site Design Applicability)
22. Table 39.02.004.c-3 (related to SF-2 Off-Street Parking and Loading Schedule)
23. Section 39.03.023.b.8 (related to Monument Signs)
24. Table 39.04.005-3 (related to Minimum Driveway Throat Length)
25. Section 39.04.021.b (related to Recording of Plat and Dedication of Improvements)
26. Table 39.03.016-1 (related to District Bufferyard Standards)
27. Section 39.02.020.b.6 (related to Nonresidential and Mixed-Use Fences)
28. Section 39.04.012 (related to Public Water Systems)
29. Section 39.04.013 (related to Public Wastewater Systems)
30. Section 39.02.023.b.3 (related to Specific Allowances for Height Requirements)
31. Table 39.02.022-1 (related to setback measurements)
32. Section 39.02.023.d.3 (related to Contextual Rear Setbacks)
33. Section 39.02.004.a.4.A, Section 39.02.004.b.4.A, Section 39.02.004.c.4.A, Section 39.02.004.d.4.A, and Section 39.02.004.e.4.A (related to Lot Density and Dimensions)
34. Table 39.02.006.b-2 (related to Office (OF) Lot Intensity and Dimensions)
35. Section 39.07.004.f (related to Plat Filing)

B. Consider and take action on the City of Lubbock Planning and Zoning Commission's final report of August 1, 2024, to the Lubbock City Council on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for denial, limited to the following:

1. Section 39.02.020.c.6.A.ii (related to Residential Accessory Uses and Structures - Outdoor Swimming Pool, Spa, and Hot Tub)

7. 11. **Resolution - Libraries:** Consider a resolution authorizing the Mayor to execute a Lease Agreement with Luskey Brothers Investments, for the Godeke Branch Library located at 5034 Frankford Avenue.

7. 12. **Resolution - City Council:** Consider a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail for the Louise Hopkins Underwood Center for the Arts, as part of the Cultural Arts Grant Program as recommended by Civic Lubbock, Inc.

Information

Agenda Item

July 2, 2024 Regular City Council Meeting
July 9, 2024 Special City Council Meeting
July 18, 2024 Special City Council Meeting - Work Session

Item Summary

July 2, 2024 Regular City Council Meeting
July 9, 2024 Special City Council Meeting
July 18, 2024 Special City Council Meeting - Work Session

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

7.2.2024 Regular City Council Meeting
7.9.2024 Special City Council Meeting
7.18.2024 S Work Session

**CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
July 2, 2024
5:30 P. M.**

The City Council of the City of Lubbock, Texas met in regular session on the 2nd of July, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 5:30 p.m.

**5:30 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas**

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

*Note: City Council addressed agenda items in the following order:
• 1.1-1.2; Citizen Comments 2; and 3.1-3.2.*

1. Ceremonial Items

1. 1. Invocation

Pastor Jose Limas, Community Christian Church, led the invocation.

1. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Council Member David Glasheen.

Call to Order

The meeting was called to order at 5:33 p.m.

- 2. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:30 p.m. on July 2, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

No one appeared to speak.

Regular Agenda

- 3. 1. Resolution - City Secretary:** Resolution No. 2024-R0303 electing a Mayor Pro Tem pursuant to Chapter 1, Article IX, Section 12 of the City Charter.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member David Glasheen, to approve Resolution No. 2024-R0303, electing Council Member Christy Martinez-Garcia as Mayor Pro Tem.

Vote: 7 - 0 Motion carried

- 3. 2. Resolution - City Manager:** Resolution No. 2024-R0304 establishing a Citizens Advisory Committee to study and make recommendations regarding the street and roadway construction and repair needs of the City of Lubbock, and for a possible future bond election in connection therewith, and naming members to said Committee.

Jarrett Atkinson, city manager; and Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2024-R0304, and appointing the following members: Mayor position and chair of the committee - Heather Keister; District 1 positions - Leo Flores and Alex Scarborough; District 3 positions - Jon David Bruegel and Victoria Whitehead; District 4 position - Jordan Wheatley; District 5 positions - Ken Corbin and John Rantz. Additional names will be submitted to the City Secretary upon finalization.

Vote: 7 - 0 Motion carried

5:40 P.M. CITY COUNCIL ADJOURNED

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

The July 2, 2024 Regular City Council Meeting minutes were approved by the City Council on the 13th day of August, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 9, 2024
1:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 9th of July, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.

1:00 P.M. CITY COUNCIL CONVENED

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

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

Absent: Mayor Mark W. McBrayer

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

- *Executive Session; 2.1; 3.1-3.2; Citizen Comments 4; 5.1; 6.1-6.22; 6.24-6.28; and 7.1-7.5.*
- *Item No. 6.23 was postponed to the August 13, 2024 Regular City Council Meeting.*

1. Executive Session

The meeting recessed at 1:00 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 1:49 p.m., and the meeting was called to order at 2:08 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.** *City of Lubbock v. Trumble Steel Erectors, Inc. et. al.; Cause No. DC-2024-CV-0165*
- 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.** 19th Street and Avenue X

1:49 p.m. - City Council reconvenes in City Council Chambers 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.

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

2. 1. Presentation regarding the West Texas State Veterans Cemetery

Jarrett Atkinson, city manager, introduced Dr. John Kelley, director of Texas State Veterans Cemeteries. Dr. Kelley gave a presentation regarding the Texas State Veterans Cemetery and answered questions from City Council. Topics discussed included: overview and updates to the West Texas State Veterans Cemetery; project design; and a special thanks to local contractors, sub-contractors, partners, and staff.

2:05 p.m. - The City Council continues in Open Session in City Council Chambers.

3. Ceremonial Items

3. 1. Invocation

Pastor Jeff McCreight, Rock City Church, led the invocation.

3. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Council Member Dr. Jennifer Wilson.

Call to Order

The meeting was called to order at 2:08 p.m.

4. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a 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 July 9, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Colby Norris, treasurer of Highland Oaks Homeowner's Association, appeared before City Council to speak in favor of item 7.4 (a public hearing regarding the City of Lubbock's intent to annex an area of land and execute an agreement with the Highland Oaks Homeowner's Association).
- Christopher Walker; and Adam Hernandez, communications chair of Lubbock Compact,

appeared before City Council to speak on item 7.5 (resolution receiving the report and recommendation of the Private Sewer Lateral Ad-Hoc Committee).

5. Minutes

**5. 1. May 21, 2024 Special City Council Meeting - Electric Utility Board
June 11, 2024 Regular City Council Meeting**

Motion by Council Member David Glasheen, seconded by Council Member Dr. Jennifer Wilson, to approve the May 21, 2024 Special City Council Meeting - Electric Utility Board minutes and the June 11, 2024 Regular City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

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

Motion by Council Member David Glasheen, seconded by Council Member Dr. Jennifer Wilson, to approve items 6.1-6.22 and 6.24-6.28.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

- 6. 1. Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2024-O0090, Amendment 35, amending the FY 2023-24 Budget for municipal purposes respecting the Abandoned Vehicle Fund, Criminal Investigations Fund, and Department of Justice Asset Sharing Fund; providing for filing; and providing for a savings clause.
- 6. 2. Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2024-O0091, Amendment 36, amending the FY 2023-24 Budget for municipal purposes respecting the Parks & Recreation Fees; providing for filing; and providing for a savings clause.
- 6. 3. Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2024-O0092, Amendment 37, amending the FY 2023-24 Budget for municipal purposes respecting the Traffic Capital Improvement Project Fund; providing for filing; and providing for a savings clause.
- 6. 4. Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2024-O0093, Amendment 38, amending the FY 2023-24 Budget for municipal purposes respecting the Parks & Recreation Capital Project Fund and American Rescue Plan Act Funding; providing for filing; and providing for a savings clause.

6. 5. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2024-O0094, Amendment 39, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.
6. 5. 1. **Resolution - Public Health Services:** Resolution No. 2024-R0305 authorizing the Mayor to execute Amendment No. 4 to the Department of State Health Services (DSHS) Contract HHS000812700012, and all related documents, for SARS-CoV-2, epidemiology, surveillance, and enhanced laboratory activities, by and between the City of Lubbock, and the State of Texas, acting by and through DSHS.
6. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0100, Amendment 40, amending the FY 2023-24 Budget for municipal purposes respecting the Civil Service Positions; providing for filing; and providing for a savings clause.
6. 7. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0101, Amendment 41, amending the FY 2023-24 Budget for municipal purposes respecting the Airport Capital Project Fund and Airport Operating Fund; providing for filing; and providing for a savings clause.
6. 8. **Budget Ordinance Amendment 1st Reading Finance:** Ordinance No. 2024-O0102, Amendment 42, amending the FY 2023-24 Budget for municipal purposes respecting the Operating Budget for Market Lubbock Inc.-Visit Lubbock and Sports Authority; providing for filing; and providing for a savings clause.
- Jarrett Atkinson, city manager; Cheryl Brock, interim chief financial officer; and John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA), gave comments and answered questions from City Council.
6. 9. **Resolution - Finance:** Resolution No. 2024-R0306 to suspend for forty-five (45) days, the effective date proposed by West Texas Gas Utility, LLC, to increase rates under the Gas Reliability Infrastructure Program.
6. 10. **Resolution - Risk Management:** Resolution No. 2024-R0307 authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims, in *City of Lubbock v. Trumble Steel Erectors, Inc. et. al.; Cause No. DC-2024-CV-0165*.
6. 11. **Resolution - Engineering:** Resolution No. 2024-R0308 authorizing the Mayor to execute Amendment No. 1 to the Professional Services Agreement Contract 17790, with Enprotec / Hibbs & Todd, Inc., for the Northeast Sanitary Sewer Interceptor Intermediate Lift Station Project.
6. 12. **Resolution - Public Works Traffic Management:** Resolution No. 2024-R0309 authorizing the Mayor to execute Contract 17627, with Kimley Horn and Associates, to develop a safety action plan as part of the Safe Streets for All Program.

6. 13. **Resolution - Facilities Management:** Resolution No. 2024-R0310 authorizing the Mayor to execute Contract 18045, with Lydick-Hooks, for the complete roof replacement of Pump Station No. 14 located at 7308 Milwaukee Avenue.
6. 14. **Resolution - Aviation:** Resolution No. 2024-R0311 authorizing the Mayor to execute Contract 18165, with W.R. Construction, Inc., and in doing so, ratifying all acts undertaken for Emergency Repairs to the Consolidated Rental Car Facility at Lubbock Preston Smith International Airport.
6. 15. **Resolution - Business Development:** Resolution No. 2024-R0312 authorizing the Mayor to execute Contract 17942, with SRH Landscapes, LLC, for annual right-of-way maintenance for the North Overton Public Improvement District.
6. 16. **Resolution - Business Development:** Resolution No. 2024-R0313 authorizing the Mayor to execute Amendment No. 1 to 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 District boundary at 9th Street and 10th Street.
6. 17. **Resolution - Municipal Court:** Resolution No. 2024-R0314 authorizing the Mayor to execute Amendment No.1 to Contract 14522, with OpenEdge Payments, LLC, a division of Global Payments, for the payment gateway to process credit card transactions.
6. 18. **Resolution - Fleet Services:** Resolution No. 2024-R0315 authorizing the Mayor to execute Amendment No. 1 to Contract 15862, with Lubbock Wrecker Services, Inc., for wrecker and towing services for the Lubbock Police Department.
6. 19. **Resolution - Telecommunications:** Resolution No. 2024-R0316 authorizing the Mayor to execute Contract 18156, with World Wide Technology, LLC, for professional implementation services related to the upgrade of the City-wide telephone system.
6. 20. **Resolution - Police:** Resolution No. 2024-R0317 designating the City Manager as the authorized official, to apply for and execute an agreement with the State of Texas Office of the Governor's Rifle-Resistant Body Armor Grant Program FY2025, to fund the purchase of rifle resistant body armor for the Police Department.
6. 21. **Resolution - Police:** Resolution No. 2024-R0318 designating the City Manager as the authorized official to apply for and execute an agreement with the State of Texas Office of the Governor's Bullet-Resistant Shield Grant Program FY2025, to fund the purchase of ballistic shields for the Police Department.
6. 22. **Resolution - Police:** Resolution No. 2024-R0319 authorizing the Mayor to execute a Memorandum of Understanding, and all related documents, by and between the City of Lubbock Police Department, the Texas Anti-Gang Center-Lubbock, and the South Plains Auto Theft Task Force, to ensure sharing of Axon camera and image functionality, to enhance cooperative investigative efforts in criminal investigations.

6. 23. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2024-O0079, for Zone Case 3224-A, a request of Lone Star Suds, LLC for Centric Capital Partners, Inc., for a zone change from Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) to Auto-Urban Commercial District (AC), at 2401 19th Street, located south of 19th Street and west of Avenue X, Ellwood Place Addition, Block 1, the east 140 feet of Lot 1.

This item was postponed.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Brayden Rose, to postpone this item to the August 13, 2024 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

6. 24. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2024-O0095, for Zone Case 3310-B, a request of Seventeen Services, LLC for SPGO, LLC, for a zone change from Office District (OF) to Neighborhood Commercial District (NC), generally located north of 142nd Street and west of Quaker Avenue, on 1.00 acre of unplatted land out of Block AK, Section 5.
6. 25. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2024-O0096, for Zone Case 3310-C, a request of AMD Engineering, LLC for Quaker/146 Investment Holdings, LP, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), generally located north of 146th Street and west of Quaker Avenue, on 9.23 acres of unplatted land out of Block AK, Section 5.
6. 26. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2024-O0097, for Zone Case 3310-D, a request of AMD Engineering, LLC, for Quaker/146 Investment Holdings, LP, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), generally located north of 146th Street and west of Quaker Avenue, on 8.67 acres of unplatted land out of Block AK, Section 5.
6. 27. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2024-O0098, for Zone Case 3303-C, a request of Seventeen Services, LLC, for SE4NS Properties, LLC, for a zone change from Industrial Park District (IP) to Auto-Urban Commercial District (AC), at 12001 Frankford Avenue, located east of Frankford Avenue and south of 119th Street, Stonewood Industrial Park Addition, Tract C.
6. 28. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2024-O0099, for Zone Case 1947-H, a request of Clovis Sign Service for Southwest Convenience Stores, for a zone change from Medium Density Residential District (MDR) to Auto-Urban Commercial District (AC), at 5802 34th Street, located west of Frankford Avenue and north of 34th Street, Summer Place Addition, Lot 10.

7. Regular Agenda

7. 1. Board Appointments - City Secretary: Consider appointments to the I-27 Advisory Committee of the Ports-to-Plains Trade Corridor Coalition.

Motion by Council Member David Glasheen, seconded by Council Member Brayden Rose, to appoint Mayor Mark W. McBrayer, to replace former Mayor Tray Payne to the I-27 Advisory Committee of the Ports-to-Plains Trade Corridor Coalition.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

7. 2. Board Appointments - City Secretary: Consider appointments of City Council members to the South Plains Association of Governments (SPAG) Board.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member David Glasheen, to appoint Council Member Gordon Harris, to replace former Mayor Pro Tem Shelia Patterson Harris.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

7. 3. Board Appointments - City Secretary: Consider appointments to the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization.

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to appoint Mayor Mark W. McBrayer and Mayor Pro Tem Christy Martinez-Garcia, to replace former Mayor Tray Payne and former Council Member Steve Massengale.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

7. 4. Public Hearing - Planning: Hold a public hearing in accordance with Section 43.0694(a) of the Texas Local Government Code, regarding the City of Lubbock's intent to annex an area of land generally described as 374.74 acres south of 146th Street and east of Frankford Avenue, into Lubbock's corporate limits, and to execute a Municipal Services Agreement with the Highland Oaks Homeowner's Association, for the requested annexation.

Public Hearing Only.

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

Mayor Pro Tem Chisty Martinez-Garcia read into the record the following statement: "The Texas Local Government Code requires a public hearing for the City Council to consider the annexation of property."

Mayor Pro Tem Martinez-Garcia opened the public hearing at 2:41 p.m.

No one appeared to speak in favor or opposition.

Mayor Pro Tem Martinez-Garcia closed the public hearing at 2:42 p.m.

7. 5. Resolution - Public Works Wastewater: Resolution No. 2024-R0320 receiving the report and recommendation of the Private Sewer Lateral Ad-Hoc Committee.

Wood Franklin, division director of public works, gave a presentation and answered questions from City Council. Jeff Reese, chair of the Private Sewer Lateral Ad-Hoc Committee, introduced the committee members and presented a report and recommendations from the Committee and answered questions from City Council.

Motion by Council Member David Glasheen, seconded by Council Member Brayden Rose, to approve Resolution No. 2024-R0320.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

3:50 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Pro Tem Martinez-Garcia adjourned the meeting.

The July 9, 2024 Special City Council Meeting minutes were approved by the City Council on the 13th day of August, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 18, 2024
5:30 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 18th of July, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 5:30 p.m.

5:31 P.M. CITY COUNCIL CONVENED

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

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

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

- *Citizen Comments 1; and 2.*

- 1. 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 5:30 p.m. on July 18, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

Sign ups:

- Adam Hernandez, communications chair for Lubbock Compact; Josh Shankles, board member and managing director of Lubbock Compact; and Brigid Krizek appeared before City Council to speak on item 2 (review and discuss adopted Lubbock City Council Priorities and Fiscal Year 2024-2025 Budget Preparation).

- 2. Review and Discuss Adopted Lubbock City Council Priorities and Fiscal Year 2024-2025 Budget Preparation.**

Topics may include: planning, goals, and budget priorities for the Lubbock City Council and the City of Lubbock, and 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, operations, 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.

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

The following priorities were identified and discussed by members of the City Council:
(The topics listed below were the subject of discussion by members of the City Council. This list is not indicative what each member of council considered the noted topics as their priority.)

Public Safety:

Ensure adequate staffing, adequate funding, and competitive salaries for Lubbock Police Department, Lubbock Animal Services, and Lubbock Fire Department; focus on crime reduction; reduce dog attacks; and reduce loose animals.

Infrastructure and Core Services:

Infrastructure funding for utilities, water, and streets; maintenance of current infrastructure and established neighborhoods; and long-term infrastructure planning.

Fiscal Discipline:

No increases to the tax burden on citizens and maintain lower tax rates; reduce spending where appropriate; and reduce outside consulting.

Quality of Life:

Parks, including park maintenance and planting of new trees; and planning for the future construction of swimming pools.

Growth and Development:

Economic growth; grants for economic development and downtown businesses; growth of downtown Lubbock; and business expansion.

There was a consensus among City Council to exclude funding for the construction of a new swimming pool, and to consider repairing the Clapp Park swimming pool in the Fiscal Year 2024-2025 budget.

City Council gave direction to the city manager to prepare presentations on a budget with a no new revenue tax rate and a budget with a population plus inflation tax rate.

7:24 P.M. CITY COUNCIL ADJOURNED

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

The July 18, 2024 Special City Council Meeting minutes were approved by the City Council on the 13th day of August, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0103, Amendment 43, amending the FY 2023-24 Budget for municipal purposes respecting the Cable Services Fund; providing for filing; and providing for a savings clause.

Item Summary

On July 23, 2024, the City Council approved the first reading of the ordinance.

I. Amend the Cable Services Fund FY 2023-24 Operating Budget by increasing the appropriation and funding in the amount of \$785,390, from \$500,000 to \$1,285,390.
Funding will be from the Cable Services Excess Reserves.

The budget amendment will allow the Communications & Public Engagement Department to complete Phase II of the process to update, correct, and proactively integrate state-of-the-art technology into the studio, control room, Council Chambers, and Conference Rooms in Citizens Tower, in order to broadcast City Council meetings to the public and to stay current with communication technologies to reach our citizens.

Phase II of this configuration includes purchase and installation of additional infrastructure and equipment for the following:

Council Chambers:

Replacement of the outdated Crestron system (Council Chambers dias and conference rooms interface), to improve the audio and visual quality of meetings.

Communications & Public Engagement (C&PE) Studio:

Addition of a third television camera with teleprompter, controls, lenses, and mobile base;
Replacement of non-functioning Pan/Tilt/Zoom (PTZ) Cameras on the Studio Walls; and
Addition of an LED wall to enable background content creation for videos and interviews, as well as creation of shows for Channel 2 and social media platforms.

2nd Floor Conference Room:

Addition of three PTZ cameras on the walls, in order to broadcast meetings from this location;
Addition of one wide-angle camera and one close-up camera for the speaker, for meetings or workshops;
Addition of overhead microphones to enable broadcasts of meetings from the room, if so desired; and
Addition of remote streaming equipment to enable live-streaming events or meetings straight to Channel 2 and social platforms.

Communications & Public Engagement (C&PE) Department Offices:

Addition of two cameras and 3 microphones to enable current office space to also be used for interviews when the studio is not available.

Fiscal Impact

The additional \$785,390 funding for the Cable Services Fund FY 2023-24 Operating Budget will be from the Cable Services Fund Excess Reserves.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 43

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CABLE SERVICES 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 #43) for municipal purposes, as follows:

- I. Amend the Cable Services Fund FY 2023-24 Operating Budget by increasing the appropriation and funding in the amount of \$785,390, from \$500,000 to \$1,285,390. Funding will be from the Cable Services 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 _____.

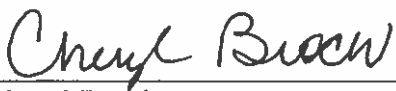
Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR


ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:


Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:


Amy Sims
Deputy City Attorney

Information

Agenda Item

Resolution - Communications & Public Engagement: Consider a resolution authorizing the Mayor to execute Purchase Order 364545, with Nelco Media, for Phase II Upgrade of audio and video infrastructure and equipment in City Council Chambers, Communications Studio, and Conference Rooms.

Item Summary

One of the primary functions of the Communications & Public Engagement Department (C&PE) is to broadcast City Council meetings to the public. To adequately continue this, C&PE has worked continuously for the last four years to update, correct, and proactively integrate technology into our studio, control room, and Citizens Tower, as a whole, to be efficient and stay current with communication technologies to reach our citizens.

We have been working with Nelco for the past two years to get our system working and streamlined, and to properly configure all our components to have smooth operations during meetings and more ways to create in-house content. The purpose of Phase II is to update, correct, and proactively integrate state-of-the-art technology into the Studio, Control Room, Council Chambers, and Conference Rooms in Citizens Tower, in order to broadcast City Council meetings to the public and to stay current with communication technologies to reach our citizens.

Phase II of this configuration includes purchase and installation of additional infrastructure and equipment for the following:

Council Chambers:

Replacement of the outdated Crestron system (Council Chambers dias and conference rooms interface), to improve the audio and visual quality of meetings.

Communications & Public Engagement (C&PE) Studio:

Addition of a third television camera with teleprompter, controls, lenses, and mobile base;
Replacement of non-functioning Pan/Tilt/Zoom (PTZ) Cameras on the Studio Walls; and
Addition of an LED wall to enable background content creation for videos and interviews, as well as creation of shows for Channel 2 and social media platforms.

2nd Floor Conference Room:

Addition of three PTZ cameras on the walls, in order to broadcast meetings from this location;
Addition of one wide-angle camera and one close-up camera for the speaker, for meetings or workshops;
Addition of overhead microphones to enable broadcasts of meetings from the room, if so desired; and
Addition of remote streaming equipment to enable live-streaming events or meetings straight to Channel 2 and social platforms.

Communications & Public Engagement (C&PE) Department Offices:

Addition of two cameras and 3 microphones to enable current office space to also be used for interviews when the studio is not available.

Funding for this project will come completely from the Cable Services Fund. It is also known as PEG funds which are for public, educational or governmental television channels. This fund receives revenue from cable video service providers charging their customers PEG access channel fees at a set rate per customer, each month. Per Texas law, PEG funds are designated only for items used for content creation for the channel, and items that finance day-to-day operations of public-access channels.

Fiscal Impact

Purchase Order 364545, with Nelco Media, for \$785,390 is funded from the Cable Services Fund in the FY 2023-24 Operating Budget.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Lacey Nobles, Director of Communications & Public Engagement

Attachments

Resolution - Nelco Inc.

PO 364545 - Nelco Inc., Contract 230105

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. 364545 in accordance with TIPS Contract 230105 for Phase II of the public broadcasting configuration, by and between the City of Lubbock and Nelco Media, Inc., of San Antonio, Texas, and all related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Rachael Foster, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 7/11/2024
Order Number 364545 000 OP
Branch/Plant 174

TO: NELCO MEDIA INC
PO BOX 12301
SAN ANTONIO TX 78212

SHIP TO: CITY OF LUBBOCK
COMMUNICATIONS
1314 AVE K
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 7/23/2024 Freight
Requested 8/16/2024 Taken By K MORGAN
Delivery PER L ADAMS REQ 62006 TIPS Contract 230105/18222

If you have any questions, please contact Lacey Nobles at 806-775-2279 or via email at LNobles@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Phase II-Public Broadcast Configuration	1.000	785,389.9200	EA	785,389.92	8/16/2024
Total Order				785,389.92	
Terms	NET DUE ON RECEIPT			785,389.92	

INSURANCE REQUIRED:

Commercial General Liability:

\$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automotive Liability:

\$1M occurrence is needed.

Workers Compensation and Employer Liability:

Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability (\$1M) is required with Workers Compensation.

Additional Policies:

Cyber Liability Requirements: \$2M of coverage is needed for Liability.

Technology Errors & Omissions Requirements: \$1M per claim

Crime Protection Coverage Requirements: Employee Dishonesty or Fidelity Bond coverage REQUIRED in the amount equal to maximum exposure.

*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 \$785,389.92 awarded to Nelco Media, Inc. of San Antonio, TX, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated March 05, 2024, from Nelco Media, Inc. of San Antonio, TX, and TIPS Contract 230105.

Resolution # _____

CITY OF LUBBOCK:

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

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

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer

in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.
28. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departmentsal-websites/departments/purchasing/vendor-information>
30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
34. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Nelco Media, Inc
505 Howard St
San Antonio, TX 78212 US
+1 2106862918
sales@nelcomedia.net



Quote

ADDRESS

City of Lubbock
1314 Avenue K
Lubbock, TX 79401

SHIP TO

Mike Robles
City of Lubbock
1314 Avenue K
Lubbock, TX 79401

QUOTE # 2131

DATE 03/05/2024

ACTIVITY	SKU	QTY	RATE	AMOUNT
LUBBOCK REMOTE WORKFLOW		1	0.00	0.00T
NewTek - TriCaster TC Mini 4K Bundle NewTek - TriCaster TC Mini 4K Bundle - includes TriCaster TC Mini 4K, TC Mini 4K CS, two Spark Plus 4K IO Converters and NewTek custom travel case	TCM4KUHDB	1	11,495.00	11,495.00T
NewTek ProTek Ultra TriCaster TC Mini 4K NewTek ProTek Ultra for TriCaster TC Mini 4K including critical case handling, phone support and advanced replacement where applicable	PTUTCM4KUHD	1	1,295.00	1,295.00T
Panasonic - UHD 4K 20x PTZ Camera (White) Panasonic - UHD 4K 20x PTZ Camera (White) This pro PTZ camera outputs up to UHD 4K 60p over a variety of 4K connections including 12G-SDI, HDMI, optical fiber, and IP streaming. *Requires POE++ or separate 12V Power supply, not included	AW-UE150WPJ	4	11,400.00	45,600.00T
NDI® HX License for Panasonic PTZ Cameras & Camcorders NDI® HX License for Panasonic PTZ Cameras & Camcorders	PPTZUCC	4	299.00	1,196.00T
Magewell Pro Convert for NDI to SDI Use the Pro Convert for NDI to SDI Decoder from Magewell to convert an NDI stream with embedded audio to an SDI output signal. This converter supports resolutions up to 2K60 via NDI input and decodes at resolutions up to 1080p60 for 3G-SDI output. Designed to link baseband equipment to IP-based media networks		2	425.00	850.00T
Panasonic RP60 compact controller Power Supply for AW-RP60 Panasonic Controller	AW-RP60GJ5	1	95.99	95.99T

Remittance Address:
Nelco Media, Inc.
PO Box 12301
SA TX 78212-0301

ACTIVITY	SKU	QTY	RATE	AMOUNT
E-Image Aluminum Tripod with Rising Center Column & QR Plate for PTZ Cameras When using a PTZ camera setup, skip the head as you don't need it, with the E-Image Aluminum Tripod with Rising Center Column & QR Plate for PTZ Cameras.	GA230-PTZ	4	379.99	1,519.96T
Tripod Carrying Case - Heavy Duty Nylon Bag with Shoulder Straps and Handles High-Quality Construction: Designed to protect your tripod from the elements and allow you to carry it with ease, Tripod Carrying Case is crafted using heavy-duty Cordura-webbed nylon to supply long-term, reliable use.		4	25.00	100.00T
Panasonic RP60 COMPACT PTZ NETWORK CONTROLLER COMPACT PTZ NETWORK CONTROLLER PANASONIC	AWRP60GJ5	1	3,095.00	3,095.00T
NETGEAR 16-Port Gigabit Ethernet Unmanaged PoE Switch 16 Gigabit Ethernet ports 8 PoE+ and 8 Ultra60 PoE++ ports with 380W total power budget Simple plug-and-play setup with no software to install or configuration needed	GS516UP	1	369.00	369.00T
Elvid StudioVision 4K HDMI Monitor with HDR (28") This 28" StudioVision 4K HDMI Monitor with HDR is a valuable asset in the studio or on location, providing critical image assessment tools and supporting standard as well as HDR monitoring of your image	STV-280-4KHDR	2	989.00	1,978.00T
Mini DisplayPort Male to HDMI Male Cable, 1080p, Gold-Plated Plugs, 6 Foot, Black Mini DisplayPort Male to HDMI Male Cable, 1080p, Gold-Plated Plugs, 6 Foot, Black		4	15.00	60.00T
LiveU LU300S LIVEU GOV LU300S-5G LU300S HEVC video transmit unit with 2 internal 5G modems plus 1 external 4G (Verizon) modem. Can be upgraded to 4 modems. Options on 4G and 5G external Modem upgraded	LU300S	1	9,995.00	9,995.00T
LiveU - LU4000 Single Output 4K or Quad HD Server **NEW: This LU4000 offers 4x HD outputs in addition to the 1x 4K (1x12G or 4x3G). Replaces the previous LU4000 having only 1x SDI out. Required with the LU800 when selling the PRO-2 and PRO-4 Licenses. LiveU - LU4000 - 1U Rack Mount 4K HEVC Decoder Server – Supports 1*4K or 4*HD SDI Outputs. Required for LU600 & LU800 if doing 4K.	LU10-SV-1UL04-4K	1	8,900.00	8,900.00T
LiveU - 35 GB per unit per month	LU-DATA-035	12	350.00	4,200.00T

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ACTIVITY	SKU	QTY	RATE	AMOUNT
LiveU - 35GB of data per unit per month (12 month contract) - LU200, LU300 and LU600. Billed Quarterly or paid up front for the year) .				
Laird Digital Cinema LCR-4694-B-B-200 12G-SDI/4K UHD Single-Link BNC to BNC Camera Cable on Reel (20	LCR-4694-B-B-200	5	580.49	2,902.45T
Laird Digital Cinema Belden 10GX CAT6A Ethernet Cable & Hub Mounted RJ45 Jack & RJ45 ProShell Cap on	LCR-CAT6A-PS-200	5	405.49	2,027.45T
QSC TouchMix-16 Compact Digital Mixer with Touchscreen The TouchMix-16 Compact Digital Mixer with Touchscreen from QSC is a 20-input digital mixer that features 16 built-in mic preamplifiers and can be controlled by its integrated touchscreen or wirelessly via an iPad connected to the same wireless network	TOUCHMIX-16	1	1,699.00	1,699.00T
CableCreation XLR Microphone Cable, 6 FT XLR Male to XLR Female Balanced 3 PIN Mic Cables, Black		4	9.99	39.96T
Shure ULX-D Digital Wireless Combo Microphone Kit with SM58 Capsule & MX150 Lavalier	ULXD124/150/C-H50	1	2,499.00	2,499.00T
Nelco Media Installation Nelco Media Installation	Install	1	5,400.00	5,400.00T
Nelco Media Training (On-Site) Nelco Media Training (On-Site)	NMTOS	1	1,995.00	1,995.00T
STUDIO		1	0.00	0.00T
Blackmagic Design URSA Broadcast G2 Camera Blackmagic Design URSA Broadcast G2 Camera	CINEURSAMWC6KG2	1	4,195.00	4,195.00T
Canon CJ18EX7.6B IASE 2/3" ENG/EF 4K UHD Zoom Lens with Full Servo Control Capture 4K UHD footage with the CJ18EX7.6B IASE 2/3" ENG/EF 4K UHD Zoom Lens with Full Servo Control from Canon. The CJ18EX7.6B IASE is an 18x zoom lens for 2/3" format 3-chip ENG/EF cameras that retains the compact lightweight design of Canon's HJ17EX7.6B lens, while improving on the zoom range and the digital drive as well as supporting 4K UHD and HDR footage. The lens incorporates a B4 mount, standard for ENG/EF lenses, and features a built-in 2x extender.	CJ18EX7.6B IASE	1	23,700.00	23,700.00T
Steadicam SDMS-A30VK A30 and Zephyr Vest Kit The Steadimate-S converts a handheld motorized gimbal into a full body-worn stabilizer	TIF-SDMS-A30VK	1	2,795.00	2,795.00T

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ACTIVITY	SKU	QTY	RATE	AMOUNT
system by attaching a mechanical gimbal collar/yoke and weighted base to the post of the gimbal. This allows a spring arm and vest to connect and assist the stabilizer, greatly improving the overall functionality and reducing operator fatigue.				
Blackmagic Design - Blackmagic Camera Fiber Converter Blackmagic Design - Blackmagic Camera Fiber Converter	CINEURSANWFRCAM	1	3,245.00	3,245.00T
Blackmagic Design - Blackmagic Studio Fiber Converter Blackmagic Design - Blackmagic Studio Fiber Converter	CINEURSANWFRSTUD	1	3,325.00	3,325.00T
Blackmagic Design 7" URSA Studio Viewfinder G2 Add the Blackmagic Design 7" URSA Studio Viewfinder G2 to your URSA Studio G2 or URSA Mini camera to provide high-resolution monitoring. The 7" viewfinder/monitor features a high-resolution 1920 x 1200 TFT LCD screen	CINEURSANSVF2	1	1,515.00	1,515.00T
Blackmagic Design - ATEM Camera Control Panel Blackmagic Design - ATEM Camera Control Panel	SWPANELCCU4	1	3,079.00	3,079.00T
19" PTZ SDI TELEPROMPTER, PEDESTAL & DOLLY TURNKEY W/ TALENT MONITOR 19-Inch Teleprompter Designed for PTZ Cameras Teleprompter and Talent Monitors Include 3G-SDI, HDMI, and VGA Inputs Hood Completely Encloses PTZ Camera Allowing it to Move Freely Includes 1000-Nit High-bright Monitors Compatible with Most PTZ Cameras Easy Balancing with Adjustable Base	PT4900S-PTZ-TM-PEDESTAL	1	6,499.00	6,499.00T
1.9mm Pixel Pitch Panel LED Wall 16 ft by 10 ft including spare parts		1	163,201.12	163,201.12T
Primetime Lighting System Lights and equipment for lighting grid		1	19,819.00	19,819.00T
ETC CS20 20-Fader Color Source Lighting Console (40-Channel/Device) The CS20 20-Fader ColorSource Lighting Console from ETC is a touchscreen enabled 20 fader DMX 512 lighting control console. The twenty faders can support controlling up to forty fixtures, and each fader has its own individual programmable bump button	ETCCS20	1	1,985.00	1,985.00T
Misc Lighting Cables		1	1,000.00	1,000.00T
Studio Design Studio design	Studio Design	1	25,000.00	25,000.00T
Nelco Media Installation	Install	4	5,400.00	21,600.00T

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ACTIVITY	SKU	QTY	RATE	AMOUNT
Nelco Media Installation and Commissioning				
WAR ROOM AND WORKFLOW		1	0.00	0.00T
Panasonic - UHD 4K 20x PTZ Camera (White)	AW-UE150WPJ	2	11,400.00	22,800.00T
Panasonic - UHD 4K 20x PTZ Camera (White) This pro PTZ camera outputs up to UHD 4K 60p over a variety of 4K connections including 12G-SDI, HDMI, optical fiber, and IP streaming. *Requires POE++ or separate 12V Power supply, not included				
Panasonic - Wall mount for white AW-UE150 & HE/HN130 (*Replaced with FEC-150GMK*)	FEC-150WMW	2	243.00	486.00T
Panasonic - Wall mount for white AW-UE150 & HE/HN130				
NewTek - Panasonic NDI Upgrade	PPTZUCC	2	300.00	600.00T
Upgrade your current Panasonic PTZ camera or camcorder with NewTek NDI® HX Allows your Panasonic PTZ camera or camcorder to serve as a live video input for any NDI® compatible hardware or software from anywhere on your network PoE+ for Power, Ultra Low Latency Audio/Video, Tally & Control via a single ethernet cable (PTZ cameras) Enables automatic camera discovery on the network via NDI® Upgrade available for the following Panasonic PTZ cameras: AW-UE150, AW-HE130, AW-UE70, AW-HE40, AW-HE38, AG-CX350				
ClearOne Ceiling Microphone Array Kit for INTERACT AT Mixers (XLR Male Breakout, White)	910-001-014-W	2	625.00	1,250.00T
The white Ceiling Microphone Array Kit (XLR Male Breakout) from ClearOne is an array of three cardioid condenser microphones designed to provide 360-degree coverage of sources in convention and learning centers, meeting rooms, conference rooms, and more				
Shure BLX188/CVL Dual-Channel Wireless Cardioid Lavalier Microphone System H10 542 to 572 MHz	BLX188/CVL-H10	1	629.00	629.00T
The Shure BLX188/CVL is a cost-effective wireless lavalier microphone system for two presenters, teachers, or lecturers, which offers quality sound, simple setup, and dependable performance right out of the box.				
Nelco Media Installation	Install	1	5,400.00	5,400.00T
Nelco Media Installation				
CHAMBER AND CONTROL ROOM		1	0.00	0.00T

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ACTIVITY	SKU	QTY	RATE	AMOUNT
Panasonic - UHD 4K 20x PTZ Camera (White) Panasonic - UHD 4K 20x PTZ Camera (White) This pro PTZ camera outputs up to UHD 4K 60p over a variety of 4K connections including 12G-SDI, HDMI, optical fiber, and IP streaming. *Requires POE++ or separate 12V Power supply, not included	AW-UE150WPJ	3	11,400.00	34,200.00T
NewTek - Panasonic NDI Upgrade Upgrade your current Panasonic PTZ camera or camcorder with NewTek NDI® HX Allows your Panasonic PTZ camera or camcorder to serve as a live video input for any NDI® compatible hardware or software from anywhere on your network PoE+ for Power, Ultra Low Latency Audio/Video, Tally & Control via a single ethernet cable (PTZ cameras) Enables automatic camera discovery on the network via NDI® Upgrade available for the following Panasonic PTZ cameras: AW-UE150, AW-HE130, AW-UE70, AW-HE40, AW-HE38, AG-CX350	PPTZUCC	3	300.00	900.00T
Panasonic - Wall mount for white AW-UE150 & HE/HN130 (*Replaced with FEC-150GMK*) Panasonic - Wall mount for white AW-UE150 & HE/HN130	FEC-150WMW	3	243.00	729.00T
Wohler iAM-12G-SDI 2 RU Audio/Video Monitoring and Metering with 2x 12G SDI on BNC and Loudness/Phas Wohler Technologies is extending its ground breaking iAM Series of products with a multi-channel audio and 12G video monitor that accepts 2 x 12G/3G/HD/SD-SDI signals over BNC. 4 SFP cages allow for a variety of additional monitoring options, including 2110, 2022-6, as well as additional SDI inputs in a variety of combinations. Their Dolby® ATMOS option allows decoding of Dolby® Atmos content, along with the familiar Dolby® D, Dolby® D+, and Dolby® E content.	IAM-12G-SDI	1	10,029.00	10,029.00T
Ross SNS EVO 128TB The Studio Network Solutions EVO Expansion Chassis is ideal for DSLR workflows, mobile/field artists, and studios with limited rack space. It accommodates sixteen 12 TB drives.	Ross SNS EVO 128TB	1	42,999.00	42,999.00T
Ross SNS Commissioning	EVO-COM-ONLINE-1DAY	1	1,612.00	1,612.00T
Belden 10GXS12 CAT6A Cable 1000 ft roll, cat6a network cable		3	554.00	1,662.00T
Hollyland Solidcom C1-8S Full-Duplex Wireless DECT Intercom System with 8 Headsets (1.9 GHz)	HL-SOLIDCOM C1-8S	1	1,949.00	1,949.00T

Remittance Address:
Nelco Media, Inc.
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SA TX 78212-0301

ACTIVITY	SKU	QTY	RATE	AMOUNT
<p>The Hollyland Solidcom C1-8S is a full-duplex wireless DECT intercom system engineered to provide clear audio and all-day wearing comfort in a true-wireless design with no bodypack or hub required. This configuration includes 8 single-sided headsets, 1 master and 7 remote units, along with rechargeable batteries, a charger</p>				
Denon DN-300RMKII Solid-State SD/USB Audio Recorder	DN-300RMKII	1	329.00	329.00T
<p>The DN-300RMKII records to both SD and USB media simultaneously - perfect for recording conferences where the client needs a copy of the recording after the event. With outstanding ease-of-use and simple operation, anyone can use the DN-300RMKII right out of the box and record to SD, USB or both</p>				
Nelco Media Installation Nelco Media Installation	Install	2	5,400.00	10,800.00T
ROOM 201 A CONFERENCE				
		1	0.00	0.00T
Panasonic - UHD 4K 20x PTZ Camera (White)	AW-UE150WPJ	3	11,400.00	34,200.00T
<p>Panasonic - UHD 4K 20x PTZ Camera (White) This pro PTZ camera outputs up to UHD 4K 60p over a variety of 4K connections including 12G-SDI, HDMI, optical fiber, and IP streaming. *Requires POE++ or separate 12V Power supply, not included</p>				
Panasonic - Wall mount for white AW-UE150 & HE/HN130 (*Replaced with FEC-150GMK*)	FEC-150WMW	3	243.00	729.00T
<p>Panasonic - Wall mount for white AW-UE150 & HE/HN130</p>				
NewTek - Panasonic NDI Upgrade	PPTZUCC	3	300.00	900.00T
<p>Upgrade your current Panasonic PTZ camera or camcorder with NewTek NDI® HX Allows your Panasonic PTZ camera or camcorder to serve as a live video input for any NDI® compatible hardware or software from anywhere on your network PoE+ for Power, Ultra Low Latency Audio/Video, Tally & Control via a single ethernet cable (PTZ cameras) Enables automatic camera discovery on the network via NDI® Upgrade available for the following Panasonic PTZ cameras: AW-UE150, AW-HE130, AW-UE70, AW-HE40, AW-HE38, AG-CX350</p>				
6 Fiber Indoor Distribution Fiber Optic Cable, Singlemode, 9/125, Yellow, Riser Rated, Spool, 1000 f	115028-1000	1	295.00	295.00T
<p>This yellow 1000-foot spool of fiber optic</p>				

Remittance Address:
Nelco Media, Inc.
PO Box 12301
SA TX 78212-0301

ACTIVITY	SKU	QTY	RATE	AMOUNT
distribution cable is intended to use for long-distance indoor runs at high data transfer speeds which is necessary to power today's advanced networks and current - as well as future - infrastructure needs				
Netgear 8x1G Ultra90 PoE++ 802.3bt 720W 2x1G and 2xSFP+ Managed Switch Designed with input from industry professionals, the AV Line M4250 GSM4212UX 8-Port Gigabit PoE++ Compliant Managed AV Switch from Netgear is engineered for 1G AV over IP	GSM4212UX	1	1,199.00	1,199.00T
SMF LC Cost to make SMF LC Connector		12	150.00	1,800.00T
QSC-NV21HU Network Video Endpoints The Q-SYS NV Series NV-21-HU is the next evolution for native video distribution on the Q-SYS Platform. The NV-21-HU is a software configurable endpoint offering a comprehensive single-cable solution for audio and video distribution, AV bridging and device charging via USB-C. The NV-21-HU's compact size and reduced I/O make it ideal for supporting meeting rooms, learning spaces, hospitality and entertainment installations. The NV-21-HU can be used alongside other Q-SYS NV Series video endpoints, providing system design flexibility. Like all Q-SYS products, the NV-21-HU offers native integration and control, simplifying configuration and operation.	QSC-NV21HU	8	2,250.00	18,000.00T
QSC NV-21-PSU Q-SYS External Power Supply for NV-21-HU	QSC-NV21PSU	8	240.00	1,920.00T
QSC Core 8 Flex - CORE 8 FLEX Introducing the Q-SYS Core 8 Flex audio, video and control (AV&C) processor, which extends the applications of the Q-SYS Ecosystem into a wider range of smaller-scale installations across corporate, higher education, healthcare and beyond. Built on the same foundational technology as the rest of the Q-SYS processor portfolio, including the best-in-class Q-SYS Core 110f, the Core 8 Flex is designed for applications with lower network channel capacity and/or targeted processing requirements.	QSC-CORE8FLEX	1	2,930.00	2,930.00T
QSC Collaboration Scaling license Bundle for Core Nano/Core 8 Flex Q-SYS Collaboration Bundle scaling license for Core Nano and Core 8 Flex that doubles the networked audio capacity to 128x128, doubles the maximum number of next-generation AEC processors to 16, doubles the maximum number of Softphone instances to 4, and	QSC-SLCOL8NP	1	1,275.00	1,275.00T

Remittance Address:
Nelco Media, Inc.
PO Box 12301
SA TX 78212-0301

ACTIVITY	SKU	QTY	RATE	AMOUNT
doubles the general purpose processing capacity, Perpetual.				
QSC Q-SYS Scripting Engine Software, Perpetual Q-SYS™ has no equal as an integrated, scalable audio, video and control solution. Built from the ground up on a powerful, open, IT-friendly foundation, the Q-SYS platform transcends the limitations in scope, performance, and usability that have kept previous networked audio, video and control systems from satisfying and exceeding the customer and project requirements:	QSC-SLQSE8NP	1	234.00	234.00T
QSC Dante Licenses	QSC-SLDAN32P	1	920.00	920.00T
QSC AV Bridging	QSC-SLQBRP	8	670.00	5,360.00T
QSC Q-SYS UCI Deployment Software License, Perpetual	QSC-SLQUD8NP	1	116.00	116.00T
QSC Camera QSC Cameras	QSC-NC12X80	2	4,625.00	9,250.00T
QSC High Definition Touch Screen Controller (Black) The Q-SYS TSC Series Gen 3 are high-performance network touch screen controllers native to Q-SYS. Available in three sizes (5-inch, 7-inch, 10-inch), these PoE-capable (power over Ethernet) devices support a wide range of applications needing a fullycustomizable user control interface (UCI). Like all Q-SYS products, the TSC Series Gen 3 integrate seamlessly into a system design and take full advantage of drag-and-drop integration and robust control engine within Q-SYS to provide users with intuitive AV controls for any space.	QSC TSC 101-G3	2	3,170.00	6,340.00T
MaxHub ND98CMA A 4K commercial display, equipped with non-glare technology and conformal coating - ideal for meeting rooms and commercial settings.	ND98CMA	2	7,899.00	15,798.00T
Sennheiser TeamConnect Ceiling 2 - Kit - microphone Clear speech intelligibility has become an essential part of modern work styles, especially when conferencing with remote participants. TeamConnect Ceiling 2's unmistakable technology transmits your voice crystal clear to remote participants as if they were on the spot.	Sennheiser TeamConnect Ceiling 2 - Kit - microphone	3	4,889.00	14,667.00T
Logitech Tap IP Touch Controller (10.1", Graphite) The graphite Logitech Tap IP Touch Controller integrates a one-touch join seamless meeting controller into your office conference room for easy content sharing. Its 10.1" touchscreen	952-000085	2	699.00	1,398.00T

Remittance Address:
 Nelco Media, Inc.
 PO Box 12301
 SA TX 78212-0301

ACTIVITY	SKU	QTY	RATE	AMOUNT
display features an anti-fingerprint, oleophobic coating and motion sensor for always-on readiness				
RCI Wiermold Floor box plates	Wiermold Floor box plates	1	600.00	600.00T
Spark Plus™ I/O 4K Converter (HDMI) Spark Plus™ I/O 4K Converter (HDMI)	NSP4KIO	2	995.00	1,990.00T
Chief Proximity Lever Lock Plate for PAC526 & PAC527L In-Wall Storage Boxes Secure your A/V equipment within your PAC526 or PAC527L in-wall storage box with the Chief Proximity Lever Lock Plate. Its universal hole pattern lets you mount small devices easily, and it can be snapped in two to further customize your mounting options.	PACL2	2	63.20	126.40T
Netgear AV Line M4250 GSM4248UX 40-Port Gigabit PoE++ Compliant Managed AV Switch with SFP+ (2880W) Designed with input from industry professionals, the AV Line M4250 GSM4248UX 40-Port Gigabit PoE++ Compliant Managed AV Switch from Netgear is engineered for 1G AV over IP. Enjoy 40 PoE++ compliant rear-facing ports with a 2880W budget and pre-configuration for out-of-the-box functionality	GSM4248UX-100NAS	1	4,689.00	4,689.00T
Netgear AGM732F GBIC SFP Ethernet Transceiver Module Netgear's AGM732F is a hot pluggable 3.3V Small-Form-Factor transceiver module designed expressly for high-speed communication applications. This RoHS Compliant Small Form Factor Pluggable Transceiver for Gigabit Ethernet and Fiber Channel is able to handle rates of up to 1.25Gbit/sec. - and it is compliant with the Gigabit Ethernet standards, as well as the SFP Multisource Agreement (MSA).	AGM732F	2	321.00	642.00T
MIDDLE ATLANTIC UTR1 1SP UNIVERSAL HALF-RACK TRAY	UTR1	2	59.00	118.00T
Belden 10GXW12 Category 6A Cable 500MHz 4 Pair U/UTP - Black - 1000 Foot Belden 10GXW12 is the industry's smallest-diameter Category 6A cable, designed for Smart building applications 1000 ft	10GXW12 0101000	2	545.00	1,090.00T
Nelco Media Installation Nelco Media Installation	Install	12	5,400.00	64,800.00T
Q-SYS Programming Ricky Q-SYS programming per day	Q-SYS Programming	10	1,995.00	19,950.00T
Nelco Media Workflow Commissioning Workflow Commissioning, Mike on site for Nversion Automation	NMWC	3	1,500.00	4,500.00T

Remittance Address:
 Nelco Media, Inc.
 PO Box 12301
 SA TX 78212-0301

ACTIVITY	SKU	QTY	RATE	AMOUNT
Travel Travel and Lodging for Team of 4 Engineers for 12 Days	Travel	1	9,200.00	9,200.00
Nelco Media Extended Service Contract Nelco Media Extended Service Contract Includes 2 visits per year, for 5 years from completion of scope work, to update firmware, check workflow and troubleshoot any connections. Phone troubleshooting available 9am-6pm Monday through Friday and will be responded to within an hour during those business hours. Also 30 hours will be allotted per year for any onsite work outside of the 2 scheduled visits. Any hours beyond that will be assessed at \$150 per hour	NMESC	1	60,000.00	60,000.00T
4967 TIPS Contract 230105		1	0.00	0.00T

Terms: Pre-Pay 50%, balance due upon completion
 Acceptance of Estimate: No work will begin without signed estimate or company purchase order
 Late Payment: Interest accrues at the rate of 1.5 percent per month or 18 percent annually on overdue payments.
 Ownership: All equipment remains property of Nelco Media, Inc until full payment including any late fees are paid in full

SUBTOTAL	809,680.33
DISCOUNT 3%	-24,290.41
TAX	0.00
TOTAL	\$785,389.92

Accepted By

Accepted Date

Remittance Address:
 Nelco Media, Inc.
 PO Box 12301
 SA TX 78212-0301

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 45, amending the FY 2023-24 Budget for municipal purposes respecting the Information Technology Capital Project Fund and the Health Benefits Operating Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Capital Improvement Project 92578, Enterprise Resource Planning System, and reduce funding in the amount of \$193,806, from \$2,500,000 to \$2,306,194. Funding will be Health Benefits Cash.

II. Increase the transfer from the IT Capital Project Fund to the Health Benefits Operating Fund by \$193,806.

Capital Improvement Project 92578 was first appropriated in FY 2018-19 to propose an Enterprise Resource Planning System (ERP) for employee self-service software to include Human Capital Management, Timekeeping, Leave Management, Payroll, Finance, and Purchasing. This project was intended to replace the city's current outdated ERP system.

Fiscal Impact

This project was originally partially funded with a transfer from the Health Benefits fund. The remaining \$193,806 will be transferred back to the Health Benefits fund.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 45

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE IT CAPITAL PROJECT FUND AND THE HEALTH BENEFITS OPERATING 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 #45) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92578, Enterprise Resource Planning System, and reduce funding in the amount of \$193,806, from 2,500,000 to 2,306,194. Funding will be Health Benefits Cash.
- II. Increase the transfer from the IT Capital Project Fund to the Health Benefits Operating Fund by \$193,806.

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing portions of an underground streetlight cable easement located in Lot 334, Lincoln 16 Addition, City of Lubbock, Lubbock County, Texas, south of Princeton Street and east of North Clinton Avenue.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close an underground streetlight cable easement located in Lot 334, Lincoln 16 Addition, south of Princeton Street.

The total area of the easement being closed is 189.45 square feet. The proponent desires to close the easement due to a change in the development of this property. The easement, which is not currently in use, is no longer needed. There is no charge to close an easement.

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 - Section 6, Block JS Lot 334

GIS Map - Section 6, Block JS Lot 334

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF AN UNDERGROUND STREET LIGHT CABLE EASEMENT LOCATED IN LOT 334, LINCOLN 16 ADDITION, CITY OF LUBBOCK, 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 right-of-way purposes and for public use, such right-of-way being more particularly described in the attached Exhibits "A."

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

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

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

AND IT IS SO ORDERED.

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

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

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

Ord. Right-of-way Closure Lot 334, Lincoln 16 Addition

Proposed Closure of an Underground Street Light Cable Easement Located within Section 6, Block JS

**Proposed Closure of an Underground Street Light Cable Easement
~189.45 sq ft**

TR B

0 50 100 200 300 Feet

City of Lubbock

**Proposed Closure of an
Underground Street Light Cable Easement
~189.45 sq ft**

A horizontal number line is shown with tick marks at 0, 50, 100, 200, and 300. The word "Feet" is written at the right end of the line. The line is divided into four segments: a black segment from 0 to 50, a white segment from 50 to 100, a black segment from 100 to 200, and a white segment from 200 to 300.

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.

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) street, public use, and right-of-way deed, and all related documents, in connection with certain real property located in Section 10, Block JS, Lubbock County, Texas (Parcel 20), on the east side of Upland Avenue, north of 19th Street and south of 18th Street, to be utilized for the Upland Avenue: 4th Street to 19th Street 2022 Road Bond Project.

Item Summary

The Lubbock Area Baptist Association is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 4th Street to 19th Street Capital Improvements 2022 Bond Project on the east side of Upland Avenue, north of 19th Street, south of 18th Street.

The proponents will dedicate a 3,150 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$28,350 plus closing costs. This acquisition is funded in Capital Improvements Project 92812, Upland Avenue: 4th Street to 19th 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 - Dedication Deed

Parcel 20 - GIS Map

CIP Detail

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 accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 10, Block JS, Lubbock County, Texas (Parcel 20), to be utilized for the North Upland Avenue Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

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

North Upland Avenue (4th to 19th) Project

Parcel No. 20

Abbreviated Property Description: A 0.0723-acre (3,150 sq. ft.) parcel located in the Southwest Quarter (SW/4) of Section 10, Block JS, being a portion of that called 0.813-acre tract described in County Clerk File Number (CCFN) 2011034491, Official Public Records of Lubbock County, Texas (OPRLCT)

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

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK

§

§

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 10th day of July, 2024

GRANTOR:

LUBBOCK AREA BAPTIST ASSOCIATION,
a Texas non-profit corporation

Jerry Joplin
Jerry Joplin, Director

ACKNOWLEDGMENT

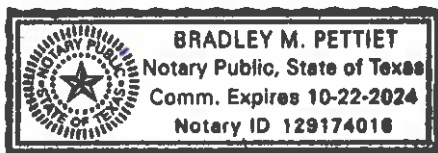
STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 10th day of July, 2024 by **JERRY JOPLIN**, as Director of **LUBBOCK AREA BAPTIST ASSOCIATION**, a Texas non-profit corporation. 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.



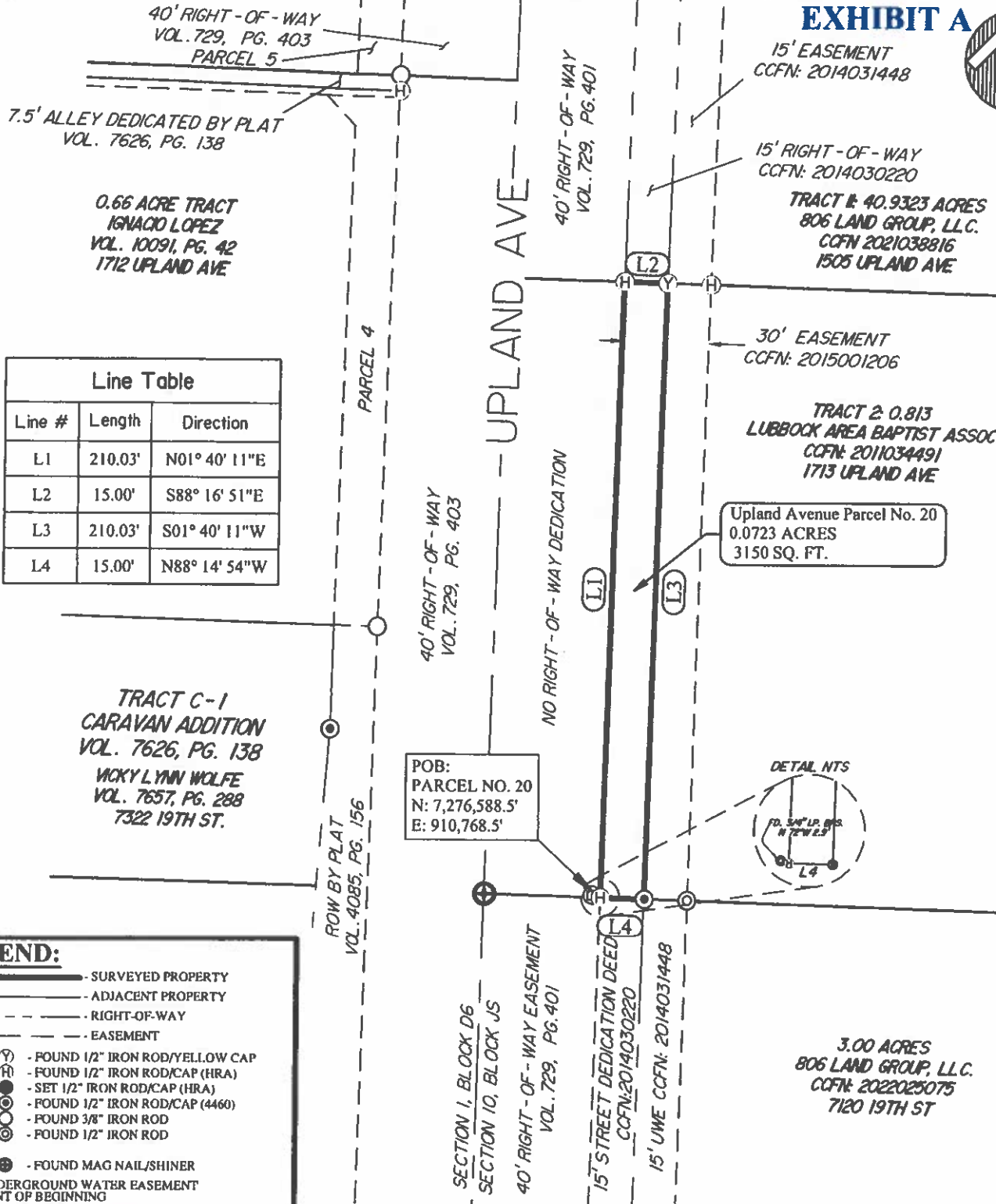
Bradley M. Pettiet
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 10/22/2024

Grantee's Address:

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

Street, Public Use and Right of Way Deed

EXHIBIT A



LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- FOUND 1/2" IRON ROD/YELLOW CAP
- FOUND 1/2" IRON ROD/CAP (HRA)
- SET 1/2" IRON ROD/CAP (HRA)
- FOUND 1/2" IRON ROD/CAP (4460)
- FOUND 3/8" IRON ROD
- FOUND 1/2" IRON ROD
- FOUND MAG NAIL/SHINER

UWE- UNDERGROUND WATER EASEMENT
POB- POINT OF BEGINNING
NTS- NOT TO SCALE

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 20
PERIMETER SURVEY OF A
0.0723 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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



2/28/24

HR HUGO REED
AND ASSOCIATES, INC.

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

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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

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DESCRIPTION FOR PARCEL 20

METES AND BOUNDS DESCRIPTION of a 0.0723-acre (3,150 sq. ft.) parcel located in the Southwest Quarter (SW/4) of Section 10, Block JS, being a portion of that called 0.813-acre tract described in County Clerk File Number (CCFN) 2011034491, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.0723-acre parcel being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." (N=7,276,588.5', E=910,768.5') found in the East line of that 40' Right-of-Way easement described in Volume 729, Page 401, Deed Records of Lubbock County, Texas (DRLCT), and the North line of that 3.00-acre tract described in CCFN 2022025075, OPRLCT, at the Southwest corner of this parcel, which bears N. 01°40'11" E. a distance of 450.00 feet and S. 88°14'54" E. a distance of 40.00 feet from the Southwest corner of said Section 10, Block JS;

THENCE N. 01°40'11" E., 40.00 feet East of and parallel with the West line of said Section 10, a distance of 210.03 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found in the South line of that 40.9323-acre tract described in CCFN 2021038816, OPRLCT, at the Northwest corner of this parcel;

THENCE S. 88°16'51" E., along the South line of said 40.9323-acre tract, a distance of 15.00 feet to a 1/2" iron rod with yellow cap found at the Northeast corner of this parcel;

THENCE S. 01°40'11" W., 55.00 feet East of and parallel with the West line of said Section 10, a distance of 210.03 feet to a 1/2" iron rod with cap marked "4460" found in the North line of said 3.00-acre tract at the Southeast corner of this parcel;

THENCE N. 88°14'54" W., along the North line of said 3.00-acre tract, a distance of 15.00 feet to the POINT OF BEGINNING, having an area of 0.0723 Acres (3,150 Square Feet), more or less.

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 20
PERIMETER SURVEY OF A
0.0723 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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



2/28/24

HR HUGO REED
AND ASSOCIATES, INC.

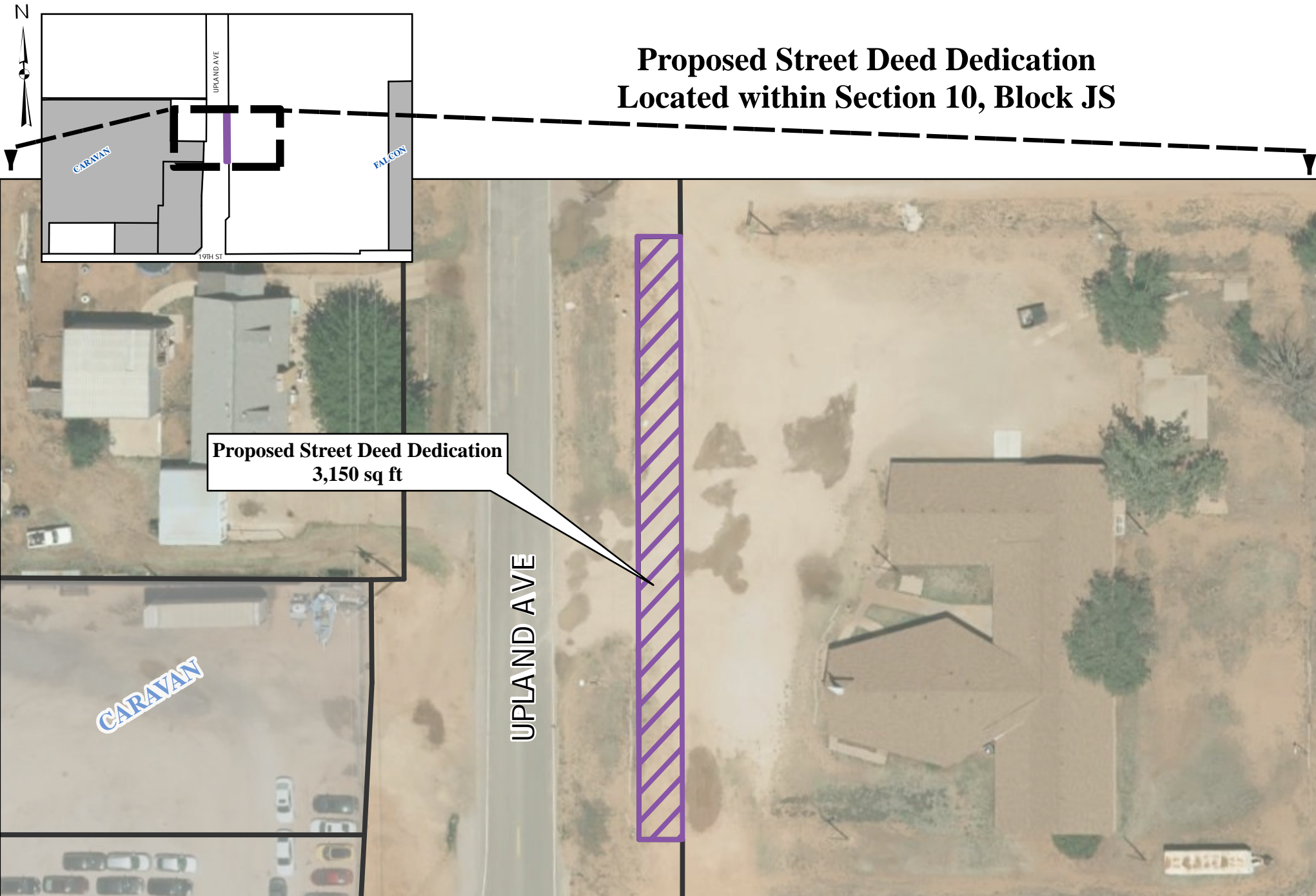
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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

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Proposed Street Deed Dedication Located within Section 10, Block JS



0 50 100 200 Feet

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



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

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

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

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

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

Project Dates

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

Project Location

Upland Ave - 4th Street to 19th Street

Project Appropriations

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

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Obligation Bonds	\$3,200,000	\$11,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$3,200,000	\$11,500,000	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

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

**City of Lubbock
Capital Project
Project Cost Detail
August 13, 2024**

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

<i>Encumbered/Expended</i>	Budget
COL Staff Time	\$ 12,163
Contract 17113 with Half Associates, Inc. for Design Services	949,700
Parcel 6 - Land Acquisition	24,740
Parcel 7 - Land Acquisition	13,633
Parcel 8 - Land Acquisition	54,487
Parcel 13 - Land Acquisition	51,018
Parcel 16 - Land Acquisition	63,785
Parcel 21 - Land Acquisition	36,621

<i>Agenda Item August 13, 2024</i>	
Parcel 20 - Land Acquisition	28,350
<i>Encumbered/Expended To Date</i>	1,234,497

<i>Estimated Cost for Remaining Appropriation</i>	
Upland Avenue: 4th St to 19th St - 22B Construction	1,965,503
<i>Remaining Appropriation</i>	1,965,503

Total Appropriation	\$ 3,200,000
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Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the mayor to execute a Street Use License and/or City Public Grounds Monitor Well Permit, and all related documents, by and between the City of Lubbock and the Air Force Civil Engineer Center, and located in the right-of-way of 25th Street, west of Inler Avenue.

Item Summary

The Air Force Civil Engineer Center (AFCEC) is requesting a Street Use License for the purpose of a Groundwater Monitoring Well in the right-of-way of 25th Street west of Inler Avenue.

The term of the license is for 5 years and shall be automatically extended for successive 5-year terms not to exceed 20 years, unless either party shall give written notice of termination to the other party. The AFCEC is granted this license at no cost, because the AFCEC is a government entity and provides public benefit to the citizens of the City of Lubbock.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Res - 25th St. and Inler Ave.

SUL - 25th St. and Inler Ave.

GIS Map - 25th St. and Inler Ave.

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 and/or City Public Grounds Monitor Well Permit by and between the City of Lubbock and Air Force Civil Engineer Center, and related documents. Said License is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

**_____
MARK W. MCBRAYER, MAYOR**

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:


Amy L. Sims, Deputy City Attorney

**STREET USE LICENSE AND/OR CITY
PUBLIC GROUNDS MONITOR WELL PERMIT**

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

KNOW ALL MEN BY THESE PRESENTS:

This indenture made this _____ day of _____, 2021, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, and the **AIR FORCE CIVIL ENGINEERING CENTER**, hereinafter called "PERMITTEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the PERMITTEE, the right, privilege and license to use portions of dedicated streets and/or alleys and/or City public grounds for groundwater monitoring wells, as described in Exhibit "A" attached hereto.

The term of this grant 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 original or any subsequent 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 permit with or without cause upon thirty (30) days prior written notice to the PERMITTEE. Said notice shall be deemed properly serviced if deposited in the post office, postage paid, addressed to PERMITTEE at the last known address of PERMITTEE. Application fee for this permit is ZERO AND NO/100 DOLLARS (\$0.00).

Upon expiration or cancellation and revocation of this permit by the CITY OF LUBBOCK or the abandonment of the permit by the PERMITTEE, the improvements that are permitted under this permit shall be removed by the PERMITTEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event PERMITTEE 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 PERMITTEE for which PERMITTEE shall be liable.

1. PERMITTEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, for the first five (5) year non-refundable term of this permit, 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. 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

PERMITTEE of any change in rates in writing 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 PERMITTEE agrees to pay all costs arising out of the exercise of this permit herein granted including, but not limited to the replacement and repairing of paving, sidewalks and utilities of any nature occasioned by the construction as authorized by this permit. PERMITTEE must utilize all necessary construction barricades, warning signs and traffic control devices, in accordance with the Texas Manual on Uniform Traffic Control Devices (T.M.U.T.C.D.), when drilling the monitor well, inspecting the monitor well or testing of water samples and removal of the monitor well. All drilling fluids and cuttings are to be emptied at Texas Water Commission approved sites and not be emptied onto City streets, alleys, or City owned property.

3. In the event the CITY OF LUBBOCK determines that the existence of such use 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, the PERMITTEE 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 PERMITTEE'S use herein. All work is to be done in compliance with local, State and Federal laws and regulations.

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

5. This permit is made subject to the condition that should the PERMITTEE exercise any right under the permit herein granted 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 PERMITTEE, its successors and assigns will at all times 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, suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this permit or the construction or maintenance and use permitted herein. Permittee is responsible and liable for any and all contamination done to the water table if such occurs during the drilling, monitoring or filling of the well. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by the PERMITTEE 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 any amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions 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 the PERMITTEE

prior to incurring any costs or expenses or the payment of any such claims or demands in order to give the PERMITTEE, a reasonable opportunity to settle or adjust the same.

6. If the street or alley area is ever widened and the well is found to be located in the portion to be widened and must be relocated, Permittee must fill the old well and drill a new well at Permittee's sole expense. This new well, if required by the Texas Water Commission, could be located on City owned property and permittee will be reasonable for additional licensing costs.

7. After completion, the well shall be permanently filled and capped to the requirements of the City, the Underground Water Conservation District, the TCEQ or other applicable specifications. In general, the finished surface shall be left in a condition at least as good as that which existed prior to the drilling operations.

8. PERMITTEE agrees and is required to furnish a policy of public liability and property damage insurance within limits as follows:

Commercial General Liability Insurance

Amount – Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence and

OR

Commercial General Liability Insurance

Amount	\$600,000 combined single Limit each occurrence and in the aggregate
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Solely at Permittee's expense, Permittee shall do one of the following things:

- (1) Permittee may furnish a separate insurance policy showing the City of Lubbock as named insured; or
- (2) Permittee may furnish an insurance certificate showing the City of Lubbock as an additional named insured by endorsement on Permittee's insurance policy.

9. All of the covenants and provisions of this permit 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 PERMITTEE, its successors and 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).

10. PERMITTEE, by its 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 PERMITTEE waives any and all claims in and to the public way PERMITTEE is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this permit.

11. 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.

Written notices required hereunder shall be mailed to the City of Lubbock, addressed to the City Manager, P.O. Box 2000, Lubbock, Texas 79457. Written notices required hereunder should be mailed to the PERMITTEE, **Air Force Civil Engineering Center, 2261 Hughes Avenue, Suite 155, JBSA Lackland, Texas 78236-9853.**

AGREED TO AND ACCEPTED this _____ day of _____, ____.

CITY OF LUBBOCK

Mark W. Mcbrayer, Mayor

PERMITTEE:
Air Force Civil Engineering Center

BY:



PRINT: Paul F. Carroll, GS-13

TITLE: BRAC Environmental
Coordinator, Former Reese AFB

ATTEST:

Courtney Paz, City Secretary

STREET/ALLEY AND/OR CITY PUBLIC GROUNDS
MONITOR WELL PERMIT

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day
of _____, _____.

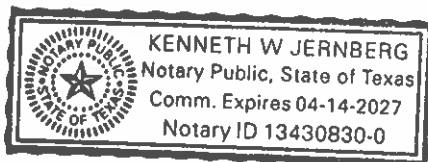
Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared **Paul F. Carroll, GS-13**, 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 as act and deed of aforesaid PERMITTEE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day
of August, 2024.



[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 4-14-27

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, appearing to read "Michael Keenum", written over a horizontal line.

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

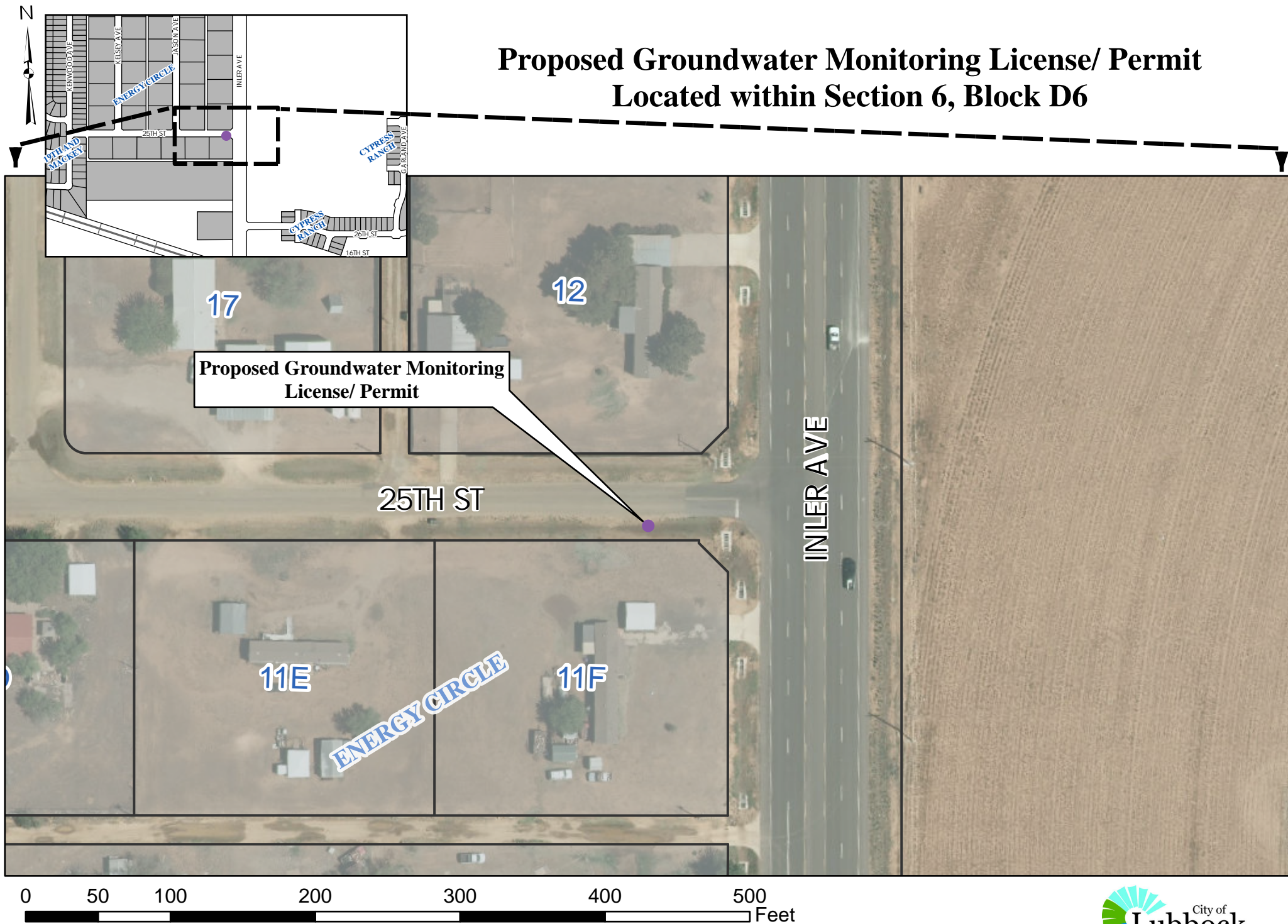
APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Amy L. Sims", written over a horizontal line.

Amy L. Sims, Deputy City Attorney

Licenses.Street Use-Monitor Well Permit-AFCEC

Proposed Groundwater Monitoring License/ Permit Located within Section 6, Block D6



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.

Information

Agenda Item

Ordinance 1st Reading - Engineering: Consider an ordinance amending Articles 39.04 and 39.07 of the Code of Ordinances of the City of Lubbock, by adding Articles 39.07.046, and amending Sections 39.04.012, 39.04.013, and 39.07.020, to allow for certain building permits to be approved while required infrastructure is constructed in parallel.

Item Summary

The Code of Ordinances of the City of Lubbock, Section 39.04, prohibits the City from approving a Building Permit prior to completion and acceptance of all required infrastructure. This proposed amendment would allow Building Permits for certain commercial projects to be released while infrastructure is completed in parallel with other building activities. In lieu of requiring the infrastructure to be built, a bond can be provided, allowing construction of both the building and infrastructure to occur simultaneously. This amendment would apply to developments with four (4) or fewer commercial tracts. Ultimately, this amendment allows for more efficient construction sequencing.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE (ORDINANCE NO. 2023-O0054), AMENDING SECTIONS 39.04.012.f, 39.04.013.g, AND 39.07.020.d.3.D, AND ADDING SECTION 39.07.046 REGARDING BUILDING PERMIT ISSUANCE IN CONJUNCTION WITH PROPERTY DEVELOPMENT AND TO ALLOW PARALLEL CONSTRUCTION OF CERTAIN IMPROVEMENTS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, since the adoption of the Unified Development Code (“UDC”) of the City of Lubbock, Ordinance No. 2023-O0054, city staff has been receiving feedback from the community regarding various changes that were adopted as part of the UDC and the effect some of the changes have in practice as new development under the UDC is taking place; and

WHEREAS, city staff finds that for certain commercial construction projects, there should be an option to obtain a building permit at the same time infrastructure improvements to support the development are being constructed; and

WHEREAS, the City Council of the City of Lubbock finds it in best interest of the citizens of Lubbock to adopt the following amendments to the UDC herein to allow for parallel construction of certain improvements; **NOW THEREFORE:**

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

SECTION 1. THAT Section 39.04.012.f of the UDC, City of Lubbock, Texas is hereby amended as follows:

f. Building Permit. A building permit shall not be issued on a platted lot or tract, until such time as the City Engineer issues notification described in Section 39.07.020.d, Platting, or a Waiver, Delay, or Parallel Construction has been authorized by the City Engineer in accordance with Section 39.07.044, Waiver of Improvements, Section 39.07.045, Delay of Improvements, or Section 39.07.046, Parallel Construction Alternative.

SECTION 2. THAT Section 39.04.013.g of the UDC, City of Lubbock, Texas is hereby amended as follows:

g. Building Permit. A Building Permit shall not be issued on a platted lot or tract, until such time as the City Engineer issues notification described in Section 39.07.020.d, Platting, or a Waiver, Delay, or Parallel Construction has been authorized by the City Engineer in accordance with Section 39.07.044, Waiver of Improvements, Section 39.07.045, Delay of Improvements., or Section 39.07.046, Parallel Construction Alternative

SECTION 3. THAT Section 39.07.020.d.3.D of the UDC, City of Lubbock, Texas is hereby amended as follows:

D. Unless an exception to platting is authorized by Section 39.04.002, Applicability, or unless relief is granted in accordance with Section 39.07.044, Waiver of Improvements, or Section 39.07.045, Delay of Improvements, or Section 39.07.046, Parallel Construction Alternative, the Building Official shall not issue a Building Permit, as required by the City's Building Code, for any principal structure unless:

1. The subject property is part of a plat recorded with the Lubbock County Clerk;
2. The required impact fee has been paid; and
3. A notification from the City Engineer has been issued stating:
 - a. Water and wastewater
 - i. Water and Wastewater infrastructure have been accepted by City for maintenance and the subdivider has submitted accurate as-built drawings of such infrastructure; or
 - ii. A valid letter of credit or bond is on file for the required water and sewer infrastructure if a request for a Parallel Construction Alternative has been granted in accordance with Section 39.07.046, Parallel Construction Alternative; and
 - b. Curb and gutter
 - i. Curb and gutter have been constructed and completed according to the City's Engineering Minimum Design Standards and Specifications; or
 - ii. A valid letter of credit or bond is on file for the required paving and drainage infrastructure if a request for a Parallel Construction Alternative has been granted in accordance with Section 39.07.046, Parallel Construction Alternative; and
 - c. An all-weather road has been constructed that meets the City's Fire Code; and
 - d. The applicant has provided a letter of credit to the City Engineer in an amount adequate to complete the required paving work, should the applicant fail to do so.

SECTION 4. THAT the UDC, City of Lubbock, Texas is hereby amended by adding a section that shall read as follows:

Section 39.07.046 Parallel Construction Alternative

- a. **Generally.** In addition to the applicable required procedures in Division 7.1, Purpose, Applicability, and Common Review Procedures, the following shall apply to the Parallel Construction Alternative.
- b. **Purpose.** Parallel construction of water, wastewater, or paving may be requested, subject to the requirements of this Section. The purpose of a Parallel Construction Alternative is to allow more efficient construction of infrastructure installation required in Sections 39.04.005, Street Network and Design, 39.04.012, Public Water Systems, and 39.04.013, Public Wastewater Systems, specifically as such Sections relate to extending new or improving existing water or wastewater lines or streets. A Parallel Construction Alternative request may only be considered concurrently with a Preliminary Plat, or Final Plat, or Replat. The subdivider shall include as part of the Plat application the reason(s) they should be eligible for the Alternative in accordance with this Section. Failure to submit such information shall render the Plat application incomplete.
- c. **Eligibility.** A subdivider may only request the Parallel Construction Alternative for:
 - 1. A Plat application that was filed on or after October 1, 2023;
 - 2. Plats that contain only commercial tracts, and only contain four commercial tracts or less; and
 - 3. Granting of the Parallel Construction Alternative would not otherwise negatively impact the design of the subdivision or the ability to subdivide adjacent sites in the future.
- d. **Bond-in-Lieu of Required Improvements.**
 - 1. Installation Guarantee. If the subdivider receives approval of the Parallel Construction Alternative request, he or she shall provide an installation guarantee in the form of a letter of credit or bond for the amount of the improvement(s) and in a form approved by the City Attorney. The letter of credit or bond must be received and accepted by the City prior to issuance of Building Permit.
 - 2. Calling the Installation Guarantee. If the subdivider does not install, or the City does not accept, the infrastructure that is the subject of the Parallel Construction Alternative within two years after approval of the Final Plat recording date, then the City Engineer may request the installation guarantee from the guarantor so that the improvements may be paid for and installed. An extension may be granted at the discretion of the City Engineer.
- e. **Specific Decision Criteria.** In determining whether to approve or deny a request for the Parallel Construction Alternative, the applicable review bodies shall consider the applicable common decision criteria in Section 39.07.006, Common Decision Criteria, and the following:

1. Eligibility. The subject property is eligible for a Parallel Construction Alternative based on the provisions in Subsection c., Eligibility, above; and
 2. Negative Impact. Granting of the Parallel Construction Alternative would not otherwise negatively impact the design of the subdivision or the ability to subdivide adjacent sites in the future.
- f. **Affirmative Findings.** In order to approve a request for the Parallel Construction Alternative, the City Engineer shall make affirmative findings on all of the applicable decision criteria.
- g. **Building Permit.** If a request for the Parallel Construction Alternative is granted, a building permit may be issued prior to the infrastructure being accepted by the City. If at any time the subdivider abandons work on infrastructure required in Sections 39.04.005, Street Network and Design, 39.04.012, Public Water Systems, and 39.04.013, Public Wastewater Systems, requests for Building Permit Inspections will be denied until the subdivider resumes work on infrastructure. Under no circumstances shall a Temporary or Final Certificate of Occupancy be granted until such time as all infrastructure required in Sections 39.04.005, Street Network and Design, 39.04.012, Public Water Systems, and 39.04.013, Public Wastewater Systems has been accepted by the City.
- h. **Appeal.** Any party aggrieved by or alleging error in the final decision of a Parallel Construction Alternative request may appeal to the Planning and Zoning Commission.

SECTION 5. THAT a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 6. 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 7. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Ccdocs://Ordinance Amending UDC Parallel Construction
7.30.24

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Professional Services Agreement, Contract 18233, with Freese and Nichols, Inc., for final design, bid, and construction phase services for the 66th Street Drainage Channel Improvements Project.

Item Summary

The intersection of 66th Street and Upland Avenue has historically flooded during small rain events. This project will over excavate an existing Playa Lake and improve and widen the channel along 66th Street, ultimately removing several properties from the existing floodplain.

Staff conducted contract negotiations with Freese and Nichols, Inc., after establishing them as qualified for providing construction phase engineering services for the 66th Street Drainage Channel Improvements Project. Fair and reasonable hourly rates were agreed upon for a total contract amount of \$492,003, with a 540-calendar day contract duration.

Fiscal Impact

Contract 18233 in the amount of \$492,003, is funded in Capital Improvements Project 92654, Upland Ave and 66th St Playa Drainage Improvements.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution

Contract 18233

Location Map

CIP Spreadsheet

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 18233 for final design, bid, and construction phase services for the 66th Street drainage channel project, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18233 is entered into this ____ day of _____, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc. (the "Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Final Design, Bid and Construction Phase Services for 66th Street Drainage Channel Project, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 540 calendar days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$492,003, as set forth in Exhibit “B”.

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

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

General Aggregate Limit: \$2,000,000

Professional Liability:

Combined Single Limit: \$2,000,000

Automobile Liability:

Combined Single Limit for any auto: \$1,000,000 Per Occurrence

Employer's Liability:

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

Worker's Compensation

Per Occurrence Single Limit: \$500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE,

OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Freese and Nichols, Inc.
Heather R. Keister, P.E., CFM
1500 Broadway Street, Suite 1150
Lubbock, Texas 79401
Telephone: 806.686.2706
Email: Heather.Keister@freese.com

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

Zoltan Fekete, P.E.
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806.775.3317
Email: zfekete@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the “Non-Appropriation Date”). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on

thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

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

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

Q. Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

MARK W MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Firm

Freese and Nichols, Inc.

By: 

Heather Keister, P.E.
Principal/Vice President

Email: Heather.Keister@freese.com

EXHIBIT A
SCOPE OF SERVICES FOR:
FOR 66TH STREET CHANNEL IMPROVEMENTS
FINAL DESIGN, BID AND CONSTRUCTION PHASE SERVICES

GENERAL:

This proposal is for final design, bid and construction phase services for playa excavation to Playa 100 and channel improvements for Playa 100 overflow near 66th Street, from Playa 100 west of Upland east along Marsha Sharp Freeway to Playa 039A. The Federal Emergency Management Agency (FEMA) floodplain map shows that the subject area has a defined floodplain noted as Zone AE on the FIRM. These major improvements are needed to reduce playa overflow within allowable flow depths at the 66th & Upland intersection, provide connectivity to the proposed culvert to be constructed as part of the Upland Avenue, Segment 1 project, and provide conveyance to Playa 039A .

The work to be performed shall consist of providing project management and engineering services for the final development of Plans, Specifications, Estimate (PS&E), landowner coordination, bid and construction phase services for the planned 200,000 cubic yards of soil excavation from Playa 100 and the construction of drainage channel from Playa 100 to Playa 39A.

This contract will include:

1. Final design of the 66th Street Channel Improvements plans, specifications and cost estimate.
2. Bid phase services.
3. General and Resident project representation for the construction phase.

BASIC SERVICES: The Basic Services include the project administration, preparation of final construction documents, bid phase services and construction phase services as set forth herein. 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 final design phase of The Project:

1. Provide administration and management 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 with the OWNER in addition to various meetings mentioned in the following sections. Prepare and distribute minutes of the meetings. All meetings provided for in this Agreement shall occur at the offices of the ENGINEER or the

OWNER, or other location determined by the OWNER.

2. 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

3. FINAL DESIGN PHASE: FNI shall provide final construction documents for the proposed improvements, incorporating City comments and revisions based on comments received at the public meeting. These revisions include adjusting the channel from Playa 100 to Playa 039A to avoid existing structures, landscaping, and other citizen requested items. These revisions also included remodeling the channel to ensure proper conveyance to accommodate the requested changes.

B. 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. 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.
2. 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.
3. Attend one (1) pre-bid conference.
4. Issue Addenda as appropriate to clarify, correct, or change the bidding documents.
5. Assist OWNER in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of contract as appropriate.
6. 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.

7. 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.

C. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase 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. Assist Owner in conducting pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. It's anticipated to review eight (8) contractor's submittals, two (2) requests for information, two (2) modification requests, one (3) shop drawings, twelve (12) schedules on per month, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the

amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

5. Site Visits - General Representative to make one site visit per month for a total of twelve months to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project.
8. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

11. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.
12. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of one trip are an additional service.
13. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Five (5) half-sized sets and Two (2) full-sized sets of prints of "Record Drawings" shall be provided by FNI to Owner.

D. TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services for one bid packages in accordance with the following schedule:

1. Final Design Submittal – 30 calendar days from Notice to Proceed
2. 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.

**EXHIBIT A, PART 2, ADDITIONAL SERVICES
FOR 66TH STREET CHANNEL IMPROVEMENTS**

FINAL DESIGN, BID AND CONSTRUCTION PHASE SERVICES

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 be provided by FNI, described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. Making revisions to drawings, specifications or other documents.
- C. 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.
- D. 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).
- E. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- F. 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.
- G. Providing environmental support services including preparation of a Jurisdictional Determination (JD) Report, preparation of a JD Request, preparation of a Pre-application Meeting Request Form or conducting a meeting with the USACE, preparation of a Pre-Construction Notification or an Individual Section 404 permit application for submittal to the USACE, conducting function or condition assessments (e.g., TXRAM) of waters of the U.S. potentially impacted by the proposed project, conducting presence/absence surveys for federally listed threatened/endangered species, conducting cultural resources studies or surveys, conducting Phase I/II Environmental Site Assessment; and other environmental services not specifically defined in this scope of services.
- H. 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.
- I. Services required to resolve bid protests or to rebid the projects for any reason other than fault of any type or degree of FNI.

- J. 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.
- K. Providing value engineering studies or reviews of cost savings proposed by others.

**EXHIBIT A, PART 3, RESPONSIBILITIES OF THE OWNER
FOR 66TH STREET CHANNEL IMPROVEMENTS
GENERAL AND RESIDENT REPRESENTATION**

A. The ENGINEER will provide the following construction phase staff for construction the 66th Street Channel Improvements as follows:

Project Manager	8 hours per month for 12 months
Project Engineer	4 hours per month for 12 months
Construction Manager	8 hours per month for 12 months
Construction Inspection	25 hours per week for 12 months

B. The ENGINEER will have a Resident Project Representative on the Site. The duties, responsibilities and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:

1. Resident Project Representative is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR, keeping Owner advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of ENGINEER.

C. Duties and Responsibilities of Resident Project Representative:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract

Documents; and assist ENGINEER in serving as Owner's liaison with CONTRACTOR when CONTRACTOR's operations affect Owner's on-site operations.

- b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
- a. Receive Samples which are furnished at the Site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.
 - b. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Request for Revisions: Consider and evaluate CONTRACTOR's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's

recommendations to ENGINEER. Transmit to CONTRACTOR in writing decisions as issued by ENGINEER.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to CONTRACTOR and other Project related documents.

9. Reports:

- a. Furnish to ENGINEER periodic reports as required of progress of the work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to ENGINEER Written Amendments, Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to ENGINEER and Owner the occurrence of any accident.

10. Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to Owner prior to final payment for the Work.

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Observe whether CONTRACTOR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Conduct a final inspection in the company of ENGINEER, Owner and CONTRACTOR and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

D. Limitations of Authority of Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractor, Suppliers, or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or CONTRACTOR.
6. Shall not accept shop drawing or sample submittals from anyone other than the CONTRACTOR.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by ENGINEER.

EXHIBIT B, PART 1 – BUDGET
FOR 66TH STREET CHANNEL IMPROVEMENTS
FINAL DESIGN, BID AND CONSTRUCTION PHASE SERVICES

CITY and ENGINEER have established a not-to-exceed budget of \$492,003 for Engineer Services for the 66th Street Channel Improvements 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 18 months from the Notice to Proceed.

EXHIBIT B, PART 2 - HOURLY RATE SCHEDULE COMPENSATION
FOR 66TH STREET CHANNEL IMPROVEMENTS
FINAL DESIGN, BID AND CONSTRUCTION PHASE SERVICES

<u>Position</u>	<u>Rate</u>
Principal / Group Manager	305
Technical Professional - 6	293
Technical Professional - 5	234
Technical Professional - 4	200
Technical Professional - 3	173
Technical Professional - 2	152
Technical Professional - 1	125
CAD Technician/Designer - 3	168
CAD Technician/Designer - 2	126
CAD Technician/Designer - 1	100
Senior CAD Technician/Designer	207
Construction Manager - 4	165
Construction Manager - 3	135
Construction Manager - 2	128
Construction Manager - 1	100
Corporate Project Support - 3	140
Corporate Project Support - 2	126
Corporate Project Support - 1	96
Intern/ Coop	65

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

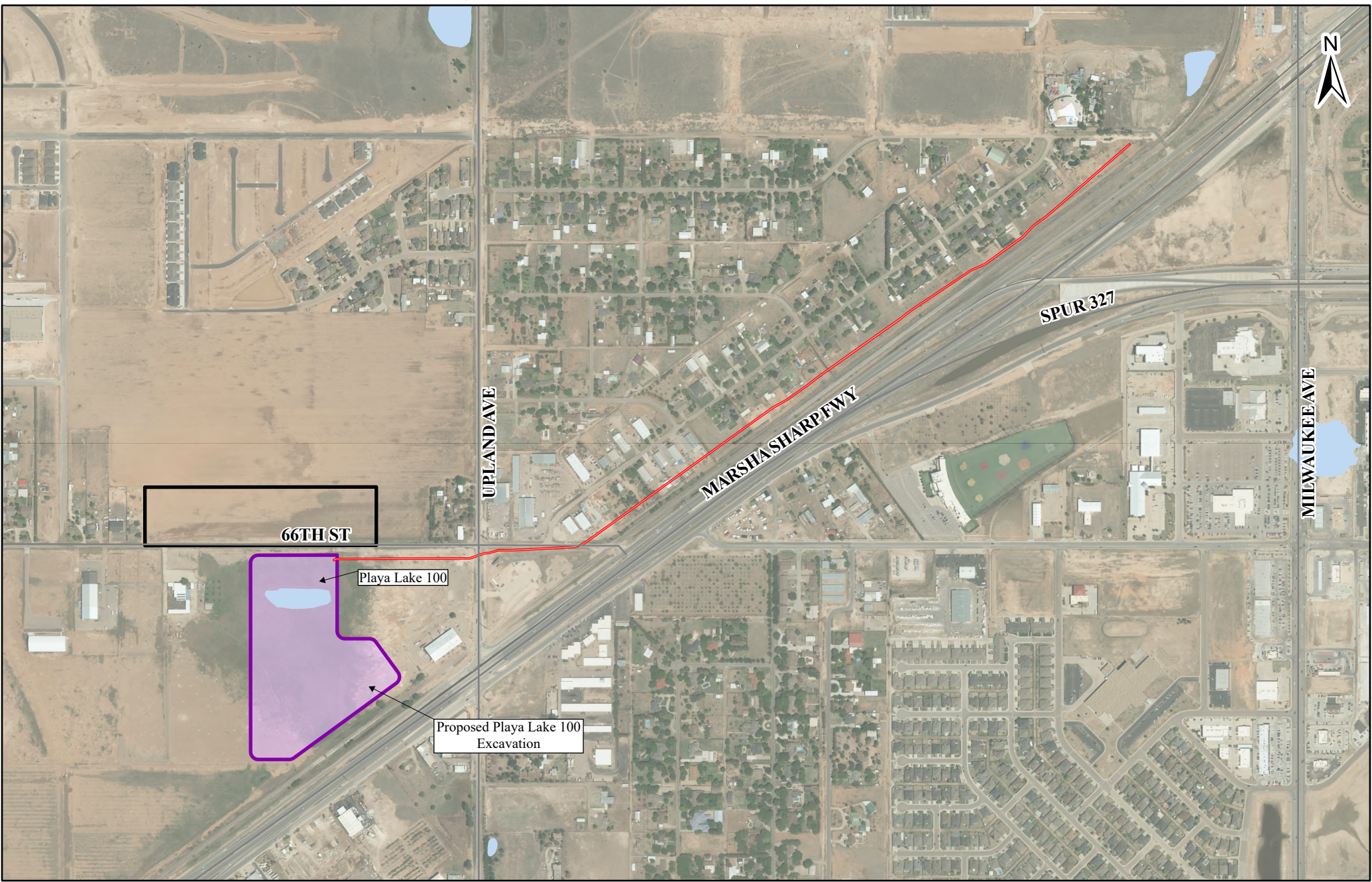
Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

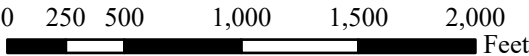
OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In- house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.



