

City of Lubbock, Texas
Regular City Council Meeting
November 5, 2024

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



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

<http://www.mylubbock.us>

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

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

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

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

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

12:30 p.m. - City Council convenes in City Council Chambers in Open Session 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. Loop 88 Land Acquisition

1. 1. 2. Lake 7

1. 1. 3. Texas Government Code Chapter 551 application

1. 1. 4. *MVP Raider Park Garage, LLC v. Zoning Board of Adjustment of the City of Lubbock and the City of Lubbock*, Cause No. 2019-537527; 237 District Court, Lubbock, Texas and related administrative matters
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. Loop 88 Land Acquisition
1. 2. 2. Lake 7
1. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lubbock Central Appraisal District Board of Directors.

Adjourn from Executive Session

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

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

2. 1. Citibus - Route Study Presentation

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

3. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on November 5, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**
4. **Ceremonial Items**
4. 1. Invocation

4. 2. Pledges of Allegiance

Call to Order

5. **Minutes**

5. 1. Minutes - October 8, 2024 Regular City Council Meeting

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

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-00139, Amendment 1, amending the FY 2024-25 Budget for municipal purposes respecting the Grant Fund, regarding Public Health Services, providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute the Department of State Health Services Grant Agreement Contract No. HHS001348300008 under the HIV Clinical HIV/STI Prevention in Community Health Centers Program, and all related documents, by and between the City of Lubbock, and the State of Texas Department of State Health Services.

6. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 2, amending the FY 2024-25 Budget for municipal purposes respecting the Civil Service Pay Scale; providing for filing; and providing for a savings clause.

6. 3. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Public Works Contract 16274, with ACME Electric Company, for the Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvements.

6. 4. **Resolution - Public Works Wastewater:** Consider a resolution authorizing the Mayor to execute Purchase Order 23105890, with James, Cook, Hobson, to purchase one Flygt Submersible Pump for use at the Plant 4 Intermediate Lift Station at the Southeast Water Reclamation Plant.

6. 5. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 18211 with Matthews Backhoe, Inc., and Contract 18327 with Intercon Demolition, Inc., for demolition services as needed, for City-owned buildings and structures.

6. 6. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 18275, with Alto Vista Roofing, Inc., for the complete roof replacement of the Central Warehouse Facility located at 306 Municipal Drive.
6. 7. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 18282, with Eskola, LLC, for the complete roof replacement of the City-owned building located at 1214 14th Street.
6. 8. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 18302, with ABF Commercial Roofing & Foam, for the complete roof replacement of the Hodges Community Center located at 4011 University Avenue.
6. 9. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Block Grant funding agreements, and all related documents, between the City of Lubbock and Community Development Block Grant subrecipients, which are CASA of the South Plains, Inc., Catholic Charities - Diocese of Lubbock, Love the Hub, and the YWCA, for public service programs.
6. 10. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Contract 18452, and all related documents, with the Lubbock Housing Authority, for a lease of office space at 1708 Crickets Avenue, Lubbock, Texas, for the Community Development Department.
6. 11. **Resolutions - Public Transit Services:** Consider resolutions authorizing the Mayor to execute Contract 18183 with AEG Petroleum, Contract 18293 with United Oil & Grease, Contract 18291 with RelaDyne, and Contract 18290 with Arnold Oil Company of Austin, L.P., for motor oil and lubricants for Citibus.
6. 12. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor, or his designee, to execute a FY 2024 Federal Transit Administration Section 5310 Grant (TX-2024-118-00), to enhance the mobility of elderly individuals and individuals with disabilities.
6. 13. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to approve the Citibus Route and Network Redesign Five-Year Plan that includes a fixed route restructure reaching into new areas of the city, incorporates express routes, and establishes micro-transit zones.
6. 14. **Resolution - Business Development:** Consider a Resolution accepting a Special Warranty Deed on behalf of the Upland Crossing Public Improvement District (PID) by Betenbough Homes, LLC, granted to the City of Lubbock, for real property located at tracts within the Upland Crossing PID, as described on the Special Warranty Deed exhibits.

6. 15. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Purchase Order 90500061, with Kraftsman Commercial Playgrounds & Waterparks, for playground replacement at Mackenzie Park, located at 301 Interstate 27.
6. 16. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Contract 18420, with Denovo Ventures, LLC, for a Professional Services Agreement for JD Edwards Application Lifecycle Management Services and Support.
6. 17. **Resolution - Lubbock Fire Rescue:** Consider a resolution authorizing the Mayor to execute Purchase Order 10027880, with Stallion Air, Incorporated, for a breathing air compressor for Fire Station 20.
6. 18. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2024-O0141, for Zone Case 3487, a request of DLC Designs, LLC for Children's Home of Lubbock, for a zone change from Low Density Single-Family District (SF-2) to Residential Estates District (RE), at 4602 Idalou Road, located north of East Erskine Street and east of Idalou Road, on 170.98 acres of unplatted land out of Block A, Section 25.
6. 19. **Ordinance 2nd Reading - Planning (District 2):** Consider Ordinance No. 2024-O0132, for Zone Case 2565-H, a request of Indira and Vipul Patel, for a zone change from Heavy Commercial District (HC) to Medium Density Residential District (MDR), at 5930 Avenue Q South Drive and 5903 Avenue L, located east of Avenue L and south of 58th Street, Carlton Heights Addition, Block A and approximately 8.16 acres of unplatted land out of Block E, Section 2.
6. 20. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2024-O0143, for Zone Case 1542-V, a request of Lubbock Smoke Shop, LLC for Lubbock Commercial Buildings, Inc., for a zone change from Neighborhood Commercial District (NC) to Neighborhood Commercial District (NC) Specific Use for a smoke shop, at 7310 Quaker Avenue located west of Quaker Avenue and north of 74th Street, Furr Wolf Addition, Block 2, Lot 2-A-1-B.
6. 21. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2024-O0144, for Zone Case 2651-B, a request of Westar Commercial Realty for SPSM, LTD, for a zone change from Industrial Park District (IP) to Heavy Commercial District (HC), at 5044 Frankford Avenue, located west of Frankford Avenue and north of 57th Street, Frankford Business Park Addition, Lot 6-B.
6. 22. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2024-O0140, for Zone Case 3508, a request of 1585 & Frankford/Discount RV, for a zone change from Low Density Single-Family District (SF-2) to Light Industrial District (LI), at 12109 Frankford Avenue, located north of 122nd Street and east of Frankford Avenue, Abbe Addition, Lot 1.

7. **Regular Agenda**

7. 1. **Resolution - City Secretary:** Consider a resolution casting the City Council's votes for candidates to the Lubbock Central Appraisal District Board of Directors.
7. 2. **Public Hearing - Business Development:** Hold a Public Hearing for the City Council to receive input concerning the participation by the City of Lubbock in the Texas Enterprise Zone program, pursuant to the Texas Enterprise Zone Act, possible incentives to be offered to projects, and nominating United Supermarkets, L.L.C., located at 5801 Martin Luther King Jr. Boulevard, Lubbock, Texas, to be considered for a state designated Enterprise Project.
7. 3. **Ordinance 1st Reading - Business Development:** Consider an ordinance of the City Council of the City of Lubbock, Texas, ordaining the participation by the City of Lubbock in the Texas Enterprise Zone Program, pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code; nominating United Supermarkets, L.L.C., located at 5801 Martin Luther King Jr. Boulevard, to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank as an Enterprise Project; providing tax incentives; designating a liaison for communication with interested parties; directing staff to submit an application in conjunction with nomination; designating the effective period for the Enterprise Project; providing a savings clause; and providing for publication.
7. 4. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute a Real Estate Sales Contract, for the purchase of real property located in Sections 4, 9, 11, 14, 18, 20, 21, and 24, Block S. Lubbock County, Texas, by and between the City of Lubbock and the Arnett Family Partnership, LP, Mary Jane Holmes, Karen Dreyer, Abby Quinn, and Abby Quinn, as Guardian of the Estate of William Flygare, and related documents, for the purpose of developing a future water supply for the City of Lubbock.

Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lubbock Central Appraisal District Board of Directors.

Item Summary

Discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lubbock Central Appraisal District Board of Directors.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

LCAD Letter - 2024 Ballot

LUBBOCK CENTRAL APPRAISAL DISTRICT

TIM RADLOFF, RPA, RTA, CCA
Chief Appraiser / Administrator

OFFICE OF THE
CHIEF APPRAISER



October 18, 2024

Ms. Courtney Paz
City Secretary
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457-2000



Dear Ms. Paz:

In compliance with the provisions of Section 6.03 of the Texas Property Tax Code I have received director nominations from voting units located within the Lubbock Central Appraisal District. Enclosed you will find a resolution containing the ballot with the names of those nominated for directors listed in alphabetical order.

Passed during the 2021 legislative session, HB 988 added subsection (k-1) to PTC Section 6.03. This subsection requires the governing body of a taxing unit entitled to cast at least 5% of the total number of votes to determine its vote for its appraisal district's board of directors by resolution adopted at the first or second open meeting held after the date the chief appraiser delivers the ballot. The governing body must then submit its vote to the chief appraiser not later than the 3rd day following the date the resolution is adopted. Because City of Lubbock has more than 5% of the vote, your board will need to follow these procedures of when to vote and the deadline for delivering the adopted resolution.

It is important that the aforesaid method of voting, reporting of votes, and submission of the votes to the chief appraiser before the deadline be followed. A unit may cast all its votes for one candidate or may distribute the votes among any number of candidates named on the ballot.

A voting unit may only cast its votes for a person timely nominated and named on the enclosed ballot. There is no provision for write-in candidates. Since we only have five nominees this time, those listed on the enclosed ballot will be your directors. Even so, the participation of all eligible units in the voting process would be appreciated.

Before December 31, I will count the votes and officially declare elected the five candidates who received the largest vote totals. I am required to notify all taxing units and all the candidates of the election results before December 31, 2024.

Additionally, I have enclosed another copy of the worksheet showing the calculation of the number of votes to which each taxing unit is entitled. Other details are contained in my letter to you of August 27, 2024.

Thank you for your participation in the board of directors' selection process. If you would like to discuss any aspect of the process, please contact me at your convenience.

Respectfully submitted,

Tim Radloff

Tim Radloff

Enclosures

2024 CALCULATION OF VOTES TO SELECT FIVE DIRECTORS FOR THE LUBBOCK CENTRAL APPRAISAL DISTRICT

TAXING UNIT	2023 LEVY	PERCENTAGE 2023 LEVY TOTAL LEVY	X 1000	X Number of Directors	Number of Votes
CITIES					
Abernathy	200,713	0.03845%	0.38	5	2
Idalou	812,141	0.15556%	1.56	5	8
Lubbock	123,109,846	23.58104%	235.81	5	1,178
New Deal	310,052	0.05939%	0.59	5	3
Ransom Canyon	1,169,076	0.22393%	2.24	5	11
Shallowater	1,646,068	0.31530%	3.15	5	16
Slaton	1,596,675	0.30583%	3.06	5	15
Wolfforth	5,301,478	1.01547%	10.15	5	51
SCHOOLS					
Abernathy	1,159,829	0.22216%	2.22	5	11
Frenship	71,093,955	13.61767%	136.18	5	681
Idalou	4,462,913	0.85485%	8.55	5	43
Lorenzo	82,706	0.01584%	0.16	5	1
Lubbock-Cooper	60,644,487	11.61613%	116.16	5	581
Lubbock	119,836,227	22.95400%	229.54	5	1,148
New Deal	6,132,902	1.17473%	11.75	5	59
Roosevelt	3,027,289	0.57986%	5.80	5	29
Shallowater	6,242,752	1.19577%	11.96	5	60
Slaton	6,727,929	1.28870%	12.89	5	64
Southland	6,824	0.00131%	0.01	5	0
COUNTY					
Lubbock County	108,507,375	20.78402%	207.84	5	1,039
TOTALS	522,071,239	1.00000	1,000		5,000

RESOLUTION

WHEREAS, Section 6.01 of the Texas Property Code, V.A.C.S., established an appraisal district in each county to appraise property for ad valorem tax purposes of each taxing unit in the district; and,

WHEREAS, the Property Tax Code, V.A.C.S., authorized the establishment of appraisal districts to be governed by a Board of Directors; and,

WHEREAS, the City of Lubbock is a taxing unit within the Lubbock Central Appraisal District entitled to cast votes for the election of persons to the Board of Directors of the District; and,

WHEREAS, the Chief Appraiser has received timely nominations from voting taxing units, has prepared the following ballot of candidates for the Board of Directors, and has determined that the City of Lubbock is entitled to cast 1,178 votes in the election of the District's Board of Directors;

NOW THEREFORE:

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

THAT, the 1,178 votes of the City of Lubbock are cast for candidates for the Lubbock Central Appraisal District Board of Directors as follows:

<u>NAME</u>	<u>NUMBER OF VOTES</u>
Garza, Sonny	_____
Goen, Brady	_____
Jones, Greg	_____
McQueen, Bobby	_____
Reynolds, Noe	_____

AND THAT, a copy of this Resolution be submitted to the Chief Appraiser not later than the 3rd day following the date this Resolution is adopted in order that the votes of the City of Lubbock may be counted.