66th Street Drainage Channel Improvements Contract 92654

- Proposed Drainage Channel
- Proposed Playas
- Playas
- Lubbock City Limits



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

City of Lubbock
Capital Project
Project Cost Detail
August 13, 2024

Capital Project Number: 92654
Capital Project Name: Upland Ave 66th Street Playa Drainage Imp.

<i>Encumbered/Expended</i>	<u>Budget</u>
Contract with FNI for Design Services	292,455
Land Acquisition Cost Parcel 75-A	19,950
COL Staff time	31,429
Land Acquisition Cost Parcel 74 and 74-A	574,675
<i>Agenda Item August 13, 2024</i>	
Contract 18233 with FNI, construction phase services	492,003
Contract 18190 with Lone Star Dirt and Paving, Ltd.	4,302,677
<i>Encumbered/Expended To Date</i>	<u>5,713,189</u>
<i>Estimated Cost for Remaining Appropriation</i>	
<i>Remaining Appropriation</i>	<u>2,436,811</u>
Total Appropriation	<u><u>\$ 8,150,000</u></u>



CIP 92654 Upland Ave and 66th St Playa Drainage Improvements

Infrastructure Improvements

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

This project will over excavate an existing Playa Lake and improve and widen the channel along 66th Street. At the completion of the construction, the floodplain will be studied and remapped to remove homes and businesses from the floodplain in Pine Grove Estates.

Project Justification

The intersection of 66th and Upland has historically flooded during small rain events. Playa Lake Improvements and drainage structure improvements are needed to allow improved drainage within the area. This project will also allow the buildout of the Upland Avenue Arterial sections at the 66th Street intersection.

Project Highlights

Council Priorities Addressed:

Community Improvements

Redevelopment

Growth and Development

Project History

- FY 2019-20 \$300,000 was appropriated by Ord. 2019-00129
- FY 2020-21 \$1,000,000 was appropriated by Ord. 2020-00123
- FY 2021-22 \$4,000,000 was appropriated by Ord. 2021-00126
- FY 2023-24 \$2,850,000 was appropriated by Ord. 2020-00108

Project Dates

Design: Completed

Land Acquisition Complete – 10/2023

Bid Date - Construction: 05/2024

Award Date for Bid - Construction: 07/2024

Project Start Date - Construction: 08/2024

Project End Date - Construction: 08/2025

Project Location

Upland Ave and 66th Street

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$300,000	\$0	\$500,000	\$0	\$0	\$0	\$0
Construction	\$7,050,000	\$0	\$0	\$0	\$0	\$0	\$0
Acquisition	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$8,150,000	\$0	\$500,000	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Stormwater Fund Cash	\$5,054,079	\$0	\$500,000	\$0	\$0	\$0	\$0
Stormwater Fund Bonds	\$3,095,921	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$8,150,000	\$0	\$500,000	\$0	\$0	\$0	\$0

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 18190, with Lone Star Dirt & Paving, LTD, for the 66th Street Channel Drainage Improvements Project, along 66th Street to Playa. Lake 039.

Item Summary

A Request for Proposal (RFP) was issued for the project that will over excavate Playa Lake 100, and improve and widen a drainage channel along 66th Street to Playa Lake 039. This project will also ultimately result in the removal of several properties from the floodplain.

In response to RFP 24-18190-TF, the following bids were received and opened on June 20, 2024.

Contractor	Amount
Lone Star Dirt & Paving, LTD., Lubbock, Texas	\$4,302,677.00
Casta 3 Construction, LLC., Colleyville, Texas	\$4,566,951.10
West Texas Paving, Inc., Lubbock, Texas	\$5,073,765.00
Doug Holmes Construction, LLC., Lubbock, Texas	\$4,905,542.50
MH Civil Constructors, Inc., Amarillo, Texas	\$6,479,028.00

The proposals were evaluated using the following criteria: 60 Points for Price, 30 Points for Contractor Qualifications, and 10 Points for Construction Time. The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained.

Contractor	Total/100 points
Lone Star Dirt & Paving, LTD., Lubbock, Texas	85.83
Casta 3 Construction, LLC., Colleyville, Texas	77.61
West Texas Paving, Inc., Lubbock, Texas	76.21
Doug Holmes Construction, LLC., Lubbock, Texas	73.96
MH Civil Constructors, Inc., Amarillo, Texas	62.78

Staff recommends award of the contract to the highest ranked proposer, Lone Star Dirt & Paving, LTD. of Lubbock, Texas, in the amount of \$4,302,677.00. Time for substantial completion is 280 calendar days from the Notice to Proceed. This contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

Contract 18190 for \$4,302,677.00, is funded in Capital Improvement Project 92654, Upland Avenue and 66th Street Playa Lake Drainage Improvements.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution

Contract 18190

Location Exhibit

CIP Spreadsheet

CIP Detail

Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18190 for 66th Street Channel Drainage Improvements as per RFP 24-18190-TF, by and between the City of Lubbock and Lone Star Dirt & Paving, LTD 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 _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT**

DATE: 7-23-24

PROJECT NUMBER: **RFP 24-18190-TF, 66th Street Channel Drainage Improvements**

Proposal of Lone Star Dirt & Paving Ltd (hereinafter called Offeror)

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

Ladies and Gentlemen:

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

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 280 (to Substantial Completion)

TOTAL CONSECUTIVE CALENDAR DAYS: 310 (to Final Completion)

(not to exceed 300 consecutive calendar days to Substantial Completion / 330 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **300 Consecutive Calendar Days** with **final completion** within **330 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **\$300** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$100** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

City of Lubbock, TX
Public Works
RFP 24-18190-TF
66th Street Channel Drainage Improvements

Lone Star Dirt & Paving, LTD of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Base Bid					
#1-1	PROJECT MOBILIZATION	1	LS	\$200,000.00	200,000.00
#1-2	PREP ROW (CLEARING AND GRUBBING)	30	AC	7,500.00	225,000.00
#1-3	SWPPP	6	MO	8,500.00	51,000.00
#1-4	TRAFFIC CONTROL	6	MO	10,000.00	60,000.00
#1-5	ASPHALT REMOVAL	710	SY	50.00	35,500.00
#1-6	CONCRETE REMOVAL	55	SY	50.00	2,750.00
#1-7	FENCE REMOVAL	1789	LF	45.00	80,505.00
#1-8	EXCAVATION (PLAYA LAKE)	198769	CY	9.00	1,788,921.00
#1-9	EXCAVATION (CHANNEL)	31596	CY	9.00	284,364.00
#1-10	EMBANKMENT	392	CY	12.00	4,704.00
#1-11	CONCRETE RIPRAP (4")	757	CY	600.00	454,200.00
#1-12	30" RCP CULVERT	64	LF	300.00	19,200.00
#1-13	SET Type II 30"	4	EA	6,000.00	24,000.00
#1-14	YARD HYDRANT REMOVAL AND RELOCATION	1	EA	2,500.00	2,500.00
#1-15	SEPTIC SYSTEM REPLACEMENT	1	EA	15,000.00	15,000.00
#1-16	SEPTIC SYSTEM LEACH LINE FIELD RELOCATION	5	EA	10,000.00	50,000.00
#1-17	SEEDING FOR EROSION CONTROL	37066	SY	2.00	74,132.00
#1-18	FENCE REPLACEMENT (PIPE FENCE)	1123	LF	125.00	140,375.00
#1-19	ARTICULATED CONCRETE BLOCK MATTRESS AND GEOTEXTILE FABRIC	10839	SF	27.00	292,653.00
#1-20	CONCRETE PAVEMENT (6")	431	SY	90.00	38,790.00
#1-21	ASPHALT PAVEMENT (2")	614	SY	43.00	26,402.00
#1-22	CONCRETE DRIVEWAY	148	SY	95.00	14,060.00
Add Alternate Bid					
#2-1	SEEDING FOR EROSION CONTROL (DEDUCT)	4793	SY	(3.00)	(14,379.00)
#2-2	10' CONCRETE VALLEY GUTTER	4330	LF	\$100	\$433,000.00
Total (Items 1-1 through 1-22):					3,884,056.00
Total (Items 2-1 through 2-2):					418,621.00
Total (Items 1-1 through 2-2):					4,302,677.00

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

_____ Dollars (\$) or a Proposal Bond in the sum of 5% Dollars (\$_____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 7-22-24

Steve Turner
Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Pav Ltd
Company

11820 Univ
Address

Lub, Lub
City, County

Tx, 79423
State Zip Code

Telephone: 806 - 745 6011

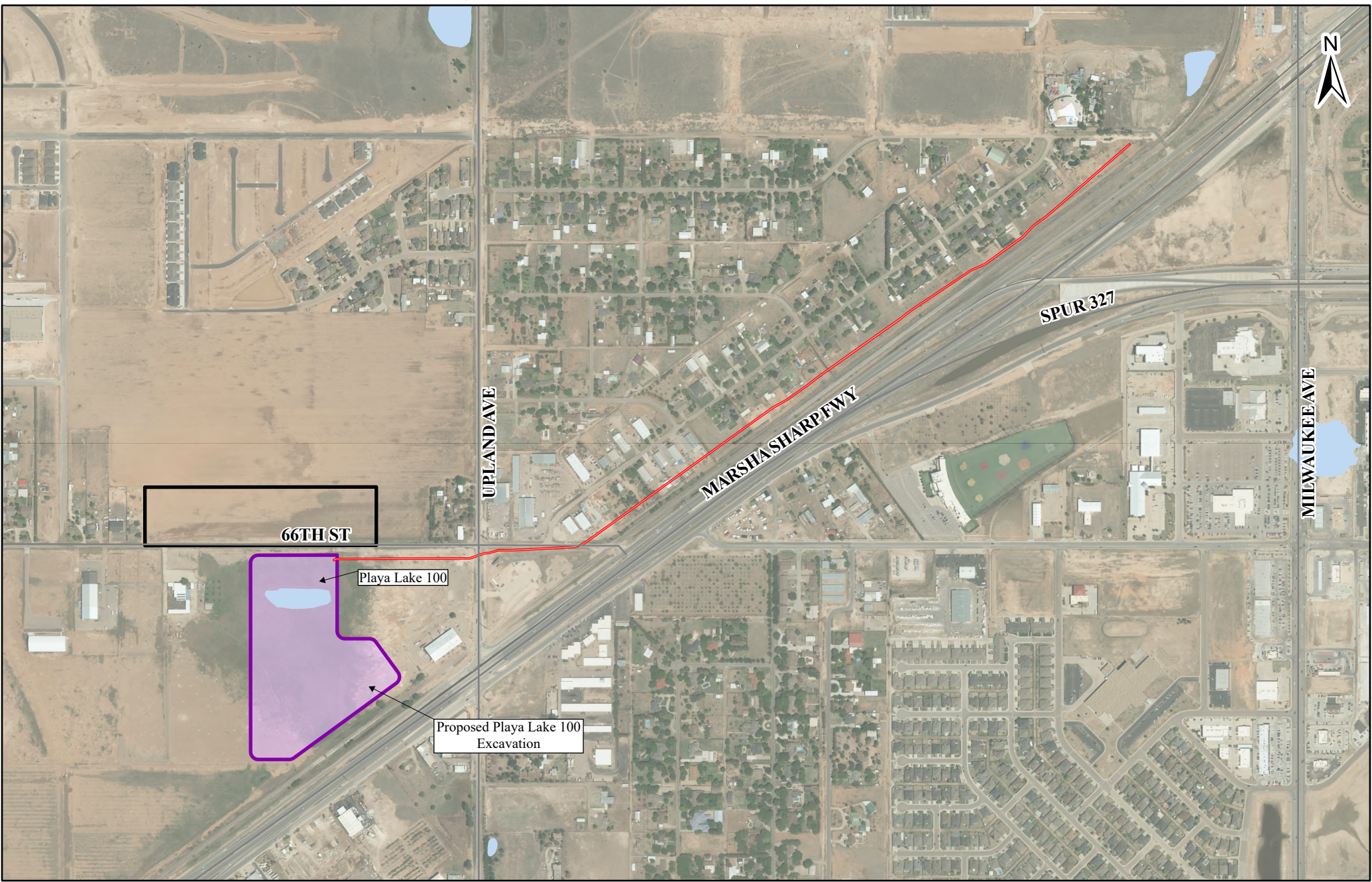
Fax: 806 - 745 4074

Email: lonestarsteepnts-online.net
FEDERAL TAX ID or SOCIAL SECURITY No.

8000 130 91

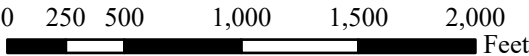
M/WBE Firm:

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



66th Street Drainage Channel Improvements Contract 92654

- Proposed Drainage Channel
- Proposed Playas
- Playas
- Lubbock City Limits



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City of Lubbock
Capital Project
Project Cost Detail
August 13, 2024

Capital Project Number: 92654
Capital Project Name: Upland Ave 66th Street Playa Drainage Imp.

<i>Encumbered/Expended</i>	<u>Budget</u>
Contract with FNI for Design Services	292,455
Land Acquisition Cost Parcel 75-A	19,950
COL Staff time	31,429
Land Acquisition Cost Parcel 74 and 74-A	574,675

<i>Agenda Item August 13, 2024</i>	
Contract 18233 with FNI, construction phase services	492,003
Contract 18190 with Lone Star Dirt and Paving, Ltd.	4,302,677
<i>Encumbered/Expended To Date</i>	<u>5,713,189</u>

<i>Estimated Cost for Remaining Appropriation</i>	
<i>Remaining Appropriation</i>	<u>2,436,811</u>
Total Appropriation	<u><u>\$ 8,150,000</u></u>



CIP 92654 Upland Ave and 66th St Playa Drainage Improvements

Infrastructure Improvements

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

This project will over excavate an existing Playa Lake and improve and widen the channel along 66th Street. At the completion of the construction, the floodplain will be studied and remapped to remove homes and businesses from the floodplain in Pine Grove Estates.

Project Justification

The intersection of 66th and Upland has historically flooded during small rain events. Playa Lake Improvements and drainage structure improvements are needed to allow improved drainage within the area. This project will also allow the buildout of the Upland Avenue Arterial sections at the 66th Street intersection.

Project Highlights

Council Priorities Addressed:

Community Improvements

Redevelopment

Growth and Development

Project History

- FY 2019-20 \$300,000 was appropriated by Ord. 2019-00129
- FY 2020-21 \$1,000,000 was appropriated by Ord. 2020-00123
- FY 2021-22 \$4,000,000 was appropriated by Ord. 2021-00126
- FY 2023-24 \$2,850,000 was appropriated by Ord. 2020-00108

Project Dates

Design: Completed

Land Acquisition Complete – 10/2023

Bid Date - Construction: 05/2024

Award Date for Bid - Construction: 07/2024

Project Start Date - Construction: 08/2024

Project End Date - Construction: 08/2025

Project Location

Upland Ave and 66th Street

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$300,000	\$0	\$500,000	\$0	\$0	\$0	\$0
Construction	\$7,050,000	\$0	\$0	\$0	\$0	\$0	\$0
Acquisition	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$8,150,000	\$0	\$500,000	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Stormwater Fund Cash	\$5,054,079	\$0	\$500,000	\$0	\$0	\$0	\$0
Stormwater Fund Bonds	\$3,095,921	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$8,150,000	\$0	\$500,000	\$0	\$0	\$0	\$0

Operating Budget Impacts

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



Purchasing and Contract Management

Project Summary

RFP 24-18190-TF

66th Street Channel Drainage Improvements

Notice was published in the Lubbock Avalanche Journal on June 30 & July 7, 2024.

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

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

Notice was published on Bonfire.com from June 30 to July 23, 2024.

7 individuals attended the pre-proposal meeting.

52 vendors downloaded the documents using Bonfire.com.

15 vendors were notified separately.

5 vendors submitted proposals.

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 17087, with HDR Engineering, Inc., for engineering services for the reconstruction of Milwaukee Avenue from 4th Street to the City of Lubbock north city limits, 2022 Road Bond Project.

Item Summary

On February 14, 2023, the City Council authorized Contract 17087, with HDR, Inc., for professional engineering and design services for the Milwaukee Street Bond Improvements Project. The project included preparation of plans, technical specifications, and final design, for the reconstruction of Milwaukee Avenue from 4th Street to the north city limits.

Amendment No. 1 to Contract 17087 will extend the contract duration by 365 calendar days for additional drainage design, utility relocation design, and driveway design. Staff recommends the award of Amendment No. 1 to Contract 17087, with HDR Engineering, Inc.

Fiscal Impact

Amendment No. 1 for \$132,710, is funded in Capital Improvements Project 92819, Milwaukee Avenue from 4th Street to the north city limits.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution

Amendment 1

Contract 17087

Location Exhibit

CIP Spreadsheet

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Professional Services Agreement Contract No. 17087 for engineering services for the reconstruction of Milwaukee Avenue from 4th Street to the City of Lubbock city limits, by and between the City of Lubbock and HDR Engineering, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**Amendment 1
To Agreement Between
The City of Lubbock, TX
And
HDR Engineering, Inc.**

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 14th day of February, 2023, Contract No. 17087, by and between the City of Lubbock ("City") and HDR Engineering, Inc. ("Engineer"), collectively (the "Parties").

Engineer is providing professional services for the reconstruction of Milwaukee Avenue from 4th Street to the City of Lubbock city limits (the "Activities").

The Parties executed a six-month time extension for the performance of the Activities on November 16, 2023.

The Parties now agree to add additional services to the scope of the agreement.

NOW THEREFORE, the Parties enter into this amendment and agree as follows:

The scope of the original agreement is hereby amended to include additional roadway design services as described and set forth in "Exhibits A", attached hereto and incorporated herein. Further, the additional services herein shall be completed for an amount not to exceed one hundred thirty-two thousand seven hundred ten dollars and 00/100 (\$132,710.00) as set forth in "Exhibit B", attached hereto and incorporated herein. An additional three hundred sixty-five (365) days shall be added to the term for the Engineer to complete the services herein agreed.

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

HDR Engineering, Inc.

MARK W. MCBRAYER, MAYOR



Justin Word, P.E., Vice President

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, reading "Michael G. Keenum", written over a horizontal line.

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

APPROVED AS TO FORM:

A handwritten signature in blue ink, reading "Kelli Leisure", written over a horizontal line.

Kelli Leisure, Senior Assistant City Attorney

Exhibit A – Contract Amendment 001

Milwaukee Ave. Reconstruction Scope of Services

Task 1: Milwaukee / Marshall Intersection

Design Phase

HDR will perform drainage design analysis at the Milwaukee/Marshall intersection to accommodate an outfall within existing ROW.

Upon acceptance of a design alternative, HDR will revise the memos, models, plans, specifications, and estimates for the 100% milestone to reflect the selected drainage configuration at Milwaukee Ave. and Marshall Rd. Plan updates shall consist of the following scope of work:

- Update index of sheets.
- Update quantity summary sheets.
- Update typical sections
- Update roadway 3D model
- Update Intersection layout sheets at the following intersections:
 - Hanover St. @ Milwaukee Ave.
 - Kemper St. @ Milwaukee Ave.
 - Itasca St. @ Milwaukee Ave.
 - Marshall St. @ Milwaukee Ave.
- Update drainage models
- Update drainage memo
- Update drainage area maps for existing and proposed improvements
- Update internal drainage maps for internal drainage system
- Update plan & profile sheets for proposed ditches
- Update hydrologic and hydraulic data sheets for existing and proposed systems.
- Develop Cross Sections every 50 feet along the stationing. The cross section will extend from right of way to right of way and will show existing surface, proposed surface, curbs, retaining walls (where needed), and pavement section.
- Develop opinion of probable construction cost
- Develop Critical Path Method (CPM) construction schedule
- Perform a Quality Assurance/Quality Control (QA/QC) review prior to each submittal to the City.

Task 2: Waterline Design

Design Phase

HDR will prepare design plans to address 7 water and sewer utility conflicts associated with the Milwaukee Ave. Reconstruction project. These conflicts required the utilities to either be relocated, protected in place, abandoned, and adjusted for vertical clearance to meet requirements per the City of Lubbock Engineering Minimum Design Standards and Specifications. The water and sewer improvements will consist of the following scope of work:

1. 90% Design:

- Review existing as-builts, survey data, and utility data from the City.
- Review City of Lubbock standard specifications to determine water and sewer utilities design requirements.
- Develop plan, profile, and standard details for the water and sewer improvements. Plans will consist of approximately 10 sheets.
 - General Notes
 - Key Map
 - Four (4) Plan and Profiles
 - Three (3) Detail Sheets
- Prepare bid tab for the water and sewer utilities. Bid tab will only itemize and quantify materials. No unit costs will be provided.
- Perform internal QA/QC for the plan, profile, and standard details.
- Submit 90% design to the City for review.
- Address comments from the City after 90% design review.

Deliverable:

- 90% design plans
- 90% bid tab

Assumptions:

- All data related to existing as-builts, survey information, and utilities to be provided by the City of Lubbock.
- The City's standard specifications will be utilized. Developing specifications not part of City's standards will be considered additional work.

2. 100% Design:

- Finalize plan, profile, details, and bid tab for the proposed water and sewer utilities
- Prepare 100% signed and sealed plans

Deliverable:

- 100% signed and sealed plans

- 100% bid tab

Task 2 Assumptions:

1. Project data including but not limited to as-built drawings, the City field visit records, records and other previous project analysis will be provided by the City of Lubbock.

Task 2 Deliverables:

1. One (1) digital copy of plans in PDF at each milestone
2. One (1) digital copy of proposed cost estimate at each milestone

Task 3: Driveway Design

Design Phase

HDR will update driveway detail and drainage design for additional driveways and redesign of current driveways requested as part of ROW negotiations. The driveway improvements will consist of the following scope of work:

100% Design:

- Update driveway detail sheets
- Update drainage ditch plan sheets
- Update drainage hydraulic data for additional culverts at driveways

Project Schedule

The proposed timeline for completion of the major tasks of the Scope of Work is as follows:

Task	Description	Schedule (Months)
1	Milwaukee / Marshall Intersection	2
2	Waterline Design	3
3	Driveway Design	.5

Durations are estimated from Task NTP.

The term of this agreement is scheduled to expire August 14th, 2024. This term is amended to expire August 14th, 2025.

Exhibit B

Milwaukee Ave. Reconstruction Budget

CITY and ENGINEER have established a fee of \$132,710 to complete the scope of services for Contract Amendment 001, as shown below by task. This amount will supplement the Contract Fee for an amended not-to-exceed of \$1,536,002.

ENGINEER agrees to complete these services as delineated above. Should a change in Scope of Services or Time of Performance be necessary, an amendment to this contract shall be negotiated at that time. The following table summarizes the fee estimated to be required to complete the above scope of services.

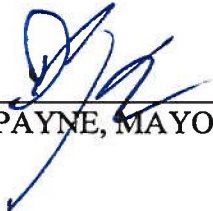
Task	Description	Budget
1	Milwaukee / Marshall Intersection	\$ 67,099
2	Waterline Design	\$ 57,037
3	Driveway Design	\$ 8,574
	SubTotal	\$ 132,710

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. 17087 for professional services for the reconstruction of Milwaukee Avenue from 4th Street to the City limits, by and between the City of Lubbock and HDR Engineering, Inc., a Nebraska corporation duly licensed in the State of Texas and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on February 14, 2023.



TRAY PAYNE, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17087 is entered into this 14th day of February, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and HDR Engineering, Inc., (the "Engineer"), a Nebraska corporation duly licensed in the State of Texas.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the reconstruction of Milwaukee Ave. from 4th Street to the city limits, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 12 months. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$1,403,292.00, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. ACKNOWLEDGMENTS

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

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

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

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

General Aggregate Limit: \$2,000,000

Professional Liability:

Per Claim/Annual Aggregate: \$2,000,000

Automobile Liability:

Combined Single Limit for any auto: \$1,000,000 Per Occurrence

Employer's Liability:

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

Worker's Compensation

Per Occurrence Single Limit: \$500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

HDR Engineering, Inc.

J.M. Gonzalez, P.E.
613 NW Loop 410
San Antonio, Texas 78216
Telephone: 210-841-2904
Email: j.m.gonzalez@hdrinc.com

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

James Dean
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-3254
Email: jdean@MyLubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

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

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

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

Q. Texas Government Code 2274. By entering into this Agreement, Engineer verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Engineer is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Engineer verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

R. Engineer represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Engineer is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Engineer verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's

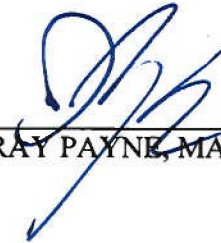
constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Engineer or vendor agrees that the contract can be terminated if the Engineer or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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


EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK



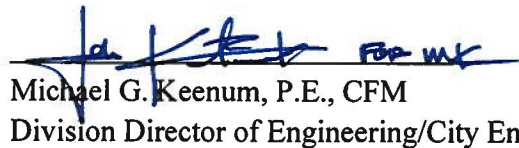
TRAY PAYNE, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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


APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

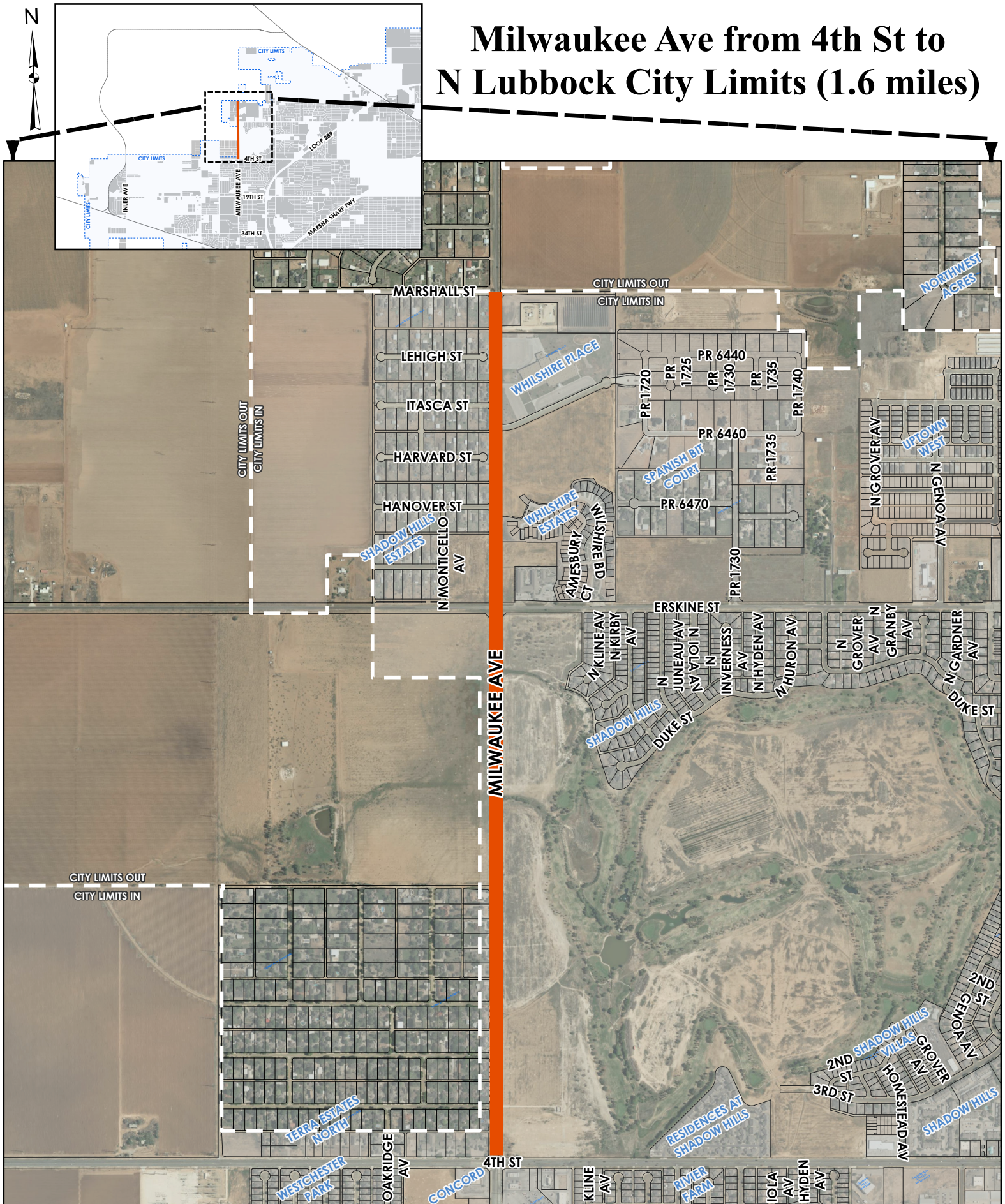
Firm

HDR Engineering, Inc.

By: 

Justin Word, P.E.
Vice President

Milwaukee Ave from 4th St to N Lubbock City Limits (1.6 miles)



0 500 1,000 2,000 3,000 4,000 5,000 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.



Digital Orthophotography - May 2021

City of Lubbock, TX
Capital Project
Project Cost Detail
August 13, 2024

Capital Project Number:	92819
Capital Project Name:	Milwaukee Avenue from 4th Street to the North City Limits - 22B

<i>Encumbered/Expended</i>	<u>Budget</u>
City of Lubbock Staff Time	\$ 18,371
Contract 17087 Milwaukee Reconstruction Design & ROW with HDR, Inc.	1,403,292
Land Acquisition to Date	157,708
Traffic System Improvements	24,494

<i>Agenda Items, August 13th, 2024</i>	
Amendment 1 to Contract 17087 with HDR, Inc.	132,710

<i>Encumbered/Expended To Date</i>	<u>1,736,575</u>
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<i>Estimated Costs for Remaining Appropriation</i>	
Property Acquisition, Utility Adjustments, and Roadway Construction	<u>15,263,425</u>
<i>Remaining Appropriation</i>	<u>-</u>

Total Appropriation	<u><u>\$ 17,000,000</u></u>
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CIP 92819 Milwaukee Avenue: North City Limits to 4th Street - 22B

New Roadway Infrastructure

Project Manager: Mike Keenum - Engineering

Project Scope

Milwaukee Ave from 4th Street to the North City Limits 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 Milwaukee Avenue from 4th Street to the North City Limits. This thoroughfare will include the ultimate design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2022-23 \$3,500,000 was appropriated by Ord. 2022-00169
- FY 2023-24 \$13,000,000 was appropriated by Ord. 2023-00108
- FY 2023-24 \$500,000 was appropriated by BCR 2024-21

Project Dates

Design Start Date: 02/2023
Design Completion: 05/2024
Bid for Construction: 08/2024
Award Construction: 10/2024
Project Completion: 04/2026

Project Location

Milwaukee Ave - North City Limits to 4th Street

Project Appropriations

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

Project Funding

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

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement, Contract 17074, with Freese and Nichols, Inc., for the design of the Upland Avenue from 34th Street to 50th Street 2022 Road Bond Project, and street bond management.

Item Summary

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 provides for street improvements, including but not limited to sidewalks, utility line relocations and traffic signals, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way (ROW) for the full width dedication.

On January 10, 2023, the City Council awarded Contract 17074 to Freese and Nichols, Inc., (FNI), for providing design services, including surveying, drainage design, traffic control and signalization plans, utility coordination, and bid phase services. The original contract also included street bond management assistance.

Amendment No. 1 to Contract 17074 was awarded to FNI on July 25, 2023, for street bond program management assistance efforts, with a 12-month time extension. The scope of work included website management, ROW acquisition and utility coordination for all bond road projects.

Amendment No. 2 will include the cost of the licensing renewal for the project management software (PMIS), additional design services, bond program management services, bid phase assistance, and surveying and land acquisition services.

Fiscal Impact

Amendment No. 2 in the amount of \$620,141, 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

Resolution

Amendment 2

Amendment 1

Contract 17074

Location Exhibit
CIP Spreadsheet
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to the professional services agreement Contract No. 17074 for engineering services for the design of Upland Avenue from 34th Street to 50th Street by and between the City of Lubbock and the 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 _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**Amendment 2
To Agreement Between
The City of Lubbock, TX
And
Freese and Nichols, Inc.**

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT Contract No. 17074 dated and entered into the 10th day of January 2023 by and between the City of Lubbock (“City”) and Freese and Nichols, Inc. (“Engineer”), a Texas Professional Corporation, for providing engineering services for the design of Upland Avenue from 34th Street to 50th Street and Bond Management Assistance (“Project”).

WITNESSETH:

WHEREAS, the City and Engineer entered into Amendment No. 1 to the Agreement on July 25, 2023 for the provision of additional services to be performed by the Engineer.

WHEREAS, the City and Engineer have determined additional time and compensation are needed to complete ongoing work on the Project, the details of which are as set forth in “Exhibit A”, attached hereto and incorporated herein.

NOW, THEREFORE, the City and Engineer agree to the terms of this SECOND AMENDMENT:

THAT, the Parties agree the Engineer shall provide services as set forth in “Exhibit A”, and the compensation for those services shall be provided at an amount not to exceed six hundred twenty thousand one hundred forty-one dollars and NO/100 (\$620,141.00). The term of the Agreement is hereby extended an additional twelve (12) months. All remaining terms of the Agreement and previous Amendment are unaltered by this Amendment No. 2.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____ 2024.

CITY OF LUBBOCK

Mark W. McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

 Bailey Ratcliffe for


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

APPROVED AS TO FORM:

 Kelli Leisure

Kelli Leisure, Senior Assistant City Attorney

FREESE AND NICHOLS, INC.

By:  Heather Kelster

~~John Dewar~~, P.E., Vice President/Principal

Heather Kelster

EXHIBIT A

Scope for Engineering Design Related Services for

Upland Avenue (from 34th Street to 50th Street).

Additional Survey and Land Acquisition

AMENDMENT #2

PROJECT UNDERSTANDING

As the City of Lubbock (City) roadway bond program advances with projects, the City identified a need for land acquisition uniformity and coordination. Freese and Nichols (FNI) and team will provide services related to coordinating and overseeing overall land acquisition efforts. Article 1 Term of the contract will be amended and extended an additional 12 months for the program management task effective from the date this amendment is executed. The design tasks will not be impacted by the schedule extension.

WORK TO BE PERFORMED

ENGINEERING DESIGN:

TASK 1. DESIGN MANAGEMENT AND QA/QC

ENGINEER will provide design management and QA/QC services in accordance with the original executed contract and extend these services for the additional 12 months of contract time and scope.

TASK 4. BOND MANAGEMENT SERVICES AND VAULT MODIFICATION DESIGN

ENGINEER will provide support the CITY in the management of the overall bond program by providing program management services and staff augmentation for the schedule duration of this contract shown in Exhibit B. ENGINEER will provide design services along the Low Head C pipeline. As needed by the CITY, ENGINEER will provide the following additional items, up to the maximum contract value:

4.8 Design for water and sewer improvements package

- Engineer will develop plans, specifications and OPCC for vault modifications along the Low Head C pipeline. The design will include modification details for 15 vaults between 19th Street and 66th Street.
- Include City designed waterline package as part of bid documents and bid package.
- Include City designed sewer line package as part of bid documents and bid package.

ASSUMPTIONS

- Electronic copy (PDF) of the plans, project manual, and OPCC for 100% Design.

DELIVERABLES

- A. Final Design Plans (100%)
- B. Final Design Specifications (100%)
- C. Opinion of Probable Construction Cost (100%)

TASK 5. BID PHASE SERVICES.

ENGINEER will provide bid phase services in accordance with the original executed contract and extend these services to cover the new design scope of the water line vault modifications and corresponding bid process.

TASK 6. ROW/EASEMENT SERVICES.

ENGINEER will provide ROW/Easement services in accordance with the original executed contract and extend these services to account for 10 additional individual appraisals.

TASK 7. SURVEY AND SUBSURFACE UTILITY ENGINEERING SERVICES.

ENGINEER will provide survey and subsurface utility engineering in accordance with the original executed contract and extend these services on account of ongoing development and changes to the project, specifically at 34th Street and 50th Street.

PROGRAM MANAGEMENT:

**TASK 10. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)
EVALUATION, SELECTION, AND IMPLEMENTATION.**

10.3 Renewal of PMIS Software License

- At the direction of the CITY, ENGINEER shall engage with selected PMIS software vendor to renew the CITY license for one additional year (Calendar year 2024)

TASK 11. ROAD BOND PROGRAM MANAGEMENT SERVICES

ENGINEER will provide support to the CITY in the management of the overall bond program by providing program management services for the schedule duration of this contract shown in Exhibit B. As needed by the CITY, ENGINEER will provide the following items, up to the maximum contract value:

11.5 Program Progress Reporting (Reports, Data, Analysis, and Information intended for staff consumption)

- Develop a written monthly status report with abbreviated status update on each project, photos updates, snapshots from the Power BI/PMIS dashboards, schedule and financial summaries, and other information requested by the CITY.

11.6 Stakeholder Analysis, Public Engagement, and Communication Plan (Project updates and information intended for public consumption)

- Provide and update content for public facing roadway bond website.

- Develop and deliver stakeholder presentations with an overall bond perspective, coordinate with individual project teams for content.

11.7 Land Acquisition

- FNI and team will provide legal support for the CITY for land acquisition up to but not including condemnation. These services include:
 - Review of form documents to be used in the acquisition process.
 - General title assistance.
 - Limited legal support regarding projects, as needed.
- FNI and team will develop, coordinate, and manage a uniform approach for land acquisition. These services include:
 - Coordinate, review and approve title, appraisals, market studies, legal descriptions, and right of way plans and all documentation prepared for parcel acquisition, relocation, and condemnation for accuracy and completeness for each project in the roadway bond.
 - Update land acquisition standard templates and forms being used on all bond projects, as needed.
 - Coordinate, review and approve letters on behalf of the City on all bond projects, as needed.
 - Review initial offers, counteroffers, and settlements on all bond projects.
 - Support the city in the development of documents, maps, or exhibits needed for City Council consideration of payment requests, closing, and final payment to landowner.
 - Conduct status meetings with right of way consultants supporting each project in the bond and ensure status tracking sheets are updated and current.
 - Monitor program schedules to ensure that the work is completed on time and within parameters.
 - Provide oversight and management of land acquisition efforts to ensure the projects follow the uniform act, state law, and City of Lubbock guidelines.
- Maintain and update the SharePoint Site for land acquisition and utility coordination.

ASSUMPTIONS

Road Bond Program Management Services are to be provided for a duration of one year. Future Program Management Services may be authorized later if desired by the CITY.

DELIVERABLES

- A. Monthly program reports and/or program presentations
- B. Monthly program schedule updates
- C. Monthly website updates
- D. Weekly updates to the project tracking dashboards

11.8 Owners Advisory Services During Construction

- FNI will provide the CITY with program construction management support, as needed to assist the CITY with change management, issues resolution, and claims negotiations and resolution.

EXHIBIT A, PART 2, ADDITIONAL SERVICES

Upland Avenue (from 34th Street to 50th Street) and

Program Management Services for Management of the Road Bond

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Services related to Design Management, Final Design, Bid Phase, or PMIS Evaluation and Implementation that exceed the maximum effort specified by the contract and amendments.

EXHIBIT B

Budget for Engineering Design Related Services for
Upland Avenue (from 34th Street to 50th Street) and
Program Management Services for Management of the Road Bond
AMENDMENT #2

CITY and ENGINEER have established a not-to-exceed budget of \$620,141 to complete all engineering design services and program management services as directed under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, 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 are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between 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 to this contract which shall be negotiated at that time.

The budget assumes that all work will be completed in accordance within the proposed project schedule of 12 months from execution of this amendment. The schedule may be extended by six months if the CITY and ENGINEER mutually agree.

EXHIBIT B, PART 2 HOURLY RATE SCHEDULE COMPENSATION
FOR ENGINEERING DESIGN RELATED SERVICES FOR
UPLAND AVENUE (FROM 34TH STREET TO 50TH STREET) AND
PROGRAM MANAGEMENT SERVICES FOR MANAGEMENT OF THE ROAD BOND
AMENDMENT #2

LUBBOCK RATE SCHEDULE

<u>Position</u>	<u>Rate</u>
Principal / Group Manager	305
Technical Professional - 6	293
Technical Professional - 5	234
Technical Professional - 4	200
Technical Professional - 3	173
Technical Professional - 2	152
Technical Professional - 1	125
CAD Technician/Designer - 3	168
CAD Technician/Designer - 2	126
CAD Technician/Designer - 1	100
Senior CAD Technician/Designer	207
Construction Manager - 4	165
Construction Manager - 3	135
Construction Manager - 2	128
Construction Manager - 1	100
Corporate Project Support - 3	140
Corporate Project Support - 2	126
Corporate Project Support - 1	96
Intern/ Coop	65

Rates for In-House Services

Technology Charge

\$8.50 per hour

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Upland Ave 34th to 50th - Amendment #2			
7/3/2024			
Detailed Cost Breakdown			
Project Fee Summary			
Basic Services	\$	620,141	
Special Services	\$	-	
Total Project	\$	620,141	

Tasks			Labor													
Task	Activity	Basic or Special	Task Description	Kevin Morris	David Green	Mathew Ross	Kaycee Welch	Fabian Annala	Nick Lester	Michael McBee	Jillian Nava	Ryan Oggemorth	Aaron Littleken	Jane Jenks	Misty Ballard	Chuck Gliman
				PM	APM	EIT	EIT	CAD	Senior Advisor	Util TL	Util Support	Util QC	CAD	Bid Support	Oper. Analyst	Program Mgr
				\$234	\$200	\$152	\$152	\$100	\$293	\$200	\$173	\$200	\$168	\$126	\$140	\$293
			1. Design Mgmt and QC/QA													
	PM / Production	Basic	Ongoing Project Management	12	16	8				2	2					2
	PM / Production	Basic	Utility Plan Set Coordination and Client Meetings	2	4	4				4	4					
	Quality Control	Basic	Quality Control Utility Plans (City and FNI)	4					4			12				
	SA / QA	Basic	Quality Assurance Reviews	2					2	2						
			4. Final Design													
	PM / Production	Basic	FNI Vault Design Adjustments	1				8		16	40		48			
	PM / Production	Basic	City Design Adjustments - FNI Coordination	1	2				2	4	8				8	
	PM / Production	Basic	Roadway package design updates	4	8	16	16	40								
			5. Bid Phase Services													
	PM / Production	Basic	Additional bid package for utility improvements	2					2	12	24			4		
			6. ROW/EASEMENT SERVICES													
	PM / Production	Basic	ROW/Easement (Appraisals)	2	4	8										
			7. Survey and Subsurface Utility Engineering Services													
	PM / Production	Basic	Additional Design Survey	2	4											
			10. PMIS EVALUATION, SELECTION, AND IMPLEMENTATION													
	PM / Production	Basic	Kahua License Renewal													
	PM / Production	Basic	11. Road Bond Management Services		48		320									180
Total Hours / Quantity				32	86	36	336	48	10	40	78	12	48	4	8	182
Total Effort				\$ 7,488	\$ 17,200	\$ 5,472	\$ 51,072	\$ 4,800	\$ 2,930	\$ 8,000	\$ 13,494	\$ 2,400	\$ 8,064	\$ 504	\$ 1,120	\$ 53,326

Upland Ave 34th to 50th - Amendment #2

7/3/2024

Detailed Cost Breakdown

Tasks									
Task	Activity	Basic or Special	Task Description	Jerelle Ostrowski Project Controls \$234	Adam Payne Construction Mgr \$305	Brooklin Watson Web Master \$65	Total Hours	Total Labor Effort	
			1. Design Mgmt and QC/QA					\$	-
	PM / Production	Basic	Ongoing Project Management				42	\$ 8,556	
	PM / Production	Basic	Utility Plan Set Coordination and Client Meetings				18	\$ 3,368	
	Quality Control	Basic	Quality Control Utility Plans (City and FNI)				20	\$ 4,508	
	SA / QA	Basic	Quality Assurance Reviews				6	\$ 1,454	
								\$	-
			4. Final Design					\$	-
	PM / Production	Basic	FNI Vault Design Adjustments				113	\$ 19,218	
	PM / Production	Basic	City Design Adjustments - FNI Coordination				25	\$ 4,524	
	PM / Production	Basic	Roadway package design updates				84	\$ 11,400	
								\$	-
			5. Bid Phase Services					\$	-
	PM / Production	Basic	Additional bid package for utility improvements				44	\$ 8,110	
								\$	-
			6. ROW/EASEMENT SERVICES					\$	-
	PM / Production	Basic	ROW/Easement (Appraisals)				14	\$ 2,484	
								\$	-
			7. Survey and Subsurface Utility Engineering Services					\$	-
	PM / Production	Basic	Additional Design Survey				6	\$ 1,268	
								\$	-
			10. PMIS EVALUATION, SELECTION, AND IMPLEMENTATION					\$	-
	PM / Production	Basic	Kahua License Renewal					\$	-
								\$	-
	PM / Production	Basic	11. Road Bond Management Services	280	320	12	1,160	\$ 274,880	
								\$	-
								\$	-
								\$	-
Total Hours / Quantity				280	320	12	1,532		
Total Effort				\$ 65,520	\$ 97,600	\$ 780		\$	339,770

Upland Ave 34th to 50th - Amendment #2			Project Fee Summary	
7/3/2024			Basic Services	620,141
Detailed Cost Breakdown			Special Services	-
			Total Project	620,141

Tasks			Expenses						
Task	Activity	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	Kahua License	Total Expense Effort
			1. Design Mgmt and QC/QA						\$ -
	PM / Production	Basic	Ongoing Project Management	42					\$ 357
	PM / Production	Basic	Utility Plan Set Coordination and Client Meetings	18					\$ 153
	Quality Control	Basic	Quality Control Utility Plans (City and FNI)	20					\$ 170
	SA / QA	Basic	Quality Assurance Reviews	6					\$ 51
									\$ -
			4. Final Design						\$ -
	PM / Production	Basic	FNI Vault Design Adjustments	113	1,280				\$ 1,818
	PM / Production	Basic	City Design Adjustments - FNI Coordination	25					\$ 213
	PM / Production	Basic	Roadway package design updates	84					\$ 714
									\$ -
			5. Bid Phase Services						\$ -
	PM / Production	Basic	Additional bid package for utility improvements	44	640				\$ 803
									\$ -
			6. ROW/EASEMENT SERVICES						\$ -
	PM / Production	Basic	ROW/Easement (Appraisals)	14					\$ 119
									\$ -
			7. Survey and Subsurface Utility Engineering Services						\$ -
	PM / Production	Basic	Additional Design Survey	6					\$ 51
									\$ -
			10. PMIS EVALUATION, SELECTION, AND IMPLEMENTATION						\$ -
	PM / Production	Basic	Kahua License Renewal					85,000	\$ 93,500
									\$ -
	PM / Production	Basic	11. Road Bond Management Services	1,160					\$ 9,860
									\$ -
									\$ -
Total Hours / Quantity				1,532	1,920	-	-	85,000	\$ -
Total Effort				\$ 13,022	\$ 1,286	\$ -	\$ -	\$ 93,500	\$ 107,808

Upland Ave 34th to 50th - Amendment #2			Project Fee Summary	
7/3/2024			Basic Services	620,141
Detailed Cost Breakdown			Special Services	-
			Total Project	620,141

Tasks			Subconsultants				Total		
Task	Activity	Basic or Special	Task Description	Pinnacle (Acquisition)	Cobb Fendley (Survey)	Sub Name 3	Sub Name 4	Total Sub Effort	Total Effort
			1. Design Mgmt and QC/QA					\$ -	\$ -
	PM / Production	Basic	Ongoing Project Management					\$ -	\$ 8,913
	PM / Production	Basic	Utility Plan Set Coordination and Client Meetings					\$ -	\$ 3,521
	Quality Control	Basic	Quality Control Utility Plans (City and FNI)					\$ -	\$ 4,678
	SA / QA	Basic	Quality Assurance Reviews					\$ -	\$ 1,505
			4. Final Design					\$ -	\$ -
	PM / Production	Basic	FNI Vault Design Adjustments					\$ -	\$ 21,036
	PM / Production	Basic	City Design Adjustments - FNI Coordination					\$ -	\$ 4,737
	PM / Production	Basic	Roadway package design updates					\$ -	\$ 12,114
			5. Bid Phase Services					\$ -	\$ -
	PM / Production	Basic	Additional bid package for utility improvements					\$ -	\$ 8,913
			6. ROW/EASEMENT SERVICES					\$ -	\$ -
	PM / Production	Basic	ROW/Easement (Appraisals)	35,200				\$ 38,720	\$ 41,323
			7. Survey and Subsurface Utility Engineering Services					\$ -	\$ -
	PM / Production	Basic	Additional Design Survey		13,675			\$ 15,043	\$ 16,362
			10. PMIS EVALUATION, SELECTION, AND IMPLEMENTATION					\$ -	\$ -
	PM / Production	Basic	Kahua License Renewal					\$ -	\$ 93,500
	PM / Production	Basic	11. Road Bond Management Services	108,000				\$ 118,800	\$ 403,540
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
Total Hours / Quantity				\$ 143,200	\$ 13,675	\$ -	\$ -	\$ -	\$ -
Total Effort				\$ 157,520	\$ 15,043	\$ -	\$ -	\$ 172,563	\$ 620,141

July 25, 2023

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Agreement Contract No. 17074 for the design of Upland Avenue from 34th Street to 50th Street and street bond management assistance, 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 July 25, 2023.



TRAY PAYNE, MAYOR

ATTEST:



Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**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. 17074, dated and entered into the 10th day of January, 2023 by and between the City of Lubbock ("City") and Freese and Nichols, Inc. ("Engineer"), a Texas Professional Corporation, for the design of Upland Avenue from 34th Street to 50th Street and street bond management assistance ("Project").

WITNESSETH:

WHEREAS, the City desires to increase the scope of the work to be performed by Engineer on the Project.

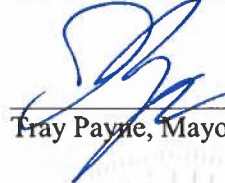
NOW, THEREFORE, the City and Engineer agree to the terms of this FIRST AMENDMENT:

The new scope shall include right-of-way land acquisition services, the details of work to be performed are set forth in Exhibit "A", attached to and incorporated herein. The additional services shall be provided for an amount not exceed \$393,388.00 as set forth and incorporated herein as Exhibit "B". The term of the contract shall be extended an additional twelve (12) months for the performance of these additional services.

WHEREAS, all other portions of the original Agreement shall remain in place and are not altered by this amendment.

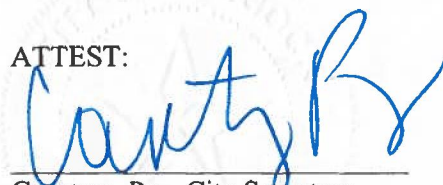
IN WITNESS HEREOF, the parties have executed this Agreement as of this 25 day of July 2023.

CITY OF LUBBOCK



Tray Payne, Mayor

ATTEST:



Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, appearing to read "Michael G. Keenum", written over a horizontal line.

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

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Kelli Leisure", written over a horizontal line.

Kelli Leisure, Senior Assistant City Attorney

FREESE AND NICHOLS, INC.


By: 
John Dewar, P.E., Vice President/Principal

EXHIBIT A

Scope for Engineering Design Related Services for

Upland Avenue (from 34th Street to 50th Street) and

Program Management Services for Management of the Road Bond

AMENDMENT #1

PROJECT UNDERSTANDING

As the City of Lubbock (City) roadway bond program advances with projects, the City identified a need for land acquisition uniformity and coordination. Freese and Nichols (FNI) and team will provide services related to coordinating and overseeing overall land acquisition efforts. FNI and team will provide legal services to assist in the review of all documents and processes and provide legal advice to the City up to but not including condemnation. Article 1 Term of the contract will be amended and extended an additional 12 months for the program management task effective from the date this amendment is executed. The design tasks will not be impacted by the schedule extension.

WORK TO BE PERFORMED

PROGRAM MANAGEMENT:

TASK 11. ROAD BOND PROGRAM MANAGEMENT AND STAFF AUGMENTATION SERVICES

ENGINEER will provide support to the CITY in the management of the overall bond program by providing program management services and staff augmentation for the schedule duration of this contract shown in Exhibit B. As needed by the CITY, ENGINEER will provide the following items, up to the maximum contract value:

- 11.5 Program Progress Reporting (Reports, Data, Analysis, and Information intended for staff consumption)
- Develop a written monthly status reports with abbreviated status update on each project, photos updates, snapshots from the Power BI/PMIS dashboards, schedule and financial summaries, and other information requested by the CITY.
- 11.6 Stakeholder Analysis, Public Engagement, and Communication Plan (Project updates and information intended for public consumption)
- Provide and update content for public facing roadway bond website.
 - Develop and deliver stakeholder presentations with an overall bond perspective, coordinate with individual project teams for content.
- 11.9 Land Acquisition

- FNI and team will provide with legal guidance for land acquisition up to but not including condemnation. These services include:
 - Reviewing form documents to be used in the acquisition process.
 - Providing general title assistance.
 - Providing limited legal counsel regarding projects as needed.
- FNI and team will develop, coordinate, and manage a uniform approach for land acquisition. These services include:
 - Reviewing the City's acquisition process and developing a flowchart and guidelines to be used for all bond projects.
 - Establishing the QA/QC plan to coordinate, review and approve title, appraisals, legal descriptions, and right of way plans and all documentation prepared for parcel acquisition, relocation, and condemnation for accuracy.
 - Developing uniform templates to be used for all bond projects, and conducting training on right of way acquisition.
 - Coordinating, reviewing and approving letters on behalf of the City.
 - Establishing guidelines for counteroffers and settlements.
 - Establishing guidelines for submission to and approval by City Council for all payment requests, closing, and final payment to landowner.
 - Developing a file and document management process from initial setup to final audit and transmittal to City of Lubbock.
 - Coordinating status meetings with right of way consultants.
 - Monitoring program schedules to ensure that the work is completed on time and within parameters.
 - Providing project management of right of way efforts ensuring the projects follow the uniform act, state law, and City of Lubbock guidelines.
- Maintaining and updating the SharePoint Site for land acquisition and utility coordination.

ASSUMPTIONS

- Road Bond Program Management and Staff Augmentation Services are to be provided for a duration of one year. Future Program Management Services may be authorized at a later date if desired by the CITY.

DELIVERABLES

A. Monthly and Quarterly Reports

- B. Land acquisition guidance documents and flow charts.
- C. Uniform templates for acquisition process.
- D. Monthly website updates
- E. Monthly program reports and/or program presentations
- F. Monthly program schedule updates

EXHIBIT A, PART 2, ADDITIONAL SERVICES

Upland Avenue (from 34th Street to 50th Street) and

Program Management Services for Management of the Road Bond

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Services related to Program Management that exceed the maximum effort specified by the contract and amendments.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17074 is entered into this 10th day of January, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., (the "Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the design of Upland Avenue from 34th Street to 50th Street and Bond Management Assistance, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 12 months. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$1,639,143, as set forth in Exhibit "B" and at the rates set forth in Exhibit "C".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

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

General Aggregate Limit: \$2,000,000

Professional Liability:

Combined Single Limit: \$2,000,000

Automobile Liability:

Combined Single Limit for any auto: \$1,000,000 Per Occurrence

Employer's Liability:

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

Worker's Compensation

Per Occurrence Single Limit: \$500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE,

OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Freese and Nichols, Inc.
Chris Bosco, P.E.
1500 Broadway, Suite 1150
Lubbock, Texas 79401
Telephone: 817-735-7359
Email: cb@freese.com

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

Kevin Prado, P.E.
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2329
Email: KPrado@MyLubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on

thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

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

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

Q. Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK




TRAY PAYNE, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

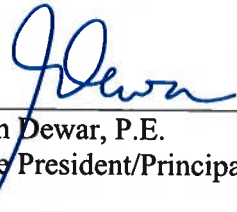
APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Firm

Freese and Nichols

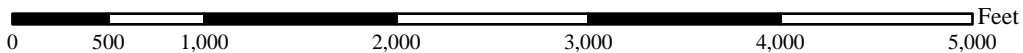
By: 

John Dewar, P.E.
Vice President/Principal

Email: jfd@freese.com

3

Upland Avenue from 34th Street to 50th Street



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



Digital Orthophotography - May 2021

**City of Lubbock
Capital Project
Project Cost Detail
August 13, 2024**

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

<i>Encumbered/Expended</i>	<u>Budget</u>
Staff time	\$ 30,777
Contract 17074 with Freese and Nichols for Design Services	1,639,143
Contract 17074 Amendment 1 with Freese and Nichols	393,388
Parcel 1 - ROW Acquisition	13,874
Parcel 3 - ROW Acquisition	10,347
Parcel 4 - ROW Acquisition	15,482
Parcel 13 - ROW Acquisition	74,031
Parcel 19 - ROW Acquisition	44,249
Parcel 20 - ROW Acquisition	1,721
Parcel 8 - ROW Acquisition	36,507
Parcel 9 - ROW Acquisition	82,662
Parcel 10 - ROW Acquisition	122,146
Parcel 11 - ROW Acquisition	22,064
Parcel 22 - ROW Acquisition	55,385
Parcel 14 - ROW Acquisition	25,711
Parcel 15 - ROW Acquisition	3,984
Parcel 2 - ROW Acquisition	13,121
Parcel 6 - ROW Acquisition	12,360
Parcel 7 - ROW Acquisition	95,666
Parcel 17 - ROW Acquisition	1,125
Parcel 18 - ROW Acquisition	28,405
Parcel 21 - ROW Acquisition	44,115

Agenda Item August 13, 2024

Contract 17074 Amendment 2 with Freese and Nichols	<u>620,141</u>
<i>Encumbered/Expended To Date</i>	<u>3,386,405</u>

Estimated Cost for Remaining Appropriation

Construction Upland Ave 34th to 50th	<u>14,113,595</u>
<i>Remaining Appropriation</i>	<u>-</u>

Total Appropriation	<u><u>\$ 17,500,000</u></u>
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CIP 92815 Upland Ave from 34th Street to 50th Street - 22B

New Roadway Infrastructure

Project Manager: Mike Keenum - 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:10/2024
Award Construction: 12/2024
Project Completion: 06/2026

Project History

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

Project Location

Upland Ave - 34th to 50th St

Project Appropriations

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

Project Funding

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

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 18109, with Winston Electric Inc., dba Acme Electric Company, Texas, for the West Lubbock Water System Expansion early procurement.

Item Summary

The City will need major infrastructure upgrades to maintain an appropriate level of service to West Lubbock, including a new pump station, ground storage tank (GST), elevated storage tank (EST), and transmission pipelines. All of this infrastructure is necessary together in order to maintain the Texas Commission on Environmental Quality (TCEQ) minimum requirements in the west Lubbock area in the near future.

In order to expedite the West Lubbock Pump Station Project, City staff recommends procuring longer lead time items ahead of the pump station bid. An Invitation to Bid (IBT) was issued to supply the electrical equipment needed for the new pump station in West Lubbock, including a generator, switchboards, Variable Frequency Drives (VFD), and other long lead-time equipment.

In response to ITB 24-18109-KM, the following bids were received and opened on June 25, 2024.

Contractor	Amount
***The Reynolds Company, Fort Worth, Texas	\$397,500
Winston Electric, Inc. dba Acme Electric Company, Lubbock, Texas	\$2,449,900

***The Reynolds Company's bid did not include a generator, enclosures, or an Automatic Transfer Switch. Due to their choice to not submit a bid on these critical path lead-time items, their bid was not considered.

Staff recommends award to the lowest responsible bidder, Winston Electric, Inc. dba Acme Electric Company of Lubbock, Tx, for \$2,449,900.

The contract will be for a term of 700 consecutive calendar days with final completion of the project within 730 consecutive calendar days. The equipment will be stored by the contractor upon delivery and installed with the construction of the proposed new pump station.

Fiscal Impact

This contract for \$2,449,900, is funded in Capital Improvement Project 92806, West Lubbock Water System Expansion.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Michael G. Keenum, PE, Division Director of Engineering/City Engineer

Attachments

Resolution

Contract

Location Map

CIP Spreadsheet

CIP Detail

Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18109 for West Lubbock water system expansion early procurement as per ITB 24-18109-KM, by and between the City of Lubbock and Winston Electric, Inc. dba Acme Electric Company, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:


Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

REVISED
BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: June 25, 2024

PROJECT NUMBER: **ITB 24-18109-KM, West Lubbock Water System Expansion Early Procurement**

Bid of Winston Electric, Inc. dba Acme Electric Company (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Low Voltage Distribution Transformer Manufacturer	No Transformers will be included in this proposal
Low Voltage Switchboard Manufacturer	Square D
Panelboard Manufacturer	No Panelboards will be included in this proposal
Low Voltage VFD Manufacturer	Danfoss
Generator Manufacturer	Cummins
ATS Manufacturer	Cummins/ASCO

~~Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within 700 consecutive calendar days with final completion of the project within 730 consecutive calendar days as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of \$1000 for each consecutive calendar day after substantial completion and liquidated damages in the sum of \$500 for each consecutive calendar day after final completion set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.~~

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

Due to generator lead times exceeding the 730 calendar days Acme takes exception to the bid requirements above.

Acme excludes any liquidated damages.

City of Lubbock, TX
Public Works
ITB 24-18109-KM
West Lubbock Water System Expansion Early Procurement

Winston Electric, Inc. dba Acme Electric Company of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Base Bid					
#1-1	Furnish, test, deliver and provide competent service technician for Low Voltage Distribtuion Transformers, complete as specified herein.	1	LS	No Bid	No Bid
#1-2	Furnish, test, deliver and provide competent service technician for Low Voltage Switchboards, complete as specified herein.	1	LS	\$118,000.00	\$118,000.00
#1-3	Furnish, test, deliver and provide competent service technician for Panelboards, complete as specified herein.	1	LS	No Bid	No Bid
#1-4	Furnish, test, deliver and provide competent service technician for three low voltage variable frequency drives fully compatible with the proposed pumping units PS17-P1 through PS17-P3 with a guaranteed efficiency greater than 95% at 100% speed and 100% load and 94% at 75% speed complete as specified herein.	3	EA	\$130,900.00	\$392,700.00
#1-5	Cost for witnessed tests of Variable frequency drives for by two representatives of the Owner	1	LS	\$28,700.00	\$28,700.00
#1-6	Furnish, test, deliver and provide competent service technician for one three phase generator with a rated capacity of 1500 kW/1875kVA and a power factor of 0.80, complete as specified herein.	1	LS	\$1,117,700.00	\$1,117,700.00
#1-7	Furnish, test and deliver one sound enclosure compatible with Pay Item 6 with noise attenuation to 70dB at 23 feet, complete as specified herein.	1	LS	\$575,600.00	\$575,600.00
#1-8	Cost for witnessed tests of Packaged Engine Generator for Pump Station 17 by two representatives of the Owner	1	LS	\$63,300.00	\$63,300.00

City of Lubbock, TX
Public Works
ITB 24-18109-KM
West Lubbock Water System Expansion Early Procurement

Winston Electric, Inc. dba Acme Electric Company of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
#1-9	Furnish, test, deliver and provide competent service technician for Low Voltage Automatic Transfer Switches, complete as specified herein.	1	LS	\$90,600.00	\$90,600.00
#1-10	Equipment procurement package completely as shown in the plans and specifications excluding Pay Items: 1-9.	1	LS	\$63,300.00	\$63,300.00
#1-11	Add (+) or Deduct (-) 1 Provision is made for Offeror to include an addition or deduction in his proposal, if he wishes, to reflect any last-minute adjustments in price. This addition or subtraction will be applied to pay item 10.	1	LS	No Bid	No Bid
Total (Items 1-1 through 1-11):					\$2,449,900.00

REVISED

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

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

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

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

Clarifications:

1. Acme is only including the equipment (1 - Switchboard, 3 - VFDs, 1 - ATS, and 1 - Generator) delivery and testing as per specs. No labor is included to install, unload, set in-place, etc.
2. Fuel for generator is excluded.
3. Generator lead times are 4-6 weeks for submittal and 104+ weeks after submittals are approved. These are estimated and subject to change.

Notes:

1. Value Engineering options are available if owner/engineer would be interested.
2. There may be options to shorten lead times of generator. We can get with the sales reps for more information.

REVISED

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

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

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

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

Date: 06/25/2024

Authorized Signature

Barry Brown, President

(Printed or Typed Name)

Acme Electric Company

Company

108 E 82nd St

Address

Lubbock

Lubbock

City,

Texas

County

79404

State

Zip Code

Telephone: 806 - 745-7720

Fax: 806 - 745-3102

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. #1 Date 06/03/24

Addenda No. #2 Date 06/17/24

Addenda No. _____ Date _____

Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.

75-1450152

EMAIL: bbrown@acmeelect.com

**M/WBE
Firm:**

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

West Lubbock Water Expansion Map

— Proposed 24"/30" Pipeline

★ West Lubbock PS/GST Site

0 750 1,500 2,250 3,000 Feet



West Lubbock PS/GST
Site

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

City of Lubbock, TX
Capital Project
Project Cost Detail
August 7th, 2024

Capital Project Number:	92806
Capital Project Name:	West Lubbock Water System Expansion

Encumbered/Expended

	CIP Number	92806
City of Lubbock Staff Time	\$	14,848
Contract 16854 with FNI for Professional Services		1,775,295
Amendment 1 to Contract 16854 with FNI for EST Design		1,206,982

Agenda Item August 13th, 2024

Contract 18109 with Acme Electric Company for Electrical Equipment	2,449,900
<i>Encumbered/Expended to Date</i>	5,447,025

Estimated Costs for Remaining Appropriation

Amendment 1 to Contract 15977 with Freese and Nichols, Inc. for Construction Phase Services	-
Pump Station 17 & EST Improvements	5,846,892
<i>Remaining Appropriation</i>	-
Total Appropriation To Date	\$ 11,293,917



CIP 92806 West Lubbock Water System Expansion

Infrastructure Improvements

Project Manager: Bailey Ratcliffe - 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 and 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, including a new pump station, ground storage tank (GST), elevated storage tank (EST), and transmission pipelines. All of this infrastructure is necessary together in order to maintain TCEQ minimum requirements in the west Lubbock area in the near future.

Project Highlights

Council Priorities Addressed:

Community Improvement
Growth and Development

Project History

- FY 2022-23 \$1,875,000 was appropriated by Ord. 2022-00136
- FY 2023-24 \$5,500,000 was moved from CIP 92804 by BCR 2024-09
- FY 2023-24 \$3,918,917 ARPA was appropriated by Ord. 2024-00037

Project Dates

Bid Date for Design: 11/2023
Award Date for Design: 01/2023
Design Completion: 06/2024

Project Location

West Lubbock

Pump Station & Ground Storage Tank:

Bid Date: 10/2024
Construction Award Date: 01/2025
Construction Completion: 03/2027

Distribution Waterline Package:

Bid Date: 10/2025
Construction Award Date: 01/2026
Construction Completion: 03/2027

Elevated Storage Tank:

Bid Date: 10/2025
Construction Award Date: 01/2026
Construction Completion: 01/2028

Transmission Pipeline Package:

Bid Date: 10/2026
Construction Award Date: 01/2027
Construction Completion: 01/2028

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$11,293,917	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$28,000,000	\$31,000,000	\$5,000,000	\$0	\$0	\$0
TOTAL	\$11,293,917	\$28,000,000	\$31,000,000	\$5,000,000	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Water/Wastewater Fund Revenue Bonds	\$7,375,000	\$28,000,000	\$31,000,000	\$5,000,000	\$0	\$0	\$0
ARPA Funding	\$3,918,917	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$11,293,917	\$28,000,000	\$31,000,000	\$5,000,000	\$0	\$0	\$0

Operating Budget Impacts

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



Purchasing and Contract Management

Project Summary

ITB 24-18109-KM

West Lubbock Water System Expansion Early Procurement

Notice was published in the Lubbock Avalanche Journal on May 15 and May 22, 2024.

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

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

Notice was published on Bonfire.com from May 15 to June 18, 2024.

80 vendors downloaded the documents using Bonfire.com.

25 vendors were notified separately.

2 vendors submitted bids.

Information

Agenda Item

Resolution - Public Works Solid Waste: Consider a resolution authorizing the Mayor to execute Contract 18166, with MJE, LLC, for the West Texas Region Disposal Facility Cell 6 Construction.

Item Summary

An Invitation to Bid (ITB) was issued for the excavation of materials and the installation of the liner system and associated items, for the West Texas Region Disposal Facility Cell 6.

The ITB included the following bid alternatives:

- 1) Allowing concrete road repair;
- 2) Installing a new metal building to replace one in the way of construction; and
- 3) Using permanent metal poles for the required litter fencing.

This project will ensure that sufficient disposal capacity is available for the safe disposal of our waste and that of the region.

In response to ITB 24-18166-TF, four contractors submitted the following bids:

Contractor	Location	Amount (with Bid Alternates)
MJE, LLC	Montezuma, Kansas	\$5,752,393.75
4X Construction Group, LLC	Mansfield, Texas	\$6,090,705.00
Hammett Excavation, Inc.	Dodd City, Texas	\$6,874,035.03
D.E. Rice Construction Company, Inc.	Borger, Texas	\$8,749,257.72

The City's Engineering Consultant, Parkhill, also evaluated these bids and performed reference checks. We recommend awarding the contract to the lowest, responsive and responsible bidder, MJE, LLC of Montezuma, Kansas, in the amount of \$5,752,393.75, including the bid alternates.

Time for substantial completion is 270 consecutive calendar days from the Notice to Proceed. This contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

Contract 18166 for \$5,752,303.75 is funded in Capital Improvement Project 92797.

Staff/Board Recommending

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

Attachments

Resolution

Contract - MJE, LLC - Cell 6

Budget Detail

CIP Detail

Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18166, as per ITB 24-18166-TF, for the construction of the West Texas Region Disposal Facility Cell 6, by and between the City of Lubbock and MJE, LLC of Montezuma, KS, 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 _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Senior Assistant City Attorney

**BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT**

DATE: 7/18/2024

PROJECT NUMBER: **ITB 24-18166-TF, West Texas Region Disposal Facility Cell 6 Construction**

Bid of MJE, LLC (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **270 consecutive calendar days** with **final completion** of the project within **300 consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **\$1,000** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$1,000** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

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

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

City of Lubbock, TX
Solid Waste
ITB 24-18166-TF
West Texas Region Disposal Facility Cell 6 Construction

MJE, LLC of Montezuma, KS

#	QTY +/-	U/M	Unit Cost	Extended Cost
Construction Base Bid				
#1-1 Mobilization	1	LS	220,000.00	220,000.00
#1-2 Excavation	949750	CY	2.40	2,279,400.00
#1-3 Embankment Fill	71065	CY	0.60	42,639.00
#1-4 Subgrade Preparation Floor	776750	SF	0.20	155,350.00
#1-5 Subgrade Preparation Slopes	104500	SF	0.20	20,900.00
#1-6 Concrete Access Road Demo	1200	SY	5.00	6,000.00
#1-7 Asphalt Access Road Demo	5150	SY	3.00	15,450.00
#1-8 Asphalt Access Road	3150	SY	32.00	100,800.00
#1-9 Asphalt Millings Access Ramp	9400	SY	2.00	18,800.00
#1-10 Seeding	1	LS	35,000.00	35,000.00
#1-11 Landfill Markers	1	LS	685.00	685.00
#1-12 Erosion Control (SW3P)	1	LS	3,000.00	3,000.00
#1-13 Litter Control Barrier Fence (Wood)	5620	LF	65.00	365,300.00
#1-14 Barb Wire Fence	4715	LF	11.65	54,929.75
#1-15 Metal Building Relocation	1	EA	57,000.00	57,000.00
#1-16 Retaining Walls	58	LF	200.00	11,600.00
#1-17 Rock Gabion Targets	14	EA	1,250.00	17,500.00
#1-18 Gabion Baskets	60	LF	180.00	10,800.00
#1-19 Geosynthetic Clay Liner - Floor	776750	SF	0.40	310,700.00
#1-20 Geosynthetic Clay Liner - Slopes	104500	SF	0.60	62,700.00
#1-21 Geomembrane Smooth	776750	SF	0.52	403,910.00
#1-22 Geomembrane Textured	104500	SF	0.75	78,375.00
#1-23 Geocomposite Drainage Layer	881250	SF	0.54	475,875.00
#1-24 Protective Cover - Floor	776750	SF	0.40	310,700.00
#1-25 Protective Cover - Slope	104500	SF	0.40	41,800.00
#1-26 Geotextile Fabric (8 oz)	20700	SF	0.70	14,490.00
#1-27 Gravel Drainage Material	630	CY	140.00	88,200.00
#1-28 6-Inch Leachate Collection Pipe	1750	LF	38.00	66,500.00
#1-29 12-Inch Riser Pipe	240	LF	90.00	21,600.00
#1-30 Sump Pump, Control Panel, Wiring	1	LS	55,000.00	55,000.00
#1-31 Sump Access Structure	1	LS	22,000.00	22,000.00
#1-32 Dual Containment Force Main	540	LF	45.00	24,300.00
#1-33 Electrical Power to Sump	1	LS	5,000.00	5,000.00
#1-34 Install City Provided Flow Meters	5	EA	1,200.00	6,000.00
Additive Alternate No. 1				
#2-1 Concrete Access Road	3150	SY	112.00	352,800.00
#2-2 [DEDUCT] Asphalt Access Road	3150	SY	(32.00)	(100,800.00)

City of Lubbock, TX
Solid Waste
ITB 24-18166-TF
West Texas Region Disposal Facility Cell 6 Construction

Additive Alternate No. 2

#3-1 New Metal Building Installation	1	EA	65,000.00	65,000.00
#3-2 [DEDUCT] Metal Building Relocation	1	EA	(57,000.00)	(57,000.00)

Additive Alternate No. 3

#4-1 Litter Control Barrier Fence (Metal)	600	LF	150.00	90,000.00
---	-----	----	--------	-----------

Total (Item 1-1 through 1-34): \$ 5,402,303.75

Total (Item 2-1 through 2-2): \$ 252,000.00

Total (Item 3-1 through 3-2): \$ 8,000.00

Total (Item 4-1): \$ 90,000.00

Total (Items 1-1 and 4-1): \$ 5,752,303.75

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

Three hundred fifty thousand

Dollars (\$ 350,000.00)

or a Bid Bond in the sum of

Dollars (\$ _____),

which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: 7/18/2024

Authorized Signature

Aaron Jantz

(Printed or Typed Name)

MJE LLC

Company

26503 11 Rd

Address

Montezuma, Gray

City,

Kansas

County

67867

State

Zip Code

Telephone: 620 - 846 - 2634

Fax: _____

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.

47-0865841

EMAIL: ajantz@mje LLC.net

M/WBE
Firm:

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
August 13, 2024**

Capital Project Number:	92797
Capital Project Name:	WTRDF Cell Construction

	<u>Budget</u>
<i>Encumbered/Expended</i>	
Parkhill	\$ 238,500
<i>Agenda Items August 13, 2024</i>	
MJE, LLC	<u>5,752,304</u>
<i>Encumbered/Expended to Date</i>	<u>5,990,804</u>
<i>Estimated Costs for Remaining Appropriation</i>	
Construction	<u>1,009,196</u>
<i>Remaining Appropriation</i>	<u>1,009,196</u>
Total Appropriation To Date	<u>\$ 7,000,000</u>



CIP 92797 WTRDF Cell Construction

Infrastructure Improvements

Project Manager: Brenda Haney - Solid Waste Disposal

Project Scope

Design, construct, oversee construction and TCEQ submittals.

Project Justification

The existing constructed capacity for below grade volume at the West Texas Regional Disposal Facility has less than 2 years remaining capacity.

Project Highlights

Council Priorities Addressed: Growth and Development, Community Improvement

Project History

The last cell for disposal capacity was constructed in 2018. This cell will provide additional waste disposal capacity to serve the City and other customers for several more years.

- FY 2023-24 \$7,000,000 was appropriated by Ord. 2023-00108

Project Dates

Design Completion: May 2024
Bid Date for Construction: June 2024
Award date for Construction: July 2024
Begin Construction : July/August 2024
Construction Completion: April 2025

Project Location

West Texas Regional Disposal Facility

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$7,000,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$7,000,000	\$0	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Fund CO Bonds	\$7,000,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$7,000,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

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



Purchasing and Contract Management

Project Summary

ITB 24-18166-TF

West Texas Region Disposal Facility Cell 6 Construction

Notice was published in the Lubbock Avalanche Journal on June 30 & July 7, 2024.

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

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

Notice was published on Bonfire.com from June 30 to July 18, 2024.

12 individuals attended the pre-bid meeting.

59 vendors downloaded the documents using Bonfire.com.

48 vendors were notified separately.

4 vendors submitted bids.

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Amendment No. 4 to the Health and Human Services Commission Contract No. HHS000779500003, and all related documents, under the Substance Use Prevention, Treatment and Recovery Services Block Grant, by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission, to provide Treatment for Youth (TRY) funding.

Item Summary

This is an existing grant. The Substance Use Prevention, Treatment and Recovery Services Block Grant was initially awarded to the Public Health Department in 2020, to facilitate substance use treatment services for youth in Region 1. This is to include residential, intensive outpatient, and other services as needed. This grant will fund the provision of treatment services for youth in Region 1, as well as case management to help improve treatment outcomes.

Amendment No. 4 revises the termination date to August 31, 2025. The budget is amended to add \$57,497. The contract also amends and modifies Attachment B - Program Services and Unit Rates, Attachment C - Contract Affirmations, Attachment D - Uniform Terms and Conditions, and Attachment H - Federal Funding Accountability and Transparency Act.

This Amendment will be effective on August 31, 2024. This document requires an electronic signature.

Fiscal Impact

Amendment No. 4 adds \$57,490 to the contract for Fiscal Year 2025.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Katherine Wells, Director of Public Health Services

Attachments

Resolution TRY
Contract TRY

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. 4 to the Health and Human Services Commission Contract No. HHS000779500003, under the Substance Use Prevention, Treatment and Recovery Services Block Grant, to provide Treatment for Youth (TRY) funding, by and between the City of Lubbock and the State of Texas' Health and Human Services Commission, and all related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Rachael Foster, Assistant City Attorney

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500003
AMENDMENT NO. 4**

The **HEALTH AND HUMAN SERVICES COMMISSION** ("HHSC" or "System Agency") and **CITY OF LUBBOCK** ("Grantee"), who are collectively referred to herein as the "Parties," to that certain Treatment for Youth (TRY) contract effective August 1, 2020, and denominated HHSC Contract No. HHS000779500003 (the "Contract"), as amended, now desire to further amend the Contract.

WHEREAS, HHSC has chosen to exercise its option to renew the contract in accordance with Section III; and

WHEREAS, HHSC desires to add funding, revise the Program Services and Unit Rates, Uniform Terms and Conditions and Contract Affirmations to allow for the successful completion of the Project;

NOW, THEREFORE, the Parties amend and modify the Contract as follows:

1. **ARTICLE III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of August 31, 2025.
2. **ARTICLE IV** of the Contract, **BUDGET**, is hereby amended to add **FIFTY-SEVEN THOUSAND FOUR HUNDRED NINETY-SEVEN (\$57,497.00) DOLLARS** to contract for a total not to exceed **THREE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED FIFTY-TWO (\$361,352.00) DOLLARS**. The below table documents the HHSC funding, required match, and fiscal year total contract value(s) for the term of the contract:

FY	Program ID	HHSC Share Amt	Amt added by Amendment	Match	FY TCV
2020	SA/TRY	\$56,664.00	\$0.00	\$2,833.00	\$59,497.00
2021	SA/TRY	\$57,497.00	\$0.00	\$2,874.00	\$60,371.00
2022	SA/TRY	\$57,497.00	\$0.00	\$2,874.00	\$60,371.00
2023	SA/TRY	\$57,497.00	\$0.00	\$2,874.00	\$60,371.00
2024	SA/TRY	\$57,497.00	\$0.00	\$2,874.00	\$60,371.00
2025	SA/TRY	\$0.00	\$57,497.00	\$2,874.00	\$60,371.00
	Total	\$286,652.00	\$57,497.00	\$17,203.00	\$361,352.00

3. **ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES (AUGUST 2023)**, is deleted in its entirety and replaced with **ATTACHMENT B, PROGRAM SERVICES AND UNIT RATES (AUGUST 2024)**.
4. **ATTACHMENT C, CONTRACT AFFIRMATIONS, VERSION 2.2**, is hereby deleted in its entirety and replaced with **ATTACHMENT C, CONTRACT AFFIRMATIONS, VERSION 2.3**

5. **ATTACHMENT D, UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.2, (AUGUST 2023)**, is hereby deleted in its entirety and replaced with **ATTACHMENT D, UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.3**.
6. **ATTACHMENT H, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)** is supplemented with **ATTACHMENT H-1 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)** in order for Grantee to complete the re-certification to meet the federal requirement.
7. This Amendment shall be effective on August 31, 2024.
8. Except as amended and modified by this Amendment No. 4, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 4
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT No. HHS000779500003**

**HEALTH AND HUMAN SERVICES
COMMISSION**

CITY OF LUBBOCK

By: _____

By: _____

Date of Signature:

Date of Signature:

THE FOLLOWING ATTACHMENTS ARE INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT B	PROGRAM SERVICES AND UNIT RATES (AUGUST 2024)
ATTACHMENT C	CONTRACT AFFIRMATIONS, VERSION 2.3
ATTACHMENT D	UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.3
ATTACHMENT H-1	FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

**ATTACHMENT B
PROGRAM SERVICES AND UNIT RATES
(AUGUST 2024)**

- A. Contract is funded by the United States Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention Treatment Recovery Services (SUPTRS) Block Grant, Assistance Listing Number (ALN) 93.959, and System Agency General Revenue.
- B. Grantee shall comply with the following Code of Federal Regulation (CFR):
1. SUPTRS Block Grant: 45 CFR Part 96, Subpart C, currently available at: <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-96?toc=1>; and
 2. 2 CFR 200, currently available at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>.
- C. Grantee shall comply with Texas Grant Management Standards, currently available at: <https://comptroller.texas.gov/purchasing/grant-management/>
- D. Funding
1. System Agency's share of total reimbursements is not to exceed \$344,149.00 for the Contract term of August 01, 2020 through August 31, 2025, as further specified and allocated by state fiscal year in **ARTICLE IV, BUDGET**, of the Contract.
 2. The required Grantee match for the same period is **\$17,203.00**. Grantee is required to contribute five percent matching of funds. Funding from the SUPTRS Supplemental funding (HR133 and/or COVID-19) does not require matching of funds and is excluded from the match calculations.
- E. Claims and Payment Requirements:
1. Grantee shall submit claims in CMBHS no later than a month after services are rendered.
 2. At the closure of each state fiscal year ("FY"), System Agency will conduct Contract closeout activities. As part of the FY closeout activities, Grantee shall ensure all claims for each FY are submitted in CMBHS by October 15 and System Agency may deny claims submitted after October 15.
 3. Additionally, Grantee shall submit all claims for the September service period of the current FY by October 15, and any such claims that are submitted after October 15 may be denied due to the grant budget period being closed.

4. Final closeout activities will be conducted after the end of the Contract term and Grantee shall submit final closeout documentation 45 calendar days from the end of the Contract term.
 5. System Agency may request additional supportive documentation to support the claims. All requests for additional information must be provided by the deadline requested
- F.** Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from System Agency as payment in full for services or goods provided to clients or participants. Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.
- G. Budget Program Adjustment (BPA) Requirements**
1. Grantee may request revisions to the approved service group distribution of funds budgeted in the Service Type/Numbers Served/Capacity/Funding Amounts Chart by completing a Budget Program Adjustment (BPA) Form and submitting the form to SUD Mailbox at SUD.Contracts@hhs.texas.gov with copy to the System Agency Contract Representative. BPA Form must be completed correctly and completely to be accepted. System Agency may reject the BPA Form if it is incomplete or incorrectly filled out.
 2. System Agency will review the accepted BPA Form to determine if the request is allowable under the Contract and RFA, if applicable. The estimated timeline for System Agency to review and provide written communication regarding approval or denial of the request is thirty calendar days from receiving an accepted BPA form.
 3. Any revisions to the distribution of funds will result in revised numbers served and/or capacity requirements.
 4. The annual deadline to submit the BPA Form is March 1st.
- H.** Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.
- I.** System Agency funded capacity is defined as the number of clients who will be served as stated under this Contract.
- J. Service Unit Rates**
1. The unit rates for the service charts referenced in Section N are currently available at: <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers>. The document is titled "Treatment Rate Sheet" and found under "Forms".

2. If the link to the webpage and/or location of the applicable unit rate document changes, System Agency will provide Grantee notice through a broadcast message by email.
 3. All unit rates are subject to change and contingent on available funding. If unit rates are adjusted, System Agency will provide Grantee notice through a broadcast message by email. All broadcast messages will be maintained in Grantee Contract file, and document the following:
 - a. Treatment Program/Service Type unit rate adjustments;
 - b. Treatment Program/Service Type unit rate adjustments effective date; and
 - c. Treatment Program/Service Type method for receiving payments for the unit rate adjustment.
 4. There may be a delay between the effective date of the updated rate adjustment and the such rate adjustment being reflected in CMBHS. In the event of a difference in the updated adjusted rate and the rate reflected in CMBHS, the updated rate controls and payment will be adjusted as described in Section J(5).
 5. The method(s) by which the rate adjustment is implemented is determined by the effective date of the rate adjustment. The methods are as follows:
 - a. If effective date is during the FY closeout period, then System Agency may conduct reconciliation to extract paid claims data for services provided by Grantee during the unit rate adjustment approval period. System Agency may calculate the difference between Grantee's payment utilizing the unit rate in CMBHS versus the revised unit rate. System Agency will thereafter issue Grantee a final reconciliation payment for the difference between the two service unit rates. Grantee's fiscal year payment may not exceed the total fiscal year allocation set forth in budget for the corresponding FY under this Contract.
 - b. System Agency may revise the service unit rates manually in CMBHS to ensure all service claims during the approved service period may be reimbursed at the revised rate.
 - c. System Agency reserves the right to utilize different method(s) to process unit rate adjustments.
 - d. Method(s) used to process the unit rate adjustment will be described in the System Agency broadcast message.
- K.** Clinic numbers must be approved by the System Agency Contract Representative before billing can occur. The Clinic Change Request Form is currently available at: <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers>. The document is titled "Clinic Request Form" and found under "Forms".
- L.** Service Types with no associated amount will be paid from the preceding Service Type having an associated amount.
- M.** Reimbursement of Allowable Costs for FY 2022 and FY 2023

1. Grantees may be eligible to receive additional payments for FY 2022 and 2023 for COVID-19-related costs incurred for covered services that were not included under the fee for service payment reimbursement mechanism.
 2. Additional payments will only be made upon written approval from System Agency. System Agency does not guarantee that additional payments will cover all COVID 19-related costs. In no event will the total amount paid to any Grantee exceed the budget under this Contract for the associated FY.
 3. At its sole discretion, System Agency will determine additional payment amounts by applying inflationary and/or market adjustment factors, such as the Consumer Price Index. Additional payments will be based on Grantee's actual services provided and submitted to System Agency for reimbursement through CMBHS no later than October 15 each year for the FY.
 4. Additional payments must comply with applicable provisions within 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Title 45 of the Code of Federal Regulations Part 96 (Block Grants), and the Texas Grant Management Standards (TxGMS).
 5. Additional payments will be made at the sole discretion of System Agency and are subject to availability.
- N. The Service Types, Numbers Served, Capacity, and Funding Amounts in the table below are approved by System Agency. Grantee shall perform the required services set forth in the Statement of Work of this Contract in accordance with the following cost categories:

SERVICE TYPE/NUMBERS SERVED/CAPACITY/FUNDING AMOUNTS
FY 2025 SERVICE CHART

Service Type	Number Served	Capacity	Amount
Youth Intensive Residential	0	0	\$0.00
Youth Intensive Residential Wraparound Services - Room & Board (Medicaid Youth)			
Youth Supportive Residential	0	0	\$0.00
Youth Outpatient Services	24	2	\$57,497.00
Youth Outpatient Group Counseling			
Youth Outpatient Group Education			
Youth Outpatient Individual			
Youth Adolescent Support			
Youth Adolescent Support – Medicaid Youth Wraparound			

Youth Family Counseling			
Youth Family Counseling – Medicaid Youth Wraparound – Parent Education Sessions			
Youth Family Support			
Youth Family Support – Medicaid Youth Wraparound			
Youth Psychiatrist Consultation			
Total	24	2	\$57,497.00

HEALTH AND HUMAN SERVICES
Contract Number HHS000779500003
Attachment C CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General

Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative

Date Signed

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

Texas Secretary of State Filing Number

SAM.gov Unique Entity Identifier (UEI)

Attachment D



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.3

Published and Effective – November 2023

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

“Contract” or “Grant Agreement” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“Deliverables” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“DSHS” means the Department of State Health Services.

“Effective Date” means the date on which the Grant Agreement takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“HHSC” means the Texas Health and Human Services Commission.

“Health and Human Services” or “HHS” includes HHSC and DSHS.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Project” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“Signature Document” means the document executed by all Parties for this Grant Agreement.

“Solicitation,” “Funding Announcement” or “Request for Applications (RFA)” means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“Solicitation Response” or “Application” means Grantee’s full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means the Texas Comptroller of Public Accounts’ website relative to travel reimbursements under this Contract, if any.

“Statement of Work” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

“System Agency” means HHSC or DSHS, as applicable.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

“Texas Grant Management Standards” or “TxGMS” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Texttravel* guidelines, which can currently be accessed at: <https://fm.x.cpa.texas.gov/fmx/travel/texttravel/>

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
- ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
- v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
- vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's

report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to

System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

- A. The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.
- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

- C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
- i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is

- obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
- i. **Material Breach**
The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.
 - ii. **Failure to Maintain Financial Viability**
The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.
- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.
- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. **GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. **THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. **FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT**

AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant

Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
 - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its

Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.
- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute

a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require

contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the

Grantee's financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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**Federal Funding Accountability and Transparency Act (FFATA)
Certification Form**

**Form 8040-A
August 2022-E**

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. The signer further agrees that they will provide immediate written notice to HHSC if at any time they learn that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **Note:** If the signer cannot certify all of the statements contained in this section, they must provide written notice to HHSC detailing which of the below statements they cannot certify and why.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

☐ Yes – Skip questions A, B and C and continue to section D. ☐ No – Answer questions A and B.

A. Certification Regarding Percent of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

☐ Yes ☐ No – Skip question C.

B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

☐ Yes ☐ No – Skip question C.

If your answer is **Yes** to both questions A and B, you must answer question C.

If your answer is **No** to either question A or B, skip question C and continue to section D.

C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No – Provide the names and total compensation of the top five highly compensated officers/senior executives.

Name of Officer or Senior Executive	Total Compensation
1.	
2.	
3.	
4.	
5.	

D. Signatures

As the duly authorized representative (signer) of the contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Signature of Authorized Representative _____

Date _____

Printed Name of Authorized Representative	Title of Authorized Representative
Legal Name of Contractor	Unique Entity Identifier
Applicable HHSC Contract No.(s):	

Certificate Of Completion

Envelope Id: DC4A9FDD210F42EE838803247061CFB8

Status: Sent

Subject: Amending \$361,352.00; HHS000779500003; CITY OF LUBBOCK A-4;HHSC MSS-SUDCMU

Procurement Number:

Source Envelope:

Document Pages: 58

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Texas Health and Human Services Commission

AutoNav: Enabled

1100 W. 49th St.

EnvelopeId Stamping: Enabled

Austin, TX 78756

Time Zone: (UTC-06:00) Central Time (US & Canada)

PCS_DocuSign@hhs.state.tx.us

IP Address: 167.137.1.10

Record Tracking

Status: Original

7/11/2024 3:24:14 PM

Holder: Texas Health and Human Services
Commission

Location: DocuSign

PCS_DocuSign@hhs.state.tx.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: Texas Health and Human Services
Commission

Location: DocuSign

Signer Events**Signature****Timestamp**

Mark McBrayer

mmcbrayer@mylubbock.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Sent: 7/11/2024 3:52:19 PM

Roderick Swan

Roderick.Swan@hhs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

SA Mailbox

SUD.Contracts@hhs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 7/11/2024 3:52:17 PM

Wells, Trishonia

trishonia.wells@hhs.texas.gov

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 7/11/2024 3:52:18 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gloria Diaz gdiaz@mylubbock.us Financial Analyst Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/11/2024 3:52:19 PM Viewed: 7/11/2024 3:52:51 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Katherine Wells kwells@mylubbock.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/11/2024 3:52:19 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Megan Miller mmiller@mylubbock.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/11/2024 3:52:20 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/11/2024 3:52:18 PM
Payment Events	Status	Timestamps

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to accept a Federal Aviation Grant Agreement for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.

Item Summary

Lubbock Preston Smith International Airport is eligible to receive funds from the Federal Aviation Administration (FAA) under the Bipartisan Infrastructure Law (BIL) Airport Terminal Program (ATP).

Funds under this program are available for terminal reconstruction, development, and accessibility; improving energy efficiency for terminals, and other purposes. The grant is for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.

The grant offer is \$5,294,745 and funds approximately 89% of eligible project costs.

Fiscal Impact

The notice of grant award from the Federal Aviation Administration is a total allocation is \$5,294,745.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution for FAA Grant Mechanical Equipment
FAA Grant Agreement for Mechanical Equipment

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, Grant Agreement No. 3-48-0138-058-2024, by and between the City of Lubbock and the United States of America acting through the Federal Aviation Administration in connection with the Lubbock Preston Smith International Airport Terminal Program to Reconstruct Terminal (Mechanical/HVAC Replacement), and 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 City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

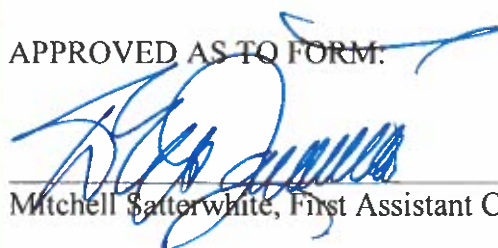
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdcs/RES.3-48-0138-058-2024 Grant Agrmt-FAA
August 5, 2024



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Texas

Texas Airports District Office:
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

July 30, 2024

Mayor Mark McBrayer
City of Lubbock
1314 Avenue K
Lubbock, TX 79457

Dear Mark McBrayer:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Terminal Program Grant (ATP) Project No. 3-48-0138-058-2024 at Lubbock Preston Smith International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 29, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.


Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jillian Thackston, (817) 222-5126, jillian.m.thackston@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


 Anthony Bryant (Jul 30, 2024 13:39 CDT)

Anthony Bryant
 Texas ADO Manager (A)
 FAA Southwest Region



**FY 2024 AIRPORT TERMINAL PROGRAM GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	July 30, 2024
Airport/Planning Area	Lubbock Preston Smith International Airport
Airport Terminal Program Grant Number	3-48-0138-058-2024
Unique Entity Identifier	LXDNEKWRVKJ6

TO: City of Lubbock
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 17, 2024, for a grant of Federal funds for a project at or associated with the Lubbock Preston Smith International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lubbock Preston Smith International Airport (herein called the "Project") consisting of the following:

Reconstruct Terminal (Mechanical/HVAC Replacement)

which is more fully described in the Project Application submitted in response to the Notice of Funding Opportunity (NOFO) published on September 1, 2023.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95)% of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$5,294,745.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$5,294,745 for airport development; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. All project costs must be incurred after the grant execution date unless specifically permitted under 49 U.S.C. § 47110(c). Certain airport development costs incurred before execution of the grant agreement, but after November 15, 2021, are allowable only if certain conditions under 49 U.S.C. § 47110(c) are met.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.**
 - a. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary's policies and procedures.
 - b. The Sponsor agrees to post-award performance and project evaluation requirements by the FAA/DOT/Federal government or its agents as specified in the NOFO.
 - c. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage.
 - d. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 29, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must

furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.
- 21. Ban on Texting While Driving.**
- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.
- 22. Trafficking in Persons.**
- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
 - b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

- ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 21, 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated

against as a reprisal for disclosing to a person or body described in subparagraph (a)(2) below, information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints

- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes
- 2. the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

29. **Building BIL Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the terminal mechanical improvements included in the project must not exceed 89 percent of the actual cost of the entire building.
30. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
32. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
33. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
34. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Anthony Bryant
Anthony Bryant (Jul 30, 2024 13:39 CDT)

(Signature)

Anthony Bryant

(Typed Name)

Manager, Texas ADO (A)

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated

City of Lubbock

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated this day of _____

By: _____

(Signature of State's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by

the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA

determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(City of Lubbock)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer

land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of June 17, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Contract 17935, with Anthony Mechanical, Inc., for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.

Item Summary

Lubbock Preston Smith International Airport (LPSIA) issued an Invitation to Bid (ITB) for Mechanical Equipment Replacement. The Base Bid Project consists of replacing multiple existing pieces of terminal building HVAC mechanical equipment and existing air handlers on top of the terminal structure. Additive Alternate 1 consists of replacing 9 boilers. Additive Alternate 2 is a unit cost for 1 boiler replacement.

In response to ITB 24-17935-TF, bids were received from the following companies.

Contractor	Anthony Mechanical, Inc.	Armstrong Mechanical Co., Inc.	Accurate Air Solutions
Location	Lubbock, Texas	Lubbock, Texas	Abilene, Texas
Base Bid	\$5,500,000	\$6,453,035	\$8,015,366
Additive Alternate 1:	\$637,500	\$893,190	\$791,008
Additive Alternate 2:	\$80,500	\$109,345	\$106,072

The Mechanical Equipment Replacement will take 365 consecutive calendar days for substantial completion and 30 additional consecutive calendar days to final completion. The liquidated damages for each consecutive calendar day after substantial completion is \$1,500 and liquidated damages for each consecutive calendar day after completion is \$1,500.

Airport Staff and the Airport Advisory Board recommend a contract award for the Base Bid plus Additive Alternate 2, to Anthony Mechanical, Inc. of Lubbock, Texas for \$5,580,500.

Fiscal Impact

Contract 17935 for \$5,580,500, with Anthony Mechanical, Inc., is funded in Capital Improvement Project 92839, Mechanical Equipment Replacement Project.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution 17935 Anthony Mechanical, Inc.

Contract 17935 - Anthony Mechanical. Inc.