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

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary



Information

Agenda Item

Minutes - October 8, 2024 Regular City Council Meeting

Item Summary

Minutes - October 8, 2024 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

Minutes - 10.8.2024

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
October 8, 2024
2:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 8th of October, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:30 p.m.

12:32 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 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; Council Member Gordon Harris

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

- *1.1; Executive Session; 3.1-3.2; Citizen Comments 4; 5.1; 6.2-6.4; 6.6-6.21; 6.5; 7.1-7.12; 6.1; and 7.13.*
- *Item No. 6.5 was postponed to the November 12, 2024 Regular City Council Meeting.*
- *Item No. 7.1 was amended.*

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

1. 1. Frenship Independent School District Update

Jarrett Atkinson, city manager, introduced Dr. Michelle McCord, Superintendent of Frenship ISD. Dr. McCord gave a presentation on the Frenship ISD Voter Approved Tax Ratification Election and answered questions from City Council. The topics discussed included: ballot propositions, a 10 year outlook on projected new housing occupancies, projected elementary enrollment, financial challenges, voter approved tax ratification election information, ballot language, tax rate history, and upcoming election dates.

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

The meeting recessed at 12:49 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 1:32 p.m., and the meeting was called to order at 1:36 p.m.

2. **Executive Session**

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
2. 1. 1. Lake 7
2. 1. 2. Vital Statistics
2. 1. 3. Equal Employment Opportunity Commission Charge 453-2024-01616
2. 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.
2. 2. 1. Lake 7
2. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board, Health/Educational Facilities Development Corporation Board, Lubbock Emergency Communications District Board of Managers, Planning & Zoning Commission, and Zoning Board of Adjustment.

1:30 p.m. - City Council reconvenes in Open Session in City Council Chambers.

City Council reconvened at 1:32 p.m.

3. Ceremonial Items

3. 1. Invocation

Pastor Daniel A. Hinton, Christ Lutheran Church, led the invocation.

3. 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 1:36 p.m.

4. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 1:30 p.m. on October 8, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

No one appeared to speak.

5. **Minutes**

5. 1. August 30, 2024 Special City Council Meeting - Electric Utility Board
September 10, 2024 Regular City Council Meeting

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to approve the August 30, 2024 Special City Council Meeting - Electric Utility Board minutes and the September 10, 2024 Regular City Council Meeting minutes.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (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 6.2-6.4 and 6.6-6.21.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

6. 1. **Resolution - Risk Management:** Resolution No. 2024-R0479 authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims, in a lawsuit involving a motor vehicle collision, by and between the City of Lubbock and Fransisa Reyes (Cause No. DC-2023-CV-0500 – *Fransisa Reyes v. City of Lubbock*).

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

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to approve Resolution No. 2024-R0479.

Vote: 4 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

Council Member David Glasheen (RECUSE)

Council Member Gordon Harris (ABSENT)

- 6. 2. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2024-O0134 abandoning and closing portions of a private utility easement located in Section 6, Block E-2, Lubbock County, Texas, in the Ranchland Terrace Subdivision, at the northeast corner of 40th Street and Chicago Avenue.
- 6. 3. **Resolution - Right-of-Way:** Resolution No. 2024-R0458 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 one (1) drainage easement, and all related documents, in connection with certain real property located in Section 3, Block JS, Lubbock County, Texas, at the southwest corner of Erskine Street and Milwaukee Avenue, to be utilized for the Erskine Street Project.
- 6. 4. **Resolution - Engineering:** Resolution No. 2024-R0459 authorizing the Mayor to execute Contract 17634, with Freese and Nichols, Inc., for professional engineering services associated with the design of Pump Station 11B at the North Water Treatment Plant.
- 6. 5. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 18335, with Kimley-Horn and Associates, Inc., for an Impact Fee Report Update, including land use assumptions and capital project plans.

This item was postponed.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to postpone this item to the November 12, 2024 Regular City Council Meeting.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

Council Member Gordon Harris (ABSENT)

- 6. 6. **Resolution - Planning:** Resolution No. 2024-R0460 authorizing the Mayor to execute Purchasing Order Contract 10027872, with SHI Government Solutions, Inc. for short-term rental permitting, compliance, and Hotel Occupancy Tax collection software utilizing Buy Board Contract 661-22.
- 6. 7. **Resolution - Public Works Traffic Management:** Resolution No. 2024-R0461 authorizing the Mayor to execute Amendment No. 1 to Contract 17858, with AtkinsRealis, for additional engineering services related to the City's Americans with Disabilities Act Transition Plan Sidewalk Gap Analysis Project.
- 6. 8. **Resolution - Community Development:** Resolution No. 2024-R0462 authorizing the Mayor to execute Contract 12871, a Community Development Block Grant Funding Agreement, and all related documents, by and between the City of Lubbock and the U. S. Department of Housing and Urban Development, for the funding of public service activities, non-public service activities, housing, direct delivery of services, and administration.