Capital Project 92839 Spreadsheet

17935 - 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, Contract No. 17935 for Mechanical Equipment Replacement at the Lubbock Preston Smith International Airport, consistent with the terms set forth in the bid submittal form lump sum price bid contract attached hereto, by and between the City of Lubbock and Anthony Mechanical, Inc., and related documents. Said bid submittal for lump sum price bid contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

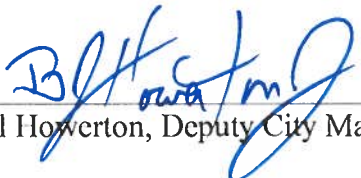
Passed by the City Council on _____.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Anthony Mechanical
June 26, 2024

**BID SUBMITTAL FORM
LUMP SUM PRICE BID CONTRACT**

DATE: 6/5/24

PROJECT NUMBER: **ITB 24-17935-TF Lubbock Preston Smith Int'l Airport Mechanical Equipment Replacement**

Bid of Anthony Mechanical Inc. (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **365 consecutive calendar days** with **final completion** of the project within **395 consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **\$1,500** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$1,500** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

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

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

City of Lubbock, TX

Airport

ITB 24-17935-TF

Lubbock Preston Smith Int'l Airport Mechanical Equipment Replacement

Anthony Mechanical, Inc. of Lubbock, TX

#		QTY +/-	U/M	Unit Cost	Extended Cost
Base Bid					
#1-1	Replacement of Air Handling Units, Water Cooled Chillers, Cooling Towers, Fan Coil Units, Chilled water hydronic pumps, Condenser water hydronic pumps, and secondary loop Heating hot water hydronic pumps, and accessories, as well as associated piping and sheet metal work, along with building automation system updates.	1	LS	5,500,000.00	5,500,000.00
Additive Alternate Bid #1					
#2-1	Replacement of nine (9) hydronic heating boilers, primary circulating pumps, and accessories as well as associated piping and flue work as indicated on the drawings for Alternate Bid #1.	1	LS	637,500.00	637,500.00
Additive Alternate Bid #2					
#3-1	Replacement of one (1) hydronic heating boiler, primary circulating pump, and accessories as well as associated piping and flue work as indicated on the drawings for Alternate Bid #2.	1	LS	80,500.00	80,500.00
				Total (Item 1-1):	\$ 5,500,000.00
				Total (Item 2-1):	\$ 637,500.00
				Total (Item 3-1):	\$ 80,500.00
				Total (Items 1-1 and 3-1):	\$ 5,580,500.00

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

two hundred Seventy five thousand Dollars (\$ 275,000) or a Bid Bond in the sum of Dollars (\$ 275,000), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: 6-5-24

Authorized Signature

(Printed or Typed Name)

Anthony Mechanical Inc
Company

525 E 40th St.

Address

Lubbock

Lubbock

City,

County

Texas

79404

State

Zip Code

Telephone: 806 - 747-4151

Fax: 806 - 747-7733

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 4-26-24

Addenda No. 2 Date 5-23-24

Addenda No. 3 Date 5-29-24

Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.

75-1247722-9

EMAIL: Jason@anthonymechanical.com

M/WBE
Firm:

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
August 13, 2024**

Capital Project Number:	92839
Capital Project Name:	Mechanical Systems Improvements

	Budget
<i>Encumbered/Expended</i>	
RS&H, Inc. Amendment 15 - Contract 15200 (Design)	255,965
<i>Agenda Item August 13, 2024</i>	
RS&H, Inc. Amendment 16 - Contract 15200 (Construction Administration)	496,301
Anthony Mechanical Contract 17935	5,580,500
Anthony Mechanical Contract 17935 Change Order #1	161,000
<i>Encumbered/Expended To Date</i>	6,493,766
<i>Estimated Costs for Remaining Appropriation</i>	
	283,247
<i>Remaining Appropriation</i>	283,247
Total Appropriation	\$ 6,777,013

*Budget Amendment 1st read July 9, 2024

*Budget Amendment 2nd read July 23, 2024



Purchasing and Contract Management

Project Summary

ITB 24-17935-TF

Lubbock Preston Smith Int'l Airport Mechanical Equipment Replacement

Notice was published in the Lubbock Avalanche Journal on April 21 & April 28, 2024.

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

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

Notice was published on Bonfire.com from April 21 to June 5, 2024.

16 individuals attended the pre-bid meeting.

49 vendors downloaded the documents using Bonfire.com.

38 vendors were notified separately.

3 vendors submitted bids.

Information

Agenda Item

Resolution - Aviation: Consider resolution authorizing the Mayor to execute Change Order No. 1 to Contract 17935, with Anthony Mechanical, Inc., for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.

Item Summary

Change Order No. 1 consists of replacing 2 additional boilers and first time costs for payment and performance bonds. Due to the age and condition of the existing boilers and the lower than expected unit pricing for one replacement boiler, the airport has opted to begin phased replacement of the aging existing boilers.

The award of Alternate 2, along with the change order for 2 additional boilers, will allow for replacement of 3 of the 9 boilers.

The additional cost for the payment and performance bonds is a first cost item omitted from the original bid that does not affect the outcome of the bidding results.

Contractor - Anthony Mechanical, Inc., Lubbock, Texas	Cost
Unit Price of Alternate 2 (\$80,500 per boiler X 2)	\$161,000
Additional Costs for Payment & Performance Bonds	\$3,220
TOTAL	\$164,220

Airport Staff and the Airport Advisory Board recommend Change Order No. 1 be awarded to Anthony Mechanical, Inc. of Lubbock, Texas, for \$164,220.

Fiscal Impact

Change Order No. 1 to Contract 17935 with Anthony Mechanical, Inc., for \$164,220, is funded in Capital Improvement Project 92839, Mechanical Systems Improvements.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - Change Order 1 Anthony Mechanical
Change Order #1 Anthony Mechanical

Capital Project 92839 Spreadsheet
CIP 92753-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, Change Order No. 1 to that certain Contract No. 17935, by and between the City of Lubbock and Anthony Mechanical, Inc., to replace two (2) additional hydronic boilers at the Lubbock Preston Smith International Airport and related documents. Said Change Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

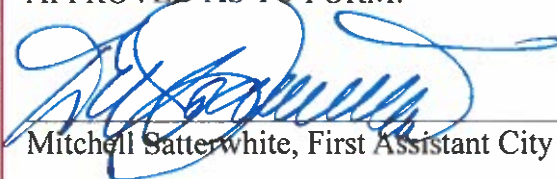
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.ChgOrd-Anthony Mechanical
July 9, 2024

Office of Purchasing and Contract Management

Change Order

Contract No: 17935	Contractor: Anthony Mechanical, Inc.
Change Order No: 001	Contract Title: LBB Mechanical Equipment Replacement
Bid/RFP No: ITB 24-17935-TF	Project No: 253.92839

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary:

Change Order Items:

Item #1: Replace two(2) additional hydronic boilers in addition to the boiler replaced in Alternate #2.

Contractor Proposal Document: Supplemental Instruction #1

Cost: \$161,000.00

Description: Due to the condition of the existing boilers, and the lower than expected unit pricing for the replacement of the one boiler, it is in the best interest of the airport to begin replacement of the aging boilers in order to be able to maintain a reliable and efficient heating system for the terminal building.

Item #2: Additional costs for Payment & Performance Bonds.

Contractor Proposal Document: Supplemental Instruction #1

Cost: \$3,220.00

Description: This additional cost is for the costs of Payment and Performance Bonds that were not included in the contractor's original bid proposal. This is a first cost item that does not affect the outcome of the bidding results.



Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 5,580,500.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) \$50,000	\$164,220.00
	COST CENTER: 253.92839 ACCOUNT: 9251.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	2.94%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	\$164,220.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	2.94%
G.	NEW CONTRACT AMOUNT (A+E):	\$5,744,720.00

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures (please sign in order and return with the Contract Cover Sheet to Purchasing and Contract Management department):

 _____ (1) Contractor	7-1-24 _____ Date	 _____ (2) Project Architect/Engineer
	7-8-2024 _____ Date	

Kelly Campbell

(3) Owner's Representative

7/9/2024

Date

Teofilo Flores

Teofilo Flores for
Marta Alvarez

7/16/24

Date

Melissa Fernandez Brink

(5) Capital Project Manager

Date

[Signature]

(4) Director of Purchasing & Contract
Management

7/10/24

Date

Change Orders over \$25,000.00 require a Contract Change Sheet and the following signatures:

(7) Mayor	Date	(8) City Secretary	Date
Council Date: _____	Agenda Item #: _____	Resolution #: _____	

**City of Lubbock, TX
Capital Project
Project Cost Detail
August 13, 2024**

Capital Project Number:	92839
Capital Project Name:	Mechanical Systems Improvements

	Budget
<i>Encumbered/Expended</i>	
RS&H, Inc. Amendment 15 - Contract 15200 (Design)	255,965
<i>Agenda Item August 13, 2024</i>	
RS&H, Inc. Amendment 16 - Contract 15200 (Construction Administration)	496,301
Anthony Mechanical Contract 17935	5,580,500
Anthony Mechanical Contract 17935 Change Order #1	161,000
<i>Encumbered/Expended To Date</i>	6,493,766
<i>Estimated Costs for Remaining Appropriation</i>	
	283,247
<i>Remaining Appropriation</i>	283,247
Total Appropriation	\$ 6,777,013

*Budget Amendment 1st read July 9, 2024

*Budget Amendment 2nd read July 23, 2024



CIP 92839 Mechanical Systems Improvements

Upgrade/Major Maintenance

Kelly Campbell - Aviation - Building Maintenance

Project Scope

The airport terminal building consists of various mechanical systems including air handling equipment, chilled water system, condenser water system, heating hot water system, and HVAC system controls. Many components of the buildings systems have been addressed as necessary or through the 2007 HVAC improvements project or the recent terminal building improvements project. However, some aging infrastructure remains. In 2023, RS&H was contracted to provide a mechanical systems assessment. This project addresses the report recommendations including but not limited to:

1. Replace existing Greenheck exhaust fan and curb that serves the boiler flue stack with an exhaust system specifically designed for boiler flue systems, such as Exhausto.
2. Replace all three primary chilled water pump
3. Replace all three condenser water pump
4. Replace HCFC-123 chillers
5. Install refrigerant leak detection system and ASHRAE 15 accessories
6. Remove sand filter from chilled water loop
7. Replace Cooling Towers
8. Replace condenser water sand filter with basin sweep system
9. Integrate chilled water and condenser water controls system into the Automated Logic Building Management System
10. Replace all three hot water secondary pumps
11. Replace AHU-025
12. Replace AHU-026
13. Replace AHU-031
14. Replace AHU-032
15. Replace AHU-027
16. Install dust mitigation items in cooling tower pump rooms
17. Replace AHU's -013 thru -017, & -020
18. Boiler Repairs/Replacement

Project Justification

Maintaining the building mechanical systems is essential to ensuring the comfort and safety of airport patrons. The cooling for the building is provided by three water cooled chillers. These chillers operate on HCFC-123 refrigerant. HCFC refrigerants were phased out in 2020 in new equipment, with a 90% decrease in refrigerant production for service use. HCFC-123 will be entirely phased out of production in 2030. By seeking funding through the ATP/BIL program, the airport has the opportunity to advance our mechanical systems and reduce future costs.

Further, existing mechanical systems within the building are energy inefficient and consume additional power using older technologies. Replacement equipment will be considerably more efficient and distribute usage in a more efficient manner resulting in reduced energy usage and heat.

While much of the aging infrastructure is operable, it is past useful life. The project allows the airport to modernize equipment, eliminate concerns with the refrigerant, ensure patron comfort and safety, and reduce future airport financial impacts.

Project Highlights

Council Priorities Addressed: Growth and Development

Project Dates

Consultant Selection: RS&H, selected through 5 year master A/E contact May 2020
Design Services Negotiation: July – September 2023
Design Contract Award: October 2023
Project Design Start Date: January 2024
Project Design End Date: May 2024
Bid: June 2024
Construction award/grant acceptance: TBD - upon BIL ATP grant offer
Project Construction Start Date: TBD - upon BIL ATP grant offer
Project Construction End Date: TBD - upon BIL ATP grant offer

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$497,267	\$7,020,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$497,267	\$7,020,000	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Airport Fund Cash	\$497,267	\$0	\$0	\$0	\$0	\$0	\$0
BIL Grant	\$0	\$7,020,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$497,267	\$7,020,000	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Facilities Maint & Custodial	\$100	\$100	\$100	\$100	\$100	\$100
TOTAL	\$100	\$100	\$100	\$100	\$100	\$100

Project History

- FY 2023-24 \$370,000 was appropriated by Ord. 2023-00108
- FY 2023-24 \$127,267 was appropriated by BCR 2024 - 18

Project Location

Lubbock International Airport Terminal Building

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Amendment No.16 to Contract 15200, with RS&H, Inc., for Construction Administration and Resident Project Representative Services, for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.

Item Summary

The City of Lubbock (Airport) has requested RS&H, Inc., under the on-call professional architectural and engineering agreement, to provide a scope and fee for Construction Administration and Resident Project Representative Services for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport. Proposed Amendment No. 16 services are summarized as follows:

Scope/Task Title	Total
Task 1 - Construction Administration (CA)	\$276,598.82
Task 2 - Resident Project Representative (RPR)	\$167,952.00
Reimbursable Expenses (Not-to-Exceed)	\$51,750.00
Total for CA and RPR Services	\$496,300.82

Airport Staff and the Airport Advisory Board recommend Amendment No. 16 to Contract 15200, with RS&H, Inc, of Jacksonville, Florida, for \$496,300.82, for Construction Administration and Resident Project Representative Services for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.

Fiscal Impact

Amendment No. 16 to Contract 15200 with RS&H, Inc., for \$496,300.82, is funded in Capital Improvement Project 92839, Mechanical System Improvements.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution Amendment 16 RS&H, Inc.
Amendment 16 RS&H, Inc.
Capital Project 92839 Spreadsheet
CIP 92753 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. 16 to Contract 15200, by and between the City of Lubbock and RS&H for Mechanical Equipment Replacement Construction Administration and Resident Project Representative services at the Lubbock Preston Smith International Airport, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM. 



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Amend 16-RS&H
7.10.2024

Mechanical Equipment Replacement CA & RPR Services Scope of Work

Amendment No. 016

Revised - June 14, 2024

City of Lubbock, Texas

Lubbock Preston Smith Int'l Airport

LBB Contract No.: 15200

RS&H Project No.: 2023-1874-016

Prepared by RS&H, Inc., at the direction of
Lubbock Preston Smith International Airport

I PROJECT DESCRIPTION

The City of Lubbock (City) has requested that RS&H, Inc. (RS&H or Consultant) provide a scope and fee for Construction Administration and Resident Project Representative services for the Mechanical Equipment Replacement project designed by RS&H.

Project Duration – The Project Duration is estimated in the construction contract documents to be **365 calendar days** (approximately **12 months**) construction duration. The actual schedule may vary based on the Project Closeout Date and any changes to the Scope of Work. Changes to the project schedule may require changes in the Consultant's efforts and adjustments to the compensation indicated in this proposal. Construction Administration shall be considered commenced upon the initiation of any services being rendered (i.e., Pre-Construction Meeting, Submittal Review, Construction Schedule Review, etc.) up until the completion of project closeout.

The following professional disciplines/services/specialties are expected to play a significant role in the development of the Project:

- » Project Management
- » Construction Administration
- » RPR Services (Full-Time)

The Consultant design team is made up of the following professionals:

Consultant/Subconsultant

RS&H

Involvement

Project Management, Construction Administration, RPR Services (Full-Time)

II PROJECT TASKS

The following project tasks are included for the construction phases of this Project:

TASK 1 CONSTRUCTION SERVICES

The scope (and fee) proposed under this Task is based upon an estimated total administrative phase and active construction phase duration of **12 months in total**. Specific task breakdowns are as follows:

Task 1.1 Project Initiation & Set Up

RS&H will complete the necessary Project initiation and documentation setup to appropriately manage the Project.

Task 1.2 Pre-Construction Conference

The Consultant shall attend one (1) pre-construction conference meeting at the Airport, followed by a walk-through for interested parties. The Consultant will assist in preparing the Pre-Construction Meeting Agenda and Meeting Minutes. In attendance will be the following:

- » Project Manager (RS&H, in person)
- » Senior Mechanical Engineer (RS&H, in person)
- » Project Officer (RS&H, in person)
- » Resident Project Representative (RS&H, in person)

Task 1.3 Contractor Submittal Review

RS&H will review contractors' submittals required by the construction documents, including, but not limited to shop drawings, test data, samples, materials, equipment, etc. and approve, reject, or otherwise advise on the conformance of such submittals to the requirements of the construction documents. RS&H will maintain a log of all contractor submittals which will include the submittal date, the action taken, and the date returned. The Consultant will respond to each item within 10 working days of receiving the item for review. The review is for the limited purpose of checking for conformance with information given and the design concept expressed in the Conformed Construction Documents. The Consultant will not be responsible for work or requirements that are the Contractor's responsibility as defined in the Contractor's contract with the Client. It is anticipated that a maximum of 40 submittals (including resubmittals) will be received, reviewed, and responded to; review of resubmittals will count as a review. Additional reviews may require a change to the Project scope and additional fees.

Task 1.4 Response to Requests for Information

RS&H will provide the Airport and the contractor with technical interpretations of the construction documents in response to Requests for Information (RFI) submitted by the contractors. Such clarifications and interpretations will be consistent with the intent of and

reasonably inferable from the Conformed Construction Documents. The Consultant may issue, as appropriate, revised drawings and/or specifications authorizing minor variations from the requirements of the Conformed Construction Documents. This work is limited to the content and scope of the Conformed Construction Documents. Any Client-requested deviations from the content and scope of the Conformed Construction Documents may require a change to the project scope and additional fees. The Consultant will respond to each item within seven (7) calendar days of receiving the item for review. It is anticipated that a maximum of thirty (30) RFI's may be received and responded to. Additional reviews may require a change to the Project scope and additional fees.

Task 1.5 Change Orders

RS&H will review and concur with change order scope, costs, and any modifications to the construction schedule. All actions will be coordinated and collaborated with the Airport prior to contractor notification. RS&H will execute and coordinate all contract change orders through the Airport and FAA for final approval. Any Client-requested deviations from the content and scope of the Conformed Construction Documents may require a change to the Project scope and additional fees.

Task 1.6 Substitution Review

RS&H will review and recommend for Airport acceptance or rejection any changes, modifications or substitutions proposed by the contractor. Written justification must accompany any recommendation or rejection. It is anticipated that a maximum of five (5) substitution requests may be received and responded to. Additional reviews may require a change to the Project scope and additional fees.

Task 1.7 Contractor Pay Requests

RS&H will review contractor applications for payment and supporting data, review the amount owed to the contractor and recommend/approve in writing all payments to contractor in accordance with the contract documents. It is anticipated that a maximum of twelve (12) contractor pay requests may be received, reviewed, and processed for payment. Additional reviews may require a change to the Project scope and additional fees.

Task 1.8 Construction Progress Site Visits

RS&H will provide a total of fifteen (15) on-site progress review meetings across all disciplines involved in the project to observe the progress of the contractor and to monitor that construction materials, finishes and workmanship are in conformance with the standards established in the construction documents. RS&H will notify the Airport immediately, verbally and in writing, of any and all observed deviations and/or defects in material, finishes, equipment, systems or workmanship. These site visits / meetings will be held at the Airport and will require travel by the Consultant.

Task 1.9 Bi-Weekly Progress Meetings

RS&H will participate in virtual bi-weekly construction progress meetings with the construction team and owner. RS&H assumes that the Contractor will provide an agenda and meeting minutes for the bi-weekly construction progress meetings. On-site participation in construction meetings may be coupled with any scheduled site visits. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

Task 1.10 Substantial Completion & Final Punch List Site Visits

RS&H will participate in two substantial completion/Final Punch List site visits and prepare punch lists. One substantial completion site visit will be held to review the substantially completed work, while a second Final Punch List Confirmation site visit will be held to review the completion of punch list items identified in the first substantial completion site visit. RS&H will compile a list of deficient items and advise the Airport and contractor of those items and advise which items must be corrected for the airport to take beneficial occupancy of the project. These site visits / meetings will be held at the Airport and will require travel by the Consultant.

Task 1.11 Prepare Record Drawings and Final Contract Report

RS&H will obtain red-line as-built drawings from Construction Contractor and prepare "Record Drawings," which shall become the property of LBB and corrected to show significant changes made in Work during the construction of the Project. Such corrections shall be the "as-built" prints, drawings, field sketches, and other data furnished to the Consultant by the Airport and the Contractor, and any amendments issued during construction. Record drawings will be delivered as:

- » PDF files
- » BIM Model
- » CAD Files

RS&H will prepare and submit the Final Contract Report, per FAA requirements.

Task 1.12 Project Management

RS&H will make monthly progress reports to the Airport during the entire duration of the project and coordinate with the FAA as needed. RS&H will manage the project in a professional manner and will assign qualified individuals or subconsultants to the project. The monthly progress reports will include a written description of each task identified within the contracted scope of services as of the date of the progress report. The progress reports will also include a monthly invoice for professional services.

This work is limited to the content and scope of the Conformed Construction Documents. Any Client-requested deviations from the content and scope of the Conformed Construction Documents may require a change to the project scope and additional fees.

The Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or for the safety precautions and programs in connection with the project construction. This also includes acts or omissions of the Contractor, subcontractors, any of their agents or subcontractor's employees, or any other person performing any of the Work, or for the failure of such persons to carry out the Work in accordance with the contract documents. Accordingly, with the approval of the City, RS&H will reject Work done by the Contractor that is non-conforming to the contract documents and will issue requests to the Contractor remediate the non-conforming work and to complete additional special inspections and/or tests if warranted.

III SPECIAL SERVICES

TASK 2 PROJECT REPRESENTATIVE

Task 2.1 On-Site Resident Project Representation (Full Time - RPR)

The proposed schedule is based upon 8-hour days totaling 40 hours per week for approximately 5 months (20 weeks) of on-site active construction work. The RPR will be stationed at the site and will be responsible for assisting the Consultant in administering the contract. Through the observations of the RPR, the Consultant shall endeavor to provide further protection for the Airport against defects and deficiencies in the Contractor's Work. Apart from such further protection, the Consultant's rights, responsibilities, and obligations of the Consultant described in the Master Agreement between the Airport and Consultant shall not be modified by the furnishing of such RPR staff. Staffing makeup and durations are estimated as itemized in the attached Project Proposal section.

IV MEETINGS AND PRESENTATIONS

The following meetings and presentations will be attended as part of this proposal:

Task	Presentation / Meeting / Site Visit	Total Meetings	In-Person Meetings/Site Visits	Conference Calls/ Web-Based
1.1	Pre-Construction Conference	1	1	
1.5	Bi-Weekly Construction Meetings/Site Visits (11 Months)	35	15	20
2.1	Punchlist and Final Observation	2	2	

V DELIVERABLES

The following deliverables will be submitted as part of this proposal:

Task	Deliverable	Information Included	Format
2.2	Record Documents	Project Drawings Record Documents	PDF, CAD

VI ESTIMATED PROJECT SCHEDULE

This scope of Work was developed based on the preliminary project schedule provided below.

Task	Milestone/Deliverable	Duration (Calendar Days)
Task 1	Construction Administration Services	365
Task 2	On-Site Resident Project Representation During Active Construction	141

VII ASSUMPTIONS AND EXCLUSIONS

The following exclusions have been made for this Scope of Work:

- » Meetings and site visits other than those specified.
- » Services outside the anticipated schedule of construction (approximately 12 months of active CA services).
- » Fees associated with permitting.
- » Materials and testing services.
- » The proposed fee for RPR services assumes that the mechanical equipment updates project construction activity time frame will have an approximate 5 month overlap with the current electrical upgrades project. Therefore this fee represents the anticipated additional 5 months of RPR services that are not part of the RPR services for the electrical upgrades project. Should the schedules for either project change, RS&H will re-evaluate the RPR costs for potential additional compensation and notify the Airport.
- » RS&H will not perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals and RS&H shall not be liable for the non-performance of such services/work.

VIII PROFESSIONAL SERVICES FEE AND FEE TYPE

RS&H will provide Task 1 Construction Administrative Services for a Lump Sum Fee of **\$276,598.82** (Labor) and a Cost Plus Not to Exceed Fee of **\$28,500.00** (Expenses). Task 2 RPR Services for a Cost-Plus Not to Exceed Labor fee of **\$167,952.00** and a Cost Plus Not to Exceed Fee of **\$23,250.00** for RPR Expenses. Total Contract Value of **\$496,300.82**. See **Attachment A** for a breakdown of costs.

Should scope items/activities/efforts/durations be modified at the request of the City or need to be adjusted based on the design/construction schedule, the Consultant Team will need to modify the fee to accommodate the changes. Such changes will be compensated for through an amendment (Additional Services requested by the Consultant) to the Task Order or similar vehicle. Effort, fee, and schedule adjustments resulting from a change in scope will be assessed and approved by the Airport prior to the execution of the change.

SCOPE OF WORK

Submitted by:

RS&H, INC.:

DocuSigned by:

By _____

Print Name: Elliot Neph

Title: Vice President

City of Lubbock - Mayor:

By:

Print Name: Mark McBrayer

Title: Mayor

Attest:

By:

Print Name: Courtney Paz

Title: City Secretary

Approved as to Content:

By

Print Name: Kelly Campbell

Title: Executive Director of Aviation

Approved as to Form:

By:

Print Name: Mitch Satterwhite

Title: First Assistant City Attorney

ATTACHMENT A
Construction Administration Fee Table

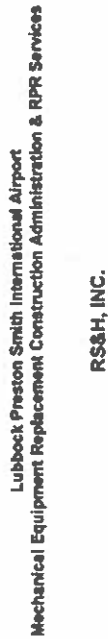


Figure 1

SCOPE / TASK TITLE	PROJ. OFFICER	Sr. PROJ. MANAGER	SENIOR ARCHITECT	ARCHITECT	SENIOR ELEC. ENGINEER	ELECTRICAL ENGINEER	SA. FIELD REPRESENTATIVE	SENIOR CIVIL ENGINEER	CIVIL ENGINEER	SENIOR MECH. ENGINEER	MECHANICAL ENGINEER	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	ADMIN. ASSISTANT	TOTAL
REIMBURSABLES															
REPRODUCTION			# DWGS	# PAGES											
			1	1											
Permit Documents			\$1.60	\$0.10											\$0
Confirmed Documents			50	500											\$0
			50	500											\$0
TOTAL REPRODUCTION															\$0
POSTAGE / DELIVERY			# PKGS	# PKGS											
			1	1											
			\$13.00	\$3.00											\$0
TOTAL POSTAGE / DELIVERY															\$0
RPR REIMBURSABLE EXPENSE															
			Months Expense/Month												
Logging			1	1											\$ 12,500.00
Cell Phone			1	1											\$ 250.00
Misc. Monthly Expenses			1	1											\$ 2,500.00
Vehicle Expenses			1	1											\$ 1,000.00
TOTAL															\$ 16,500.00
REIMBURSABLES (TASK 2) - RPR SERVICES (Not-to-Exceed)															
TRAVEL			Airfare @	Car @	Logging @	Meals @									
Per Construction Mfg			1	1											\$3,300.00
Proposed Site Visits			1	1											\$18,000.00
Substantial & Final Punch Lists			1	1											\$7,200.00
TOTAL															\$28,500.00
REIMBURSABLES (Not-to-Exceed)															
TASK 1 - CONSTRUCTION ADMINISTRATION															\$276,383.33
TASK 2 - RESIDENT PROJECT REPRESENTATIVE															\$117,282.00
REIMBURSABLES (Not-to-Exceed)															\$281,785.00
TOTAL FOR CA & RPR SERVICES															\$488,568.33

**City of Lubbock, TX
Capital Project
Project Cost Detail
August 13, 2024**

Capital Project Number:	92839
Capital Project Name:	Mechanical Systems Improvements

	Budget
<i>Encumbered/Expended</i>	
RS&H, Inc. Amendment 15 - Contract 15200 (Design)	255,965
<i>Agenda Item August 13, 2024</i>	
RS&H, Inc. Amendment 16 - Contract 15200 (Construction Administration)	496,301
Anthony Mechanical Contract 17935	5,580,500
Anthony Mechanical Contract 17935 Change Order #1	161,000
<i>Encumbered/Expended To Date</i>	6,493,766
<i>Estimated Costs for Remaining Appropriation</i>	
	283,247
<i>Remaining Appropriation</i>	283,247
Total Appropriation	\$ 6,777,013

*Budget Amendment 1st read July 9, 2024

*Budget Amendment 2nd read July 23, 2024



CIP 92839 Mechanical Systems Improvements

Upgrade/Major Maintenance

Kelly Campbell - Aviation - Building Maintenance

Project Scope

The airport terminal building consists of various mechanical systems including air handling equipment, chilled water system, condenser water system, heating hot water system, and HVAC system controls. Many components of the buildings systems have been addressed as necessary or through the 2007 HVAC improvements project or the recent terminal building improvements project. However, some aging infrastructure remains. In 2023, RS&H was contracted to provide a mechanical systems assessment. This project addresses the report recommendations including but not limited to:

1. Replace existing Greenheck exhaust fan and curb that serves the boiler flue stack with an exhaust system specifically designed for boiler flue systems, such as Exhausto.
2. Replace all three primary chilled water pump
3. Replace all three condenser water pump
4. Replace HCFC-123 chillers
5. Install refrigerant leak detection system and ASHRAE 15 accessories
6. Remove sand filter from chilled water loop
7. Replace Cooling Towers
8. Replace condenser water sand filter with basin sweep system
9. Integrate chilled water and condenser water controls system into the Automated Logic Building Management System
10. Replace all three hot water secondary pumps
11. Replace AHU-025
12. Replace AHU-026
13. Replace AHU-031
14. Replace AHU-032
15. Replace AHU-027
16. Install dust mitigation items in cooling tower pump rooms
17. Replace AHU's -013 thru -017, & -020
18. Boiler Repairs/Replacement

Project Justification

Maintaining the building mechanical systems is essential to ensuring the comfort and safety of airport patrons. The cooling for the building is provided by three water cooled chillers. These chillers operate on HCFC-123 refrigerant. HCFC refrigerants were phased out in 2020 in new equipment, with a 90% decrease in refrigerant production for service use. HCFC-123 will be entirely phased out of production in 2030. By seeking funding through the ATP/BIL program, the airport has the opportunity to advance our mechanical systems and reduce future costs.

Further, existing mechanical systems within the building are energy inefficient and consume additional power using older technologies. Replacement equipment will be considerably more efficient and distribute usage in a more efficient manner resulting in reduced energy usage and heat.

While much of the aging infrastructure is operable, it is past useful life. The project allows the airport to modernize equipment, eliminate concerns with the refrigerant, ensure patron comfort and safety, and reduce future airport financial impacts.

Project Highlights

Council Priorities Addressed: Growth and Development

Project Dates

Consultant Selection: RS&H, selected through 5 year master A/E contact May 2020
Design Services Negotiation: July – September 2023
Design Contract Award: October 2023
Project Design Start Date: January 2024
Project Design End Date: May 2024
Bid: June 2024
Construction award/grant acceptance: TBD - upon BIL ATP grant offer
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Project Appropriations

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Design	\$497,267	\$7,020,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$497,267	\$7,020,000	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Airport Fund Cash	\$497,267	\$0	\$0	\$0	\$0	\$0	\$0
BIL Grant	\$0	\$7,020,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$497,267	\$7,020,000	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Facilities Maint & Custodial	\$100	\$100	\$100	\$100	\$100	\$100
TOTAL	\$100	\$100	\$100	\$100	\$100	\$100

Project History

- FY 2023-24 \$370,000 was appropriated by Ord. 2023-00108
- FY 2023-24 \$127,267 was appropriated by BCR 2024 - 18

Project Location

Lubbock International Airport Terminal Building

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to accept a Federal Aviation Grant Agreement for the Taxiway Lima Extension, Taxilane Addition, and Apron Expansion Project at Lubbock Preston Smith International Airport.

Item Summary

Lubbock Preston Smith International Airport (LPSIA) is eligible to receive funds from the Federal Aviation Administration (FAA) under the Airport Improvement Program. Funds under this program are restricted to safety, security, and capacity improvements.

This grant is for design services related to the Taxiway Lima Extension, Taxilane Addition, and Apron Expansion at LPSIA, and will fund 90% of eligible costs.

Fiscal Impact

Notice of grant award from the Federal Aviation Administration is a total allocation of \$2,152,184.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution FAA Grant Taxiway Lima Design
FAA Grant Agreement for Taxiway Lima Design

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, Grant Agreement No. 3-48-0138-059-2024, by and between the City of Lubbock and the United States of America acting through the Federal Aviation Administration in connection with the Lubbock Preston Smith International Airport Improvement Program to extend/expand Taxiway L, and 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 City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

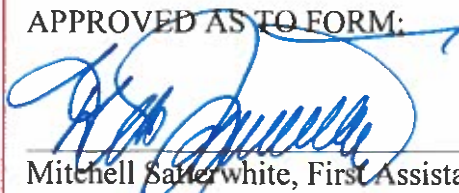
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Sauerwhite, First Assistant City Attorney

ccdocs/RES.3-48-0138-059-2024 Grant Agrmt-FAA
August 5, 2024



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Texas

Texas Airports District Office:
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

July 30, 2024

Mayor Mark McBrayer
City of Lubbock
1314 Avenue K
Lubbock, TX 79457

Dear Mark McBrayer:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0138-059-2024 at Lubbock Preston Smith International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 28, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

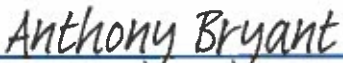
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jillian Thackston, (817) 222-5126, jillian.m.thackston@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


 Anthony Bryant (Jul 30, 2024 13:41 CDT)

Anthony Bryant
 Texas ADO Manager (A)
 FAA Southwest Region



FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)
FY 2024 AIP
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	July 30, 2024
Airport/Planning Area	Lubbock Preston Smith International Airport
Airport Infrastructure Grant Number	3-48-0138-059-2024
Unique Entity Identifier	LXDNEKWRVKJ6
TO:	City of Lubbock
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)	

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 29, 2024, for a grant of Federal funds for a project at or associated with the Lubbock Preston Smith International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lubbock Preston Smith International Airport (herein called the "Project") consisting of the following:

Extend/Expand Taxiway L (Design)
which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated

Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,152,184.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$2,152,184 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 28, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy America. The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:

- a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 21, 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.

1. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. **Remedy and Enforcement Authority.**
1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

30. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
31. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
33. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
34. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
35. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Anthony Bryant

Anthony Bryant (Jul 30, 2024 13:41 CDT)

(Signature)

Anthony Bryant

(Typed Name)

Manager, Texas ADO (A)

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Lubbock

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. **Applicability**
 - 1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (City of Lubbock), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. **Required Contract Provisions.**
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 29, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Amendment No. 8 to Contract 15310, with Parkhill, for professional architectural and engineering services for the Taxiway Lima Extension, Taxilane Addition, and Apron Expansion Project at Lubbock Preston Smith International Airport.

Item Summary

The City of Lubbock (Airport) has requested Parkhill, under the on-call professional architectural and engineering agreement, to provide design and bid phase services for the Taxiway Lima Extension, Taxilane Addition, and Apron Expansion Project.

Amendment No. 8 provides the following services.

Task	Fee Amount
2PDS – Preliminary Design Services	\$644,600
3FDS – Final Design Services	440,500
4BID – Bid Phase Services (Package 1)	38,100
4BID – Bid Phase Services (Package 2)	82,000
8SSD – Sub Consultant Services for Design	1,176,115
Total	\$2,381,315

Airport staff and the Airport Advisory Board recommend Amendment No. 8 to Contract 15310, with Parkhill of Lubbock, Texas, for \$2,381,315 for the professional architectural and engineering services for the Taxiway Lima Extension, Taxi Lane Addition, and Apron Expansion Project at Lubbock Preston Smith International Airport.

Fiscal Impact

Amendment No. 8 to Contract 15310 with Parkhill for \$2,381,315 is funded in Improvement Project 92772, Taxiway Lima Extension, Taxilane Addition, and Apron Expansion Project.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - Parkhill Amendment 8
Contract Parkhill Amendment 8

Exhibits Parkhill Amendment 8
Capital Project 92772 Spreadsheet
CIP 92772 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. 8 to Contract 15310, by and between the City of Lubbock and Parkhill for LBB TWY L Extension, Taxilane Addition and Apron Expansion, at the Lubbock Preston Smith International Airport, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Amend 8-Parkhill
July 8, 2024

May 16, 2024

Ms. Kelly Campbell, A.A.E.; Executive Director of Aviation
Lubbock Preston Smith International Airport
Administration Office, 2nd Floor
5401 North Martin Luther King Jr. Blvd Unit 389
Lubbock Texas 79403

Re: LBB TWY L Extension, Taxilane Addition, and Apron Expansion
Fee Proposal for Design and Bid Phase Services (Amendment 8) – REV 2

Dear Ms. Campbell:

Parkhill is thrilled about the opportunity to assist Lubbock Preston Smith International Airport (LBB) with Design and Bid Phase services for the TWY L Extension, Taxilane Addition, and Apron Expansion Project. Project scope as identified in the Preliminary Engineering Report includes:

- Extending TWY L to the north end of RWY 17R-35L, including taxiway connection aligning with TWY M on the east side of the runway.
- Adding a new taxilane along the east edge of the Cargo Ramp.
- Realigning TWYs S and V between TWY L and the Cargo Ramp to remove direct access points to the runway.
- Expanding the Cargo Ramp to the north to accommodate additional aircraft parking.
- Address reconstruction or rehabilitation of TWY M on the east side of runway within the Runway Safety Area as an alternate bid item.

This letter serves as Amendment 8 to the Parkhill Agreement for Professional Services. Parkhill and RS&H, Inc. will co-lead Project design and bidding. This scope is reflective of a single construction package, comprised of a base bid plus one alternate bid item defined herein. Our scope and fee assume two independent bid packages due to grant funding and other factors. Refer to attached exhibit for anticipated Project footprint. Based on aforementioned information, Parkhill and RS&H propose the following scope of work:

1. **TASK 1, Preliminary Engineering Report (PER) Services.** Previously addressed by Amendment 7.
2. **TASK 2, Preliminary Design Services.** Task includes preparation of bid documents to 60% milestone.
 - a. Task 2.1: Perform all Project Management tasks as needed to coordinate effort of entire team. Refer to specific tasks included in detailed fee sheet.
 - b. Task 2.2: Conduct all Project meetings including predesign, cargo tenant coordination, 30% progress/review, 60% progress/review, and coordination meetings with FAA ATC Facilities team. Parkhill will prepare an agenda and issue meeting minutes. This task also includes necessary visual site visits. Refer to specific tasks included in detailed fee sheet.
 - c. Task 2.3: Perform necessary design services including preparation of 30% and 60% plan sets. Refer to specific tasks included in detailed fee sheet.
 - d. Task 2.4: Prepare specification outline. Refer to specific tasks included in detailed fee sheet.
 - e. Task 2.5: Prepare preliminary Construction Safety & Phasing Plan (CSPP) according to FAA requirements. Refer to specific tasks included in detailed fee sheet.
 - f. Task 2.6: Prepare and maintain a master design and construction schedule. Task also includes preparation of an Opinion of Probable Cost (OPC). Refer to specific tasks included in detailed fee sheet.
 - g. Task 2.7: Perform quality control including document review. Refer to specific tasks included in detailed fee sheet.

3. **TASK 3, Final Design Services.** Task includes preparation of bid documents from 60% to Final.
 - a. Task 3.1: Perform all Project Management tasks as needed to coordinate effort of entire team. Refer to specific tasks included in detailed fee sheet.
 - b. Task 3.2: Conduct all Project meetings including cargo tenant coordination, 90% progress/review, final progress/review, and final coordination meeting with FAA ATC Facilities team. Parkhill will prepare an agenda and issue meeting minutes. This task also includes necessary visual site visits. Refer to specific tasks included in detailed fee sheet.
 - c. Task 3.3: Perform necessary design services including preparation of 90% and final bid document plan sets. Refer to specific tasks included in detailed fee sheet.
 - d. Task 3.4: Prepare Project Specifications including FAA provisions and special provisions. Coordinate with City of Lubbock Purchasing as needed to compile complete manual. Task also includes preparation of Construction Management Plan (CMP) according to FAA requirements. Refer to specific tasks included in detailed fee sheet.
 - e. Task 3.5: Prepare final Construction Safety & Phasing Plan (CSPP) according to FAA requirements. Coordinate submission of Project and CSPP to FAA via OE/AAA website. Refer to specific tasks included in detailed fee sheet.
 - f. Task 3.6: Maintain a master design and construction schedule. Task also includes preparation of an Opinion of Probable Cost (OPC). Refer to specific tasks included in detailed fee sheet.
 - g. Task 3.7: Perform quality control including document review. Refer to specific tasks included in detailed fee sheet.
4. **TASK 4, Bidding Phase Services.** Task includes assisting LBB with two separate bid packages. Services include items detailed in 4.1 through 4.12 on attached fee sheets.
5. **TASK 5, Construction Administration Services.** To be included in future amendment once Project is bid and ready for construction.
6. **TASK 6, Resident Project Representative Services.** To be included in future amendment once Project is bid and ready for construction.
7. **TASK 7, Closeout Phase Services.** To be included in future amendment once Project is constructed and ready for grant closeout.
8. **TASK 8, Subconsultant Services for Design (by subconsultants).** Services include all work by Parkhill subconsultants. Refer to fee sheet and scope/fee documentation from each subconsultant included herein for specifics.
9. **TASK 9, Bidding Phase Services.** To be included in future amendment once Project is bid and ready for construction.

Parkhill and team will undertake Project design in accordance with recommendations contained in final PER and following applicable Advisory Circulars (AC):

- 150/5300-13B Airport Design
- 150/5320-5D Airport Drainage Design
- 150/5320-6G Airport Pavement Design and Evaluation
- 150/5340-1M Standards for Airport Markings
- 150/5340-18G Standards for Airport Sign Systems
- 150/5345-3G Panels for the Control of Airport Lighting
- 150/5345-7F Underground Electrical Cable for Airport Lighting Circuits
- 150/5345-10H Specification for Constant Current Regulators and Regulator Monitors
- 150/5345-44K Specification for Runway and Taxiway Signs
- 150/5345-46E Specification for Runway and Taxiway Light Fixtures
- 150/5370-2G Operational Safety on Airports During Construction
- 150/5370-10H Standard Specifications for Construction of Airports

Project deliverables will include Plans, Specifications, CSPP, CMP, Bid Form, and Opinion of Probable Cost. Parkhill will provide up to 10 printed copies of all documents submitted for review. Final deliverables will include electronic files for all bid documents. Parkhill will develop a master design schedule that targets alignment with anticipated grant award schedule.

Exclusions to Parkhill contract include but are not limited to:

- Bypass taxiway aligning with TWY T (not included in Project design)
- RWY 17R shoulder reconstruction to remediate transverse grade (not included in Project design)
- Replacement/significant modifications to 17R glide slope (not addressed in Project design)
- Per- and poly-fluoroalkyl substances (PFAS) analysis and mitigation
- Trench safety plan
- Confined space plan
- Updates to Airport Layout Plan
- Safety Risk Management System (SRM) panels and Safety Assessment reporting (addressed during construction)
- ADIP/AGIS services
- Construction Phase Services
- Closeout Phase Services
- RPR Services
- Construction materials acceptance testing
- Construction staking
- Other construction-related services
- Construction verification surveys
- As-built survey
- Land acquisition services

Assumptions related to Parkhill contract include:

- Client (LBB) will engage cargo carriers and other key stakeholders in discussions to help guide specific needs related to Project.
- Client's staff (or another consultant) previously completed National Environmental Policy Act (NEPA) documentation under separate contract. No preparation of NEPA documentation is included in this scope of work.
- Consultant will not perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals.

Parkhill fee proposal for services defined herein and attached fee sheets includes:

Task	Fee Amount	Fee Type
2PDS – Preliminary Design Services	\$644,600	Lump Sum
3FDS – Final Design Services	\$440,500	Lump Sum
4BID – Bid Phase Services (Package 1)	\$38,100	Lump Sum
4BID – Bid Phase Services (Package 2)	\$82,000	
8SSD – Subconsultant Services for Design	\$1,176,115	Lump Sum
TOTAL	\$2,381,315	Lump Sum

We propose to modify the May 12, 2020 agreement (Contract No. 15310) between the City of Lubbock and Parkhill and provide approved Task 2PDS, 3FDS, 4BID, and 8SSD services under provisions of Exhibit B - Payments to the Engineer, Paragraph B4.01 (Lump Sum Method) of Contract. Any necessary additional services will be provided in accordance with Exhibit B - Payments to the Engineer, Paragraph B4.02. Compensation for Task 2PDS, 3FDS, 4BID, and 8SSD services shall not exceed total noted without Owner's written approval.

If terms are agreeable, please sign and return one copy of this amendment. Receipt of this signed proposal letter will serve as our Notice to Proceed with these services. Please review fee proposal and contact me directly at mhaberer@parkhill.com or 806.473.3600 with questions or concerns.

Thank you again for this opportunity to provide Professional Engineering Services on this important LBB Project. We look forward to applying the Parkhill mission with you on this exciting Project by ***"creating inventive, relevant built environments together."***

Sincerely:
PARKHILL

Accepted by:
CITY OF LUBBOCK

By


Mark D. Haberer, PE, CM
Principal/Project Manager

By

Name: _____
Mayor

Attest:

By

Courtney Paz
City Secretary

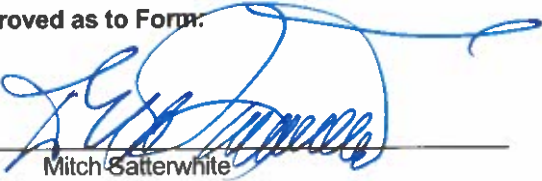
Approved as to Content:

By


Kelly Campbell, A.A.E.
Executive Director of Aviation

Approved as to Form:

By


Mitch Satterwhite
First Assistant City Attorney

MDH/dg
Encl

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cc: Charles Farina, AAE, Deputy Director Safety & Operations



Project Fee and Budget Sheet
(Hourly/Billing Rates)

Today's Date:		May 16, 2024
Prepared By:	Haberer	
Principal:	Haberer	
Project Manager:	Haberer	
Project Name:	TWY L Ext, TL Add and Apron Exp	
Project Number:	40658.24	
Task/Discipline:	2PDS	
Projected Start Date:	July 1, 2024	
Fee (Revenue) Type:	Lump Sum	
Markup on Direct Expenses:	15.00%	
Markup on Reimbursables:	15.00%	

Fee Costs Summary		Fee Summary	
(Profit and Markup Included in Total Fee)		(OH and Profit in Labor, Markup Included in Directs and Reimbursables)	
Labor Cost:	\$636,144	Labor:	\$636,144
Direct Consultants:		Directs:	\$8,463
Direct Expenses:	\$7,359	Subtotal:	\$644,607
Reimbursable Consultants:		Reimbursables:	
Reimbursable Expenses:		Total Fee:	\$644,607
Total Fee:	\$644,607		

\$644,600

Complete Prelim Drawings (46-100 sheets)										
Curve Sheet (1 sheet)										2
Summary of Quantities, Location Map, Sheet Index (1 sheet)	1				0.5					1
Project Airport Layout Plan, Project General Notes (1 sheet)					2					12
Stormwater Pollution Prevention Plan (SWPPP) (1 sheet)	0.5				2					11
Stormwater Pollution Prevention Plan (Site Plan) (1 sheet) (by RS&H)										
Stormwater Pollution Prevention Plan (Details) (1 sheet) (by RS&H)										
Construction Phasing, Safety Plan, Details (10 sheets) (by RS&H)										
Bore Log Plan (4 sheets)	2				8					42
Demolition Plan (8 sheets)	4				16					84
Project Layout Plan (9 sheets)	10				18					82
Project Grading Plan (9 sheets)	18				18					108
Drainage Infrastructure Plan (6 sheets)	8				20					124
Edge Drain Plan (7 sheets)	8				14					92
Project Inland Grading Plan (4 sheets)	4				8					60
Project Fencing/Gates Plan (2 sheets) (by RS&H)										
Marking, Obstruction Plan (2 sheets) (by RS&H)										
Marking Layout Plan (10 sheets) (by RS&H)										
Exc. Lighting Demo Plan (4 sheets) (by RS&H)										
Exc. Lighting, Sign, Curbside Plan (3 sheets) (by RS&H)										
Guide Sign Demo Plan (1 sheet) (by RS&H)										
Guide Sign Replacement Plan (4 sheets) (by RS&H)										
Misc. Demolition Details (1 sheet)	2				8					42
Misc. Paving Details (2 sheets)	4				8					44
Misc. Drainage Details (1 sheet)	2				8					50
Misc. Marking Details (1 sheet) (by RS&H)										
Misc. Fencing Details (1 sheet) (by RS&H)										
Misc. Electrical Details (2 sheets) (by RS&H)										
Misc. Guide Sign Details (2 sheets) (by RS&H)										
2.4 Specifications and CMP										
Prepare Specification Outline	2				8					18
ADIP/AGIS Update (to be addressed post-construction)										
2.5 CSPP and 7460										
Coordinate PRELIMINARY CSPP with RS&H	8				24					32
2.6 EOPC and Schedule Update										
Establish bid items	4				8					12
Perform bid item quantity calculations (by RS&H)										
Research unit prices	4				15					36
Develop preliminary EOPC (by RS&H)										
Review opinion of cost	4				12					32
Prepare update design schedule	4				4					8
Prepare DRAFT construction schedule	4				15					35
2.7 Permitting SQ 1 OARQC										
Perform independent quantity takeoff	4				15					68
Administer PM OC checklist										
Administer PE OC checklist										
Independent document review										
Labor Estimates	Hours	Salary								
	11	5117,120	813	140	592,218	513,984	16	549	524,080	2750
			\$22,621	\$11,760				\$10,688		\$636,144

TWY L Ext, TL Add and

Direct Expenses Project: Apron Exp Project No: 40658.24 Task: 2PDS Current Fee: \$644,607

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs										Amount
611 Structural Consultant										
612 Mech/Elec Consultant										
613 Environ/Civil Consultant										
614 Architectural Consultant										
615 Testing Consultant (Geotech, CMT, TAB, etc.)										
616 Surveying Consultant										
617 Interior Design Consultant										
618 Other Consultant - Kitchen / Food Consultant										
618 Other Consultant - Acoustical Consultant										
618 Other Consultant - AV/ IT Consultant										
618 Other Consultant										
Total Direct Consultants										
Direct Expense Costs										
621 Travel										
Motel	1 Days @	1	Men @	\$150.00 /Man-day	=					\$150.00
Air Travel	5 Air Fare @	1	Men @	\$600.00 /Man	=					\$3,000.00
Parking	6 Days @	\$40.00	/Day		=					\$240.00
Car Rental	3 Days @	\$120.00	/Day		=					\$360.00
Mileage (from Amarillo)	250 Miles @	\$0.670	@	3 Trips	=					\$502.50
Mileage (Local)	40 Miles @	\$0.670	@	8 Trips	=					\$214.40
									Subtotal	\$4,467
622 Reproductions										
Blackline Prints										
34" x 22"	100	Shts @	\$2.50 /Sht @	2 Sets	=					\$500.00
36" x 24"		Shts @	\$2.75 /Sht @	Sets	=					
42" x 30		Shts @	\$3.25 /Sht @	Sets	=					
Other		sf @	\$0.55 /sf @	Sets	=					
Mounting Foam Board		Boards @	\$10.00 /ea @							
Printing:										
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =						
8-1/2" x 11" B&W	200	Originals @	\$0.09 /Sht @	1 Sets	=					\$18.00
8-1/2" x 11" Color	200	Originals @	\$0.55 /Sht @	1 Sets	=					\$110.00
11" x 17" B&W	50	Originals @	\$0.18 /Sht @	15 Sets	=					\$135.00
11" x 17" Color	50	Originals @	\$1.05 /Sht @	15 Sets	=					\$787.50
Binding Cost	10	Sets @	\$2.00 /Set		=					\$20.00
Laminating		Shts @	\$2.00 /Sht		=					
Scan to file										
Burn to CD/DVD		CD/DVD @	\$13.50 /each		=					
Scan Specs		Originals @	\$0.15 /Sht		=					
Scan Drawings		Originals @	\$1.50 /Sht		=					
									Subtotal	\$1,571
623 Models/Renderings/Photos			Shots @	/Shot						
624 Telephone	40	Calls @	\$2.00 /Call							\$80
625 Meals	2	Days @	1	Men @	\$75.00 /Man-day					\$150
626 Field Supplies										
628 Postage	6	Mailings @	\$2.00 /Mailing	(Standard)						\$12
628 Postage	3	Mailings @	\$40.00 /Mailing	(Overnight)						\$120
629 Publications										
630 Misc Reimbursable Exp										
632 Temporary Personnel										
634 Office Supplies										
635 CADD										
636 Field Equip Rental										
639 License & Regulation Fee										
643 NM Gross Receipt Tax										
647 Computer Supplies										
Total Direct Expenses										\$6,399



Project Fee and Budget Sheet
(Hourly/Billing Rates)

Today's Date: May 16, 2024

Prepared By: Haberer
Principal: Haberer
Project Manager: Haberer

Project Name: TWY L Ext, TL Add and Apron Exp
Project Number: 40658.24
Task/Discipline: 3FDS
Projected Start Date: July 1, 2024

Fee (Revenue) Type: Lump Sum
Markup on Direct Expenses: 15.00%
Markup on Reimbursables: 15.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$437,343

Direct Consultants:

Direct Expenses: \$2,731

Reimbursable Consultants:

Reimbursable Expenses:

Total Fee: \$440,483

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$437,343

Directs: \$3,141

Subtotal: \$440,483

Reimbursables:

Total Fee: \$440,483

\$440,500

Task/Discipline	Subtask/Phase	Project:	TWV L Ext, TL Add and Apron Exp	Project Number:	40518.24	Tasks/Discipline: 3F05	Current Fee	SAME 463	
Category	Staff Title - Level	Civil Engineers	Civil Engineer-PL7	Civil Engineer-PL5	Professional Civil Engineer-PL4	Civil Engineer-PL3	Civil Engineer-PL1	Other Professionals	Support Staff-S53
Hours/Billing Rate	\$552.00	\$274.00	\$227.00	\$195.00	\$141.00	\$184.00	\$140.00		
Resource (Name/ID)	Subtask/Phase	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
PRELIMINARY DESIGN (No Bid Documents)									
B.1 Project Management									
Coordinate subcontractor work		20	40						72
Coordinate project team staffing and tasking		34							34
Monthly invoicing (assume 3 months @ 3hr ea)		9							9
Routine coordination with LBB		30							90
Routine coordination with FAA + Other Stakeholders		6							2
Assist LBB with Misc. updates to ACM		6							6
B.2.2 Meetings									
Formal coordination meetings with cargo tenants at LBB (assume 2)									8
Meeting Preparation			2						4
Meeting Travel (Virtual)									
Meeting Attendance			2						2
Meeting Minutes (Prepare and Issue)			2						2
Internal Design Coordination Meetings (Assume 6)									6
Meeting Preparation			6						17
Meeting Travel (Virtual)									
Meeting Attendance			6						16
Meeting Minutes (Prepare and Issue)			6						15
90% Progress/Review meeting with LBB at Airport, including minutes									
Meeting Preparation		1	1						3
Meeting Travel		1	2						4
Meeting Attendance		2							10
Meeting Minutes (Prepare and Issue)		1	1						3
Final Review meeting with LBB at Airport, including minutes									
Meeting Preparation		1	1						3
Meeting Travel		1	2						4
Meeting Attendance		2	2						10
Meeting Minutes (Prepare and Issue)		1	1						3
Final Coordination Meeting with FAA ATC Facilities and Engineering Services (virtual)									
Meeting Preparation		1	2						5
Meeting Travel									
Meeting Attendance		1	1						2
Meeting Minutes (Prepare and Issue)			1						2
B.3 Design/Plan Preparation									
Finalize SWPPP (by RS&H)									
Finalize Civil 3D Design Model		10	36						146
Finalize design for modified utilities		10	20						70
Document design in Design Basis Report		12	40						148
Complete Final Drawings (+/- 100 sheets)									
Cover Sheet (1 sheet)			0.5						2
Summary of Quantities, Location Map, Sheet Index (1 sheet)									
Project Airport Layout Plan, Project General Notes (1 sheet)		1	2						12
Stormwater Pollution Prevention Plan (SWPPP) (1 sheet) (by RS&H)		0.5							11
Stormwater Pollution Prevention Plan (Site Plan) (1 sheet) (by RS&H)									
Stormwater Pollution Prevention Plan (Details) (1 sheet) (by RS&H)									
Construction Phasing, Safety Plan, Details (10 sheets) (by RS&H)									
Base Lot Plan (4 Sheets)		2	8						47

Demolition Plan (8 sheets)	4	16			20	32		72
Project Layout Plan (3 sheets)	9	18			18	36		81
Project Grading Plan (9 sheets)	12	18			24	36		90
Drainage Infrastructure Plan (6 sheets)	6	16	20				36	114
Edge Drain Pkg's (7 sheets)	7	14			35	35		51
Project Interim Grading Plan (4 sheets)	4	8			12	24		48
Project Fencing/Gates Plan (2 sheets) (by RS&H)								
Making Obliteration Plan (2 sheets) (by RS&H)								
Making Layout Plan (10 sheets) (by RS&H)								
Elec Lighting Demo Plan (4 sheets) (by RS&H)								
Elec Lighting, Sign, Ornate Plan (5 sheets) (by RS&H)								
Guide Scope Demo Plan (1 sheet) (by RS&H)								
Guide Scope Replacement Plan (1 sheet) (by RS&H)								
Misc Demolition Details (1 sheet)	2	8			8	24		42
Misc Fencing Details (2 sheets)	4	8			8	24		44
Misc Drainage Details (1 sheet)	2	8	16				16	50
Misc Marking Details (1 sheet) (by RS&H)								
Misc Fencing Details (1 sheet) (by RS&H)								
Misc Electrical Details (2 sheets) (by RS&H)								
Misc Guide Scope Details (2 sheets) (by RS&H)								
3.4 Specifications and CMP								
Coordinate with City of Lubbock Purchasing	8	8						24
Prepare FAA Provisions	4	16						28
Prepare Special Provisions	4	8						20
C-102, C-105, D-701, D-751, C-401, T-904, T-905, T-906	16	48						96
and Miscellaneous Specification Sections								
C-100, C-110, P-101, P-151, P-152, P-153, P-155, P-208, P-304, P-401, P-403, P-602, P-603, P-604, P-605, P-608, P-610, P-620, F-108, L-109, L-110, L-115, L-125								
and Miscellaneous Specifications (by RS&H)								
ADIP/AGIS Update (to be addressed post-construction)	2	4						14
Complete appendices								
Develop CMP (by RS&H)								
3.5 CSPP and 7460								
Coordinate FINAL CSPP with RS&H	8	24						32
Coordinate OE/AAA Submission with RS&H	4	4						8
3.6 EOPC and Schedule Update								
Finalize bid items	2	4						6
Perform final bid item quantity calculations (by RS&H)								
Develop preliminary EOPC (by RS&H)	6	12			16			32
Review opinion of cost	4	16			16			36
Prepare Final construction schedule								
3.7 Permitting SQ 1 QA/QC								
Perform independent quantity takeoff	4	16			24			68
Administer PM QC checklist		8						8
Administer PE QC checklist		8						8
Independent document review	40							40
Labor Subtotal	321	549,741	72	516,344	309	559,788	44	170
Hours								
Salary								
Trp Count	6							1938
								\$437,343
								\$23,800
								\$6,404

TWY L Ext, TL Add and

Direct Expenses Project: Apron Exp Project No: 40658.24 Task: 3FDS Current Fee: \$440,483

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs										Amount
611 Structural Consultant										
612 Mech/Elec Consultant										
613 Environ/Civil Consultant										
614 Architectural Consultant										
615 Testing Consultant (Geotech, CMT, TAB, etc.)										
616 Surveying Consultant										
617 Interior Design Consultant										
618 Other Consultant - Kitchen / Food Consultant										
618 Other Consultant - Acoustical Consultant										
618 Other Consultant - AV/ IT Consultant										
618 Other Consultant										
Total Direct Consultants										
Direct Expense Costs										
621 Travel										
Motel	Days @		Men @	\$150.00 /Man-day	=					
Air Travel	Air Fare @		Men @	\$600.00 /Man	=					
Parking	Days @	\$40.00	/Day		=					
Car Rental	Days @	\$120.00	/Day		=					
Mileage (from										
Amarillo)	250 Miles @	\$0.670	@	2 Trips	=	\$335.00				
Mileage (Local)	40 Miles @	\$0.670	@	4 Trips	=	\$107.20				
Subtotal										\$442
622 Reproductions										
Blackline Prints										
34" x 22"	100	Shts @	\$2.50 /Sht @	2 Sets =		\$500.00				
36" x 24"		Shts @	\$2.75 /Sht @	Sets =						
42" x 30		Shts @	\$3.25 /Sht @	Sets =						
Other		sf @	\$0.55 /sf @	Sets =						
Mounting Foam Board		Boards @	\$10.00 /ea @							
Printing:										
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =						
8-1/2" x 11" B&W	200	Originals @	\$0.09 /Sht @	1 Sets =		\$18.00				
8-1/2" x 11" Color	200	Originals @	\$0.55 /Sht @	1 Sets =		\$110.00				
11" x 17" B&W	50	Originals @	\$0.18 /Sht @	15 Sets =		\$135.00				
11" x 17" Color	50	Originals @	\$1.05 /Sht @	15 Sets =		\$787.50				
Binding Cost	10	Sets @	\$2.00 /Set	=		\$20.00				
Laminating		Shts @	\$2.00 /Sht	=						
Scan to file										
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=						
Scan Specs		Originals @	\$0.15 /Sht	=						
Scan Drawings		Originals @	\$1.50 /Sht	=						
Subtotal										\$1,571
623 Models/Renderings/Photos			Shots @	/Shot						
624 Telephone	40	Calls @	\$2.00 /Call			\$80				
625 Meals	2	Days @	1 Men @	\$75.00 /Man-day		\$150				
626 Field Supplies										
628 Postage	6	Mailings @	\$2.00 /Mailing	(Standard)		\$12				
628 Postage	3	Mailings @	\$40.00 /Mailing	(Overnight)		\$120				
629 Publications										
630 Misc Reimbursable Exp										
632 Temporary Personnel										
634 Office Supplies										
635 CADD										
636 Field Equip Rental										
639 License & Regulation Fee										
643 NM Gross Receipt Tax										
647 Computer Supplies										
Total Direct Expenses										\$2,375



Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: May 16, 2024

Prepared By: Haberer
Principal: Haberer
Project Manager: Haberer

Project Name: TWY L Ext, TL Add and Apron Exp
Project Number: 40658.24
Task/Discipline: 48ID
Projected Start Date: March 1, 2025

Fee (Revenue) Type: Lump Sum
Markup on Direct Expenses: 15.00%
Markup on Reimbursables: 15.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$37,551

Direct Consultants:

Direct Expenses: \$494

Reimbursable Consultants:

Reimbursable Expenses:

Total Fee: \$38,119

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$37,551

Directs: \$568

Subtotal: \$38,119

Reimbursables:

Total Fee: \$38,119

\$38,100

TWY L Ext, TL Add and

Direct Expenses Project: Apron Exp Project No: 40658.2 Task: 4BID Current Fee: \$38,119

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @		Men @	/Man-day	=	
Air Travel	Air Fare @		Men @	/Man	=	
Parking	Days @		/Day		=	
Car Rental	Days @		/Day		=	
Mileage (from						
Amarillo)	250 Miles @	\$0.670	@	1 Trips	=	\$167.50
Mileage (Local)	40 Miles @	\$0.670	@	4 Trips	=	\$107.20
Subtotal						\$275
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @	\$2.50	/Sht @	Sets =		
36" x 24"	Shts @	\$2.75	/Sht @	Sets =		
42" x 30	Shts @	\$3.25	/Sht @	Sets =		
Other	sf @	\$0.55	/sf @	Sets =		
Mounting Foam Board	Boards @	\$10.00	/ea @			
Printing:						
Set Up Fee	Originals @	\$0.15	/Sht @	Submittals =		
8-1/2" x 11" B&W	100 Originals @	\$0.09	/Sht @	1 Sets =	\$9.00	
8-1/2" x 11" Color	100 Originals @	\$0.55	/Sht @	1 Sets =	\$55.00	
11" x 17" B&W	50 Originals @	\$0.18	/Sht @	1 Sets =	\$9.00	
11" x 17" Color	50 Originals @	\$1.05	/Sht @	1 Sets =	\$52.50	
Binding Cost	Sets @	\$2.00	/Set	=		
Laminating	Shts @	\$2.00	/Sht	=		
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50	/each	=		
Scan Specs	Originals @	\$0.15	/Sht	=		
Scan Drawings	Originals @	\$1.50	/Sht	=		
Subtotal						\$126
623 Models/Renderings/Photos			Shots @	/Shot		
624 Telephone	25 Calls @	\$2.00	/Call			\$50
625 Meals	Days @		Men @	/Man-day		
626 Field Supplies						
628 Postage	2 Mailings @	\$2.00	/Mailing	(Standard)		\$4
628 Postage	1 Mailings @	\$40.00	/Mailing	(Overnight)		\$40
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						\$494



Project Fee and Budget Sheet
(Hourly/Billing Rates)


Today's Date: May 16, 2024

Prepared By: Haberer
Principal: Haberer
Project Manager: Haberer

Project Name: TWY L Ext, TL Add and Apron Exp
Project Number: 40658.24
Task/Discipline: 4BID
Projected Start Date: March 1, 2026

Fee (Revenue) Type: Lump Sum
Markup on Direct Expenses: 15.00%
Markup on Reimbursables: 15.00%

Fee Costs Summary		Fee Summary	
(Profit and Markup Included in Total Fee)		(OH and Profit in Labor, Markup included in Directs and Reimbursables)	
Labor Cost:	\$81,407	Labor:	\$81,407
Direct Consultants:		Directs:	\$568
Direct Expenses:	\$494	Subtotal:	\$81,975
Reimbursable Consultants:		Reimbursables:	
Reimbursable Expenses:		Total Fee:	\$81,975
Total Fee:	\$81,975		

\$82,000

TWY L Ext, TL Add and

Direct Expenses Project: Apron Exp Project No: 40658.2 Task: 4BID Current Fee: \$81,975

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @	Men @	/Man-day	=		
Air Travel	Air Fare @	Men @	/Man	=		
Parking	Days @	/Day		=		
Car Rental	Days @	/Day		=		
Mileage (from						
Amarillo)	250 Miles @	\$0.670 @	1 Trips	=	\$167.50	
Mileage (Local)	40 Miles @	\$0.670 @	4 Trips	=	\$107.20	
Subtotal						\$275
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @	\$2.50 /Sht @	Sets =			
36" x 24"	Shts @	\$2.75 /Sht @	Sets =			
42" x 30	Shts @	\$3.25 /Sht @	Sets =			
Other	sf @	\$0.55 /sf @	Sets =			
Mounting Foam Board	Boards @	\$10.00 /ea @				
Printing:						
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =			
8-1/2" x 11" B&W	100 Originals @	\$0.09 /Sht @	1 Sets =		\$9.00	
8-1/2" x 11" Color	100 Originals @	\$0.55 /Sht @	1 Sets =		\$55.00	
11" x 17" B&W	50 Originals @	\$0.18 /Sht @	1 Sets =		\$9.00	
11" x 17" Color	50 Originals @	\$1.05 /Sht @	1 Sets =		\$52.50	
Binding Cost	Sets @	\$2.00 /Set	=			
Laminating	Shts @	\$2.00 /Sht	=			
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=			
Scan Specs	Originals @	\$0.15 /Sht	=			
Scan Drawings	Originals @	\$1.50 /Sht	=			
Subtotal						\$126
623 Models/Renderings/Photos	Shots @	/Shot				
624 Telephone	25 Calls @	\$2.00 /Call				\$50
625 Meals	Days @	Men @	/Man-day			
626 Field Supplies						
628 Postage	2 Mailings @	\$2.00 /Mailing	(Standard)			\$4
628 Postage	1 Mailings @	\$40.00 /Mailing	(Overnight)			\$40
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						\$494



Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: March 21, 2024

Prepared By: Haberer
Principal: Haberer
Project Manager: Haberer

Project Name: TWY L Ext, TL Add and Apron Exp
Project Number: 40658.24
Task/Discipline: 8SSD
Projected Start Date: February 1, 2025

Fee (Revenue) Type: Lump Sum
Markup on Direct Expenses:
Markup on Reimbursables:

Fee Costs Summary	Fee Summary
(Profit and Markup Included in Total Fee)	(OH and Profit in Labor, Markup included in Directs and Reimbursables)
Labor Cost:	Labor:
Direct Consultants: \$1,176,115	Directs: \$1,176,115
Direct Expenses:	Subtotal: \$1,176,115
Reimbursable Consultants:	Reimbursables:
Reimbursable Expenses:	Total Fee: \$1,176,115
Total Fee: \$1,176,115	

\$1,176,115

TWY L Ext, TL Add and

Direct Expenses Project: Apron Exp Project No: 40658.2 Task: 8SSD Current Fee: \$1,176,115

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant			RS&H			\$1,056,083
613 Environ/Civil Consultant			Mead & Hunt			\$18,660
615 Testing Consultant (Geotech, CMT, TAB, etc.)			Terra Engineers			\$19,350
616 Surveying Consultant			Parkhill			\$34,000
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant			Criado Associates			\$48,022
Total Direct Consultants						\$1,176,115
Direct Expense Costs						
621 Travel						
Motel	Days @		Men @	/Man-day	=	
Air Travel	Air Fare @		Men @	/Man	=	
Parking	Days @		/Day		=	
Car Rental	Days @		/Day		=	
Mileage (from						
Amarillo)	Miles @	\$0.670	@	Trips	=	
Mileage (Local)	Miles @	\$0.670	@	Trips	=	
Subtotal						
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @	\$2.50	/Sht @	Sets =		
36" x 24"	Shts @	\$2.75	/Sht @	Sets =		
42" x 30	Shts @	\$3.25	/Sht @	Sets =		
Other	sf @	\$0.55	/sf @	Sets =		
Mounting Foam Board	Boards @	\$10.00	/ea @			
Printing:						
Set Up Fee	Originals @	\$0.15	/Sht @	Submittals =		
8-1/2" x 11" B&W	Originals @	\$0.09	/Sht @	Sets =		
8-1/2" x 11" Color	Originals @	\$0.55	/Sht @	Sets =		
11" x 17" B&W	Originals @	\$0.18	/Sht @	Sets =		
11" x 17" Color	Originals @	\$1.05	/Sht @	Sets =		
Binding Cost	Sets @	\$2.00	/Set	=		
Laminating	Shts @	\$2.00	/Sht	=		
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50	/each	=		
Scan Specs	Originals @	\$0.15	/Sht	=		
Scan Drawings	Originals @	\$1.50	/Sht	=		
Subtotal						
623 Models/Renderings/Photos			Shots @	/Shot		
624 Telephone	Calls @	\$2.00	/Call			
625 Meals	Days @		Men @	/Man-day		
626 Field Supplies						
628 Postage	Mailings @	\$2.00	/Mailing	(Standard)		
628 Postage	Mailings @	\$40.00	/Mailing	(Overnight)		
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						

LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT

LBB TWY L Extension, Taxilane Addition, and Apron Expansion Project

Design and Bid Phase Services

PROJECT PROPOSAL / SCOPE OF WORK



RS&H, Inc.
4835 LBJ Freeway, Suite 700
Dallas, Texas 75244
469.857.7721

TBPE Registration. No. F-3401

May 15, 2024

PROJECT PROPOSAL / SCOPE OF WORK

This proposal describes the scope of work and services to be provided by RS&H, Inc. (herein "Consultant") to Parkhill (herein "Engineer") for Design and Bid Phase Services for the TWY L Extension, Taxilane Addition, and Apron Expansion Project (herein "Project") at the Lubbock Preston Smith International Airport (herein "LBB" or "Client") in the City of Lubbock, Texas (herein "City"), including project schedule and project fees. The Consultant was previously authorized to provide Preliminary Engineering Report ("PER") services for this same Project under an agreement dated August 25, 2023, between the Consultant and the Engineer. This proposal is expected to be a continuation of design services rendered in the previous agreement. This proposal is based on the Scope of Services and Fee Proposal Request provided by the Engineer to the Consultant on January 12, 2024, as included in Attachment A. The proposed fee for this Project is as shown in Attachment B and will be completed in its entirety on a lump sum basis.

1. Project Description

The project generally consists of the scope elements listed below. The project scope elements and project area are as depicted in Figure 1.

- ➔ Extension of TWY L to the north end of RWY 17R-35L, including a taxiway connection aligning with TWY M on the east side of the RWY. Note that the connection of Taxiway T on the west side of the runway, as shown in Figure 1 below, will not be designed or constructed in this project.
- ➔ Addition of a new taxilane along the east edge of the Cargo Ramp.
- ➔ Realignment of TWY S and TWY V between TWY L and the Cargo Ramp to remove direct access points to the RWY.
- ➔ Expansion of the Cargo Ramp to the north to accommodate additional aircraft parking.
- ➔ Evaluation of the reconstruction or rehabilitation of TWY M and TWY T on the east side of the RWY within the Runway Safety Area.



Figure 1 – Project Work Areas

The following professional disciplines/services/specialties are expected to be provided by the Consultant in the development of the Project:

- Project Management
- Civil Engineering
 - Pavement Design and Details
 - Pavement Jointing Plan(s)
 - Fencing Modifications and Details (including TSA coordination)
 - Pavement Markings
 - SWPPP/Erosion Control Plan(s), Best Management Practices ("BMPs"), and Details
 - Revegetation of Disturbed Areas
- Electrical Engineering
 - Airfield Lighting and Signage Modifications and Details
 - Vault Improvements
 - ALCMS Improvements
 - Coordinate Reimbursable Agreement with FAA on behalf of LBB
- Structural Engineering for Consultant's related scope of work as listed herein
- Consultant's (Engineer's) Opinion of Probable Construction Cost ("EOPC") for entire scope of work
- Phasing
 - Construction Safety and Phasing Plan(s) and details
 - Construction Duration Estimating
 - Safety and Security
 - Prepare and submit CSPP via OE/AAA
- Coordinate FAA Flight Check
- Quality Control Reviews for entire scope of work
- Prepare Construction Management Plan (CMP)
- Project details and element descriptions, as necessary

The Consultant design team does include Ferguson Consulting, Inc., as a subconsultant team member, to complete electrical engineering design and bid services. Any other subconsultants necessary for this Project are expected to be contracted directly to the Engineer.

It is assumed for this scope of work that coordination with the City will be performed by Client or Engineer staff and resulting direction will be provided to the Consultant. The Consultant will not directly contact the City without the Client or Engineer present.

The Consultant's design is intended to comply with local, state, and federal codes. If standards conflict, the most stringent standard will govern. The Project components will be evaluated and designed to the following publications and standards, latest published edition at time of contract execution, as applicable, including (but not limited to):

- *FAA AC 150/5300-13, Airport Design*
- *FAA AC 150/5320-6, Airport Pavement Design and Evaluation*
- *FAA AC 150/5340-1, Standards for Airport Markings*
- *FAA AC 150/5340-18, Standards for Airport Sign Systems*
- *FAA AC 150/5340-30, Design and Installation Details for Airport Visual Aids*

- *FAA AC 150/5345-56, Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)*
- *FAA AC 150/5370-2, Operation Safety on Airports During Construction*
- *FAA AC 150/5370-10, Standards for Specifying Construction of Airports*
- *FAA STD-19F, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment*
- *FAA Order 6750.16E, Siting Criteria for Instrument Landing Systems*
- *FAA Order 6850.2C Visual Guidance Lighting Systems*
- *FAA FAARFIELD*
- *National Electrical Code (NFPA-70)*
- *PARAS Recommended Security Guidelines for Airport Planning, Design, and Construction (2021)*
- *OSHA – Occupational Safety and Health Administration*

Project drawings will be prepared in in AutoCAD 2020 format. It is assumed existing conditions will be provided to the Consultant by the Engineer in a compatible format.

This scope of work assumes that all proposed project elements will be constructed in two (2) consecutive projects to accommodate funding schedules. Thus, it is assumed that the project will be designed as two independent bid packages, though they will be designed, coordinated, and reviewed concurrently. Additionally, it is assumed two (2) bid phase service schedules will be required. There is significant overlap between items in each task, and the fee proposal reflects that. Any deviations from these assumptions once notice has been given to the Consultant to begin the work of this contract may require a change to the Project scope and additional fees.

Deletion of a task(s) or the requirement for additional work not specifically included herein will require re-evaluation of the proposed fee.

Construction Administration and Closeout Phase Services, Resident Project Representative ("RPR") Services, Construction Materials Acceptance Testing, Construction Staking, and/or any other construction-related services are not included as part of this proposal.

2. Project Elements

The following is a listing of elements of the Project anticipated to be provided by the Consultant:

- **Geometrics and Site Design**
 - The Consultant will provide analysis and direction for the anticipated pavement markings required for the site in accordance with *FAA AC 150/5340-1, Standards for Airport Markings*, latest published edition at time of contract execution.
- **Pavement Design**
 - The Consultant will provide taxiway pavement strength and material design recommendations in accordance with the FAA's *FAARFIELD* standard thickness design software and *FAA AC 150/5320-6, Airport Pavement Design and Evaluation*, design guidelines, latest published edition at time of contract execution.
 - The Consultant will coordinate with the Client's staff, FAA control tower personnel, and tenants, as necessary, to determine the appropriate aircraft fleet mix to be used in the taxiway pavement design. It is anticipated the Client will provide final approval of the aircraft fleet mix to be used.

- A joint layout plan will be provided for new concrete pavements.

→ Fencing Modifications Design

- Security fence alignment changes may be required to allow for the placement of the new facilities. The Consultant will provide fencing modification design recommendations in accordance with *FAA AC 150/5370-10, Standards for Specifying Construction of Airports, Part 10 – Fencing*, latest published edition at time of contract execution.
- The Consultant will provide exhibits as required to convey the proposed modifications to the Transportation Security Administration (TSA). It is assumed the Client will be responsible for direct coordination with the TSA, though the Consultant will participate in meetings as necessary to coordinate the approval or revision to the proposed modifications. It is assumed any meetings for this coordination will be held via teleconference and will not require travel by the Consultant.

→ Airfield Electrical Improvements

- The Consultant will provide analysis and direction for the anticipated airfield lighting and signage modifications to accommodate the new airfield geometry resulting from this Project, in accordance with applicable FAA design guidelines.
- The Consultant will provide analysis and direction for the anticipated updates to the Airfield Lighting Control and Monitoring System ("ALCMS").
- The Consultant will provide analysis and direction for the anticipated updates to the airfield electrical vault, as required. This includes the review of regulator capacities and conditions for affected circuits.
- The Consultant will coordinate with the FAA SSC Manager, as required, though no impact is anticipated to FAA-owned facilities. The FAA has indicated that the only FAA-owned NAVAID that could potentially be impacted is the Glideslope and that is mitigated by not extending Taxiway T west of the runway.

→ SWPPP / Erosion Controls

- The Consultant will prepare applicable SWPPP plan sheets for the Contractor to use in procurement of the necessary stormwater construction permits. A detailed SWPPP report along with Contractor preferred Best Management Practices ("BMPs"), the Notice of Intent ("NOI"), the Notice of Termination ("NOT"), and any submission to the TCEQ will be prepared by others and is excluded from this scope of work.

→ Phasing / Safety and Security

- The Consultant will review and analyze the following: potential impacts to safety and operational safety associated with aviation related areas; Airport Operations Area ("AOA") ingress/egress routes; aircraft movement areas; coordination; markings; signage; construction staging areas; vehicles crossing active pavements procedures; Notices to Airmen ("NOTAMS"); jet blast-prop-wash safety; night-time construction lighting; dust control; hauling of debris; and equipment parking. The analysis will not address the study of visibility, line of sight issues involving permanent structures, the analysis of interference with communications and surveillance equipment, or environmental studies.

- The Consultant will prepare Project conceptual safety and phasing plans and a site-specific Construction Safety Phasing Plan ("CSPP") in conformance with *FAA AC 150/5370-2, Operational Safety on Airports during Construction*, latest edition.
 - The Consultant will prepare construction durations for all phases of work.
- Utility Coordination and Design
- The Consultant will design necessary utility relocations in relation to the Consultant's scope of work as listed herein. The design of any utility modifications will be with the intent to minimize without compromising design standards. Existing utility modifications are only anticipated to include airfield electrical for lighting and signage. FAA communication cables and FAA electrical are also within the site but will only be modified if found to be in conflict with any other portion of the design. It is expected that any other utilities requiring modification within the project will be completed by others.
 - The Consultant will meet with all affected utility owners to discuss the proposed design. Based on these coordination meetings and correspondence, the need and extent of relocations will be determined. If a dispute arises, the Consultant will immediately schedule a meeting between the Client and the utility owner to resolve the dispute.
- Permitting
- National Environmental Policy Act ("NEPA") documentation has previously been completed for this Project. The NEPA documentation for the project was completed by others. No additional NEPA documentation is included in this scope of work.
 - The Consultant will prepare and file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) for the Project electronically to the FAA for Obstruction Evaluation / Airport Airspace Analysis ("OE/AAA") review and approval.
 - The Consultant will prepare and file a Notice for Construction, Alteration and Deactivation of Airports (FAA Form 7480-1) for the project electronically to the FAA for review and approval.
 - No other permits are anticipated to be coordinated by the Consultant for this Project. No other permits than those specifically included in this scope will be coordinated or applied for by the Consultant.

3. Basic Services

The Client must authorize work through issuance of a Notice to Proceed ("NTP") for each task. The Consultant will not proceed with the work of each task until such written notice is provided. The Consultant will provide the following services:

TASK 1 30% DESIGN PHASE SERVICES

Task 1.01 Prepare 30% Design Documents

The Consultant will prepare 30% Design Documents (drawings, Engineer's report, technical specifications outline, and EOPC for Consultant's related scope of work as listed herein) on the basis of the accepted PER. The design will evaluate and identify specific elements of the Project for a technically and economically sound project. Additive alternates will be developed for bidding to correspond to available budgets.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's EOPC.

Task 1.02 Perform In-House Quality Control Review – 30% Design Documents

The Consultant will conduct an in-house quality control review of the 30% Design Documents prior to submittal to the Client, Engineer, City, and FAA. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- ➔ Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, accuracy, appearance, and acceptability
- ➔ Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance
- ➔ Constructability Review – a comprehensive look at the Project to ensure alignment between plans and specifications, phasing impacts, potential conflicts, etc.
- ➔ Discipline Coordination Review – an interdisciplinary review to ensure coordination of elements between disciplines

Task 1.03 Submit 30% Design Documents

The Consultant will review in-house quality control review of the 30% Design Documents received from reviewing parties and incorporate applicable comments into the 30% Design Documents. The Consultant will then submit electronic copies of their 30% Design Documents to the Engineer for inclusion with the complete 30% Design Documents package.

Task 1.04 Meetings / Presentations

To further the design progress and coordinate efforts, various meetings are anticipated throughout the design process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

➔ Design Kick-Off Meeting

The Consultant will coordinate and attend one (1) Design Kick-Off Meeting with Client and Engineer to discuss and solidify (to the extent feasible):

- Project scope, goals, and client expectations
- Describe the methods by which the project will be performed
 - Design features, design constraints, design parameters, and local conditions
- Consider budget and funding availability as it relates to phasing considerations
- Discuss current condition of systems in question
- Understand other ongoing work that may impact the Project
- Start to develop the design and construction schedule, including submittals
- Communication channels, coordination requirements, and responsibilities
- Other related items

This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

→ **Design Development / Coordination Meetings**

To further the design and maximize a coordinated effort, Design Development / Coordination Meetings may be required with the Engineer. These meetings are intended to be “workshop” meetings to discuss design elements.

Eight (8) meetings have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

→ **Site Investigation**

The Consultant will coordinate and attend one (1) site investigation meeting with the Client and Engineer to review and document the visible conditions of the project site. The Client will attend with knowledgeable staff and provide access to all areas associated with the Project to ensure a comprehensive walkthrough. As part of this task, measurements will be taken to validate existing condition documentation.

This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

→ **FAA Coordination Meetings**

To further the design, FAA Coordination Meetings may be required. These meetings are intended to be “workshop” meetings to discuss design elements. Attendees at the meeting may include the Client staff, Engineer staff, and the FAA.

Two (2) meetings have been anticipated. One (1) meeting is anticipated to be held via teleconference and will not require travel by the Consultant. One (1) meeting is anticipated to be held at the Airport or FAA offices and will require travel by the Consultant.

→ **30% Design Documents Review Meeting**

The Consultant will coordinate and attend one (1) 30% Design Documents review meeting with the Client, Engineer, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the 30% Design Documents. This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

Task 1.05 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for aspects of the team’s efforts including assembly and coordination of documentation. The Consultant will complete meeting preparation activities, minutes of each meeting with respect to project components designed by the Consultant and distribute to the Engineer within two (2) working days, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client, Engineer, City, and FAA to discuss Project progress.

TASK 2 60% DESIGN PHASE SERVICES

Task 2.01 Incorporate 30% Review Comments

The Consultant will review comments received from the Client’s authorized representative(s) from the 30% design submittal reviews and incorporate applicable comments into drawings, technical specifications,

Engineer's report, and EOPC. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable. Comments that require a significant change in scope from previous direction provided may require an additional scope and fee.

Task 2.02 Prepare 60% Design Documents

The Consultant will prepare 60% Design Documents (drawings, Engineer's report, technical specifications, and EOPC for Consultant's related scope of work as listed herein) on the basis of the accepted 30% Design Documents. The design will evaluate and identify specific elements of the Project for a technically and economically sound project. Additive alternates will be developed for bidding to correspond to available budgets.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's EOPC.

If any standard FAA design guidelines or specifications for Consultant's related scope of work as listed herein are found to be not applicable for the site-specific situations of this project, the Consultant will initiate and coordinate a Modifications of Standards (MoS) request with the FAA.

Task 2.03 Perform In-House Quality Control Review – 60% Design Documents

The Consultant will conduct an in-house quality control review of the 60% Design Documents prior to submittal to the Client, Engineer, City, and FAA. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- ➔ Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, accuracy, appearance, and acceptability
- ➔ Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance
- ➔ Constructability Review – a comprehensive look at the Project to ensure alignment between plans and specifications, phasing impacts, potential conflicts, etc.
- ➔ Discipline Coordination Review – an interdisciplinary review to ensure coordination of elements between disciplines

Task 2.04 Submit 60% Design Documents

The Consultant will review in-house quality control review of the 60% Design Documents received from reviewing parties and incorporate applicable comments into the 60% Design Documents. The Consultant will then submit electronic copies of their 60% Design Documents to the Engineer for inclusion with the complete 60% Design Documents package.

Task 2.05 Meetings / Presentations

To further the design progress and coordinate efforts, various meetings are anticipated throughout the design process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- ➔ **Design Development / Coordination Meetings**

To further the design and maximize a coordinated effort, Design Development / Coordination Meetings may be required with the Engineer. These meetings are intended to be "workshop" meetings to discuss design elements.

Eight (8) meetings have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

→ **FAA Coordination Meetings**

To further the design with respect to FAA utility design, FAA Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design elements. Attendees at the meeting may include the Client staff, Engineer staff, and the FAA.

Two (2) meetings have been anticipated. Two (2) meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

→ **60% Design Documents Review Meeting**

The Consultant will coordinate and attend one (1) 60% Design Documents review meeting with the Client, Engineer, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the 60% Design Documents. This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

Task 2.06 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for aspects of the team's efforts including assembly and coordination of documentation. The Consultant will complete meeting preparation activities, minutes of each meeting with respect to project components designed by the Consultant and distribute to the Engineer within two (2) working days, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client, Engineer, City, and FAA to discuss Project progress.

TASK 3 90% DESIGN PHASE SERVICES

Task 3.01 Incorporate 60% Review Comments

The Consultant will review comments received from the Client's authorized representative(s) from the 60% design submittal reviews and incorporate applicable comments into drawings, technical specifications, Engineer's report, and EOPC for Consultant's related scope of work as listed herein. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable. Comments that require a significant change in scope from previous direction provided may require an additional scope and fee.

Task 3.02 Prepare 90% Design Documents

The Consultant will prepare 90% Design Documents (drawings, technical specifications, Engineer's Report, and EOPC for Consultant's related scope of work as listed herein). The design will evaluate and identify specific elements of the Project for a technically and economically sound project, with applicable additive alternates included for bidding to correspond to available budgets.

The Consultant will prepare a site-specific CSPP in conformance with *FAA AC 150/5370-2, Operational Safety on Airports during Construction*, latest published edition at time of contract execution. *Paragraph*

103.a defines the parameters for a CSPP. It is anticipated that a CSPP is required since this project will impact the AOA. *Paragraph 103.a* states:

"A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP)... As per (FAA) Order 5200.11, FAA Airports (ARP) Safety Management System (SMS), such projects do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight... However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures..."

Safety Risk Management System ("SRM") panels and Safety Assessment reporting are not included as part of this proposal.

The Consultant will prepare a site-specific CMP for the Project in conformance with *FAA AC 150/5370-12, Quality Management for Federally Funded Airport Construction Projects*, latest edition, that will be used to ensure that construction meets or exceeds the minimum standards required by the Design Documents. The CMP will identify key contacts and their responsibilities throughout construction of the project.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's EOPC.

Task 3.03 Perform In-House Quality Control Review – 90% Design Documents

The Consultant will conduct an in-house quality control review of the 90% Design Documents prior to submittal to the Client, Engineer, City, and FAA. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- ➔ Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, accuracy, appearance, and acceptability
- ➔ Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance
- ➔ Constructability Review – a comprehensive look at the Project to ensure alignment between plans and specifications, phasing impacts, potential conflicts, etc.
- ➔ Discipline Coordination Review – an interdisciplinary review to ensure coordination of elements between disciplines

Task 3.04 Submit 90% Design Documents

The Consultant will review in-house quality control review of the 90% Design Documents received from reviewing parties and incorporate applicable comments into the 90% Design Documents. The Consultant will then submit electronic copies of their 90% Design Documents to the Engineer for inclusion with the complete 90% Design Documents package.

Task 3.05 Meetings / Presentations

To further the design progress and coordinate efforts, various meetings are anticipated throughout the design process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project

components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

→ **Design Development / Coordination Meetings**

To further the design and maximize a coordinated effort, Design Development / Coordination Meetings may be required with the Engineer. These meetings are intended to be "workshop" meetings to discuss design elements.

Six (6) meetings have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

→ **FAA Coordination Meetings**

To further the design with respect to FAA utility design, FAA Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design elements. Attendees at the meeting may include the Client staff, Engineer staff, and the FAA.

One (1) meeting has been anticipated to be held via teleconference and will not require travel by the Consultant.

→ **90% Design Documents Review Meeting**

The Consultant will coordinate and attend one (1) 90% Design Documents review meeting with the Client, Engineer, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the 90% Design Documents. This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

Task 3.06 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for aspects of the team's efforts including assembly and coordination of documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client, Engineer, City, and FAA to discuss Project progress.

TASK 4 FINAL DESIGN (BID DOCUMENTS) PHASE SERVICES

Task 4.01 Incorporate 90% Review Comments

The Consultant will review comments received from the Client's authorized representative(s) from the 90% design submittal reviews and incorporate applicable comments into drawings, technical specifications, Engineer's report, and EOPC for Consultant's related scope of work as listed herein. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable. Comments that require a significant change in scope from previous direction provided may require an additional scope and fee.

Task 4.02 Prepare Final Design (Bid) Documents

The Consultant will prepare Final (sealed) Design (Bid) Documents (drawings, technical specifications, Engineer's Report, CSPP, CMP, and EOPC for Consultant's related scope of work as listed herein). The

design will evaluate and identify specific elements of the Project for a technically and economically sound project, with applicable additive alternates included for bidding to correspond to available budgets.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's EOPC.

Task 4.03 Perform In-House Quality Control Review – Final Design (Bid) Documents

The Consultant will conduct an in-house quality control review of the Final Design (Bid) Documents prior to submittal to the Client, Engineer, City, and FAA. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, accuracy, appearance, and acceptability
- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance
- Constructability Review – a comprehensive look at the Project to ensure alignment between plans and specifications, phasing impacts, potential conflicts, etc.
- Discipline Coordination Review – an interdisciplinary review to ensure coordination of elements between disciplines

Task 4.04 Submit Final Design (Bid) Documents

The Consultant will review in-house quality control reviews of the Final Design (Bid) Documents and incorporate applicable comments into the Final Design (Bid) Documents.

The Consultant will then submit electronic copies of their Final Design (Bid) Documents to the Engineer for inclusion with the complete Final Design (Bid) Documents package.

Task 4.05 Meetings / Presentations

To further the design progress and coordinate efforts, various meetings are anticipated throughout the design process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

→ Design Development / Coordination Meetings

To further the design and maximize a coordinated effort, Design Development / Coordination Meetings may be required with the Engineer. These meetings are intended to be "workshop" meetings to discuss design elements.

Two (2) meetings have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

Task 4.06 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for aspects of the team's efforts including assembly and coordination of documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client, Engineer, City, and FAA to discuss Project progress.

TASK 5 BID PHASE SERVICES – PROJECT 1

Task 5.01 Provide Bidding Assistance

The Consultant will assist in advertising for and obtaining bids or proposals for the Project. This includes coordination and preparation of pre-bid meeting agenda documents and presentation and any other documents required for the bidding process.

Task 5.02 Respond to Bidder / Contractor Inquiries

The Consultant will provide formal responses to Bidder / Contractor inquiries. All responses will be submitted to the Engineer for approval prior to being issued.

Task 5.03 Issue Addenda

The Consultant will issue addenda as appropriate to clarify, correct, or change the bidding documents. All addenda will be submitted to the Client for approval prior to being issued.

Task 5.04 Evaluate Bids

After the bid opening, Bidder / Contractor bids will be provided to the Consultant by the Client for evaluation. The Consultant will develop a tabulation of all bids received and provide evaluation of such, checking for correctness, qualifications of apparent low bidder, DBE participation goals, etc., and make recommendations of award based solely on apparent low bidder. The Consultant cannot and does not guarantee that bids will not vary from the EOPC.

Task 5.05 Meetings / Presentations

To further the bidding efforts, various meetings are anticipated throughout the bidding process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

→ Pre-bid Conference

The Consultant will attend and conduct a Pre-bid Conference. The intent will be to review the project and direct any questions to be submitted in writing for official response. This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

→ Bid Opening

The Consultant will attend a Bid Opening via teleconference.

Task 5.06 Prepare Conformed Construction Documents

The Consultant will prepare and provide Conformed Construction Documents, incorporating appropriate modifications made via addenda during the bidding process. This conformed set of documents will be provided to the Contractor and the Client as the baseline for construction activities.

Task 5.07 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for aspects of the team's efforts including assembly and coordination of documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client, Engineer, City, and FAA to discuss Project progress.

TASK 6 BID PHASE SERVICES – PROJECT 2**Task 6.01 Provide Bidding Assistance**

The Consultant will assist in advertising for and obtaining bids or proposals for the Project. This includes coordination and preparation of pre-bid meeting agenda documents and presentation and any other documents required for the bidding process.

Task 6.02 Respond to Bidder / Contractor Inquiries

The Consultant will provide formal responses to Bidder / Contractor inquiries. All responses will be submitted to the Engineer for approval prior to being issued.

Task 6.03 Issue Addenda

The Consultant will issue addenda as appropriate to clarify, correct, or change the bidding documents. All addenda will be submitted to the Client for approval prior to being issued.

Task 6.04 Evaluate Bids

After the bid opening, Bidder / Contractor bids will be provided to the Consultant by the Client for evaluation. The Consultant will develop a tabulation of all bids received and provide evaluation of such, checking for correctness, qualifications of apparent low bidder, DBE participation goals, etc., and make recommendations of award based solely on apparent low bidder. The Consultant cannot and does not guarantee that bids will not vary from the EOPC.

Task 6.05 Meetings / Presentations

To further the bidding efforts, various meetings are anticipated throughout the bidding process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

a. Pre-bid Conference

The Consultant will attend and conduct a Pre-bid Conference. The intent will be to review the project and direct any questions to be submitted in writing for official response. This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

b. Bid Opening

The Consultant will attend a Bid Opening via teleconference.

Task 6.06 Prepare Conformed Construction Documents

The Consultant will prepare and provide Conformed Construction Documents, incorporating appropriate modifications made via addenda during the bidding process. This conformed set of documents will be provided to the Contractor and the Client as the baseline for construction activities.

Task 6.07 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for aspects of the team's efforts including assembly and coordination of documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client, Engineer, City, and FAA to discuss Project progress.

4. Meetings and Presentations

The following meetings and presentations will be attended as part of this proposal:

Task	Total Meetings	In-Person Meetings	Teleconference Meetings
Task 1.04 Design Kick-Off Meeting	1	1	
Task 1.04 Design Development / Coordination Meetings	8		8
Task 1.04 Site Investigation	1	1	
Task 1.04 FAA Coordination Meetings	2	1	1
Task 1.04 30% Design Documents Review Meeting	1	1	
Task 2.05 Design Development / Coordination Meetings	8		8
Task 2.05 FAA Coordination Meetings	2		2
Task 2.05 60% Design Documents Review Meeting	1	1	
Task 3.05 Design Development / Coordination Meetings	6		6
Task 3.05 FAA Coordination Meetings	1		1
Task 3.05 90% Design Documents Review Meeting	1	1	
Task 4.05 Design Development / Coordination Meetings	2		2
Task 5.05 Pre-bid Conference – Project 1	1	1	
Task 5.05 Bid Opening – Project 1	1		1
Task 5.05 Pre-bid Conference – Project 2	1	1	

Task	Total Meetings	In-Person Meetings	Teleconference Meetings
Task 5.05 Bid Opening – Project 2	1		1
Total	40	9	31

The Consultant will prepare minutes of each meeting with respect to project components designed by the Consultant and distribute to the Engineer within two (2) working days of the meeting. Meetings held in-person will require travel by the Consultant. Meetings held via teleconference will not require travel by the Consultant.

5. Deliverables

All deliverables are anticipated to be provided to the Engineer electronically by the Consultant. PDF files will be provided for all deliverable documents. Word, Excel, and CAD files will be provided for all working documents. The Engineer will compile the final deliverables for submission to the Client.