6. 9. **Resolution - Community Development:** Resolution No. 2024-R0463 authorizing the Mayor to execute Contract 12872, an Emergency Solutions Grant Funding Agreement, and all related documents, by and between the City of Lubbock and the U. S. Department of Housing and Urban Development, for the funding of Emergency Shelter, Rapid Re-Housing, Homeless Management Information Systems, and administration.
6. 10. **Resolution - Community Development:** Resolution No. 2024-R0464 authorizing the Mayor to execute Contract 12873, a HOME Investment Partnership and Funding Agreement, and all related documents, by and between the City of Lubbock and the U.S. Department of Housing and Urban Development, for the funding of Community Housing Development Organization operations and projects, affordable housing, and administration.
6. 11. **Resolution - Community Development:** Resolution No. 2024-R0465 authorizing the Mayor to grant the waiver of Payment in Lieu of Taxes for Fiscal Year 2023, requested by the Lubbock Housing Authority.
6. 12. **Resolution - Aviation:** Resolution No. 2024-R0466 authorizing the Mayor to execute Amendment No. 19 to Contract 15200, with RS&H, Inc., for professional architectural and engineering services for Runway Lights Replacement at Lubbock Preston Smith International Airport.
6. 13. **Resolution - Aviation:** Resolution No. 2024-R0467 authorizing the Mayor to execute a Fifth Amendment to Contract 15038, with Webber LLC, to extend the contract term and rental rate for the land lease agreement at Lubbock Preston Smith International Airport.
6. 14. **Resolution - Information Technology:** Resolution No. 2024-R0468 authorizing the Mayor to execute Purchase Order 33100052, with Paradigm Traffic Systems, for the purchase of Ruggedcom L3 Switches for the Traffic Signal Network.
6. 15. **Resolution - Fleet Services:** Resolution No. 2024-R0469 authorizing the City Manager or his designee, to purchase all approved vehicles and equipment, including their lighting and associated accessories, for Fiscal Year 2024-25, to replace essential assets in various City departments.
6. 16. **Resolution - Police:** Resolution No. 2024-R0470 authorizing the Mayor to execute an agreement, by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration, for participation in the Fiscal Year 2025-High Intensity Drug Trafficking Area Task Force Agreement and any associated documents, including an Asset Sharing Agreement, to disrupt illicit drug traffic in the Lubbock area.
6. 17. **Resolution - Police:** Resolution No. 2024-R0471 authorizing the Mayor to execute an agreement, by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration, for participation in the FY 2025 Program-Funded State and Local Task Force Agreement - Task Force Group (Lubbock) and any associated documents, including an Asset Sharing Agreement, to disrupt illicit drug traffic in the

Lubbock area.

- 6. 18. Resolution - Police:** Resolution No. 2024-R0472 authorizing the Mayor to execute a Memorandum of Understanding with the Children's Advocacy Center of the South Plains, for coordination of joint investigations involving child abuse.
- 6. 19. Resolution - Police:** Resolution No. 2024-R0473 authorizing the Mayor to execute a Memorandum of Understanding for Law Enforcement Services, by and between the City of Lubbock and the Lubbock Independent School District, to outline communication and coordination efforts between the department and the agency, according to Texas Education Code, Section 37.081 (g).
- 6. 20. Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2024-O0131, for Zone Case 2161-M, a request of HFA for Lubbock Commercial Buildings, for a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC), at 2731 82nd Street, located south of 82nd Street and east of Elgin Avenue, on approximately 1.25 acres of unplatted land out of Block E-2, Section 13.
- 6. 21. Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2024-O0132, for Zone Case 3267-A, a request of Spindlebock Properties, LLC for a zone change from Neighborhood Commercial District (NC) to Heavy Commercial District (HC), at 3202, 3204, 3206, 3208, 3210, and 3212 118th Street and 3215, and 3217 116th Street, located between 116th Street and 118th Street and east of Indiana Avenue, Triple C Business Park Addition, Tracts A through H.

7. Regular Agenda

- 7. 1. Ordinance Single Reading - Finance:** Ordinance No. 2024-O0135 providing for the issuance of City of Lubbock, Texas, General Obligation Refunding Bonds, not to exceed \$50,000,000, in one or more series, of current outstanding bond issuances with the refunding candidates being General Obligation Refunding Bonds, Series 2014, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2015, General Obligation Refunding, Series 2015 and General Obligation Refunding Bonds, Taxable Series 2015; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving an official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Jarrett Atkinson, city manager, introduced the item, gave comments and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to approve Ordinance No. 2024-O0135.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

- 7. 2. Ordinance Single Reading - Finance:** Ordinance No. 2024-O0136 providing for the issuance of City of Lubbock, Texas, Water and Wastewater System Revenue Refunding Bonds not to exceed \$65,000,000, in one or more series, of current outstanding bond issuances with the refunding candidates being the General Obligation Refunding Bonds, Series 2014, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2015, and General Obligation Refunding Bonds, Series 2015; providing for the award of the sale thereof in accordance with specified parameters; approving an official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Jarrett Atkinson, city manager, introduced the item, gave comments and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member David Glasheen, to approve Ordinance No. 2024-O0136.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

- 7. 3. Resolution - Finance:** Resolution No. 2024-R0474 authorizing the defeasance and redemption of Lubbock Preston Smith International Airport's outstanding General Obligation Refunding Bonds, Series 2019A; approving and authorizing the execution of an escrow agreement; and resolving other matters incident and related thereto.

Jarrett Atkinson, city manager, introduced the item, gave comments and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Council Member Brayden Rose, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2024-R0474.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

- 7. 4. Resolution - Finance:** Resolution No. 2024-R0475 authorizing the redemption of Lubbock Preston Smith International Airport's portion of the 2015 General Obligation Refunding Bonds.

Jarrett Atkinson, city manager, introduced the item, gave comments and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to approve Resolution No. 2024-R0475.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

- 7. 5. Resolution - Finance:** Resolution No. 2024-R0476 expressing intent to finance expenditures to be incurred in the General Fund, Internal Service Fund, Airport fund and Water/Wastewater Fund for various capital projects and equipment approved by the City Council in the Fiscal Year 2024-25 Operating Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

Jarrett Atkinson, city manager, introduced the item, gave comments and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member David Glasheen, to approve Resolution No. 2024-R0476.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

- 7. 6. Resolution - Finance:** Resolution No. 2024-R0477 authorizing publication of Notice of Intent to issue City of Lubbock, Texas, Water and Wastewater System Revenue Bonds, not to exceed \$66,000,000 for the following projects: Lake 7 Design and Land Acquisition, West Lubbock Water System Expansion, Pump Station 11B, East 50th Street Water Line Extension, Southwest Lubbock Sanitary Sewer Expansion and SEWRP Plant #4 Primary Clarifier Rehabilitation.

Jarrett Atkinson, city manager, introduced the item, gave comments and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to approve Resolution No. 2024-R0477.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

7. 7. **Resolution - Lubbock Power & Light:** Resolution No. 2024-R0478 authorizing the redemption of the outstanding Series 2015 Electrical Light and Power Systems Revenue Bonds.

Jarrett Atkinson, city manager, introduced the item, gave comments and answered questions from City Council. Harvey Hall, chief financial officer for LP&L, gave a presentation and answered questions from City Council.

Motion by Council Member David Glasheen, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2024-R0478.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

7. 8. **Board Appointments - City Secretary:** Consider appointments to the Airport Board, Animal Services Advisory Board, Capital Improvements Advisory Committee, Health/Educational Facilities Development Corporation Board, Keep Lubbock Beautiful Advisory Committee, Lubbock Economic Development Alliance, Inc. Board of Directors, Lubbock Emergency Communications District Board of Managers, Market Lubbock, Inc. Board of Directors, Model Codes & Construction Advisory Board, Planning & Zoning Commission, Veterans Advisory Committee, and the Zoning Board of Adjustment.