6. Schedule

The Consultant proposes to perform the services as noted herein in accordance with the following schedule:

- 30% Design Documents Submittal 8 Weeks after Notice to Proceed
- 60% Design Documents Submittal 8 Weeks after 30% DD Review Meeting
- 90% Design Documents Submittal 6 Weeks after 60% DD Review Meeting
- Final Design (Bid) Documents Submittal 4 Weeks after 90% DD Review Meeting
- Bid Phase Services – Project 1 As Needed
- Bid Phase Services – Project 2 As Needed

*The schedule does not include review time for the Client, Engineer, City, FAA, or other governing authorities.

It is assumed the Final Design (Bid) Documents will be submitted to the Client no more than thirty-six (36) weeks after NTP is provided to the Consultant. The actual schedule may vary significantly as the Project design progresses and the scope is further developed. Delays to the proposed design schedule outside of the Consultant's control will require re-evaluation of the proposed schedule and / or design fees.

7. Professional Fees

The proposed fee for this Project is \$1,056,082.97, as shown in Attachment B, and will be completed in its entirety on a lump sum basis.

8. Exclusions and Assumptions

Tasks not specifically identified in this scope of work are not included in this Contract. In addition, the following is a listing of major items not included as part of this Proposal. This list will not be construed as the only items not included as part of this scope of services.

- National Environmental Policy Act (NEPA) documentation beyond SWPPP plan sheets
- National Pollutant Discharge Elimination System ("NPDES") / Texas Pollutant Discharge Elimination System ("TPDES") / TCEQ permits

- Transportation Security Administration coordination beyond that noted herein
- Environmental remediation (wetlands, soil contamination, etc.)
- Permitting beyond that noted herein, including any and all permit fees unless otherwise indicated
- Topographic survey
- Boundary surveys
- Obstruction surveys
- Survey platting
- Geotechnical investigation
- Subsurface Utility Explorations
- Utility improvements other than as noted herein
- Stormwater / drainage improvements, including drainage calculations, drainage modeling, stormwater detention, etc.
- Flood plain analysis and Conditional Letter of Map Revision ("CLOMR") application
- NAVAID design or modifications
- Safety Risk Management System ("SRM") and Safety Assessment (to be addressed during construction)
- Per- and polyfluoroalkyl substances (PFAS) analysis and mitigation
- Trench safety plan
- Confined space plan
- Clearing of existing trees and / or other vegetation
- Landscape design / architecture
- Irrigation design
- Tree Survey
- Existing conditions and demolition requirements
- Geometric layout of proposed taxiway pavements
- Pavement profiles and cross sections
- Paving plan and elevation grids
- Tree Preservation Plan and Permit Application
- Updates to Airport Layout Plan
- Construction and closeout phase services, RPR services, construction materials acceptance testing, construction staking, and/or any other construction-related services
- Construction verification surveys
- As-built survey
- Closeout services (including Record Drawing production)
- Additional travel to the Airport, FAA offices, or any other requested travel, beyond those meetings explicitly noted herein

The following are assumed for this proposal:

- Preferred Site Plan will not change significantly from what is currently shown in Figure 1. Changes due to multiple iterations of site plans, or edits to the site plan may require additional design fees.
- All utilities are available at the site and no offsite improvements are required.
- The Consultant will not perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals and RS&H shall not be liable for the non-performance of such services/work.

A proposed scope and fee for related construction and closeout phase services is anticipated to be prepared under a future package.

Attachment A

Scope of Services Request



January 12, 2024

Elliot Neph, PE, LEED GA, ENV SP, Vice President
RS&H, Inc.
4835 LBJ Freeway Suite 800
Dallas Texas 75244

Re: LBB TWY L Extension, Taxilane Addition, and Apron Expansion Project
Scope of Services and Fee Proposal Request for Design and Bid Phase Services

Dear Mr. Neph:

Anticipating finalization and acceptance of the Preliminary Engineering Report (PER) prepared by Parkhill and RS&H on the subject Project, Lubbock Preston Smith International Airport (Client) requested our team proceed with submitting a scope and fee for design and bid phase services. As previously discussed and agreed upon with Client, our intent is to split design phase scope and fee 50-50 between Parkhill and RS&H except for other subconsultant services that might be necessary and beneficial. To start, I suggest we maintain a split of services that aligns with services performed during the PER phase. The following split of services is provided for review and discussion:

SERVICES BY PARKHILL

1. Project Management
2. Subconsultant coordination necessary for Project design.
3. Overall Project Manual coordination including City of Lubbock boilerplate, FAA General Contract Provisions, Special Provisions, and necessary appendices.
4. Preparation of Bid Proposal form with quantity verification by RS&H.
5. Plan sheets to include:
 - Cover sheet
 - Sheet Index
 - Survey control
 - SWPPP/Erosion Control plan and details
 - Geotechnical Bore logs
 - Demolition Plan
 - Geometric Layout/Control Plan
 - Plan and Profile
 - RSA/Infield Grading Plan
 - Pavement Cross Sections
 - Drainage Plan (excluding edge drain system)
 - Striping/Marking
 - Pavement Demolition Details
 - New Pavement Details
 - Drainage Details (excluding edge drain system)
6. Technical Specifications
 - Item C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
 - Item C-105, Mobilization
 - Item D-701, Pipe for Storm Drain and Culverts
 - Item D-751, Manholes, Catch Basins, Inlets, and Inspection Holes
 - Item T-901, Seeding
 - Item T-904, Sodding
 - Item T-905, Topsoil
 - Item T-908, Mulching
 - Miscellaneous Specifications such as erosion mat, rock gabions, and related items.
7. Attendance at Prebid Meeting and Bid Opening, participation in necessary addenda, and effort to review bids and issue a recommendation.

SERVICES BY RS&H

1. Assist with establishing bid items and independent calculation of quantities for each bid item.
2. Prepare Construction Safety and Phasing Plan (CSPP).
3. Prepare Construction Management Plan (CMP).
4. Coordinate Reimbursable Agreement with FAA on behalf of LBB.
5. Plan sheets to include:
 - Construction Safety and Phasing Plan(s) and details
 - Edge Drain Plan and details
 - Fencing Plan and Details
 - Electrical demolition
 - NAVAID demolition/removal
 - Airfield Lighting Plan
 - FAA NAVAID plan
 - Lighting and NAVAID details
6. Technical Specifications
 - Item C-100, Contractor Quality Control Program (CQCP)
 - Item C-110, Method of Estimating Percentage of Material Within Specification Limits (PWL)
 - Item P-101, Preparation/Removal of Existing Pavements
 - Item P-151, Clearing and Grubbing
 - Item P-152, Excavation, Subgrade and Embankment
 - Item P-153, Controlled Low-Strength Material (CLSM)
 - Item P-155, Lime-Treated Subgrade
 - Item P-209, Crushed Aggregate Base Course
 - Item P-304, Cement-Treated Aggregate Base Course (CTB)
 - Item P-401, Asphalt Pavement Mix
 - Item P-403, Asphalt Mix Pavement Base Course
 - Item P-501, Cement Concrete Pavement
 - Item P-602, Emulsified Asphalt Prime Coat
 - Item P-603, Emulsified Asphalt Tack Coat
 - Item P-604, Compression Joint Seals for Concrete Pavements
 - Item P-605, Joint Seals for Pavements
 - Item P-608, Emulsified Asphalt Seal Coat
 - Item P-610, Concrete for Miscellaneous Structures
 - Item P-620, Runway and Taxiway Marking
 - Item F-162, Chain Link Fence
 - Item L-108, Underground Power Cable for Airports
 - Item L-109, Airport Transformer Vault and Vault Equipment
 - Item L-110, Airport Underground Electrical Duct Banks and Conduits
 - Item L-115, Electrical Manholes and Junction Structures
 - Item L-125, Installation of Airport Lighting Systems
 - Miscellaneous Specifications related to FAA NAVAIDs
7. Coordinate FAA Flight Check
8. Prepare and submit CSPP via OE/AAA.

In addition to services proposed herein, please account for the following in your proposal:

1. Design kickoff meeting held at LBB.
2. Bi-weekly design team coordination meetings.
3. Review meetings at LBB at 30%, 60%, 90%, and bid submittal milestones.
4. One miscellaneous trip to LBB for field coordination.
5. Two trips to FAA SW ADO in Ft. Worth for meeting with ADO and FAA Facilities staff.
6. Up to five virtual coordination meetings with FAA on glide slope relocation.
7. In-person attendance of Prebid Meeting.
8. Assume plan set and phasing to accommodate a Base Bid and Additive Alternate 1 bid package.
9. Include time for obtaining MoS on necessary specification items.

To meet Owner-requested deadline, we respectfully request your proposal by January 19, 2024. You may contact me directly at 806.473.3600 or mhaberer@parkhill.com to discuss this further.

Sincerely,

PARKHILL

By



Mark D. Haberer, PE
Project Manager

MDH/dg

Attachment B Fee Proposal



EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES
Lubbock Preston Smith International Airport
LBB TWY L Extension, Taxiway Extension, and Apron Expansion Project
RS&H, Inc.

DESIGN AND BIDDING PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV ENG	CIV ENG III	CIV ENG I	SENIOR ELEC ENG	ELEC ENG	STR ENG II	DRAINAGE ENG III	UTILITIES ENG III	ADMIN ASST	TOTAL
Task 1 - 30% Design Phase Services												
Task 1.01 Prepare 30% Design Documents												
Task 1.01.01 Civil Drawings		5.0		51.0	97.0							153.0
Task 1.01.02 Electrical / NAVAIDs Drawings		2.0		2.0	7.0	2.0				4.0		17.0
Task 1.01.03 Structural Drawings		1.0		7.0				5.0				13.0
Task 1.01.04 Paving Drawings		5.0		32.0	53.0							90.0
Task 1.01.05 Construction Drawings		4.0		7.0	16.0	1.0		1.0				31.0
Task 1.01.06 Safety and Security Drawings		2.0		24.0	36.0							62.0
Task 1.01.07 Technical Specifications		5.0		24.0							4.0	33.0
Task 1.01.08 Engineer's Report	1.0	4.0		21.0	41.0						4.0	71.0
Task 1.01.09 CSPP												0.0
Task 1.01.10 CMP												0.0
Task 1.01.10 Opinion of Probable Construction Cost												
Task 1.01.10.01 Civil		1.0		6.0	12.0							19.0
Task 1.01.10.01 Electrical		1.0			4.0		4.0					9.0
Task 1.01.10.01 Structural		1.0			6.0			5.0				12.0
Task 1.01.10.01 Drainage		1.0			6.0				5.0			12.0
Task 1.01.10.01 Utilities		1.0			6.0					5.0		12.0
Task 1.02 Perform In-House Quality Control Review - 30% Design Documents												
Task 1.02.01 Civil		6.0	5.0									11.0
Task 1.02.02 Electrical / NAVAIDs		1.0				5.0						6.0
Task 1.02.03 Structural		1.0	2.0									3.0
Task 1.02.04 Drainage		5.0							7.0			12.0
Task 1.02.05 Utilities		2.0								6.0		8.0
Task 1.02.06 Constructability		4.0	6.0									10.0
Task 1.02.07 Safety and Security	1.0	2.0	17.0									20.0
Task 1.02.08 CSPP												0.0
Task 1.02.09 CMP												0.0
Task 1.02.10 General	1.0	2.0	1.0								2.0	6.0
Task 1.02.11 Opinion of Probable Construction Cost	1.0	1.0	4.0								1.0	7.0
Task 1.03 Submit 30% Design Documents		2.0		6.0	12.0			2.0			6.0	30.0
Task 1.04 Meetings / Presentations												
Task 1.04.01 Design Kick-Off Meeting	1	14.0		14.0								28.0
Task 1.04.02 Design Development / Coordination Meetings	8	12.0		12.0	12.0					12.0		48.0
Task 1.04.03 Site Investigation	1	14.0		14.0								28.0
Task 1.04.04 FAA Coordination Meetings (Onsite)	1	14.0		14.0								28.0
Task 1.04.05 FAA Coordination Meetings (Teleconference)	1	1.5		1.5	1.5					1.5		6.0
Task 1.04.06 30% Design Documents Review Meeting	1	14.0		14.0								28.0
Task 1.05 Project Management and Administration	2.0	32.0	8.0	16.0		8.0		8.0			16.0	96.0
TOTAL HOURS	6.0	160.5	43.0	285.5	309.5	16.0	4.0	21.0	13.0	39.5	33.0	911.0
RATE	\$ 409.05	\$ 305.86	\$ 278.01	\$ 151.28	\$ 124.97	\$ 327.89	\$ 173.40	\$ 129.31	\$ 184.27	\$ 213.87	\$ 139.60	
TOTAL LABOR \$	\$ 2,454.30	\$ 49,058.43	\$ 11,954.43	\$ 40,164.84	\$ 38,678.22	\$ 5,246.24	\$ 693.59	\$ 2,715.51	\$ 2,395.51	\$ 8,447.87	\$ 4,606.80	\$ 156,415.73



EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES
Lubbock Preston Smith International Airport
LBB TWY L Extension, Taxiway Addition, and Apron Expansion Project
RS&H, Inc.

DESIGN AND BIDDING PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV/ENG	CIV/ENG III	CIV/ENG I	SENIOR ELEC/ENG	ELEC/ENG II	STR/ENG II	DRAINAGE ENG III	UTILITIES ENG III	ADMIN ASST	TOTAL
OTHER DIRECT NON-SALARY COSTS												
SUBCONSULTANTS												
Ferguson Consulting, Inc.												
TOTAL SUBCONSULTANTS												\$ 65,773.88
10% Subconsultant Markup												\$ 65,773.88
												\$ 6,577.39
TRAVEL												
Task 1.04.01 Design Kick-Off Meeting	2	2	2	1,500.00	100.00	180.00	240.00	60.00	1			\$ 2,200.00
Task 1.04.03 Site Investigation	2	2	2	1,500.00	100.00	360.00	240.00	60.00	1			\$ 2,200.00
Task 1.04.04 FAA Coordination Meetings (Onsite)	2	2	2	1,500.00	100.00	360.00	240.00	60.00	1			\$ 2,200.00
Task 1.04.06 30% Design Documents Review Meeting	2	2	2	1,500.00	100.00	360.00	240.00	60.00	1			\$ 2,200.00
												\$ 8,800.00
MILEAGE	400	Miles @	\$ 0.55									\$ 220.00
SUM OF ODC's												\$ 81,371.27
Total Proposed Fee for:												\$ 247,787.00
Task 1 - 30% Design Phase Services												
Task 2 - 60% Design Phase Services	1.0	4.0			16.0	24.0				4.0	4.0	55.0
Task 2.01 Incorporate 30% Review Comments												
Task 2.02 Prepare 60% Design Documents												
Task 1.01.01 Civil Drawings	8.0				84.0	180.0						252.0
Task 1.01.02 Electrical / NAVAID's Drawings	4.0				4.0	12.0	4.0			6.0		30.0
Task 1.01.03 Structural Drawings	2.0				12.0			8.0				22.0
Task 1.01.04 Phasing Drawings	8.0				52.0	88.0						148.0
Task 1.01.05 Construction Durations	6.0				12.0	28.0	2.0		2.0	2.0		52.0
Task 1.01.06 Safety and Security Drawings	4.0				40.0	60.0						104.0
Task 1.01.07 Technical Specifications	8.0				40.0						6.0	54.0
Task 1.01.08 Engineer's Report	1.0	6.0			34.0	68.0					6.0	115.0
Task 1.01.09 CSPP												0.0
Task 1.01.09 CMP												0.0
Task 1.01.10 Opinion of Probable Construction Cost												
Task 1.01.10.01 Civil	2.0				10.0	20.0						32.0
Task 1.01.10.01 Electrical	1.0					6.0						13.0
Task 1.01.10.01 Structural	1.0					10.0						19.0
Task 1.01.10.01 Drainage	1.0					10.0			8.0			19.0
Task 1.01.10.01 Utilities	1.0					10.0				8.0		19.0
Task 2.03 Perform In-House Quality Control Review - 60% Design Documents												
Task 1.02.01 Civil	10.0			8.0								18.0
Task 1.02.02 Electrical / NAVAID's	2.0						8.0					10.0
Task 1.02.03 Structural	2.0			4.0								6.0
Task 1.02.04 Drainage	8.0								12.0			20.0
Task 1.02.05 Utilities	4.0									10.0		14.0
Task 1.02.06 Constructability	6.0			10.0								16.0
Task 1.02.07 Safety and Security	1.0	4.0		28.0								33.0
Task 1.02.08 CSPP												0.0
Task 1.02.09 CMP												0.0
Task 1.02.10 General	1.0	4.0		2.0							4.0	11.0
Task 1.02.11 Opinion of Probable Construction Cost	1.0	2.0		6.0							2.0	11.0
Task 2.04 Submit 60% Design Documents					6.0	12.0		2.0			6.0	30.0
Task 2.05 Meetings / Presentations												
Task 2.05.01 Design Development / Coordination Meetings	12.0				12.0					12.0		48.0



EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES
Lubbock Preston Smith International Airport
LBB TWY L Extension, Taxiway Addition, and Apron Expansion Project
RS&H, Inc.

DESIGN AND BIDDING PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV/ENG	CIV/ENG III	CIV/ENG I	SENIOR ELEC/ENG	ELEC/ENG II	STRENGTH II	DRAINAGE ENG III	UTILITIES ENG III	ADMIN ASST.	TOTAL
0 Task 2.05.02 FAA Coordination Meetings (Onsite)		0.0		0.0								0.0
2 Task 2.05.03 FAA Coordination Meetings (Teleconference)		3.0		3.0	3.0					3.0		12.0
1 Task 2.05.04 60% Design Documents Review Meeting		14.0		14.0								28.0
8 Task 2.06 Project Management and Administration	2.0	32.0	8.0	16.0		8.0		8.0		8.0	16.0	96.0
TOTAL HOURS	7.0	161.0	66.0	355.0	521.0	22.0		30.0	22.0	55.0	44.0	1289.0
RATE	\$ 409.05	\$ 305.66	\$ 278.01	\$ 151.28	\$ 124.97	\$ 327.89	\$ 173.40	\$ 129.31	\$ 184.27	\$ 213.87	\$ 139.60	
TOTAL LABOR \$	\$ 2,863.35	\$ 49,211.26	\$ 18,348.66	\$ 53,704.40	\$ 65,109.37	\$ 7,213.58	\$ 1,040.38	\$ 3,879.30	\$ 4,053.94	\$ 11,762.85	\$ 6,142.40	\$ 223,329.49
OTHER DIRECT NON-SALARY COSTS												
SUBCONSULTANTS												
Ferguson Consulting, Inc.												
TOTAL SUBCONSULTANTS												\$ 61,556.70
10% Subconsultant Markup												\$ 6,155.67
TRAVEL												
	#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of Times				
Task 2.05.02 FAA Coordination Meetings (Onsite)	2	2	\$ 750.00	\$ 100.00	\$ 180.00	\$ 80.00	\$					\$
Task 2.05.04 60% Design Documents Review Meeting	2	2	\$ 1,500.00	\$ 100.00	\$ 360.00	\$ 240.00	\$	0				\$
			\$ 1,500.00	\$ 100.00	\$ 360.00	\$ 240.00	\$	1				\$
TOTAL TRAVEL												\$ 2,200.00
MILEAGE												
	100	Miles @	\$ 0.55									\$ 55.00
SUM OF ODC's												\$ 69,967.37
Task 2 - 60% Design Phase Services												
Total Proposed Fee for:												\$ 293,296.86
Task 3 - 90% Design Phase Services												
Task 3.01 Incorporate 60% Review Comments	1.0	4.0		16.0	24.0			2.0		4.0		55.0
Task 3.02 Prepare 90% Review Documents												
Task 3.02.01 Civil Drawings		4.0		42.0	80.0							126.0
Task 3.02.02 Electrical / NAV/AIDs Drawings		2.0		2.0	6.0	2.0				3.0		15.0
Task 3.02.03 Structural Drawings		1.0		6.0				4.0				11.0
Task 3.02.04 Phasing Drawings		4.0		26.0	44.0							74.0
Task 3.02.05 Construction Durations		3.0		6.0	13.0	1.0		1.0	1.0			26.0
Task 3.02.06 Safety and Security Drawings		2.0		20.0	30.0							52.0
Task 3.02.07 Technical Specifications		4.0		20.0							3.0	27.0
Task 3.02.08 Engineer's Report	1.0	3.0		17.0	34.0							58.0
Task 3.02.09 CSPP	1.0	6.0	1.0	14.0	32.0						6.0	60.0
Task 3.02.10 CMP		4.0		14.0	32.0						6.0	56.0
Task 3.02.10 Opinion of Probable Construction Cost												
Task 3.02.10.01 Civil		1.0		5.0	10.0							16.0
Task 3.02.10.01 Electrical		1.0			3.0		3.0					7.0
Task 3.02.10.01 Structural		1.0		5.0	10.0			4.0				10.0
Task 3.02.10.01 Drainage		1.0			5.0				4.0			10.0
Task 3.02.10.01 Utilities		1.0			5.0							10.0
Task 3.03 Perform In-House Quality Control Review - 90% Design Documents												
Task 3.03.01 Civil		10.0										18.0
Task 3.03.02 Electrical / NAV/AIDs		2.0				8.0						10.0
Task 3.03.03 Structural		2.0										6.0
Task 3.03.04 Drainage		8.0							12.0			20.0



SCOPE / TASK TITLE		PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV ENG	CIV ENG III	CIV ENG I	SENIOR ELEC ENG	ELEC ENG II	STR ENG #	DRAINAGE ENG III	UTILITIES ENG III	ADMIN ASST	TOTAL
	Task 3.03.05 Utilities		4.0								10.0		14.0
	Task 3.03.06 Constructability		6.0	10.0									16.0
	Task 3.03.07 Safety and Security	1.0	4.0	28.0									33.0
	Task 3.03.08 CSPP	1.0	4.0	28.0									33.0
	Task 3.03.09 CMP	1.0	4.0	28.0									33.0
	Task 3.03.10 General	1.0	4.0	2.0								4.0	11.0
	Task 3.03.11 Opinion of Probable Construction Cost	1.0	2.0	6.0								2.0	11.0
	Task 3.04 Submit 90% Design Documents		2.0		6.0	12.0			2.0		2.0	6.0	30.0
	Task 3.05 Meetings / Presentations												
6	Task 3.05.01 Design Development / Coordination Meetings		9.0		9.0						9.0		36.0
1	Task 3.05.03 FAA Coordination Meetings (Teleconference)		1.5		1.5						1.5		6.0
1	Task 3.05.02 90% Design Documents Review Meeting		14.0		14.0								28.0
6	Task 3.06 Project Management and Administration	2.0	24.0	6.0	12.0		6.0		6.0		6.0	12.0	74.0
	TOTAL HOURS	10.0	142.5	121.0	230.5	345.5	17.0	3.0	19.0	17.0	40.5	48.0	992.0
	RATE	\$ 409.05	\$ 305.66	\$ 278.01	\$ 151.28	\$ 124.97	\$ 327.89	\$ 173.40	\$ 129.31	\$ 184.27	\$ 213.87	\$ 138.60	
	TOTAL LABOR \$	\$ 4,090.50	\$ 43,556.55	\$ 33,530.21	\$ 34,870.04	\$ 43,177.14	\$ 5,574.13	\$ 520.19	\$ 2,456.89	\$ 3,132.59	\$ 8,661.74	\$ 6,421.60	\$ 185,100.57
OTHER DIRECT NON-SALARY COSTS													
SUBCONSULTANTS													
Ferguson Consulting, Inc.													
TOTAL SUBCONSULTANTS													
10% Subconsultant Markup													
TRAVEL													
Task 3.05.02 90% Design Documents Review Meeting													
	#People	2	\$ 750.00	\$ 180.00	\$ 100.00	\$ 360.00	\$ 240.00	\$ -	No. of Times	1			\$ 2,200.00
		2	\$ 1,500.00	\$ 360.00	\$ 100.00	\$ 360.00	\$ 240.00	\$ -		1			\$ 2,200.00
MILEAGE													
	100 Miles @ \$ 0.55												\$ 55.00
													\$ 74,886.57
LUMP SUM													
													\$ 250,987.14
Task 3 – 90% Design Phase Services													
Task 4 – Final Design (Bid Documents) Phase Services													
	Task 4.01 Incorporate 90% Review Comments	1.0	4.0		16.0	24.0			2.0		4.0		55.0
	Task 4.02 Prepare Final Design (Bid) Documents		3.0		30.0	57.0							90.0
	Task 4.02.01 Civil Drawings		1.0		1.0	4.0	1.0				2.0		9.0
	Task 4.02.02 Electrical / NAVAIDs Drawings		1.0		4.0				3.0				8.0
	Task 4.02.03 Structural Drawings		3.0		19.0	31.0							53.0
	Task 4.02.04 Phasing Drawings		2.0		4.0	9.0	1.0		1.0	1.0			19.0
	Task 4.02.05 Construction Durations		1.0		14.0	21.0							36.0
	Task 4.02.06 Safety and Security Drawings		3.0		14.0							2.0	19.0
	Task 4.02.07 Technical Specifications		2.0		12.0	24.0						2.0	41.0
	Task 4.02.08 Engineer's Report	1.0	4.0	1.0	10.0	23.0					43.0	4.0	41.0
	Task 4.02.09 CSPP		3.0		10.0	23.0						4.0	40.0
	Task 4.02.09 CMP												
	Task 4.02.10 Opinion of Probable Construction Cost		1.0		4.0	7.0							12.0
	Task 4.02.10.01 Civil		1.0		2.0								5.0
	Task 4.02.10.01 Electrical		1.0		4.0		2.0						8.0
	Task 4.02.10.01 Structural		1.0						3.0				8.0
	Task 4.02.10.01 Drainage		1.0			4.0				3.0			8.0



EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES
Lubbock Preston Smith International Airport
LBB TWY L Extension, Taxiway Addition, and Apron Expansion Project
RS&H, Inc.

DESIGN AND BIDDING PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV ENG	CIV ENG III	CIV ENG I	SENIOR ELEC ENG	ELEC ENG II	STR ENG II	DRAINAGE ENG III	UTILITIES ENG III	ADMIN ASST	TOTAL
Task 4.02.10.01 Utilities Documents		1.0			4.0					3.0		8.0
Task 4.03.01 Civil		7.0	6.0									13.0
Task 4.03.02 Electrical / NAVAIDS		1.0				6.0						7.0
Task 4.03.03 Structural		1.0	3.0									4.0
Task 4.03.04 Drainage		6.0							9.0			15.0
Task 4.03.05 Utilities		3.0								7.0		10.0
Task 4.03.06 Constructability		4.0	7.0									11.0
Task 4.03.07 Safety and Security	1.0	3.0	20.0									24.0
Task 4.03.08 CSPP	1.0	3.0	20.0									24.0
Task 4.03.09 CMP	1.0	3.0	20.0								3.0	8.0
Task 4.03.10 General	1.0	3.0	1.0								1.0	7.0
Task 4.03.11 Opinion of Probable Construction Cost	1.0	1.0	4.0					2.0		2.0	6.0	30.0
Task 4.04 Submittal Final Design (Bld) Documents		2.0			6.0	12.0						
Task 4.05 Meetings / Presentations												
2 Task 4.05.01 Design Development / Coordination Meetings	1.0	3.0		3.0	3.0					3.0		12.0
4 Task 4.05.02 Project Management and Administration	1.0	16.0	4.0	8.0	4.0			4.0		4.0	8.0	49.0
TOTAL HOURS	9.0	88.0	86.0	155.0	252.0	12.0	2.0	15.0	13.0	28.0	34.0	692.0
RATE	\$ 409.05	\$ 305.66	\$ 278.01	\$ 151.28	\$ 124.97	\$ 327.89	\$ 173.40	\$ 129.31	\$ 184.27	\$ 213.87	\$ 139.60	
TOTAL LABOR \$	\$ 3,681.45	\$ 26,898.08	\$ 23,908.86	\$ 23,448.40	\$ 31,492.44	\$ 3,934.68	\$ 346.79	\$ 1,939.65	\$ 2,395.51	\$ 5,560.62	\$ 4,746.40	\$ 128,352.88
OTHER DIRECT NON-SALARY COSTS												
SUBCONSULTANTS												
Ferguson Consulting, Inc.												\$ 37,152.96
TOTAL SUBCONSULTANTS												\$ 37,152.96
10% Subconsultant Markup												\$ 3,715.30
TRAVEL												
N/A	#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of Times				
	0	0	\$ 750.00	\$ 100.00	\$ 180.00	\$ 60.00	\$ -	-				\$ -
												\$ -
MILEAGE		0	Miles @	\$ 0.55								\$ 40,664.26
SUM OF ODC's												
Total Proposed Fee for:	Task 4 - Final Design (Bld Documents) Phase Services											
											LUMP SUM	\$ 169,221.14



SCOPE / TASK TITLE		PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV ENG	CIV ENG III	CIV ENG I	SENIOR ELEC ENG	ELEC ENG II	STR ENG II	DRAINAGE ENG III	UTILITIES ENG III	ADMIN ASST.	TOTAL
Task 5 – Bid Phase Services - Project 1													
	Task 5.01 Provide Bidding Assistance		1.0									4.0	5.0
	Task 5.02 Respond to Bidder / Contractor Inquiries		1.0		2.0	6.0			1.0			2.0	12.0
	Task 5.03 Issue Addenda		1.0		4.0	16.0			2.0				23.0
	Task 5.04 Evaluate Bids		1.0		4.0							4.0	9.0
	Task 5.05 Meetings / Presentations												
1	Task 5.05.01 Pre-bid Conference		14.0										14.0
1	Task 5.05.02 Bid Opening		1.5		1.5	1.5							6.0
	Task 5.06 Prepare Conformated Construction Documents	1.0	2.0		6.0	12.0			2.0			6.0	31.0
4	Task 5.07 Project Management and Administration	1.0	8.0	2.0	4.0		2.0		2.0			4.0	25.0
	TOTAL HOURS	2.0	29.5	2.0	21.5	35.5	2.0	0.0	7.0	0.0		20.0	125.0
	RATE	\$ 409.05	\$ 305.66	\$ 278.01	\$ 151.28	\$ 124.97	\$ 327.89	\$ 173.40	\$ 129.31	\$ 184.27	\$ 213.87	\$ 139.60	
	TOTAL LABOR \$	\$ 818.10	\$ 9,016.97	\$ 566.02	\$ 3,252.92	\$ 4,436.44	\$ 655.78	\$ -	\$ 905.17	\$ -	\$ 1,176.29	\$ 2,792.00	\$ 23,609.28
OTHER DIRECT NON-SALARY COSTS													
SUBCONSULTANTS													
	Ferguson Consulting, Inc.												\$ 15,780.42
	TOTAL SUBCONSULTANTS												\$ 15,780.42
	10% Subconsultant Markup												\$ 1,578.04
TRAVEL													
		#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of Times				
	Task 5.05.01 Pre-bid Conference	1	1	\$ 750.00	\$ 100.00	\$ 180.00	\$ 60.00	\$ -	1				\$ 810.00
													\$ 810.00
	MILEAGE		50	Miles @	\$ 0.55								\$ 27.50
	SUM OF ODC's												\$ 18,195.96
Total Proposed Fee for:													
												LUMP SUM	\$ 41,865.24



EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES
Lubbock Preston Smith International Airport
LBB TWY L Extension, Taxiway Addition, and Apron Expansion Project
RS&H, Inc.

DESIGN AND BIDDING PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV ENG	CIV ENG III	CIV ENG I	SENIOR ELEC ENG	ELEC ENG II	STRENG II	DRAINAGE ENG III	UTILITIES ENG III	ADMIN ASST.	TOTAL
Task 6 - Bid Phase Services - Project 2												
Task 6.01 Provide Bidding Assistance		1.0									4.0	5.0
Task 6.02 Respond to Bidder / Contractor Inquiries		1.0		2.0	6.0			1.0			2.0	12.0
Task 6.03 Issue Addenda		1.0		4.0	16.0			2.0				23.0
Task 6.04 Evaluate Bids		1.0		4.0							4.0	9.0
Task 6.05 Meetings / Presentations												
1 Task 6.05.01 Pre-bid Conference		14.0										14.0
1 Task 6.05.02 Bid Opening		1.5		1.5	1.5					1.5		6.0
Task 6.06 Prepare Conform Construction Documents	1.0	2.0		6.0	12.0			2.0		2.0	6.0	31.0
4 Task 6.07 Project Management and Administration	1.0	8.0		4.0		2.0		2.0		2.0	4.0	25.0
TOTAL HOURS	2.0	28.5	2.0	21.5	35.5	2.0	0.0	7.0	0.0	5.5	20.0	125.0
RATE	\$ 429.50	\$ 320.94	\$ 291.91	\$ 158.84	\$ 131.22	\$ 344.28	\$ 182.07	\$ 135.78	\$ 193.48	\$ 224.56	\$ 146.58	
TOTAL LABOR \$	\$ 859.00	\$ 9,467.73	\$ 583.82	\$ 3,415.06	\$ 4,658.31	\$ 688.56	\$ -	\$ 950.46	\$ -	\$ 1,235.08	\$ 2,931.80	\$ 24,789.62
OTHER DIRECT NON-SALARY COSTS												
SUBCONSULTANTS												
Ferguson Consulting, Inc												\$ 15,780.42
TOTAL SUBCONSULTANTS												\$ 15,780.42
10% Subconsultant Markup												\$ 1,578.04
TRAVEL												
Task 6.05.01 Pre-bid Conference	#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of Times				
	1	1	\$ 750.00	\$ 100.00	\$ 180.00	\$ 60.00	\$ -	1				\$ 810.00
												\$ 810.00
MILEAGE												
	50	Miles @	\$ 0.55									\$ 27.50
SUM OF ODC's												\$ 18,195.96
Task 6 - Bid Phase Services - Project 2												
Total Proposed Fee for:											LUMP SUM	\$ 42,985.58
Total Fee for all Services:											LUMP SUM	\$ 1,056,082.97

EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES
Lubbock Preston Smith International Airport
LBB TWY L Extension, Taxiway Addition, and Apron Expansion Project
Ferguson Consulting, Inc.

DESIGN AND BIDDING PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV ENG	CIV ENG III	CIV ENG I	SENIOR ELEC ENG	ELEC ENG II	Airfield Designer	CADD Tech	UTILITIES ENG III	Senior Proj Administrator	TOTAL
Task 1 - 30% Design Phase Services												
Task 1.01 Prepare 30% Design Documents												0.0
Task 1.01.01 Civil Drawings		18.0										172.0
Task 1.01.02 Electrical / NAVAIDs Drawings							38.0	60.0	48.0		8.0	0.0
Task 1.01.03 Structural Drawings												24.0
Task 1.01.04 Phasing Drawings		4.0					8.0		12.0			6.0
Task 1.01.05 Construction Durations		2.0					4.0					0.0
Task 1.01.06 Safety and Security Drawings												0.0
Task 1.01.07 Technical Specifications		12.0					12.0				4.0	28.0
Task 1.01.08 Engineer's Report		8.0					12.0				2.0	22.0
Task 1.01.09 CSPP												0.0
Task 1.01.09 CMP												0.0
Task 1.01.10 Opinion of Probable Construction Cost												0.0
Task 1.01.10.01 Civil												0.0
Task 1.01.10.01 Electrical		4.0					10.0	10.0				24.0
Task 1.01.10.01 Structural												0.0
Task 1.01.10.01 Drainage												0.0
Task 1.01.10.01 Utilities												0.0
Task 1.02 Perform In-House Quality Control Review - 30% Design Documents												
Task 1.02.01 Civil												0.0
Task 1.02.02 Electrical / NAVAIDs		4.0					8.0		12.0			24.0
Task 1.02.03 Structural												0.0
Task 1.02.04 Drainage												0.0
Task 1.02.05 Utilities												0.0
Task 1.02.06 Constructability												0.0
Task 1.02.07 Safety and Security												0.0
Task 1.02.08 CSPP												0.0
Task 1.02.09 CMP												0.0
Task 1.02.10 General												0.0
Task 1.02.11 Opinion of Probable Construction Cost												0.0
Task 1.03 Submit 30% Design Documents		2.0					2.0				2.0	6.0
Task 1.04 Meetings / Presentations												
1 Task 1.04.01 Design Kick-Off Meeting							12.0					12.0
8 Task 1.04.02 Design Development / Coordination Meetings							12.0	8.0				20.0
1 Task 1.04.03 Site Investigation							4.0					4.0
1 Task 1.04.04 FAA Coordination Meetings (Onsite)							4.0					4.0
1 Task 1.04.05 FAA Coordination Meetings (Teleconference)		4.0					4.0	4.0				12.0
1 Task 1.04.06 30% Design Documents Review Meeting		2.0					2.0	2.0				6.0
8 Task 1.05 Project Management and Administration		2.0									2.0	4.0
TOTAL HOURS	0.0	62.0	0.0	0.0	0.0	0.0	132.0	84.0	72.0	0.0	18.0	366.0
RATE \$	\$ -	\$ 218.40	\$ -	\$ -	\$ -	\$ -	\$ 187.20	\$ 153.92	\$ 93.60	\$ -	\$ 114.40	
TOTAL LABOR \$	\$ -	\$ 13,540.80	\$ -	\$ -	\$ -	\$ -	\$ 24,710.40	\$ 12,929.28	\$ 6,739.20	\$ -	\$ 2,059.20	\$ 59,978.88

EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES
Lubbock Preston Smith International Airport
LBB TWY L Extension, Taxiway Addition, and Apron Expansion Project
Ferguson Consulting, Inc.

DESIGN AND BIDDING PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV ENG	CIV ENG III	CIV ENG I	SENIOR ELEC ENG	ELEC ENG II	Airfield Designer	CADD Tech	UTILITIES ENG III	Senior Proj Administrator	TOTAL
OTHER DIRECT NON-SALARY COSTS												
TRAVEL												
	#People	#Days	Flight @ \$ 825.00	Car @ \$ 80.00	Lodging @ \$ 150.00	Per Diem @ \$ 50.00	Tolls @ \$ -	No. of Times				
Task 1.04.01 Design Kick-Off Meeting	1	2	\$ 1,650.00	\$ 160.00	\$ 300.00	\$ 100.00	\$ -	1				\$ 965.00
Task 1.04.03 Site Investigation	1	2	\$ 1,650.00	\$ 160.00	\$ 300.00	\$ 100.00	\$ -	1				\$ 965.00
Task 1.04.04 FAA Coordination Meetings (Onsite)	1	2	\$ 1,650.00	\$ 160.00	\$ 300.00	\$ 100.00	\$ -	1				\$ 965.00
Task 1.04.06 30% Design Documents Review Meeting	3	2	\$ 2,475.00	\$ 160.00	\$ 300.00	\$ 300.00	\$ -	1				\$ 2,735.00
												\$ 5,630.00
MILEAGE	300		Miles @ \$ 0.55									\$ 165.00
SUM OF ODC's												\$ 5,795.00
Total Proposed Fee for:												\$ 65,773.88
Task 1 - 30% Design Phase Services												
Task 2 - 60% Design Phase Services												
Task 2.01 Incorporate 30% Review Comments												\$ 36.00
Task 2.02 Prepare 60% Design Documents												
Task 1.01.01 Civil Drawings												0.00
Task 1.01.02 Electrical / NAVAIDs Drawings	12.0						48.0	60.0	72.0			192.00
Task 1.01.03 Structural Drawings												0.00
Task 1.01.04 Paving Drawings	2.0						8.0		8.0			18.00
Task 1.01.05 Construction Drawings	2.0						4.0					6.00
Task 1.01.06 Safety and Security Drawings												0.00
Task 1.01.07 Technical Specifications	2.0						6.0	4.0			2.0	14.00
Task 1.01.08 Engineer's Report	2.0						4.0	4.0			2.0	12.00
Task 1.01.09 CSPP												0.00
Task 1.01.09 CMP												0.00
Task 1.01.10 Opinion of Probable Construction Cost												0.00
Task 1.01.10.01 Civil												0.00
Task 1.01.10.01 Electrical	2.0						12.0	6.0	6.0			26.00
Task 1.01.10.01 Structural												0.00
Task 1.01.10.01 Drainage												0.00
Task 1.01.10.01 Utilities												0.00
Task 2.03 Perform In-House Quality Control Review - 60% Design Documents												
Task 1.02.01 Civil												0.00
Task 1.02.02 Electrical / NAVAIDs	4.0						10.0	4.0	12.0			30.00
Task 1.02.03 Structural												0.00
Task 1.02.04 Drainage												0.00
Task 1.02.05 Utilities												0.00
Task 1.02.06 Constructability												0.00
Task 1.02.07 Safety and Security												0.00
Task 1.02.08 CSPP												0.00
Task 1.02.08 CMP												0.00
Task 1.02.10 General												0.00
Task 1.02.11 Opinion of Probable Construction Cost												0.00
Task 2.04 Submit 60% Design Documents												
Task 2.05 Meetings / Presentations	2.0						2.0		6.0		2.0	12.00
Task 2.05.01 Design Development / Coordination Meetings												24.00
Task 2.05.02 FAA Coordination Meetings (Onsite)	4.0						12.0	8.0				0.00
Task 2.05.03 FAA Coordination Meetings (Teleconference)	4.0						4.0	4.0				12.00
Task 2.05.04 60% Design Documents Review Meeting	2.0						2.0	2.0			6.0	0.00

EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES
Lubbock Preston Smith International Airport
LBB TWY 1 Extension, Taxiway Addition, and Apron Expansion Project
Ferguson Consulting, Inc.

DESIGN AND BIDDING PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV/ENG	CIV/ENG III	CIV/ENG I	SENIOR ELEC/ENG	ELEC/ENG II	Airfield Designer	CADD Tech	UTILITIES ENG III	Senior Proj Administrator	TOTAL
8 Task 2.06 Project Management and Administration		2.0									2.0	4.0
TOTAL HOURS	0.0	40.0	0.0	0.0	0.0	0.0	116.0	100.0	128.0	0.0	8.0	392.0
RATE	\$ -	\$ 218.40	\$ -	\$ -	\$ -	\$ -	\$ 187.20	\$ 153.92	\$ 93.60	\$ -	\$ 114.40	
TOTAL LABOR \$	\$ -	\$ 8,736.00	\$ -	\$ -	\$ -	\$ -	\$ 21,715.20	\$ 15,392.00	\$ 11,980.80	\$ -	\$ 915.20	\$ 58,735.20
OTHER DIRECT NON-SALARY COSTS												
TRAVEL												
	#People	#Days	Flight @ \$ 625.00	Car @ \$ 80.00	Lodging @ \$ 180.00	Per Diem @ \$ 50.00	Tolls @ \$ -	No. of Times				
Task 2.05.02 FAA Coordination Meetings (Onsite)	0	2	\$ -	\$ 80.00	\$ -	\$ -	\$ -	0				\$ -
Task 2.05.04 60% Design Documents Review Meeting	3	2	\$ 1,875.00	\$ 80.00	\$ 480.00	\$ 300.00	\$ -	1				\$ 2,735.00
												\$ 2,735.00
MILEAGE												
	150	Miles @ \$ 0.55										\$ 82.50
												\$ 2,817.50
SUM OF ODC's												
Total Proposed Fee for:												
Task 2 - 60% Design Phase Services												\$ 61,556.70
Task 3 - 90% Design Phase Services												
Task 3.01 Incorporate 60% Review Comments								4.0	8.0	24.0		36.0
Task 3.02 Prepare 90% Design Documents												
Task 3.02.01 Civil Drawings												
Task 3.02.02 Electrical / NAVAIDs Drawings	12.0						48.0	64.0	80.0			204.0
Task 3.02.03 Structural Drawings												
Task 3.02.04 Paving Drawings	2.0						4.0		4.0			10.0
Task 3.02.05 Construction Durations	2.0						4.0					6.0
Task 3.02.06 Safety and Security Drawings												
Task 3.02.07 Technical Specifications	4.0						12.0	4.0			2.0	22.0
Task 3.02.08 Engineer's Report	2.0						4.0	4.0			2.0	12.0
Task 3.02.09 CSPP												0.0
Task 3.02.09 CMP												0.0
Task 3.02.10 Opinion of Probable Construction Cost												
Task 3.02.10.01 Civil												0.0
Task 3.02.10.01 Electrical	2.0						14.0	8.0	4.0			26.0
Task 3.02.10.01 Structural												0.0
Task 3.02.10.01 Drainage												0.0
Task 3.02.10.01 Utilities												0.0
Task 3.03 Perform In-House Quality Control Review - 90% Design Documents												
Task 3.03.01 Civil												0.0
Task 3.03.02 Electrical / NAVAIDs												0.0
Task 3.03.03 Structural	6.0						12.0	8.0	14.0			40.0
Task 3.03.04 Drainage												0.0
Task 3.03.05 Utilities												0.0
Task 3.03.06 Constructability												0.0
Task 3.03.07 Safety and Security												0.0
Task 3.03.08 CSPP												0.0
Task 3.03.09 CMP												0.0
Task 3.03.10 General												0.0
Task 3.03.11 Opinion of Probable Construction Cost												0.0
Task 3.04 Submit 90% Design Documents		2.0					2.0		4.0		2.0	10.0

DESIGN AND BIDDING PHASE SERVICES

[illegible]

DESIGN AND BIDDING PHASE SERVICES

SCOPE / TASK TITLE													PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV/ENG	CIV ENG III	CIV ENG I	SENIOR ELEC ENG	ELEC ENG II	Airfield Designer	CADD Tech	UTILITIES ENG III	Senior Proj Administrator	TOTAL	
Task 4.03.11 Opinion of Probable Construction Cost																									0.0
Task 4.04 Submit Final Design (Bld) Documents														2.0					2.0					2.0	6.0
Task 4.05 Meetings / Presentations														2.0					8.0	8.0					18.0
2 Task 4.05.01 Design Development / Coordination Meetings																								0.0	
4 Task 4.06 Project Management and Administration																								0.0	
TOTAL HOURS													0.0	26.0	0.0	0.0	0.0	0.0	78.0	58.0	80.0	0.0	4.0	246.0	
RATE													\$ -	\$ 218.40	\$ -	\$ -	\$ -	\$ -	\$ 187.20	\$ 153.92	\$ 93.60	\$ -	\$ 114.40		
TOTAL LABOR \$													\$ -	\$ 5,678.40	\$ -	\$ -	\$ -	\$ -	\$ 14,601.60	\$ 8,927.36	\$ 7,488.00	\$ -	\$ 457.60	\$ 37,152.96	
OTHER DIRECT NON-SALARY COSTS																									
TRAVEL																									
N/A													#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of Times					
													0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0				
MILEAGE													0	Miles @ \$ 0.55											
SUM OF ODC's																									
Total Proposed Fee for:													Task 4 – Final Design (Bld Documents) Phase Services												
													LUMP SUM \$ 37,152.96												
Task 5 – Bid Phase Services - Project 1																									
Task 5.01 Provide Bidding Assistance														4.0					12.0					0.0	
Task 5.02 Respond to Bidder / Contractor Inquiries														1.0					14.0	12.0	24.0			16.0	
Task 5.03 Issue Addenda																							51.0		
Task 5.04 Evaluate Bids																							0.0		
Task 5.05 Meetings / Presentations																									
1 Task 5.05.01 Pre-bid Conference																			12.0				12.0		
1 Task 5.05.02 Bid Opening																							0.0		
Task 5.06 Prepare Conformd Construction Documents																			4.0	4.0	8.0		16.0		
4 Task 5.07 Project Management and Administration														2.0									4.0		
TOTAL HOURS													0.0	7.0	0.0	0.0	0.0	0.0	42.0	16.0	32.0	0.0	2.0	99.0	
RATE													\$ -	\$ 218.40	\$ -	\$ -	\$ -	\$ -	\$ 187.20	\$ 153.92	\$ 93.60	\$ -	\$ 114.40		
TOTAL LABOR \$													\$ -	\$ 1,528.80	\$ -	\$ -	\$ -	\$ -	\$ 7,862.40	\$ 2,462.72	\$ 2,995.20	\$ -	\$ 228.80	\$ 15,077.92	
OTHER DIRECT NON-SALARY COSTS																									
TRAVEL																									
Task 5.05.01 Pre-bid Conference													#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of Times					
													1	1	\$ 625.00	\$ 80.00	\$ 160.00	\$ 50.00	\$ -	-	1				
MILEAGE													50	Miles @ \$ 0.55											
SUM OF ODC's																									
Total Proposed Fee for:													Task 5 – Bid Phase Services - Project 1												
													LUMP SUM \$ 15,780.42												

DESIGN AND BIDDING PHASE SERVICES

Task 6 -- Bid Phase Services - Project 2



February 8, 2024

Ms. Jacquie Martinez
Parkhill
800 S. Polk Street, Suite 200
Amarillo, TX 79101

Re: Proposal for Professional Services
Additional Surveying Services LBB Taxiway L Extension Project
5401 N Martin L King Blvd Lubbock, TX 79403

Dear Ms. Martinez:

Parkhill is pleased to have the opportunity to provide this Proposal for Utility Survey Services for the referenced Project.

SCOPE OF SERVICES, DELIVERABLES, AND TIMELINE

Parkhill's Survey Sector will prepare additional Surveying Services for the LBB Taxiway L Extension Project. It is our understanding this additional Survey will include runway edge shots along Runway 17R-35L, as necessary, to merge existing 2023 Survey for this Project with data sets collected by Parkhill survey crews in the last 5 years.

In addition to this data merge, our Crews expect to escort Criado, our Subsurface Utility Engineering (SUE) Subconsultant for one week on site. Parkhill will collect measurements of marked and potholed underground utility locations.

All of this survey data will be merged with the 2023 Survey Data Set and submitted for your design. Our expectations are that a two-man Survey Crew will be on site collecting runway edge shots for 2 full days. One Survey Technician (Fred Engstrom) will be on site for 5 full days escorting Criado and collecting utility data. In addition to these 2 planned trips, we have budgeted a one-man Survey Crew for 3 "buffer days" to account for any additional surveying, escorting, or other miscellaneous field trips that might come up during the course of this additional Survey Work.

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Boundary Surveying
- ALTA / NSPS Surveying
- Title Commitments / Title Searches

Expected delivery date for submitting our Work can be negotiated upon receipt of Notice to Proceed.

COMPENSATION

Our fee for the Scope of Services described above will be based on a lump sum amount of \$34,000.

Ms. Jacquie Martinez
Parkhill

Page 2


02/08/2024

If this Proposal meets your expectations, you may indicate your acceptance by returning one signed copy of this Proposal to our office. We will consider receipt of the countersigned Proposal as Notice to Proceed.

We appreciate the opportunity to Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL

By 
Sam Wyatt, RPLS
Professional Surveyor | Principal

Survey Project Number: 4064023 Task 0200

PARKHILL

Accepted By: _____

Title: _____

Date: _____

Project Number: _____

SWW/rmg
Enclosures: Pothole Locations Exhibit



TOPOGRAPHIC SURVEY

Parkhill has been retained by Lubbock Preston Smith International Airport (LBB) to prepare a fee for Design and Bid Phase Services related to the LBB TWY L Extension, Taxiway Addition, and Apron Expansion Project. Please provide a proposal to perform limited Topographic surveying in relation to this work and as necessary with any related Subsurface Utility Engineering Investigation survey assistance. The following should provide guidance on proposal expectations. If you feel a necessary service is omitted, please include such recommendations in your proposal. Please contact Jacquie Martinez directly at jmartinez@parkhill.com or 806.378.8621 with any questions or concerns.

DELIVERABLES FORMAT

Provide deliverable data in the following format:

- Coordinates: Texas State Plane
State Plane Zone: Texas North Central – 4202
- Vertical Datum: North American Vertical Datum 1988 (NAVD88)
- Geodetic (Horizontal) Datum: North American Datum 1983 (NAD83)
- Benchmark(s) should remain consistent with the Preliminary Engineering Phase of this Project (based off Primary Airport Control Station).
- Provide elevation data on all flow lines and exposed pipes, conduits, and structures including existing sanitary/storm sewer flow lines, culvert/inlet flow lines, and other identifiable utilities including coordination necessary for SUE subconsultant work through exploratory trenching. Anticipate five days of field time for SUE work.
- Provide an AutoCAD-compatible electronic drawing merged with existing data from Preliminary Engineering Phase of this Project.
- Entity color and line type shall be "by-layer," coordinated to match existing electronic drawing.
- Provide all contours, breaklines, TIN elements, and existing ground shots on elevation. (Extraneous shots for locating features not on the ground surface should be on elevation but separate layer from ground surface shots.)
- Line work shall be all on elevation "0."
- Points should be blocks with elevation, point number, and descriptor attributes.
- Provide a comma-delimited ASCII text file of all points obtained in the following format:
 - POINT #, NORTHING, EASTING, ELEVATION, DESCRIPTION.
- Provide an AutoCAD color table file (*.CTB) for plotting styles.
- Provide a point-codes description list describing abbreviations and symbols used.

Topographic Survey Deliverables

Include the following ground feature criteria at minimum:

- Provide shots on edge of RWY 17R-35L paved shoulder as necessary to make previous data "whole".
- Provide four days field time for miscellaneous on-site survey during design along with necessary in-office processing time.

Utility Survey Deliverables

Surveyor to coordinate with SUE subconsultant and various utility providers to have additional buried utilities marked as necessary. Such utility information shall be shown on completed survey along with the following minimum utility criteria:

- **Municipal Utilities:** Water, sewer, storm sewer, fire-protection lines, post-indicator valves, culverts, inlets, fire hydrants, meter boxes, valve boxes, cleanouts, manholes, catch basins.
- **Municipal Franchisee Utilities:** Electric, natural gas, phone, cable, street lighting, other communications systems including meters, meter boxes, valve boxes, poles, guy wires.
- **Non-Franchisee Utilities:** Overland fiber optic, crude oil, natural gas, raw water transmission, oil wells, oil flow lines.
- **Private Utilities:** On-site utilities typically extending from property line to existing building, private storm sewer and culverts, central plant utilities, buried tanks, septic fields, water wells, irrigation system valve boxes.
- Any utilities located through exploratory trenching.
- Provide surveying/escort services for SUE subconsultant up to five full days.
- Attend two-to-three meetings with SUE subconsultant for any utility clarifications.

Site Access

Project will be in a secured area of the airport. Badging will be required.

Frequency is 121.9

Deadlines

Please provide requested proposal by January 19, 2024, so we may keep our Owner-provided deadlines. A scoping meeting will be held with SUE subconsultant to clarify any proposal request clarifications. Refer to attached proposal request for SUE subconsultant.

CRIADO

Civil Engineering | Land Surveying | SUE | CE&I

Jacquie Martinez
VIA EMAIL: jamartinez@parkhill.com
Parkhill
Project Manager

2/1/2024

RE: Subsurface Utility Engineering – Lubbock Taxiway L Extension Project

Dear Ms. Martinez,

Criado & Associates, Inc (CAI) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) required for the above-referenced project. This proposal is based on the information provided in the email sent to Patrick Dunn.

Introduction

CAI will perform the SUE field work required for this project as requested.

It is the responsibility of the CAI to perform due-diligence with regard to records research (QL "D") and acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable "one call" agency, visually inspecting the work area for evidence of utilities; and reviewing the available utility record information. Utilities that are not identified through these efforts will be here forth referred to as "unknown" utilities. CAI personnel will scan the defined work area using electronic prospecting equipment to search for "unknown" utilities. However, CAI is not responsible for designating and locating "unknown" utilities that were not detected while scanning the work area.

Scope of Work

Based on the information provided by Parkhill, CAI has developed a preliminary scope for the SUE work required for this project. For this project, CAI will provide

QL"B"

QL "B" will include identification and designation of Public & Franchise Utilities (Water/ Wastewater, Storm Drains, Gas, Natural Gas, Fiber Optic Cable, Underground Electric, Underground Telephone, etc.). Investigation will include limits within expansion and surrounding area to identify all utility crossings.

Designating Procedures

Prior to beginning field designating activities, CAI's field manager will review the project scope of work and available utility records. Once these initial reviews are complete, the field manager and technicians will begin designating the approximate horizontal position of known subsurface utilities within the specified project limits. A suite of geophysical equipment (electromagnetic induction, magnetic) will be used to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable). Non-metallic/non-conductive utilities will be designated using other proven methods, such as rodding. Where access is available, a sonde will be inserted into the utility line (e.g. PVC gravity sewer pipe) to provide a medium for signal transmission, which can then be designated using geophysical equipment.

CRIADO

Civil Engineering | Land Surveying | SUE | CE&I

Quality Level-A (QL-A) (Test Holes): CAI can perform Quality Level A (QL-A) Test Holes to confirm horizontal & vertical position of existing utilities at specific locations within the project. CAI proposes ten (10) QL-A Test Holes within natural ground to be performed under two separate mobilizations. We estimate a production rate of 4 THs per day at an average depth of 0' – 8' per day.

- **Quality Level-A (QL-A) (Test Holes)** – Excavate by nondestructive means existing utilities establishing a confirmed vertical & horizontal location to be surveyed and visually depicted (Vertical alignment). QL-A Locates will be performed in accordance with CI/ASCE 38-02 to Quality Level “A” as described below:
 - a) Notify Texas 811 of the project and coordinate with franchise utilities and representatives of gas pipeline companies in the project area.
 - b) If necessary; coordinate permitting and any Traffic Control with Local and state agencies for collecting SUE data. – **Taxiway closures and escorts to be coordinated by client.**
 - c) Expose and locate utilities at specific locations.
 - d) Tie horizontal and vertical location of utility to survey control.
 - e) Provide utility size and configuration.
 - f) Provide surface thickness and type, where applicable. **(Assumed THs outside of pavement areas)**
 - g) Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.
 - h) Survey each SUE location and provide N&E locations tied to the topographic survey controls.

Deliverables

1. Field Sketch of all identified field investigation for existing utilities
2. Existing Utility Layout submitted CAD (.dgn or .dwg) reflecting field findings.

Schedule

CAI can commence work within two weeks of receiving the notice to proceed (NTP). It is estimated that the QL “B” SUE field work can be completed within three (3) days.

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Civil Engineering | Land Surveying | SUE | CE&I

Estimated Fee

CRIADO FEE SCHEDULE		CLIENT: Parkhill		PROJECT: Lubbock Turnway Extension									
LABOR	BILLING RATE/HR.	Director	Professional Engineer	S.R. PROJECT MANAGER	Field Manager	Utility Coordinator	Sr.CADD TECH	Sr. Survey Technician	UTILITIES FIELD INSPECTOR	Pickup Truck (Day)	Contracts Administrator	TOTAL	
		\$ 295.00	\$ 195.00	\$ 285.00	\$ 173.00	\$ 160.00	\$ 146.00	\$ 160.00	\$ 120.00	\$ 125.00	\$ 110.00		
Office Support												22	
PM Management/ QA/QA/ Deliverables		0	2	4	4	0	10	0	0	0	2	22	
Records Research		0	0	0	0	0	0	0	0	0	0	0	
Total Cost		\$ -	\$ 390.00	\$ 1,140.00	\$ 692.00	\$ -	\$ 1,460.00	\$ -	\$ -	\$ -	\$ 220.00	\$ 3,902.00	
TBD												0	
TBD		0	0	0	0	0	0	0	0	0	0	0	
TASK 2 - Total Cost		\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUBTOTAL LABOR												\$ 3,902.00	

Quality Level B (QL-B) Designating	UNIT	QTY	RATE	SUBTOTAL	
Level B (min. 2,000 LF)	LF	0	\$ 2.00	\$ -	\$ 9,280.00
Two Person Survey Crew	HR	0	\$ 235.00	\$ -	
One Person Survey Crew	HR	0	\$ 115.00	\$ -	
Field Designating/QL-B	Day	2	\$ 2,600.00	\$ 5,200.00	
Survey of SUE	Day	0	\$ 1,860.00	\$ -	
MI Inspection/Mapping	EA	0	\$ 420.00	\$ -	
QL-B Mob/ DeMob	LS	1	\$ 3,500.00	\$ 3,500.00	
QL-B Per Diem	EA	4	\$ 145.00	\$ 580.00	
SUBTOTAL: Quality Level B (QL-B) Designating				\$ 9,280.00	

Quality Level A (QL-A) Test Holes	UNIT	QTY	RATE	SUBTOTAL	
Test Hole Depth (0' - 5')	EA	3	\$ 1,410.00	\$ 4,230.00	\$ 34,840.00
Test Hole Depth (5' - 8')	EA	3	\$ 1,890.00	\$ 5,670.00	
Test Hole Depth (8' - 13')	EA	3	\$ 2,550.00	\$ 7,650.00	
Test Hole Depth (13' - 20')	EA	1	\$ 3,750.00	\$ 3,750.00	
Core & Restore Pavement (10" Core)	EA	0	\$ 425.00	\$ -	
Test Holes (Day Rate)	Day	0	\$ 3,600.00	\$ -	
Ditch Trench (5' wide x 8' depth average)	Day	2	\$ 3,600.00	\$ 7,200.00	
QL-A Mob/ DeMob	LS	1	\$ 4,600.00	\$ 4,600.00	
QL-A Per Diem	EA	12	\$ 145.00	\$ 1,740.00	
Hydro Vac					
HydroVac (Slot Trenching)	HR	0	\$ 275.00	\$ -	
HydroVac (Backfill Crew)	HR	0	\$ 100.00	\$ -	
HydroVac (Backfill Material) (CY)	CY	0	\$ 100.00	\$ -	
HydroVac (Dumping Fee)	EA	0	\$ 200.00	\$ -	
SUBTOTAL: Quality Level A (QL-A) Test Holes				\$ 34,840.00	

ESTIMATED FEE SUMMARY		
SUBTOTAL LABOR		\$ 3,902.00
SUBTOTAL UNIT RATES		\$ 44,120.00
TOTAL ESTIMATED FEE		\$ 48,022.00

The total estimated cost to complete the work described herein is **(\$48,022.00)**.

Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced monthly upon the completion of proposed scope.

If additional Scope is needed, formal acceptance from Parkhill will be required and subsequent invoicing shall reflect applicable work assignments. This work may include, but is not limited to the following, which will require Parkhill approval prior to additional work performed;

- Each additional day of QL-B \$2,600.00/ Day (Approval needed by Parkhill)
 - Requisite Per Diem to be added
- Each additional day of QL-A \$3,600.00/ Day (Approval needed by Parkhill)
 - Requisite Per Diem to be added

CAI will invoice CLIENT on a Time and Material basis, for any additional days worked beyond the estimated time.

Should non-routine traffic control measures be required (barricades, flag person, changeable message boards, etc) these services will be considered extra and invoiced at cost. CLIENT will be notified if such circumstances arise, and CLIENTS approval will be necessary before commencement.

CRIADO

Civil Engineering | Land Surveying | SUE | CE&I

The fees quoted in this proposal will be honored for up to 45 days from the date of this proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service and trust that our association on this project will be mutually beneficial. If this proposal meets with your approval, please sign below or provide associated project work order. Please feel free to contact us if you have any questions or comments concerning this matter.

Regards,,

Rusty Wolff

Rusty Wolff
SUE Director

Criado & Associates, Inc.

APPROVED:

It is understood and agreed that by signing this proposal, access to the property referenced in this proposal is granted for the purpose of conducting field SUE work.

Parkhill:

By: _____
Print

Date: _____



SUBSURFACE UTILITY ENGINEERING REQUEST FOR PROPOSAL

Lubbock Preston Smith International Airport (LBB) retained Parkhill to prepare a fee for Design and Bid Phase Services related to the LBB TWY L Extension, Taxiway Addition, and Apron Expansion Project. Please provide a proposal to perform limited Subsurface Utility Engineering Investigation (SUE) and design assistance as part of the process. The following should guide proposal expectations. If a necessary service is omitted, please include such recommendations in your proposal and contact Jacquie Martinez directly at jamartinez@parkhill.com or 806.378.8621 with any questions or concerns.

GENERAL REQUIREMENTS

Subsurface Utility Engineering shall include, at minimum:

- ☐ SUE shall conform to American Society of Civil Engineers (ASCE) Guideline 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.
- ☐ SUE shall comply with EM 1110-1-1005 Engineering Design Control and Topographic Surveying.
- ☐ Coordination with Parkhill Surveying Subconsultant.
- ☐ Compile with Topographic Surveying Data.
- ☐ Quality Control Checks on compiled data.
- ☐ Provide a comma-delimited ASCII text file of all points obtained in the following format:
 - POINT #, NORTHING, EASTING, ELEVATION, DESCRIPTION
- ☐ Provide information to define all symbols and abbreviations used.
- ☐ Provide an electronic AutoCAD-compatible drawing with the following provisions:
 - Entity color and line type shall be "by layer."
 - All line work shall be on elevation "0."
 - Points shall be blocks with elevation, point number, and descriptor attributes.
- ☐ Provide one PDF file.
- ☐ Detail horizontal and vertical benchmark datum used, scale, North arrow, and magnetic North arrow.

UTILITY REQUIREMENTS

LEVEL A:

Proposal shall contain costs for a preliminary total of 10 locations for 3-D Level A data collection (see attached). Five, Level A areas are indicated. Additional five will be reserved for any recommendations based on evaluation of Level B work previously performed and potential exploratory trenching as discussed and agreed upon before work is performed. Data will be compiled with topographic survey results. Include necessary fees in your proposal to coordinate with topographic surveyor (Parkhill) to combine data.

LEVELS B, C, AND D:

Size and material of all utilities are documented and shown two dimensionally on supplied Drawings. Levels B, C, and D work at a minimum should include:

1. Evaluation of Levels B, C, and D work performed as part of the Preliminary Engineering Report.
2. Any recommendations derived from evaluation.

SITE ACCESS:

Project will be in a secure area of Airport so badging may be required. Parkhill surveying crew will also be with field crew during work performed at the Airport.

To meet our client's schedule, please submit your fee for consideration by January 19, 2024. For proposed work, we are requesting proposal be an hourly/reimbursable fee.



January 31, 2024

Mark D. Haberer, PE
Parkhill
4222 85th Street
Lubbock, TX 79423

Subject: Taxiway L Extension, Taxiway Addition, and Apron Expansion Project at Lubbock Preston Smith International Airport (LBB)

Dear Mark D. Haberer, PE:

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to provide an Independent Peer Review of the Final Design at the 90% submittal for the above-referenced project.

Project Understanding

Our proposal is based on your request for services dated January 24, 2024.

Scope of Services

After receipt of authorization to proceed, Mead & Hunt shall provide the requested services to independently review the Final Design. This shall include a review and comments of:

- Review the proposed pavement design from FAARFIELD then provide alternatives to the pavement typical section.
- Review pavement geometry for compliance with FAA AC 150/5300-13B.
- Review drainage design and recommend changes.
- Review airfield lighting, signage improvement details, and recommend changes.
- Review the new utility layout and recommend changes.
- Review the Phasing Plan, construction durations, and recommend changes.
- Review Opinion of Cost and recommend changes.
- Advise on key Advisory Circulars, Engineering Briefs, etc. that should be referenced but are not. Review Plans and Specifications in their entirety and recommend necessary changes.

Mead & Hunt will provide comments via Bluebeam Revu of Consultants PDF's, and/or tabularized in a comment matrix in Excel.

Responsibilities of Parkhill

Scope of Services and Compensation are based on Parkhill performing or providing the following:

Mark D. Haberer, PE

January 31, 2024

Page 2

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Available data, drawings, and information related to this project.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.
- A summary meeting to review comments and questions by Mead & Hunt.

Work Not Included in the Scope of Services

The following items are excluded from this agreement and will be provided by Parkhill. Mead & Hunt can provide Additional Services only as authorized by Parkhill:

- Project site visit
- Stamped drawings
- CAD design
- Renderings

Project Schedule

- Review documentation within two (2) weeks of receipt

Compensation

The work described under the Scope of Services will be performed on a lump-sum basis. Parkhill will pay Mead & Hunt eighteen thousand six hundred sixty dollars (\$ 18,660.00) as engineering fees for the work performed under this contract.

Mark D. Haberer, PE

January 31, 2024

Page 3

Authorization

The Scope of Services and Compensation stated in this proposal are valid for thirty (30) days from the date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Parkhill and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed per the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* which is attached hereto and made part of this Agreement and labeled as Exhibit A.

We appreciate the opportunity to submit this proposal to Parkhill.

Respectfully submitted,

MEAD & HUNT, INC.

Exhibit A. General Terms and Conditions



TERRA TESTING, LLC

LUBBOCK | DALLAS | SAN ANTONIO | WWW.TERRA-TESTING.COM

February 12, 2024

Proposal No. L240212-01

Mark Haberer, PE, CM

Director of Aviation

Parkhill

4222 85th Street

Lubbock, TX 79423

Re.: Proposal for the Geotechnical Design Review based on
STR 2678L LBB TWY L Extension, Taxilane Addition, and Apron Expansion
Lubbock, Lubbock County, Texas

Dear Mr. Haberer,

INTRODUCTION

Terra Testing, LLC (**Terra**) is pleased to submit this proposal to perform a geotechnical investigation for the above-referenced project. Terra Testing, LLC shall be referenced as "Consultant" and **Parkhill** as "Client."

Title 10, Subtitle F, Chapter 2254 of the Texas Government Code prohibits a governmental agency and its agents from selecting a provider of professional services based on competitive bids. Therefore, Terra has assumed that Terra has been selected to provide these services based on our qualifications and will not be violating state law by providing this priced proposal.

We understand that the FAA is constructing a new **LBB TWY L Extension, Taxilane Addition, and Apron Expansion to the Lubbock Preston Smith International Airport in Lubbock, TX.**

GEOTECHNICAL DESIGN REVIEW

Per the email dated Jan.12, 2024, sent at 14:38H by Ms. Jacquie Martinez with Parkhill, we plan to assist Parkhill with design elements utilizing geotechnical data collected and analyzed in the geotechnical engineering report STR 2678L LBB TWY L Extension, Taxilane Addition, and Apron Expansion Preliminary Engineer Report Project dated January 5, 2024. The report should include, at minimum:

1. Review of proposed pavement sections confirming compliance with AC 150/5320-6E and recommendations in the Geotechnical Report.
2. Review of proposed design specifications related to pavement sections and recommended testing procedures through the Construction Phase.
3. Review the proposed Construction Management Plan (CMP) to ensure completeness of required testing and adequacy of test frequency.
4. Anticipate engagement in reviews at the 60% and 90% milestones.

ENVIRONMENTAL | GEOTECHNICAL | MATERIALS TESTING & INSPECTION

REMIT TO: P. O. BOX 16605 | LUBBOCK | TEXAS 79490-6605 | T: 806-793-4767 | F: 806-793-4768



FIELD INVESTIGATION

Perform in-situ Field Permeability test at three (3) locations to provide permeability of the existing soil.

COST ESTIMATE

Based on the scope of work outlined herein, we propose to perform the Geotechnical Design Review for a lump sum fee of **\$18,000.00**.

In-situ Field Permeability **\$450.00 X 3 = \$1,350.00**.

TERMS AND CONDITIONS

Our services will be performed in accordance with the attached **Agreement for Services**. To indicate acceptance of our proposal, please prepare two copies of the contract, sign them, and send them to us for our signature along with a written notice to proceed, which shows the required start date. We will return a signed copy for your files.

We thank you for the opportunity to submit this proposal, and we look forward to working with you on this exciting project. Please contact me at 806-777-0786 if you have any questions or need additional information.

Sincerely,

Terra Testing, LLC

Ajit "AJ" Govindan, Ph.D.
President

cc. File

240212-13.23H Geotechnical Design Review for LBB TWY L Extension Lubbock TX.docx



GEOTECHNICAL DESIGN REQUEST FOR PROPOSAL

Parkhill has been retained by Lubbock Preston Smith International Airport (LBB) to prepare a fee for Design and Bid Phase Services related to the LBB TWY L Extension, Taxilane Addition, and Apron Expansion Project. This is the next phase of Project which Terra performed a full-scale geotechnical investigation as part of Preliminary Engineering Report.

Please provide a proposal to perform Geotechnical Design assistance as part of the process. The following should give guidance on proposal expectations. If you believe a necessary service was omitted, please include such recommendations in your proposal. For any questions, please contact Jacquie Martinez directly at jamartinez@parkhill.com or 806.378.8621.

REPORT AND DELIVERABLES

Please include supplemental tests, calculations, or observations as necessary to make recommendations in the final report as noted. Provide a report detailing your findings and recommendations based on coordination with Parkhill on design elements utilizing geotechnical data collected and analyzed in geotechnical engineering report for LBB TWY L Extension, Taxilane Addition, and Apron Expansion Preliminary Engineer Report Project dated January 5, 2024. Report should include, at minimum:

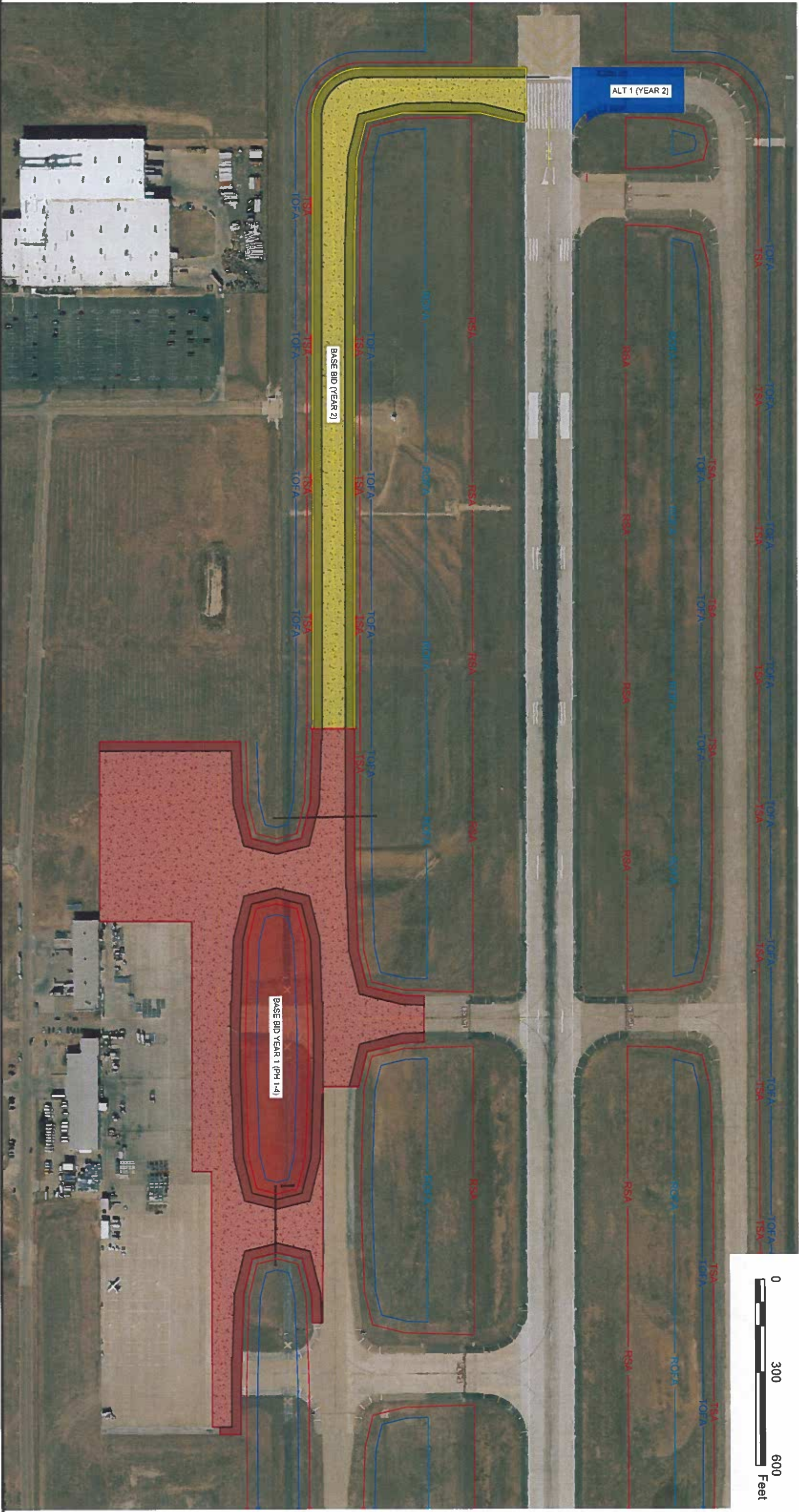
1. Review of proposed pavement sections confirming compliance with AC 150/5320-6E and recommendations in the Geotechnical Report.
2. Review of proposed design specifications related to pavement sections and recommended testing procedures through Construction Phase.
3. Review of proposed Construction Management Plan (CMP) to ensure completeness of required testing and adequacy of test frequency.
4. Anticipate engagement in reviews at the 60% and 90% milestones.

Site Access:

This Project will be in a secure area of the Airport so badging is required.

Deadlines:

Please provide requested proposal by January 19, 2024, so we may keep our own deadlines as given to us by Owner. Feel free to contact us with any questions.



**Taxiway L Extension &
Apron Expansion**

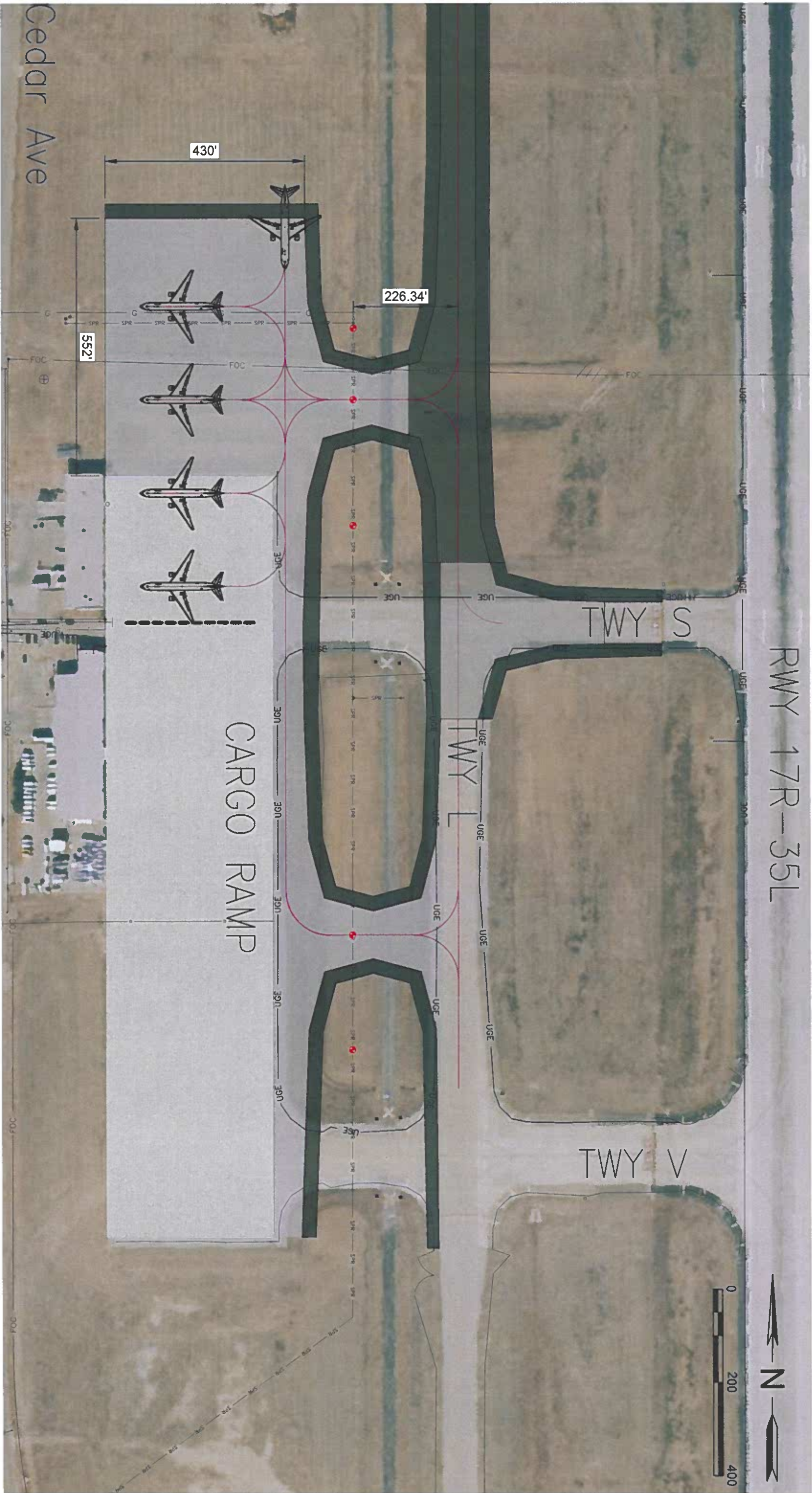
Lubbock Preston Smith International Airport
Lubbock, Texas

RS&H Parkhill

Parkhill.com

**Exhibit
Proposed Alternates**

Issue:
Date: 2/7/202
Project No: 40522.2
Sheet:



SUE Level A Exploration
Taxiway L Extension
Lubbock Preston Smith International Airport
Lubbock, Texas

Note: For each pothole location exploratory trenching may be required. Exact locations to be determined.



Pothole Locations Exhibit
Issue: Design Phas
Date: 01/15/202
Project No:
Sheet:

City of Lubbock, TX
Capital Project
Project Cost Detail
August 13, 2024

Capital Project Number:	92772
Capital Project Name:	Extend Taxiway L, Taxilane Addition, and Apron Expansion

	<u>Budget</u>
<i>Encumbered/Expended</i>	
Kutchins & Groh, LLC - IFE Environmental	\$ 4,300
Kutchins & Groh, LLC - IFE PE Review	2,055
Parkill Amendment #7 - Contract 15310 Preliminary Engineering	1,090,476
Kutchins & Groh, LLC - IFE Design Review	5,455
 <i>Agenda Item August 13, 2024</i>	
Parkill Amendment #8 - Contract 15310 Design	2,381,315
 <i>Encumbered/Expended To Date</i>	 <u>3,483,601</u>
 <i>Estimated Costs for Remaining Appropriation</i>	
	<u>1,021,599</u>
<i>Remaining Appropriation</i>	<u>1,021,599</u>
 Total Appropriation	 <u><u>\$ 4,505,200</u></u>



CIP 92772 Extend Taxiway L, Taxiline Addition, and Apron Expansion

Infrastructure Improvements

Project Manager: Kelly Campbell - Aviation Oper - Field Maint

Project Scope

The project scope includes:

- Extending TXY L to the north end of RWY 17R-35L, including two taxiway connections aligning with TXY M and TXY T on the east side of the RWY.
- Adding a new taxi lane along the east side of the cargo ramp.
- Realigning TXYs S and V between TXY L and the cargo ramp to remove direct access points to the RWY.
- Expanding the cargo ramp to the north to accommodate additional aircraft parking and potentially the reconstruction of TXYs M and T on the east side of the RWY within the Runway Safety Area.

Project Justification

Extension of the taxiway will provide improved access to Runway 17R for cargo and general aviation operations, eliminating the need for aircraft to cross Rwy 17R/35L to access Twy M, reducing taxi time, and maximizing airfield system efficiency.

Substantial cargo operations (FedEx and UPS) exist at LBB. The existing ramp is leased at near capacity. Expansion of the cargo ramp will provide opportunity for the use of larger aircraft and expanded operations as well as potential increased revenue to the airport.

Project Highlights

Council Priorities Addressed: Growth and Development

Project History

- FY 2022-23 \$1,705,200 was appropriated by Ord. 2022-00136
- FY 2023-24 \$2,800,000 was appropriated by Ord. 2023-00108

Project Dates

Consultant Selection: Parkhill & RS&H, selected through 5 year master A/E contact May 2020
Preliminary Engineering Design Services
Negotiation: October 2022 – April 2023
Preliminary Engineering Design Contract
Award/Grant Acceptance: August 2023
Project Design Start Date: August 2023
Project Design End Date: April 2024
Full Design Services Negotiation: January 2024 – May 2024
Full Design Contract Award/Grant Acceptance: July 2024
Project Design Start Date: July 2024
Project Design End Date: April 2025
Bid: TBD
Construction award/grant acceptance: TBD
Project Construction Start Date: TBD
Project Construction End Date: TBD
*Bid, construction contract award, and grant acceptance are dependent upon FAA guidance and available funding. It is likely the effort will be broken into phases to accommodate funding restrictions and/or the ability to obtain a multi-year grant.

Project Location

5402 N. Martin Luther King Boulevard, Lubbock, TX 79403

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$4,505,200	\$6,684,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$49,016,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$4,505,200	\$55,700,000	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
AIP Discretionary	\$0	\$18,500,000	\$0	\$0	\$0	\$0	\$0
Airport Fund Cash	\$450,520	\$0	\$0	\$0	\$0	\$0	\$0
PFC Fund Bonds	\$0	\$5,600,000	\$0	\$0	\$0	\$0	\$0
AIP Grant	\$0	\$16,200,000	\$0	\$0	\$0	\$0	\$0
BIL Grant	\$4,054,680	\$15,400,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$4,505,200	\$55,700,000	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to VCC Management, LLC, dba Vogue College, located at 1712 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

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

VCC Management, LLC is renovating their property at 1712 34th Street, located within the 34th Street Empowerment Zone, as designated by the City of Lubbock. The scope of the facade project includes parking lot repair and exterior painting. The cost of the project is estimated to be \$49,200, and the requested grant amount is \$24,600. The Market Lubbock, Inc. Board of Directors approved this amount at their July 24, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$49,200, with \$24,600 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
VCC MANAGEMENT, LLC, DBA VOGUE COLLEGE AT 1712 34TH STREET
COMMERCIAL REVITALIZATION GRANT PROGRAM FAÇADE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 24, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to VCC Management, LLC, dba Vogue College, that is renovating its property at 1712 34th Street, which is located in the Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock. Since opening their doors over 40 years ago, Vogue College of Cosmetology has trained over 50,000 students. Known for their commitment to quality education, their cosmetology program is ranked top 10 in New Mexico and Texas, with many of their graduates pursuing rewarding beauty careers.

Façade expenses will include parking lot asphalt repair and exterior painting totaling \$49,200.

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

Grant VCC Management, LLC, dba Vogue College a Commercial Revitalization Grant Program Façade Grant for \$24,600 at 1712 34^h Street, which is in a Lubbock Neighborhood Empowerment Zone, once proof of payment has been submitted.

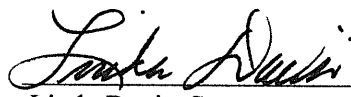
WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and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

Upon Motion by Director, Mr. Blake Womble, and Seconded by Director, Mr. Brett Cate,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with VCC Management, LLC, dba Vogue College, 1712 34th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC.
COMMERCIAL REVITALIZATION GRANT PROGRAM



1712 34th St.
(VCC Management, LLC, dba Vogue College)

TOTAL FAÇADE SCOPE OF WORK = \$49,200

FAÇADE GRANT = \$24,600



**Commercial Revitalization Grant Program
Presented to MLI Board
July 24, 2024**

Project 1712 34th St. (Façade)

VCC Management, LLC, dba Vogue College, is renovating their property at 1712 34th St., located within a Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

Since opening their doors over 40 years ago, Vogue College of Cosmetology has trained over 50,000 students. Known for their commitment to quality education, their cosmetology program is ranked top 10 in New Mexico and Texas, with many of their graduates pursuing rewarding beauty careers.

Façade expenses will include parking lot asphalt repair and exterior painting totaling \$49,200.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program Façade Grant for VCC Management, LLC totaling \$24,600 at 1712 34th St.



Commercial Revitalization Grant - Application

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

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Project Phone: 806.23.8241
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 04/22/24

Projected Project Start Date 05/06/24

Project Property Address 1712 34th St, Lubbock, TX 79411
Property LCAD R# R72741

GENERAL INFORMATION ABOUT THE COMPANY

Company Name VCC Management
Street Address 1101 S Capital of TX Hwy, Bld K, Suite 150
City, State, Zip Austin, TX 78746

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name Skylar McCaig
Title Operations
Phone Number 512-916-0077
Email smccaig@voque.edu

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐
Owner Approved ☐

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

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

Remove current asphalt on south and west side of building. Sawcut pot holes and replace sections. Seal cracks, asphalt overlay and restripe lot. Add 135ft x 2ft wide valley gutter from alley to street. Add approach to alley entrance. And add concrete strip on west side of lot to increase parking lot area.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Asphalt Repair	\$34,000	\$17,000
Supervising/Design of Asphalt Layout - Esparza	\$3,400	\$1,700
Paint Exterior	\$11,800	\$5,900
TOTAL	\$49,200	\$24,600

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

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
Betty Oates Oman	100%		

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

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

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

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

Is the firm receiving tax revenue from any government agency?

No ▼

Is the firm a non-profit entity?

No ▼

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

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

Market Lubbock, Inc. (MLI) requirements:

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

Application Packet:

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

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

Date Final Documents Received: _____

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

After completion of construction:

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

Proof of Payment:

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

Overview

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

Grant Types

- **Permittable Projects**
 - Improvements require a City of Lubbock permit
 - Improvements may be made to the exterior and/or interior of the property
 - Improvements must total a minimum of \$5,000
 - The permissible grant reimburses 10% of approved expenses up to a \$50,000 grant
 - Permittable scope of work that may be considered:
 - HVAC
 - Plumbing
 - Electrical
 - Structural
 - Any other work requiring a City of Lubbock permit
- **Façade Projects**
 - Improvements may or may not require a City of Lubbock permit

- Improvements must be made to the exterior of the property facing the most prominent street
- Improvements must total a minimum of \$1,000
- The façade grant reimburses 50% of approved expenses up to a \$25,000 grant
- Façade scope of work that may be considered:
 - Painting
 - New windows and doors
 - Signage
 - Landscaping
 - Parking lots
 - Awnings
 - Any other work that improves the appearance of the façade

Signature (not required for electronic submittals): _____

Date: _____

Daley's Superior Asphalt Manufacturing Inc.
420 E. Lehigh St.
Lubbock, TX 79403
806-744-2592
dsamoffice@gmail.com
http://daleysuperiorasphalt.com/

PAID
Check # 2008



INVOICE

BILL TO

Ernesto Esparza
Lindy Realty
1712 34th Street
Lubbock, Texas 79411 US

SHIP TO

Ernesto Esparza
Lindy Realty
1712 34th Street
Lubbock, Texas 79411 US

INVOICE # 17165**DATE 04/30/2024****TERMS Due on receipt**

CITY/STATE
Lubbock, Texas

PROJECT ADDRESS
1712 34th Street

SALES REP.
Sean/Jimmy

ACTIVITY	SERVICE	QTY	RATE	AMOUNT
Remove	Remove concrete ramp	1	0.00	0.00
Remove	Remove existing asphalt, cut to slope by alley	1	0.00	0.00
Clean	Clean complete lot	1	0.00	0.00
Prefill	Prefill low area and roll	1	0.00	0.00
Tack	Tack seal complete lot	1	0.00	0.00
Apply	Apply Petromat over cracks	1	0.00	0.00
Overlay	Overlay complete lot	1	0.00	0.00
Restripe	Restripe accordingly	1	0.00	0.00
Clean	Clean up project	1	0.00	0.00
Services		1	34,000.00	34,000.00

SUBTOTAL 34,000.00
TAX 0.00
TOTAL 34,000.00
BALANCE DUE **\$34,000.00**

Esparaza Construction

503 Colorado St
Austin TX 78701
361.779.4816

PAID
CK. NO. LB 2009
DATE 5/23/24

Invoice #: 024429

Invoice Date: May 5, 2024

Project Name: Vogue College 1712 34th St Lubbock: Parking Lot

Invoice Details:

- Site planning of parking lot tear out
- Coordinate & secure tenant temporary parking clients at alternative lot within 500 feet of property
- Supervising Daley's Asphalt team during length of project

Invoice amount: \$3,400

Due on receipt

VCCMA LLC

LUBBOCK

2009

Date	Type	Reference	Original Amount	Balance Due	Payment
05/05/2024	Bill	024429	3,400.00	3,400.00	3,400.00
			Check Amount		

Esparza Construction

503 Colorado St
Austin TX 78701
361.779.4816

Bid #: 024513

Bid Date: May 13, 2024

Project Name: Vogue College 1712 34th St Lubbock: Exterior Painting

Bid Details:

- Site prep
- Stucco repair, where needed
- Caulking
- Paint @ \$6/foot – 1,800 sq ft = \$10,800
- Logo stencil: \$1,000

Bid amount: \$11,800

**If you have any questions regarding this bid please let me know.
Thank you for your business!**

Esparza Construction 503 Colorado Street, Austin TX 78701 361-779-4816

1712 34th St. – Before Pictures





Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mixed Nutz Leasing, LLC, located at 1937 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Mixed Nutz Leasing, LLC is renovating their property at 1937 Texas Avenue, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes a new parking lot.

The cost of the project is estimated to be \$54,444, and the requested grant amount is \$25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their July 24, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$54,444, with \$25,000 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
MIXED NUTZ LEASING, LLC AT 1937 TEXAS AVENUE
DOWNTOWN GRANT PROGRAM FAÇADE GRANT**

STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 24, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Mixed Nutz Leasing, LLC, who is making improvements to the property located at 1937 Texas Avenue, and within the Downtown TIF.

Adam Vizcaino and Robbie Sanders created Mixed Nutz Leasing, L.L.C. on February 7th, 2022 as a corporation to title the property at 1941 Texas Ave. Mixed Nutz will lease the property to Schrader Roofing Company, another business owned by Mr. Sanders.

The scope of façade work will include a new parking lot totaling \$54,444 in expenses

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

Grant Mixed Nutz Leasing, LLC a Downtown Façade Grant totaling \$25,000 at 1937 Texas Avenue, which is in the Downtown TIF, once proof of payment has been submitted.

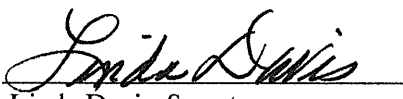
WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants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

Upon Motion by Director, Mr. Sonny Garza, and Seconded by Director, Mr. Blake Womble.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Mixed Nutz Leasing, LLC at 1937 Texas Avenue, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1937 Texas
(Mixed Nutz Leasing, LLC)

TOTAL FAÇADE SCOPE OF WORK = \$54,444

FAÇADE GRANT = \$25,000



**Downtown Grant Program
Presented to MLI Board
July 24, 2024**

Project 1937 Texas (Façade)

Mixed Nutz Leasing, LLC is making improvements to the property located at 1937 Texas Ave and within the Downtown TIF.

Adam Vizcaino and Robbie Sanders created Mixed Nutz Leasing, L.L.C. on February 7th, 2022 as a corporation to title the property at 1941 Texas Ave. Mixed Nutz will lease the property to Schrader Roofing Company, another business owned by Mr. Sanders.

The scope of façade work will include a new parking lot 54,444 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant totaling \$25,000 for Mixed Nutz Leasing, LLC at 1937 Texas Ave.



Downtown Grant - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 05/21/24

Projected Project Start Date 06/01/24

Project Property Address 1937 Texas Ave, Lubbock, TX 79411
Property LCAD R# 134006

GENERAL INFORMATION

Company Name	Mixed Nutz Leasing, LLC	Contact	Robbie Sanders
Street Address	248 Cowboy Lane	Title	Co-owner
City, State, Zip	Buffalo Springs, TX 79404	Phone	806-319-2225
		Email	srclrobbie@gmail.com

INFORMATION ABOUT THE PROJECT

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

Project Summary Scope

Tear up existing pavement and replace with concrete.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Pavecon	\$54,444	\$25,000
TOTAL	\$54,444	\$25,000

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

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
Robbie Sanders	50%		
Adam Vizcaino	50%		

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

Yes ☒

Are you in good standing with the State of Texas?

Yes ☒

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

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No ☒

Has the company or principals of the company had prior bankruptcies or lawsuits?

No ☒

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

Is the firm receiving tax revenue from any government agency?

No 

Is the firm a non-profit entity?

No 

APPLICANT'S CHECKLIST:

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

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

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

Does the scope of work meet downtown standards and guidelines? ☐

Are permits required for any aspect of the scope of work? ☐

Are public improvements required? ☐

Documents Required for Final Grant Application

Copies of City permits, if applicable ☐

Detailed/Itemized Bids ☐

Before Pictures ☐

Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐

Architectural Renderings (if applicable) ☐

Architectural Plans (if applicable) ☐

After Completion of Construction

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

Proof of Payment:

PAID Invoices (must reference the approved project) ☐

Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): _____

Date: _____

Mixed Nutz

1941 Texas Avenue
Lubbock Texas

Prepared for:

Robbie Sanders

Robbie Sanders

Prepared By:
Roderick Garcia
Project Manager
1112 NE Loop 289
Lubbock, TX 79403
806-853-1195



May 21, 2024

PROPOSAL & CONTRACT



May 21, 2024
Robbie Sanders
1941 Texas Avenue
Lubbock, Tx

Lubbock Division
1112 NE Loop 289
Lubbock, TX 79403
Office 806-744-1092

Attn: Robbie Sanders

Re: Mixed Nutz

Thank you for contacting Pavecon and allowing us to provide you with the following proposal and scope of work

Repair Type	Description	Quantity	Unit	Unit Price	Total
Concrete	6" Concrete Repair - Base Compaction	1	LS	\$ 50,295.00	\$ 50,295.00
Other	Total Job Tax - 8.25%				\$ 4,149.34
Total Project Cost =					\$ 54,444.34

The work is to be performed as follows: (Reference Plans or Site map as necessary)

PAVECON, Ltd. will furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at:

1941 Texas Avenue - Lubbock Texas

Please see following pages to view repair details, inclusions, exclusions, and our terms and conditions. Please sign below to accept this proposal.

ACCEPTED:

PAVECON, LTD.