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

Airport Board: Reappointment of Eddie Harris; and the appointment of Trey Miller to replace Howard Thrash and Dina Jeffries to replace David Zwaicher.

Animal Services Advisory Board: Appointment of Camy York to replace Deborah Deary.

Capital Improvements Advisory Committee: Appointment of Victor Flores-Moguel to replace Alison Blalock.

Health/Educational Facilities Development Corporation Board: Reappointment of John Mammen and Marlise Boyles.

Keep Lubbock Beautiful Advisory Committee: Appointment of Johnny Zarazua to replace Sonya Garcia.

Lubbock Economic Development Alliance, Inc. Board of Directors: Appointment of Robert Taylor to replace Walter Cathey; Jordan Wheatley to replace Steven Brett Cate; and Mont McClendon to replace Chris Carpenter.

Lubbock Emergency Communications District Board of Managers: Reappointment of Nathan White.

Market Lubbock, Inc. Board of Directors: Appointment of Robert Taylor to replace Walter Cathey; Jordan Wheatley to replace Steven Brett Cate; and Mont McClendon to replace Chris

Carpenter.

Model Codes & Construction Advisory Board: Reappointment of Marvin White; and the appointment of Craig Ray to replace Robbie Moon; Brian Robertson to replace Alanna Watts; and Logan West to replace Robert Bichard.

Planning & Zoning Commission: Appointments to this board were postponed.

Veterans Advisory Committee: Appointment of Dr. John Martinez to replace Jeremy Seden.

Zoning Board of Adjustment: Appointment of Tracy Thomason to replace Christopher Coke.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Brayden Rose, to appoint and reappoint the aforementioned citizens to the Airport Board, Animal Services Advisory Board, Capital Improvements Advisory Committee, Health/Educational Facilities Development Corporation Board, Keep Lubbock Beautiful Advisory Committee, Lubbock Economic Development Alliance, Inc. Board of Directors, Lubbock Emergency Communications District Board of Managers, Market Lubbock, Inc. Board of Directors, Model Codes & Construction Advisory Board, Veterans Advisory Committee, and the Zoning Board of Adjustment.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

7. 9. Board Appointments - City Secretary: Consider appointments to the Electric Utility Board.

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

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to reappoint Dr. Craig Rhyne, Gwen Stafford, and Dr. Gonzalo Ramirez; and appoint Rhea Hill to replace Dan Odom.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

7. 10. Ordinance 1st Reading - Planning: Ordinance No. 2024-00137 and take action on the City of Lubbock Planning and Zoning Commission's final report of October 3, 2024, to the Lubbock City Council, on proposed amendments to the Unified Development Code (Ordinance No. 2023-00054) recommended for adoption, limited to the following:

1. Section 39.03.015.e – Ground cover Requirements
2. Table 39.03.016-2 – Bufferyard Classifications and Division 3.4 Trees, Landscaping, and Buffering
3. Table 39.03.015-1 Landscape Points System

4. Section 39.10.002 Definitions
5. Table 39.03.015-1 Landscape Points System
6. Section 39.03.019.a.6.B - Installation & Maintenance
7. Section 39.10.002 - Definitions
8. Appendix A Plant List and Chapter 39 – Unified Development Code
9. Section 39.03.019.a.2 – Installation and Maintenance
10. Section 39.03.016.e.1 – Bufferyard Standards
11. Section 39.03.014.b General Provisions and Table 39.03.014-1 Required Landscaping Types Summary
12. Table 39.03.015-1 Landscape Points System
13. Table 39.03.015-1 Landscape Points System
14. Section 39.03.016.e.3.B – Parking Bufferyard Standards
15. Section 39.03.019.e.6 - Installation and Maintenance
16. Table 39.03.014-1 – Required Landscaping Types Summary
17. Table 39.03.015-1 – Landscape Points System
18. Table 39.03.015-1 – Landscape Points System - Other
19. Section 39.03.016.e.4 – Street Bufferyard
20. Table 39.03.016-3 – Street Bufferyard Requirements
21. Section 39.03.016.e.3.A – Parking Bufferyard Standards
22. Section 39.03.016.e.3.B.i – Parking Bufferyard Standards - Composition
23. Section 39.03.019.d.6 - Installation and Maintenance
24. Section 39.03.015 – Development Landscaping
25. Section 39.03.015 – Development Landscaping
26. Figure 39.03.015-2 – Illustrative Parking Lot Planting Requirements
27. Section 39.03.016.d.1 - Composition of Bufferyards
28. Table 39.03.016-1 – District Bufferyard Standards

This item was amended.

Kristen Sager, director of planning, gave a presentation and answered questions from City Council. Matt Wade, city attorney, gave comments and answered questions from City Council.

Main Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member David Glasheen, to approve Ordinance No. 2024-O0137, as presented at the dais.

Motion to Amend by Council Member Brayden Rose, seconded by Council Member David Glasheen, to amend the Main Motion as follows:

- I move to amend the motion by replacing the proposed Amendment #23 (which is Section 39.03.019.d.6) with a new Amendment #23 as set forth in the handout I have distributed to you, which limits the amount of synthetic turf allowed to no more than 50% of the landscape surface area.

Vote on Motion to Amend

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

Vote on Main Motion with Amendment

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

- 7. 11. Ordinance 1st Reading - Public Works Water Utilities:** Ordinance No. 2024-O0138 amending Section 22.03.083 of the City of Lubbock Code of Ordinances, regarding deposit requirements and related exceptions for utility service.

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 approve Ordinance No. 2024-O0138.

Vote: 5 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

- 7. 12. Ordinance 2nd Reading - Wastewater Utility:** Ordinance No. 2024-O0133, amending the City of Lubbock Code of Ordinances, Chapter 22, "UTILITIES", to provide for establishing new definitions, delineating sewer line repair and maintenance responsibilities, amending the regulation for City participation for large mains, and repealing certain inapplicable provisions.

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

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0133.

Vote: 4 - 1 Motion carried

NAY: Council Member David Glasheen
Other: Mayor Mark W. McBrayer (ABSENT)
Council Member Gordon Harris (ABSENT)

- 7. 13. Public Hearing - Business Development:** Hold a public hearing for the City Council to consider the creation of a Tax Increment Reinvestment Zone for the North Park development area, whose boundaries include approximately 332.8 acres of land in a portion of the City of Lubbock, Lubbock County, Texas, generally bounded by Erskine Street to the north, North Winston Avenue to the east, West Loop 289 to the south, and Frankford Avenue to the west.

Public Hearing only.

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

City Council.

Mayor Pro Tem Christy Martinez-Garcia opened the public hearing at 2:06 p.m.

Cory Dulin, with AMD Engineering; Tai Kreidler, professional historian with the Texas Tech University Southwest Collections and executive director for the West Texas Historical Association; and Holle Humphries appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pro Tem Christy Martinez-Garcia closed the public hearing at 2:25 p.m.

2:26 P.M. CITY COUNCIL ADJOURNED

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

The October 8, 2024 Regular City Council Meeting minutes were approved by the City Council on the 5th day of November, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0139, Amendment 1, amending the FY 2024-25 Budget for municipal purposes respecting the Grant Fund, regarding Public Health Services, providing for filing; and providing for a savings clause.

Item Summary

On October 22, 2024, the City Council approved the first reading of the ordinance.

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

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

Fiscal Impact

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

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 1

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute the Department of State Health Services Grant Agreement Contract No. HHS001348300008 under the HIV Clinical HIV/STI Prevention in Community Health Centers Program, and all related documents, by and between the City of Lubbock, and the State of Texas Department of State Health Services.

Item Summary

The HIV Clinical HIV/STI Prevention in the Community Health Centers Contract is the second part of an existing Human Immunodeficiency Virus/Sexually Transmitted Infections (HIV/STI) grant from the Department of State Health Services (DSHS). The HIV Prevention Services Grant was initially awarded to the Public Health Department in January 2020, to support HIV prevention staff, testing supplies, advertising, and promotion. This funding expands access to HIV treatment and prevention services in a clinical setting, as well as increases our capacity to provide STI services through the creation of an express clinic model.

The contract is effective on January 1, 2025, and expires on December 31, 2025. This document requires an electronic signature.

Fiscal Impact

The total amount of this contract will not exceed \$345,283. A local match is not required for this contract.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Katherine Wells, Director of Public Health

Attachments

Resolution
Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the Department of State Health Services Grant Agreement Contract No. HHIS001348300008 under the HIV Clinical HIV/STI Prevention in Community Health Centers Grant Program, by and between the City of Lubbock and the State of Texas' Department of State Health Services, and all related documents. Said Grant Agreement Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Rachael Foster, Assistant City Attorney



TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

The Honorable Mark McBrayer
Mayor
City of Lubbock
1314 Ave K
Lubbock, Texas 79401

Subject: HIV Clinical HIV/STI Prevention in Community Health Centers
Contract Number: HHS001348300008
Contract Amount: \$345,283.00
Contract Term: 1/1/2025-12/31/2025

Dear Mayor McBrayer:

Enclosed is the HIV Clinical HIV/STI Prevention in Community Health Centers Contract between the Department of State Health Services and City of Lubbock.

The purpose of the Contract is to provide funding for the HIV Clinical HIV/STI Prevention in Community Health Centers Program.

Please let me know if you have any questions or need additional information.

Sincerely,

A. Mark Heinzke, CTCM
Contract Manager
Mark.Heinzke@dshs.texas.gov

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001348300008**

**UNDER THE
HIV CLINICAL HIV/STI PREVENTION IN COMMUNITY HEALTH CENTERS GRANT PROGRAM**

The parties to this agreement ("Grant Agreement" or "Contract") are the Department of State Health Services ("System Agency"), a pass-through entity, and City of Lubbock ("Grantee"), having its principal office at 1314 Ave K, Lubbock, Texas 79401 (each a "Party" and collectively the "Parties").

I. PURPOSE

The purpose of this Contract is to provide funding for the HIV Clinical HIV/STI Prevention in Community Health Centers Program.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to the grant from the Centers for Disease Control and Prevention (CDC-PS21-2103 - Integrated HIV Surveillance and Prevention Programs for Health Departments, Funding Opportunity Number: CDC-RFA-PS21-2103) and is authorized under sections 307 and 317(k)(2) of the Public Health Service Act. State funding for this Grant Agreement is authorized under the 2023 Texas General Appropriations Act, Article II, and Texas Health and Safety Code Chapters 81, 85, and 1001.

III. DURATION

This Contract is effective on January 1, 2025, and expires on December 31, 2025, unless sooner terminated or renewed or extended. System Agency, at its sole discretion, may extend this Contract for up to four (4) one-year renewals for a maximum term of five (5) years.

The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. STATEMENT OF WORK

Grantee shall perform services related to the HIV Clinical HIV/STI Prevention in Community Health Centers Grant Program in accordance with the requirements stated in **ATTACHMENT A, STATEMENT OF WORK**.

The RFA, including all addenda, is incorporated into and made a part of this Grant Agreement for all purposes and included as Attachment I.

V. BUDGET AND INDIRECT COST RATE

The total amount of this Contract will not exceed **\$345,283.00**. Grantee is not required to provide matching funds.

The total not-to-exceed amount includes the following:

Total Federal Funds: \$231,295.00

Total State Funds: \$113,988.00

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

VI. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

A. Mark Heinzke, CTCM
Department of State Health Services
1100 West 49th Street, MC 1990
Austin, Texas 78756
mark.heinzke@dshs.texas.gov

Grantee

Katherine Wells
City of Lubbock
1314 Ave K
Lubbock, Texas 79401
kwells@mylubbock.us

VII. NOTICE REQUIREMENTS

All notices given by Grantee shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the System Agency's Contract Representative identified above.

Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

With copy to:

Department of State Health Services
Attn: Office of General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, Texas 78756

Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid,

certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.

Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.

Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VIII. FEDERAL AWARD INFORMATION

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: LXDNEKWRVKJ6

Federal funding under this Contract is a subaward under the following federal award.

Federal Award Identification Number (FAIN): NU62PS924809

Assistance Listings Title, Number, and Dollar Amount:

HIV Prevention Activities Health Department Based - 93.940 - \$24,532,642.00

A. Federal Award Date: 07/17/2024

B. Federal Award Period: 08/01/2024 - 05/31/2029

C. Name of Federal Awarding Agency: Centers for Disease Control and Prevention

D. Federal Award Project Description: High-Impact HIV Prevention and Surveillance Programs for Health Departments

E. Awarding Official Contact Information:

Name: Mr. Ryan Springer

Title: Grants Management Specialist (GMS)

Email: rji2@cdc.gov

Telephone Number: (678) 475-4693

F. Total Amount of Federal Funds Awarded to System Agency: \$24,532,642.00

G. Amount of Funds Awarded to Grantee: \$231,295.00

H. Identification of Whether the Award is for Research and Development: No

IX. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

Unless expressly stated otherwise in this Contract, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other Contract documents.