Roderick Garcia
Project Manager

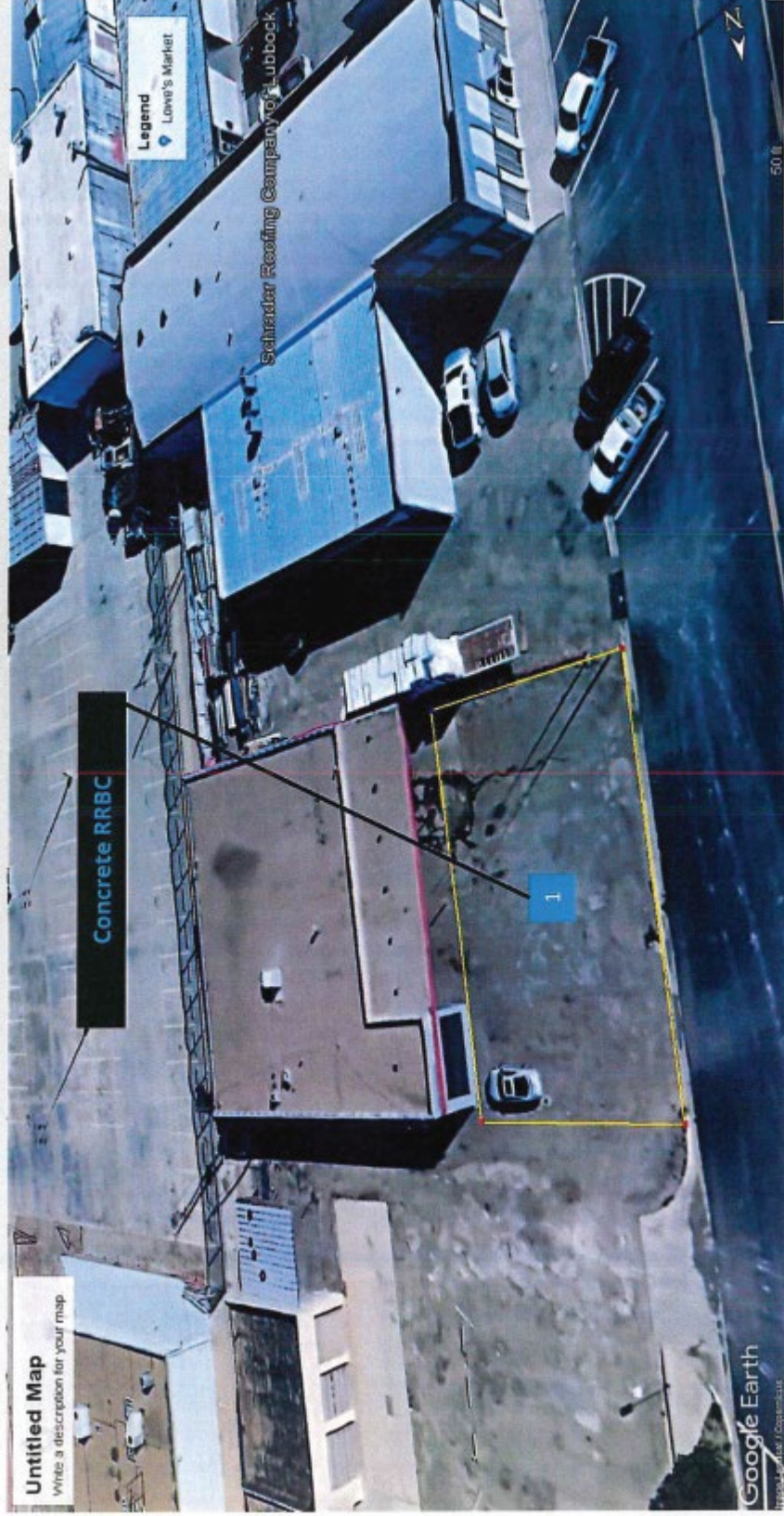
DESCRIPTION OF WORK:

Concrete Repair - Base Compaction

Saw cut defined limits of areas. Excavate failed pavement to a depth of 6". Place 6" concrete with a broom finish. Reinforce with #4 rebar at 18" on center. Concrete shall be 4000 PSI with air entrainment for durability and resistance to surface scaling. Cure concrete with liquid membrane curing compound to insure strength development. Sawcut control joints as necessary.

PAVEMENT REPAIR PLAN

Mixed Nutz
1941 Texas Avenue , Lubbock Texas



SUMMARY OF WORK

Area #1 71 X 64

LEGEND

- Asphalt
- Concrete
- Maintenance
- Miscellaneous

TERMS AND CONDITIONS

1. PAVECON, Ltd., (PAVECON) will carry workmen's compensation insurance covering its employees and shall provide public liability and property damage insurance.
2. Any changes from the specifications or modifications of the terms of this contract shall be set put in writing and signed by both parties.
3. This proposal expires 30 days from the date hereof but may be accepted at any later date at the sole option of the Company.
4. By accepting this proposal, Owner agrees to indemnify and to hold PAVECON, Ltd. harmless from all claims, including its reasonable attorneys' fee incurred in defending any claim, resulting from damages to any utility line, irrigation line, private electrical, or sub structure not identified or clearly marked. Any damage to clearly marked utility lines, irrigation line, private electrical lines, or sub structures shall be the responsibility of PAVECON, Ltd.
5. Unless a lump sum price is to be paid for the foregoing work and is clearly so stated it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by PAVECON as determined upon completion of the work.
6. PAVECON shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure of subgrade, including soil volume changes, or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
7. PAVECON is not responsible for removing vehicles from repair areas. PAVECON will notify you in advance and you must make arrangements to have vehicles removed at your expense.
8. In the event all work under this contract is not completed in one operation, Company shall be paid in full for all items of work completed upon the completion thereof. Any work under this contract for which PAVECON has not received a "work order" calling for completion within one year from the date of this agreement will be subject to renegotiations of prices, or cancellation at PAVECON's option.
9. Terms of Payment - Final and complete payment for all work performed herein shall be made within 30 days of invoice date. Interest at the rate of (18) percent per annum shall be charged you and paid by you on all unpaid balances from the due date to the date of receipt of payment by PAVECON. Reasonable attorney's fees and cost of collection shall be charged you and paid by you, if incurred by PAVECON.

INCLUSIONS AND EXCLUSIONS

INCLUSIONS:

Unit pricing prevails on all items unless otherwise noted.

PAVECON, Ltd. guarantees this work for materials and workmanship for a period of 1-year from installation, excluding unusual abuse or neglect.

EXCLUSIONS:

Subgrade or Subbase remediation required in the repair area discovered during construction or through investigation by a proof-roll or any other construction activities.

Permits, Bonds, and Testing.

Utility relocation/adjustment, irrigation, or landscape repair.

All work areas must be free of materials & equipment.

Rock excavation, soil treatments, tree removal.

Demo, sawing, haul off of spoils created by others.

Pavement markings, wheel stops, signage.

Asphaltic Prime Coat.

Reflective cracking, vegetation sterilization.

Sleeves for Irrigation. Dewatering.

Erosion Control or SWPPP.

THIS IS A UNIT PRICE BID BASED ON PLAN QUANTITIES. IF QUANTITY DISCREPANCIES ARE NOTED, UNIT PRICE IS TO BE USED

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Landlines, LLC, located at 1106 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Landlines, LLC is renovating their property at 1106 Main Street, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes new signage and windows.

The cost of the project is estimated to be \$24,559, and the requested grant amount is \$12,278. The Market Lubbock, Inc. Board of Directors approved this amount at their July 24, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$24,559, with \$12,278 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
LANDLINES, LLC AT 1106 MAIN STREET
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 24, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Landlines, LLC, (Dillon Land – Owner), is renovating the property at 1106 Main St., located in the Downtown TIF.

This property was used for a bail bondsman company in the 90s and 2000s. It became an antique shop for a few years and has been vacant for 9 or 10 years and used for storage. Dillon Land purchased the building in November 2023. The new business at this property will be an upscale, walk-in tattoo studio.

The scope of façade work will include signage and windows totaling \$24,559 in façade expenses. Permittable expenses will include HVAC, plumbing, and electrical totaling \$70,811 in expenses.

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

Grant Landlines, LLC a Downtown Façade Grant totaling \$12,278 and a Downtown Permittable Grant for \$7,081 at 1106 Main Street, which is in the Downtown TIF, once proof of payment has been submitted.

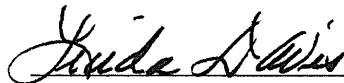
WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants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

Upon Motion by Director, Mr. Sonny Garza, and Seconded by Director, Dr. Lori Rice-Spearman.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Landlines, LLC at 1106 Main Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



**1106 Main
(Landlines, LLC)**

TOTAL SCOPE OF WORK = \$95,370

TOTAL GRANTS = \$19,359

TOTAL FAÇADE SCOPE OF WORK = \$24,559

FAÇADE GRANT = \$12,278

TOTAL PERMITTABLE SCOPE OF WORK = \$70,811

PERMITTABLE GRANT = \$7,081



**Downtown Grant Program
Presented to MLI Board
July 24, 2024**

Project 1106 Main St. (Façade & Permittable)

Landlines, LLC, (Dillon Land – Owner), is renovating the property at 1106 Main St., located in the Downtown TIF.

This property was used for a bail bondsman company in the 90s and 2000s. It became an antique shop for a few years and has been vacant for 9 or 10 years and used for storage. Dillon Land purchased the building in November 2023. The new business at this property will be an upscale, walk-in tattoo studio.

The scope of façade work will include signage and windows totaling \$24,559 in façade expenses. Permittable expenses will include HVAC, plumbing, and electrical totaling \$70,811 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for Landlines, LLC totaling \$12,278 and a Downtown Permittable Grant for \$7,081 at 1106 Main St.



Downtown Grant - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 01.05.2024

Projected Project Start Date 01.15.2024

Project Property Address 1106 Main Street, Lubbock, TX 79401
Property LCAD R# R105432

GENERAL INFORMATION

Company Name LandLines, LLC
Street Address 1106 Main Street
City, State, Zip Lubbock, Texas, 79401

Contact Dillon Land
Title Owner
Phone 806-549-4200
Email dillons.land@gmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐

Grant Type: Permittable ☒ Façade ☒

Project Summary Scope

New interior framing, sheetrock, paint, floors (concrete and vinyl plank), and refurbishing the awning out front with structure issues, fresh paint, roof tiles leaking that needed repair.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	\$24,559	\$12,280
Permittable	\$70,811	\$7,081
TOTAL	\$95,370	\$19,361

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

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
Dillon Land	100%		

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

Yes ☒

Are you in good standing with the State of Texas?

Yes ☒

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

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No ☒

Has the company or principals of the company had prior bankruptcies or lawsuits?

No ☒

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

Is the firm receiving tax revenue from any government agency?

No 

Is the firm a non-profit entity?

No 

APPLICANT'S CHECKLIST:

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

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

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

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

Documents Required for Final Grant Application

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

After Completion of Construction

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

Signature (not required for electronic submittals): Dillon Land per email

Date: 1/9/2024

1106 Main – Before Picture and Rendering



1106 Main – City Permit

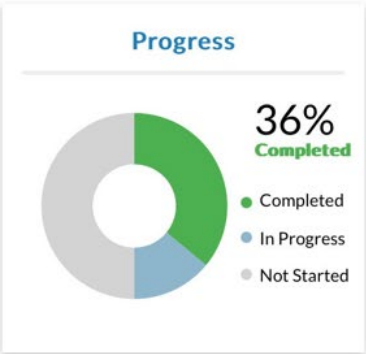
Permit Number: COMM-180579-2024



Permit Details | Tab Elements | Main Menu

Type:	Commercial Building – Alterations	Status:	Issued	Project Name:	
IVR Number:	354404	Applied Date:	01/18/2024	Issue Date:	03/14/2024
District:	ORIGINAL TOWN LUBBOCK	Assigned To:	Helfenstein, Keri	Expire Date:	12/09/2024
Square Feet:	2,992.00	Valuation:	\$70,000.00	Finalized Date:	
Description:	437 - Landlines Studio Renovations CBD				

- Summary
- Locations
- Fees
- Reviews
- Inspections
- Attachments
- Contacts
- Sub-Records
- More Info



Fees

\$0.00

Workflow

✓	Print Permit	- Passed
✓	Commercial Alteration Review	- Passed : 03/13/2024
✓	Verify Impact Fee Payment	- Passed : 03/14/2024
✓	Fee Intake	- Passed : 03/14/2024
✓	Verify Contractor Information	- Passed : 03/14/2024
✓	Verify Contractor Information	- Passed : 03/14/2024
✓	Check Contractor License	- Passed : 03/14/2024
!	Framing	- Canceled : 04/02/2024

Available Actions

	Request Inspection	Request
	Footing	
	Request Inspection	Request
	Slab Building	
	Request Inspection	Request
	Building Final	
	Request Inspection	Request
	Zoning Final	

1106 Main - Expenses

Type	Area	Description	Expense
Façade	Signage	All Star Signs - Sign	\$14,884.38
Façade	Glass	CR Work - Exterior Windows	\$3,675.00
Façade	?	SIM Construction - Exterior Renovations & Repair	\$6,000.00
Façade Expenses			\$24,559.38
Façade Grant			\$12,279.69

Type	Area	Description	Expense
Permittable	Bathroom	Home Depot - Ceramic Tile	\$1,276.27
Permittable	Bathroom	Alejandro Pablo - Tile/Floor Installation	\$4,900.00
Permittable	HVAC	Expro Property Services - HVAC	\$16,400.00
Permittable	Electrical	Westex Power - Electrical	\$6,785.00
Permittable	Electrical	Westex Power - Electrical	\$11,000.00
Permittable	Electrical	Westex Power - Electrical	\$625.00
Permittable	Plumbing	Reece - Plumbing Supplies	\$254.16
Permittable	Plumbing	Morrison - Plumbing Supplies	\$1,433.43
Permittable	Office	SIM Construction - Drywall/Paint/Countertops	\$19,685.00
Permittable	Interior	Lowes - Electrical Supplies	\$326.74
Permittable	Bathroom	Lowes - Vanity	\$268.20
Permittable	Bathroom	Lowes - Floor and Wall Tile	\$986.98
Permittable	Office	Lowes - Paint Supplies	\$229.27
Permittable	Office	Lowes - Electrical Supplies	\$206.15
Permittable	Office	Lowes - Electrical Supplies	\$855.82
Permittable	Office	Lowes - Paint Supplies	\$229.27
Permittable	Bathroom	Faithful Hands - Cabinet Sink	\$5,350.00
Permittable Expenses			\$70,811.29
Permittable Grant			\$7,081.13

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Landlines, LLC, located at 1106 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Landlines, LLC is renovating their property at 1106 Main Street, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes HVAC, plumbing and electrical improvements.

The cost of the project is estimated to be \$70,811, and the requested grant amount is \$7,081. The Market Lubbock, Inc. Board of Directors approved this amount at their July 24, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$70,811, with \$7,081 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
LANDLINES, LLC AT 1106 MAIN STREET
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 24, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Landlines, LLC, (Dillon Land – Owner), is renovating the property at 1106 Main St., located in the Downtown TIF.

This property was used for a bail bondsman company in the 90s and 2000s. It became an antique shop for a few years and has been vacant for 9 or 10 years and used for storage. Dillon Land purchased the building in November 2023. The new business at this property will be an upscale, walk-in tattoo studio.

The scope of façade work will include signage and windows totaling \$24,559 in façade expenses. Permittable expenses will include HVAC, plumbing, and electrical totaling \$70,811 in expenses.

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

Grant Landlines, LLC a Downtown Façade Grant totaling \$12,278 and a Downtown Permittable Grant for \$7,081 at 1106 Main Street, which is in the Downtown TIF, once proof of payment has been submitted.

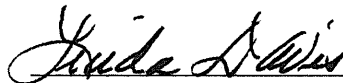
WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants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

Upon Motion by Director, Mr. Sonny Garza, and Seconded by Director, Dr. Lori Rice-Spearman.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Landlines, LLC at 1106 Main Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



**1106 Main
(Landlines, LLC)**

TOTAL SCOPE OF WORK = \$95,370

TOTAL GRANTS = \$19,359

TOTAL FAÇADE SCOPE OF WORK = \$24,559

FAÇADE GRANT = \$12,278

TOTAL PERMITTABLE SCOPE OF WORK = \$70,811

PERMITTABLE GRANT = \$7,081



**Downtown Grant Program
Presented to MLI Board
July 24, 2024**

Project 1106 Main St. (Façade & Permittable)

Landlines, LLC, (Dillon Land – Owner), is renovating the property at 1106 Main St., located in the Downtown TIF.

This property was used for a bail bondsman company in the 90s and 2000s. It became an antique shop for a few years and has been vacant for 9 or 10 years and used for storage. Dillon Land purchased the building in November 2023. The new business at this property will be an upscale, walk-in tattoo studio.

The scope of façade work will include signage and windows totaling \$24,559 in façade expenses. Permittable expenses will include HVAC, plumbing, and electrical totaling \$70,811 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for Landlines, LLC totaling \$12,278 and a Downtown Permittable Grant for \$7,081 at 1106 Main St.



Downtown Grant - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 01.05.2024

Projected Project Start Date 01.15.2024

Project Property Address 1106 Main Street, Lubbock, TX 79401
Property LCAD R# R105432

GENERAL INFORMATION

Company Name LandLines, LLC
Street Address 1106 Main Street
City, State, Zip Lubbock, Texas, 79401

Contact Dillon Land
Title Owner
Phone 806-549-4200
Email dillons.land@gmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐

Grant Type: Permittable ☒ Façade ☒

Project Summary Scope

New interior framing, sheetrock, paint, floors (concrete and vinyl plank), and refurbishing the awning out front with structure issues, fresh paint, roof tiles leaking that needed repair.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Façade	\$24,559	\$12,280
Permittable	\$70,811	\$7,081
TOTAL	\$95,370	\$19,361

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

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
Dillon Land	100%		

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

Yes ☒

Are you in good standing with the State of Texas?

Yes ☒

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

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No ☒

Has the company or principals of the company had prior bankruptcies or lawsuits?

No ☒

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

Is the firm receiving tax revenue from any government agency?

No 

Is the firm a non-profit entity?

No 

APPLICANT'S CHECKLIST:

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

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

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

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

Documents Required for Final Grant Application

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

After Completion of Construction

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

Signature (not required for electronic submittals): Dillon Land per email

Date: 1/9/2024

1106 Main – Before Picture and Rendering



1106 Main – City Permit

Permit Number: COMM-180579-2024



Permit Details | Tab Elements | Main Menu

Type:	Commercial Building – Alterations	Status:	Issued	Project Name:	
IVR Number:	354404	Applied Date:	01/18/2024	Issue Date:	03/14/2024
District:	ORIGINAL TOWN LUBBOCK	Assigned To:	Helfenstein, Keri	Expire Date:	12/09/2024
Square Feet:	2,992.00	Valuation:	\$70,000.00	Finalized Date:	
Description:	437 - Landlines Studio Renovations CBD				

- Summary
- Locations
- Fees
- Reviews
- Inspections
- Attachments
- Contacts
- Sub-Records
- More Info



Fees

\$0.00

Workflow

✓	Print Permit	- Passed
✓	Commercial Alteration Review	- Passed : 03/13/2024
✓	Verify Impact Fee Payment	- Passed : 03/14/2024
✓	Fee Intake	- Passed : 03/14/2024
✓	Verify Contractor Information	- Passed : 03/14/2024
✓	Verify Contractor Information	- Passed : 03/14/2024
✓	Check Contractor License	- Passed : 03/14/2024
!	Framing	- Canceled : 04/02/2024

Available Actions

	Request Inspection	Request
	Footing	
	Request Inspection	Request
	Slab Building	
	Request Inspection	Request
	Building Final	
	Request Inspection	Request
	Zoning Final	

1106 Main - Expenses

Type	Area	Description	Expense
Façade	Signage	All Star Signs - Sign	\$14,884.38
Façade	Glass	CR Work - Exterior Windows	\$3,675.00
Façade	?	SIM Construction - Exterior Renovations & Repair	\$6,000.00
Façade Expenses			\$24,559.38
Façade Grant			\$12,279.69

Type	Area	Description	Expense
Permittable	Bathroom	Home Depot - Ceramic Tile	\$1,276.27
Permittable	Bathroom	Alejandro Pablo - Tile/Floor Installation	\$4,900.00
Permittable	HVAC	Expro Property Services - HVAC	\$16,400.00
Permittable	Electrical	Westex Power - Electrical	\$6,785.00
Permittable	Electrical	Westex Power - Electrical	\$11,000.00
Permittable	Electrical	Westex Power - Electrical	\$625.00
Permittable	Plumbing	Reece - Plumbing Supplies	\$254.16
Permittable	Plumbing	Morrison - Plumbing Supplies	\$1,433.43
Permittable	Office	SIM Construction - Drywall/Paint/Countertops	\$19,685.00
Permittable	Interior	Lowes - Electrical Supplies	\$326.74
Permittable	Bathroom	Lowes - Vanity	\$268.20
Permittable	Bathroom	Lowes - Floor and Wall Tile	\$986.98
Permittable	Office	Lowes - Paint Supplies	\$229.27
Permittable	Office	Lowes - Electrical Supplies	\$206.15
Permittable	Office	Lowes - Electrical Supplies	\$855.82
Permittable	Office	Lowes - Paint Supplies	\$229.27
Permittable	Bathroom	Faithful Hands - Cabinet Sink	\$5,350.00
Permittable Expenses			\$70,811.29
Permittable Grant			\$7,081.13

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to The Rolling Cones, located at 3006 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

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

The Rolling Cones are renovating their property at 3006 34th Street, located within the 34th Street Empowerment Zone, as designated by the City of Lubbock. The scope of the facade project includes demolition, new framing, new windows and doors, and an updated storefront. The cost of the project is estimated to be \$48,420, and the requested grant amount is \$24,210. The Market Lubbock, Inc. Board of Directors approved this amount at their July 24, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$48,420, with \$24,210 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
THE ROLLING CONES ICE CREAM TRUCK, LLC AT 3006 34TH STREET
COMMERCIAL REVITALIZATION GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 24, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to The Rolling Cones Ice Cream Truck, LLC, that is renovating their property at 3006 34th Street, which is located in a Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

The façade scope of work will include demolition, new framing, new windows and doors, and a new store front totaling \$48,420 in façade expenses. The permissible scope of work will include demolition, HVAC, Electrical, and Plumbing totaling \$31,350 in permissible expenses, with a total expense of \$79,770.

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

Grant The Rolling Cones Ice Cream Truck, LLC, a Commercial Revitalization Grant Program Façade Grant totaling \$24,210 and a Commercial Revitalization Grant Program Permittable Grant of \$3,135 at 3006 34th Street, once proof of payment has been submitted.

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

Upon Motion by Director, Mr. Brett Cate. , and Seconded by Director, Mr. Blake Womble,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with The Rolling Cones Ice Cream Truck, LLC, 3006 34th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC.
COMMERCIAL REVITALIZATION GRANT PROGRAM



3006 34th St.
(The Rolling Cones)

TOTAL SCOPE OF WORK = \$79,770

TOTAL GRANTS = \$27,345

SCOPE OF FAÇADE WORK = \$48,420

FAÇADE GRANT = \$24,210

SCOPE OF PERMITTABLE WORK = \$31,350

PERMITTABLE GRANT = \$3,135



**Commercial Revitalization Grant Program
Presented to MLI Board
June 26, 2024**

Project 3006 34th St. (Façade and Permittable)

The Rolling Cones Ice Cream Truck, LLC is renovating the property at 3006 34th, located within a Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

The façade scope of work will include demolition, new framing, new windows and doors, and a new store front totaling \$48,420 in façade expenses. The permittable scope of work will include demolition, HVAC, Electrical, and Plumbing totaling \$31,350 in permittable expenses, with a total expense of \$79,770.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program Façade Grant for The Rolling Cones Ice Cream Truck, LLC totaling \$24,210 and a Commercial Revitalization Grant Program Permittable Grant of \$3,135 at 3006 34th St.



Commercial Revitalization Grant - Application

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

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.23.8241

Market Lubbock, Inc.

1500 Broadway, Sixth Floor, Lubbock, TX 79401

Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	04/30/24
---	----------

Projected Project Start Date	05/15/24
------------------------------	----------

Project Property Address	3006 34th Street Lubbock, Tx
--------------------------	------------------------------

Property LCAD R#

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	The Rolling Cones
--------------	-------------------

Street Address	3501 county road 7660
----------------	-----------------------

City, State, Zip Lubbock, Tx 79423

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Jordan Lathram
------	----------------

Title	President
-------	-----------

Phone Number	575-631-6606
--------------	--------------

Email	rollingconestx@gmail.com
-------	--

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒

Lease ☐Owner Approved ☐Grant Type (May choose both if applicable): Permittable ☒

Façade ☒

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

Complete Remodel of building inside and out to turn into a ice cream shop. Moving plumbing and new hvac/electrical if needed

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Façade	\$48,420	\$24,210
Permittable	\$31,350	\$3,135
TOTAL	\$79,770	\$27,345

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

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
Jordan Lathram	100%		

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

Yes 

Are you in good standing with the State of Texas?

Yes 

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

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No 

Has the company or principals of the company had prior bankruptcies or lawsuits?

No 

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

Is the firm receiving tax revenue from any government agency?

No 

Is the firm a non-profit entity?

No 

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

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

Market Lubbock, Inc. (MLI) requirements:

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

Application Packet:

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

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

Date Final Documents Received: _____

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

After completion of construction:

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

Proof of Payment:

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

Overview

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

Grant Types

- **Permittable Projects**
 - Improvements require a City of Lubbock permit
 - Improvements may be made to the exterior and/or interior of the property
 - Improvements must total a minimum of \$5,000
 - The permissible grant reimburses 10% of approved expenses up to a \$50,000 grant
 - Permittable scope of work that may be considered:
 - HVAC
 - Plumbing
 - Electrical
 - Structural
 - Any other work requiring a City of Lubbock permit
- **Façade Projects**
 - Improvements may or may not require a City of Lubbock permit
 - Improvements must be made to the exterior of the property facing the most prominent street
 - Improvements must total a minimum of \$1,000
 - The façade grant reimburses 50% of approved expenses up to a \$25,000 grant
 - Façade scope of work that may be considered:
 - Painting
 - New windows and doors
 - Signage
 - Landscaping
 - Parking lots
 - Awnings
 - Any other work that improves the appearance of the façade

Signature (not required for electronic submittals): _____

Date: _____



Sanders BuildRite Construction
1502 98th Street
Lubbock, Texas 79423

Estimate

Date	Estimate #
5/9/2024	565

Name / Address
Jordan Lathram 3006 34th Street Lubbock, Texas 79410

			Project
			Ice Cream Shop
Description	Qty	Rate	Total
*Demo		8,970.00	8,970.00
Demo of inside building down to the cinder block walls			
Demo of wood exterior and soffit and fascia			
Demo of all electrical on the exterior of building			
Demolition on concrete smoker in the back of the building			
Demo of front and back doors, windows and block for new storefront glass			
Demo of all tile and flooring in building			
*Build Out		26,850.00	26,850.00
Frame new floorplan per architectural drawings provided by licensed architect and engineer (plans paid by customer)			
Build up exterior of building 4' and prep for eifs			
Frame and install new storefront doors and windows (storefront paid by customer)			
Exterior of building and back freezer building to consist of metal chair rail and eifs above around the entire project			
Sheetrock throughout building and tile down east wall (tile to be paid by customer)			
Wood special wall and wood slat checkout are to be custom made and installed			
Level, prep and level concrete slab and install tile (tile to be paid by customer)			
Level, prep and level concrete slab and install tile (tile to be paid by customer)			
We look forward to working with you!!		Total	



Sanders BuildRite Construction
1502 98th Street
Lubbock, Texas 79423

Estimate

Date	Estimate #
5/9/2024	565

Name / Address
Jordan Lathram 3006 34th Street Lubbock, Texas 79410

			Project
			Ice Cream Shop
Description	Qty	Rate	Total
*Plumbing Plumbing on the inside of building will be new and re-ran per floorplan One ADA bathroom to consist of toilet, lavatory and floor drain Kitchen area to have floor mop sink and hand was sink Checkout area and serving bar to have water and drain for scoop cleanout		11,500.00	11,500.00
*Electrical Electric on inside and outside of building will be new and re-ran per floorplan Electrical to consist of can lights throughout, plugs throughout and specialty wiring where needed Exterior freezer to be on separate panel (freezer pumps may need to be replaced) Exterior lighting for signage and curb appeal labor (specialty fixtures paid by customer)		15,670.00	15,670.00
*HVAC HVAC to be looked at and system tested New duct work and supplies/returns per plan New smart thermostat		4,180.00	4,180.00
We look forward to working with you!!		Total	



Sanders BuildRite Construction
1502 98th Street
Lubbock, Texas 79423

Estimate

Date	Estimate #
5/9/2024	565

Name / Address
Jordan Lathram 3006 34th Street Lubbock, Texas 79410

			Project
			Ice Cream Shop
Description	Qty	Rate	Total
*Misc		3,000.00	3,000.00
Onsite port o potty.			
Onsite dumpster			
Onsite signage			
Commercial coverage			
Project management and OHP		9,600.00	9,600.00
This bid is based off an estimate cost and unforeseens are not included.			
All work is warrantied throughout the entirety of the job and BRC is and will remain fully insured.			
Proposal does not include provisions for any items of work that are not specifically described.			
Specialty fixtures are to be provided by the customer.			
Upon approval, a 10% nonrefundable deposit is due for scheduling purposes.			
****Due to the unforeseen rise in material cost, all estimates are subject to change based on the price of material when ordered. ****			
We look forward to working with you!!		Total	\$79,770.00

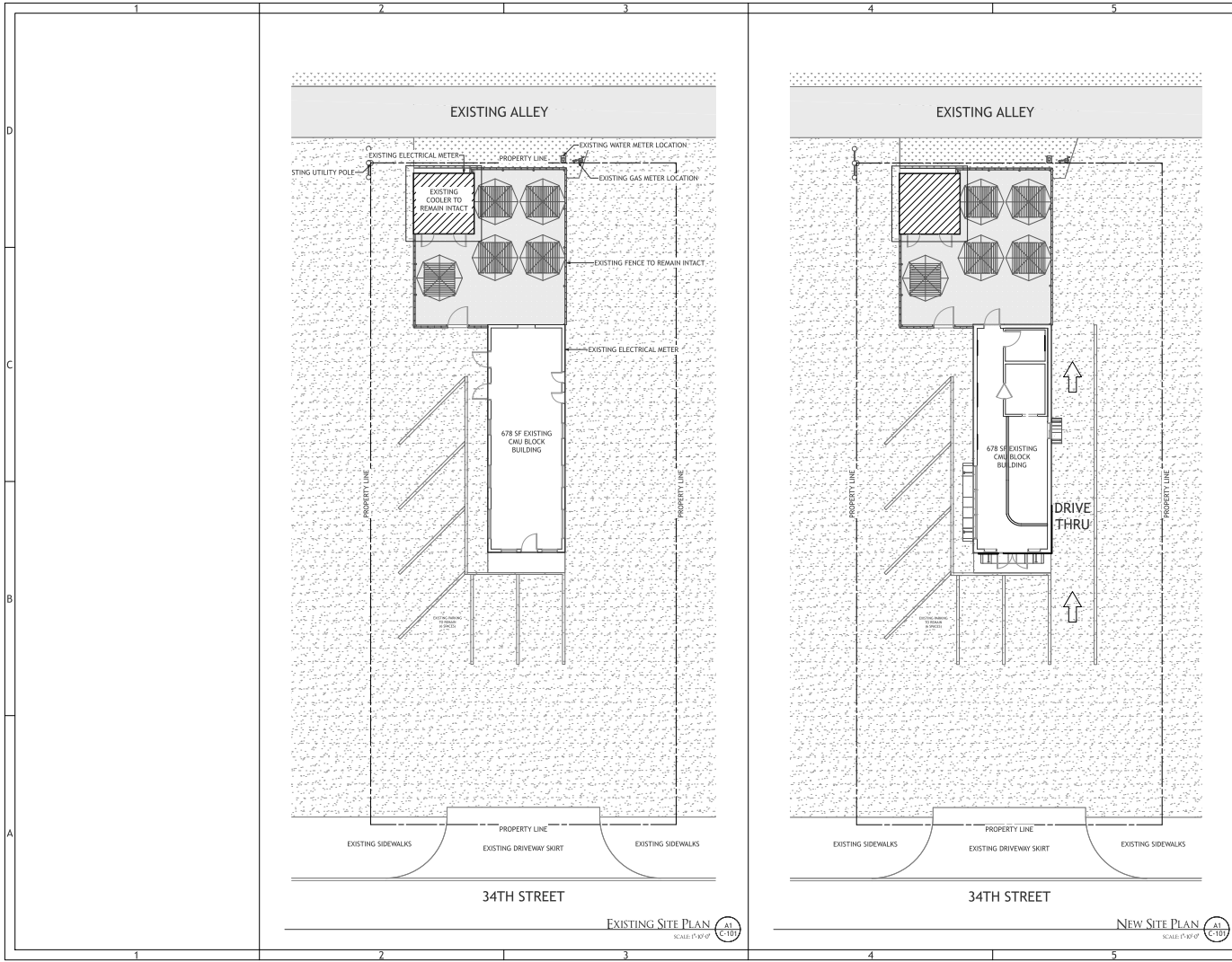
THE ROLLING CONES


3006 34TH STREET LUBBOCK, TEXAS 79410

AREA MAP

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ALL SQUARE FOOTAGES CALCULATED BASED ON WHAT IS DRAWN IN THESE DOCUMENTS. ANY VARIATION THAT IS MADE BEFORE OR DURING CONSTRUCTION BY THE CLIENT, CONTRACTOR OR SUB-CONTRACTOR WILL REQUIRE RECALCULATION. ALL SQUARE FOOTAGES (OTHER THAN CONDITIONED AREA) SHOULD BE CONSIDERED FOR ESTIMATING PURPOSES ONLY.





ADG DESIGN LTD
1210 AVENUE K, SUITE 11
LUBBOCK, TEXAS 79401
OFFICE: 806.535.8607 FAX: 806.535.8608

ARCHITECT:

ENGINEERING:

CONTRACTOR:

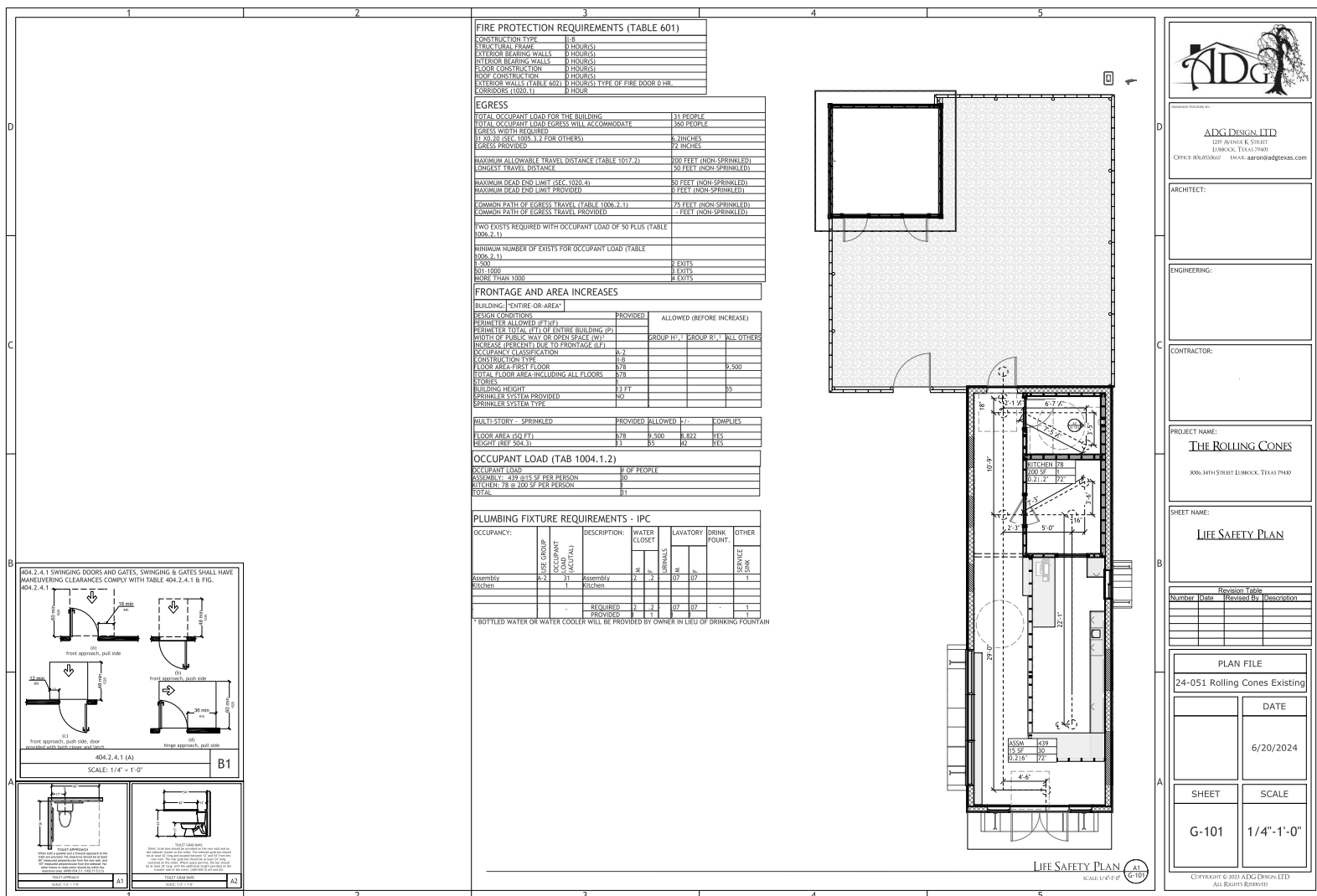
PROJECT NAME:
THE ROLLING CONES
3000 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
SITE PLAN


Revision Table	
Number	Date

PLAN FILE	
24-051 Rolling Cones Existing	
DATE	6/20/2024
SHEET	C-101

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ADG DESIGNS LTD
 127 BOWEN R. STREET
 LUBBOCK, TEXAS 79401
 OFFICE: 806/5826667 FAX: 806/5826668 info@adgdesigns.com

ARCHITECT:

ENGINEERING:

CONTRACTOR:

PROJECT NAME:

THE ROLLING CONES

3006 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:

**1ST FLOOR DIMENSIONED
FRAMING PLAN**

Revision Table			
Number	Date	Revised By	Description

PLAN FILE

24-051 Rolling Cones Existing

DATE

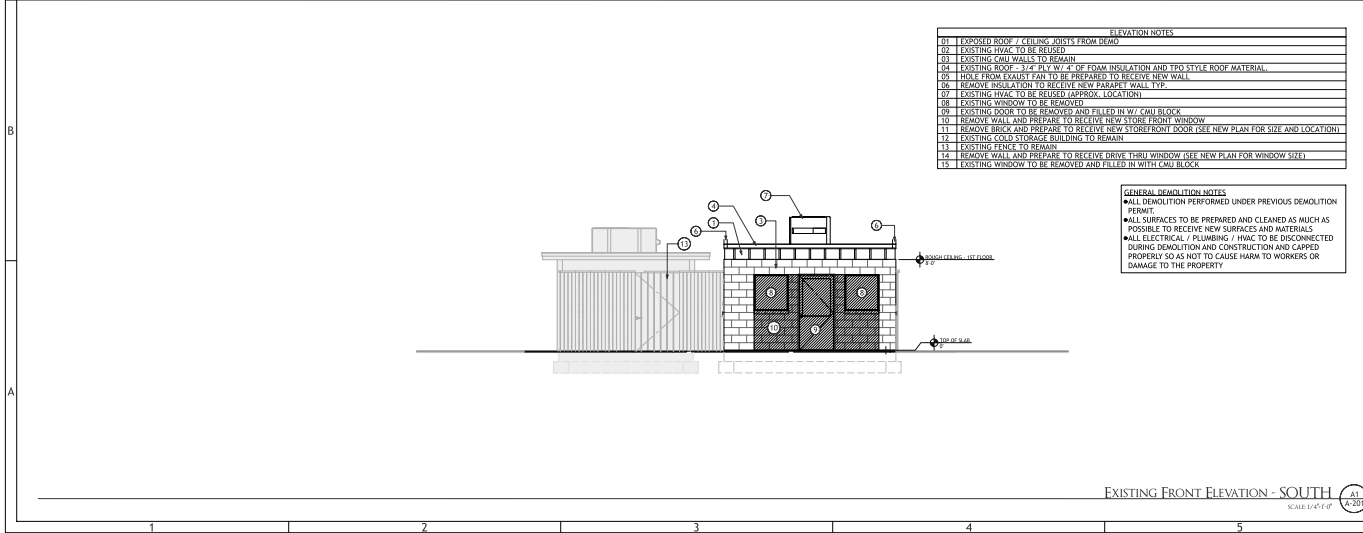
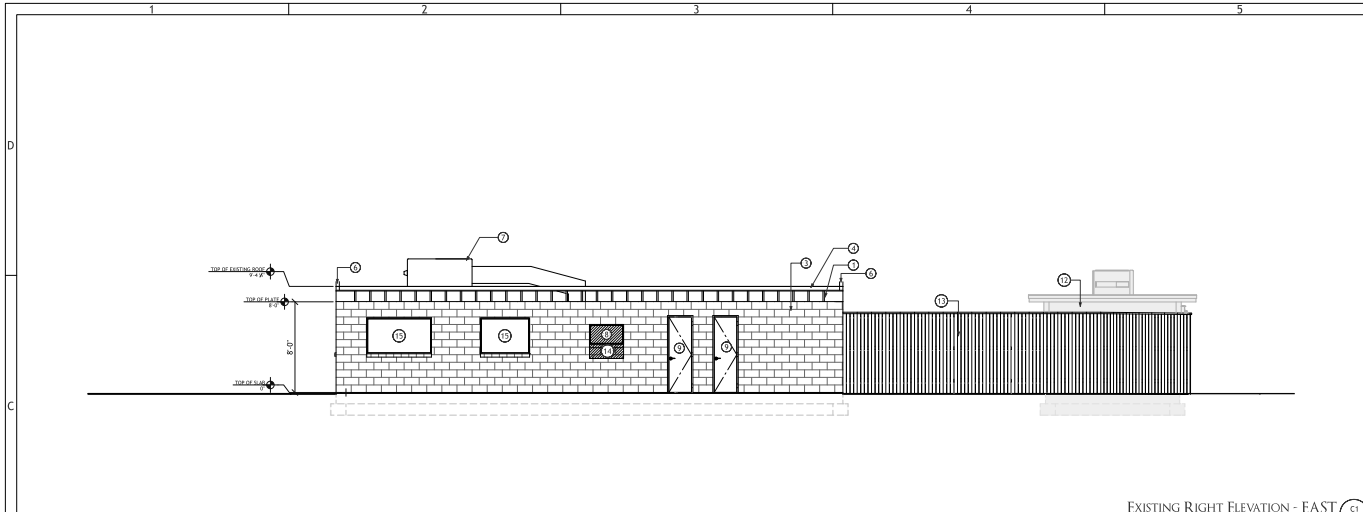
6/20/2024

SHEET

A-101

SCALE

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ELEVATION NOTES	
01	EXPOSED ROOF / CEILING JOISTS FROM DEMO
02	EXISTING HWALL TO BE DEMOL
03	EXISTING CMU WALLS TO REMAIN
04	EXISTING ROOF - 3/4\"/>
05	HOLE FROM EXISTING CAN TO BE PREPARED TO RECEIVE NEW WALL
06	REMOVE INSULATION TO RECEIVE NEW PARAPET WALL TYP.
07	EXISTING TYPICAL TO BE DEMOL APPROX. LOCATION
08	EXISTING WINDOW TO BE REMOVED
09	EXISTING DOOR TO BE DEMOLVED AND FILLED IN W/ CMU BLOCK
10	REMOVE WALL AND PREPARE TO RECEIVE NEW STORE FRONT WINDOW
11	REMOVE BRK. AND PREPARE TO RECEIVE NEW STOREFRONT DOOR (SEE NEW PLAN FOR SIZE AND LOCATION)
12	EXISTING GOLF STORAGE BUILDING TO REMAIN
13	EXISTING FENCE TO REMAIN
14	REMOVE WALL AND PREPARE TO RECEIVE DRIVE THRU WINDOW (SEE NEW PLAN FOR WINDOW SIZE)
15	EXISTING WINDOW TO BE REMOVED AND FILLED IN WITH CMU BLOCK

GENERAL DEMOLITION NOTES	
● ALL DEMOLITION PERFORMED UNDER PREVIOUS DEMOLITION PERMIT.	
● ALL SURFACES TO BE PREPARED AND CLEANED AS MUCH AS POSSIBLE TO RECEIVE NEW SURFACES AND MATERIALS	
● ALL ELECTRICAL / PLUMBING / HVAC TO BE DISCONNECTED DURING DEMOLITION AND CONSTRUCTION AND CAPPED PROPERLY SO AS NOT TO CAUSE HARM TO WORKERS OR DAMAGE TO THE PROPERTY	



DESIGN PROVIDED BY:
ADG DESIGN LTD
1210 AVENUE K, STREET
LUBBOCK, TEXAS 79401
OFFICE: 806.753.8867 EMAIL: aaron@adgtexas.com

ARCHITECT:

ENGINEERING:

CONTRACTOR:

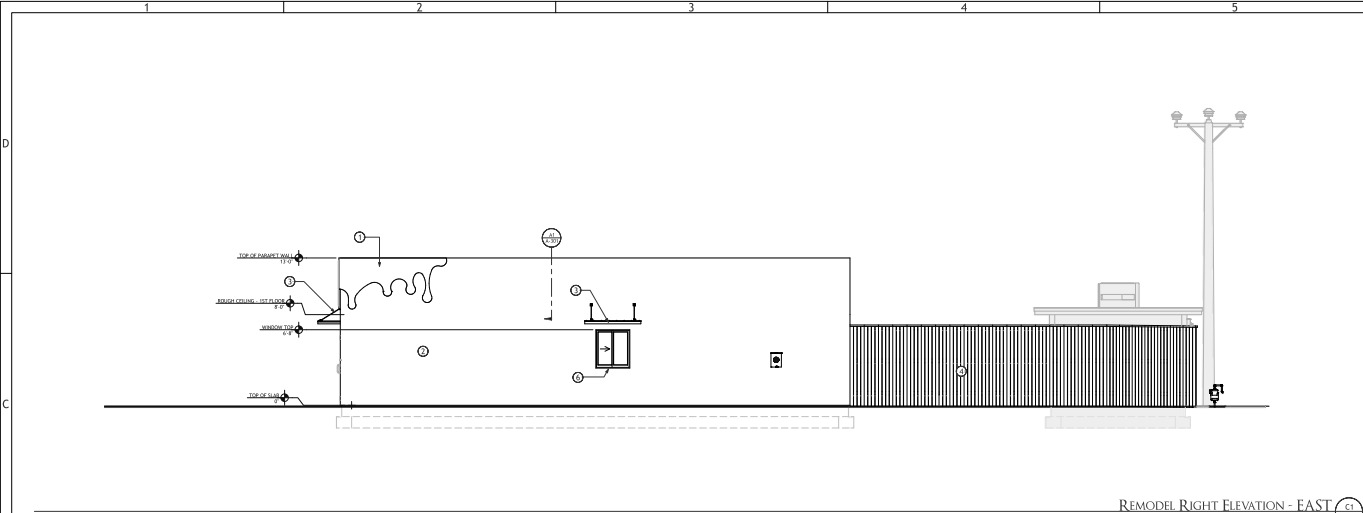
PROJECT NAME:
THE ROLLING CONES
3000 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
EXISTING ELEVATIONS

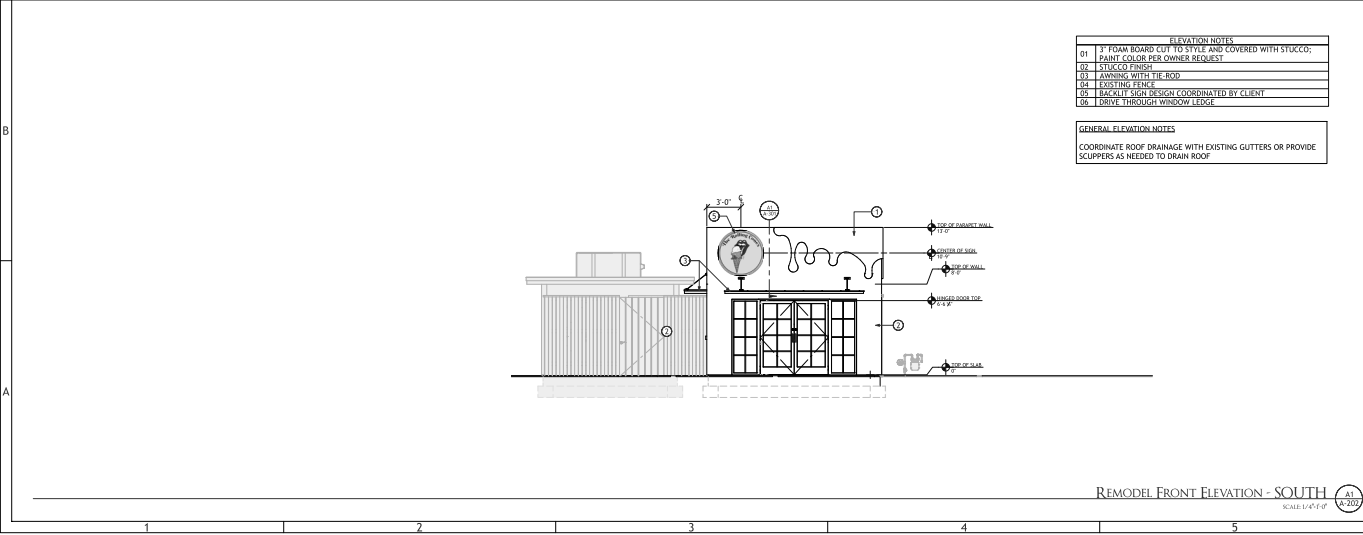
Revision Table		
Number	Date	Revised By / Description

PLAN FILE	
24-051 Rolling Cones Existing	
	DATE
	6/20/2024
SHEET	SCALE
A-201	

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AIAA ROBERT ROBERTSON



REMODEL RIGHT ELEVATION - EAST
SCALE: 1/4"=1'-0" (A-202)



- ELEVATION NOTES
- 01 1/2" FOAM BOARD CUT TO STYLE AND COVERED WITH STUCCO; PAINT COLOR PER OWNER REQUEST
 - 02 STUCCO FINISH
 - 03 FINISH WITH THE ROOF
 - 04 EXISTING FRAME
 - 05 FINISH WITH THE ROOF
 - 06 DRIVE THROUGH WINDOW LEADGE

GENERAL ELEVATION NOTES

COORDINATE ROOF DRAINAGE WITH EXISTING GUTTERS OR PROVIDE SCUPPERS AS NEEDED TO DRAIN ROOF



ADG DESIGN LTD
1000 BARNES K STREET
LUBBOCK, TEXAS 79401
OFFICE: 806.753.8867 FAX: 806.753.8868

ARCHITECT:

ENGINEERING:

CONTRACTOR:

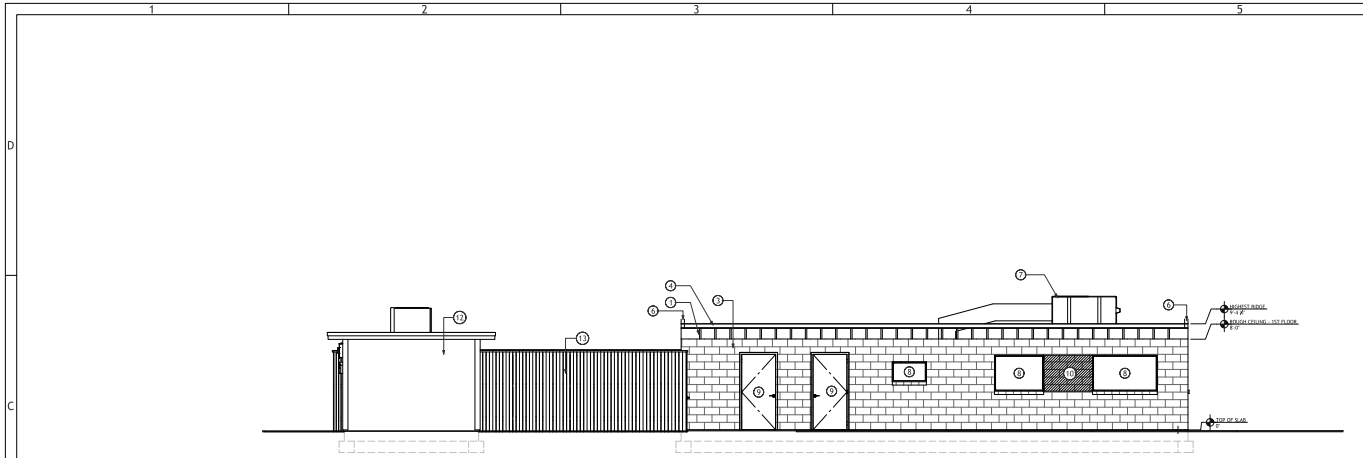
PROJECT NAME:
THE ROLLING CONES
3000 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
NEW ELEVATIONS

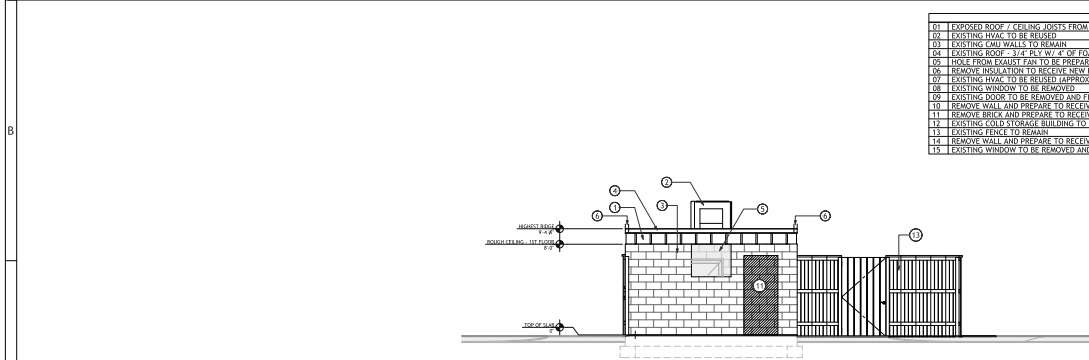
Revision Table		
Number	Date	Revised By / Description

PLAN FILE	
24-051 Rolling Cones Existing	
	DATE
	6/20/2024
SHEET	SCALE
A-202	

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EXISTING LEFT ELEVATION - WEST
SCALE: 1/4" = 1'-0" (A-203)



EXISTING REAR ELEVATION - NORTH
SCALE: 1/4" = 1'-0" (A-203)

ELEVATION NOTES	
01	EXPOSED ROOF / CEILING JOISTS FROM DEMO
02	EXISTING HVAC TO BE REUSED
03	EXISTING CMU WALLS TO REMAIN
04	EXISTING ROOF - 3/4" PLY W/ 4" OF FOAM INSULATION AND TPO STYLE ROOF MATERIAL
05	HOLE FROM EXHAUST FAN TO BE PREPARED TO RECEIVE NEW WALL
06	REMOVE INSULATION TO RECEIVE NEW PARAPET WALL EYP
07	EXISTING HVAC TO BE REUSED (EXISTING LOCATIONS)
08	EXISTING WINDOW TO BE REMOVED
09	EXISTING DOOR TO BE DEMOLISHED AND FILLED IN WITH CMU BLOCK
10	REMOVE WALL AND PREPARE TO RECEIVE NEW STORE FRONT WINDOW
11	REMOVE BRICK AND PREPARE TO RECEIVE NEW STORE FRONT DOOR (SEE NEW PLAN FOR SIZE AND LOCATION)
12	EXISTING CORNER MOUNTED BUILDING TO REMAIN
13	EXISTING FENCE TO REMAIN
14	REMOVE WALL AND PREPARE TO RECEIVE DRIVE THRU WINDOW (SEE NEW PLAN FOR WINDOW SIZE)
15	EXISTING WINDOW TO BE REMOVED AND FILLED IN WITH CMU BLOCK

GENERAL DEMOLITION NOTES	
ALL DEMOLITION PERFORMED UNDER PREVIOUS DEMOLITION PERMIT	
ALL SURFACES TO BE PREPARED AND CLEANED AS MUCH AS POSSIBLE TO RECEIVE NEW SURFACES AND MATERIALS	
ALL ELECTRICAL / PLUMBING / HVAC TO BE DISCONNECTED DURING DEMOLITION AND CONSTRUCTION AND CAPPED PROPERLY SO AS NOT TO CAUSE HARM TO WORKERS OR DAMAGE TO THE PROPERTY	



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LUBBOCK, TEXAS 79401
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ARCHITECT:

ENGINEERING:

CONTRACTOR:

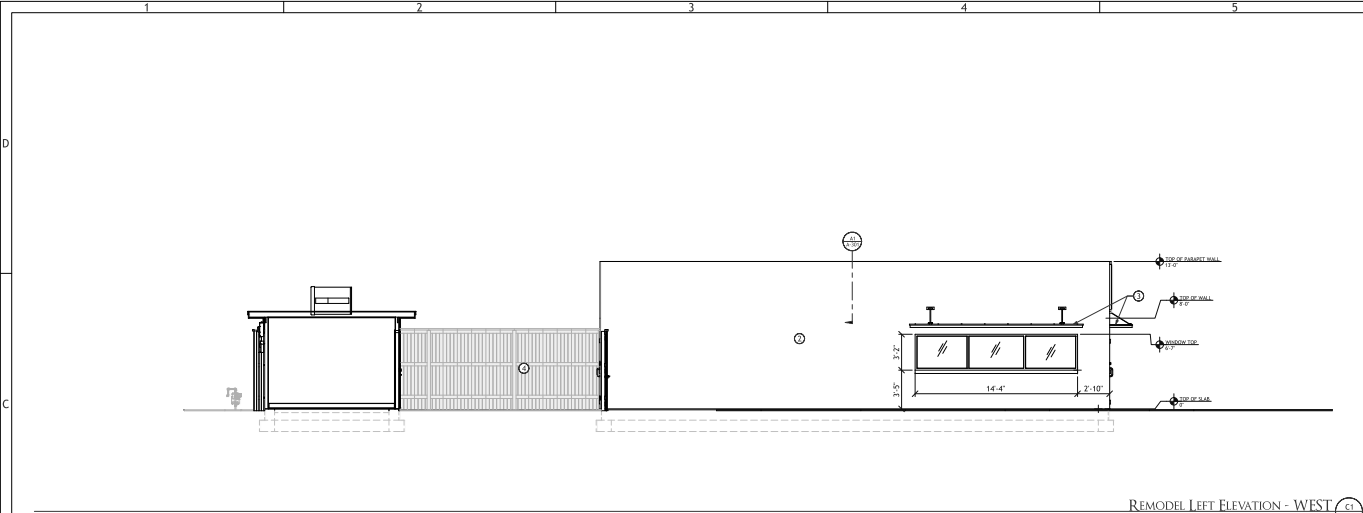
PROJECT NAME:
THE ROLLING CONES
3000 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
EXISTING ELEVATIONS

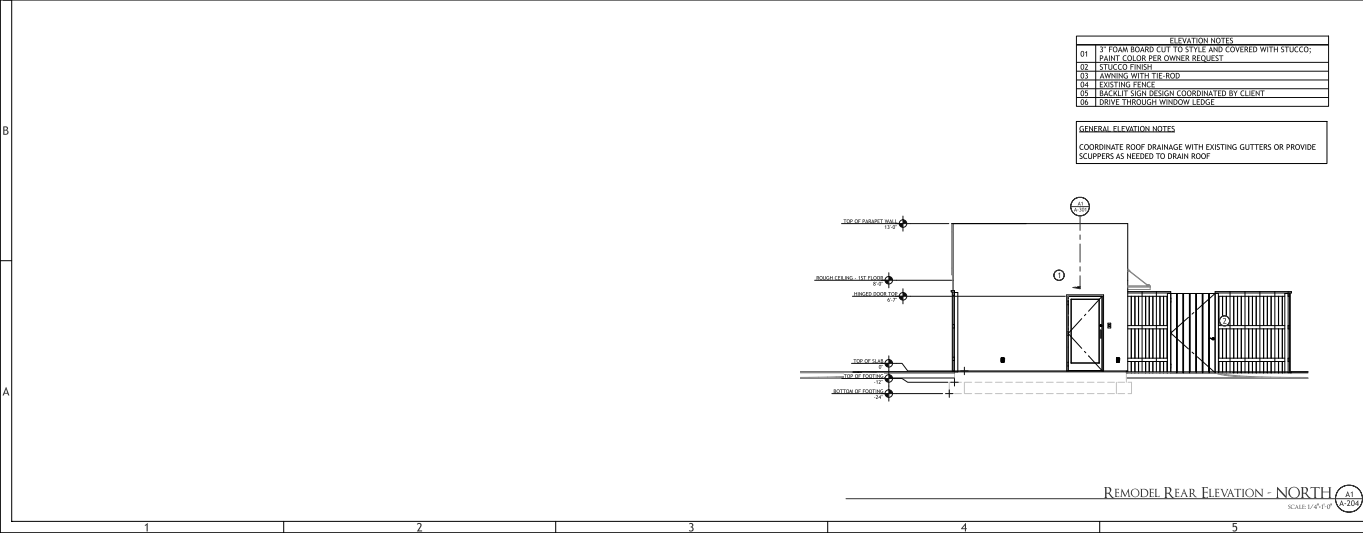
Revision Table		
Number	Date	Revised By / Description

PLAN FILE	
24-051 Rolling Cones Existing	
	DATE
	6/20/2024
SHEET	SCALE
A-203	


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REMODEL LEFT ELEVATION - WEST
SCALE: 1/4" = 1'-0" (A-204)



REMODEL REAR ELEVATION - NORTH
SCALE: 1/4" = 1'-0" (A-204)



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ARCHITECT:

ENGINEERING:

CONTRACTOR:

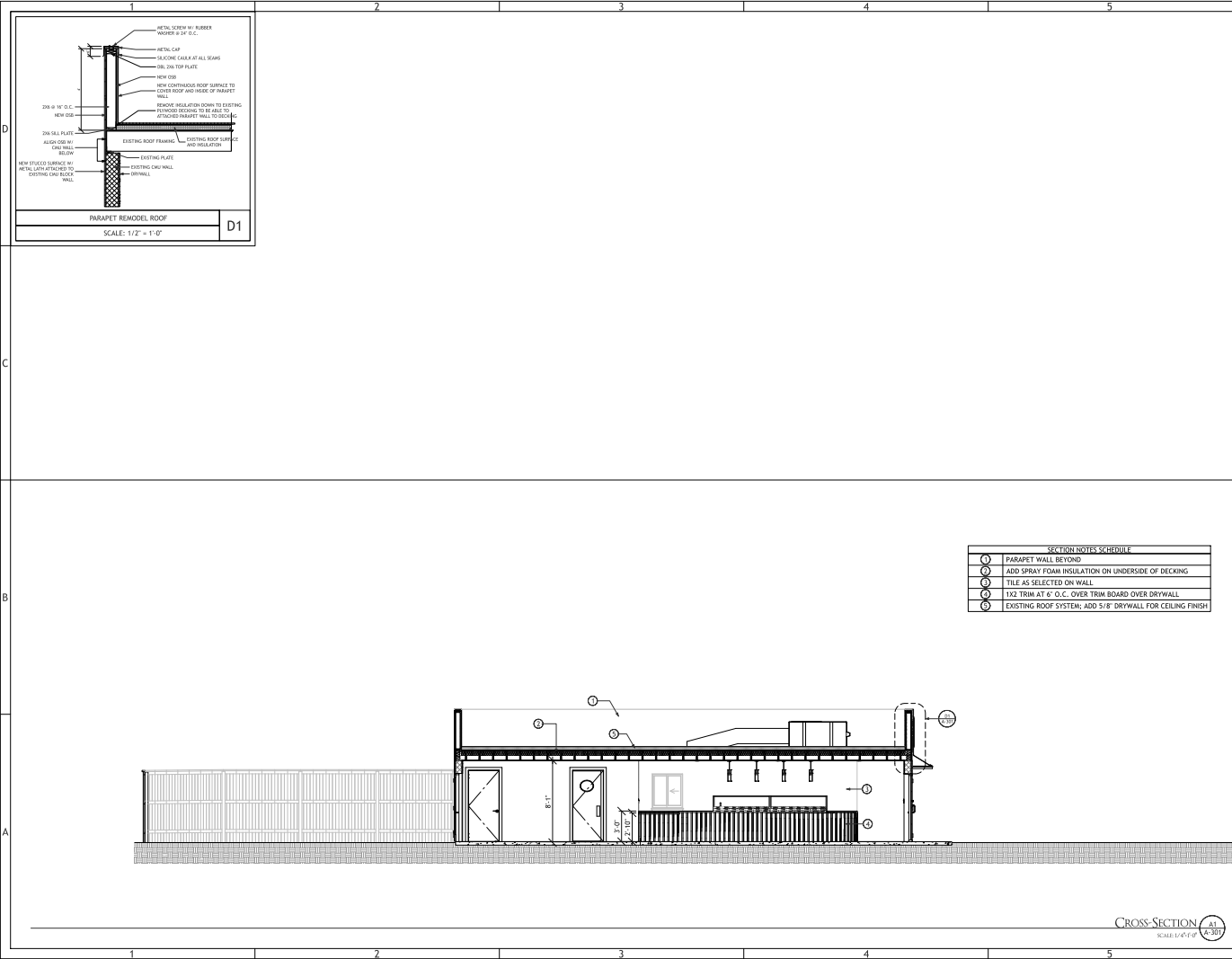
PROJECT NAME:
THE ROLLING CONES
3000 34TH STREET LUBBOCK, TEXAS 79401


SHEET NAME:
NEW ELEVATIONS

Revision Table		
Number	Date	Revised By / Description

PLAN FILE	
24-051 Rolling Cones Existing	
DATE	6/20/2024
SHEET	SCALE
A-204	

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1201 AVENUE K, SUITE 11
LUBBOCK, TEXAS 79401
OFFICE: 806.653.8607 FAX: 806.653.8608

ARCHITECT:

ENGINEERING:

CONTRACTOR:

PROJECT NAME:
THE ROLLING CONES
3006 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
SECTIONS

Revision Table		
Number	Date	Revised By / Description

PLAN FILE	
24-051 Rolling Cones Existing	
	DATE 6/20/2024
SHEET A-301	SCALE

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INTERIOR PERSPECTIVE VIEW
SCALE: NONE
A1
A-901



FRONT EXTERIOR PERSPECTIVE VIEW
SCALE: NONE
G1
A-901



INTERIOR PERSPECTIVE VIEW
SCALE: NONE
A1
A-901



FRONT EXTERIOR PERSPECTIVE VIEW
SCALE: NONE
A1
A-901



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1010 AVENUE K STREET
LUBBOCK, TEXAS 79401
OFFICE: 806.753.8607 EMAIL: aaron@adgtexas.com

ARCHITECT:

ENGINEERING:

CONTRACTOR:

PROJECT NAME:
THE ROLLING CONES
3006 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
**EXTERIOR 3D DRAWINGS,
ISOMETRIC VIEWS &
PERSPECTIVES**

Revision Table		
Number	Date	Revised By / Description

PLAN FILE	
24-051 Rolling Cones Existing	
	DATE
	6/20/2024
SHEET	SCALE
A-901	

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GENERAL PLUMBING NOTES:

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

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

SEE DIMENSIONED FLOOR PLAN FOR FURTHER REFERENCE.

ADJUST VENT PIPES TO CLEAR WHITTY LIGHTS IF NEEDED.

CONTRACTOR TO VERIFY LOCATION OF EXISTING PLUMBING FIXTURES AND MAKE SURE THEY ARE UP TO CODE AND SUITABLE FOR INTENDED USE.

GENERAL ELECTRICAL NOTES:

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

CONTRACTOR TO VERIFY LOCATION OF EXISTING ELECTRICAL AND MAKE SURE THEY ARE UP TO CODE AND SUITABLE FOR INTENDED USE.

I, Paul A. G. B. certify that I will be performing all work on Rolling Cones located at 3000 34th St in Lubbock, TX. All work will be done as defined in the scope of work and will comply with city codes and ordinances.

Name: Paul A. G. B.

Master Number: 72690

Signature: [Signature]

Date: 6/11/2024

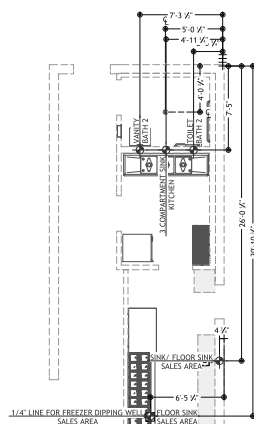
I, James B. G. B. certify that I will be performing all work on Rolling Cones located at 3000 34th St in Lubbock, TX. All work will be done as defined in the scope of work and will comply with city codes and ordinances.

Name: James B. G. B.

Master Number: 77104

Signature: [Signature]

Date: 6/12/24

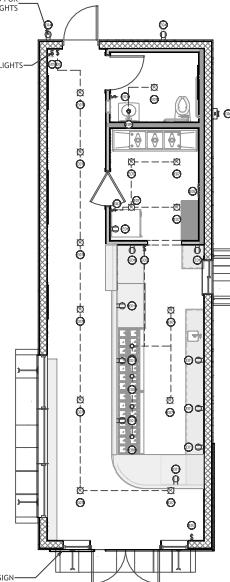


NO	SYMBOL	NUMBER	QTY	DESCRIPTION	REF HEIGHT	ATTACHED TO
1	6	E001	10	DUPLEX	11 1/2"	WALL
2	—	E002	1	ELECTRICAL PANEL - RECESSED	60"	WALL
3	1	E003	5	SINGLE POLE SWITCH	48"	WALL
4	0	E004	2	GFCI WP	11 1/2"	WALL
5	1	E005	1	WEATHERPROOF SWITCH	48"	WALL
6	1	E006	1	ELECTRIC METER	48"	WALL

NO	SYMBOL	NUMBER	QTY	DESCRIPTION	REF HEIGHT	ATTACHED TO
1	8	E007	14	RECESSED DOWN LIGHT 8"	0"	CEILING
2	0	E008	4	PENDANT LIGHT - OWNER TO SPECIFY	0"	CEILING
3	●	E009	1	CLIP ON PENDANT	0"	CEILING

POWER TO BE SUPPLIED FOR OUTDOOR STRING LIGHTS

SWITCH FOR OUTDOOR LIGHTS



FIRST FLOOR PLUMBING PLAN A1
SCALE: 3/4"=1'-0" P-101

ELECTRICAL PLAN A2
SCALE: 1/4"=1'-0" P-101



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LUBBOCK, TEXAS 79401
OFFICE: 806/5358607 FAX: 806/5358607

ARCHITECT:

ENGINEERING:

CONTRACTOR:

PROJECT NAME:
THE ROLLING CONES
3000 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
PLUMBING / ELECTRICAL PLAN

Number	Date	Revised By	Description

PLAN FILE
24-051 Rolling Cones Existing

DATE
6/20/2024

SHEET
P-101

SCALE

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Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to The Rolling Cones, located at 3006 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

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

The Rolling Cones are renovating their property at 3006 34th Street, which is located within the 34th Street Empowerment Zone, as designated by the City of Lubbock. The scope of the permittable project includes demolition, HVAC, electrical and plumbing repairs. The cost of the project is estimated to be \$31,350, and the requested grant amount is \$3,135. The Market Lubbock, Inc. Board of Directors approved this amount at their July 24, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$31,350, with \$3,135 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Brianna Brown, Business Development Director

APPROVED AS TO FORM:


Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
THE ROLLING CONES ICE CREAM TRUCK, LLC AT 3006 34TH STREET
COMMERCIAL REVITALIZATION GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 24, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to The Rolling Cones Ice Cream Truck, LLC, that is renovating their property at 3006 34th Street, which is located in a Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

The façade scope of work will include demolition, new framing, new windows and doors, and a new store front totaling \$48,420 in façade expenses. The permissible scope of work will include demolition, HVAC, Electrical, and Plumbing totaling \$31,350 in permissible expenses, with a total expense of \$79,770.

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

Grant The Rolling Cones Ice Cream Truck, LLC, a Commercial Revitalization Grant Program Façade Grant totaling \$24,210 and a Commercial Revitalization Grant Program Permittable Grant of \$3,135 at 3006 34th Street, once proof of payment has been submitted.

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

Upon Motion by Director, Mr. Brett Cate. , and Seconded by Director, Mr. Blake Womble,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with The Rolling Cones Ice Cream Truck, LLC, 3006 34th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC.
COMMERCIAL REVITALIZATION GRANT PROGRAM



3006 34th St.
(The Rolling Cones)

TOTAL SCOPE OF WORK = \$79,770

TOTAL GRANTS = \$27,345

SCOPE OF FAÇADE WORK = \$48,420

FAÇADE GRANT = \$24,210

SCOPE OF PERMITTABLE WORK = \$31,350

PERMITTABLE GRANT = \$3,135



**Commercial Revitalization Grant Program
Presented to MLI Board
June 26, 2024**

Project 3006 34th St. (Façade and Permittable)

The Rolling Cones Ice Cream Truck, LLC is renovating the property at 3006 34th, located within a Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

The façade scope of work will include demolition, new framing, new windows and doors, and a new store front totaling \$48,420 in façade expenses. The permittable scope of work will include demolition, HVAC, Electrical, and Plumbing totaling \$31,350 in permittable expenses, with a total expense of \$79,770.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program Façade Grant for The Rolling Cones Ice Cream Truck, LLC totaling \$24,210 and a Commercial Revitalization Grant Program Permittable Grant of \$3,135 at 3006 34th St.



Commercial Revitalization Grant - Application

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

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.23.8241

Market Lubbock, Inc.

1500 Broadway, Sixth Floor, Lubbock, TX 79401

Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	04/30/24
---	----------

Projected Project Start Date	05/15/24
------------------------------	----------

Project Property Address	3006 34th Street Lubbock, Tx
--------------------------	------------------------------

Property LCAD R#

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	The Rolling Cones
--------------	-------------------

Street Address	3501 county road 7660
----------------	-----------------------

City, State, Zip Lubbock, Tx 79423

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Jordan Lathram
------	----------------

Title	President
-------	-----------

Phone Number	575-631-6606
--------------	--------------

Email	rollingconestx@gmail.com
-------	--

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒

Lease ☐Owner Approved ☐Grant Type (May choose both if applicable): Permittable ☒

Façade ☒

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

Complete Remodel of building inside and out to turn into a ice cream shop. Moving plumbing and new hvac/electrical if needed

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Façade	\$48,420	\$24,210
Permittable	\$31,350	\$3,135
TOTAL	\$79,770	\$27,345

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

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
Jordan Lathram	100%		

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

Yes 

Are you in good standing with the State of Texas?

Yes 

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

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No 

Has the company or principals of the company had prior bankruptcies or lawsuits?

No 

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

Is the firm receiving tax revenue from any government agency?

No 

Is the firm a non-profit entity?

No 

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

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

Market Lubbock, Inc. (MLI) requirements:

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

Application Packet:

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

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

Date Final Documents Received: _____

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

After completion of construction:

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

Proof of Payment:

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

Overview

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

Grant Types

- **Permittable Projects**
 - Improvements require a City of Lubbock permit
 - Improvements may be made to the exterior and/or interior of the property
 - Improvements must total a minimum of \$5,000
 - The permissible grant reimburses 10% of approved expenses up to a \$50,000 grant
 - Permittable scope of work that may be considered:
 - HVAC
 - Plumbing
 - Electrical
 - Structural
 - Any other work requiring a City of Lubbock permit
- **Façade Projects**
 - Improvements may or may not require a City of Lubbock permit
 - Improvements must be made to the exterior of the property facing the most prominent street
 - Improvements must total a minimum of \$1,000
 - The façade grant reimburses 50% of approved expenses up to a \$25,000 grant
 - Façade scope of work that may be considered:
 - Painting
 - New windows and doors
 - Signage
 - Landscaping
 - Parking lots
 - Awnings
 - Any other work that improves the appearance of the façade

Signature (not required for electronic submittals): _____

Date: _____



Sanders BuildRite Construction
1502 98th Street
Lubbock, Texas 79423

Estimate

Date	Estimate #
5/9/2024	565

Name / Address
Jordan Lathram 3006 34th Street Lubbock, Texas 79410

			Project
			Ice Cream Shop
Description	Qty	Rate	Total
*Demo		8,970.00	8,970.00
Demo of inside building down to the cinder block walls			
Demo of wood exterior and soffit and fascia			
Demo of all electrical on the exterior of building			
Demolition on concrete smoker in the back of the building			
Demo of front and back doors, windows and block for new storefront glass			
Demo of all tile and flooring in building			
*Build Out		26,850.00	26,850.00
Frame new floorplan per architectural drawings provided by licensed architect and engineer (plans paid by customer)			
Build up exterior of building 4' and prep for eifs			
Frame and install new storefront doors and windows (storefront paid by customer)			
Exterior of building and back freezer building to consist of metal chair rail and eifs above around the entire project			
Sheetrock throughout building and tile down east wall (tile to be paid by customer)			
Wood special wall and wood slat checkout are to be custom made and installed			
Level, prep and level concrete slab and install tile (tile to be paid by customer)			
Level, prep and level concrete slab and install tile (tile to be paid by customer)			
We look forward to working with you!!		Total	



Sanders BuildRite Construction
1502 98th Street
Lubbock, Texas 79423

Estimate

Date	Estimate #
5/9/2024	565

Name / Address
Jordan Lathram 3006 34th Street Lubbock, Texas 79410

			Project
			Ice Cream Shop
Description	Qty	Rate	Total
*Plumbing Plumbing on the inside of building will be new and re-ran per floorplan One ADA bathroom to consist of toilet, lavatory and floor drain Kitchen area to have floor mop sink and hand was sink Checkout area and serving bar to have water and drain for scoop cleanout		11,500.00	11,500.00
*Electrical Electric on inside and outside of building will be new and re-ran per floorplan Electrical to consist of can lights throughout, plugs throughout and specialty wiring where needed Exterior freezer to be on separate panel (freezer pumps may need to be replaced) Exterior lighting for signage and curb appeal labor (specialty fixtures paid by customer)		15,670.00	15,670.00
*HVAC HVAC to be looked at and system tested New duct work and supplies/returns per plan New smart thermostat		4,180.00	4,180.00
We look forward to working with you!!		Total	



Sanders BuildRite Construction
1502 98th Street
Lubbock, Texas 79423

Estimate

Date	Estimate #
5/9/2024	565

Name / Address
Jordan Lathram 3006 34th Street Lubbock, Texas 79410

			Project
			Ice Cream Shop
Description	Qty	Rate	Total
*Misc		3,000.00	3,000.00
Onsite port o potty.			
Onsite dumpster			
Onsite signage			
Commercial coverage			
Project management and OHP		9,600.00	9,600.00
This bid is based off an estimate cost and unforeseens are not included.			
All work is warrantied throughout the entirety of the job and BRC is and will remain fully insured.			
Proposal does not include provisions for any items of work that are not specifically described.			
Specialty fixtures are to be provided by the customer.			
Upon approval, a 10% nonrefundable deposit is due for scheduling purposes.			
****Due to the unforeseen rise in material cost, all estimates are subject to change based on the price of material when ordered. ****			
We look forward to working with you!!		Total	\$79,770.00

THE ROLLING CONES

3006 34TH STREET LUBBOCK, TEXAS 79410

C

VICINITY MAP

B

AREA MAP



VICINITY MAP

PAGE GRID REFERENCE

- 0 - GENERAL; SYMBOL LEGEND, ABBREVIATIONS, GENERAL NOTES
- 1 - PLAN
- 2 - ELEVATIONS
- 3 - SECTIONS
- 4 - LARGE-SCALE DETAILS: PLANS, ELEVATIONS, SECTIONS (NOT DETAILS)
- 5 - DETAILS
- 6 - SCHEDULES AND DIAGRAMS
- 7 - USER-DEFINED
- 8 - USER-DEFINED
- 9 - 3D DRAWINGS: ISOMETRIC, PERSPECTIVES, PHOTOS

DISCIPLINE DESIGNATOR
SHEET TYPE
SEQUENCE NUMBER

AD101

D1	D2	D3	D4	D5
C1	C2	C3	C4	C5
B1	B2	B3	B4	B5
A1	A2	A3	A4	A5

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LABEL	TITLE
G-001	SITE PLAN & PROJECT INFORMATION
C-101	SITE PLAN
G-101	LIFE SAFETY PLAN
A-101	1ST FLOOR DIMENSIONED FRAMING PLAN
A-201	EXISTING ELEVATIONS
A-202	NEW ELEVATIONS
A-203	EXISTING ELEVATIONS
A-204	NEW ELEVATIONS
A-301	SECTIONS
A-901	EXTERIOR 3D DRAWINGS, ISOMETRIC VIEWS & PERSPECTIVES
P-101	PLUMBING/ ELECTRICAL PLAN

SUB-DIVISION	
LOT NUMBER	18
LEGAL DESCRIPTION	WESTMINISTER HTS BLK 1 L 18
LOT SQUARE FEET	7,840 SQFT
PHYSICAL ADDRESS	3006 34th Street
FRONT SET BACK	
REAR SET BACK	
RIGHT SIDE SET BACK	
LEFT SIDE SET BACK	
UTILITY EASEMENT (IF APPLICABLE)	

BUILDING CODES:	2015 INTERNATIONAL BUILDING CODE
	2015 INTERNATIONAL RESIDENTIAL CODE
	2015 INTERNATIONAL ENERGY CONSERVATION CODE
	2015 INTERNATIONAL PLUMBING CODE
	2015 INTERNATIONAL MECHANICAL CODE
	2015 INTERNATIONAL FUEL GAS CODE
	2014 NATIONAL ELECTRIC CODE
	AND THE LATEST EDITION OF THE CODE OF ORDINANCES OF LUBBOCK, TX
LOCALITY:	LUBBOCK, TEXAS 79410
USE:	SINGLE FAMILY RESIDENTIAL
TYPE OF CONSTRUCTION:	CONVENTIONAL LIGHT-FRAME CONSTRUCTION
STORIES:	ONE (1)
FROST LINE DEPTH:	12 INCHES
WIND SPEED:	90 MPH
ROOF SNOW LOAD:	20 PSF
SEISMIC CATEGORY:	A

CONDITIONED AREA		OVER-BRICK	
15T FLOOR		SQUARE FEET	
		678	
	SUBTOTAL	678	
OTHER AREAS			
PATIO		762	
	TOTAL	1,440	

OVER FRAME: ALL LIVING AREAS CALCULATED TO THE OUTSIDE FRAME WALL AND CENTER OF THE FRAME WALL ADJACENT TO THE GARAGE OR OTHER NON-A/C AREAS.

OVER VENEER: ALL LIVING AREAS CALCULATED TO THE OUTSIDE WALL SURFACE MATERIAL WALL AND CENTER OF THE FRAME WALL ADJACENT TO THE GARAGE OR OTHER NON-A/C AREAS.

	COUNTERTOPS	CABINET
	SQUARE FEET	LINEAR FEET
SALES AREA	76	15
TOTAL	76	15



ARCHITECT:

ENGINEERING:

CONTRACTOR:

◎◎◎◎◎

THE ROLLING CONES

3006 34TH STREET LUBBOCK, TEXAS 79400

SHEET NAME:

SITE PLAN & PROJECT INFORMATION

Revision Table			
Number	Date	Revised By	Description

24-051 Rolling Cones Existing

DATE _____

6/20/2024

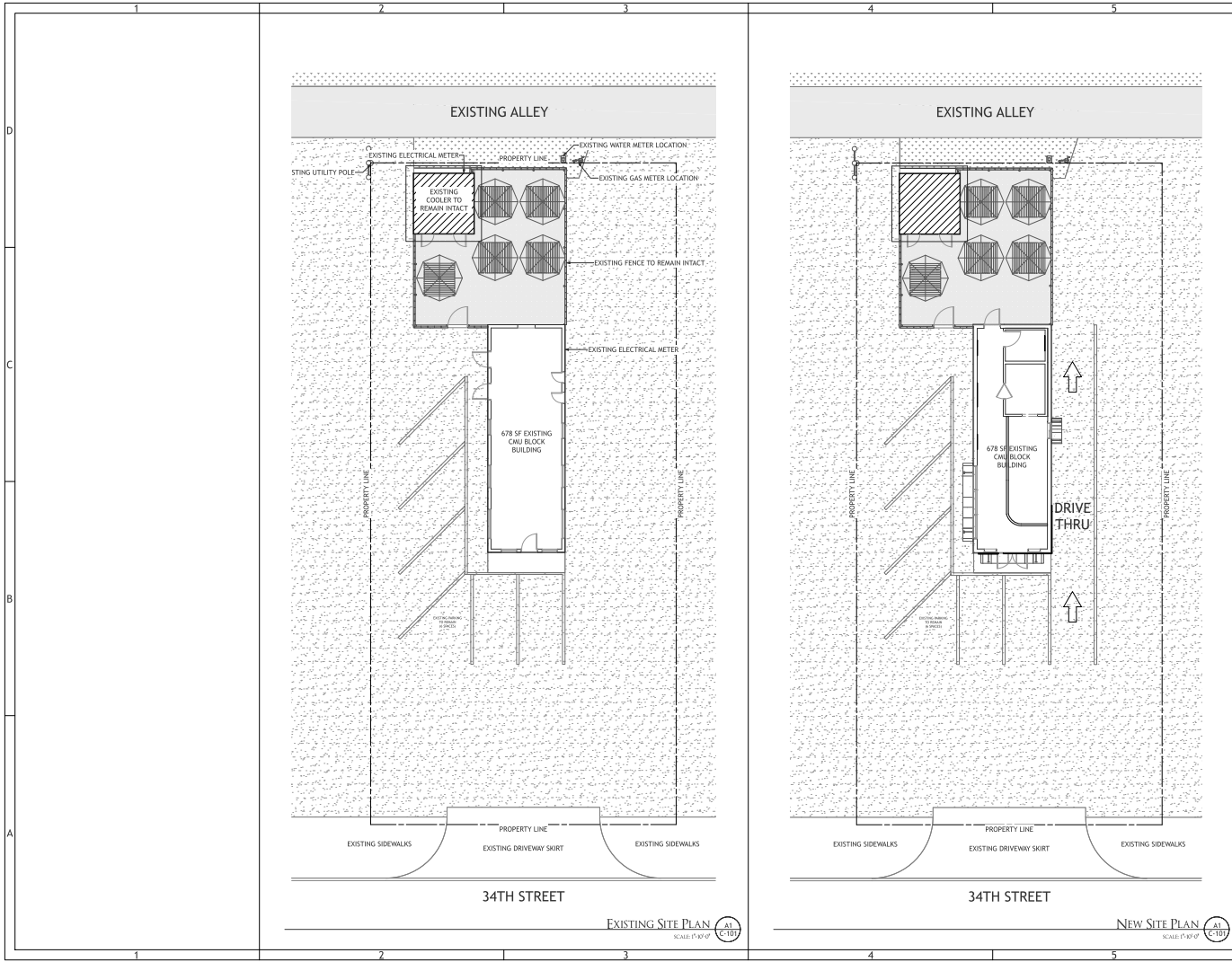
SHEET


SCALE

G-001

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ALL SQUARE FOOTAGES CALCULATED BASED ON WHAT IS DRAWN IN THESE DOCUMENTS. ANY VARIATION THAT IS MADE BEFORE OR DURING CONSTRUCTION BY THE CLIENT, CONTRACTOR OR SUB-CONTRACTOR WILL REQUIRE RECALCULATION. ALL SQUARE FOOTAGES (OTHER THAN CONDITIONED AREA) SHOULD BE CONSIDERED FOR ESTIMATING PURPOSES ONLY.