ATTACHMENT A – STATEMENT OF WORK

ATTACHMENT B – BUDGET

ATTACHMENT C – CONTRACT AFFIRMATIONS – v 2.3

ATTACHMENT D – UNIFORM TERMS AND CONDITIONS – GRANT – v 3.3

ATTACHMENT E – DATA USE AGREEMENT – TACCHO VERSION
ATTACHMENT E-1 DUA SECURITY AND PRIVACY INQUIRY - v2
ATTACHMENT F – FEDERAL ASSURANCES – v 1.1
ATTACHMENT G – CERTIFICATION REGARDING LOBBYING
ATTACHMENT H – FFATA CERTIFICATION FORM

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT No. HHS001348300008 ARE
HEREBY INCORPORATED BY REFERENCE, AS IF PHYSICALLY ATTACHED:**

**ATTACHMENT I – SYSTEM AGENCY RFA No. HHS0013483 INCLUDING ALL
ADDENDA**
ATTACHMENT J – GRANTEE'S RFA RESPONSE

X. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,
CONTRACT NO. HHS001348300008**

**DEPARTMENT OF STATE HEALTH
SERVICES**

CITY OF LUBBOCK

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

ATTACHMENTS FOLLOW

**ATTACHMENT A
STATEMENT OF WORK
CONTRACT NO. HHS001348300008**

I. GENERAL REQUIREMENTS FOR ALL GRANTEES

A. Grantee shall comply with all applicable state and federal policies, standards, and guidelines, including, but not limited to:

1. DSHS HIV and STI Program Operating Procedures and Standards (POPS), including any revisions, located at <https://dshs.texas.gov/hivstd/pops>;
2. DSHS Policy Guidelines for Self-Collection and HIV Self-Testing Kits, including any revisions, located at <https://www.dshs.texas.gov/hivstd/>;
3. Any System Agency letters or memos with additional directions and policies; and
4. All applicable federal and state regulations and statutes, including but not limited to:
 - a. [Chapters 81](#) and [85](#) of the Texas Health and Safety Code;
 - b. [Chapter 94](#) of the Texas Health and Safety Code (related to education and prevention programs for hepatitis C);
 - c. Title 25 of the Texas Administrative Code (TAC), [Chapters 97](#) and [98](#), Subchapter C;
 - d. Texas Government Code [Section 531.02161](#) (related to delivery of an in-person service, requiring an option of that service via telecommunications or using information technology);
 - e. HIV/STI Program and HIV/STI Unit policies and procedures, including but not limited to [DSHS Policy 530.002](#) (related to prohibiting discrimination in program services), the [Program Operating Procedures and Standards](#), and the [HIV Prevention Program Reports and Forms](#), including applicable state law and rules, program policies, and any reporting requirements associated with all funding activities; and
 - f. [DSHS POPS Chapter 1.6](#) (related to implementing testing processes).

B. Grantee shall ensure activities begin no later than ninety (90) days following the Contract start date.

- C. Grantee shall incorporate condom promotion, education, and distribution into all program activities.
- D. Grantee shall establish, build, or maintain collaboration agreements (e.g., memoranda of understanding (MOUs), service agreements) with other community-based organizations and medical providers to ensure the delivery of comprehensive services across the care continuum. Grantee shall ensure that agreements with organizations center on services that serve eligible priority population(s). Grantee shall ensure that agreements are available to System Agency upon request.
- E. Grantee shall create a model for continuous community feedback, input, and engagement, such as a community advisory board, to assist with programmatic decision-making.
- F. Grantee shall participate in state and local HIV planning and evaluation activities and in local efforts to coordinate HIV prevention and treatment services. Grantee must use community assessments to evaluate and improve recruitment, outreach, and condom distribution strategies and tailor education and recruitment efforts to the priority population(s) they intend to serve.
- G. Grantee shall develop and implement campaigns and resources to provide education about comprehensive sexual health (e.g., HIV-related stigma, HIV vulnerability, and options for prevention such as Pre-Exposure Prophylaxis (PrEP) and Postexposure Prophylaxis (PEP), testing, care, and treatment). Campaigns may include online and social media activities. Grantee shall monitor and keep track of web analytics describing service-related posts on different media platforms. These shall be available to DSHS upon request for monitoring purposes.
- H. Grantee shall submit literature or materials Grantee plans to use in prevention activities funded by DSHS for review and approval by a locally constituted review panel that meets DSHS requirements found at <https://www.dshs.texas.gov/hivstd/info/pmrp.shtm>. Grantee must ensure that DSHS verifies and approves the content in publications partially or fully funded by this award, and that the Grantee acknowledges DSHS.
- I. Grantee shall deliver all services in a culturally responsive and sensitive manner, taking low health literacy into account, using the [National Standards for Culturally and Linguistically Appropriate Services \(CLAS\)](#) in Health and Health Care. Grantee must implement strategies to ensure that the program is culturally, linguistically, and educationally appropriate to meet the needs of the priority population(s) and that program staff have strong socio-cultural identification with the priority population(s).

- J. Grantee shall work cooperatively with DSHS, as may be reasonably requested, to participate in special projects, public health initiatives, and activities to raise awareness of innovative HIV prevention practices to meet the goals of the [Texas HIV Plan](#) at [Texas DSHS HIV/STD Program - HIV and STD Planning](#).
- K. Grantee shall ensure that funds supplement and do not duplicate existing prevention activities in the applicant's service delivery area.
- L. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the designated DSHS Contract Manager by email not later than October 15 of each year. 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 and do not include a capitalized asset, real property, an improvement to real property, or infrastructure.
- M. Grantee shall provide notification of budget transfer requests by submission of a revised Categorical Budget Form and Budget Change Request Form to the designated DSHS Contract Manager, highlighting the areas affected by the budget transfer. Grantee is advised as follows:
 - 1. For any transfer between budget categories, Grantee shall provide notification of transfer between budget categories by submission of a revised Categorical Budget Form to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance or rejection to Grantee by email;
 - 2. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Budget Change Request Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized, until an amendment is executed by the Parties; and
 - 3. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must be incorporated by amendment. Grantee shall submit timely written notification to DSHS Contract Representative

using the Budget Change Request Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized, until an amendment is executed by the Parties.