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LUBBOCK, TEXAS 79401
OFFICE: 806.753.8607 FAX: 806.753.8608

ARCHITECT:

ENGINEERING:

CONTRACTOR:

PROJECT NAME:
THE ROLLING CONES
3000 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
SITE PLAN

Revision Table	
Number	Date

PLAN FILE	
24-051 Rolling Cones Existing	
DATE	6/20/2024
SHEET	C-101

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GENERAL CONSTRUCTION NOTES

- ALL INTERIOR SURFACE FINISHES AND COLORS TO BE DETERMINED BY CLIENT AND COORDINATED WITH CONTRACTOR
- ALL WALL TYPES WITH GREEN BOARD TO BE INSTALLED ON PLUMBING (WET) SIDE OF WALL
- ALL FIXTURES TO BE INSTALLED BY LICENSED PROFESSIONALS ACCORDING TO MANUFACTURERS INSTALLATION SPECIFICATIONS

WINDOW SCHEDULE					
NUMBER	QTY	SIZE	TOP	DESCRIPTION	DIVIDED LITES
W01	1	41032FX	79"	FIXED GLASS	1
W02	2	4932FX	79"	FIXED GLASS	1
W03	1	3035LS	80"	LEFT SLIDING	1 / 1
W04	2	2568FX	80"	FIXED GLASS	2X4

EQUIPMENT NOTES	
01	BEVERAGE COOLER (PROVIDED BY OWNER)
02	3 BAY SINK
03	1/1" REACH-IN COOLER (PROVIDED BY OWNER)
04	ICE CREAM FREEZER DISPLAY (PROVIDED BY OWNER)
05	1/1" REACH-IN FREEZER (PROVIDED BY OWNER)
06	HAND WASH SINK
07	POINT OF SALE STATION
08	2X4 HALF WALL UNDER COUNTER: COUNTER AT 36" A.F.F
09	COUNTER AT 36" A.F.F. MAX PER ADA REQ.
10	12" COUNTER MOUNTED AT 4" A.F.F. 90° ANGLE BRACKETS @ 36" O.C.
11	DRIVE THROUGH WINDOW COUNTER



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 LUBBOCK, TEXAS 79401
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PROJECT NAME:

THE ROLLING CONES

3006 34TH STREET LUBBOCK, TEXAS 79402

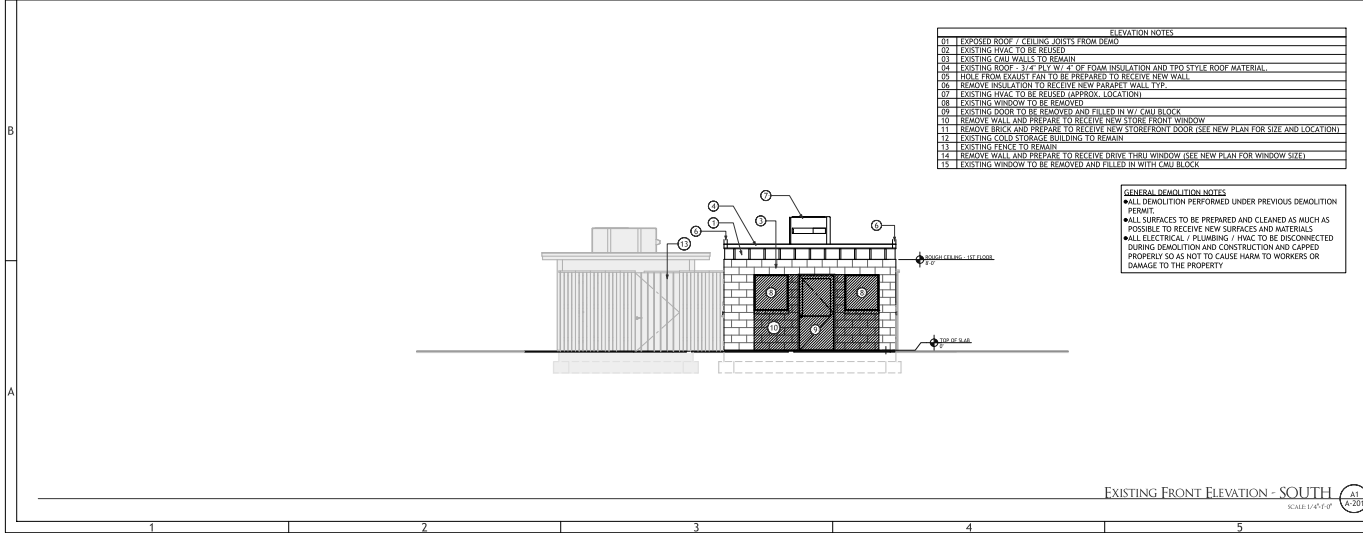
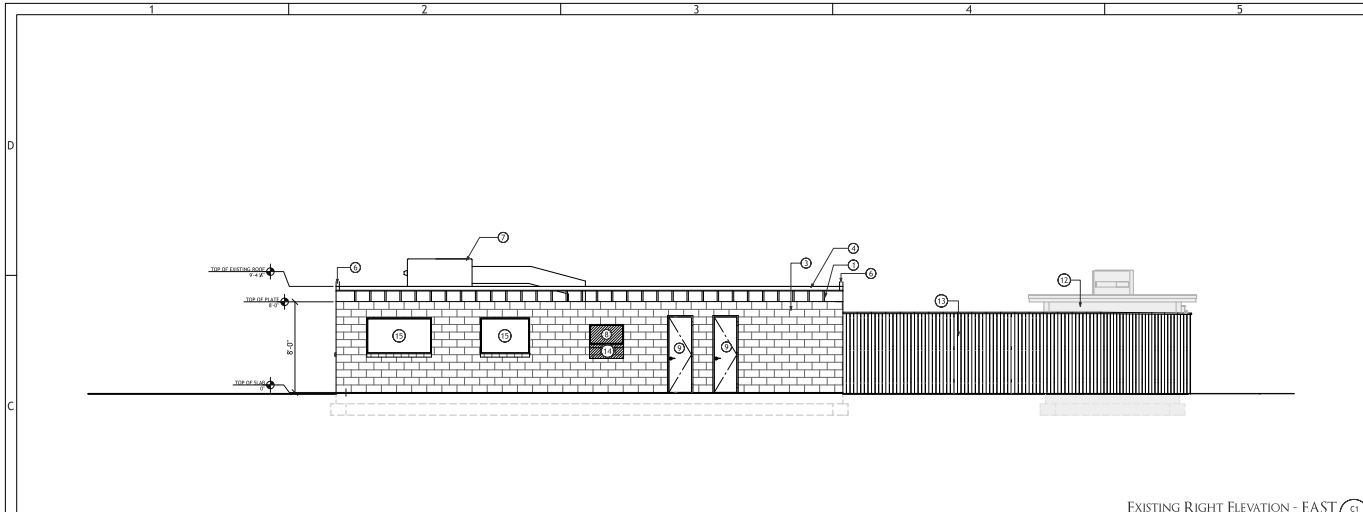
SHEET NAME:

**1ST FLOOR DIMENSIONED
FRAMING PLAN**

Revision Table			
Number	Date	Revised By	Description

PLAN FILE	
24-051 Rolling Cones Existing	
	DATE
	6/20/2024
SHEET	SCALE
A-101	

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ELEVATION NOTES	
01	EXPOSED ROOF / CEILING JOISTS FROM DEMO
02	EXISTING HWAL TO BE REUSE
03	EXISTING CMU WALLS TO REMAIN
04	EXISTING ROOF - 3/4\"/>
05	HOLE FROM EXISTING CAN TO BE PREPARED TO RECEIVE NEW WALL
06	REMOVE INSULATION TO RECEIVE NEW PARAPET WALL TYP.
07	EXISTING TYPICAL TO BE REUSED APPROX. LOCATION
08	EXISTING WINDOW TO BE REMOVED
09	EXISTING DOOR TO BE REMOVED AND FILLED IN W/ CMU BLOCK
10	REMOVE WALL AND PREPARE TO RECEIVE NEW STORE FRONT WINDOW
11	REMOVE BRK. AND PREPARE TO RECEIVE NEW STOREFRONT DOOR (SEE NEW PLAN FOR SIZE AND LOCATION)
12	EXISTING GOLF STORAGE BUILDING TO REMAIN
13	EXISTING FENCE TO REMAIN
14	REMOVE WALL AND PREPARE TO RECEIVE DRIVE THRU WINDOW (SEE NEW PLAN FOR WINDOW SIZE)
15	EXISTING WINDOW TO BE REMOVED AND FILLED IN WITH CMU BLOCK

GENERAL DEMOLITION NOTES	
● ALL DEMOLITION PERFORMED UNDER PREVIOUS DEMOLITION PERMIT.	
● ALL SURFACES TO BE PREPARED AND CLEANED AS MUCH AS POSSIBLE TO RECEIVE NEW SURFACES AND MATERIALS	
● ALL ELECTRICAL / PLUMBING / HVAC TO BE DISCONNECTED DURING DEMOLITION AND CONSTRUCTION AND CAPPED PROPERLY SO AS NOT TO CAUSE HARM TO WORKERS OR DAMAGE TO THE PROPERTY	



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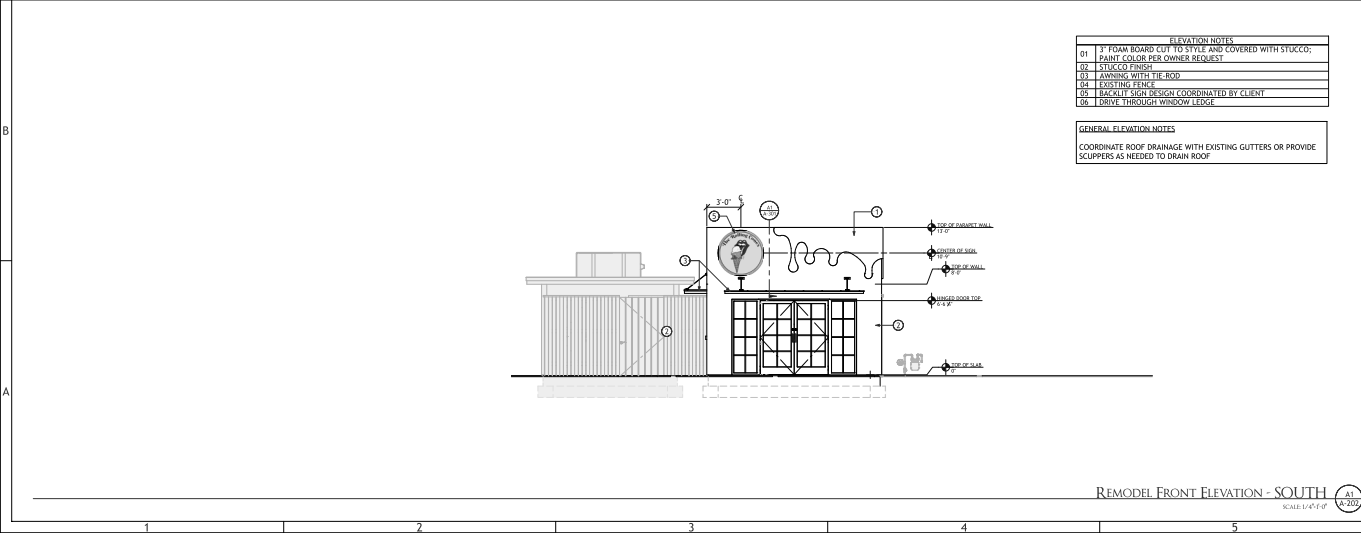
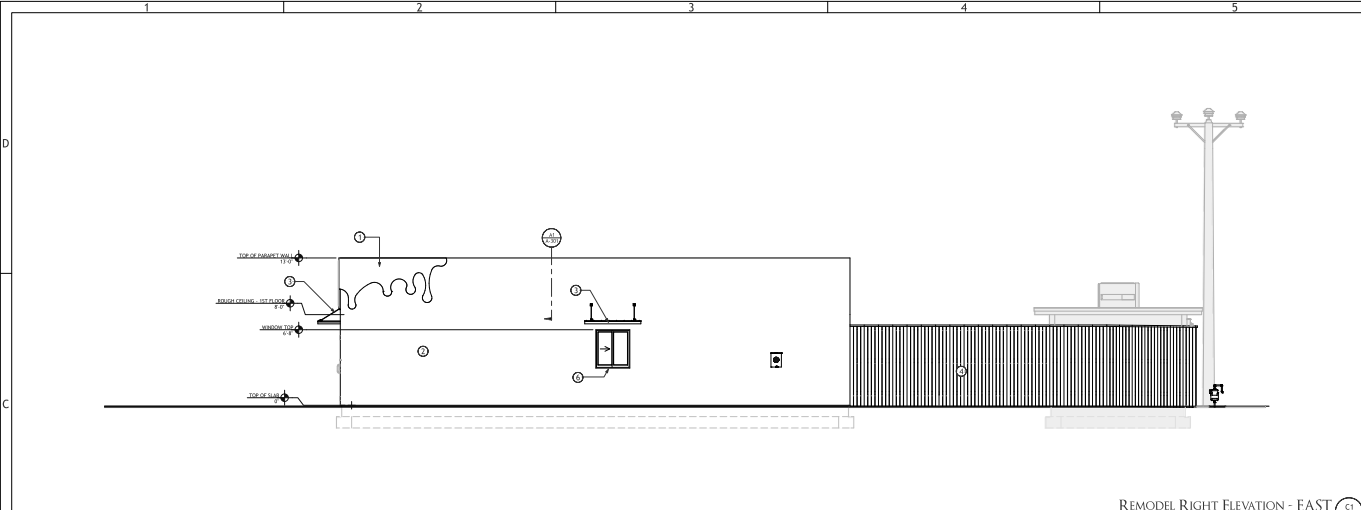
PROJECT NAME:
THE ROLLING CONES
3000 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
EXISTING ELEVATIONS

Revision Table		
Number	Date	Revised By / Description

PLAN FILE	
24-051 Rolling Cones Existing	
	DATE
	6/20/2024
SHEET	SCALE
A-201	

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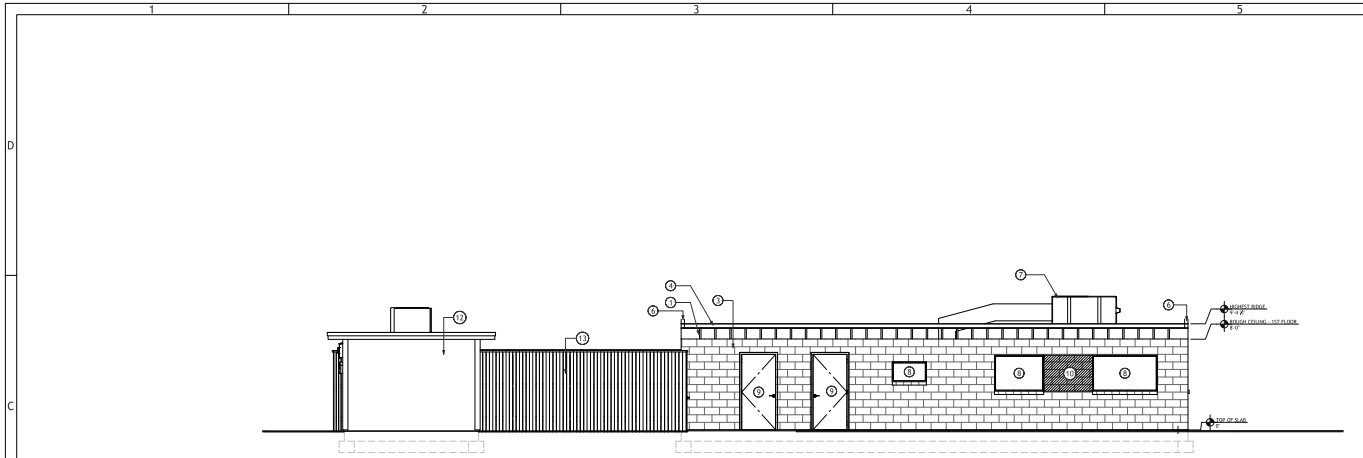
PROJECT NAME:
THE ROLLING CONES
3000 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
NEW ELEVATIONS

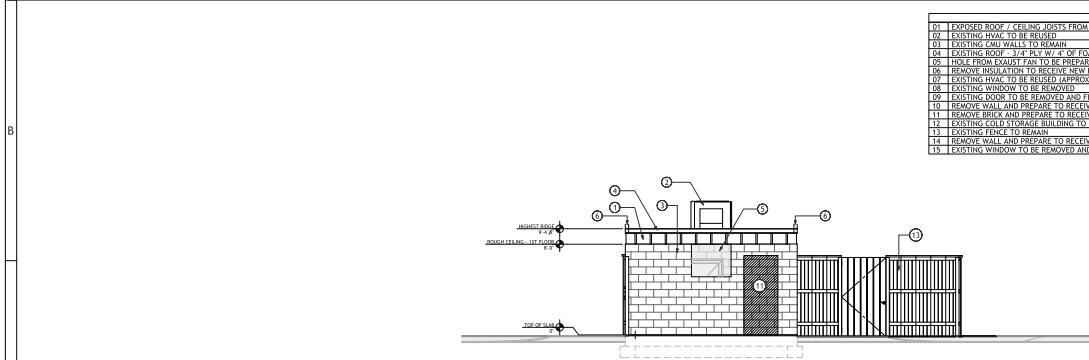
Revision Table		
Number	Date	Revised By / Description

PLAN FILE	
24-051 Rolling Cones Existing	
	DATE
	6/20/2024
SHEET	SCALE
A-202	

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EXISTING LEFT ELEVATION - WEST
SCALE: 1/4" = 1' @ A-203



ELEVATION NOTES	
01	EXPOSED ROOF / CEILING JOISTS FROM DEMO
02	EXISTING HVAC TO BE REUSED
03	EXISTING CMU WALLS TO REMAIN
04	EXISTING ROOF - 3/4" PLY W/ 4" OF FOAM INSULATION AND TPO STYLE ROOF MATERIAL
05	ROOF FROM EXISTING FIB TO BE PREPARED TO RECEIVE NEW WALL
06	REMOVE INSULATION TO RECEIVE NEW PARAPET WALL EYP
07	EXISTING HVAC TO BE REUSED (EXISTING LOCATIONS)
08	EXISTING WINDOW TO BE REMOVED
09	EXISTING DOOR TO BE DEMOLISHED AND FILLED IN WITH CMU BLOCK
10	REMOVE WALL AND PREPARE TO RECEIVE NEW STORE FRONT WINDOW
11	REMOVE BRICK AND PREPARE TO RECEIVE NEW STORE FRONT DOOR (SEE NEW PLAN FOR SIZE AND LOCATION)
12	EXISTING GOLF SHOP/STORAGE BUILDING TO REMAIN
13	EXISTING FENCE TO REMAIN
14	REMOVE WALL AND PREPARE TO RECEIVE DRIVE THRU WINDOW (SEE NEW PLAN FOR WINDOW SIZE)
15	EXISTING WINDOW TO BE REMOVED AND FILLED IN WITH CMU BLOCK

GENERAL DEMOLITION NOTES
ALL DEMOLITION PERFORMED UNDER PREVIOUS DEMOLITION PERMIT
ALL SURFACES TO BE PREPARED AND CLEANED AS MUCH AS POSSIBLE TO RECEIVE NEW SURFACES AND MATERIALS
ALL ELECTRICAL / PLUMBING / HVAC TO BE DISCONNECTED DURING DEMOLITION AND CONSTRUCTION AND CAPPED PROPERLY SO AS NOT TO CAUSE HARM TO WORKERS OR DAMAGE TO THE PROPERTY



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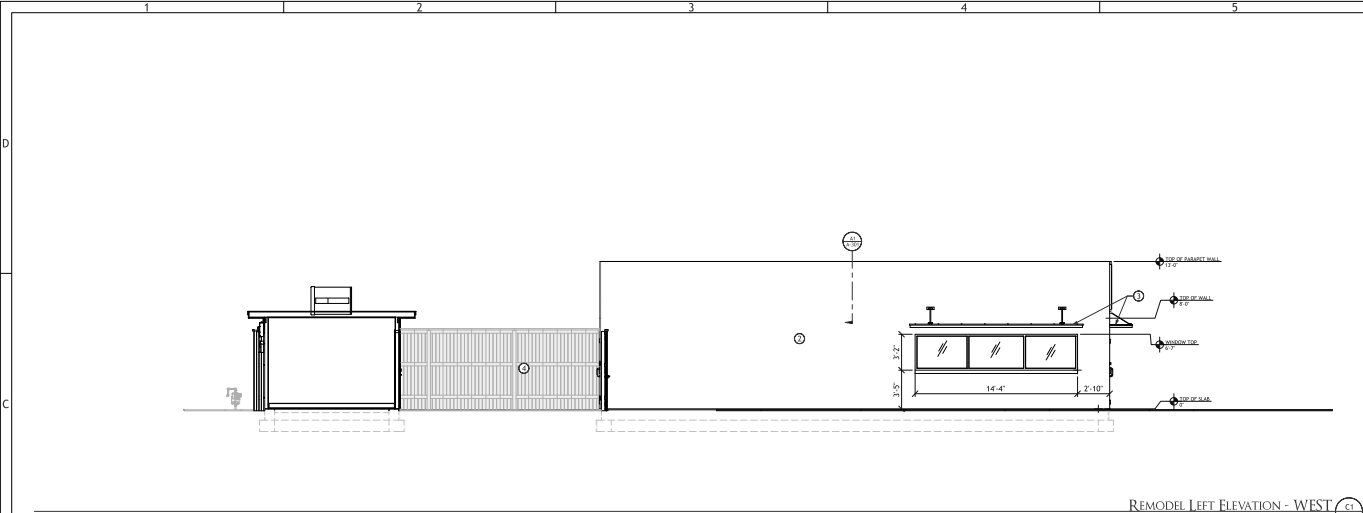
PROJECT NAME:
THE ROLLING CONES
3000 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
EXISTING ELEVATIONS

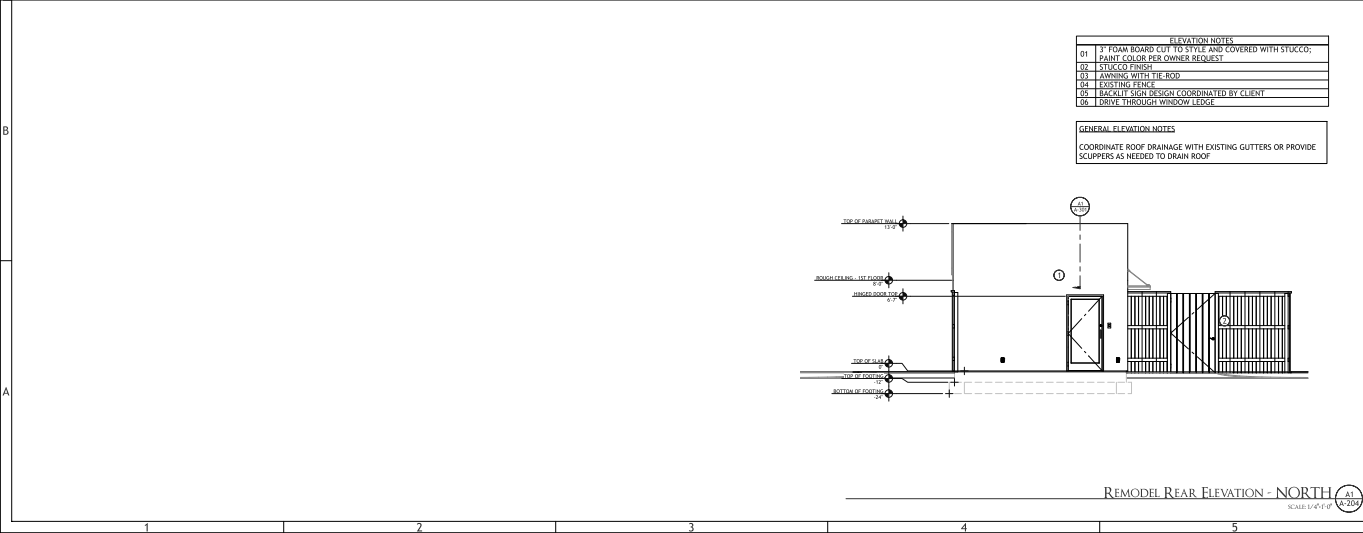
Revision Table		
Number	Date	Revised By / Description

PLAN FILE	
24-051 Rolling Cones Existing	
DATE	6/20/2024
SHEET	SCALE
A-203	


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REMODEL LEFT ELEVATION - WEST
SCALE: 1/4" = 1'-0" (A-203)



REMODEL REAR ELEVATION - NORTH
SCALE: 1/4" = 1'-0" (A-204)



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ENGINEERING:

CONTRACTOR:

PROJECT NAME:
THE ROLLING CONES
3000 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
NEW ELEVATIONS

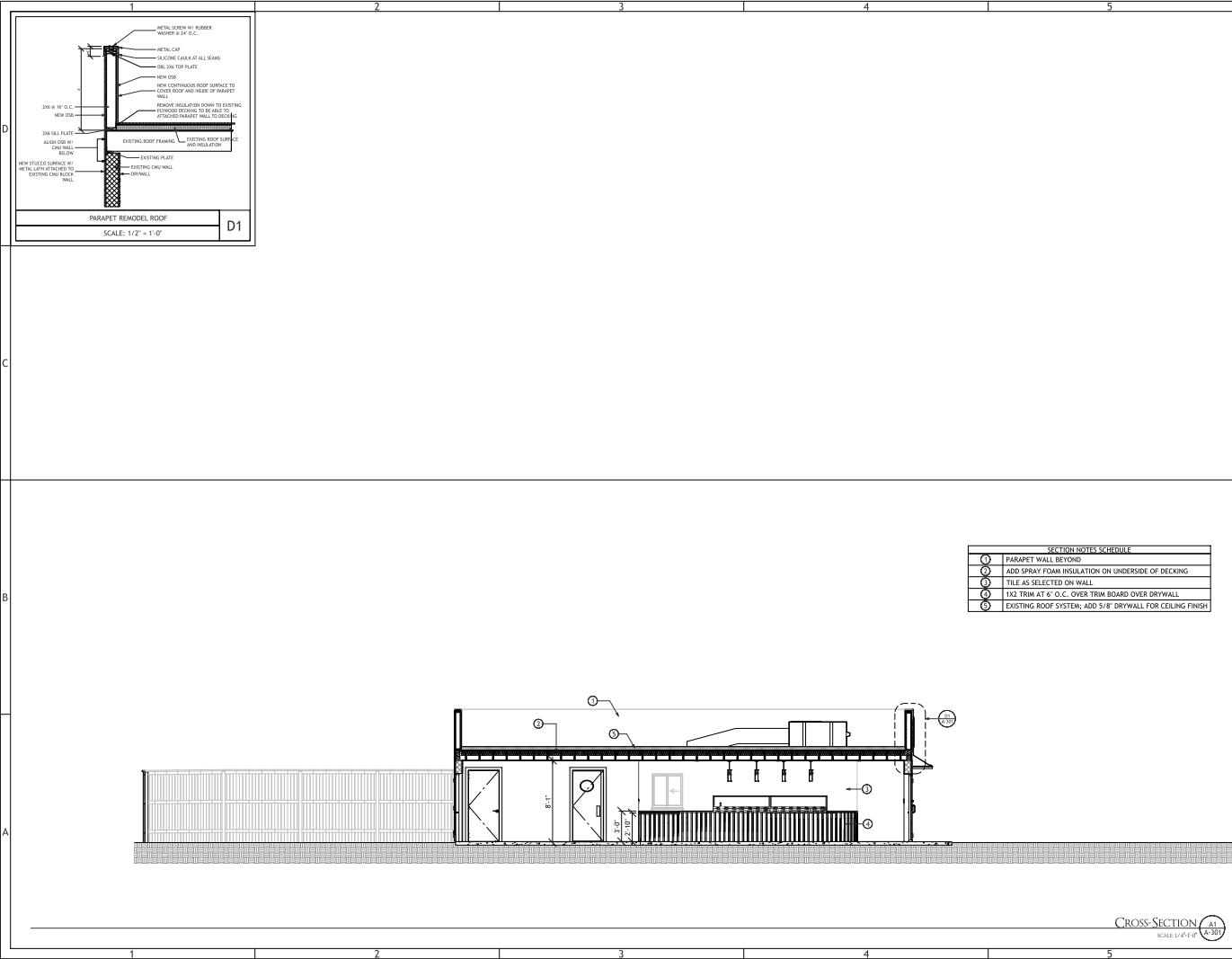
Revision Table		
Number	Date	Revised By / Description

PLAN FILE
24-051 Rolling Cones Existing

DATE
6/20/2024

SHEET	SCALE
A-204	

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ARCHITECT:

ENGINEERING:

CONTRACTOR:

PROJECT NAME:
THE ROLLING CONES
3006 34TH STREET LUBBOCK, TEXAS 79401

SHEET NAME:
SECTIONS

Revision Table		
Number	Date	Revised By / Description

PLAN FILE	
24-051 Rolling Cones Existing	
	DATE
	6/20/2024
SHEET	SCALE
A-301	

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INTERIOR PERSPECTIVE VIEW
SCALE: NONE
A1
A-901



FRONT EXTERIOR PERSPECTIVE VIEW
SCALE: NONE
G1
A-901



INTERIOR PERSPECTIVE VIEW
SCALE: NONE
A1
A-901



FRONT EXTERIOR PERSPECTIVE VIEW
SCALE: NONE
A1
A-901



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1010 AVENUE K STREET
LUBBOCK, TEXAS 79401
OFFICE: 806.753.8607 EMAIL: aaron@adgtexas.com

ARCHITECT:

ENGINEERING:

CONTRACTOR:

PROJECT NAME:
THE ROLLING CONES
3006 34TH STREET LUBBOCK, TEXAS 79402

SHEET NAME:
**EXTERIOR 3D DRAWINGS,
ISOMETRIC VIEWS &
PERSPECTIVES**

Revision Table		
Number	Date	Revised By / Description

PLAN FILE	
24-051 Rolling Cones Existing	
	DATE
	6/20/2024
SHEET	SCALE
A-901	

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AARON ROBERTSON

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

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

SEE DIMENSIONED FLOOR PLAN FOR FURTHER REFERENCE.

ADJUST VENT PIPES TO CLEAR VANITY LIGHTS IF NEEDED.

CONTRACTOR TO VERIFY LOCATION OF EXISTING PLUMBING FIXTURES AND MAKE SURE THEY ARE UP TO CODE AND SUITABLE FOR INTENDED USE.

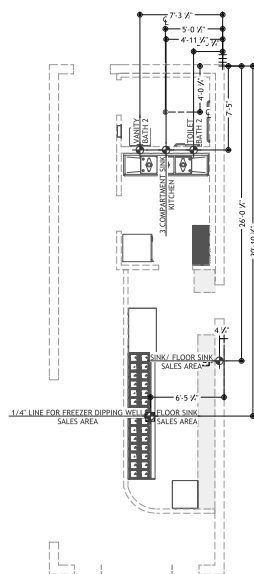
I, Amir Khan, certify that I will be performing all work on Rolling Cones located at 3006 34th ST in Lubbock, TX. All work will be done as defined in the scope of work and will comply with city codes and ordinances.







Name: Timothy Asquith



Master Number: 92690

52

Signature: [Signature]



OUTLETS AND SWITCH SCHEDULE					
PD SYMBOL	NUMBER	QTY	DESCRIPTION	BFF HEIGHT	ATTACHED TO
	E01	10	DUPLEX	11 1/2"	WALL
	E02	1	ELECTRICAL PANEL - RECESSED	60"	WALL
	E03	5	SINGLE POLE SWITCH	48"	WALL
	E04	2	GFCI WP	11 1/2"	WALL
	E05	1	WEATHERPROOF SWITCH	48"	WALL
	E06	1	ELECTRIC METER	48"	WALL

LIGHTING, FANS AND OTHER SCHEDULE					
2D SYMBOL	NUMBER	QTY	DESCRIPTION	REF HEIGHT	ATTACHED
	E07	14	RECESSED DOWN LIGHT 6	0"	CEILING
	E08	4	PENDANT LIGHT; OWNER TO SPECIFY	0"	CEILING
	E09	1	CHILTON PENDANT	0"	CEILING

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

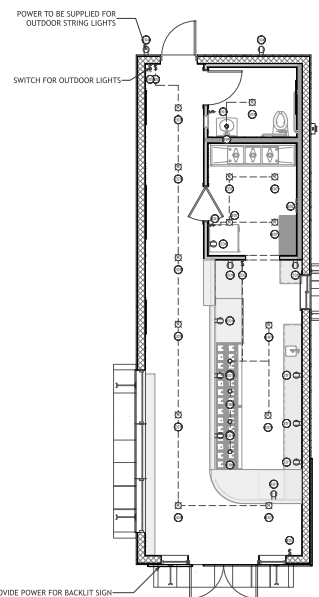
CONTRACTOR TO VERIFY LOCATION OF EXISTING ELECTRICAL AND MAKE SURE THEY ARE UP TO CODE AND SUITABLE FOR INTENDED USE.

I, James E. Hall, certify that I will be performing all work on Rolling Cones located at 3008 34th ST in Lubbock, TX. All work will be done as defined in the scope of work and will comply

Name: JERRY PASTERFELD

Master Number: 79104

Signature: *O. J. ...*



FIRST FLOOR PLUMBING PLAN

SCALE: 1/4"=1'-0"

A1
P-101

ELECTRICAL PLAN

SCALE 1/4"=1'-0"

A5
P-101



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LUBBOCK, TEXAS 79401
OFFICE: 806.853.8667 EMAIL: aaron@adgtexas.com

ARCHITECT:

ENGINEERING:

CONTRACTOR:

PROJECT NAME:
THE ROLLING CONES

3006 34TH STREET LUBBOCK, TEXAS 79400

SHEET NAME:

PLUMBING/ ELECTRICAL
PLAN

[illegible]

PLAN FILE

24-051 Rolling Cones Existing

DATE _____

6/20/2024

6/20/2024

SHEET

P-101

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Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Elida Morin, located at 1819 E. Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

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

Elida Morin is renovating her property at 1819 E. Broadway, located within the Lubbock East Neighborhood Empowerment Zone, as designated by the City of Lubbock. The scope of the facade project includes parking lot repair, exterior paint, fencing and curb repair. The cost of the project is estimated to be \$33,648, and the requested grant amount is \$16,824. The Market Lubbock, Inc. Board of Directors approved this amount at their July 24, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$33,648, with \$16,824 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

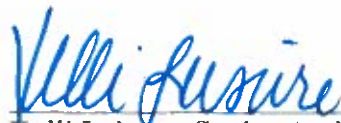
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
ELIDA MORIN, PROPERTY OWNER AT 1819 E. BROADWAY
COMMERCIAL REVITALIZATION GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 24, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Elida Morin, who is renovating her property at 1819 E. Broadway, which is located in a Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock. The vacant building will be converted into an event center once the project is complete.

The scope of work includes renovations to the parking lot, exterior painting, fencing, curbs, roof, and a new fire sprinkler system totaling \$103,627 in expenses. (Façade expenses \$33,648 and Permittable expenses \$69,979). There are additional expenses not covered by the grant program (interior flooring, paint, etc.) totaling in excess of \$30,000.

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

Grant Elida Morin, Property Owner, a Commercial Revitalization Grant Program Façade Grant totaling \$16,824 and a Permittable Grant of \$6,998 for 1819 E. Broadway, once proof of payment has been submitted.

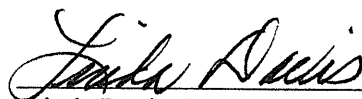
WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and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

Upon Motion by Director, Mr. Brett Cate, and Seconded by Director, Dr. Lori Rice-Spearman,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Elida Morin, Property Owner, 1819 E. Broadway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC.
COMMERCIAL REVITALIZATION GRANT PROGRAM



1819 E. Broadway
(Elida Morin – Property Owner)

TOTAL SCOPE OF WORK = \$103,627

TOTAL GRANT = \$23,822

FACADE SCOPE OF WORK = \$33,648

FAÇADE GRANT = \$16,824

PERMITTABLE SCOPE OF WORK = \$69,979

PERMITTABLE GRANT = \$6,998



**Commercial Revitalization Grant Program
Presented to MLI Board
July 24, 2024**

Project 1819 E. Broadway (Elida Morin)

Elida Morin is renovating her property at 1819 E. Broadway, located within the East Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock. The vacant building will be converted into an event center once the project is complete.

The scope of work includes renovations to the parking lot, exterior painting, fencing, curbs, roof, and a new fire sprinkler system totaling \$103,627 in expenses. (Façade expenses \$33,648 and Permittable expenses \$69,979). There are additional expenses not covered by the grant program (interior flooring, paint, etc.) totaling in excess of \$30,000.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program Façade Grant for Elida Morin totaling \$16,824 and a Permittable Grant of \$6,998 at 1819 E. Broadway.



Commercial Revitalization Grant Program - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 02/13/19

Projected Project Start Date Ongoing

Project Property Address 1819 E. Broadway, Lubbock, TX
Property LCAD R# 123263

GENERAL INFORMATION ABOUT THE COMPANY

Company Name
Street Address
City, State, Zip

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name Elida Morin
Title Property Owner
Phone Number 806-773-6903
Email efmor4@hotmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐
Owner Approved ☐

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

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

Façade renovations include the parking lot, exterior paint, fencing, and curbs. Permittable renovations include the roof and a new fire sprinkler system.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Façade - Crushed Asphalt	\$2,835	\$1,418
Façade - Exterior Paint	\$11,500	\$5,750
Façade - Fence and Gate	\$11,713	\$5,857
Façade - Front Porch & Curb	\$4,800	\$2,400
Façade - Front Wall	\$2,800	\$1,400
	\$33,648	\$16,824
Permittable - Fire Sprinkler System	\$52,700	\$5,270
Permittable - Roof	\$17,279	\$1,728
	\$69,979	\$6,998
TOTAL	\$103,627	\$23,822

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
Elida Morin	100%		

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

No 

Are you in good standing with the State of Texas?

No 

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

Business in creation stage. Project paid for by building owner.

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No 

Has the company or principals of the company had prior bankruptcies or lawsuits?

No 

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

Is the firm receiving tax revenue from any government agency?

No 

Is the firm a non-profit entity?

No 

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

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

Market Lubbock, Inc. (MLI) requirements:

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

Application Packet:

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

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

Date Final Documents Received: _____

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

After completion of construction:

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

Proof of Payment:

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

Overview

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

Grant Types

- **Permittable Projects**
 - Improvements require a City of Lubbock permit
 - Improvements may be made to the exterior and/or interior of the property
 - Improvements must total a minimum of \$5,000
 - The permissible grant reimburses 10% of approved expenses up to a \$50,000 grant
 - Permittable scope of work that may be considered:
 - HVAC
 - Plumbing
 - Electrical
 - Structural
 - Any other work requiring a City of Lubbock permit
- **Façade Projects**
 - Improvements may or may not require a City of Lubbock permit
 - Improvements must be made to the exterior of the property facing the most prominent street
 - Improvements must total a minimum of \$1,000
 - The façade grant reimburses 50% of approved expenses up to a \$25,000 grant
 - Façade scope of work that may be considered:
 - Painting
 - New windows and doors
 - Signage
 - Landscaping
 - Parking lots
 - Awnings
 - Any other work that improves the appearance of the façade

Signature (not required for electronic submittals): Elida Morin per email

Date: 2/13/2019

Façade Expense: \$2,835.00

A photograph of a gravel-covered field with sparse green grass. In the background, there are industrial buildings, a tree, and a large concrete wall on the right.

1819 E. Broadway – Exterior Paint

Façade Expense: \$11,500.00

Paint outside building Jan. 26, 2022

NAME Rudy Morin

ADDRESS 1819 E. Broadway

CITY STATE ZIP Lubbock, TX 79403

WALLS ☒ CRACKS ☒ CHIMNEYS ☐ UNPAINTED ☐ REPAIRS ☐ PAINT ☐

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	scrape and pressure		
2	wash entire building		
3	Fill all cracks and		
4	sims, re stucco west		
5	side of building and		
6	paint all of the		
7	building. material		
8	included.		
9			
10	NO permit required		
11			
12			
13			
14			
15			
16			
17			
18			

total \$11,500.00

paid in full

Joanna Chavira

RECEIVED BY

KEEP THIS SLIP FOR REFERENCE



1819 E. Broadway – Metal Fence and Gate

Façade Expense: \$11,712.65

INVOICE
Bella Irrigation and Fencing
801 Idaho Road
Lubbock TX 79403
gilbertbenavides30@gmail.com
+1 (806) 781-5956

Elida Morin
Bill to
Elida Morin

Actual date of service 1-12-22

Invoice details
Invoice no.: 100210
Invoice date: 05/20/2022
Due date: 05/20/2022

#	Product or service	Description	Qty	Rate	Amount
1.	Metal fence	all metal 12 hours welding \$81 liner foot concrete footing 4ft tall no permit required	120	\$81.00	\$9,720.00
2.	Metal gate x 2	8ft opening and door opening	1	\$1,100.00	\$1,100.00

Subtotal \$10,820.00
Sales tax \$892.65
Total \$11,712.65

Overdue 05/20/2022

Ways to pay
MasterCard VISA American Express Discover

Note to customer
Thank you for your business.

pd in full



1819 E. Broadway – Front Porch and Curb

Façade Expense: \$4,800.00

755466

CUSTOMER'S ORDER NO.		DATE	
Front porch		8/18/22	
NAME			
Rudy Morin			
ADDRESS			
1819 E. Broadway			
CITY, STATE, ZIP			
Lubbock, TX 79403			
SALES BY	CASH	C.C.D.	
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Repair curb		
2	concrete and side		
3	walk. Porch		
4	pressure wash prep		
5	and Paints		
6			
7	No permit		
8	required.		
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

\$4800.00
Paid in Full
Lamin Chaz




1819 E. Broadway – Front Wall

Façade Expense: \$2,800.00

CUSTOMER'S OFFICE NO.		DEPARTMENT	DATE
Repair Wall in Front of Building			8/24/22
NAME Rudy Morin			
ADDRESS 1819 E. Broadway			
CITY, STATE, ZIP Lubbock, TX 79403			
PAID BY		CASH	C.O.D.
		CHECK	CREDIT
RECEIVED FROM			
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Replace Front walls with corrugated iron 10 sheets, plus screws and cuts		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Paid in Full \$2,800.00

Fanin Chas



1819 E. Broadway – Fire Sprinkler System

Permittable Expense: \$52,700.00

ABCO Fire Protection, Inc.

14292 Hwy. 87, South
Lubbock, Texas 79423

TXSC No: 0249
OSDH #: 638

Telephone: 806-745-3398
1-800-999-0048
FAX: 806-745-1275
EMAIL: abcofire@ms-online.net

STANDARD BID FORM

Date: June 19, 2024

TO: ("Buyer") Rudy Morin
ADDRESS:

Project: 1819 Venue
Fire Sprinkler System
Lubbock, Texas


For the sum of Fifty Two Thousand Seven Hundred Dollars and 00/100 (\$52,700.00) ABCO FIRE PROTECTION, INC. ("Seller") propose to furnish and install an Automatic Fire Sprinkler system in the above referenced project as herein specified. Installation and design to be in accordance with plans and specification provided by the Buyer.

Proposal includes furnishing and installing the following:

1. City water tap. Approximately 50 ft of fire line from the tap to the building.
2. A complete wet pipe fire sprinkler system to protect the entire building 5000 ft above and below due to wood deck.
3. Alarm monitoring system
4. Shop Drawings

PROPOSAL EXCLUDES THE FOLLOWING:

1. Painting or pipe identification
2. electrical
3. Protection from freezing.
4. Concrete, Asphalt, brick patching
5. Damaged tiles due to installation



1819 E. Broadway – Roof

Permittable Expense: \$17,278.81



Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Elida Morin, located at 1819 E. Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

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

Elida Morin is renovating her property at 1819 E. Broadway, located within the Lubbock East Neighborhood Empowerment Zone, as designated by the City of Lubbock. The scope of the permittable project includes a new roof, and a new fire sprinkler system. The cost of the project is estimated to be \$69,979, and the requested grant amount is \$6,998. The Market Lubbock, Inc. Board of Directors approved this amount at their July 24, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$69,979, with \$6,998 to be paid upon completion with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Brianna Brown, Business Development Director

APPROVED AS TO FORM:


Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
ELIDA MORIN, PROPERTY OWNER AT 1819 E. BROADWAY
COMMERCIAL REVITALIZATION GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 24, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Elida Morin, who is renovating her property at 1819 E. Broadway, which is located in a Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock. The vacant building will be converted into an event center once the project is complete.

The scope of work includes renovations to the parking lot, exterior painting, fencing, curbs, roof, and a new fire sprinkler system totaling \$103,627 in expenses. (Façade expenses \$33,648 and Permittable expenses \$69,979). There are additional expenses not covered by the grant program (interior flooring, paint, etc.) totaling in excess of \$30,000.

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

Grant Elida Morin, Property Owner, a Commercial Revitalization Grant Program Façade Grant totaling \$16,824 and a Permittable Grant of \$6,998 for 1819 E. Broadway, once proof of payment has been submitted.

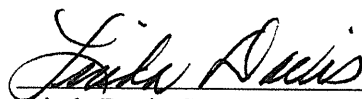
WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and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

Upon Motion by Director, Mr. Brett Cate, and Seconded by Director, Dr. Lori Rice-Spearman,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Elida Morin, Property Owner, 1819 E. Broadway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC.
COMMERCIAL REVITALIZATION GRANT PROGRAM



1819 E. Broadway
(Elida Morin – Property Owner)

TOTAL SCOPE OF WORK = \$103,627

TOTAL GRANT = \$23,822

FACADE SCOPE OF WORK = \$33,648

FAÇADE GRANT = \$16,824

PERMITTABLE SCOPE OF WORK = \$69,979

PERMITTABLE GRANT = \$6,998



**Commercial Revitalization Grant Program
Presented to MLI Board
July 24, 2024**

Project 1819 E. Broadway (Elida Morin)

Elida Morin is renovating her property at 1819 E. Broadway, located within the East Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock. The vacant building will be converted into an event center once the project is complete.

The scope of work includes renovations to the parking lot, exterior painting, fencing, curbs, roof, and a new fire sprinkler system totaling \$103,627 in expenses. (Façade expenses \$33,648 and Permittable expenses \$69,979). There are additional expenses not covered by the grant program (interior flooring, paint, etc.) totaling in excess of \$30,000.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program Façade Grant for Elida Morin totaling \$16,824 and a Permittable Grant of \$6,998 at 1819 E. Broadway.



Commercial Revitalization Grant Program - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 02/13/19

Projected Project Start Date Ongoing

Project Property Address 1819 E. Broadway, Lubbock, TX
Property LCAD R# 123263

GENERAL INFORMATION ABOUT THE COMPANY

Company Name
Street Address
City, State, Zip

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name Elida Morin
Title Property Owner
Phone Number 806-773-6903
Email efmor4@hotmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐
Owner Approved ☐

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

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

Façade renovations include the parking lot, exterior paint, fencing, and curbs. Permittable renovations include the roof and a new fire sprinkler system.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Façade - Crushed Asphalt	\$2,835	\$1,418
Façade - Exterior Paint	\$11,500	\$5,750
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TOTAL	\$103,627	\$23,822

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
Elida Morin	100%		

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

No 

Are you in good standing with the State of Texas?

No 

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

Business in creation stage. Project paid for by building owner.

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No 

Has the company or principals of the company had prior bankruptcies or lawsuits?

No 

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

Is the firm receiving tax revenue from any government agency?

No 

Is the firm a non-profit entity?

No 

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

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

Market Lubbock, Inc. (MLI) requirements:

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

Application Packet:

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

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

Date Final Documents Received: _____

- ☐ Copies of City permits or City approval
- ☐ Copy of Current Certificate of Occupancy
- ☐ Detailed Construction Bids or Schedule of Values
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After completion of construction:

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(Applicant responsible for final scope of work matching approved scope)

Proof of Payment:

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

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the East Side, 34th St., or N. Lubbock Neighborhood Empowerment Zones
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Grant Types

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 - Improvements require a City of Lubbock permit
 - Improvements may be made to the exterior and/or interior of the property
 - Improvements must total a minimum of \$5,000
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 - Permittable scope of work that may be considered:
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 - Structural
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 - Improvements may or may not require a City of Lubbock permit
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 - Façade scope of work that may be considered:
 - Painting
 - New windows and doors
 - Signage
 - Landscaping
 - Parking lots
 - Awnings
 - Any other work that improves the appearance of the façade

Signature (not required for electronic submittals): Elida Morin per email

Date: 2/13/2019

Façade Expense: \$2,835.00

A photograph showing a wide, flat area covered in dark gravel or crushed stone. Sparse, low-lying green plants are scattered across the surface. In the background, there are several industrial structures: a large blue building on the left, a smaller white building in the center, and a tall, light-colored concrete wall on the right. A single tree stands near the blue building. The sky is clear and blue. The photograph is mounted on a dark red or maroon background.

1819 E. Broadway – Exterior Paint

Façade Expense: \$11,500.00

Paint, outside building Jan. 26, 2022
NAME Rudy Morin
ADDRESS 1819 E. Broadway
CITY, STATE, ZIP Lubbock, TX 79403

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	scrape and pressure		
2	wash entire building		
3	Fill all cracks and		
4	sims, re stucco west		
5	side of building and		
6	paint all of the		
7	building. material		
8	included.		
9			
10	NO permit required		
11			
12			
13			
14			
15			
16			
17			
18			

total \$11,500.00
Paid in full
Jamian Chavira

RECEIVED BY
KEEP THIS SLIP FOR REFERENCE



1819 E. Broadway – Metal Fence and Gate

Façade Expense: \$11,712.65

INVOICE
Bella Irrigation and Fencing
801 Idaho Road
Lubbock TX 79403
gilbertbenavides30@gmail.com
+1 (806) 781-5956

Elida Morin
Bill to
Elida Morin

Actual date of service 1-12-22

Invoice details
Invoice no.: 100210
Invoice date: 05/20/2022
Due date: 05/20/2022

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2.	Metal gate x 2	8ft opening and door opening	1	\$1,100.00	\$1,100.00

Ways to pay
MasterCard VISA American Express Discover

Note to customer
Thank you for your business.

Subtotal \$10,820.00
Sales tax \$892.65
Total \$11,712.65
Overdue 05/20/2022

pd in full



1819 E. Broadway – Front Porch and Curb

Façade Expense: \$4,800.00

755466

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Repair curb		
2	concrete and side		
3	walk. Porch		
4	pressure wash prep		
5	and Paints		
6			
7	No permit		
8	required.		
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

Front porch
Rudy Morin
1819 E. Broadway
Lubbock, TX 79403
8/18/22

\$4800.00
Paid in Full
Lamin Chay




1819 E. Broadway – Front Wall

Façade Expense: \$2,800.00

CUSTOMER'S OFFICE NO.		DEPARTMENT	DATE
Repair Wall in Front of Building			8/24/22
NAME: Rudy Morin			
ADDRESS: 1819 E. Broadway			
CITY, STATE, ZIP: Lubbock, TX 79403			
PAID BY		CASH	C.O.D.
		CHECK	CREDIT
RECEIVED FROM			
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Replace Front walls with corrugated iron 10 sheets, plus screws and cuts		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Paid in Full \$2,800.00

Fanin Chas



1819 E. Broadway – Fire Sprinkler System

Permittable Expense: \$52,700.00

ABCO Fire Protection, Inc.

14292 Hwy. 87, South
Lubbock, Texas 79423

TXSC No: 0249
OSDH #: 638

Telephone: 806-745-3398
1-800-999-0048
FAX: 806-745-1275
EMAIL: abcofire@ms-online.net

STANDARD BID FORM

Date: June 19, 2024

TO: ("Buyer") Rudy Morin
ADDRESS:

Project: 1819 Venue
Fire Sprinkler System
Lubbock, Texas


For the sum of Fifty Two Thousand Seven Hundred Dollars and 00/100 (\$52,700.00) ABCO FIRE PROTECTION, INC. ("Seller") propose to furnish and install an Automatic Fire Sprinkler system in the above referenced project as herein specified. Installation and design to be in accordance with plans and specification provided by the Buyer.

Proposal includes furnishing and installing the following:

1. City water tap. Approximately 50 ft of fire line from the tap to the building.
2. A complete wet pipe fire sprinkler system to protect the entire building 5000 ft above and below due to wood deck.
3. Alarm monitoring system
4. Shop Drawings

PROPOSAL EXCLUDES THE FOLLOWING:

1. Painting or pipe identification
2. electrical
3. Protection from freezing.
4. Concrete, Asphalt, brick patching
5. Damaged tiles due to installation



1819 E. Broadway – Roof

Permittable Expense: \$17,278.81



Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mags and Blades Ventures, LLC, located at 2223 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

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

Mags and Blades Ventures, LLC is renovating their property at 2223 34th Street, located within the 34th Street Empowerment Zone, as designated by the City of Lubbock. The scope of the facade project includes new signage and parking lot repairs. The cost of the project is estimated to be \$7,846, and the requested grant amount is \$3,923. The Market Lubbock, Inc. Board of Directors approved this amount at their July 24, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$7,846, with \$3,923 to be paid upon completion with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution - Mags and Blades Ventures LLC
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Brianna Brown, Business Development Director

APPROVED AS TO FORM:


Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
MAGS AND BLADES VENTURE, LLC AT 2223 34TH STREET
COMMERCIAL REVITALIZATION GRANT PROGRAM FAÇADE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 24, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Mags and Blades Venture, LLC, that is renovating their property at 2223 34th Street, which is located in a Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

The scope of façade expenses will include new signage and parking lot repairs totaling \$7,846.


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

Grant Mags and Blades Ventures, LLC., a Commercial Revitalization Grant Program Façade Grant totaling \$3,923 for 2223 34th Street, once proof of payment has been submitted.

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

Upon Motion by Director, Mr. Sonny Garza , and Seconded by Director, Mr. Blake Womble,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Mags and Blades Venture, LLC, 2223 34th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Commercial Revitalization Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC.
COMMERCIAL REVITALIZATION GRANT PROGRAM



2223 34th St.

(Mags and Blades Ventures, LLC)

TOTAL FAÇADE SCOPE OF WORK = \$7,846

FAÇADE GRANT = \$3,923



**Commercial Revitalization Grant Program
Presented to MLI Board
July 24, 2024**

Project 2223 34th St. (Façade)

Mags and Blades Ventures, LLC, is renovating the property at 2223 34th St., located within a Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock.

Façade expenses will include new signage and parking lot repairs totaling \$7,846.

The MLI Board is being asked to consider a Commercial Revitalization Grant Program Façade Grant for Mags and Blades Ventures, LLC totaling \$3,923 at 2223 34th St.



Commercial Revitalization Grant - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 06/06/24

Projected Project Start Date 08/01/24

Project Property Address 2223 34th St
Property LCAD R# R39208

GENERAL INFORMATION ABOUT THE COMPANY

Company Name Mags and Blades Ventures LLC
Street Address 2223 34th St
City, State, Zip Lubbock, TX, 79411

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name Robert Junior Rawlinson
Title Owner
Phone Number 806-281-4812
Email rawlinson.rob3@gmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☐ Lease ☒
Owner Approved ☒

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

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

This project is projected to begin on August 1st, 2024. The renovations will be to help the appearance of 34th st. Our renovations include to building signs.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Mags and Blades signage	\$6,146	\$3,073
Parking Lot	\$1,700	\$850
TOTAL	\$7,846	\$3,923

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

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
Robert Junior Rawlinson	100%		

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

Yes

Are you in good standing with the State of Texas?

Yes

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

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No

Has the company or principals of the company had prior bankruptcies or lawsuits?

No

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

Is the firm receiving tax revenue from any government agency?

No

Is the firm a non-profit entity?

No

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

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

Market Lubbock, Inc. (MLI) requirements:

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

Application Packet:

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

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

Date Final Documents Received: _____

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

After completion of construction:

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

Proof of Payment:

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

Overview

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

Grant Types

- **Permittable Projects**
 - Improvements require a City of Lubbock permit
 - Improvements may be made to the exterior and/or interior of the property
 - Improvements must total a minimum of \$5,000
 - The permissible grant reimburses 10% of approved expenses up to a \$50,000 grant
 - Permittable scope of work that may be considered:
 - HVAC
 - Plumbing
 - Electrical
 - Structural
 - Any other work requiring a City of Lubbock permit
- **Façade Projects**
 - Improvements may or may not require a City of Lubbock permit
 - Improvements must be made to the exterior of the property facing the most prominent street
 - Improvements must total a minimum of \$1,000
 - The façade grant reimburses 50% of approved expenses up to a \$25,000 grant
 - Façade scope of work that may be considered:
 - Painting
 - New windows and doors
 - Signage
 - Landscaping
 - Parking lots
 - Awnings
 - Any other work that improves the appearance of the façade

Signature (not required for electronic submittals): Robert Junior Rawlinson

Date: 6/6/2024

2223 34th St. – Before Pictures



Signs On The Go, Inc.
304 County Road 7200
Lubbock, TX 79404
signs@signsonthego.com
AR kaci@signsonthego.com

Quote



QUOTE 107348
Date Jun 11, 2024

QUOTE FOR

SHIP TO

Mags and Blades
TX

Phone	E-Mail	Terms	PO No.	Sales Rep
(806) 281-4967	eliza.angelita727@yahoo.com	COD		

Job	Description	QTY	Price	Total
1	Permit Sign Permit - ; Description: City of Lubbock	1	\$150.00	\$150.00
2	Channel Letter Lighted Serif or Cursive - Height: 0 Ft 26 In Width: 0 Ft 18 In; Add-ons: Vinyl Added Face; Description: MAGS BLADES - Channel Letter	10	\$389.09	\$3,890.90
3	Channel Letter Capsule - Height: 0 Ft 48 In Width: 0 Ft 28.5 In; Add-ons: Vinyl Added Face; Accessories: Install Raceway Per Foot Description: Capsule - Center icon	1 1 15	\$641.16 \$250.00 \$55.00	\$641.16 \$250.00 \$825.00

We Accept American Express, Visa, Mastercard & Discover

Contact: Eliza Hernandez

Subtotal:	\$5,757.06
Tax:	\$388.60
Total:	\$6,145.66
Down Payment:	\$0.00
Total Due:	\$6,145.66

SignsOnTheGo.com

ESTIMATE

Prepared For

Mag's

H&BPaving

Estimate # 518

Date 06/24/2024

PO Box 464
Slaton, Texas 79464
Phone: (806) 300-1347

Description

Total

Patching n seal coating

\$1,700.00

To remove n mill out broken asphalt from all pot holes
Then to repair with new hot mix asphalt average 2 inches rolled compact
Then to seal coat all asphalt with TXDoT approved asphalt seal coat plus stripe new parking lines

Subtotal	\$1,700.00
-----------------	-------------------

Total	\$1,700.00
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Make all checks payable to William Mesker or Henry Mesker

Mag's

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing Purchase Order 10027645, with Advantage Courts Co., for the resurfacing and maintenance of park courts and court amenities at Wheelock, Rawlings, Underwood, Charles Guy, Hoel, Whisperwood, and Higinbotham Parks.

Item Summary

The City of Lubbock Parks and Recreation Department will resurface and re-stripe courts at the following seven (7) parks: Wheelock, Rawlings, Underwood, Charles Guy, Hoel, Whisperwood, and Higinbotham. The project involves cleaning, applying resurfacer and color coats, striping, re-striping, and installing new pickleball posts and nets where needed.

This purchase will be made through BuyBoard Contract 737-24 with Advantage Courts Co. of Amarillo, Texas. BuyBoard is a local Government Purchasing Cooperative created to increase the purchasing power of government entities and to simplify their purchasing by using a customized online purchasing system. Its purpose is to obtain the benefits and efficiencies that can accrue to members.

Fiscal Impact

The total cost for this project is \$132,700 and will be purchased with available funding in Capital Improvement Project 92832, Amenity Replacement Program.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Purchase Order
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 10027645, in accordance with BuyBoard Contract 737-24 for Resurfacing of Courts at Wheelock, Rawlings, Underwood Charles Guy, Hoel, Whisperwood, and Higinbotham Parks, by and between the City of Lubbock and Advantage Courts Company, of Amarillo, Texas, and all related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:


Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Rachael Foster, Assistant City Attorney




PURCHASE ORDER

Page - 1
Date - 7/10/2024
Order Number 10027645 000 OP
Branch/Plant 5223

TO: ADVANTAGE COURTS CO
PO BOX 8518
AMARILLO TX 79114

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
LUBBOCK TX 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 7/10/2024 Freight .
Requested 8/23/2024 Taken By YBUSBY
Delivery PER M CHACON REQ 61905 PUR 18208/BUYBOARD 737-24

If you have any questions contact Mariana Chacon: MChacon@mylubbock.us Phone 806-775-2664

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Wheelock Park - 12720 Sq. Ft.	1.000	22,400.0000	EA	22,400.00	8/23/2024
Rawlings Park - 12412 Sq. Ft.	1.000	20,400.0000	EA	20,400.00	8/23/2024
Underwood Park - 1600 Sq. Ft.	1.000	6,400.0000	EA	6,400.00	8/23/2024
Charles Guy Park - 4500 Sq. Ft	1.000	13,350.0000	EA	13,350.00	8/23/2024
Higinbotham Park - 1800 Sq. Ft	1.000	11,350.0000	EA	11,350.00	8/23/2024
Whisperwood Park - 14040 Sq.Ft	1.000	29,900.0000	EA	29,900.00	8/23/2024
Hoel Park - 12582 Sq. Ft.	1.000	28,900.0000	EA	28,900.00	8/23/2024
Total Order					
Terms NET 30				132,700.00	

This purchase order encumbers funds in the amount of \$132,700.00 awarded to Advantage Courts Co. of Amarillo, TX, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated July 15, 2024, from Advantage Courts Co. of Amarillo, TX, and BuyBoard Contract 737-24.

Resolution # _____

CITY OF LUBBOCK:

ATTEST:

Mark McBrayer, Mayor

Courtney Paz, City Secretary




PURCHASE ORDER

Page - 2
Date - 7/10/2024
Order Number 10027645 000 OP
Branch/Plant 5223

TO: ADVANTAGE COURTS CO
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AMARILLO TX 79114

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
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BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 7/10/2024 Freight
Requested 8/23/2024 Taken By YBUSBY
Delivery PER M CHACON REQ 61905 PUR 18208/BUYBOARD 737-24

INSURANCE REQUIRED:

Commercial General Liability:

\$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automotive Liability:

\$1M occurrence is needed.

Workers Compensation and Employer Liability:

Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability (\$1M) is required with Workers Compensation.

Professional Liability Requirements:

\$1M occurrence / 2M 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.

PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

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

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer

in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.
28. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departmentsal-websites/departments/purchasing/vendor-information>
30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
34. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

July 15, 2024

Customer: CITY OF LUBBOCK

Project: RESURFACING OF COURTS AT PARKS

Project Location: LUBBOCK, TX

- Power wash courts removing any dirt or debris
- Apply one coat of acrylic resurfacer with sand
- Apply two coats of acrylic color with sand (standard colors)
- Stripe for courts as specified
- Clean area of all materials
- Water must be provided at each site by the City of Lubbock
- Installation of Pickleball Posts and Nets. Post will be welded to steel plate and bolted to concrete slab.

WHEELLOCK PARK – 12,720 Sq. Ft. – (1) Futsal Court and (2) Pickleball Courts
Installation of 2 sets of Pickleball posts and nets

Price - \$22,400.00

RAWLINGS PARK – 12,412 Sq. Ft. – (2) ½ Court Basketball and (1) Futsal Court

Price - \$20,400.00

UNDERWOOD PARK – 1,600 Sq. Ft. – (1) ½ Court Basketball

Price - \$6,400.00

CHARLES GUY PARK – 4,500 Sq. Ft. – (1) ½ Court Basketball and (1) Pickleball Court
Installation of 1 set of Pickleball posts and net

Price - \$13,350.00

HOEL PARK – 12,582 Sq. Ft. – (1) Tennis Court and (4) Pickleball Courts
Installation of 4 sets of Pickleball posts and nets

Price - \$28,900.00

WHISPERWOODS PARK – 14,040 Sq. Ft. – (1) Tennis Court and (4) Pickleball Courts
Installation of 4 sets of Pickleball posts and nets

Price - \$29,900.00

HIGINBOTHAM PARK – 1,800 Sq. Ft. – (1) Pickleball Court and (1) ½ Court Basketball
Installation of 1 set of Pickleball posts and net

Price - \$11,350.00

Color coating guaranteed for one year from completion date. Crack free surface cannot be guaranteed where structural cracks exist.

Sales tax is not included in the above quotation. Quotation is valid for 30 days.

AGREED TO AND ACCEPTED THIS _____ DAY OF _____ 2024

BY: _____ PRINT NAME: _____

Sincerely

Chris Gross

**City of Lubbock, TX
Capital Project
Project Cost Detail
August 13, 2024**

Capital Project Number:	92832
Capital Project Name:	Amenity Replacement Program

	<u>Budget</u>
<i>Encumbered/Expended</i>	
Pcards	\$ 798
Advantage Courts	23,150
 <i>Agenda Items August 13, 2024</i>	
Advantage Courts	<u>132,700</u>
<i>Encumbered/Expended to Date</i>	<u>156,648</u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Amenity Replacement Program	<u>32,528</u>
<i>Remaining Appropriation</i>	<u>32,528</u>
 Total Appropriation To Date	<u>\$ 189,176</u>



CIP 92832 Amenity Replacement Program

Replacement Infrastructure

Project Manager: Kalee Robinson - Parks and Recreation

Project Scope

This project encompasses the replacement and refurbishment of current park amenities, including sports courts, benches, picnic tables, grills, drinking fountains, shelters, dog stations, and trash cans. Additionally, the project will introduce a playground replacement program with Butler Park and Stevens Park up for replacement in FY 24-25 and Dupree Park and Wheelock Park up for replacement in FY 25-26. Staff will leverage Cartegraph as an asset management database to conduct regular condition evaluations, guiding the annual replacement schedule.

Project Justification

Numerous City parks require updated amenities to enhance the overall park experience for visitors. Previously, playground replacement was funded through a separate CIP; however, it will now be integrated with the comprehensive amenity replacement program to streamline operations and optimize resource allocation.

Project Highlights

Council Priorities Addressed:

This project addresses Council Priorities: Public Safety, Community Improvement and Redevelopment as it will provide the funds needed to replace park amenities to ensure each park is safe, updated and ultimately up to standards. With new and improved playgrounds and amenities, parks will become more inviting to visitors and the surrounding communities.

Project History

- FY 2023-24 \$100,000 was appropriated by Ord. 2023-00108
- FY 2023-24 \$89,176 was appropriated by BCR 2024-14

Project Dates

Start Date: Oct 1, 2023
Projected Project End Date: TBD

Project Location

City-wide at various parks

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$0	\$825,000	\$725,000	\$318,455	\$343,932	\$371,446	\$0
Acquisition	\$189,176	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$189,176	\$825,000	\$725,000	\$318,455	\$343,932	\$371,446	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Fund Cash	\$189,176	\$825,000	\$725,000	\$318,455	\$343,932	\$371,446	\$0
TOTAL	\$189,176	\$825,000	\$725,000	\$318,455	\$343,932	\$371,446	\$0

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001881, with Dell Marketing LP, for the purchase of computers for the scheduled computer replacement program.

Item Summary

This purchase from Dell Marketing, LP consists of:

- 175 Dell OptiPlex desktop computers;
- 20 Latitude Laptops;
- 10 Mobile Precision Laptops;
- 10 Precision Workstations; and
- 40 Latitude 7230 Rugged Extreme Tablets.

This purchase is with a 4-year warranty for desktops and a 5-year warranty for laptops and tablets, for the scheduled replacement of outdated computers. Computers replaced with this purchase have an average age of 7 years. 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 33001881, with Dell Marketing LP for \$272,265, is funded in the Adopted FY 2023-24 Operating Budget in the Information Technology Equipment Capital Outlay - Computer Equipment Account.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
James C. Brown, Chief Information Officer

Attachments

Dell Marketing Resolution _PO 33001881
PO 33001881 - Dell Marketing, Replacement Computers

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. 33001881, for Dell OptiPlex Desktop Computers 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 _____.

MARK W. MCBRAYER, MAYOR


ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:


Matt Wade, City Attorney

ccdcs II/RES.Dell Marketing, LP-PurchaseOrd 3300181
August 6, 2024



PURCHASE ORDER

Page - 1
Date - 7/30/2024
Order Number 33001881 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 7/30/2024 Freight
Requested 9/13/2024 Taken By YBUSBY
Delivery Per J Zhine / Req # 62045 Q#3000179257738.1/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	175.000	739.0000	EA	129,325.00	9/13/2024
SI# CF3001 #210-BKWK Dell Ltd Warr, ConnectConfig	175.000		EA		9/13/2024
#803-8583 #365-0257 Latitude Laptop i5 16GB 512GB	20.000	1,223.0000	EA	24,460.00	9/13/2024
SI# CF3001 #210-BLYZ Dell Ltd Warr, ConnectConfig	20.000		EA		9/13/2024
#997-8317 #365-0257 Mobile Precision 3591 Intel U7	10.000	2,198.0000	EA	21,980.00	9/13/2024
32GB 512GB AT&T #210-BGBM Dell Ltd Warr, ADS 5Y	10.000		EA		9/13/2024
#997-1129 #980-5744 Precision 3680 Twr i7 32G 512G	10.000	1,670.0000	EA	16,700.00	9/13/2024
SI# CF3001 #210-BLLP Dell Ltd Warr, ConnectConfig	10.000		EA		9/13/2024
#997-2808 #365-0257					



PURCHASE ORDER

Page - 2
Date - 7/30/2024
Order Number 33001881 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 7/30/2024 Freight
Requested 9/13/2024 Taken By YBUSBY
Delivery Per J Zhine / Req # 62045 Q#3000179257738.1/DIR-TSO-3763

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Latitude 7230 Rugged ExtTablet	40.000	1,995.0000	EA	79,800.00	9/13/2024
SI# CF3001 #210-BFQT Dell Ltd Warr, ConnectConfig	40.000		EA		9/13/2024
#997-7015 #365-0257					
Total Order				272,265.00	
Terms NET 30 DAYS					

This purchase order encumbers funds in the amount of \$272,265.00 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 July 22, 2024, from Dell Marketing LP of Round Rock, TX, and DIR-TSO Contract 3763.

Resolution # _____

CITY OF LUBBOCK:

ATTEST:

Mark McBrayer, Mayor

Courtney Paz, City Secretary

PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

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

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer

in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.
28. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departmentsal-websites/departments/purchasing/vendor-information>
30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
34. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed



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Your personalized Quote is now available for purchase.

Complete your order through our secure online checkout before your Quote expires.

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Quote Name:	Needs SI# CF3001	Sales Rep	Cody Long
Quote No.	validated	Phone	(800) 456-3355, 6180336
Total	3000179257738.1	Email	Cody_Long@Dell.com
Customer #	1784159	Billing To	ACCOUNTS PAYABLE
Quoted On	Jul. 22, 2024		CITY OF LUBBOCK
Expires by	Aug. 03, 2024		PO BOX 2000
	Texas Department of		LUBBOCK, TX 79457-0001
Contract Name	Information Resources (TX		
	DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	14780458		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Cody Long

Product	Unit Price	Quantity	Subtotal
SI# CF3001 Precision 3680 Tower	\$1,670.00	10	\$16,700.00
SI# CF3001 Dell Latitude 7230 Rugged Extreme Tablet	\$1,995.00	40	\$79,800.00
SI# CF3001 OptiPlex Small Form Factor (7020)	\$739.00	175	\$129,325.00
Mobile Precision 3591	\$2,198.00	10	\$21,980.00
SI# CF3001 Dell Latitude 5550	\$1,223.00	20	\$24,460.00

Subtotal:	\$272,265.00
Shipping:	\$0.00
Non-Taxable Amount:	\$272,265.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$272,265.00
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Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001880, with Dell Marketing LP, for the purchase of two Dell PowerStore 1200T data storage appliances, to replace existing data storage units, and to provide for additional data storage capacity.

Item Summary

The purchase of the Dell PowerStore data storage appliances, with 5-year warranty and support, will replace existing storage units purchased in 2016 that have reached the end of service life. The appliances will increase storage capacity and function as high availability devices to improve overall network storage redundancy and resiliency.

The purchase of the Dell PowerStore data storage appliances 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 the Texas Government Code, Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

Purchase Order 33001880 with Dell Marketing LP, for \$596,000.02, for the Dell PowerStore data storage appliances, warranty, and support, is being made from the FY2023-24 Information Technology Operating Budget and Capital Improvement Project 92754 - Cybersecurity Infrastructure (American Rescue Plan Act Funds).

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
James C. Brown, Chief Information Officer

Attachments

Dell Marketing Resolution _PO 33001880
PO Dell Marketing - Storage
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. 33001880, for Dell PowerStore 1200T & EMC AppySync for PowerStore, 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 _____.

MARK W. MCBRAYER, MAYOR

ATTEST:


Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Matt Wade, City Attorney

ccdocs II/RES.Dell Marketing, LP-PurchaseOrd 33001880
August 6, 2024



PURCHASE ORDER

Page - 1
Date - 7/29/2024
Order Number 33001880 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 7/29/2024 Freight
Requested 9/25/2024 Taken By K MORGAN
Delivery Per J Zhine / Req # 62073 Q#3000178582149.1/DIR-TSO-3763

If you have any questions about this order, please contact Jay Zhine at 806-775-2366 or via email at JZhine@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
				Total Order	
Dell PowerStore 1200T 384GB				\$596,000.02	

INSURANCE REQUIRED:

Commercial General Liability:

\$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automotive Liability:

\$1M occurrence is needed.

Workers Compensation and Employer Liability:

Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability (\$1M) is required with Workers Compensation.

Additional Policies:

Cyber Liability : \$1M of coverage is needed.

Technology Errors and Omissions: \$1M of coverage is needed.

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

This purchase order encumbers funds in the amount of \$596,000.02 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 July 25, 2024, from Dell Marketing, LP of Round Rock, TX, and DIR-TSO-3736.

Resolution # _____

CITY OF LUBBOCK:

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

**City of Lubbock
Capital Project
Project Cost Detail
August 13, 2024**

Capital Project Number:	92754
Capital Project Name:	Cyber Security Infrastructure

Capital Project Number:	3410
Capital Project Name:	Information Technology

<i>Encumbered/Expended</i>	Budget		
	92754	3410	Total
Sciens LLC	\$ 85,620		\$ 85,620
Dell Marketing LP	886,068		886,068
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
SHI Gov Solutions - DarkTrace	52,478		52,478
Information Technology		9,540,184	9,540,184
SHI Gov Solutions - DarkTrace	52,478		52,478

Agenda Item August 13, 2024

Dell Marketing, LP	495,872	100,128	596,000
<i>Encumbered/Expended To Date</i>	2,004,193	9,640,312	11,644,506

Estimated Cost for Remaining Appropriation

Cyber Security Infrastructure	245,807		245,807
Information Technology		2,508,851	2,508,851
<i>Remaining Appropriation</i>	245,807	2,508,851	2,754,657

Total Appropriation	\$ 2,250,000	12,149,163	\$ 14,399,163
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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 History

- FY 2021-22 \$2,240,500 was appropriated by Ord. 2022-00001
- FY 2023-24 \$9,500 was appropriated by Ord. 2024-00037

Project Dates

Project Location

Internal Project

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Acquisition	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
ARPA Funding	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Chief of Police for the City of Lubbock, to execute a Memorandum of Understanding, and all related documents, by and between the United States Secret Service and the City of Lubbock, on behalf of the Lubbock Police Department, regarding reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705.

Item Summary

This Memorandum of Understanding (MOU) establishes the procedures and responsibilities of both the Lubbock Police Department and the United States Secret Service, for the reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705.

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with the Department of the Treasury law enforcement organization, as prescribed in 31 U.S.C. § 9705 (a)(1)(I)(hereinafter "overtime costs and other expenses").

Fiscal Impact

The Lubbock Police Department will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the Cyber Fraud Task Force, (CFTF) and making all payments due to them. The maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed \$15,000 during the fiscal year.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution - LPD & USSS reimbursement
MOU with USSS-reimbursement

RESOLUTION

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

THAT the Chief of Police for the City of Lubbock Police Department is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding (MOU) by and between the United States Secret Service and the City of Lubbock on behalf of the Lubbock Police Department regarding reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705, and all related documents. Said MOU is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Seth Herman, Chief of Police

APPROVED AS TO FORM:



Ryan Brooke, Senior Assistant City Attorney

RES.MOU LPD & USSS-reimbursement
7.22.24

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE LUBBOCK POLICE DEPARTMENT
AND
THE UNITED STATES SECRET SERVICE**

The Lubbock Police Department and the United States Secret Service (Secret Service) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Lubbock Police Department and the Secret Service or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the Secret Service to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States. The Secret Service has since consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs).

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 U.S.C. § 9705 (a)(1)(I)(hereinafter "overtime costs and other expenses").

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Lubbock Police Department and the Secret Service for the reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705.

III. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

- (a) The Lubbock Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the Secret Service CFTF in conducting official investigations. The Lubbock Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the Secret Service CFTF supervisor. Request for reimbursement will be based solely upon

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overtime worked and other expenses performed on behalf of the Secret Service CFTF.

- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the Secret Service CFTF supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- (c) The Secret Service CFTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) of the Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Secret Service CFTF, the Lubbock Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the CFTF and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the Secret Service through the Department of the Treasury Forfeiture Fund.
- (e) The Lubbock Police Department shall permit and have readily available for examination and auditing by the Secret Service, the U.S. Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.
- (f) Payments may be made to the extent they are included in the Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Lubbock Police Department, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.
- (i) The Lubbock Police Department shall provide the Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Lubbock Police Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs.

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Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Lubbock Police Department and the Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Dallas Field Office

Lubbock Police Department

SAIC R. Craig Wolf



Chief Seth Herman

Date: _____

Date: 07.24.24

U.S. Secret Service
Criminal Investigative Division

SAIC William Mancino

Date: _____

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Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution authorizing the Mayor to execute the Eighth Amendment to the Professional Services Agreement dated May 29, 2018, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and TMG Utility Advisory Services, Inc., expanding the scope of services to include work required to integrate with Smart Meter Texas.

Item Summary

As part of Lubbock Power & Light's (LP&L) transition to the retail market, Transmission/Distribution Service Providers (TDSPs) are required to send certain electric meter data to Smart Meter Texas (SMT). SMT is an interoperable information system that stores electric meter usage data. This information will allow customers, Retail Electric Providers (REPs), and authorized market participants to access real time and/or near real time meter usage data.

LP&L must develop custom processes to support the transfer of the following data from Cloud Customer Service (CCS) to SMT: Premise Attributes; Meter Attributes; Retailer of Record (ROR) Attributes; Monthly Billing Reads; 15-minute Interval and Daily Register Read Data; and On-Demand Meter Read.

The scope of this document is limited to the development of custom data file extracts, as previously mentioned in the custom process section, to support the interface with SMT and includes a real-time interface with SMT to support on-demand meter reads.

Fiscal Impact

Staff recommends the Eighth Amendment to the existing PSA with TMG, to include data integration work with Smart Meter Texas and to increase the not-to-exceed amount by \$103,920 from \$6,679,126 to 6,783,046. A total of \$1,574,520 is appropriated and available in account number 8688 (Smart Meter Texas Integration) for this purpose.

Staff/Board Recommending

Harvey Hall, Chief Administrative Officer of Electric Utilities
Electric Utility Board

Attachments

Resolution - CC
TMG Executed Agreement
Resolution - EUB

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, by Professional Services Agreement dated effective June 14, 2018 (the "Original Agreement"), the City of Lubbock, acting by and through Lubbock Power & Light, through action by the Electric Utility Board and the City Council, contracted with TMG Utility Advisory Services, Inc. ("TMG"), to perform professional consulting services related to implementation of various systems for LP&L, as more particularly described in the Original Agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 ("First Amendment"), LP&L and TMG agreed to amend the Original Agreement as regards certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 ("Second Amendment"), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;

WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 ("Third Amendment"), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R00030 and City Council Resolution No. 2021-R0160 ("Fourth Amendment"), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, by Fifth Amendment to Professional Services Agreement dated December 15, 2021, Resolution EUB 2021-R0094 and City Council Resolution No. 2022R0026 ("Fifth Amendment"), the Original Agreement was amended to provide for additional hours to complete the Services, extend the term and modify the not-to-exceed amount provided in the Original Agreement;

WHEREAS, by Sixth Amendment to Professional Services Agreement dated August 15, 2023, Resolution EUB 2023-R0057 and City Council Resolution No. 2023-R0450 ("Sixth Amendment") the Original Agreement was amended to increase the not-to-exceed amount, adjust the rates, and to extend the term of the Original Agreement, as amended;

WHEREAS, by Seventh Amendment to Professional Services Agreement dated February 20, 2024, Resolution EUB 2024-R0004 and City Council Resolution No. 2024-R0099 (“Seventh Amendment”) the Original Agreement was amended to extend the term of the Original Agreement, as amended;

WHEREAS, the Original Agreement, as amended, is in need of further amendment to increase the scope of the Services to accommodate Smart Meter Texas, to increase the Not-to-Exceed amount, and to provide for additional time for TMG to complete the Services;

WHEREAS, LP&L desires to further amend the Original Agreement, as amended, to provide for such matters and did so by approving the Eighth Amendment to Professional Services Agreement dated July 16, 2024, Resolution EUB 2024-R0022, effective upon approval by the City Council of the City of Lubbock; and

WHEREAS, the City Council of the City of Lubbock desires to authorize the execution of the Eighth Amendment to TMG Advisory Services Professional Services Agreement by the Mayor of the City of Lubbock. NOW, THEREFORE:

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, that certain Eighth Amendment to Professional Services Agreement, by and between LP&L and TMG Utility Advisory Services, Inc., as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the City Council this _____ day of August, 2024.

MARK W. MCBRAYER, Mayor

ATTEST:

Courtney Paz, City Secretary

**EIGHTH AMENDMENT
to
PROFESSIONAL SERVICES AGREEMENT**

This Eighth Amendment to Professional Services Agreement is entered into this 16th day of July, 2024, by and between the City of Lubbock, Texas, a Texas home rule municipal corporation, acting by and through Lubbock Power & Light ("LP&L"), and TMG Utility Advisory Services, Inc. ("TMG").

WITNESSETH

WHEREAS, by Professional Services Agreement dated June 14, 2018 (the "Original Agreement"), LP&L, through action by the Electric Utility Board and the City Council, contracted with TMG to provide services related to the Advanced Metering Infrastructure ("AMI"), Customer Information System ("CIS"), Meter Data Management ("MOM") and Mobile Workforce Management ("MWFM") projects (the "Activities" or "Services") as more particularly described in the original agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 ("First Amendment"), LP&L and TMG agreed to amend the Original Agreement regarding certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 ("Second Amendment"), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;

WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 ("Third Amendment"), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R0030 and City Council Resolution No. 2021-R0160 ("Fourth Amendment"), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, by Fifth Amendment to Professional Services Agreement dated December 15, 2021, Resolution EUB 2021-R0094 and City Council Resolution No. 2022-R0026 ("Fifth Amendment"), the Original Agreement was amended to provide for additional hours to complete the Services, extend the term, and modify the not-to-exceed amount provided in the Original Agreement, as amended;

WHEREAS, by Sixth Amendment to Professional Services Agreement dated August 15, 2023, Resolution EUB 2023-R0057 and City Council Resolution No. 2023-R0450 ("Sixth Amendment") the Original Agreement was amended to increase the not-to-exceed amount, adjust the rates, and to extend the term of the Original Agreement, as amended;

WHEREAS, by Seventh Amendment to Professional Services Agreement dated February 20, 2024, Resolution EUB 2024-R0004 and City Council Resolution No. 2024-R0099 ("Seventh Amendment") the Original Agreement was amended to extend the term of the Original Agreement, as amended;

WHEREAS, LP&L and TMG seek to amend the Original Agreement to increase the scope of the Services to accommodate Smart Meter Texas provide for additional time for TMG to complete the Services..

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LP&L and Consultant agree as follows:

1. Article I of the Original Agreement, as amended, is deleted in its entirety and hereby replaced with the following:

“The term of this Contract commences on the Effective Date and continues without interruption for a Period of Performance scheduled from approximately May 2023 through December 31, 2025.”

2. Article II, Services and Compensation, Section C, is deleted in its entirety and hereby replaced with the following:

“Except as provided below, the total sum to be paid hereunder shall not exceed, in any circumstance, the sum of six million seven hundred eighty three thousand forty six and NO/dollars (\$6,783,046.00).”

3. Exhibit A to the Original Agreement, as amended, is hereby further amended by Exhibit 6, to supplement existing tasks and provide for additional tasks as identified and described in Exhibit 6, as attached hereto and incorporated herein.
4. Except as amended hereby, the terms and conditions of the Original Agreement, as amended, shall remain valid and subsisting as originally provided.

IN WITNESS WHEREOF, the parties have executed this Eight Amendment to Professional Services Agreement by their duly authorized representatives as of the date first written above.

CITY OF LUBBOCK, acting by and through
Lubbock Power & Light


Joel Ivy, Chief Administrative Officer

APPROVED AS TO CONTENT:


Clint Gardner, Chief Customer Officer

APPROVED AS TO FORM:


Keli Swan, General Counsel

TMG Utility Advisory Services, Inc.

By: Pam Gleanville
Title: President

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, by Professional Services Agreement dated June 14, 2018 (the "Original Agreement"), the City of Lubbock, acting by and through Lubbock Power & Light, through action by the Electric Utility Board and the City Council, contracted with TMG Utility Advisory Services, Inc. ("TMG") to provide services related to the Advanced Metering Infrastructure ("AMI"), Customer Information System ("CIS"), Meter Data Management ("MOM") and Mobile Workforce Management ("MWFM") projects (the "Activities" or "Services") as more particularly described in the original agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 ("First Amendment"), LP&L and TMG agreed to amend the Original Agreement regarding certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 ("Second Amendment"), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;

WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 ("Third Amendment"), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R0030 and City Council Resolution No. 2021-R0160 ("Fourth Amendment"), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, by Fifth Amendment to Professional Services Agreement dated January 11, 2021, Resolution EUB 2021-R0094 and City Council Resolution No. 2022-R0026 ("Fifth Amendment"), the Original Agreement was amended to provide for additional hours to complete the Services, extend the term, and modify the not-to-exceed amount provided in the Original Agreement, as amended;

WHEREAS, by Sixth Amendment to Professional Services Agreement dated August 15, 2023, Resolution EUB 2023-R0057 and City Council Resolution No. 2023-R0450 ("Sixth Amendment") the Original Agreement was amended to increase the not-

to-exceed amount, adjust the rates, and to extend the term of the Original Agreement, as amended;

WHEREAS, by Seventh Amendment to Professional Services Agreement dated February 20, 2024, Resolution EUB 2024-R0004 and City Council Resolution No. 2024-R0099 ("Seventh Amendment") the Original Agreement was amended to extend the term of the Original Agreement, as amended;

WHEREAS, LP&L and TMG seek to amend the Original Agreement to increase the scope of the Services to accommodate Smart Meter Texas, to increase the Not-to-Exceed amount, and to provide for additional time for TMG to complete the Services. NOW, THEREFORE:

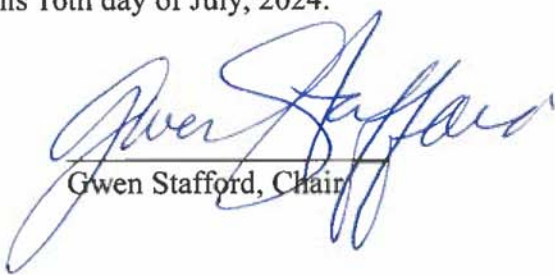
BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Chair of the Electric Utility Board BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, the municipally owned electric utility of Lubbock, Texas ("LP&L"), that certain Eighth Amendment to Professional Services Agreement, by and between LP&L and TMG Utility Advisory Services, Inc., as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT this Resolution shall be null and void if the City Council of the City of Lubbock shall not likewise authorize and direct the Mayor of the City of Lubbock to execute this Eighth Amendment to Professional Services Agreement by and between LP&L and TMG Utility Advisory Services, Inc. within sixty (60) days of the date hereof.

Passed by the Electric Utility Board this 16th day of July, 2024.


Gwen Stafford, Chair

ATTEST:

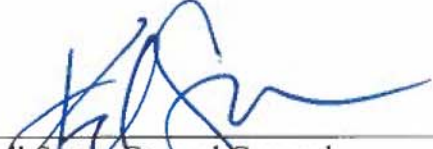

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:



Joel Ivy, Chief Administrative Officer,

APPROVED AS TO FORM:



Kali Swan, General Counsel

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2024-O0079, for Zone Case 3224-A, a request of Lone Star Suds, LLC for Centric Capital Partners, Inc., for a zone change from Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) to Auto-Urban Commercial District (AC), at 2401 19th Street, located south of 19th Street and west of Avenue X, Ellwood Place Addition, Block 1, the east 140 feet of Lot 1.

Item Summary

On May 28, 2024, the City Council approved the first reading of the ordinance unanimously.

On July 9, 2024, the second reading of the ordinance was postponed to August 13, 2024.

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 May 2, 2024, and recommended approval of the request by a unanimous vote of 7-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3224-A (c)
Staff Report 3224-A
Documentation 3224-A

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3224-A; A ZONING CHANGE FROM NC AND AC TO AC ZONING DISTRICT AT 2401 19TH STREET, LOCATED SOUTH OF 19TH STREET AND WEST OF AVENUE X, ELLWOOD PLACE ADDITION, BLOCK 1, THE EAST 140 FEET OF LOT 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3224-A

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **NC and AC** to **AC** zoning district at **2401 19th Street, located south of 19th Street and west of Avenue X, Ellwood Place Addition, Block 1, the east 140 feet of Lot 1**, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on May 28, 2024.

Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3224-A
May 2, 2024

Staff Report		Zone Case 3224-A
City Council Meeting		May 28, 2024

<u>Applicant</u>	Lone Star Suds, LLC
<u>Property Owner</u>	Centric Capital Partners, Inc.
<u>Council District</u>	1

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- December 17, 1925, Ordinance No. 0328: The subject property was annexed into City limits.
- March 13, 1941, Ordinance No. 0661: The subject property was zoned General Retail District (C-3).
- April 6, 1955, Ordinance No. 1695: The subject property was rezoned from C-3 to Heavy Commercial District (C-4).
- March 13, 2014, Zone Case 3224, Ordinance No. 2014-00021: The northern portion of the subject property was rezoned from C-4 to Local Retail District (C-2).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from C-2 and C-4 to Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) with the adoption of the Unified Development Code.
- May 2, 2024, Zone Case 2538-LL: The Planning and Zoning Commission recommended approval of a request to rezone the subject properties from NC and AC to AC by a vote of 7-0-0

Notification Summary

- Notifications Sent: 70
- Received In Favor: 0
- Received In Opposition: 2

Site Conditions and History

The subject property was platted on January 5, 1925 as Ellwood Place Addition, Block 1, Lots 1 through 4 and Lots 33 through 36. The subject property was replatted as Ellwood Place Addition, Block 1, Lot 1 on November 21, 1975. The subject property occupies the east 140 feet of Lot 1 and is currently developed with a restaurant (currently vacant).

Adjacent Property Development

Properties to the north, east and west are zoned NC, and are developed with various commercial businesses. To the south, the properties are zoned High Density Residential District (HDR), and are developed with commercial uses.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 2401 19th Street, located south of 19th Street and west of Avenue X. The applicant requests a zone change from Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) to Auto-Urban Commercial District (AC).

Current zoning: Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC)

Requested zoning: **Auto-Urban Commercial District (AC)**

Intent Statements

The purpose of the current Neighborhood Commercial (NC) zoning is “...to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses.”

The purpose of the current Auto-Urban Commercial (AC) zoning is “... to provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity.”

The intent of the proposed Auto-Urban Commercial (AC) zoning is “... to provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity.”

Traffic Network/Infrastructure Impacts

The proposed zone change is along 19th Street and Avenue X. The Master Thoroughfare Plan, 2018, designates 19th Street as a Minor Arterial and Avenue X as a Local Street. Arterial Streets are continuous routes whose function is to serve the high-volume needs of local traffic and regional traffic. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for “Commercial Uses”. The proposed zone change to AC would be in conformance with the Commercial designation. This request would be appropriate next to adjacent lower intensity commercial land uses, and fronting along an Arterial Street.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The properties are located along an arterial, and the requested zoning district is appropriate adjacent to the nearby commercial land uses.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use and will not need any additional public improvements.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Notification Replies

Staff Contacts

Cassie Bermea	Victor Escamilla
Planner	Planning and Zoning Manager
Planning Department	Planning Department

806-775-2096
cassiebermea@mylubbock.us

806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3224-A



Allowable Uses: [Auto-Urban Commercial \(AC\)](#)

Transportation: The proposed development has points of access from 19th Street and Avenue X.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19 th Street, <i>Minor Arterial</i>	R.O.W. 92 feet, five-lane, undivided, paved	R.O.W. 100 feet, five-lane, undivided, paved
Avenue X, Local Street	R.O.W. 40 feet, two-lane, undivided, paved	R.O.W. 40 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

- 3.2 **Zone Case 3224-A:** Lone Star Suds, LLC for Centric Capital Partners, Inc., request for a zone change from Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) to Auto-Urban Commercial District(AC), at:

- 2401 19th Street, located south of 19th Street and west of Avenue X, Ellwood Place Addition, Block 1, the east 140 feet of Lot 1.

PLANNER CASSIE BERMEA gave a presentation and answered questions from the Planning and Zoning Commission.

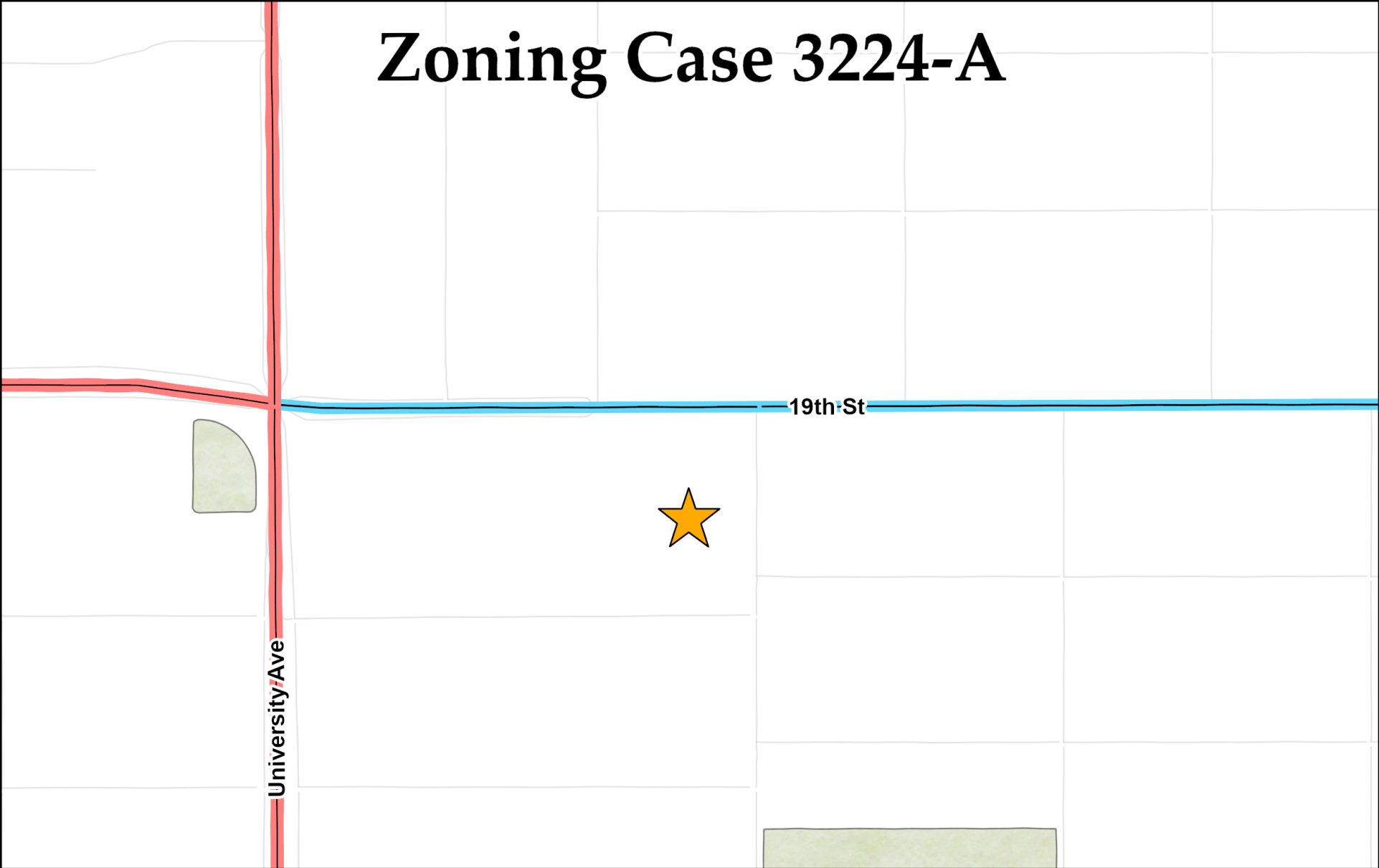
APPLICANT LANDON WILLIS gave comments and answered questions from the Planning and Zoning Commission.

BRENDA BULLARD, appeared to speak in opposition.

No one appeared to speak in favor.

In the matter of **Zone Case 3224-A**, a motion was made by **JORDAN WHEATLEY** and seconded by **TANNER NOBLE** to approve the zone case as presented. The commission voted 7 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3224-A



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

- Partial
- Future

Principal Arterial

- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop



PZC Mailout Notifications Received




Legend


◆ LocatorPnt3224_A


Notification Result

 In Favor

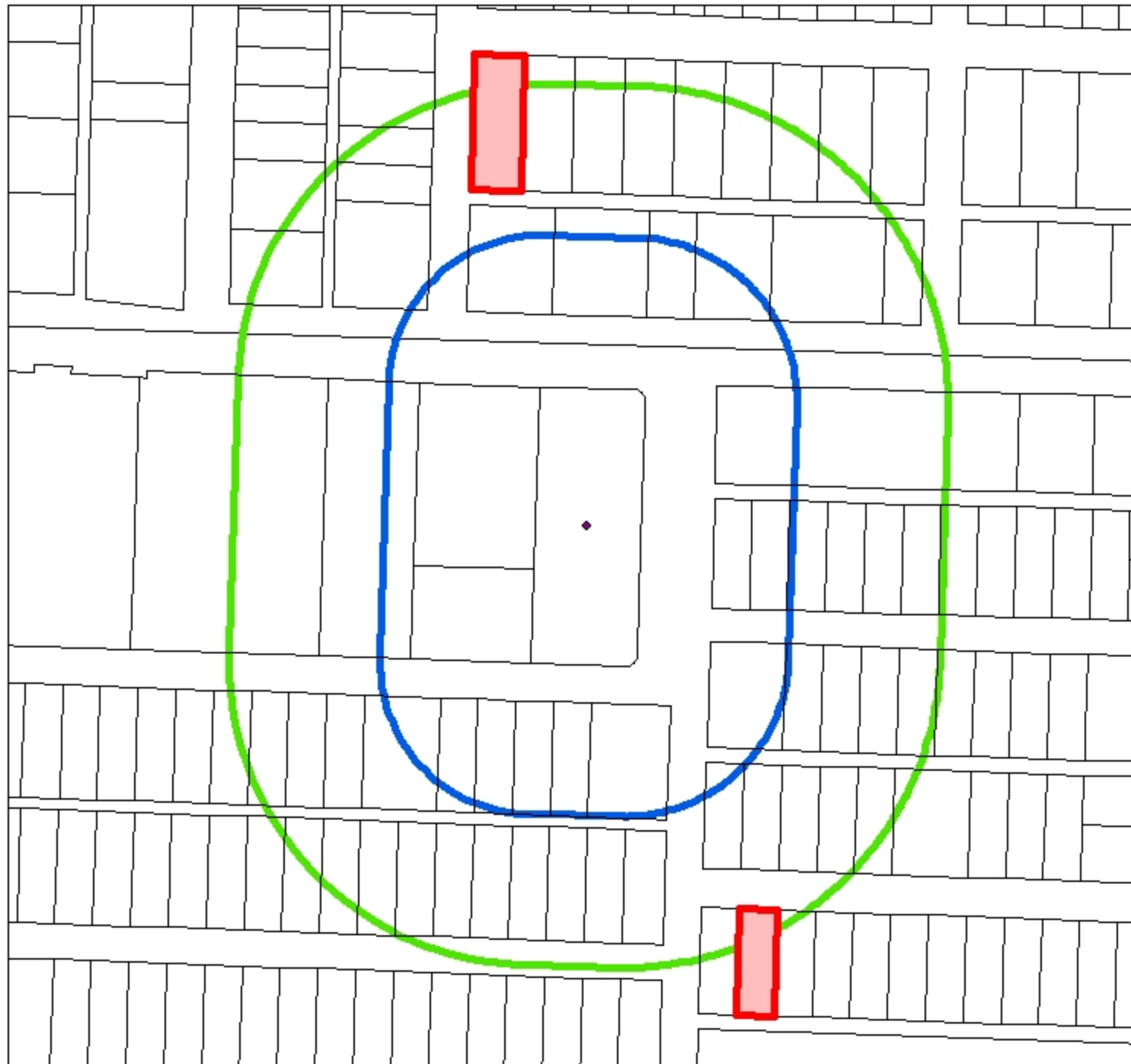
 No Feedback

 Opposed

 MailoutBuffer3224_A_400ft

 MailoutBuffer3224_A_200ft

 LCAD.DBO.TaxParcel



0 115 230 460 Feet

Created by Planning Department
Date: 5/6/2024

Zoning Case 3224-A

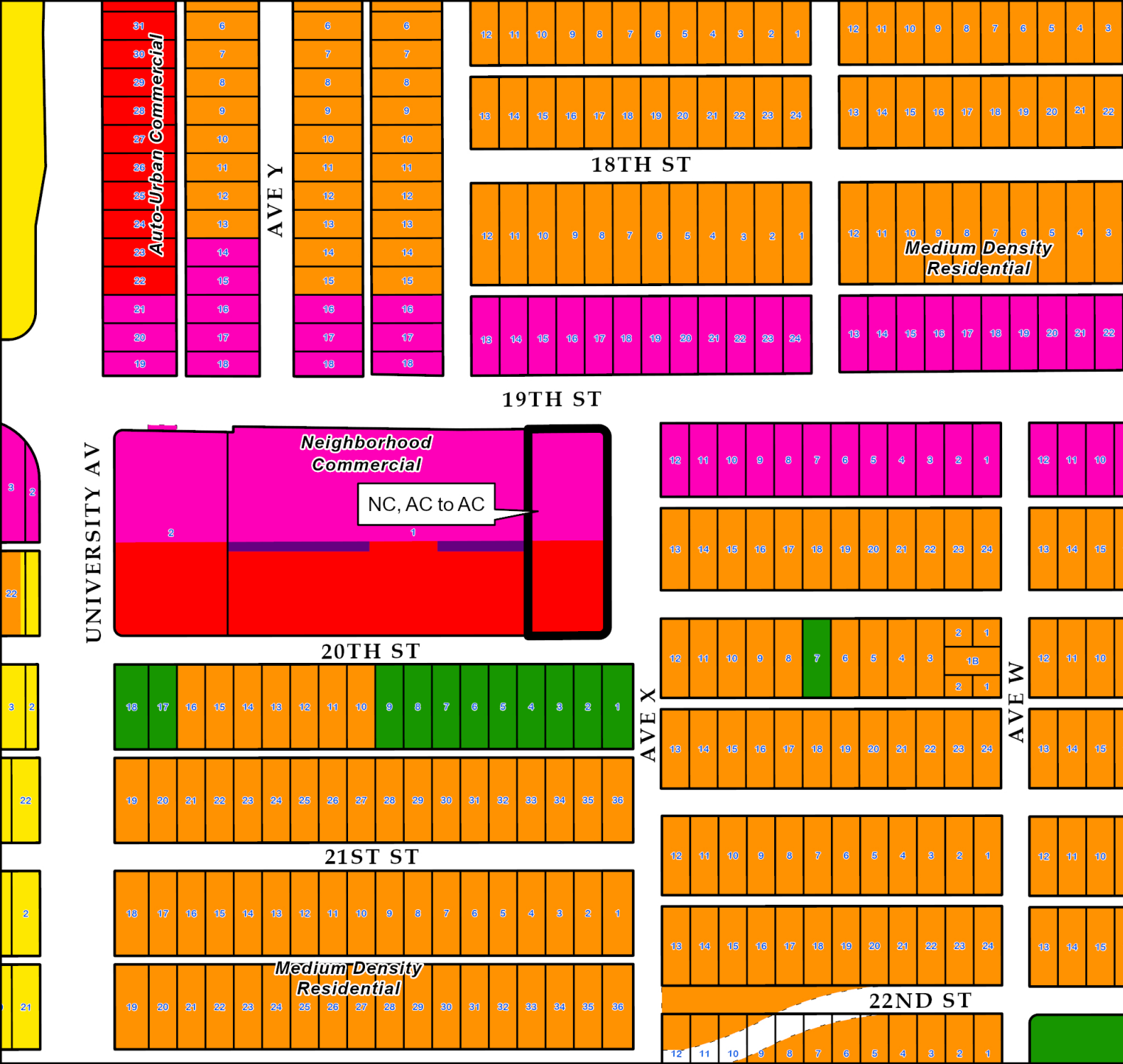


Current Zoning

3224-A

Zoning Districts

-  Auto-Urban Commercial (AC)
-  Heavy Commercial (HC)
-  High Density Residential (HDR)
-  Medium Density Residential (MDR)
-  Neighborhood Commercial (NC)
-  Low Density Single Family (SF-2)



0 100 200 300 Feet





Future Land Use Plan Case 3224-A

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





West View.



East View.



North View.



South View.

3224-A



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2401 19th Street, Lubbock, Texas 79401
Lots/Tracts: ELLWOOD Place - Block 1 - E. 140' of Lot 1
Survey & Abstract: _____
Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: 1.17
Existing Land Use: Commercial Service Existing Zoning: Neighborhood Commercial (NC) & Auto-Urban Commercial (AC)
Requested Zoning: Auto-Urban Commercial (AC) for Entire Tract
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

Representative/Agent Information (if different from owner)

Firm Name: Lone Star Suds, LLC
Name: Landon Willess
Address: 16706 CR 1940 City: Lubbock State: TX
ZIP Code: 80424 Telephone: _____ Email: _____
Applicant's Signature: [Signature]
Date: 3/25/24 Printed Name: Landon Willess

Owner Information

Firm Name: Centric Capital Partners, Inc.
Owner: CCP Wendy Lubbock 4.23 LP
Address: 8333 Douglas Avenue, Suite 1500 City: Dallas State: TX
ZIP Code: 75225 Telephone: 214-365-4815 Email: [Redacted]
Property Owner's Signature: [Signature]
Date: 3/25/2024 Printed Name: Charles D. Corson

Preparer Information

Preparer's Signature: [Signature]
Date: 3/25/24 Printed Name: Landon Willess

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.: 3224-A

In Favor

☐

Opposed

☒

Reasons and/or Comments:

- like the Michael Jackson song "They don't care about us"
It will not matter because all the
P&Z Committee see is revenue which will go
to their neighborhoods + not to South Overton.
1. Traffic is already too much for the South Overton area
 2. Ave X backs up and we cannot get out of our driveway
 3. Our house has been hit twice by college students in last 5 years in the middle of the day.
 4. College attendance will decrease by 20% by 2027 and more housing is not needed

Print Name

Jamie Womack, Hershel Womack

Signature:

Address:

2323 18th

Address of Property Owned:

Same

Phone Number:

806 782-9995

Email:

Zone Case Number: 3224-A

R54460

Recipient 17 of 70

WOMACK HERSEL L JR &

JAMIE A CASPER

2323 18TH ST

LUBBOCK

TX

79401-4409



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.: **3224-A**

In Favor

☐

Opposed

☒

Reasons and/or Comments:

Print Name

Cheri Gibson Strait

Signature:

Cheri Strait

Address:

PO Box 6946

Address of Property Owned:

2306-21st

Phone Number:

806-~~799-445~~ 795-2011

Email:

Zone Case Number: **3224-A** R118535
GIBSON, BARBARA J ESTATE OF
CHERI STRAIT INDEPENDENT PO BOX 6946
LUBBOCK TX 79493

Recipient 69 of 70
RECEIVED
APR 24 2024
BY: _____

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 3): Consider Ordinance No. 2024-00104, Zone Case 763-D, a request of Woda Cooper Companies, Inc. for Buslon, Inc., for a zone change from Low Density Single-Family District (SF-2) and Medium Density Residential District (MDR) to Medium Density Residential District (MDR), at 5311 Bangor Avenue, located north of 54th Street and east of Bangor Avenue, on approximately 5.9 acres of unplatted land out of Block E-2, Section 28.

Item Summary

On July 23, 2024, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on July 8, 2024, and recommended approval of the request by a unanimous 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 763-D
Staff Report 763-D
Documentation 763-D

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 763-D; A ZONING CHANGE FROM SF-2 AND MDR TO MDR ZONING DISTRICT AT 5311 BANGOR AVENUE, LOCATED NORTH OF 54TH STREET AND EAST OF BANGOR AVENUE, ON APPROXIMATELY 5.9 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 28, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the 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. 763-D

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2 and MDR** to **MDR** zoning district at **5311 Bangor Avenue, located north of 54th Street and east of Bangor Avenue, on approximately 5.9 acres of unplatted land out of Block E-2, Section 28,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



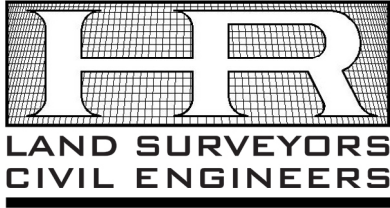
Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC763-D
July 8, 2024



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of an approximate 5.9 acre tract of land located in Section 28, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract located in the South line of a 20 foot alley and the West right-of-way line Albany Avenue which bears N. $89^{\circ}51'30''$ W. an approximate distance of 887.6 feet and South an approximate distance of 999.1 feet from the Northeast corner of Section 28, Block E-2, Lubbock County, Texas;

THENCE South along the West right-of-way line of said Albany Avenue, an approximate distance of 419.4 feet to a point of curvature for the most Easterly Southeast corner of this tract;

THENCE Southwesterly, continuing along the West right-of-way line of said Albany Avenue, along a curve to the right, said curve having a radius of 15.0 feet, a central angle of $90^{\circ}00'00''$, a chord distance of 21.2 feet, and a chord bearing of S. $45^{\circ}00'00''$ W. to a point in the North right-of-way line of 54th Street and a point of tangency for the most Southerly Southeast corner of this tract.

THENCE West along the North right-of-way line of said 54th Street, an approximate distance of 561.0 feet to a point in the East right-of-way line of Bangor Avenue and a point of curvature for the most Southerly Southwest corner of this tract;

THENCE Northwesterly, along the East right-of-way line of said Bangor Avenue, along a curve to the right, said curve having a radius of 15.0 feet, a central angle of $90^{\circ}00'00''$, a chord distance of 21.2 feet, and a chord bearing of N. $45^{\circ}00'00''$ W. to a point of tangency for the most Westerly Southwest corner of this tract;

THENCE North continuing along the East right-of-way line of said Bangor Avenue, an approximate distance of 420.8 feet to a point in the South line of said 20 foot alley for the Northwest corner of this tract;

THENCE S. $89^{\circ}51'30''$ E. along the South line of said 20 foot alley, an approximate distance of 591.0 feet to the Point of Beginning.

PREPARED FOR ZONING PURPOSES ONLY. DOES NOT REPRESENT AN ACTUAL SURVEY AND SHALL NOT BE RECORDED FOR ANY REAL PROPERTY PURPOSES.

Prepared for Woda Cooper Companies, Inc.
June 21, 2024

Staff Report		Zone Case 763-D
City Council Meeting		July 23, 2024

Applicant Woda Cooper Companies, Inc.

Property Owner Buslon, Inc.

Council District 3

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into city limits.
- April 23, 1959, Zone Case 2760, Ordinance No. 2760: The subject property was zoned Single-Family District (R-1).
- October 14, 1971, Zone Case 1758, Ordinance No. 6177: The eastern portion of the subject property was zoned Two-Family District (R-2).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from R-1 and R-2 to Low Density Single Family District (SF-2) and Medium Density Residential District (MDR), respectively, with the adoption of the Unified Development Code.
- July 8, 2024, Zone Case 763-D: The Planning and Zoning Commission recommended approval of a zone change from SF-2 and MDR to MDR, by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 5.90 acres of unplatted land out of Block, E-2, Section 28. The property has remained vacant since annexation.

Adjacent Property Development

The properties to the north and east are zoned MDR and developed with apartments. Property to the west is zoned MDR and High Density Residential District (HDR) and also developed with apartments. The property to the south is a playa lake and Buster Long Park, zoned SF-2.

Zoning Request and Analysis

Item Summary

The subject property is currently addressed as 5311 Bangor Avenue, located north of 54th Street and east of Bangor Avenue, on 5.9 acres of unplatted land out of Block E-2, Section 28. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) and Medium Density Residential (MDR) to MDR.

Current zoning: Low Density Single-Family District (SF-2) and Medium Density Residential District (MDR)

Requested overlay: Medium Density Residential District (MDR)

Intent 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 intent of the proposed MDR District is “...to provide for a village neighborhood environment of smaller-sized lots, to include dwellings such as duplexes, townhouses, and multiplexes.”

Traffic Network/Infrastructure Impacts

The location is along 54th Street and Bangor Avenue which are designated as local streets by the Master Thoroughfare Plan, 2018. Local streets typically provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for High Density Residential land uses. While this request is a minor deviation from this designation, it is appropriate in this location, adjacent to other multi-family uses and residential zoning districts. This request is in conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located adjacent to other apartment complexes.

Suitability of Property for Allowed Uses

The property is suitable for the land uses within the MDR district. It may need additional public improvements to support the intensity of uses described in this district, as the property is unplatted.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documentation

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096

cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029

vescamilla@mylubbock.us

Case Information: Zone Case 763-D



Allowable Uses: [Medium Density Residential District \(MDR\)](#)

Transportation: The proposed development has points of access from 54th Street and Bangor Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
54 th Street, <i>Local Street</i>	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 70 feet, two-lane, undivided, paved
Bangor Avenue <i>Local Street</i>	R.O.W. 66 feet, two-lane, undivided, paved	R.O.W. 70 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 3

- 3.1 **Zone Case 763-D:** Woda Cooper Companies, Inc., for Buslon, Inc., request for a zone change from Low Density Single-Family District (SF-2) and Medium Density Residential District (MDR) to Medium Density Residential District (MDR), at:

- 5311 Bangor Avenue, located north of 54th Street and east of Bangor Avenue, on approximately 5.9 acres of unplatted land out of Block E-2, Section 28.

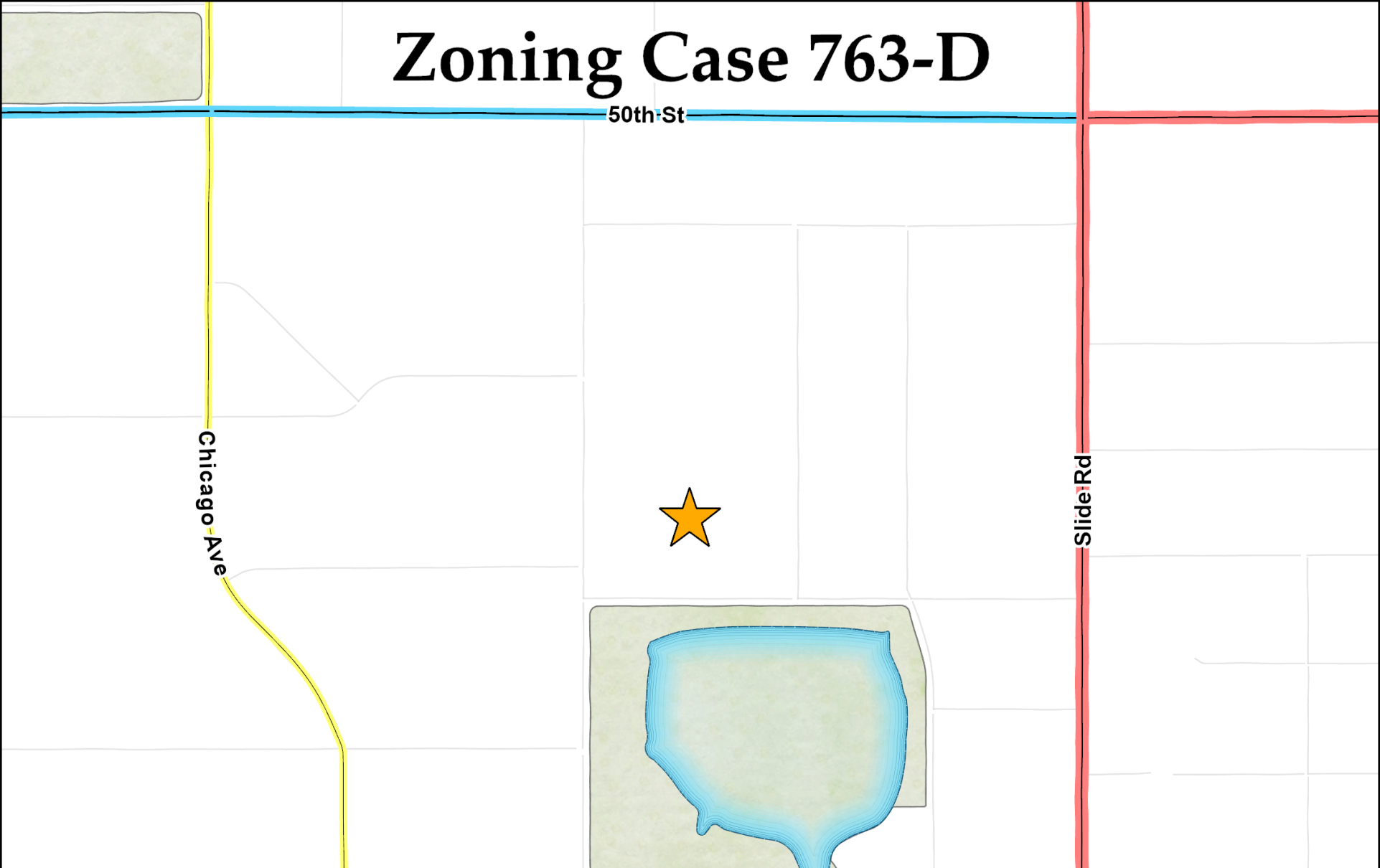
PLANNER CASSIE BERMEA gave a presentation and answered questions from the Planning and Zoning Commission. Staff recommended approval of the request.

APPLICANT PARKER ZEE, with Woda Cooper Companies, 500 South French Street, Columbus, Ohio, gave comments on the 120 unit apartment complex planned for the property and answered questions from the Planning and Zoning Commission

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 763-D**, a motion was made by **TANNER NOBLE** and seconded by **SUSAN TOMLINSON** to approve the zone case as presented. The commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 763-D



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

- Partial
- Future

Principal Arterial

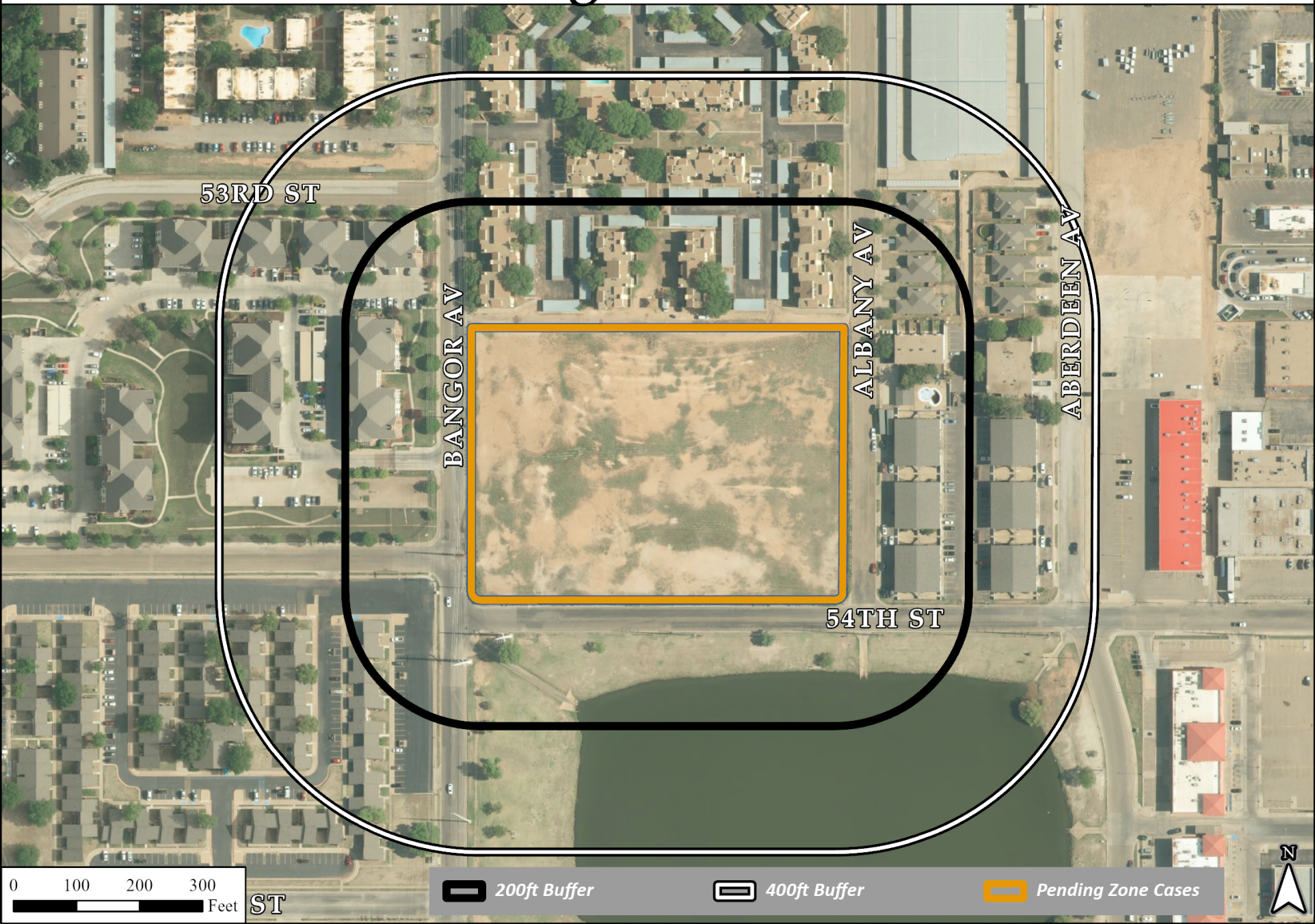
- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop



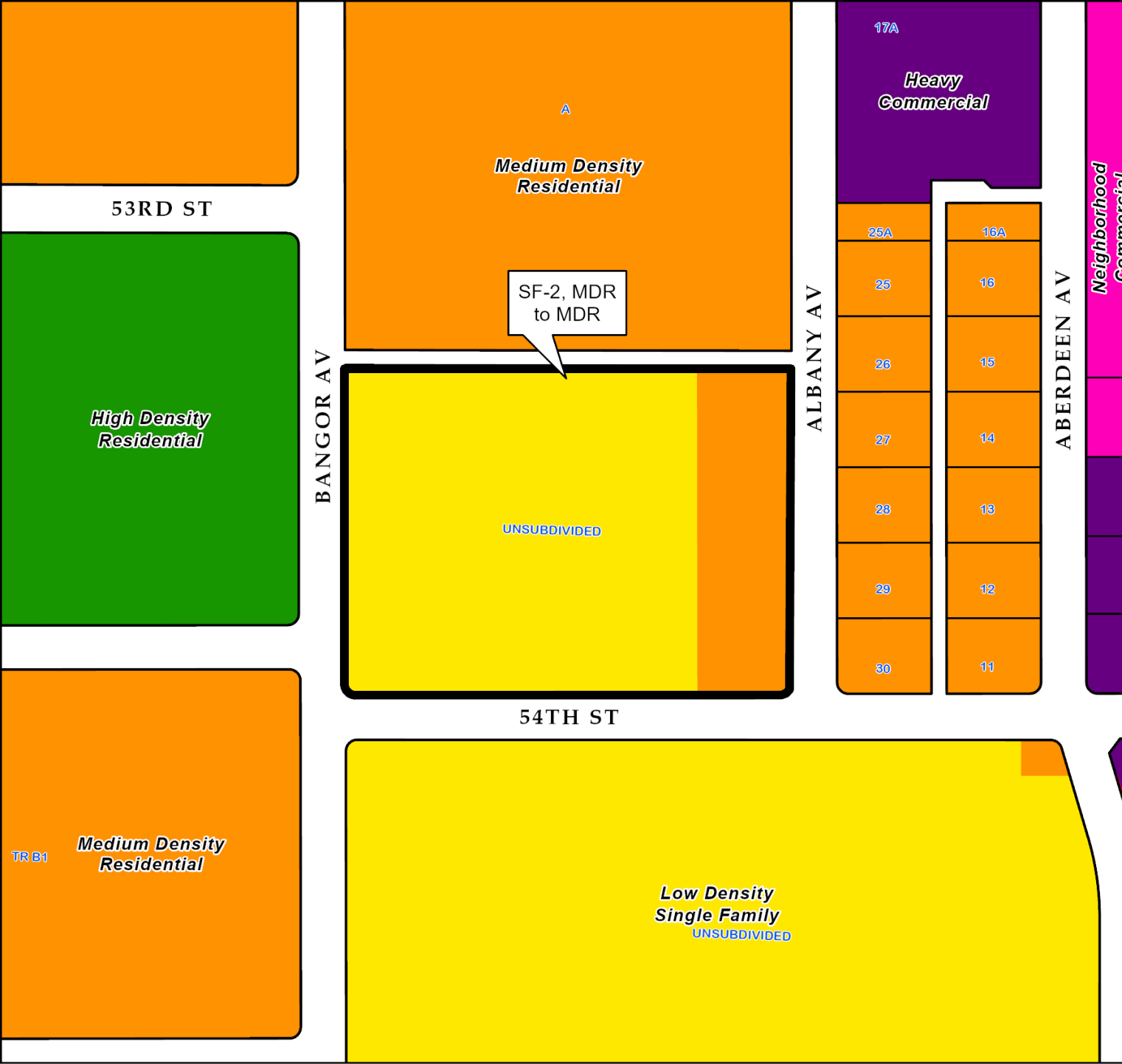
Zoning Case 763-D



Current Zoning 763-D

Zoning Districts




-  Auto-Urban Commercial (AC)
-  Heavy Commercial (HC)
-  High Density Residential (HDR)
-  Medium Density Residential (MDR)
-  Neighborhood Commercial (NC)
-  Low Density Single Family (SF-2)



0 100 200 300 Feet



Future Land Use Plan Case 763-D

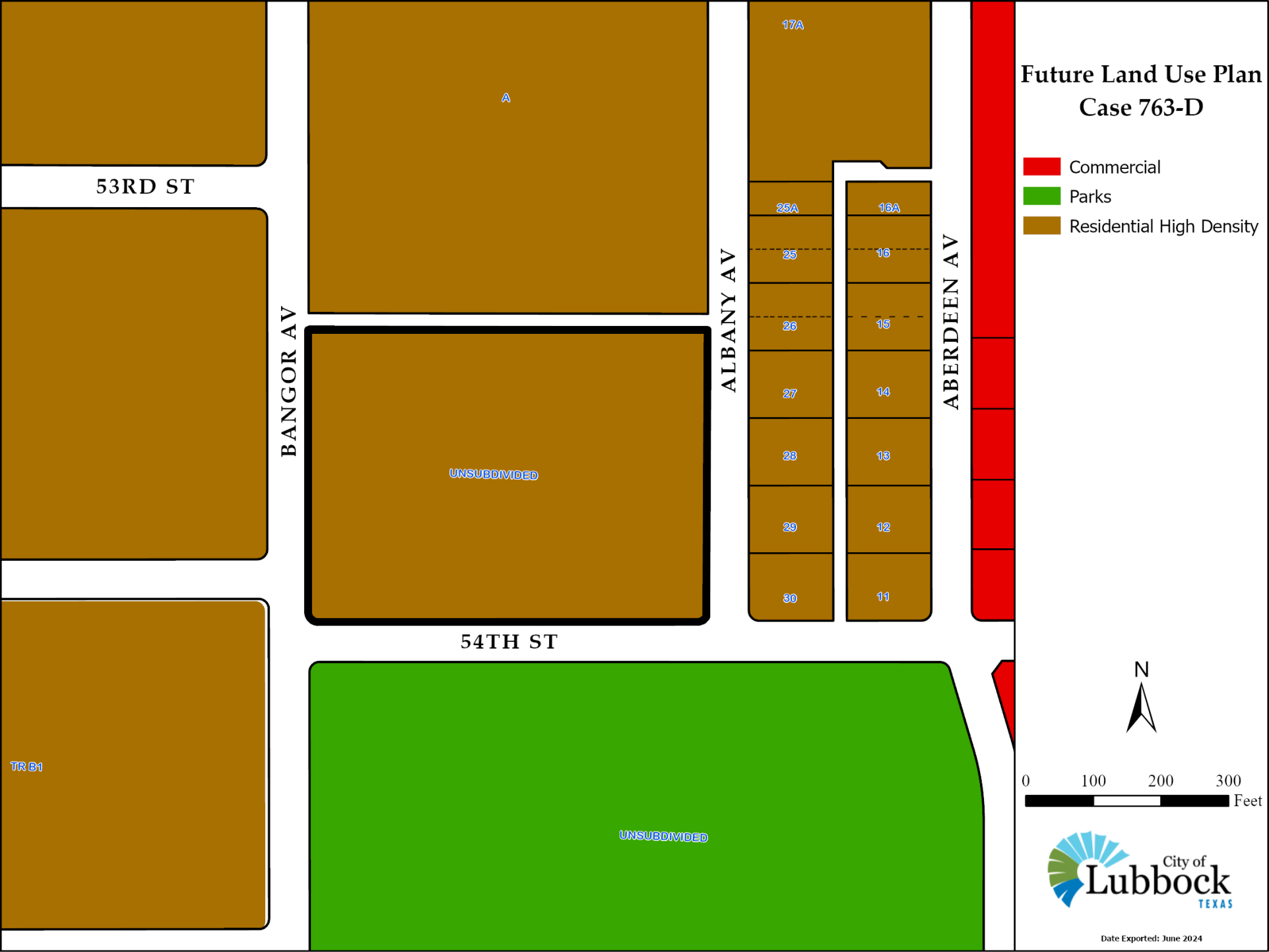
-  Commercial
-  Parks
-  Residential High Density



0 100 200 300 Feet



Date Exported: June 2024





West View.



East View. —Subject Property



North View.



South View.

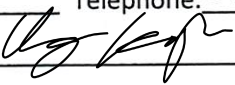


Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE


Project Information

Location or Address: 5311 Bangor Avenue, Lubbock, Texas
Lots/Tracts: Property ID 1873; Tax Parcel R91368
Survey & Abstract: BLK E2 SEC 28 AB 898 TR 1 D2 ACS: 5.901
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 5.9
Existing Land Use: vacant Existing Zoning: SF-2 & MDR
Requested Zoning: MDR
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒


Representative/Agent Information (if different from owner)

Firm Name: Woda Cooper Companies, Inc.
Name: Clay Cooper
Address: 500 S. Front Street, 10th Floor City: Columbus State: OH
ZIP Code: 43215 Telephone: 614.499.7589 Email: ccooper@wodagroup.com
Applicant's Signature: 
Date: 5.29.2024 Printed Name: Clay Cooper

Owner Information

Firm Name: Buslon Inc
Owner: Buslon Inc
Address: 5109-82nd St #7 PMB 1106 City: Lubbock State: TX
ZIP Code: 79424 Telephone: 8067898676 Email: Lisaa@nts-online.net
Property Owner's Signature: 
Date: May 29, 2024 Printed Name: LISA ALEXANDER

Preparer Information

Preparer's Signature: 
Date: May 29, 2024 Printed Name: Clay Cooper

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.



5311 Bangor Ave Rezoning Explanation

Woda Cooper Companies, Inc. develops, designs, constructs, and manages affordable housing communities. We are seeking to rezone 5311 Bangor Ave to develop approximately 120 units of affordable housing. The location is ideal for multifamily as the surrounding uses are mostly multifamily, it is located across the street from Buster Long park, and is located near many amenities including the South Plains Mall. A portion of the property is already zoned MDR and we seek to have the entire parcel zoned MDR.

The future land use designation is “high density residential.” The high density residential land use is characterized by multi-story, multifamily apartment and condominium style units. According to the comprehensive plan, density for this land use is between 12-25 units with newer construction having densities between 20 to 30 dwelling units an acre.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2024-O0105, for Zone Case 2538-MM, a request of K-9 Kennels, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on approximately 6.1 acres of unplatted land out of Block D-6, Section 1.

Item Summary

On July 23, 2024, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on July 8, 2024, and recommended approval of the request by a unanimous 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 2538-MM
Staff Report 2538-MM
Documentation 2538-MM

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2538-MM; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT AT 1607 AND 1715 ALCOVE AVENUE, LOCATED NORTH OF 19TH STREET AND EAST OF ALCOVE AVENUE, ON APPROXIMATELY 6.1 ACRES OF UNPLATTED LAND OUT OF BLOCK D-6, SECTION 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the 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. 2538-MM

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2** to **HC** zoning district at **1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on approximately 6.1 acres of unplatted land out of Block D-6, Section 1, City of Lubbock, Lubbock County, Texas, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

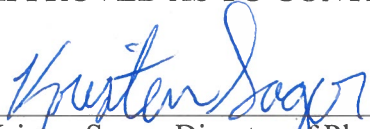
Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2538-MM
July 8, 2024



Exhibit "A"

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONE CHANGE REQUEST IN
SECTION 1, BLOCK D6,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 6.05-acre tract of land located in Section 5, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point that bears S 05° 00' 37" W an approximate distance of 779.51 feet to the southeast corner of Section 1, Block D6;

THENCE N 01° 51' 55" W an approximate distance of 553.16 feet;

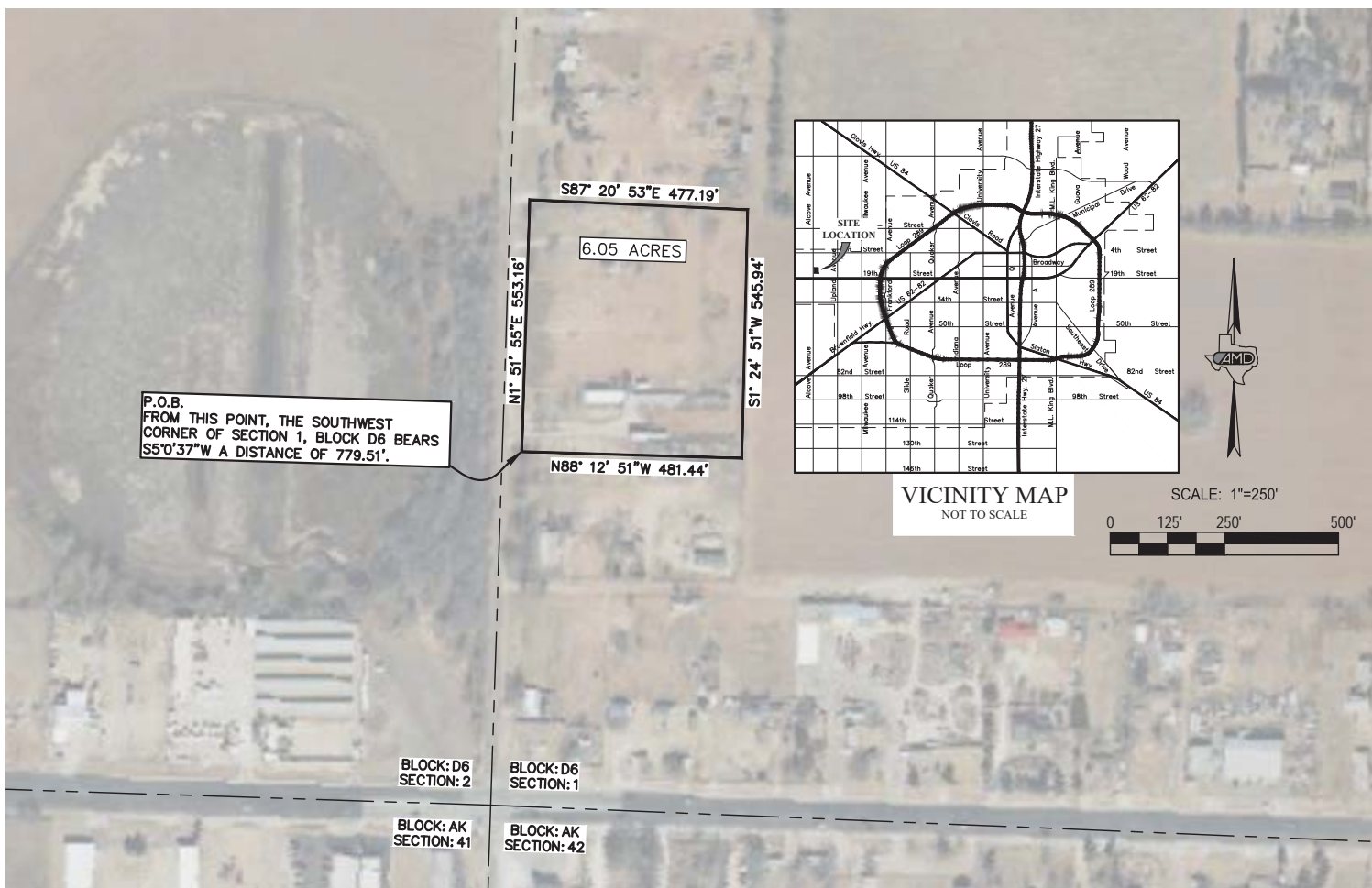
THENCE S 87° 20' 53" E an approximate distance of 477.19 feet;

THENCE S 01° 24' 51" E an approximate distance of 545.94 feet;

THENCE S 88° 12' 51" W an approximate distance of 481.44 feet to the Point of Beginning and containing approximately 6.05-acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Sheri Gray
June 24, 2024



Staff Report		Zone Case 2538-MM
City Council Meeting		July 23, 2024

Applicant Sheri Gray DBA K-9 Kennels

Property Owner Sheri Gray DBA K-9 Kennels

Council District 6

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- September 27, 1984, Ordinance No. 8660: The subject property was annexed into city limits and zoned Transition District (T).
- October 10, 1985, Zone Case 2538, Ordinance No. 8827: The subject property was rezoned from T to Single-Family District (R-1).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from R-1 to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- July 8, 2024, Zone Case 2538-MM: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to Heavy Commercial (HC), by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 15
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

This subject property is addressed as 1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on 6.05 acres of unplatted land out of Block D-6, Section 1. The structure on 1715 Alcove was built in 1944. In 1944, an additional home was built on 1607 Alcove Avenue. Said residence burned down, recently.

Adjacent Property Development

The surrounding properties are zoned SF-2 to the west, east and south, and Heavy Commercial District (HC) to the north. Vacant land is located to the east and west of the subject property, with homes to the south and a commercial development to the north.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on 6.05 acres of unplatted land out of Block D-6, Section 1. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC).

Current zoning: Low Density Single-Family District (SF-2)

Requested overlay: Heavy Commercial District (HC)

Intent Statements

The intent 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 intent of the proposed Heavy Commercial District (HC) is “...to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise.”

Traffic Network/Infrastructure Impacts

The location is along Alcove Avenue, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterials provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Low Density Residential land uses. While this request does not conform to this designation, it would be appropriate along a major thoroughfare and adjacent zoning. Required bufferyards would provide sufficient barriers for lower intensity uses. Therefore, this request is in moderate conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located along a major thoroughfare and is appropriate adjacent to nearby land uses.

Suitability of Property for Allowed Uses

The property may be suitable for the proposed use.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Notification Responses

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2538-MM



Allowable Uses: [Heavy Commercial District \(HC\)](#)

Transportation: The proposed development has a point of access from Alcove Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Alcove Avenue, Principal Arterial, Partial	R.O.W. 40 feet, 2 lane, undivided, paved.	R.O.W. 110 feet, 5 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 6

3.4 **Zone Case 2538-MM:** K-9 Kennels, request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- 1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on approximately 6.1 acres of unplatted land out of Block D-6, Section 1.

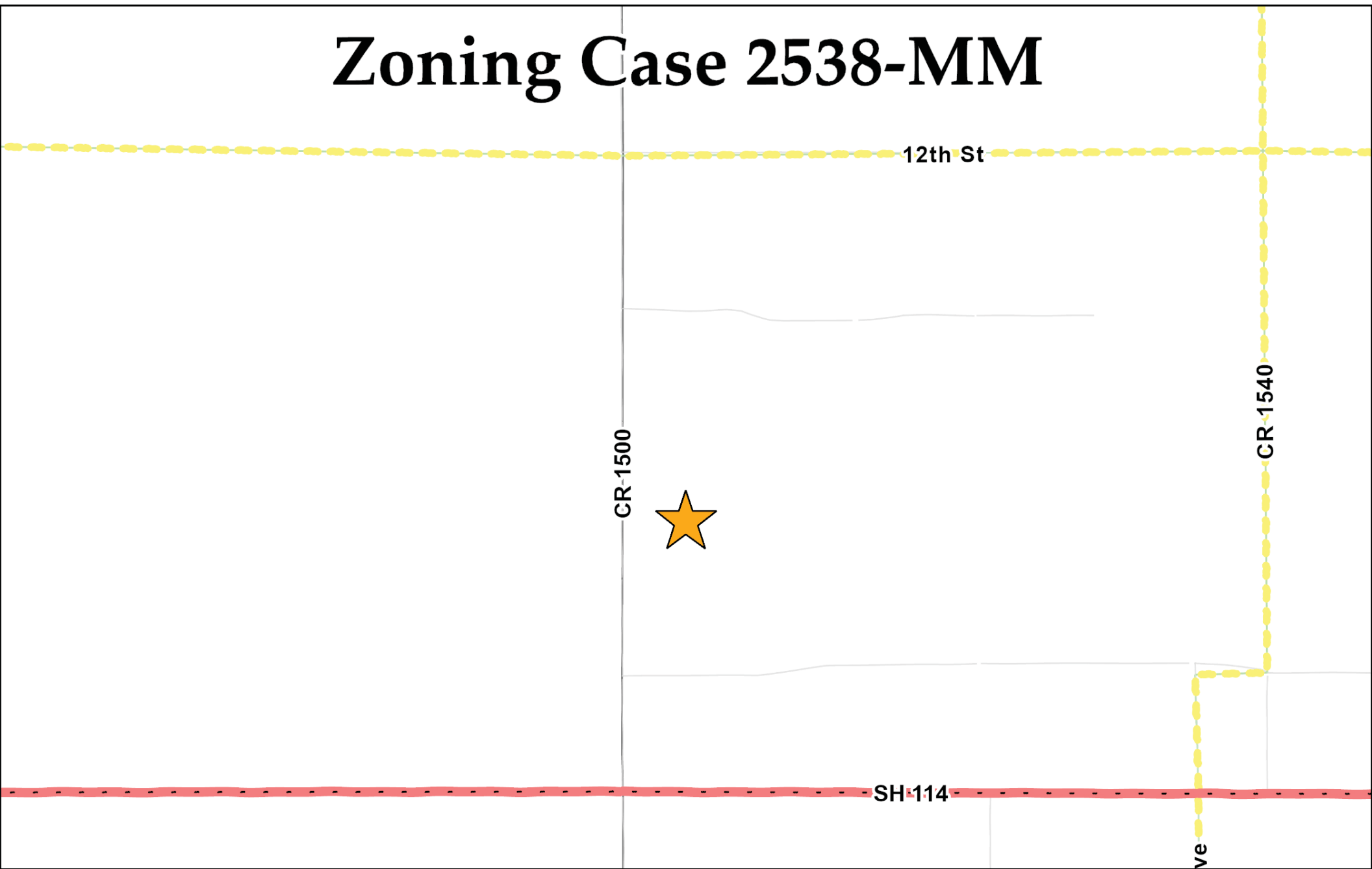
PLANNING DIRECTOR KRISTEN SAGER gave a presentation and answered questions from the Planning and Zoning Commission. Staff recommended approval of the request.

APPLICANT SHERI GRAY, 2503 Alcove Avenue, gave comments and answered questions from the Planning and Zoning Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 2538-MM**, a motion was made by **JORDAN WHEATLEY** and seconded by **TERRI MORRIS** to approve the zone case as presented. The commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 2538-MM






Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



PZC Mailout Notifications Received

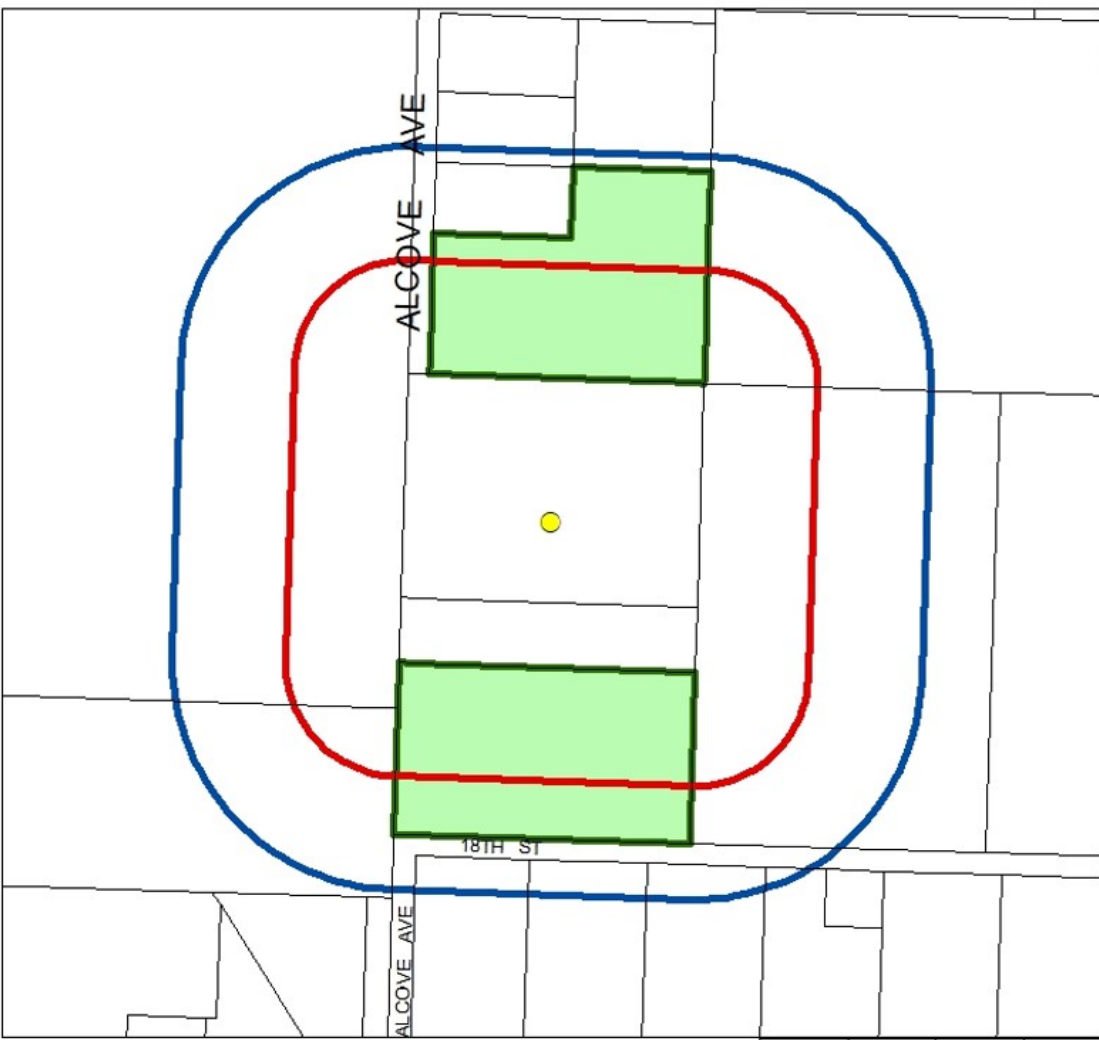


Legend

-  LocatorPnt2538_MMM
-  MailoutBuffer2538_MMM_200ft
-  MailoutBuffer2538_MMM_400ft

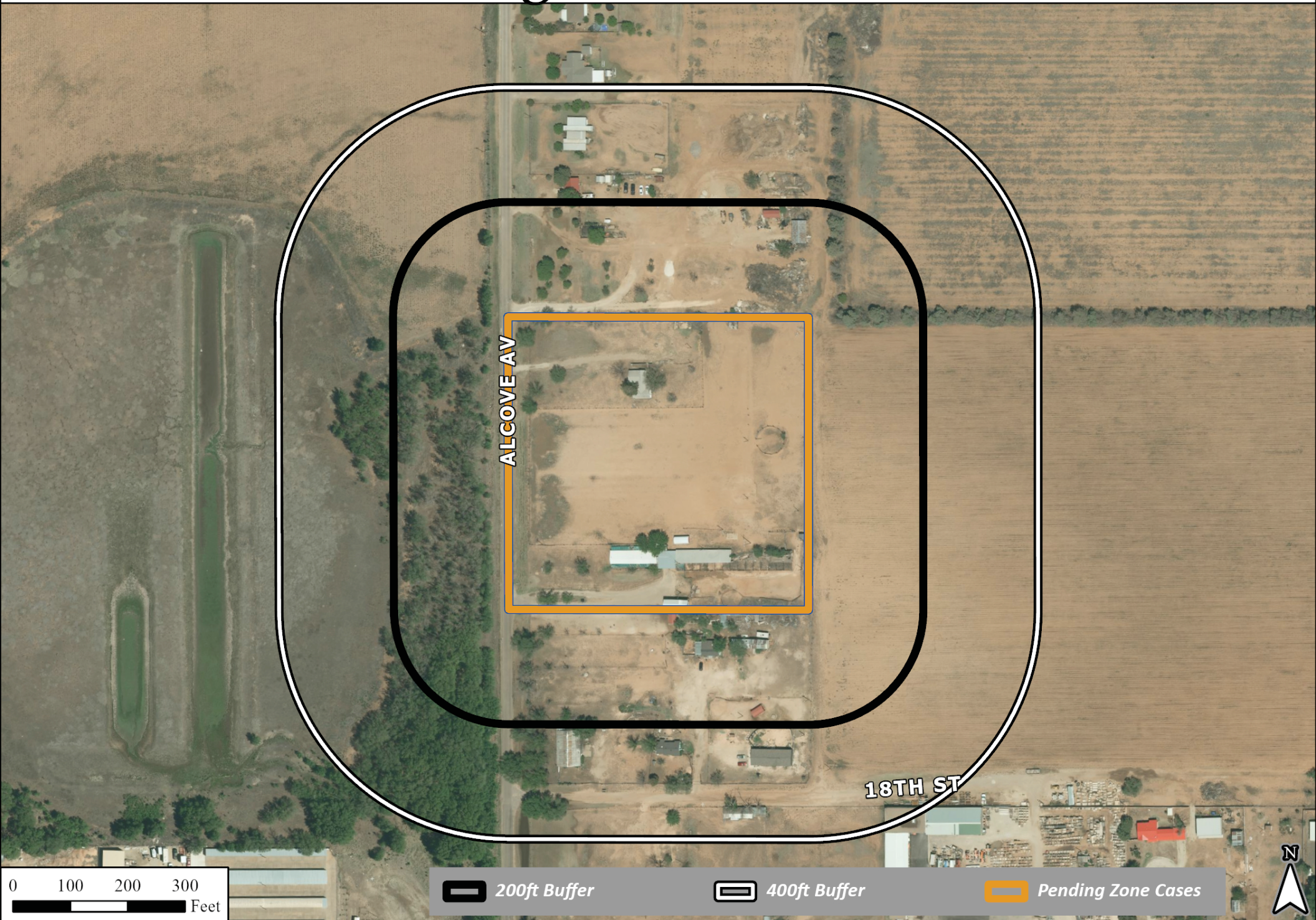
Notification Result

-  In Favor
-  Opposed



0 155 310 620 Feet

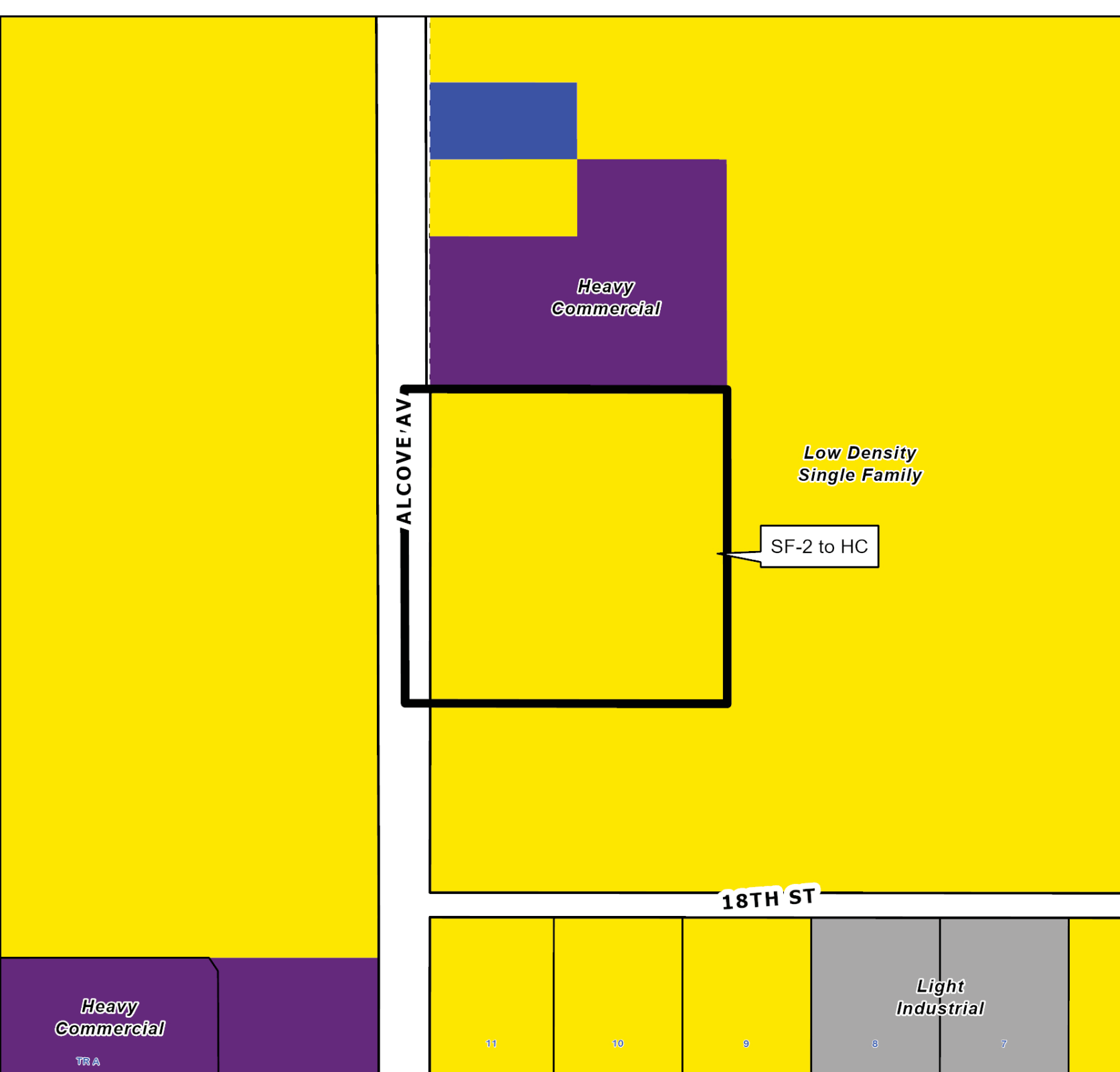
Zoning Case 2538-MM



Current Zoning 2538-MM

Zoning Districts

-  Heavy Commercial (HC)
-  Light Industrial (LI)
-  Office (OF)
-  Low Density Single Family (SF-2)



0 100 200 300 Feet

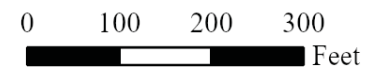


Future Land Use Plan Case 2538-MM

- Commercial
- Residential Low Density

ALCOVE AV

18TH ST



Date Exported: June 2024

TRA

11

10

9

8

7

2538-MM



View east. Subject property.



View north.



View south.



View west.

2538-MM



1607 Alcove Avenue



1715 Alcove Avenue



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 1607 + 1715 ALCOVE AVE
Lots/Tracts: R 115 798 R 115
Survey & Abstract: _____
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 6.1
Existing Land Use: KENNEL Existing Zoning: Res
Requested Zoning: HIGH COMMERCIAL (HC)
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: K-9 KENNELS
Name: SHERI GRAY
Address: 2503 ALCOVE City: LUBBOCK State: TX
ZIP Code: 79407 Telephone: 8067812330 Email: grayhouselover@aol.com
Applicant's Signature: Sheri Gray
Date: 5-28-24 Printed Name: SHERI GRAY

Owner Information

Firm Name: SHERI GRAY DBA K-9 KENNELS
Owner: SAME
Address: SAME City: _____ State: _____
ZIP Code: _____ Telephone: _____ Email: _____
Property Owner's Signature: _____
Date: _____ Printed Name: _____

Preparer Information

Preparer's Signature: _____
Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

In Favor

☒

Opposed

☐

Reasons and/or Comments:

Most properties on Alcoe are commercial/businesses.
I myself rezoned 1505 Alcoe in 2017 to a commercial property. Also there is another dog kennel on this road. I have no objections.

Print Name

Cody Hill Owner Nish and Associates Landscaping

Signature:

[Signature]

Address:

1505 Alcoe / 2801 69th Lubbock

Address of Property Owned:

1505 Alcoe

Phone Number:

806 793-0047

Email:

Nishassociates1505@outlook.com

Zone Case Number: **2538-MM**

R117846

HILL, CODY MICHAEL

2801 69TH ST

LUBBOCK

TX 79413



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2538-MM**

In Favor

☒

Opposed

☐

Reasons and/or Comments:

Print Name

Taiya Jones

Signature:

Taiya Jones

Address:

7748 18th St 794

Address of Property Owned:

same

Phone Number:

806 786 3303

Email:

taiya-jones@gmail.com

Zone Case Number: **2538-MM**

R117969

Recd 4 of 15

CASTILLO, TAIYA L

7748 18TH ST

LUBBOCK TX 79416

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Quincy Park Public Improvement District (PID) Advisory Board.

Item Summary

The Quincy Park Public Improvement District (PID) Advisory Board consists of 5 property owners or representatives of property owners within the Quincy Park PID, and these board members are elected by the Quincy Park PID property owners.

Elections for the 2 eligible seats on the Quincy Park PID Advisory Board were conducted at the annual Quincy Park PID Property Owners' meeting held on July 10, 2024. In accordance with the bylaws, each property owner within the Quincy Park PID was given one vote, per seat, per lot owned. Quincy Park consists of 694 total lots, and 10 ballots were received.

The newly appointed board members will each serve 3-year terms, beginning on September 1, 2024.

The two individuals with the most votes are as follows:

Rae Lynn Hamby
Dana Hinds

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Upland Crossing Public Improvement District (PID) Advisory Board.

Item Summary

The Upland Crossing Public Improvement District (PID) Advisory Board consists of 5 property owners or representatives of property owners within the Upland Crossing PID, and these board members are elected by the Upland Crossing PID property owners.

Elections for the 3 eligible seats on the Upland Crossing PID Advisory Board were conducted at the annual Upland Crossing PID Property Owners' meeting held on July 11, 2024. In accordance with the bylaws, each property owner within the Upland Crossing PID was given one vote, per seat, per lot owned. Upland Crossing consists of 932 total lots, and 62 ballots were received.

The newly appointed board members will each serve 3-year terms, beginning on September 1, 2024.

The three individuals with the most votes are as follows:

Austin Lear
Darwin (Trey) Benton
Jordan Rodgers

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Valencia Public Improvement District (PID) Advisory Board.

Item Summary

The Valencia Public Improvement District (PID) Advisory Board consists of 5 property owners or representatives of property owners within the Valencia PID, and these board members are elected by the Valencia PID property owners.

Elections for the 3 eligible seats on the Valencia PID Advisory Board were conducted at the annual Valencia PID Property Owners' meeting held on July 17, 2024. In accordance with the bylaws, each property owner within the Valencia PID was given one vote, per seat, per lot owned. Valencia consists of 106 total lots, and 7 ballots were received.

The newly appointed board members will each serve 3-year terms, beginning on September 1, 2024.

The three individuals with the most votes are as follows:

Corey Lusk
Jena Massie
Jon Jackson

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

Information

Agenda Item

Report: City of Lubbock 2022 Street Bond Progress Report

Item Summary

City staff will be providing a progress report on the 2022 Street Bond.

Fiscal Impact

N/A

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

No file(s) attached.

Information

Agenda Item

Ordinance Single Reading - City Secretary: Consider adoption of an Ordinance Calling a Bond Election to be held within the City of Lubbock, Texas; making provisions for the conduct and the giving of notice of the election; and containing other provisions related thereto.

Item Summary

This is for the purpose of calling a bond election to submit a proposition to the voters of Lubbock, as recommended by the Citizens Advisory Committee.

The general obligation bonds would provide funding for permanent public improvements to acquire, construct and reconstruct street improvements, including but not limited to sidewalks, utility line relocation and traffic signalization, necessary and related storm drainage facilities and the acquisition of and rights-of-way therefor. As required by Section 1251.052, Texas Government Code, this Voter Information Document (Ex. C) has been prepared for Proposition A to be submitted to voters pursuant to an Ordinance Calling a Bond Election to be Held Within the City of Lubbock, Texas; Making Provisions for the Conduct and the Giving of Notice of the Election; and Containing Other Provisions Related Thereto (the "Bond Election Ordinance"). The estimates contained in this Voter Information Document are (i) based on certain assumptions (including the major assumptions listed above and assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the City's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 1251.052, Texas Government Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to (and expressly do not) give rise to a contract with voters or limit the authority of the City to issue bonds in accordance with Proposition A submitted by the City's Bond Election Ordinance.

Fiscal Impact

The aggregate principal amount of all Bonds issued pursuant to this ordinance shall not exceed \$110,000,000.

Election Related Fiscal Impact: \$160,000 - \$200,000 (This is a range estimate. The cost will depend on how many government entities, and the size of other local governments who will participate in a joint election with us.)

\$350,000 has been requested to be appropriated in the FY 2024-25 Operating Budget (pending approval by the City Council) for any special elections during the upcoming fiscal year.

Staff/Board Recommending

Courtney Paz, City Secretary
Cheryl Brock, Interim Chief Financial Officer

Attachments

Ordinance - Calling a Bond Election
Ex. A - Election Day Voting Locations
Ex. B - Early Voting Locations
Ex. C - Voter Information Document
Ex. D - Judges and Alternates

Ordinance No. 2024 – _____

**AN ORDINANCE CALLING A BOND ELECTION TO BE HELD WITHIN
THE CITY OF LUBBOCK, TEXAS; MAKING PROVISIONS FOR THE
CONDUCT AND THE GIVING OF NOTICE OF THE ELECTION; AND
CONTAINING OTHER PROVISIONS RELATED THERETO**

STATE OF TEXAS §
COUNTY OF LUBBOCK §
CITY OF LUBBOCK §

WHEREAS, the City Council (the “City Council”) of the City of Lubbock, Texas (the “City”) is authorized and has determined to call an election to submit a proposition to voters in the City to determine whether the City Council shall be authorized to issue bonds of the City in the amounts and for the purposes hereinafter set forth; and

WHEREAS, the City will enter into one or more Election Agreements (collectively, the “Election Agreement”) with Lubbock County, Texas (the “County”), by and through the county election officer (the “Administrator”), and possibly other political subdivisions, in accordance with the laws of the State of Texas (the “State”) and applicable federal law; and

WHEREAS, the City Council finds and declares that the meeting at which this Ordinance is considered is open to the public, and that the public notice of the time, place and purpose of the meeting was given, as required by Chapter 551, Texas Government Code, as amended. Now, therefore:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK,
TEXAS:**

Section 1. Findings. The statements contained in the preamble of this Ordinance are true and correct and are hereby adopted as findings of fact and as a part of the operative provisions hereof.

Section 2. Election Ordered; Date; Proposition. An election (the “Election”) shall be held for and within the City on Tuesday, November 5, 2024 (“Election Day”), in accordance with the Texas Election Code (the “Code”) and other applicable law. At the Election, the following proposition (the “Proposition”) shall be submitted to the qualified voters of the City in accordance with law:

CITY OF LUBBOCK, TEXAS - PROPOSITION A

“Shall the City Council of the City of Lubbock, Texas, be authorized to issue general obligation bonds of the City in the amount of \$110,000,000 for the purpose of providing funds for permanent public improvements, to wit: to acquire, construct and reconstruct street improvements, including but not limited to sidewalks, utility line relocation and traffic signalization, necessary and related storm drainage facilities and the acquisition of land and rights-of-way therefor; said bonds to mature serially over a period of not to exceed forty (40) years from their date, to be

issued in such installments and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the City Council under laws in effect at the time of issuance, and to provide for the payment of the principal of and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due?"

Section 3. Official Ballot. The official ballot for the Election shall be prepared in accordance with and conform to the requirements of the Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid Proposition which shall be set forth on the ballot substantially in the following form:

CITY OF LUBBOCK, TEXAS - PROPOSITION A

<input type="checkbox"/> FOR)	The issuance of \$110,000,000 general obligation bonds for
)	street improvements, and the imposition of taxes sufficient
<input type="checkbox"/> AGAINST)	to pay the principal of and interest on the bonds.

Section 4. Persons Qualified to Vote. All resident, qualified electors of the City shall be eligible to vote at the Election.

Section 5. Election Voting Locations and Voting Hours on Election Day. The Election Day polling places shall be as shown in Exhibit A to this Ordinance. Exhibit A shall be modified to reflect any alterations or changes in or additions to polling places required to conform to the Code or the Election Agreement or as directed by the City Secretary of the City (the "City Secretary"). On Election Day, all electors shall vote a ballot appropriate for the precinct of their residence and each elector may vote at any Countywide Polling Place (Vote Center) shown on Exhibit A, as provided for in Section 43.007 of the Code. On Election Day, the polls shall be open from 7:00 a.m. to 7:00 p.m.

Section 6. Early Voting Locations, Dates and Times. Early voting by personal appearance shall be held at the locations, at the times and on the days set forth in Exhibit B, or at such other locations as hereafter may be designated by the City Secretary or the Administrator. During the time period for early voting by personal appearance, all electors shall vote a ballot appropriate for the precinct of their residence at any location shown on Exhibit B. Exhibit B shall be modified to reflect any alterations or changes in or additions to early voting polling places or times for early voting required to conform to the Code or the Election Agreement or as directed by the City Secretary or the Administrator.

The Administrator is hereby designated as the Early Voting Clerk. The Administrator's contact information/delivery addresses for applications for ballots to be voted by mail and other matters related to the Election is as follows:

Name: Ms. 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 79401
E-mail Address: votelubbock@lubbockcounty.gov
Phone Number: (806) 775-1339
Fax Number: (806) 775-7980
Website Address: <https://www.votelubbock.org/>.

Section 7. Appointment of Election Officers. The persons named in **Exhibit D** hereto are hereby appointed judges and alternate judges. Prior to the Election Day, clerks and other personnel necessary for conducting the Election will be appointed by the City Secretary, and the election judges and alternate judges may be changed, pursuant to decisions of the City Secretary. The Administrator shall be responsible for establishing the central counting station for the ballots cast in such election and appointing the personnel necessary for such station. The City Council hereby authorizes the City Secretary to appoint any such other officials not designated herein as are necessary and appropriate to conduct the Election in accordance with the Code.

Each presiding judge is authorized to appoint the number of clerks authorized by the City Secretary, 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 8. Notice of Election. Notice of the Election shall be given in the manner required by the Code and other applicable law. A voter information document for the Proposition in the form attached hereto as **Exhibit C** is hereby approved, together with such revisions as may be approved by the City Secretary or their designee, and shall be posted in accordance with law. The City's website may be accessed at the following address: <https://ci.lubbock.tx.us/>. To the extent required by law, notice of the Election shall include such address.

Section 9. Bilingual Election Materials. All notices, instructions, and ballots pertaining to the Election shall be furnished to voters in both English and Spanish and persons capable of acting as translators in both English and Spanish shall be made available to assist Spanish language speaking voters in understanding and participating in the election process.

Section 10. Conduct of Election; Voting Machine. The Election shall be conducted by election officers, including the election judges and alternate judges or clerks appointed by the City Secretary, in accordance with the Election Agreements, the Code and the Constitution and laws of the State and the United States of America. The Mayor and the City Secretary are authorized to enter into, execute and deliver one or more Election Agreements, in accordance with applicable provisions of the Code. The terms and provisions of each Election Agreement are hereby incorporated into this Ordinance. To the extent of any conflict between this Ordinance and an Election Agreement, the terms and provisions of the Election Agreement shall prevail, and the

Mayor and the City Secretary are authorized to make such corrections, changes, revisions and modifications to this Ordinance, including the exhibits hereto, as are deemed necessary or appropriate to conform to the Election Agreement, to comply with applicable State and federal law and to carry out the intent of the City Council, as evidenced by this Ordinance.

In accordance with the Chapter 123 of the Code, an accessible electronic voting system shall be used for the 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 the Election. Said approved and certified accessible electronic voting system shall be supplied for the Election by the County, acting by and through the Administrator. The sealed ballot box procedure established by Subchapter C, Chapter 127, of the Code, shall be used for the Election.

Section 11. Necessary Actions. The Mayor and the City Secretary, in consultation with the City Attorney and/or bond counsel, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein.

Section 12. Mandatory Disclosure of Information.

(a) Pursuant to Section 3.009 of the Code: (i) the proposition language that will appear on the ballot is set forth in Section 3 of this Ordinance, (ii) the purposes for which the bonds are to be authorized are set forth in Section 2 of this Ordinance, (iii) the principal amount of bonds to be authorized is set forth in Section 2 of this Ordinance, (iv) if the issuance of bonds is authorized by voters, taxes sufficient, within the limits prescribed by law, to pay the principal of and interest on the bonds may be imposed, as set forth in Section 2 of this Ordinance, (v) bonds authorized pursuant to this Ordinance may be issued to mature over a specified number of years (not to exceed the lesser of forty (40) years from the date of issuance or the maximum number of years authorized by law) and bearing interest at the rate or rates (not to exceed 15%), as authorized by law and determined by the City Council, (vi) as of the date of the adoption of this Ordinance, the aggregate amount of outstanding principal of the City's debt obligations is \$267,061,764.00 and the aggregate amount of outstanding interest on the City's debt obligations is \$95,064,577.53 and (vii) the City's ad valorem debt service tax rate as of the date of adoption of this Ordinance is \$0.109783 per \$100 of taxable property. The City's debt obligations that are budgeted for payment and paid from nontax revenue sources are designated as self-supporting and excluded from the aggregate amount of outstanding principal and interest on the City's debt obligations described in the preceding sentence.

(b) Based upon market conditions as of the date of this Ordinance, the maximum interest rate for any series of the bonds is estimated to be 5.25%. Such estimated maximum interest rate is provided as a matter of information but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. In addition, the estimate contained in this subsection (b) is (i) based on certain assumptions (including assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the City's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 3.009 of the Code,

and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to give rise to a contract with voters or limit the authority of the City Council to issue bonds in accordance with the Proposition submitted by this Ordinance.

Section 13. Projects to be Funded. The proceeds of bonds authorized in accordance with this Ordinance shall be used to pay costs related to, and (as used in the Proposition) “street improvements” shall be deemed to comprise, the street improvement projects identified in Exhibit C to this Ordinance; provided that, if such projects have been completed or adequate provision has been made for the payment of all costs of such projects, any remaining proceeds of such bonds may be used for other street improvement projects not identified in Exhibit C, to the extent determined by the City Council or the City Manager to be similar to the street improvement projects identified in Exhibit C. The City Manager’s determination that any project has been completed or that adequate provision has been made for the payment of all costs of such project shall be conclusive.

Section 14. Severability. If for any reason any section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance, for it is the definite intent of the City Council that every section, paragraph, subdivision, clause, phrase, work, or provision hereof be given full force and effect for its purpose.

Section 15. Effective Date. Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon adoption.

(Signature page follows.)

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 13th
day of August 2024, at a regular meeting of the City Council of the City of Lubbock, Texas.

MARK MCBRAYER, Mayor

ATTEST:

COURTNEY PAZ, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

By: _____
CHERYL BROCK, Interim Chief Financial Officer

COURTNEY PAZ, City Secretary

APPROVED AS TO FORM:

By:  _____
JERRY V. KYLE, JR., Bond Counsel

EXHIBIT A

ELECTION DAY POLLING LOCATIONS
(Between the hours of 7:00 a.m. and 7:00 p.m.)

November 5, 2024 Lubbock County General and Special Elections
(Elecciones generales y especiales del condado de Lubbock 5 de noviembre de 2024)

Vote Center Locations
(Lugares de Centros de Votación)

Tuesday, November 5, 2024
(martes, 5 de noviembre de 2024)
7:00 A.M. – 7:00 P.M.

American Sign Language Interpreters available *Intérpretes de Lenguaje de Señas disponibles*

***The list of Election Day voting locations is still being finalized.**

EXHIBIT B

EARLY VOTING POLLING LOCATIONS AND TIMES

Sections BS.067 and BS.068
V.T.C.A., Election Code

November 5, 2024 Lubbock County General and Special Elections
(Elecciones generales y especiales del condado de Lubbock 5 de noviembre de 2024)

NOTICE OF EARLY VOTING
AVISO DE VOTACIÓN ANTICIPADA

Early Voting by personal appearance for the November 5, 2024
Lubbock County General and Special Elections

ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES, AND LOCATIONS LISTED BELOW:
Votación Adelantada para las Elecciones generales y especiales del condado de Lubbock 5 de noviembre de 2024,
2024 serán conducidas en LAS FECHAS, HORARIOS Y SITIOS LISTADOS ABAJO:

EARLY VOTING DATES: Monday, October 21 – Friday, November 1, 2024
(Fechas de Votación Adelantada: Lunes, 21 de octubre– viernes, 1 de noviembre 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, October 21 – Fri, November 1

Fechas: lunes, 21 de octubre - viernes, 1 de noviembre

Times: 8:00 AM - 8:00 PM
horas:

Early Voting Branch Polling Places

Votacion Anticipada en los Sitios de Votacion Auxiliares

*The list of branch early voting polling places is still being finalized.

EXHIBIT C

VOTER INFORMATION DOCUMENT[±]

CITY OF LUBBOCK, TEXAS - PROPOSITION A

- [] FOR) The issuance of \$110,000,000 general obligation bonds for
) street improvements, and the imposition of taxes sufficient
[] AGAINST) to pay the principal of and interest on the bonds.

1. Principal of the debt obligations to be authorized	\$110,000,000.00
2. Estimated interest for the debt obligations to be authorized	\$65,300,358.00
3. Estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized	\$175,300,358.00
4. Principal of all outstanding debt obligations of the City*	\$267,061,764.00
5. Estimated remaining interest on all outstanding debt obligations of the City*	\$95,064,577.53
6. Estimated combined principal and interest required to pay on time and in full all outstanding debt obligations of the City*	\$362,126,341.53
7. Estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the City with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved, based upon assumptions made by the governing body of the City	\$0.42
8. Other information that the City considers relevant or necessary to explain the foregoing information	See major assumptions listed below.

* As of the date of adoption of the City's Bond Election Ordinance. The City's debt obligations that are budgeted for payment and paid from nontax revenue sources are designated as self-supporting and excluded from the aggregate amount of outstanding principal and interest on the City's debt obligations described above.

Major assumptions for statements above, including statement 7:

(1) Assumed amortization of the City's debt obligations, including outstanding debt obligations and the proposed debt obligations:

Term	Principal	Interest	Total Proposed Debt Service	Total Proposed Debt Service + Existing Debt Service
20 Years	\$110,000,000.00	\$65,300,358.00	\$175,300,358.00	\$537,426,699.53

(2) Assumes the City's taxable assessed valuation grows at a rate of 5.5% in tax years 2025-2026, 3.0% in tax years 2027-2029, 1.0% in tax years 2030-2047.

* This Exhibit may be updated by the City Manager or their designee(s) in consultation with the City's Bond Counsel as to legal sufficiency.

(3) Assumed bonds in the 2024 authorization will be sold over three years at various interest rates ranging from 4.5% - 5.25%.

(4) Assumes that the City will not grant any optional homestead or other property tax exemptions.

(5) Assumes homestead will not qualify for idiosyncratic exemptions, including, but not limited to, the state-mandated homestead exemption for disabled veterans and their families, surviving spouses of members of the armed services killed in action and surviving spouses of first responders killed or fatally wounded in the line of duty.

(6) Assumes that applicable law will not change to provide for mandatory property tax exemptions or property tax freezes that are not available under current law.

(7) Assumes municipal bond insurance will not be obtained for the proposed debt obligations.

(8) In accordance with Sections 1251.051-.052, Texas Government Code, the City's debt obligations that are budgeted for payment and paid from nontax revenue sources are designated as self-supporting and excluded from the information concerning the City's outstanding debt obligations above.

As required by Section 1251.052, Texas Government Code, this Voter Information Document has been prepared for Proposition A submitted to voters pursuant to an Ordinance Calling a Bond Election to be Held Within the City of Lubbock, Texas; Making Provisions for the Conduct and the Giving of Notice of the Election; and Containing Other Provisions Related Thereto (the "Bond Election Ordinance"). The foregoing estimates contained in this Voter Information Document are (i) based on certain assumptions (including the major assumptions listed above and assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the City's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 1251.052, Texas Government Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to (and expressly do not) give rise to a contract with voters or limit the authority of the City to issue bonds in accordance with Proposition A submitted by the City's Bond Election Ordinance.

Projects to be Funded:

Project Recommendations for November 2024 Street Bond

School	Roadway	Limits1	Limits2	District	Length	Number of Lanes	Project Cost
	Broadway	Avenue Q	Avenue E	1	0.8		\$ 16,000,000
*	University Avenue	50th Street	S. Loop 289	2	1		\$ 7,100,000
*	Upland Avenue	98th Street	114th Street	5	1	5	\$ 15,600,000
*	34th Street	Upland Avenue	Alcove Avenue	5/6	1	3	\$ 13,600,000
*	146th Street	University Avenue	Avenue P	4	1	3	\$ 14,600,000
	Quaker Avenue	4th Street	19th Street	6	1		\$ 3,100,000
*	146th Street	Slide Road	Quaker Avenue	4	1	3	\$ 15,300,000
*	Avenue P	130th Street	146th Street	4	1	2	\$ 11,200,000
*	Alcove Avenue	50th Street Intersection		5	1		\$ 1,500,000
	South Overton (Asphalt)	University-Broadway-Ave Q-19th		1	N/A		\$ 2,000,000
	5% Inflation over 5 Years						\$ 10,000,000
Total							\$ 110,000,000

EXHIBIT D

JUDGES AND ALTERNATE JUDGES

Election Day

Judges & Alternate Judges

November 5, 2024 Lubbock County General and Special Elections 7:00 a.m. to 7:00 p.m.

This list is To Be Determined.

Information

Agenda Item

Resolution - City Manager: Consider a resolution declaring the intent of the City Council and its commitment to create a contract with the voters stipulating that the proceeds from the bonds shall be used for the projects identified in the ordinance calling the November 5, 2024 Bond Election and directing the City Manager to implement the November 5, 2024 Bond Program, in accordance with specific projects and programs set forth in the resolution and the propositions approved by the voters.

Item Summary

This resolution explicitly states the Lubbock City Council's intent to create a contract with Lubbock voters regarding the use of the \$110 million requested in the November, 2024 Bond Election. Should the Bond Election pass, this resolution lists the projects that will be funded with the proceeds, including the initial estimated cost for each proposed project. These bond funds will not be used on any other roadway project unless all of the projects listed in this resolution are substantially complete and funds remain.

Should the listed projects be substantially complete and funds remain, the resolution requires a three-step process to fund additional street and roadway projects.

- First, the projects must be similar in nature to those in Exhibit A.
- Second, the projects must comply with state law related to use of the bond proceeds.
- Finally, the Lubbock City Council must approve by affirmative vote, any additional project(s).

Fiscal Impact

Passage of this resolution does not create an independent fiscal impact.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution

Exhibit A

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, DECLARING ITS INTENT AND COMMITMENT TO CREATE A CONTRACT WITH THE VOTERS; STIPULATING THE PROCEEDS FROM THE BONDS SHALL BE USED FOR THE PROJECTS IDENTIFIED IN THE ORDINANCE CALLING THE NOVEMBER 5, 2024 BOND ELECTION; DIRECTING THE CITY MANAGER TO IMPLEMENT THE NOVEMBER 5, 2024 BOND PROGRAM IN ACCORDANCE WITH SPECIFIC PROJECTS AND PROGRAMS SET FORTH IN THIS RESOLUTION AND THE PROPOSITION APPROVED BY THE VOTERS.

WHEREAS, the City Council is ordering an election to be held on November 5, 2024, for the purpose of asking the voters to authorize general obligation bonds for Street and Roadway Improvements (the "2024 Bond Program"); and

WHEREAS, the City Council's 2024 Bond Program asks voters to authorize the issuance of general obligation bonds for Street and Roadway Improvements; and

WHEREAS, City Council desires that the projects within the 2024 Bond Program be completed in accordance with the guidance, procedures and purposes set forth in this resolution.

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

Section 1.

The City Council affirms its commitment to the voters regarding the projects to be completed with funding from the 2024 Bond Program. Further, the City Council declares its intent and commitment to the voters to ensure that the proceeds from the bonds issued pursuant to the 2024 Bond Program shall be used for the projects identified in Exhibit A attached hereto and incorporated by reference ("Exhibit A").

The City Council commits to the voters that funds from the 2024 Bond Program will strictly be used to complete the street and roadway projects listed in Exhibit A. Further, no funds from the 2024 Bond Program shall be used for any other street and roadway projects unless and until all projects in Exhibit A are complete (or funds for the completion thereof have been set aside) and funds remain. Should the projects be complete and funds remain, the City Council shall consider street and roadway improvement projects that are similar in nature to those listed in Exhibit A and in accordance with Ordinance 2024-O_____ (the "November 2024 Bond Election Ordinance"). Funds from the November 5, 2024 Bond Election shall not be used for street maintenance projects.

The City Manager is hereby directed to implement the 2024 Bond Program to provide financing for the projects identified in Exhibit A. The City Council may amend the purposes

established in Exhibit A only to the extent that (a) the City Attorney, in consultation with Bond Counsel, determines that such amendments comply with state law at the time an amendment is considered, (b) the projects identified in Exhibit A are substantially complete and (c) an affirmative vote from the City Council has been obtained.

Section 2.

This resolution shall take effect immediately from and after its passage, subject to passage of the November 2024 Bond Election Ordinance. To the extent of any conflict between this resolution and the November 2024 Bond Election Ordinance, the November 2024 Bond Election Ordinance shall prevail.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Lubbock, Texas, on the _____ day of _____, 20_____.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Matt Wade, City Attorney

vw:ccdcs/RES.Lubbock November 2024 Bond Election
August 8, 2024

Exhibit A

Project Recommendation for November 2024 Street Bond

School	Roadway	Limits1	Limits2	District	Length	Number of Lanes	Project Cost
	Broadway	Avenue Q	Avenue E	1	0.8		\$ 16,000,000
*	University Avenue	50th Street	S. Loop 289	2	1		\$ 7,100,000
*	Upland Avenue	98th Street	114th Street	5	1	5	\$ 15,600,000
*	34th Street	Upland Avenue	Alcove Avenue	5/6	1	3	\$ 13,600,000
*	146th Street	University Avenue	Avenue P	4	1	3	\$ 14,600,000
	Quaker Avenue	4th Street	19th Street	6	1		\$ 3,100,000
*	146th Street	Slide Road	Quaker Avenue	4	1	3	\$ 15,300,000
*	Avenue P	130th Street	146th Street	4	1	2	\$ 11,200,000
*	Alcove Avenue	50th Street Intersection		5	1		\$ 1,500,000
	South Overton (Asphalt)	University-Broadway-Ave Q-19th		1	N/A		\$ 2,000,000
	5% Inflation over 5 Years						\$ 10,000,000
Total							\$ 110,000,000

Information

Agenda Item

Resolution - Finance: Consider a resolution adopting a proposed maximum tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the date for the public hearing to discuss the proposed tax rate.

Item Summary

When a proposed tax rate exceeds the voter-approval rate or the no-new-revenue rate, whichever is lower, State law requires that the City Council must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. The rate proposed in the FY 2024-25 Operating Budget is \$0.477402 per \$100 valuation, which is higher than the 2024 no-new-revenue rate of \$0.466749 and lower than the 2024 voter-approval rate of \$0.484226. The debt rate is proposed to increase from \$0.109783 to \$0.112664 and the proposed maintenance and operations rate decreases from \$0.370381 to \$0.364738. This budget will raise more revenue from property taxes than last year's budget by \$7,563,231, which is a 6.51% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$3,349,548.

The certified values were received from the Lubbock Central Appraisal District on July 24, 2024. The calculated no-new-revenue rate and the voter-approval tax rate calculations were received from Lubbock Central Appraisal District on August 2, 2024.

The approval of this resolution is not the adoption of the tax rate, but is required for the publication of a proposed tax rate and the scheduling of a public hearing to discuss the proposed tax rate. The rate that is formally adopted by the City Council in September 2024, will follow a public hearing, two readings of the tax ordinance, and public discussion.

The Texas Constitution and Property Tax Code embody the concept of truth-in-taxation to require taxing units to comply with certain steps in adopting their tax rates. The truth-in-taxation laws have two purposes:

1. To make taxpayers aware of tax rate proposals; and
2. To allow taxpayers, in certain cases, to limit a tax increase.

The truth-in-taxation requirements are contained in the Texas Tax Code, Chapter 26.

No-New-Revenue Tax Rate:

The 2024 no-new-revenue rate is \$0.466749. The no-new-revenue tax rate is a calculated rate that will provide the City with about the same amount of revenue it received during the prior year on properties taxed in both years.

Voter-Approval Tax Rate:

The 2024 voter-approval rate is \$0.484226 (without unused increment). The voter-approval rate is a calculated maximum rate allowed by law without voter approval. The voter-approval rate provides the City with approximately the same amount of tax revenue it spent the previous year for day-to-day operations, plus a 3.5% increase for maintenance and operations, as well as sufficient funds to pay debts in the coming year. If the City adopts a tax rate that is higher than the voter-approval rate, an automatic election must be held on the next November uniform election date.

If the tax rate proposed by the City Council exceeds the no-new-revenue tax rate or voter-approval rate, whichever is lower, the City must follow legislative guidelines for proposing and adopting a tax rate. These guidelines include:

1. The City Council must vote to place a proposal to adopt the rate on the agenda of a future City Council meeting as an action item. The vote must be recorded. This guideline will be fulfilled with the passage of this agenda item.
2. The proposal must specify the desired rate. The City Council cannot vote to adopt a proposal to increase taxes by an unspecified amount.
3. If the motion passes, the City Council must schedule one public hearing on the proposal to increase taxes.
4. The City Council must notify the public of the date, time and place for the public hearing and publish information about the proposed tax rate no later 5 days prior to the date of the public hearing in a local newspaper and publish the notice continuously at least 7 days before the public hearing on the City of Lubbock website and Channel 2.
5. After publishing the required notice, the City must hold the public hearing. Taxpayers must have the opportunity to express their views on the increase at the public hearing. The City Council may adopt the tax rate at the public hearing, but if they do not, they must announce at the public hearing the date and time of the meeting that they will adopt the tax rate.
6. The Tax Code requires that City Council adopt the tax rate no more than 7 days after the public hearing.

The public hearing to discuss the proposed tax rate is scheduled for 2:00 p.m. on September 3, 2024, in the City Council Chambers in Citizens Tower, at 1314 Avenue K.

Fiscal Impact

The cost of the publication of the notices is budgeted in the FY 2024-25 Operating Budget.

Staff/Board Recommending

W. Jarrett Atkinson, City Manager
Cheryl Brock, Interim Chief Financial Officer

Attachments

Tax Rate Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock desires to place a proposal to adopt a property tax rate that will result in additional revenue as outlined in Section 26.05(d) of the Tax Code of the State of Texas on the agenda of a future meeting as an action item and schedule public hearings; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby adopts a proposed property tax rate of \$0.477402 per \$100 valuation that will result in additional revenue. The breakout of the tax rate is as follows:

\$0.112664 per \$100 valuation to the Interest and Sinking Fund;

\$0.364738 per \$100 valuation to the General Fund (Maintenance & Operations); and

THAT the City Council of the City of Lubbock sets the date for the public hearing on the proposed tax rate on September 3, 2024 at 2:00 p.m. in the City Council Chambers located at 1314 Avenue K, Lubbock, Texas. A vote on the tax rate shall be placed upon a future City Council agenda.

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

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

Council members present but not voting: _____

Council members absent: _____

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy L. Sims
Amy L. Sims, Assistant City Attorney

Information

Agenda Item

Resolution - Finance: Consider a resolution suspending the effective date for ninety days, in connection with the rate increase filing made on about July 16, 2024, by West Texas Gas, Inc.; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.

Item Summary

On about July 16, 2024, West Texas Gas Utility, LLC. (“WTG”) filed a Statement of Intent to increase its base rate revenues by approximately **\$6.78 million**. This equates to an **increase in annual revenue of about 35.75% including gas costs, and 51.40% excluding gas costs**. This is WTG’s first request to increase its base rates since 2020. Following the conclusion of its 2020 rate case (Gas Utilities Docket No. 10998), WTG has raised its rates by means of 4 Interim Rates Adjustment (“IRA”) filings, also known as “GRIP” filings.

Cities have original jurisdiction over such cases with final outcomes decided by the Texas Railroad Commission. Cities must either approve, deny or suspend filing within 30 days, or it is deemed to be approved, and the requested rates will go into effect. This item is to suspend the effective date for 90 days to allow staff and outside counsel to review and negotiate the requested rate increase. Additional information is included with this item.

Fiscal Impact

Expenses incurred through a rate case are recoverable.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

WTG Rate Case Resolution
Information Sheet

RESOLUTION

RESOLUTION BY THE CITY OF LUBBOCK, TEXAS (“CITY”) SUSPENDING THE EFFECTIVE DATE FOR NINETY DAYS IN CONNECTION WITH THE RATE INCREASE FILING MADE ON ABOUT JULY 16, 2024, BY WEST TEXAS GAS, INC.; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, West Texas Gas, Inc. (“WTG” or “Company”) filed a Statement of Intent with the City on about July 16, 2024, to change its rate schedules within the corporate limits of this municipality, specifically to increase its annual revenue requirement by approximately \$6.78 million, which represents an increase in base rates of about 51.40%; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under Chapter 104, §103.001 et seq. of GURA has exclusive original jurisdiction over WTG’s rates, operations, and services within the municipality; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating WTG’s rate request and its changes in tariffs, it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

WHEREAS, to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating WTG’s rate request and its changes in tariffs, the City joins with other local regulatory authorities to form an alliance of cities known as the Alliance of WTG Municipalities (“AWM”); and

WHEREAS, WTG’s rate request consists of a voluminous amount of information including WTG’s rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, WTG’s rate application is the Company’s first general rate case since about 2020, and follows four consecutive annual increases in rates pursuant to the Interim Rate Adjustment (“IRA”) mechanism, also known as “GRIP” filings; and

WHEREAS, WTG proposed August 20, 2024, as the effective date for its requested increase in rates; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of WTG's application to increase rates; and

WHEREAS, WTG's application fails to establish that its overall revenue request resulted in no more than an amount that will permit WTG a reasonable opportunity to earn a reasonable return on the utility's invested capital used and useful in providing service to the public in excess of its reasonable and necessary operating expenses; and

WHEREAS, WTG's application fails to establish that its proposed rates are just and reasonable; and

WHEREAS, WTG may exercise its statutory right to appeal a City decision regarding WTG's request to increase rates to the Railroad Commission of Texas; and

WHEREAS, WTG filed its Statement of Intent to increase its revenue and change its rate with the City and with the Railroad Commission of Texas on the same date, July 16, 2024, and the decision of the Railroad Commission of Texas will have a direct impact on the City and its citizens who are customers of WTG, and in order for the City's participation to be meaningful, it is important that the City intervene in any such proceedings at the Railroad Commission of Texas related to WTG's application to increase rates.

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. WTG's application fails to show that its proposed rates are just and reasonable.

Section 3. The City hereby **DENIES** WTG's request to increase its revenue and change its rates and in support of **DENIAL** finds that:

- A. WTG failed in its burden of proof to establish that its requested increase in revenue or the changes set forth in its tariffs attached to WTG's Statement of Intent to change rates, results in just and reasonable rates;
- B. WTG failed in its burden of proof to establish that adoption of its proposed rate base, expenses, investment, return on equity, and other rate issues as presented in WTG's Statement of Intent to increase rates, result in just and reasonable rates.

Section 4. The City shall participate in a coalition of cities known as the Alliance of WTG Municipalities ("AWM"), and authorizes intervention in proceedings related to WTG's Statement of Intent before the Railroad Commission of Texas and related proceedings in courts of law; and

Section 5. The City hereby orders WTG to reimburse the City's rate case expenses consistent with the Gas Utility Regulatory Act and that WTG shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or related to proceedings involving WTG before the City, the Railroad Commission of Texas, or any court of law.

Section 6. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving WTG before the City, the Railroad Commission of Texas, or any court of law, and to retain such experts as may be reasonably necessary for review of WTG's rate application subject to approval by the steering committee of the AWM.

Section 7. The City, in coordination with the WTG Steering Committee, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to WTG for reimbursement.

Section 8. A copy of this resolution shall be sent to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703, and a courtesy copy to WTG's local representative.

Section 9. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2024.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

AGENDA INFORMATION SHEET
ITEM NO. _____

DENIAL OF WEST TEXAS GAS UTILITY, LLC'S PROPOSED INCREASE IN RATES FILED ON ABOUT JULY 16, 2024; AUTHORIZING PARTICIPATION IN THE ALLIANCE OF WTG MUNICIPALITIES (AWM); AUTHORIZING INTERVENTION IN PROCEEDINGS RELATED TO WTG'S STATEMENT OF INTENT; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING REPRESENTATION OF THE CITY BY SPECIAL COUNSEL

BACKGROUND

On about July 16, 2024, West Texas Gas Utility, LLC. ("WTG") filed a Statement of Intent to increase its base rate revenues by approximately **\$6.78 million**; this equates to an **increase in annual revenue of about 35.75% including gas costs, and 51.40% excluding gas costs**. This is WTG's first request to increase its base rates since 2020. Following the conclusion of its 2020 rate gas (Gas Utilities Docket No. 10998), WTG has raised its rates by means of four Interim Rates Adjustment ("IRA") filings, also known as "GRIP" filings.

WTG proposes an effective date of August 20, 2024 for its change in rates. As is explained below, the proposed Resolution related to WTG's application to increase its base rate revenues, if adopted, denies WTG's proposed increase in rates.

BILL IMPACT:

WTG proposes to increase base rates for its "Domestic Customers," i.e., residential customers, and its "Non-Domestic Customers," i.e., industrial and commercial customers. The table below shows WTG's current rates and its proposed rates:

Domestic Customers		
	Current	Proposed
Customer Charge	\$23.42 per month	\$29.50 per month
All Consumption	\$4.84 per Mcf	\$7.68 per Mcf
Non-Domestic Customers		
	Current	Proposed
Customer Charge	\$43.57 per month	\$79.00 per month
All Consumption	\$2.69 per Mcf	\$4.89 per Mcf

The impact on an average bill of WTG's proposed increase in rates is shown in the table below:

Customer Class and Gas Cost Zone	Current Average Monthly Bill with Gas Cost	Proposed Average Monthly Bill with Gas Cost	Proposed Monthly Increase	Percentage Increase with Gas Cost	Percentage Increase without Gas Cost
North Zone					
Domestic	\$73.96	\$96.83	\$22.87	30.9%	44.0%
Non-Domestic	\$164.10	\$240.97	\$76.86	46.8%	81.6%
West Zone					
Domestic	\$60.83	\$580.67	\$19.84	32.6%	42.3%
Non-Domestic	\$179.22	\$268.22	\$89.01	49.7%	81.6%
South Zone					
Domestic	\$42.50	\$55.33	\$12.83	30.2%	36.7%
Non-Domestic	\$184.46	\$272.60	\$88.14	47.8%	81.6%

NORTH GAS COST ZONE: Cities of Amarillo, Cactus, Canadian, Canyon, Claude, Dalhart, Darrouzett, Farwell, Follett, Groom, Higgins, Miami, Mobeetie, Shamrock, Stratford, Texhoma, Texline, Wheeler and White Deer.

SOUTH GAS COST ZONE: Cities of Devine, Eden, Junction, La Vernia, Lockhart, Luling, Menard, Natalia, Paint Rock, Seguin, Somerset and Sonora.

WEST GAS COST ZONE: Cities of Balmorhea, Kermit, Lubbock, Van Horn, and Wolfforth.

REVENUE IMPACT:

Assuming WTG's proposed increase is approved, the effect on the change in base rate revenue not including gas costs, for each customer class is shown below:

Class of Customer	Current Revenue	Proposed Revenue	Percentage Increase
Domestic	\$10,183,324	\$14,510,622	42.5%
Non-Domestic	<u>\$3,005,044</u>	<u>\$5,456,636</u>	81.5%
TOTAL	\$13,188,368	\$19,967,258	51.4%

Because of the substantial increase in rates to the Domestic class and Non-Domestic class of customers the City should closely scrutinize WTG's proposed increase as well as its proposed allocation of costs to the customer classes.

ACTION REQUIRED BY AUGUST 20, 2024

The City must take action on WTG's Statement of Intent before August 20, 2024. Absent such action, WTG's proposed rates are deemed approved by operation of law.

ALLIANCE OF WTG MUNICIPALITIES

The Alliance of WTG Municipalities ("AWM") was organized by a number of municipalities served by WTG. Alfred R. Herrera, with the law firm of Herrera Law & Associates, PLLC, has previously represented AWM in rate cases involving WTG.

CITY JURISDICTION TO SET WTG'S RATES

Unless a city ceded its original jurisdiction to the Railroad Commission of Texas, the Gas Utility Regulatory Act § 103.001 grants a city exclusive original jurisdiction over a gas utility's rates, services, and operations within the city limits. But even if a city has ceded its jurisdiction to the Railroad Commission, the Gas Utility Regulatory Act § 103.023 ("GURA"), grants a city the statutory right to participate in rate proceedings before the Railroad Commission.

RATE CASE EXPENSES

Cities by statute are entitled to recover their reasonable rate case expenses from the utility. See GURA § 103.022. Legal counsel and consultants approved by AWM will submit monthly invoices to the coalition-designated city that will be forwarded to WTG for reimbursement. No individual city's budget is negatively affected.

OPTIONS FOR CITY ACTION:

The City has three options with respect to the action it takes regarding WTG's application to increase rates:

1. The City could take no action, and under state law, WTG's proposed increase in revenue and change rates would be deemed approved by operation of law and go into effect on WTG's proposed effective date, August 20, 2024;
2. The City may suspend WTG's proposed effective date of August 20, 2024, for its increase its, for the statutorily allowed period of 90 days, which means the suspension would expire on November 18, 2024. If the City suspends WTG's proposed effective date, the City will need to take final action on the merits of WTG's proposed increase in revenue and rates by no later than November 18, 2024;
3. The City may deny WTG's proposed increase in revenue and rates; if the City denies WTG's proposed increase, WTG will have the right to appeal the City's action to the Railroad Commission of Texas, which it would do.

RECOMMENDATION

It is recommended that the City join or continue its participation in AWM and retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in matters related to WTG's rate case and to advise the City with regard to WTG's application, and that, if WTG either submits its application to the Railroad Commission of Texas, or appeals the City's final decision to the Railroad Commission, the City intervene in the proceeding before the Railroad Commission of Texas, should such proceedings develop, and court appeals, if any.

Also, WTG's rate-filing package is complex and voluminous as it contains thousands of pages of data, and thus, it is unlikely that the City's Special Counsel and consultants could complete their analysis and present it the City in time for the City to take final action before the end of the City's statutory timeframe. Consequently, AWM's Special Counsel recommends that the City adopt a Resolution denying WTG's proposed increase in revenue and rates.

The City must take action no later than August 20, 2024. If the City does not take action by August 20, 2024, WTG's proposed rates will be deemed approved by operation of law.

Information

Agenda Item

Resolution - Planning: Consider a resolution prescribing the type of notice to be given for a joint meeting of the City Council and the Planning and Zoning Commission, for a public hearing to consider amendments to the Unified Development Code (UDC), as provided under Section 211.007(d) of the Texas Local Government Code, and setting the date for the public hearing.

Item Summary

The City Council, by at least a two-thirds vote, may prescribe the type of notice to be given for the time and place of the jointly held public hearing with the Planning and Zoning Commission (PZC), to consider amendments to the Unified Development Code (UDC). Attached hereto is the resolution and notice. The City Council will also be discussing and setting a date for the public hearing.

This particular alternative notificatoin related to the UDC will be focused on landscape and bufferyard requirements.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Resolution - Alternate Notice
Notice of Public Hearing
Public Hearing Notice Plan

RESOLUTION

WHEREAS, Chapter 211 of the Texas Local Government Code (the "Code") establishes municipal zoning authority; and

WHEREAS, when the governing body of a municipality changes or adopts zoning regulations and district boundaries, the governing body shall hold a public hearing regarding the regulations and boundaries being changed; and

WHEREAS, Sec. 211.007(d) of the Code authorizes the governing body of a home-rule municipality to prescribe, by the passage of two-thirds vote, the type of notice to be given for the time and place of the public hearing; and

WHEREAS, Sec. 211.007(d) of the Code authorizes a joint public hearing with the Planning and Zoning Commission (the "PZC") to consider changes to, or adoption of, zoning regulations and district boundaries; and

WHEREAS, the City staff now has recommendations for amendments to the UDC; and

WHEREAS, the City Council of the City of Lubbock (the "Council") finds it to be in the public interest to conduct a jointly held hearing with the PZC for the public hearing at which both bodies will consider amendments to the UDC.

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

THAT the City is a home-rule municipality; and

THAT the Council hereby, by at least a two-thirds vote, prescribes the type of notice to be given for the time and place of the jointly held public hearing with the PZC to consider amendments to the UDC. The content of said notice, Exhibit "A", and the notice schedule, Exhibit "B" 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 _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.UDC Amendments Notice of hearing landscape and buffer yards
7.30.24

**NOTICE OF PUBLIC HEARING
PROPOSED AMENDMENTS TO UNIFORM DEVELOPMENT CODE**

Notice is hereby given that the Planning and Zoning Commission and City Council will hold a joint public hearing on **Thursday, September 26, 2024, at 6:00 p.m.**, at 1314 Avenue K, Lubbock, Texas, Council Chambers, to consider amending the Unified Development Code (Ordinance No. 2023-00054) regarding proposed amendments to Division 3.4, related to Trees, Landscaping, and Buffering, including, but not limited to, Section 39.03.014 General Provisions, Section 39.03.015 Development Landscaping, Section 39.03.016 Bufferyard Landscaping, Section 39.03.017 Tree Preservation, Section 39.03.019 Installation and Maintenance, the Appendices section, related to Plant Lists, Division 2.2, related to Zoning Districts and Standards, specifically Required Landscaping Types Summary, and Section 39.10.002, related to Definitions. The adopted UDC and proposed amendments may be viewed at www.mylubbock.us/udc and are available for viewing at Citizens Tower, 1314 Avenue K, first floor, in the lobby of the Planning Department.

City of Lubbock Planning and Zoning Commission and City Council meetings are available to all persons regardless of disability. If you require special assistance or have questions regarding participating in the meeting, please contact the Planning Department at 806-775-2108 or the City Secretary's Office at 806-775-2061 or write to us at cityplanning@mylubbock.us or to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

Exhibit B

City of Lubbock UDC Public Hearing Notice Plan

Social Media: This notice will be in both English and Spanish and will be “pinned” to the top of social platforms from 9/3/2024 – 9/26/2024

- Wednesday, September 4, 2024, @ 1pm
 - Main City of Lubbock Twitter account
 - Main City of Lubbock Facebook account
 - Main City of Lubbock Instagram account
- Wednesday, September 11, 2024, @ 10am
 - Main City of Lubbock Twitter account
 - Main City of Lubbock Facebook account
 - Main City of Lubbock Instagram account
- Wednesday, September 18, 2024, @1pm
 - Main City of Lubbock Twitter account
 - Main City of Lubbock Facebook account
 - Main City of Lubbock Instagram account
- Sunday, September 22, 2024, @ 2pm
 - Main City of Lubbock Twitter account
 - Main City of Lubbock Facebook account
 - Main City of Lubbock Instagram account
- Wednesday, September 25, 2024, @ 1pm
 - Main City of Lubbock Twitter account
 - Main City of Lubbock Facebook account
 - Main City of Lubbock Instagram account
- Thursday, September 26, 2024, @ 10am
 - Main City of Lubbock Twitter account
 - Main City of Lubbock Facebook account
 - Main City of Lubbock Instagram account

Newspaper

- Will run in Lubbock Avalanche Journal
 - Monday, September 9, 2024
 - Monday, September 16, 2024
 - Monday, September 23, 2024

City’s Public Access Channel (MyLBK Connect)

- Will be added to the programming and will run in rotation beginning September 3, 2024 @ 8am. This notice will be in both English and Spanish.

City’s YouTube Channel & Next Door Platform

- Will be added to the City of Lubbock’s YouTube channel beginning September 3, 2024 @ 8am as well as on Next Door. This notice will be in both English and Spanish.

Citizens Tower Lobby Monitor Broadcast (Skykit)

- Will be added to the programming and will run in rotation beginning September 3, 2024 @ 8am. This notice will be in both English and Spanish.

Utilities Bill Onsert (Ad space)

- Will have a printed copy of the public hearing information in every City of Lubbock Utilities bill in September 2024. This notice will be in both English and Spanish.

Web: Will add link to the notice/Unified Development Code to the City of Lubbock's webpage

- Will be added to the webpage beginning September 3, 2024 @ 8am until the public hearing on Thursday, September 26, 2024. The notice will be in both English and Spanish.

Direct Mail

- Tuesday, September 3, 2024 - Will mail notices to neighborhood associations promoting the Notice of Public Hearing.

Media Releases

- The City of Lubbock will send out media releases (in both English and Spanish) to all media partners publicizing the Notice of Public Hearing on the following dates:
 - Wednesday, September 4, 2024, @3pm
 - Wednesday, September 11, 2024, @3pm
 - Wednesday, September 18, 2024, @3pm
 - Wednesday, September 25, 2024, @3pm

Media Advisories

- The City of Lubbock will send out advisories (in both English and Spanish) to all media partners offering interview availability with City officials to promote and explain the value of the upcoming public hearing on:
 - Monday, September 16, 2024, @10am
 - Monday, September 23, 2024, @10am

Flyers

- Flyers (in both English and Spanish) of the Notice of Public Hearing will be posted at the following City of Lubbock facilities beginning September 3, 2024:
 - Citizens Tower
 - Utilities Customer Service Center
 - Libraries
 - Community Centers
 - Museums

Hard Copy of Amendments Printed and Available to the Public in Lobby of Planning Department at Citizens Tower

- Will be available beginning Tuesday, September 3, 2024 @ 8am

Information

Agenda Item

Ordinance 1st Reading - Planning:

A. Consider and take action on the City of Lubbock Planning and Zoning Commission's final report of August 1, 2024, to the Lubbock City Council on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for adoption, limited to the following:

1. Section 39.02.018.c.1.A (related to Residential Uses in the SF-2, MDR, and HDR Districts)
2. Table 39.02.004.c-2 (related to SF-2 Lot Density and Dimensions)
3. Table 39.02.004.d-2 (related to MDR Lot Density and Dimensions)
4. Table 39.03.023-2 (related to Base Public and Nonresidential Districts Sign Standards)
5. Section 39.07.041 and the Final Plat Submission Checklist (related to Final Plat Document Requirements and Applicant Responsibilities)
6. Section 39.07.040 and the Preliminary Plat Submission Checklist (related to Preliminary Plat Document Requirements and Applicant Responsibilities)
7. Section 39.10.002 (related to Definitions)
8. Section 39.02.016, Table 39.02.004.c-1, Table 39.02.004.d-1, Table 39.02.004.d-3, Table 39.02.004.e-1, Table 39.02.004.e-3, Table 39.03.009-1 (related to the Land Use Matrix)
9. Section 39.07.041.j (related to Final Plat Recording)
10. Section 39.07.041.k.3 (related to Final Plat and Preliminary Plat Renewal and Expiration)
11. Section 39.07.040.b (related to Preliminary Plat Purpose)
12. Section 39.02.004.a.7, Section 39.02.004.b.7, Section 39.02.004.c.7, Section 39.02.004.d.7, Section 39.02.004.e.7 (related to Signs in Residential Districts for Non-Residential Uses)
13. Table 39.02.004.e-2 (related to HDR Lot Density and Dimensions)
14. Table 39.02.016-1 (related to Outdoor Storage in the Industrial Park District (IP))
15. Section 39.06.002 (related to the Planning and Zoning Commission)
16. Section 39.02.020.d.7.C (related to Nonresidential and Mixed-Use Accessory Uses and Structures)
17. Section 39.02.020.c (related to Residential Accessory Uses and Structures)
18. Section 39.07.044.b (related to Waiver of Improvements)
19. Section 39.07.045.b (related to Delay of Improvements)
20. Section 39.02.018.e (related to Limited Use Standards)
21. Table 39.03.002-1 (related to Building and Site Design Applicability)
22. Table 39.02.004.c-3 (related to SF-2 Off-Street Parking and Loading Schedule)
23. Section 39.03.023.b.8 (related to Monument Signs)
24. Table 39.04.005-3 (related to Minimum Driveway Throat Length)
25. Section 39.04.021.b (related to Recording of Plat and Dedication of Improvements)
26. Table 39.03.016-1 (related to District Bufferyard Standards)
27. Section 39.02.020.b.6 (related to Nonresidential and Mixed-Use Fences)
28. Section 39.04.012 (related to Public Water Systems)
29. Section 39.04.013 (related to Public Wastewater Systems)
30. Section 39.02.023.b.3 (related to Specific Allowances for Height Requirements)
31. Table 39.02.022-1 (related to setback measurements)
32. Section 39.02.023.d.3 (related to Contextual Rear Setbacks)

33. Section 39.02.004.a.4.A, Section 39.02.004.b.4.A, Section 39.02.004.c.4.A, Section 39.02.004.d.4.A, and Section 39.02.004.e.4.A (related to Lot Density and Dimensions)
34. Table 39.02.006.b-2 (related to Office (OF) Lot Intensity and Dimensions)
35. Section 39.07.004.f (related to Plat Filing)

B. Consider and take action on the City of Lubbock Planning and Zoning Commission's final report of August 1, 2024, to the Lubbock City Council on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for denial, limited to the following:

1. Section 39.02.020.c.6.A.ii (related to Residential Accessory Uses and Structures - Outdoor Swimming Pool, Spa, and Hot Tub)

Item Summary

The Planning and Zoning Commission (PZC) and City Council held a joint public hearing on July 25, 2024, to discuss amending the Unified Development Code (Ordinance No. 2023-O0054). Additionally, consideration was given to written lists of all documentation and other information the municipality requires to be submitted with a plat application, as required by TLGC Section 212.0081.

On August 1, 2024, the PZC recommended adoption of amendments to the Unified Development Code by a vote of 7-0-0, with the exception of proposed Amendment #23, which was recommended for approval by a vote of 5-2-0. The PZC recommended denial of proposed Amendment #26 by a vote of 0-7-0. Both the amendments being recommended for approval and denial by the PZC are attached.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

UDC Amendments Ordinance
Proposed UDC Amendments

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE (ORDINANCE NO. 2023-O0054), AMENDING SECTIONS 39.02.018.c, RELATED TO RESIDENTIAL LIMITED USE STANDARDS, TABLE 39.02.004.c-2, RELATED TO SF-2 LOT DENSITY AND DIMENSIONS, TABLE 39.02.004.d-2, RELATED TO MDR LOT DENSITY AND DIMENSIONS, TABLE 39.03.023-2, RELATED TO BASE PUBLIC AND NONRESIDENTIAL DISTRICTS SIGN STANDARDS, SECTION 39.10.002, RELATED TO DEFINITIONS, SECTION 39.07.041, RELATED TO FINAL PLATS, SECTION 39.07.040, RELATED TO PRELIMINARY PLATS, SECTION 39.02.013, RELATED TO THE SOUTH OVERTON OVERLAY (SOO), SECTION 39.02.016 AND TABLE 39.02.016-1, RELATED TO THE LAND USE MATRIX, TABLES 39.02.004.c-1, 39.02.004.d-1, 39.02.004.d-3, 39.02.004.c-1, 39.02.004.c-3, AND 39.03.009-1, RELATED TO DUPLEXES AND TOWNHOUSES, SECTIONS 39.02.004.a.7, 39.02.004.b.7, 39.02.004.c.7, 39.02.004.d.7, 39.02.004.e.7, RELATED TO SIGNS IN RESIDENTIAL DISTRICTS FOR NON-RESIDENTIAL USES, TABLE 39.02.004.c-2, RELATED TO HDR LOT DENSITY AND DIMENSIONS, SECTION 39.06.002, RELATED TO THE PLANNING AND ZONING COMMISSION, SECTION 39.02.020.d.7.C, RELATED TO NONRESIDENTIAL AND MIXED-USE ACCESSORY USES AND STRUCTURES, SECTION 39.02.020.c., RELATED TO RESIDENTIAL ACCESSORY USES, SECTION 39.07.044, RELATED TO WAIVER OF IMPROVEMENTS, SECTION 39.07.045, RELATED TO DELAY OF IMPROVEMENTS, SECTION 39.02.018.e, RELATED TO CIVIC AND INSTITUTIONAL USES LIMITED USE STANDARDS, TABLE 39.03.002-1, RELATED TO BUILDING AND SITE DESIGN APPLICABILITY, TABLE 39.02.004.c-3, RELATED TO SF-2 OFF-STREET PARKING AND LOADING SCHEDULE, SECTION 39.03.023.b.8, RELATED TO MONUMENTS SIGNS, TABLE 39.04.005-3, RELATED TO MINIMUM DRIVEWAY THROAT LENGTH, SECTION 39.04.021.b, RELATED TO RECORDING OF PLAT AND DEDICATION OF IMPROVEMENTS, TABLE 39.03.016-1, RELATED TO DISTRICT BUFFERYARD STANDARDS, SECTION 39.02.020.b, RELATED TO GENERAL ACCESSORY USES AND STRUCTURES, SECTION 39.04.012, RELATED TO PUBLIC WATER SYSTEMS, SECTION 39.04.013, RELATED TO PUBLIC WASTEWATER SYSTEMS, SECTION 39.02.023, RELATED TO SPECIFIC ALLOWANCES, TABLE 39.02.022-1, RELATED TO MEASUREMENTS, SECTIONS 39.02.004.a.4.A, 39.02.004.b.4.A, 39.02.004.c.4.A, 39.02.004.d.4.A, AND 39.02.004.e.4.A, RELATED TO LOT DENSITY AND DIMENSIONS, TABLE 39.02.006.b-2, RELATED TO OFFICE (OF) LOT INTENSITY AND DIMENSIONS, SECTION 39.07.004.f, RELATED TO PLAT FILING, AND REVIEW AND APPROVE WRITTEN LISTS OF ALL DOCUMENTATION AND OTHER INFORMATION THE MUNICIPALITY REQUIRES TO BE SUBMITTED WITH A PLAT APPLICATION, PURSUANT TO STATE LAW; PROVIDING FOR THE PRINTING OF, AND DISPLAY FOR PUBLIC INSPECTION, AN AMENDED ZONING MAP; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation at a joint public

hearing of the Planning and Zoning Commission and the City of Council of the City of Lubbock held on July 25, 2024 at 6:00 p.m., and after due consideration, and upon receiving the final report of the Planning and Zoning Commission regarding said changes, the City Council found that it would be expedient and in the interest of the public health, safety and general welfare to make the following proposed ordinance amendments to the Unified Development Code (UDC), Ordinance No. 2023-O0054; and

WHEREAS, all conditions precedent required by law for a valid amendment to the City of Lubbock Code of Ordinances, including zoning ordinances, have been fully complied with, including giving notice through social media sites, the City of Lubbock's public access channel, access links on the City of Lubbock's website, media releases and media advisory fliers provided to the public media, hard copies of the proposed amendments available in the City of Lubbock Planning Department and notice of the joint public hearing as required by the Texas Local Government Code Sec. 211.007(d), and in accordance with the notice plan passed by the City Council of the City of Lubbock by at least a two-thirds vote on June 25, 2024 by Resolution No. 2024-R0301; and

WHEREAS, notice of the joint public hearing was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the joint public hearing before the City Council and the Planning and Zoning Commission on such proposed amendments and in accordance with the hearing notice schedule as adopted by Resolution No. 2024-R0301, and the joint public hearing according to said notice, was held in the City Council Chamber of Citizens Tower in Lubbock, Texas, at which time persons appeared and had the opportunity to participate in the joint public hearing; and after said hearing, it was by the City Council determined that it would be in the public interest that the City of Lubbock Code of Ordinances, including 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:

SECTION 1. THAT the Unified Development Code of the City of Lubbock (Ordinance No. 2023-O0054) is hereby amended with regard to Sections 39.02.018.c, related to Residential Limited Use Standards, Table 39.02.004.c-2, related to SF-2 Lot Density and Dimensions, Table 39.02.004.d-2, related to MDR Lot Density and Dimensions, Table 39.03.023-2, related to Base Public and Nonresidential Districts Sign Standards, Section 39.10.002, related to Definitions, Section 39.07.041, related to Final Plats, Section 39.07.040, related to Preliminary Plats, Section 39.02.013, related to the South Overton Overlay (SOO), Section 39.02.016 and Table 39.02.016-1, related to the Land Use Matrix, Tables 39.02.004.c-1, 39.02.004.d-1, 39.02.004.d-3, 39.02.004.c-1, 39.02.004.c-3, and 39.03.009-1, related to Duplexes and Townhouses, Sections 39.02.004.a.7, 39.02.004.b.7, 39.02.004.c.7, 39.02.004.d.7, 39.02.004.e.7, related to Signs in Residential Districts for Non-Residential Uses, Table 39.02.004.c-2, related to HDR Lot Density and Dimensions, Section 39.06.002, related to the Planning and Zoning Commission, Section 39.02.020.d.7.C, related to Nonresidential and Mixed-Use Accessory Uses and Structures, Section 39.02.020.c., related to Residential Accessory Uses, Section 39.07.044, related to Waiver of Improvements, Section 39.07.045, related to Delay of Improvements, Section

39.02.018.c, related to Civic and Institutional Uses Limited Use Standards, Table 39.03.002-1, related to Building and Site Design Applicability, Table 39.02.004.c-3, related to SF-2 Off-Street Parking and Loading Schedule, Section 39.03.023.b.8, related to Monuments Signs, Table 39.04.005-3, related to Minimum Driveway Throat Length, Section 39.04.021.b, related to Recording of Plat and Dedication of Improvements, Table 39.03.016-1, related to District Bufferyard Standards, Section 39.02.020.b, related to General Accessory Uses and Structures, Section 39.04.012, related to Public Water Systems, Section 39.04.013, related to Public Wastewater Systems, Section 39.02.023, related to Specific Allowances, Table 39.02.022-1, related to Measurements, Sections 39.02.004.a.4.A, 39.02.004.b.4.A, 39.02.004.c.4.A, 39.02.004.d.4.A, and 39.02.004.e.4.A, related to Lot Density and Dimensions, Table 39.02.006.b-2, related to Office (OF) Lot Intensity and Dimensions, Section 39.07.004.f, related to Plat Filing, and review and approve written lists of all documentation and other information the municipality requires to be submitted with a plat application pursuant to state law.

SECTION 2. THAT the UDC amendments to the sections mentioned above and set forth in "Exhibit A", attached hereto and incorporated herein, are hereby adopted by the City Council of the City of Lubbock.

SECTION 3. THAT this Ordinance shall be cumulative of all other ordinances dealing with the same subject, and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed, and the provisions of this Ordinance shall supersede any provisions in conflict herewith. All provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION 4. THAT a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 5. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

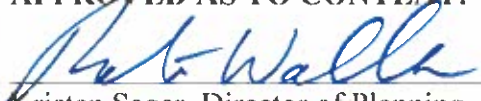
Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

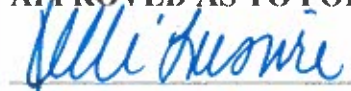
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning *FOR KS*

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Cedocs://Ordinance Amending UDC 2024
7.30.24

Proposed UDC Amendments

1. Section 39.02.018.c (1)(A) - Residential Uses in the SF-2, MDR, and HDR Districts.

- a. **Current Language:** *Housing Types.* Only a single permitted housing type (Single-Family Cottage, Single-Family Detached Dwelling (including industrialized housing), Single-Family Garden Home, Duplex, Multiplex, Apartment, and Townhouse) may occupy a given block face. Newly constructed Duplexes, Multiplexes, Apartments, and Townhouses shall not be permitted across the street from existing or proposed Single-Family Cottages, Single-Family Detached Dwellings, or Single-Family Garden Homes.
- b. **Proposed Revision:** *Housing Types.* If a block face contains only one or more single-family housing types, ~~Only a single permitted housing type~~ (Single-Family Cottage, Single-Family Detached Dwelling (including industrialized housing), Single-Family Garden Home, ~~and townhouses~~), ~~Duplex, Multiplex, Apartment, and Townhouse~~ then the block face shall only contain single-family housing. ~~may occupy a given block face. Newly constructed~~ Duplexes, Multiplexes, ~~and Apartments, and Townhouses~~ shall ~~not~~ be permitted across the street from existing single-family housing, only when either the proposed duplexes, multiplexes and apartments, or the existing single-family houses do not face that street ~~or proposed Single-Family Cottages, Single-Family Detached Dwellings, or Single-Family Garden Homes.~~

2. Table 39.02.004.c-2 – SF-2 Lot Density and Dimensions – Single-Family Cottage

- a. **Current Language:** Minimum lot area is 4,000 square feet.
- b. **Proposed Revision:** Change to 3,500 square feet.

Standards	Conventional						Single-Family Detached Dwelling
	Single-Family Detached Dwelling	Single-Family Garden Home	Single-Family Cottage	Duplex	Townhouse	Multiplex	
Minimum Lot Area per Dwelling Unit (square feet)	5,000	3,500	4,000	2,500	2,000	1,500	3,000

3. Table 39.02.004.d-2 – MDR Lot Density and Dimensions - Duplex

- a. **Current Language:** Minimum side setback is 10 feet.
- b. **Proposed Revision:** Change to 5 feet.

Standards	Single-Family Detached		Duplex	
	Garden Home	Cottage	Side by Side	Stacked
Minimum Lot Area (square feet)	2,200	2,200	2,000	1,800
Minimum Lot Width (feet)	35	35	40	40
Maximum Building Height (feet)	35	35	35	45
Minimum Front Setback (feet)	15	15	15	15
Minimum Front Setback (feet) (cul-de-sac)	5	5	5	5
Minimum Side Setback (feet) (Zero Setback Side / Non-Zero Setback Side)	0 / 10	5	10	10

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

- a. **Current Language:** Limited to a maximum of 1 sign per canopy.
- b. **Proposed Revision:** Change to No max.

Zoning District	Sign Type	Sign Permit Required	Number of Signs (max)	Sign Area (max)	Sign Width (max)	Sign Height (max)	Sign Setback or Placement (min)
	Canopy	Yes	1 per canopy	--	75% of canopy width	3 feet above roofline	--

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

- a. **Current Language:** EMD Signs are prohibited.
- b. **Proposed Revision:** Change to Yes.

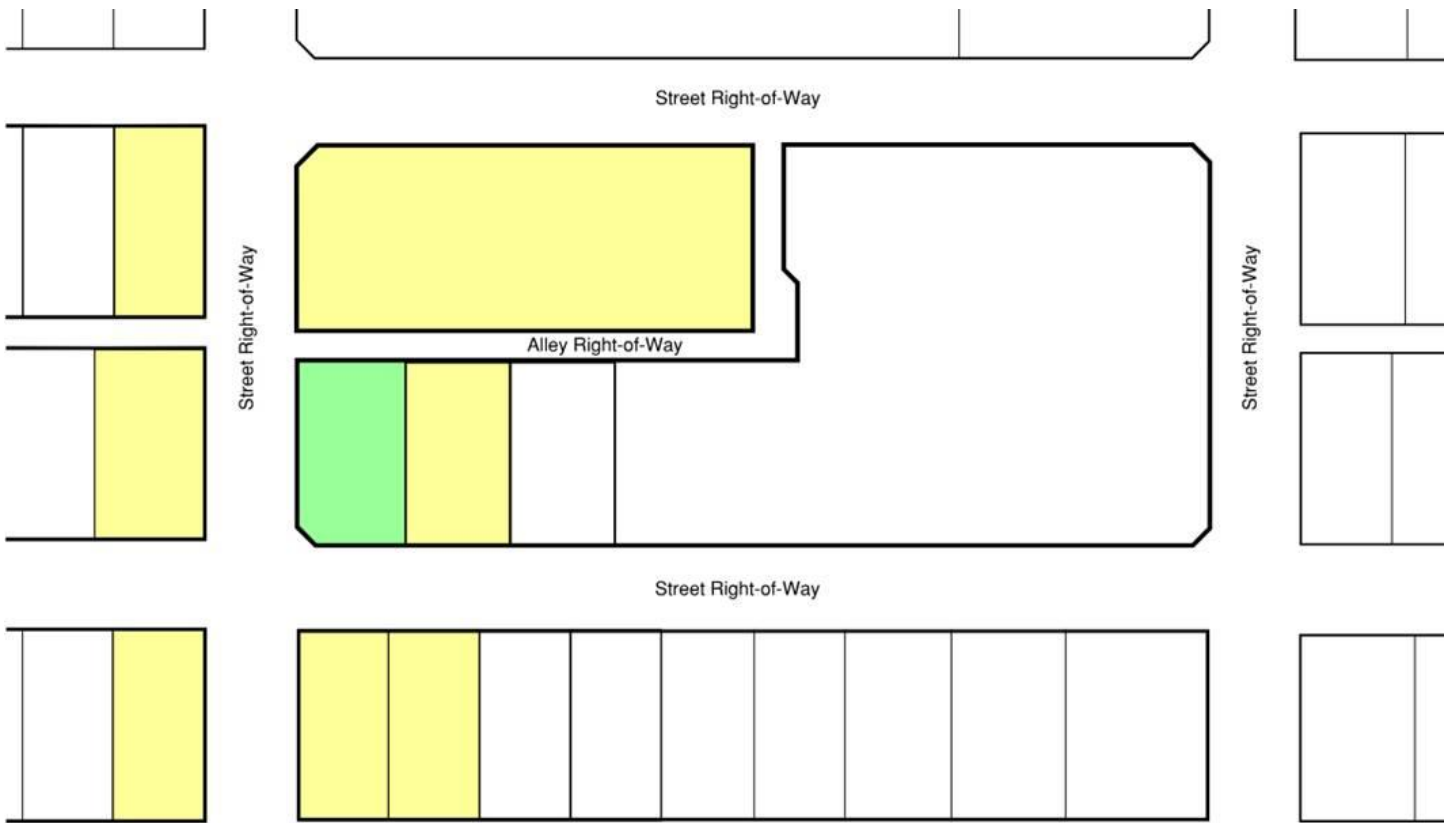
Zoning District	Sign Type	Sign Permit Required	Number of Signs (max)	Sign Area (max)	Sign Width (max)	Sign Height (max)	Sign Setback or Placement (min)	On-Site Spacing (min)	Sign Projection (max)	EMD Allowed
	Canopy	Yes	1 per canopy	--	75% of canopy width	3 feet above roofline	--	--	18 inches	No

6. Section 39.10.002 Definitions – Retail Sales

- a. **Current Language:** **Retail Sales** means the sale of goods, merchandise, services, and/or commodities to the general public. This definition includes:smoke shop;
- b. **Proposed Revision:** **Retail Sales** means the sale of goods, merchandise, services, and/or commodities to the general public. This definition includes:~~smoke shop~~;

7. Section 39.07.041 – Final Plat – Document Requirements

- a. **Current Language:** 11. Reference by name to recorded plats of adjacent and abutting properties;
- a. **Proposed Revision:** 11. ~~Reference by name to recorded plats of adjacent and abutting properties;~~ The following property information shall be shown on all property abutting the plat boundary and all properties located directly north, south, east, west, and diagonally opposite from the plat boundary, even if separated by a street or alley :
 - A. Subdivision name, Lot #, Block #, and recording information (if the property is platted);
 - B. Name of ownership with deed and recording information (if the property is not platted); and
 - C. Any recorded easements known to the surveyor at the time of submittal with recording information;



8. Section 39.07.040 – Preliminary Plat – Document Requirements

- a. **Current Language:** 12. The following adjoining and abutting property information shall be shown on all property adjoining and abutting the plat boundary:
- b. **Proposed Revision:** 12. The following ~~adjoining and abutting~~ property information shall be shown on all property ~~adjoining and~~ abutting the plat boundary and all properties located directly north, south, east, west, and diagonally opposite from the plat boundary, even if separated by a street or alley:



9. Section 39.07.040 – Preliminary Plat – Document Requirements

- a. **Current Language:** 21. All spelling on the plat shall be correct; and
- b. **Proposed Revision:** 21. All **information and** spelling on the plat shall be correct, **current, and accurate at the time of submission**; and

10. Section 39.07.041 – Final Plat – Document Requirements

- c. **Current Language:** None
- d. **Proposed Revision:** 27. All **information and spelling on the plat shall be correct, current, and accurate at the time the Registered Professional Land Surveyor has sealed, signed, and dated the document to be recorded.**

11. Section 39.10.002 Definitions

- a. **Current Language:** **Townhouse** means a house joined with other houses in a row, joined to its neighbors by party walls and covered by the same roof, while occupying separate lots. No townhouse structure shall have less than two dwelling units or an overall length exceeding 250 feet.
- b. **Proposed Revision:** **Townhouse** means a house joined with other houses in a row, joined to its neighbors by party walls and covered by the same roof, while occupying separate lots. No townhouse structure shall have less than ~~two~~ **three** dwelling units or an overall length exceeding ~~250~~ **300** feet.

12. Section 39.02.016 – Land Use Matrix, Table 39.02.004.c-1, Table 39.02.004.d-1, Table 39.02.004.d-3, Table 39.02.004.e-1, Table 39.02.004.e-3, Table 39.03.009-1 – Duplex and Townhouses

- a. **Current Language:** Number of dwelling units is defined
- b. **Proposed Revision:** Remove both references to dwelling units and let the definitions control

Single-Family	Duplex (2 du)	--	--	L	L	L	P	P	P	--	--	--	--	--	--	39.02.018.c
	Townhouse (2 to 10 du)	--	--	L	L	L	P	P	P	--	--	--	--	--	--	39.02.018.c

13. Section 39.07.040(c)(6) – Preliminary Plat – Applicant Responsibilities (and amend the checklist)

- a. **Current Language:** Water and sewer schematic layouts sufficient to demonstrate how the proposed lots will be served by public water and sewer.
- b. **Proposed Revision:** Water and sewer schematic layouts sufficient to demonstrate how the proposed lots will be served by public water and sewer, **or an approved groundwater study as required by TLGC Section 212.0101.**

14. Section 39.07.040(c) – Preliminary Plat – Applicant Responsibilities (and amend the checklist)

- a. **Current Language:** None.
- b. **Proposed Revision:** **7. Request for waiver, delay, or parallel construction of improvements, if applicable.**

15. Section 39.07.041(e)(5) – Final Plat – Applicant Responsibilities (and amend the checklist)

- a. **Current Language:** 5. Any supplementary materials required for approval;
6. Dedication(s) by separate instrument (as indicated on the face of the final plat to be recorded), if applicable.
7. Easement or right-of-way closure ordinance, if applicable; and
8. Street island ordinance, if applicable.
- b. **Proposed Revision:** 5. ~~Any supplementary materials required for approval~~ Approved Groundwater Study (if applicable), as required by TLGC Section 212.0101
6. ~~Dedication(s) by separate instrument (as indicated on the face of the final plat to be recorded), if applicable.~~ Request for waiver, delay, or parallel construction of improvements, if applicable.
7. ~~Easement or right-of-way closure ordinance, if applicable; and~~
8. ~~Street island ordinance, if applicable.~~

16. Section 39.07.041(j) – Final Plat – Recording

- a. **Current Language:** Within 10 days of receipt and approval of the above documents, the Director of Planning shall record the approved Final Plat with the Lubbock County Clerk. After the plat has been recorded, the Director of Planning shall issue to the subdivider the necessary copies of the approved and signed Final Plat along with the Lubbock County filing number. Impact fees are determined in accordance with Section 41.03.003 of the Lubbock Code of Ordinances.
- b. **Proposed Revision:** Before a Final Plat can be recorded, the following documents must be submitted:
- A. Dedication Deed
 - B. Ownership Certificate
 - C. Tax Certificate
 - D. Easement or right-of-way closure ordinance, if not yet recorded,
 - E. Street island ordinance, if applicable.
 - F. Dedication(s) by separate instrument (as indicated on the face of the final plat to be recorded), if applicable.

Within 10 days of receipt and approval of the above documents, the Director of Planning shall record the approved Final Plat with the Lubbock County Clerk. After the plat has been recorded, the Director of Planning shall issue to the subdivider the necessary copies of the approved and signed Final Plat along with the Lubbock County filing number. Impact fees are determined in accordance with Section 41.03.003 of the Lubbock Code of Ordinances.

17. Section 39.07.041(k)(3) - Final Plat – Preliminary Plat Renewal – Renewal and Expiration

- a. **Current Language:** *Renewal and Expiration.* If a Final Plat of the remaining area has not been submitted within the two-year time period, the portion of the Preliminary Plat for which no Final Plat has been submitted shall be deemed null and void. However, if at least one phase of the Preliminary Plat has received Final Plat approval, its public improvements have been completed, and it has been

recorded with the Lubbock County Clerk, an extension to the two-year time limit shall be automatically granted for all phases.

- b. **Proposed Revision: *Renewal and Expiration*.** If a Final Plat of the remaining area has not been submitted within the two-year time period, the portion of the Preliminary Plat for which no Final Plat has been submitted shall be deemed null and void. However, if at least one phase of the Preliminary Plat has received Final Plat approval, ~~its public improvements have been completed,~~ and it has been recorded with the Lubbock County Clerk, an extension to the two-year time limit shall be automatically granted for all **remaining** phases.

18. Section 39.07.040(b) – Preliminary Plat - Purpose

- a. **Current Language:** The purpose of a Preliminary Plat is to provide sufficient information to evaluate and review the general design of a proposed subdivision to ensure compliance with the Master Development Plan, if applicable, and the requirements of this UDC prior to submittal of a Final Plat. If a Final Plat that includes all of an applicant's contiguous ownership is submitted to the City for approval, the Director of Planning shall have the option to not require a Preliminary Plat for the property.
- b. **Proposed Revision:** The purpose of a Preliminary Plat is to provide sufficient information to evaluate and review the general design of a proposed subdivision to ensure compliance with the Master Development Plan, if applicable, and the requirements of this UDC prior to submittal of a Final Plat. If a Final Plat **contains four or fewer lots and tracts, or that** includes all of an applicant's contiguous ownership ~~is submitted to the City for approval, the Director of Planning shall have the option to not require~~ a Preliminary Plat for the property **shall not be required**.

19. Section 39.02.004(a)(7), (b)(7), (c)(7), (d)(7), (e)(7) – Signs in Residential Districts for Non-Residential Uses

- a. **Current Language: Signs.** Table 39.02.004.a-5, *RE Permitted Sign Types*, denotes sign types permitted in the RE district. For more details and specific standards, refer to [Division 3.5, Signs](#). Signs not listed in this table are prohibited in this zoning district. In case of a conflict between Table 39.02.004.a-5 and the provisions of [Division 3.5, Signs](#), the latter shall control.

- b. **Proposed Revision: Signs.**

A. Table 39.02.004.a-5, *RE Permitted Sign Types*, denotes sign types permitted in the RE district. For more details and specific standards, refer to [Division 3.5, Signs](#). Signs not listed in this table are prohibited in this zoning district. In case of a conflict between Table 39.02.004.a-5 and the provisions of [Division 3.5, Signs](#), the latter shall control.

A. Table 39.02.004.b-5, *SF-1 Permitted Sign Types*, denotes sign types permitted in the SF-1 district. For more details and specific standards, refer to [Division 3.5, Signs](#). Signs not listed in this table are prohibited in this zoning district. In case of a conflict between Table 39.02.004.b-5 and the provisions of [Division 3.5, Signs](#), the latter shall control.

A. Table 39.02.004.c-5, *SF-2 Permitted Sign Types*, denotes sign types permitted in the SF-2 district. For more details and specific standards, refer to [Division 3.5, Signs](#). Signs not listed in this table are prohibited in this

zoning district. In case of a conflict between Table 39.02.004.c-5 and the provisions of [Division 3.5, Signs](#), the latter shall control.

A. Table 39.02.004.d-5, *MDR Permitted Sign Types*, denotes sign types permitted in the MDR district. For more details and specific standards, refer to [Division 3.5, Signs](#). Signs not listed in this table are prohibited in this zoning district. In case of a conflict between Table 39.02.004.d-5 and the provisions of [Division 3.5, Signs](#), the latter shall control.

A. Table 39.02.004.e-5, *HDR Permitted Sign Types*, denotes sign types permitted in the HDR district. For more details and specific standards, refer to [Division 3.5, Signs](#). Signs not listed in this table are prohibited in this zoning district. In case of a conflict between Table 39.02.004.e-5 and the provisions of [Division 3.5, Signs](#), the latter shall control.

B. *Nonresidential*. For nonresidential developments, refer to Subsection [39.02.006.a, Neighborhood Commercial \(NC\)](#).

20. Table 39.02.004.e-2 HDR Lot Density and Dimensions – Single-Family, Duplex, and Townhouse

a. **Current Language:** Requires a 20' rear setback for adjacent to non-residential

b. **Proposed Revision:** Change to [15 feet](#).

Standards	Conventional		Village		Mixed-Use Only		
	Single-Family Detached, Cottage, or Garden Home	Duplex	Apartment or Multiplex	Townhouse	Single-Family Detached, Cottage, or Garden Home	Live-Work	Vertical Mixed-Use
Minimum Rear Setback (feet) (Adjacent to Residential Use / Adjacent to Nonresidential Use)	0 / 20	0 / 20	20 / 10	0 / 20	0 / 20	20 / 10	50 / 20

21. Table 39.02.016-1 – Outdoor Storage – Industrial Park District (IP)

a. **Current Language:** Prohibited in the IP District.

b. **Proposed Revision:** Change to [Permitted "P"](#).

Table 39.02.016-1 Permitted Uses by District																	
P = Permitted L = Limited S = Specific "--" Prohibited																	
Use Category	Land Use	Base Residential					Base Mixed-Use				Base Public and Nonresidential Districts						
		RE	SF-1	SF-2	MDR	HDR	MU-1	MU-2	MU-3	MU-5	NC	OF	AC	HC	IP	LI	GI
Nonresidential Accessory Uses	Drive-In or Drive-Through Facility	--	--	--	--	L	--	--	--	--	L	L	L	P	P	--	--
	Helipad (Hospital/Public Safety)	--	--	--	--	--	S	S	S	S	--	S	S	S	S	S	S
	Outdoor Display of Merchandise	--	--	--	--	--	L	L	L	L	L	--	L	L	--	L	--
	Outdoor Storage	--	--	--	--	--	L	L	L	L	L	--	L	L	--	P	P

22. Section 39.10.002 Definitions – Utilities and Power Generation, Transmission, and Distribution

a. Current Language:

Utilities means the conduits, pipes, wires, etc. and associated appurtenances used to provide various services to both residential and commercial uses. Water, wastewater, and stormwater service are primary utilities provided by the municipality and natural gas, electricity, and communication are primary utilities provided by public or private utilities.

Power Generation, Transmission, and Distribution means a large-scale creation of power which includes large solar collectors and windmills for nonresidential uses and more forms of utility power generation. This definition includes central power and lighting plant and public utility installations.

b. Proposed Revision:

Utilities means the conduits, pipes, wires, etc. and associated appurtenances used to provide various services to both residential and commercial uses. Water, wastewater, and stormwater service are primary utilities provided by the municipality and natural gas, electricity, and communication are primary utilities provided by public or private utilities. **This definition includes public utility installations.**

Power Generation, Transmission, and Distribution means a large-scale creation of power which includes large solar collectors and windmills for nonresidential uses and more forms of utility power generation. This definition includes central power and lighting plants. ~~and public utility installations.~~

23. Section 39.06.002 – Planning and Zoning Commission

a. Current Language: None.

b. Proposed Revision:

c. Recommendations. In addition to what is permitted by state law, if the planning and zoning commission recommends against a proposed amendment, supplement, change or modification, the proposed amendment, supplement, change or modification must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the City Council.

24. Section 39.02.020.d(7)(C) – Nonresidential and Mixed-Use Accessory Uses and Structures - Outdoor Storage

a. Current Language: *Location*. An outdoor storage facility shall be located to the rear or side of the primary structure and as great of a distance as feasible from the public right-of-way and adjacent residentially zoned or used property.

b. Proposed Revision: *Location*. An outdoor storage facility shall be located to the rear or side of the primary structure and ~~as great of a distance as feasible shall be screened on all sides the public right-of-way and adjacent residentially zoned or used property~~ by a minimum 6 foot solid wood or masonry screening fence.

25. Table 39.03.023-2 – Sign Regulations in the Base Public and Nonresidential and Base Mixed-Use Districts

- a. **Current Language:** Requires a 20' clearance for Blade Signs.
- b. **Proposed Revision:** Change from 20' to **10 feet**.

Zoning District	Sign Type	Sign Permit Required	Number of Signs (max)	Sign Area (max)	Sign Width (max)	Sign Height (max)	Sign Setback or Placement (min)	On-Site Spacing (min)	Sign Projection (max)	EMD Allowed
	Projecting (Blade)	Yes	1 per building facade	24 sq. ft.	3 ft.	10 ft.	20 ft. clearance	--	48 inches	No

26. Section 39.02.020.c(6)(A)(ii) Residential Accessory Uses and Structures - Outdoor Swimming Pool, Spa, and Hot Tub.

- a. **Current Language:** For garden home housing types, where the structure is set with a zero-foot setback on one side property line, an outdoor pool shall have the same setback as the non-zero side setback of the residence.
- b. **Proposed Revision:** ~~For garden home housing types, where the structure is set with a zero-foot setback on one side property line, an outdoor pool shall have the same setback as the non-zero side setback of the residence.~~

27. Section 39.07.044(b) Waiver of Improvements

- a. **Current Language: Purpose.** Waiver of water, wastewater, or paving may be requested, subject to the requirements of this Section. The purpose of a Waiver of Improvements is to allow for an exemption to complying with the requirements of Sections 39.04.005, *Street Network and Design*, 39.04.012, *Public Water Systems*, and 39.04.013, *Public Wastewater Systems*, specifically as such Sections relate to extending new or improving existing water or wastewater lines or streets. A Waiver of Improvements request may only be considered concurrently with a Preliminary Plat or Final Plat, or Replat. The subdivider shall include as part of the Plat application the reason(s) they should be eligible for a Waiver of Improvements in accordance with this Section. Failure to submit such information shall render the Plat application incomplete.
- b. **Proposed Revision: Purpose.** Waiver of water, wastewater, or paving may be requested, subject to the requirements of this Section. The purpose of a Waiver of Improvements is to allow for an exemption to complying with the requirements of Sections 39.04.005, *Street Network and Design*, 39.04.012, *Public Water Systems*, and 39.04.013, *Public Wastewater Systems*, specifically as such Sections relate to extending new or improving existing water or wastewater lines or streets. A Waiver of Improvements request may only be considered concurrently with a Preliminary Plat. **In the event a Preliminary Plat is not required, a Waiver of Improvements request may be considered concurrently with a Final Plat,** or Replat. The subdivider shall include as part of the Plat application the reason(s) they should be eligible for a Waiver of Improvements in accordance with this Section. Failure to submit such information shall render the Plat application incomplete.

28. Section 39.07.045(b) Delay of Improvements

- c. **Current Language: Purpose.** Delay of water, wastewater, or paving may be requested, subject to the requirements of this Section. The purpose of a Delay of Improvements is to allow the subdivider to postpone the installation of infrastructure required in Sections [39.04.005](#), [Street Network and Design](#), [39.04.012](#), [Public Water Systems](#), and [39.04.013](#), [Public Wastewater Systems](#), specifically as such Sections relate to extending new or improving existing water or wastewater lines or streets. A Delay of Improvements request may only be considered concurrently with a [Preliminary Plat](#), or [Final Plat](#), or [Replat](#). The subdivider shall include as part of the Plat application the reason(s) they should be eligible for a Delay in accordance with this Section. Failure to submit such information shall render the Plat application incomplete.
- d. **Proposed Revision: Purpose.** Delay of water, wastewater, or paving may be requested, subject to the requirements of this Section. The purpose of a Delay of Improvements is to allow the subdivider to postpone the installation of infrastructure required in Sections [39.04.005](#), [Street Network and Design](#), [39.04.012](#), [Public Water Systems](#), and [39.04.013](#), [Public Wastewater Systems](#), specifically as such Sections relate to extending new or improving existing water or wastewater lines or streets. A Delay of Improvements request may only be considered concurrently with a [Preliminary Plat](#). [In the event a Preliminary Plat is not required, a Waiver of Improvements request may be considered concurrently with](#) a ~~or~~ [Final Plat](#), or [Replat](#). The subdivider shall include as part of the Plat application the reason(s) they should be eligible for a Delay in accordance with this Section. Failure to submit such information shall render the Plat application incomplete.

29. Section 39.02.018.e(9) Limited Use Standards - Civic and Institutional Uses

- a. **Current Language: Medical Office / Clinic.** The gross floor area shall not exceed 3,500 square feet.
- b. **Proposed Revision: Medical Office / Clinic.** The gross floor area shall not exceed ~~3,500~~ [15,000](#) square feet.

30. Section 39.07.040(c) Document Requirements(13) – Preliminary Plat – Applicant Responsibilities (and Checklist)

- a. **Current Language:** The location, name, and width of all streets, alleys, public and private [easements](#), and [rights-of-way](#) existing or proposed within the subdivision limits, along with the proposed names of streets;
- b. **Proposed Revision:** The location, name, and width of all streets, alleys, public and private [easements](#), and [rights-of-way](#) existing or proposed, ~~within the subdivision limits shown on the face of the plat, both inside and outside the plat boundary~~, along with the proposed names of streets, [as approved by City of Lubbock staff](#);

31. Table 39.03.002-1 Building and Site Design Applicability

- a. **Current Language:** Requires Landscaping and bufferyard requirements to be met when the increase in GFA is less than 50% and/or when a change in use requires additional parking.

b. **Proposed Revision:** Remove this requirement.

Type of Development	Div. 3.2, Building Types and Design	Div. 3.3, Parking, Loading, Stacking, and Access	Div. 3.4, Trees, Landscaping, and Buffering ♦ = Division Applies	Div. 3.5, Signs	Div. 3.6, Outdoor Lighting
New residential, nonresidential, or mixed-use development or change in use from residential to nonresidential or mixed-use	♦	♦	♦	♦	♦
Increase in apartment units, manufactured home stands, GFA, or impervious surface by 50 percent or more cumulatively over a 5-year period	♦	♦	♦	♦	♦
Increase in apartment units, manufactured home stands, GFA, or impervious surface by 25 to 49 percent cumulatively over a 5-year period	♦	♦	♦		♦
Change in use requiring additional parking, loading, or stacking spaces		♦	♦		♦
Increase in apartment units, manufactured home stands, GFA, or impervious surface by less than 25 percent cumulatively over a 5-year period		♦	♦		♦

32. Table 39.02.004.c-3 - SF-2 Off-Street Parking and Loading Schedule

a. **Proposed Revision:** add the parking requirement for Multiplex

Use Category	Number of Required Parking Spaces	Required Bicycle Spaces in MU, NIO, and CIO	Required Loading
Home Subdivision			
Multiplex (3 - 4 du)	1.25 per DU with 1 bedroom 1.75 per DU with 2 bedrooms 2.25 per DU with 3+ bedrooms	2	--

33. Section 39.03.023.b.8 – Monuments Signs

- a. **Current Language:** *Separation.* Monument or pole signs are permitted on one street frontage when 400 feet of frontage is provided. The total area of both signs shall not exceed the maximum sign area listed in the table below and the minimum separation between signs is 200 feet.
- b. **Proposed Revision:** *Separation.* Two monument or pole signs are permitted on one street frontage when 400 feet of frontage is provided. The total area of both signs shall not exceed the maximum sign area listed in the table below and the minimum separation between signs is 200 feet.

34. Table 39.04.005-3 – Minimum Driveway Throat Length

- a. **Proposed Revision:** Add this table to an additional location in the UDC under Division 3.3 Parking, Loading, Stacking, and Access

Total Number of Parking Spaces	Minimum Throat Length (ft.)
20-49	25 ft.
50-199	50 ft.
200+	75 ft.

35. Section 39.07.040.c – Preliminary Plat – Document Requirements

- a. **Current Language:** The following notice shall be printed on the face of each Preliminary Plat submitted:
"Preliminary Plat - for inspection purposes only and in no way official or approved for recording purposes";
- b. **Proposed Revision:** ~~The following notice shall be printed on the face of each Preliminary Plat submitted:~~
~~"Preliminary Plat – for inspection purposes only and in no way official or approved for recording purposes";~~ A statement shall be placed on the plat clearly indicating it is for review purposes only and not for recording;

36. Section 39.07.040 – Preliminary Plat and 39.07.041 – Final Plat – Document Requirements

- a. **Current Language:** There is no section number for Document Requirements
- b. **Proposed Revision:** d. Document Requirements (and correct the labeling of the latter sections)
- c. **Proposed Revision:** f. Document Requirements (and correct the labeling of the latter sections)

37. Section 39.07.041.e – Final Plat – Document Requirements

- a. **Current Language:** 3. "Blanket solid waste collection easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted";
- b. **Proposed Revision:** ~~3. "Blanket solid waste collection easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted";~~

38. Section 39.07.041.e – Final Plat – Document Requirements

- a. **Current Language:** 4. "Blanket [insert 'underground' if applicable] utility easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted to [insert name of public, private or franchise utility or certificated service provider of telecommunications]"; and
- b. **Proposed Revision:** 4. "Blanket [insert 'underground' if applicable] utility easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted to [insert name of public, private or franchise utility or certificated service provider of telecommunications]. Blanket easements are herein granted exclusively to each individual tract for service to and within that tract"; and

39. Section 39.07.041.e – Final Plat – Document Requirements

- a. **Current Language:** 5. "Public pedestrian access easement is herein granted for persons traversing along the public parkway and needing to enter onto private property for the purpose of crossing a driveway. The easement is limited to those portions of the as-constructed driveways and walks which may extend outside public right-of-way onto private property and are constructed for the continuance of the

accessible routes across the back of the driveway. This easement applies to existing and any future drive entrances as constructed.”

- b. **Proposed Revision:** 5. “Public pedestrian access easement is herein granted [within specific lot or tract designation, if applicable] for persons traversing along the public parkway and needing to enter onto private property for the purpose of crossing a driveway. The easement is limited to those portions of the as-constructed driveways and walks which may extend outside public right-of-way onto private property and are constructed for the continuance of the accessible routes across the back of the driveway. This easement applies to existing and any future drive entrances as constructed.”

40. Section 39.07.041.e – Final Plat – Document Requirements

- a. **Current Language:** 14. Lots shall be numbered consecutively from one (1) to the total number of lots in the subdivision. Tracts shall be lettered in alphabetical order. Such designation will be continuous in the order that Final Plats of portions of an approved Preliminary Plat are recorded with the County Clerk;
- b. **Proposed Revision:** 14. Lots shall be numbered consecutively from one (1) to the total number of lots in the subdivision. Tracts shall be lettered in alphabetical order. Such designation will be continuous in the order that Final Plats of portions of an approved Preliminary Plat are recorded with the County Clerk; however, if a different naming convention has been established for prior adjacent plats within that subdivision, then a naming convention consistent with the prior plats may be used.

41. Section 39.07.041.e – Final Plat – Document Requirements

- a. **Current Language:** 15. Replatted lots will be designated alphanumerically (e.g. Lot 1-A), and further subdivision will alternate numbers and letters (e.g. Lot 1-A-1, Lot 1-A-1-A). The same alternating method will be used for tracts (e.g. Tract A-1, Tract A-1-A, Tract A-1-A-1);
- b. **Proposed Revision:** 15. Replatted lots will be designated alphanumerically (e.g. Lot 1-A), and further subdivision will alternate numbers and letters (e.g. Lot 1-A-1, Lot 1-A-1-A). The same alternating method will be used for tracts (e.g. Tract A-1, Tract A-1-A, Tract A-1-A-1); However, if a different naming convention has been established for prior adjacent plats within that same subdivision, then a naming convention consistent with the prior plats may be used

42. Section 39.07.041.j – Final Plat – Document Requirements

- a. **Current Language:** Within 10 days of receipt and approval of the above documents, the Director of Planning shall record the approved Final Plat with the Lubbock County Clerk. After the plat has been recorded, the Director of Planning shall issue to the subdivider the necessary copies of the approved and signed Final Plat along with the Lubbock County filing number. Impact fees are determined in accordance with Section 41.03.003 of the Lubbock Code of Ordinances.
- b. **Proposed Revision:** Within 10 days of receipt and approval of the above documents, the Director of Planning shall record the approved Final Plat with the Lubbock County Clerk. Or in the case of plats located in the ETJ, the Director of Planning shall provide the plat and supporting documents to Lubbock County for Commissioners Court approval. After the plat has been recorded, the Director of Planning shall issue to the subdivider the necessary copies of the approved and signed Final Plat along with the

Lubbock County filing number. Impact fees are determined in accordance with Section 41.03.003 of the Lubbock Code of Ordinances.

43. Section 39.10.002 – Definitions – Cul-de-sac

- a. **Current Language:** None
- b. **Proposed Revision:** Cul-de-sac a bulbous street or passage closed at one end, the design of which shall adhere to the City of Lubbock Engineering Minimum Design Standards and Specifications.

44. Section 39.04.021.b - Recording of Plat and Dedication of Improvements

- a. **Current Language:**
 - a. **Dedication Deed or Dedicatory Certificate.** A dedication deed or dedicatory certificate executed by all persons, firms, or corporations owning an interest in the property subdivided and platted and acknowledged in the manner prescribed by the laws of the state for conveyances of real property shall be submitted for each Final Plat. Two true copies shall be furnished with the original. The dedication deed shall include the following information:
 - 1. *Spouses and Homesteads.* The spouses of any married party executing such dedication deed shall join with their spouses therein unless satisfactory proof is provided showing that the property to be subdivided is the sole and separate property of the spouse signing such deed and that such property does not constitute any portion of such party's homestead, in which case the instrument of dedication shall state the fact that the property subdivided and platted does not constitute a part of such party's homestead.
 - 2. *Subordination Agreement.* The lienholder shall execute a subordination agreement subordinating their liens or enter into the dedication or granting, if any, of all public streets, alleys, parks, public easements, and any other public areas shown on the plat of such subdivision are being designated for public uses and purposes.
 - 3. *Dedication Deed.* The dedication deed shall, in addition to the above requirements, contain the following:
 - A. An accurate description of the tract of land subdivided;
 - B. A statement and express representation that the parties joining in such dedication deed are the sole owners of such tract of land;
 - C. An express dedication, if any, to the public for public use forever of any streets, alleys, rights-of-way, stormwater drainage and impoundment easements, parks, public easements, or other public places shown on the plat; and
 - D. A positive reference and identification of the plat of such subdivision by the name of such subdivision, date of the plat, and name of surveyor preparing the plat.
 - 4. *Certificate of Ownership.* A certificate of ownership statement prepared by a qualified attorney or title insurance company licensed to do business in Texas shall be submitted with each Final Plat certifying that the title to the property has been examined and naming all owners, lienholders, and recorded encumbrances of said tract of land.
 - 5. *Tax Certificate.* A current tax certificate from the Lubbock Central Appraisal District is required with each Final Plat showing that all taxes have been paid on the tract to be subdivided and that no delinquent taxes exist against the property in accordance with Texas Property Code Section 12.002 (E).

6. *Final Drainage Plan*. If required, a final drainage plan and analysis that meets the requirements of the Drainage Criteria Manual and Master Drainage Plan and has been approved by the City Engineer.
7. *Other Documents*. Such other ordinances, protective covenants, certificates, affidavits, endorsements, dedications, and closures and abandonments as may be required for the enforcement of these regulations shall be provided as separate instruments to be recorded with the plat. Other plat-associated documents, such as subdivision deed restrictions, may be recorded with the plat if the subdivider chooses.

b. Proposed Revision:

- a. ~~Dedication Deed or Dedicatory Certificate. Required Documents. A dedication deed or dedicatory certificate executed by all persons, firms, or corporations owning an interest in the property subdivided and platted and acknowledged in the manner prescribed by the laws of the state for conveyances of real property shall be submitted for each Final Plat. Two true copies shall be furnished with the original. The dedication deed shall include the following information:~~
 1. *Dedication Deed or Dedicatory Certificate*. A dedication deed or dedicatory certificate executed by all persons, firms, or corporations owning an interest in the property subdivided and platted and acknowledged in the manner prescribed by the laws of the state for conveyances of real property shall be submitted for each Final Plat. Two true copies shall be furnished with the original. The dedication deed shall include the following information:
 - ~~1-~~ *A. Spouses and Homesteads*. The spouses of any married party executing such dedication deed shall join with their spouses therein unless satisfactory proof is provided showing that the property to be subdivided is the sole and separate property of the spouse signing such deed and that such property does not constitute any portion of such party's homestead, in which case the instrument of dedication shall state the fact that the property subdivided and platted does not constitute a part of such party's homestead.
 - ~~2-~~ *B. Subordination Agreement*. The lienholder shall execute a subordination agreement subordinating their liens or enter into the dedication or granting, if any, of all public streets, alleys, parks, public easements, and any other public areas shown on the plat of such subdivision are being designated for public uses and purposes.
 - ~~3-~~ *C*. An accurate description of the tract of land subdivided;
 - ~~4-~~ *D*. A statement and express representation that the parties joining in such dedication deed are the sole owners of such tract of land;
 - ~~5-~~ *E*. An express dedication, if any, to the public for public use forever of any streets, alleys, rights-of-way, stormwater drainage and impoundment easements, parks, public easements, or other public places shown ~~on the plat~~ within the proposed plat boundary; and
 - ~~6-~~ *F*. A positive reference and identification of the plat of such subdivision by the name of such subdivision, date of the plat, and name of surveyor preparing the plat.
 2. *Certificate of Ownership*. A certificate of ownership statement prepared by a qualified attorney or title insurance company licensed to do business in Texas shall be submitted with each Final Plat certifying that the title to the property has been examined and naming all owners, lienholders, and recorded encumbrances of said tract of land.
 3. *Tax Certificate*. A current tax certificate from the Lubbock Central Appraisal District is required with each Final Plat showing that all taxes have been paid on the tract to be subdivided and that no delinquent taxes exist against the property in accordance with Texas Property Code Section 12.002 (E).

4. *Final Drainage Plan*. If required, a final drainage plan and analysis that meets the requirements of the Drainage Criteria Manual and Master Drainage Plan and has been approved by the City Engineer.
5. *Other Documents*. Such other ordinances, protective covenants, certificates, affidavits, endorsements, dedications, **grants of use by separate instrument**, and closures and abandonments as may be required for the enforcement of these regulations shall be provided as separate instruments to be recorded with the plat. Other plat-associated documents, such as subdivision deed restrictions, may be recorded with the plat if the subdivider chooses.

45. Table 39.03.016-1 – District Bufferyard Standards

- a. **Proposed Revision:** Change MU-6 to **MU-5**

Table 39.03.016-1 District Bufferyard Standards								
Zoning of Parcel Proposed for Development	Zoning of Adjoining District							
	RE	SF-1, SF-2, MU-1	MDR, HDR	MU-2 through MU-6	NC, OF	AC, HC, IP	LI	GI
RE	--	--	--	--	--	--	--	--
SF-1, SF-2, MU-1	A	--	--	--	--	--	--	--
MDR, HDR	B	A	--	--	--	--	--	--
MU-2 through MU-6	B	B	--	--	--	--	--	--
NC, OF	B	B	B	B	--	--	--	--

46. Section 39.10.002 – Definitions

- a. **Current Language:**

M

MU-4 means the Depot Mixed-Use zoning district.

M

MU-6 means the Arts Mixed-Use zoning district.

- b. **Proposed Revision:** Remove definitions for MU-4 and MU-6

47. Table 39.03.023-2 Base Public and Nonresidential Districts Sign Standards - Murals

- a. **Current Language:** Murals are limited to 50% of façade area/10% of façade area per tenant and 75% of façade or tenant space width in MU Districts. They are also limited to 750 sq. ft. and 35' width in non-residential districts.
- b. **Proposed Revision:** Change Sign Area (max) and Sign Width (max) to **No max** and remove MU-4 and MU-6 from list.

Table 39.03.023-2

Base Public & Nonresidential Districts Sign Standards

EMD = Electronic Message Display | max = maximum allowed | min = minimum required | ft. = feet | sq. ft. = square feet | -- = not applicable

Zoning District	Sign Type	Sign Permit Required	Number of Signs (max)	Sign Area (max)	Sign Width (max)	Sign Height (max)	Sign Setback or Placement (min)	On-Site Spacing (min)	Sign Projection (max)	EMD Allowed
MU-1, MU-2, MU-3, MU-4, MU-5, and MU-6	Mural	Yes	No max	50% of facade 10% per tenant – see e., Mural, above	75% of facade or tenant space	--	--	--	--	No
NC, AC, OF, LI, GI, HC and IP	Mural	Yes	No max	750 sq. ft.	35 ft.	--	--	--	--	No
						Based on frontage: up to 99 ft. = 5 ft	Front: 10 ft.			

48. Section 39.02.020.b.6.C – Nonresidential and Mixed-Use Fences

- Current Language:** *Prohibited Fence Materials.* Residential fences not associated with the permitted keeping of livestock are prohibited from being composed of the following materials:
- Proposed Revision:** *Prohibited Fence Materials.* ~~Nonresidential~~ ~~Residential~~ fences not associated with the permitted keeping of livestock are prohibited from being composed of the following materials:

49. Section 39.02.020.b.6.A.ii & D – Nonresidential and Mixed-Use Fences

- Proposed Revision:** ~~ii. Fences and gates that exceed four feet in height shall not extend beyond the front facade of the building.~~
- Current Language:** *Location.* Except as permitted in Paragraph F., *Hotel Fencing*, below, fences and gates that exceed four feet in height shall not extend beyond the front facade of the building.
- Proposed Revision:** *Location.* Except ~~in the IP, LI, and GI districts, and~~ as permitted in Paragraph F., *Hotel Fencing*, below, fences and gates that exceed four feet in height shall not extend beyond the front facade of the building.

50. Section 39.04.012 - Public Water Systems

- Current Language:** 2. City Limits. All lots in any subdivision platted within the City limits after the effective date of this UDC shall be served by public water systems prior to the issuance of a Building Permit in accordance with the provisions of this Section.
- Proposed Revision:** 2. City Limits. All lots in any subdivision platted within the City limits after the effective date of this UDC shall be served by public water systems prior to the issuance of a Building Permit in accordance with the provisions of this Section. ~~Greenspaces maintained by a Public~~

Improvement District (PID) or Homeowner's Association (HOA) may be serviced by a water well and utility extensions are not required.

51. Section 39.04.013 Public Wastewater Systems

- a. **Current Language:** 2. City Limits. All lots in any subdivision platted within the City limits after the effective date of this UDC that are within 180 feet of an existing City wastewater main shall be served by public wastewater systems prior to the issuance of a Building Permit in accordance with the provisions of this Section. All lots outside the City limits in the ETJ shall be provided with an on-site sewage disposal system or cluster system approved by Lubbock County.
- b. **Proposed Revision:** 2. City Limits. All lots in any subdivision platted within the City limits after the effective date of this UDC that are within 180 feet of an existing City wastewater main shall be served by public wastewater systems prior to the issuance of a Building Permit in accordance with the provisions of this Section. Utility extensions are not required to greenspaces maintained by a Public Improvement District (PID) or Homeowner's Association (HOA). All lots outside the City limits in the ETJ shall be provided with an on-site sewage disposal system or cluster system approved by Lubbock County.

52. Section 39.02.023.b.3 - Specific Allowances – Height Requirements

- a. **Current Language:** 3. Setback Plane. As depicted in Figure 39.02.023-1, Setback Plane, where a multiplex, apartment, nonresidential, or mixed-use building (Letter "A" in Figure 39.02.023-1) adjoins a single-family or duplex property (Letter "B" in Figure 39.02.023-1), the building height may be increased beyond the maximum permitted if the setback nearest the adjoining residence is increased one foot for each one foot of height above the maximum permitted height (Letter "C" in Figure 39.02.023-1).
- b. **Proposed Revision:** 3. Setback Plane. As depicted in Figure 39.02.023-1, Setback Plane, ~~where a multiplex, apartment, nonresidential, or mixed-use building (Letter "A" in Figure 39.02.023-1) adjoins a single-family or duplex property (Letter "B" in Figure 39.02.023-1),~~ the building height may be increased beyond the maximum permitted if the setbacks ~~nearest the adjoining residence~~ from all property lines (with the exception of the front lot line), which abut residentially zoned property, ~~is-are~~ increased one foot for each one foot of height above the maximum permitted height (Letter "C" in Figure 39.02.023-1).

53. Section 39.10.002 Definitions

- a. **Current Language:** **Single-Family Cottage** means a type of Single-Family Detached Dwelling that is located on its own lot, has narrower than typical side setbacks, and is used by a single family.
- b. **Proposed Revision:** **Single-Family Cottage** means a type of Single-Family Detached Dwelling that is located on its own lot, ~~has narrower than typical side setbacks, and~~ is used by a single family, ~~and does not exceed 1,300 square feet.~~

54. Table 39.02.022-1 (and Section 39.10.002, Definition of Setback) – Language for setback measurements:

- a. **Current Language:** **Setback** means the horizontal distance of a required open area at grade between the outer wall of a building or structure and the adjoining property lines, or, in the case of an abutting private street, the back-of-curb, unoccupied and unobstructed by any portion of a structure from the ground upward. The front and side setback lines span the entire width of the property. The interior side and exterior side setback lines extend from the required front setback line to the required rear setback line.

- b. **Proposed Revision:** “The horizontal distance of a required private open area at grade between the outer wall (**or exterior finish**) of a building or structure and the adjoining property lines”

55. Section 39.10.002 – Definition of Front Lot Line

- a. **Current Language:** **Front Lot Line** means the line at the front of a home where the public right-of-way ends, and a homeowner's property begins.
- b. **Proposed Revision:** **Front Lot Line** means the line ~~at the front of a home~~ on a parcel where the public street right-of-way ends, and the ~~homeowner's~~ owner's property begins. On parcels intended for multi-family, mixed-use, or non-residential development, the front lot line shall be the abutting dedicated street right-of-way of greatest designation or lot line of most narrow length that abuts a street right-of-way. On parcels intended for all other residential development, the front lot line shall be the abutting dedicated street right-of-way of least designation or lot line of most narrow length that abuts a street right-of-way.

56. Section 39.10.002 – Definition of Rear Lot Line

- a. **Current Language:** **Rear Lot Line** means the line at the rear of a home where the owner's property ends.
- b. **Proposed Revision:** **Rear Lot Line** means the line ~~at the rear of a home~~ opposite the established or assumed Front Lot Line of the same property where the owner's property ends, **abutting a dedicated right-of-way or separate parcel.**

57. Section 39.07.041.e Document Requirements 19

- a. **Current Language:** Bearing, distances, and ties to the property boundary (including medians) shall be indicated;
- b. **Proposed Revision:** Bearings, distances, and ties to the **proposed plat boundary, serviced lots or tracts, or an adjacent property boundary** (~~including medians~~) shall be indicated for all easements to be dedicated or granted and proposed blocks or other contiguous groups of lots or tracts surrounded on all sides by rights-of-way. Proposed street islands and medians proposed by the plat shall be dimensioned such that each can be mathematically located directly from the information displayed on the plat;

58. Section 39.07.041.e Document Requirements 12

- a. **Current Language:** 12. Boundary lines of all lots, tracts, and parcels with accurate dimensions, bearings, radii, chord distances, and central angles of all curve segments, for all total curves. Such lines shall be shown in the same manner as required for Preliminary Plats in [Section 39.07.038.c.4](#), Contents;
- b. **Proposed Revision:** 12. Boundary lines of all lots, tracts, and parcels with accurate dimensions, bearings, radii, chord distances, and central angles of all curve segments, for all total curves. Such lines shall be shown in the same manner as required for Preliminary Plats in [Section ~~39.07.038.c.4~~ 39.07.040.c Document Requirements 8, Contents](#);

59. Section 39.07.040.c Document Requirements 17

- a. **Current Language:** Proposed arrangement of lots. Property for residential use shall be platted as lots and shall be numbered consecutively from one (1) to the total number of lots in the subdivision. Property platted for commercial use, public use, or private street use shall be platted as tracts and shall be lettered in alphabetical order;
- b. **Proposed Revision:** Proposed arrangement of lots. Property for residential use shall be platted as lots and shall be numbered consecutively from one (1) to the total number of lots in the subdivision. Property platted for commercial use, public use, or private street use shall be platted as tracts and shall be lettered in alphabetical order. If phased development results in lot or tract labels which differ from the approved Preliminary Plat and Drainage Analysis lot or tract labels, a revised or updated Finish Floor Table shall be submitted to Development Engineering staff;

60. Section 39.07.041.e Document Requirements 28

- a. **Current Language:** N/A
- b. **Proposed Revision:** 28. The following certificate of approval by the Lubbock County Commissioners Court shall be placed on every Final Plat residing within (either in whole or in part) the City of Lubbock Extra-Territorial Jurisdiction (ETJ):

Approved this _____ day of _____, 20__ ,
by the Commissioners Court of the County of Lubbock, Texas.
Approved _____ County Judge
Attest _____ County Clerk

61. Section 39.07.041.e Document Requirements – The following notices shall be stated on the face of the plat when they apply to that particular plat #2

- a. **Current Language:** “Any easements or rights-of-way shown as ‘to be dedicated by separate instrument’ are shown on the plat for information purposes only. This plat does not dedicate said easements”;
- b. **Proposed Revision:** “Any easements or rights-of-way shown as ‘to be dedicated by separate instrument’ or ‘to be granted by separate instrument’ are shown on the plat for information purposes only. This plat does not dedicate said easements”;

62. Section 39.10.002 – Definition of Educational Services –

- a. **Current Language:** **Educational Services** means any use devoted to learning, regardless of whether it is public, private, commercial or noncommercial or for children or adults. Playground equipment, athletic fields, athletic stadiums, cafeterias, gymnasiums, parking (including bus parking), and libraries are considered valid accessory uses of this land use. This definition also includes commercial school, including trade school; commercial schools, except mechanical or trade; nonprofit training center with retail sales as an incidental use; private schools having a curriculum equivalent to that of public schools, public schools; and schools, private or public, directly related to the medical profession.
- b. **Proposed Revision:** **Educational Services** means any use devoted to learning, regardless of whether it is public, private, commercial or noncommercial or for children or adults. Playground equipment, athletic fields, athletic stadiums, cafeterias, gymnasiums, parking (including bus parking), and libraries are considered valid accessory uses of this land use. This definition also includes commercial school, including trade or technical schools; ~~commercial schools~~, except mechanical ~~or trade~~; nonprofit training center with retail sales as an incidental use; private schools having a curriculum equivalent to that of public schools, public schools; and schools, private or public, directly related to the medical profession.

63. Section 39.02.023.d.3 – Contextual Rear Setbacks – (This would move current Sections d.3 (Appearance) and d.4 (Decision) to d.4 and d.5)

a. **Current Language:** N/A

b. **Proposed Revision:**

- A. Notwithstanding the minimum rear setback requirements of Section 39.02.004, *Base Residential Districts*, the applicant may apply a contextual rear setback to the primary structure, when existing rear setbacks differ from the rear setback required by the base zoning district. In such circumstances, a contextual rear setback may be at a point between the required rear setback and the rear setback that exists on the closest developed lots that are adjacent (to the left and right of the subject property) and oriented to the same alley right-of-way or rear facing lot or tract lines (where an alley right-of-way is not present) as the subject lot.
- B. For example, if a zoning district requires a rear setback of 20 feet for the primary structure, but the primary structures on either side of the infill lot have rear setbacks of 10 and 20 feet, then the infill house may have a rear setback between 10 and 20 feet.
- C. The contextual rear setback provisions shall not be used to reduce the required setback of a residential garage which is 20 feet from a typical right-of-way, access easement, or private drive that it fronts with an overhead door or similar oversized opening.

64. Section 39.02.004.a.4.A – Lot Density and Dimensions – Residential Estates

- a. **Current Language:** A. *Residential*. All residential developments in the RE district shall be in accordance with Table 39.02.004.a-2, *RE Lot Density and Dimensions*, based on subdivision type. Maximum building heights and minimum setbacks are for principal structures.
- b. **Proposed Revision:** A. *Residential*. All residential developments in the RE district shall be in accordance with Table 39.02.004.a-2, *RE Lot Density and Dimensions*, based on subdivision type. Maximum building heights and minimum setbacks are for principal structures. For accessory structures, building heights and minimum setbacks in the RE district shall be in accordance with Table 39.02.004.b-2, SF-1 Lot Density and Dimensions, based on subdivision type. Where a minimum required setback is less than 20 feet, a front-loaded garage facing a public right-of-way, shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.

65. Section 39.02.004.b.4.A – Lot Density and Dimensions – Very Low Density Single-Family

- a. **Current Language:** A. *Residential*. All residential developments in the SF-1 district shall be in accordance with Table 39.02.004.b-2, *SF-1 Lot Density and Dimensions*, based on subdivision type. Maximum building heights and minimum setbacks are for principal structures.
- b. **Proposed Revision:** A. *Residential*. All residential developments in the SF-1 district shall be in accordance with Table 39.02.004.b-2, *SF-1 Lot Density and Dimensions*, based on subdivision type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum required setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.

66. Section 39.02.004.c.4.A – Lot Density and Dimensions – Low Density Single-Family

- a. **Current Language:** A. *Residential*. All residential developments in the SF-2 district shall be in accordance with Table 39.02.004.c-2, *SF-2 Lot Density and Dimensions*, based on the subdivision and building type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum front setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.
- b. **Proposed Revision:** A. *Residential*. All residential developments in the SF-2 district shall be in accordance with Table 39.02.004.c-2, *SF-2 Lot Density and Dimensions*, based on the subdivision and building type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum ~~front~~ required setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.

67. Section 39.02.004.d.4.A – Lot Density and Dimensions – Medium Density Residential

- a. **Current Language:** A. *Residential*. All residential developments in the MDR district shall be in accordance with Table 39.02.004.d-2 *MDR Lot Density and Dimensions*, based on building type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum front setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.
- b. **Proposed Revision:** A. *Residential*. All residential developments in the MDR district shall be in accordance with Table 39.02.004.d-2 *MDR Lot Density and Dimensions*, based on building type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum ~~front~~ **required** setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.

68. Section 39.02.004.e.4.A – Lot Density and Dimensions – High Density Residential

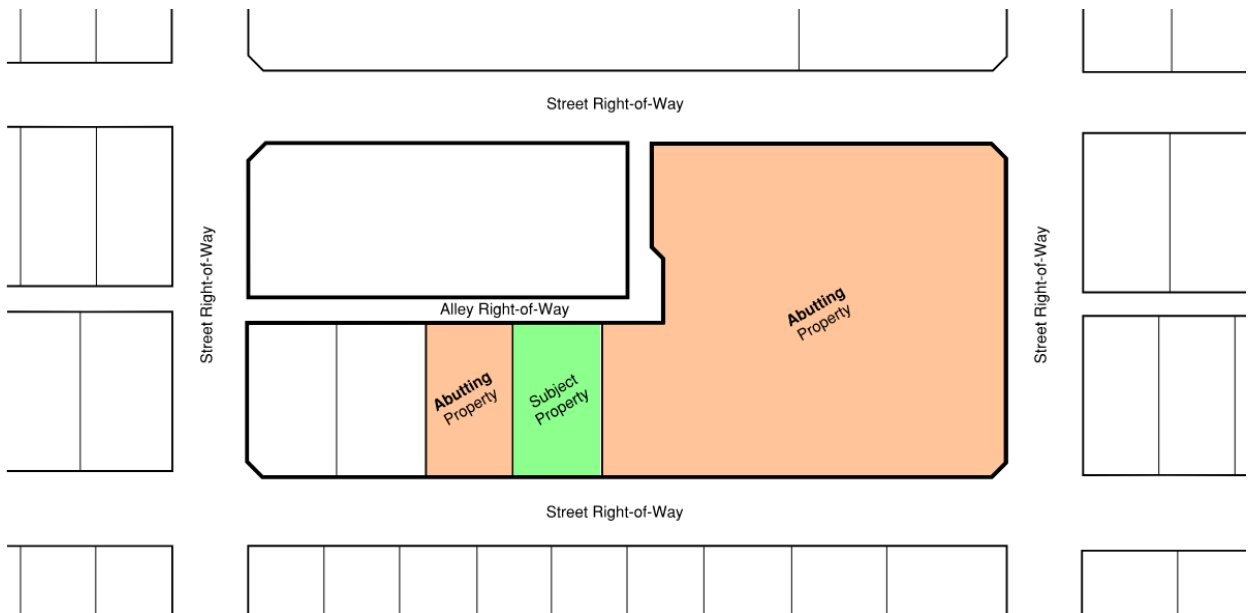
- a. **Current Language:** A. *Residential*. All residential and mixed-use developments in the HDR district shall be in accordance with Table 39.02.004.e-2, *HDR Lot Density and Dimensions*, based on subdivision and building type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum front setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.
- b. **Proposed Revision:** A. *Residential*. All residential and mixed-use developments in the HDR district shall be in accordance with Table 39.02.004.e-2, *HDR Lot Density and Dimensions*, based on subdivision and building type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum ~~front~~ **required** setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.

69. Section 39.02.020.c.2.B.iv – Residential Accessory Uses and Structures – Setbacks

- a. **Current Language:** iv. In the RE, SF-1, SF-2, MDR and HDR districts, an accessory structure may be built to within 18 inches of the rear lot line if the property has paved alley access. However, if access to a garage or one-story carport is facing an alley right-of-way or access easement, the minimum rear setback shall be 20 feet for garages, or five feet for one-story carports not having solid side walls. Setbacks shall be measured from the property line from an alley and/ or from the easement line if from an access easement.
- b. **Proposed Revision:** iv. In the RE, SF-1, SF-2, MDR and HDR districts, an accessory structure may be built to within 18 inches of the rear lot line if the property has paved alley access. However, if ~~access to~~ a garage or one-story carport **has its vehicular access is** facing **a street or an** alley right-of-way or access easement, the minimum ~~rear~~ setback shall be 20 feet for garages, or five feet for one-story carports not having solid side walls. Setbacks shall be measured from the **nearest right-of-way or easement boundary in a direction extending from the right-of-way or easement boundary in a line perpendicular to the face of the garage or carport** ~~property line from an alley and/ or from the easement line if from an access easement.~~

70. Section 39.10.002, Definition of Abutting) – Add graphic for definition of abutting:

- a. **Current Language:** **Abutting** means property where two adjoining lots have a common boundary, not including lots that are separated by a public right-of-way.
- b. **Proposed Revision:** **Abutting** means property where two adjoining lots have a common boundary, not including lots that are separated by a public right-of-way.



71. Table 39.02.006.b-2 Office (OF) Lot Intensity and Dimensions

- a. **Proposed Revision:** Amend the following:
 - a. Minimum lot width from ~~100 feet~~ to 60 feet
 - b. Minimum front setback from ~~40/25 feet~~ to 25/10 feet
 - c. Minimum street side setback from ~~30 feet~~ to 15 feet

72. Section 39.07.040.c Document Requirements – Preliminary Plat

- a. **Current Language:** 4. Location map, legibly illustrating the general position of the property relative to at least two intersecting City of Lubbock arterial streets or State highways and the location of the site with respect to the City (southeast, northwest, etc.);
- b. **Proposed Revision:** 4. Location map, legibly illustrating the general position of the property relative to an intersection containing at least one arterial street or state highway ~~at least two intersecting City of Lubbock arterial streets or State highways and the location of the site with respect to the City (southeast, northwest, etc.);~~

73. Section 39.07.041.e Document Requirements – Final Plat

- a. **Current Language:** None.
- b. **Proposed Revision:** 29. Location map, legibly illustrating the general position of the property relative to an intersection containing at least one arterial street or state highway

74. Section 39.07.004.f – Plat Filing

- a. **Current Language:** A Final Plat, Preliminary Plat, or Replat is considered "filed" when the Director of Planning deems it complete in accordance with Subsection c., *Meaning of Complete Submittal*, above, when

the Director of Planning completes the review process and finds that there are no more corrections to be made.

- b. **Proposed Revision:** A Final Plat, Preliminary Plat, or Replat is considered "filed" when the Director of Planning deems it complete in accordance with Subsection c., *Meaning of Complete Submittal*.~~, above, when the Director of Planning completes the review process and finds that there are no more corrections to be made.~~

75. Table 39.02.004.d-2 – MDR Lot Density and Dimensions

- a. **Proposed Revision:** Add "per dwelling unit" to the Duplex column.

Table 39.02.004.d-2 MDR Lot Density and Dimensions						
Standards	Single-Family Detached		Duplex		Townhouse	Apartment or Multiplex
	Garden Home	Cottage	Side by Side	Stacked		
Minimum Lot Area (square feet)	2,200	2,200	2,000	1,800	1,300	7,000

Information

Agenda Item

Resolution - Libraries: Consider a resolution authorizing the Mayor to execute a Lease Agreement with Luskey Brothers Investments, for the Godeke Branch Library located at 5034 Frankford Avenue.

Item Summary

The City of Lubbock originally entered into a lease agreement with Luskey Brothers Investments for Godeke Branch Library in February 2014, and that lease expired August 31, 2019. On August 27, 2019, the City Council approved a new lease agreement that began September 1, 2019, for a 5-year term, with an additional option 5-year term. The City Manager was recently directed to find a permanent solution for Godeke Branch Library.

The resolution for consideration is a 3-year term triple net commercial lease agreement with a 5% escalator. The new lease agreement cost is:

Dates	Rate Per Square Foot	Base Monthly Rent
09/01/2024 - 08/31/2025	\$14.00	\$14,735.00
09/01/2025 - 08/31/2026	\$14.70	\$15,471.75
09/01/2026 - 08/31/2027	\$15.44	\$16,245.34

Staff recommends approval of the new 3-year lease agreement with the intent of vacating at the end of the 3-year option. Staff will immediately begin working to gather citizen input, look into the feasibility of a hybrid community center/library facility, and develop cost estimates for a City-owned permanent location.

If the City Council elects not to approve the new 3-year lease agreement, Godeke Branch Library will temporarily close to the public on August 31, 2024. The existing lease will become a month-to-month option until the building is vacated by December 31, 2024.

If the City Council votes not to approve the lease, staff recommends the remaining FY 2024-25 budgeted funds be placed in a Capital Improvement Project. This would allow staff to begin the work to purchase a 24-Hour Library System, and the remaining funds would allow the City to begin saving for a permanent City-owned location.

Fiscal Impact

The cost of the lease for year one is \$176,820 plus taxes and insurance, and will increase by 5% each additional year.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution

Lease Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Lease Agreement by and between the City of Lubbock and Luskey Brothers Investments for real property located at 5034 Frankford Avenue, and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES. Lease Agrmt-Luskey Brothers-Godeke



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS, Inc. 2022

5034- Frankford Ave

CONCERNING THE LEASED PREMISES AT Lubbock, TX 79424

between Luskey Brothers Investments (Landlord)
and City of Lubbock (Tenant).

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ADDENDA & EXHIBITS (check all that apply)

- ☐ Exhibit _____
- ☐ Exhibit _____
- ☐ Exhibit _____
- ☐ Commercial Property Condition Statement (TXR-1408)
- ☒ Commercial Lease Addendum for Broker's Fee (TXR-2102)
- ☒ Commercial Lease Addendum for Option to Extend Term (TXR-2104)
- ☐ Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
- ☐ Commercial Lease Addendum for Percentage Rent (TXR-2106)
- ☐ Commercial Lease Addendum for Parking (TXR-2107)
- ☐ Commercial Landlord's Rules and Regulations (TXR-2108)
- ☐ Commercial Lease Guaranty (TXR-2109)
- ☐ Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
- ☐ Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
- ☐ Commercial Lease Addendum for Contingencies (TXR-2119)
- ☐ Information About Brokerage Services (TXR-2501)
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

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COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, IS NOT AUTHORIZED.
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1. PARTIES: The parties to this lease are:

Landlord: Luskey Brothers Investments; and

Tenant: City of Lubbock, a home rule municipal corporation

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☐ (1) Multiple-Tenant Property: Suite or Unit Number _____ containing approximately _____ square feet of rentable area ("rsf") in _____ (project name) at _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

☒ (2) Single-Tenant Property: The real property containing approximately 12630 square feet of rentable area ("rsf") at: 5034- Frankford Ave (address) in Lubbock (city), Lubbock (county), Texas, which is legally described on attached Exhibit _____ or as follows:
Luskey Tract A an Addition to the City of Lubbock

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☒ will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 36 months and _____ days, commencing on: September 1, 2024 (Commencement Date) and ending on August 31, 2027 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant

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for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the n/a day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
09/01/2024	08/31/2025	/ rsf / month	14.00 / rsf / year	14,735.00
09/01/2025	08/31/2026	/ rsf / month	14.70 / rsf / year	15,471.75
09/01/2026	08/31/2027	/ rsf / month	15.44 / rsf / year	16,245.34
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

- B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (Check all that apply.):

- ☐ (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (2) Commercial Lease Addendum for Parking (TXR-2107)
☐ (3) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. First Full Month's Rent: The first full monthly rent is due on or before **September 1, 2024**

- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing.

Name: **Luskey Brothers Investments**

Address: **PO Box 100127, Fort Worth, TX 76185**

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 25.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)

- ☒ J. Expense Reimbursement. In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.

- ☐ (1) Reimbursable Periods. Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) Definitions:

- (a) "Tenant's pro rata share" is 100.000 %.
- (b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

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(e) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

(f) "Roof" means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3) Method: The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: "CAM" does not include taxes and insurance costs.

☐ (a) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year ____ for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ ____.

☐ (b) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ ____ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; ☐ roof replacement; and ☐ ____.

☒ (c) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☒ taxes; ☒ insurance; ☐ CAM; ☐ structural; ☐ roof replacement; and ☐ ____.

(4) Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 12,630 rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
0.38 / rsf / month	4.53 / rsf / year

(5) Reconciliation: Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

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5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ NONE to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. **TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

7. UTILITIES:

- A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) <u>Security Systems</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

- C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

- D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

- ☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

- ☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- ☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
- (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)
- ☒ (a) \$1,000,000; or
- ☐ (b) \$2,000,000.
- If neither box is checked the minimum amount will be \$1,000,000.
- (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
- ☐ (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Godeke Library Branch

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- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): AS determined by Tenant

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) NONE KNOWN
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

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12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 30 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

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condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Glass and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Fire sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Parking areas and walks	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Electrical systems, mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) HVAC system replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Signs and lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(a) Pylon	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Fascia	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Directional	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) Fences and Gates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(19) Storage yards and storage buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(20) Wood-destroying insect treatment and repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(21) Cranes and related systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(23)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant ☒ is ☐ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

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- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
17. **LIENS**: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. **LIABILITY**: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

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NA B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

NA 19. **INDEMNITY:** Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

NA 22. **HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. ~~Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for~~

any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.

 ☒ B. Landlord may not require Tenant to relocate to another location in the Property ~~without Tenant's prior consent.~~

26. SUBORDINATION:

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
(1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
(2) all advances made under any such lien, encumbrance, or ground lease;
(3) the interest payable on any such lien or encumbrance;
(4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
(5) any restrictive covenant affecting the leased premises or the Property; and
(6) the rights of any owners' association affecting the leased premises or Property.

B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:

A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.
- 29. CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.
- 30. ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: NONE KNOWN

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

- A. The brokers to this lease are:

Principal Broker:

Jack Chapman SIOR CCM

Agent:

Address: 6717-2ND LUBBOCK, TX 79416

Phone & Fax: (806)789-8257

E-mail: jack@chapmanrealtor.com

License No.: 0213913

Cooperating Broker:

Agent:

Address:

Phone & Fax:

E-mail:

License No.:

Principal Broker: (Check only one box)

☒ represents Landlord only.

☐ represents Tenant only.

☐ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

- B. Fees:

☒ (1) Principal Broker's fee will be paid according to: (Check only one box).

☒ (a) a separate written commission agreement between Principal Broker and:
☒ Landlord ☐ Tenant.

☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

☐ (2) Cooperating Broker's fee will be paid according to: (Check only one box).

☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant.

☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: Luskey Brothers Investments,

Address: _____

Attention: Mike Luskey

Fax: _____

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5034- Frankford Ave
Commercial Lease concerning: Lubbock, TX 79424

and a copy to:

Address: _____

Attention: _____

Fax: _____

☒ Landlord also consents to receive notices by e-mail at: mikeluskey1@yahoo.com

Tenant at the leased premises,

and to:

City of Lubbock,

Address: _____

Attention: Brooke Witcher

Fax: _____

and a copy to:

Address: _____

Attention: _____

Fax: _____

☒ Tenant also consents to receive notices by e-mail at: bwitcher@mylubbock.us

35. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this lease. (If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)

During the Last 30 days of the Lease, Tenant and Landlord or Landlords representative will do a walk through of the premises to identify any areas needing to be addressed as per the lease agreement.

Tenant will be responsible for Landscaping/grounds maintenance of the leased premises.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

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and Tenant: _____

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- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.
- J. Counterparts: If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
37. **EFFECTIVE DATE**: The effective date of this lease is the date the last party executes this lease and initials any changes.
38. **LICENSE HOLDER DISCLOSURE**: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: _____

5034- Frankford Ave

Commercial Lease concerning: Lubbock, TX 79424

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Luskey Brothers Investments

City of Lubbock, a home rule municipal
Tenant: corporation

By: Mike Luskey

By: Mark W. McBrayer

By (signature): *Mike Luskey*

By (signature): _____

Printed Name: Mike Luskey

Printed Name: Mark McBrayer

Title: Member

Date: _____

Title: The Mayor of Lubbock Date: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Date: _____

Title: _____ Date: _____

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COMMERCIAL LEASE ADDENDUM FOR BROKER'S FEE

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED LANDLORD AND TENANT CONCERNING THE LEASED PREMISES AT 5034- Frankford Ave, Lubbock, TX 79424

A. **Leasing Fees:** All leasing fees are earned when the above referenced lease is executed.

(1) Luskey Brothers Investments will pay Principal Broker a leasing fee
calculated and payable as follows:

☐ (a) _____ % of all base monthly rents to be paid for the term of the lease and the same
percentage of the expense reimbursements stated or estimated in the lease, payable as
follows: one-half of such amount at the time Landlord and Tenant execute the lease and the
remainder on the date the lease commences.

☐ (b) _____ % of all base monthly rents to be paid for the term of the lease and the same
percentage of the expense reimbursements stated or estimated in the lease, payable as
follows: _____

☒ (c) **3% of Net Lease payments at time of execution by Landlord and Tenant**

(2) _____ will pay Cooperating Broker a leasing fee
calculated and payable as follows:

☐ (a) _____ % of all base monthly rents to be paid for the term of the lease and the same
percentage of the expense reimbursements stated or estimated in the lease, payable as
follows: one-half of such amount at the time Landlord and Tenant execute the lease and the
remainder on the date the lease commences.

☐ (b) _____ % of all base monthly rents to be paid for the term of the lease and the same
percentage of the expense reimbursements stated or estimated in the lease, payable as
follows: _____

☐ (c) _____

B. **Renewal and Expansion Fees:** If Landlord and Tenant subsequently renew, extend, or expand the lease,
including a new lease for more, less, or different space in the Property or in any other property owned,
controlled, or managed by Landlord, the brokers will be paid the fees set forth below. The fees will be
earned and payable when the extension, renewal, expansion, or new lease is executed or commences,
whichever is earlier.

(1) _____ will pay Principal Broker a fee of:

☐ (a) _____ % of all base monthly rents to be paid for the term of the renewal, extension, or
new lease and the same percentage of the expense reimbursements stated or estimated in the
lease governing the renewal, extension, or new lease;

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Addendum for Broker's Fee concerning 5034- Frankford Ave, Lubbock, TX 79424

☐ (b) _____ % of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

☐ (c) _____

(2) **NONE** _____ will pay Cooperating Broker a fee of:

☐ (a) _____ % of all base monthly rents to be paid for the term of the renewal, extension, or new lease and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease;

☐ (b) _____ % of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

☐ (c) _____

C. **Fees in the Event of a Sale:** If, during any time the lease is in effect or during any time Tenant occupies the leased premises, including any extension, renewal, or expansion, Tenant agrees to purchase the leased premises or Property by oral or written agreement or option, brokers will be paid the additional fees set forth below. The additional fees will be earned at the time Landlord and Tenant enter into an agreement for the sale, purchase, or option for the leased premises or Property, and are payable at the time the sale or purchase closes.

(1) **Luskey Brothers Investments** _____ will pay Principal Broker an additional fee of:

☒ (a) 4.000 % of the sales price for the purchase.

☐ (b) _____

(2) **NONE** _____ will pay Cooperating Broker an additional fee of:

☐ (a) _____ % of the sales price for the purchase.

☐ (b) _____

D. **County:** All fees under this addendum are payable in Lubbock County, Texas.

E. **Attorney's Fees:** If Landlord, Tenant, or any broker is a prevailing party in any legal proceeding brought as a result of a dispute under this addendum or any transaction related to or contemplated by this addendum, such party will be entitled to recover from the non-prevailing parties all costs of such proceeding, prejudgment interest, and reasonable attorney's fees.

F. **Special Provisions:**

Addendum for Broker's Fee concerning 5034- Frankford Ave. Lubbock, TX 79424

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

Landlord: Luskey Brothers Investments

By: Mike Luskey

By (signature): 

Printed Name: Mike Luskey

Title: manager

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Principal Broker:

Broker / Company Name: Jack Chapman SIOR CCIM

By (signature): 

Printed Name: Jack Chapman

Title: Broker

License No. 0215913

License No. 0215913

City of Lubbock

Tenant: _____

Godeke Library

By: Mark W. McBrayer

By (signature): _____

Printed Name: Mark McBrayer

Title: Mayor of Lubbock, TX

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Cooperating Broker:

Broker / Company Name: none

License No. _____

By (signature): _____

Printed Name: _____

Title: _____

License No. _____

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Information

Agenda Item

Resolution - City Council: Consider a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail for the Louise Hopkins Underwood Center for the Arts, as part of the Cultural Arts Grant Program as recommended by Civic Lubbock, Inc.

Item Summary

Civic Lubbock Inc. (CLI) is a 501(c)(3) established in 1956. Their mission is to foster and promote cultural, educational, and entertainment activities, to include the visual and performing arts, for the citizens of Lubbock and the surrounding communities. CLI and the City of Lubbock continued their 67-year partnership by entering into a license agreement in July 2023. The agreement defines the relationship between the City and CLI. The Lubbock City Council is responsible for appointing the CLI Board of Directors.

As part of this license agreement, CLI administers an allocation of the Hotel Occupancy Tax that is used to underwrite local visual and performing arts programs. The Cultural Arts Grant Program (CAGP) is funded through a portion of the Hotel Occupancy Tax allocation and those funds are used in making grant awards to local established non-profit organizations, for the encouragement, advancement, improvement, and application of the arts and the promotion of tourism in the Lubbock community.

The total allocation paid to CLI for the 2024 Program was \$578,145.04, which represents 5.92120% of the hotel/motel tax collected at the end of FY 2022-23. Of that allocation, the following amounts have been deducted: 10% (\$57,814.50) for the Public Art Program and (\$11,800.00) for the 2024 Airport Arts Program. This left \$508,530.54 available for the 2024 Cultural Arts Grant Program. In addition, interest of \$40,218.64 from prior year and current year funds, unused grant funds of \$890, and a carry-over of \$0.62 from 2023 funds provided a total of \$549,639.80 available for the annual cycle of Cultural Arts grants. CLI elected to absorb all administrative expenses incurred for administering this program. Therefore, the entire amount available for the 2024 CAGP was \$549,639.80.

A Grant Workshop was held on May 2, 2024, for first-time applicants wishing to apply for a Cultural Arts Grant. Thirty (30) applications were received by the June 1, 2024 deadline. The CAGP Review Committee and the CLI Board recommended full or partial funding for all thirty (30) applicants.

The CLI Board of Directors approved the grant award recommendations at their June 26, 2024 meeting. These recommendations were presented to the Lubbock City Council at the July 23, 2024 meeting. Among the recommendations, CLI recommended the City award a grant to the Louise Hopkins Underwood Center for the Arts (LHUCA) in the amount of \$25,600 to assist in funding for marketing, artist and musician fees, security, wayfinding, and trolley service for the First Friday Art Trail (FFAT) described by the Cultural Arts Grant Review Committee as a free self-guided art trail through the Cultural District that presents a family-friendly evening of arts education in visual art, music, and dance over 20 different venues.

LHUCA, in their application to CLI for a Cultural Arts Grant Program grant, provided the following information regarding the FFAT: (i) FFAT is a program administered by LHUCA that is “a free, self-guided art trail through the Lubbock Cultural District that brings together the South Plains community and beyond to enjoy visual art, live music, dance, and more”; (ii) LHUCA hires four trolley/buses to transport visitors to other trail venues in the Lubbock Downtown and Depot District at no charge to the visitors of FFAT; (iii) LHUCA advertises the FFAT through numerous social media and electronic outlets including a nationally recognized arts website, state websites such as Tour Texas, and targeted social media advertisements across Texas, Colorado, Oklahoma and New Mexico; (iv) last year FFAT attracted approximately 63,000 people of which 10,710 people were described as out of town guests or tourists; and (v) LHUCA expects FFAT to attract approximately 64,000 people in the next year.

On a 5-2 vote by the City Council, the City Council denied the funding requested by LHUCA as recommended by CLI believing that the funds would be used for purposes or activities that were not family friendly and promoted/advocated a political movement or position and as such should not be supported by public tax money.

After the July 23, 2024 City Council meeting, additional information was provided by LHUCA clarifying the type of programs and activities supported with hotel occupancy funds by LHUCA and that the majority of the funding requested by LHUCA from the Cultural Arts Grant Program would be designated for general marketing of FFAT, the free to the public trolley service as well as security for FFAT.

Based on the new information provided by CLI and LHUCA, the City Council finds that the FFAT has a positive economic impact on tourism to the City of Lubbock, generally marketing the FFAT as described by LHUCA and as recommended by CLI is an appropriate use of hotel occupancy funds and that providing a free trolley service and security at the FFAT is a benefit to the health and safety of the public.

Fiscal Impact

\$25,600 from Hotel Occupancy Tax allocated to the Lubbock Cultural Arts Grants Program as recommended by Civic Lubbock Inc.

Staff/Board Recommending

Christy Martinez-Garcia, Mayor Pro Tem, District 1
Gordon Harris, Councilman, District 2

Attachments

Resolution

RESOLUTION

WHEREAS, pursuant to Texas Tax Code Chapter 351 and Article 18.03 of the City of Lubbock Code of Ordinances, the City of Lubbock ("City") collects a hotel occupancy tax for the purpose of promoting tourism and the convention and hotel industry in the City of Lubbock; and

WHEREAS, in accordance with Tex. Tax Code § 351.101, hotel occupancy tax funds may only be used for certain purposes which include the "encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms"; and

WHEREAS, the City has entered into a license agreement with Civic Lubbock Inc. ("CLI"), a 501(c)(3) nonprofit corporation established in 1956, that, in part, requires CLI to have a Cultural Arts Grant Review Standing Sub-Committee to: (i) develop guidelines for a Cultural Arts Grant Program funded with hotel occupancy tax fund for the encouragement, advancement, improvement, and application of the arts and the promotion of tourism in the Lubbock community; (ii) accept applications for grants from the Cultural Arts Grant Program; and (iii) make grant recommendations for presentation to the Lubbock City Council once a year; and

WHEREAS, on July 23, 2024, CLI presented its recommendations to the City Council for awards of grants under the Cultural Arts Grant Program requesting the City Council approve grants totaling \$549,639.00 for thirty (30) different applicants; and

WHEREAS, among the recommendations, CLI recommended the City award a grant to the Louise Hopkins Underwood Center for the Arts ("LHUCA") in the amount of \$25,600.00 to assist in funding for "marketing, artist and musician fees, security, wayfinding, and trolley service" for the First Friday Art Trail ("FFAT") described by the Cultural Arts Grant Review Committee as a "free self-guided art trail through the Cultural District" that "presents a family-friendly evening of arts education in visual art, music, and dance over 20 different venues"; and

WHEREAS, LHUCA, in their application to CLI for a Cultural Arts Grant Program grant, provided the following information regarding the FFAT: (i) FFAT is a program administered by LHUCA that is "a free, self-guided art trail through the Lubbock Cultural District that brings together the South Plains community and beyond to enjoy visual art, live music, dance, and more"; (ii) LHUCA hires four trolley/buses to transport visitors to other trail venues in the Lubbock Downtown and Depot District at no charge to the visitors of FFAT; (iii) LHUCA advertises the FFAT through numerous social media and electronic outlets including a nationally recognized arts website, state websites such as Tour Texas, and targeted social media advertisements across Texas, Colorado, Oklahoma and New Mexico; (iv) last year FFAT attracted approximately 63,000 people of which 10,710 people were described as out of town guests or tourists; and (v) LHUCA expects FFAT to attract approximately 64,000 people in the next year; and

WHEREAS, on a 5-2 vote by the City Council, the City Council denied the funding requested by LHUCA as recommended by CLI believing that the funds would be used for purposes or activities that were not family friendly and promoted/advocated a political movement or position and as such should not be supported by public tax money; and

WHEREAS, the City Council voted unanimously to support the remaining recommendations from the Cultural Arts Grant Review Committee and CLI for Cultural Arts Grant Program grants; and

WHEREAS, after the July 23, 2024 City Council meeting, additional information was provided by LHUCA clarifying the type of programs and activities supported with hotel occupancy funds by LHUCA and that the majority of the funding requested by LHUCA from the Cultural Arts Grant Program would be designated for general marketing of FFAT, the free to the public trolley service as well as security for FFAT; and

WHEREAS, CLI states in their local grant agreements that CLI is a non-political organization and “intends to avoid providing funding to events that include advertisements, sponsorships or endorsements of political campaigns or issues” and avoids issues “of a divisive or controversial nature”; and

WHEREAS, based on the new information provided by CLI and LHUCA, the City Council finds that the FFAT has a positive economic impact on tourism to the City of Lubbock, generally marketing the FFAT as described by LHUCA and as recommended by CLI is an appropriate use of hotel occupancy funds and that providing a free trolley service and security at the FFAT is a benefit to the health and safety of the public; **NOW THEREFORE**,

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

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

2. The recommendation by CLI to approve the Cultural Arts Grant Program grant to LHUCA in the amount of \$25,600.00 be approved conditioned on the funds being used only for the following purposes:

- a) providing a trolley service for patrons of the FFAT free of charge;
- b) providing security during the FFAT;
- c) generally promoting and marketing the FFAT without promoting any specific artist, band, gallery, performer or performance.

3. In addition to any restrictions already applicable to grants under the Cultural Arts Grant Program imposed by the City of Lubbock or CLI, the aforementioned grant funds provided to LHUCA for FFAT may not be used for any of the following purposes:

- a) promoting or advocating for or against a particular political position, candidate or party;
- b) paying for, promoting or marketing a particular artist, band, exhibit, performance or associated licensing fee;
- c) paying for, promoting or marketing any activity that depicts sexual acts or activities of a sexual nature that could be interpreted as sexual conduct or a sexually oriented performance and/or violates state law including but not limited to §§43.21-43.28 of the Texas Penal Code;

- d) paying for, promoting or marketing events with exclusive audiences that do not allow participation of the general public, such as "21 and up" events or programming, youth specific programming or gender specific programming; or
- e) promoting, advocating or marketing any activities taking place outside of the City of Lubbock municipal limits, including any activities taking place in outlying towns or communities.

4. The City Manager is hereby directed to review all guidelines, criteria and/or existing policies related to providing public funds for art and cultural events and make recommendations, if necessary, regarding any associated changes, amendments or alterations regarding such guidelines, criteria or existing policies.

5. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.


Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR


ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Mayor Pro Tem Christy Martinez-Garcia



Councilmember Gordon Harris

APPROVED AS TO FORM:



Matthew L. Wade, City Attorney