II. PROGRAM REQUIREMENTS

- A. Grantee shall deliver HIV/STI prevention and sexual health services in accordance with the most current standards and guidelines. These services include conducting initial and follow-up laboratory testing and prescribing medications. The staff providing clinical services must be appropriately supervised. Clinical standards and guidelines Grantee must follow are listed below.
1. Clinical STI prevention and treatment shall be provided in accordance with the most current [CDC Sexually Transmitted Disease Guidelines](#) as well as [POPS Chapter 12 - STI Clinical Standards | Texas DSHS](#) and [POPS Chapter 4 HIV Testing in STD Clinics](#).
 2. PrEP services shall be provided in accordance with the most current [CDC Clinical Practice Guidelines for Pre-Exposure Prophylaxis](#).
 3. Grantee must provide PEP clinical services in accordance with [CDC Guidelines for Antiretroviral Postexposure Prophylaxis after Sexual, Injection Drug Use, or other Nonoccupational Exposure to HIV](#). If Grantee cannot provide clinical PEP services, they should have a referral MOU to a local PEP provider or request a waiver for this specific requirement. The MOU shall be made available to System Agency upon request.
- B. Grantee shall assess client needs for HIV prevention, medical services, and social services by examining social and ecological factors that increase vulnerability to HIV, including but not limited to stability of housing, substance use, and mental health issues such as depression and trauma. Grantee must maintain referral agreements with providers of the services that are most likely to be needed by the priority population(s), including but not limited to unmet medical or prevention needs.
- C. Minimum clinical services Grantee shall provide as part of this activity will be outlined in [Program Operating Procedures and Standards](#). Additional services are recommended but optional based on Grantee's infrastructure, staffing, etc.
- D. Grantee shall develop patient care protocols, policies, and procedures for both express HIV/STI/HCV testing services and biomedical HIV prevention. Workflows and protocols should describe client eligibility for express testing and rerouting procedures for clients who require enhanced assessment. Policies should include a training plan and pharmacy plan for storage of STI treatments, such as PrEP medications and PEP medications, as applicable.

- E. Grantee shall be willing to share protocols, policies and procedures with other stakeholders and providers, as requested by DSHS.
- F. Grantee staff shall track clients who have completed their PEP regimen, documenting any barriers to completing PEP and how they will be linked to PrEP services, as appropriate.
- G. Grantee shall incorporate condom promotion and education, and ensure condoms are accessible and available wherever clinical services are conducted.
- H. If Grantee purchases PrEP and PEP medications with this award, Grantee must specify this in the workplan and budget. Grantee must develop policies and procedures defining eligibility for medications purchased with DSHS funds.
- I. If Grantee uses direct DSHS funds to assist clients in paying for health insurance co-pays, co-insurance and premiums, they must specify this in the workplan and budget. Programs must develop and provide policies that will determine eligibility for clients to receive this assistance.
- J. Grantee shall provide culturally relevant and competent care to members of priority population(s) and ensure that all members of groups vulnerable to HIV have access to biomedical prevention and comprehensive sexual health care that meets their unique needs and challenges.
- K. Grantee may provide services to more than one Health Service Delivery Area (HSDA), e.g., telehealth; however, programs must have at least one physical location within the HSDA(s) in which they are proposing to conduct services.
- L. Grantee shall ensure clients have access to basic education on biomedical HIV prevention options: oral PrEP, injectable PrEP, treatment as prevention (TasP) and PEP.
- M. Grantee must ensure sustainability of the Clinical HIV/STI program without depending solely on DSHS funding. Grantee shall develop plans to secure third-party reimbursement for screening or treatment, or both, for STIs and biomedical HIV prevention. Plans should summarize the third-party payment coverage or use of other program income and funds to comply with DSHS policy [590.001 DSHS Funds as Payment of Last Resort | Texas DSHS](#).
- N. Grantee shall ensure that clinicians maintain their licensures in accordance with their pertinent licensing boards.
- O. Grantee shall provide details of recommended and required training for all staff funded for this activity. DSHS may require additional training based on specific activities.
- P. Grantee shall have the ability to take general walk-in clients and be able to

prioritize time-sensitive HIV and STI services for clients in need of PEP or clients displaying symptoms of acute infection. In addition to walk-in services, appointment-based scheduling is allowed.

- Q. Grantee shall provide navigation to wrap-around services to increase the likelihood that clients will use PrEP and/or PEP effectively and safely. Examples of wrap-around services include: client intake and education; helping clients access medications; making referrals for needed health and social services; working with clients to boost adherence to treatment instructions; and providing prevention counseling and access to condoms, as outlined in federal guidelines.
- R. Grantee shall implement supportive services and activities using patient flows and staff roles that best serve clients and best fit their organizational structure and staffing. Workflows should prioritize timely delivery of HIV/STI prevention services according to standards and guidelines set forth by the Centers for Disease Control and Prevention (CDC) and other leading public health agencies.
- S. Grantee shall ensure staff will work with clients to promote adherence to treatment instructions. Grantee should consult federal guidelines referenced above for recommendations on adherence counseling. Grantee must ensure clients are reminded of service appointments and how the program will follow up with clients who have missed appointments. This follow-up may occur through telephone calls, emails, or SMS text messages. Grantee must have written policy and procedures for client notification.
- T. Grantee shall ensure that staff aid with obtaining treatment medications. Staff must understand how pharmacy benefits are typically structured in public and private insurance plans and be able to assist clients with accessing them. If clients are uninsured, staff must aid with applying for medical assistance programs or patient assistance programs offered by drug manufacturers. Staff shall screen uninsured clients for eligibility for public insurance or assist with enrollment into insurance marketplace plans during periods of open enrollment. Programs may also refer clients to qualified organizations that can assist them in eligibility determination and plan selection, or clients may be assisted by program staff who are appropriately trained to do so. Staff may assist clients in accessing medications for other acute or chronic conditions, but this is not required.

III. PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

- A. DSHS may make alterations to reporting systems and requirements or require the use of new reporting systems or collection methods at its sole discretion. In the event of such a change, DSHS will notify the Grantee at least thirty (30)

days in advance of the changed requirements, except in cases where the system in use suffers technical failure. DSHS will consider information submitted through the DSHS systems as the performance data of record in evaluating the attainment of goals and programmatic performance.

- B. Grantee must safeguard all confidential information accessed in the performance of this Contract in compliance with all applicable federal and state privacy, security, and breach notification laws and regulations, including without limitation the terms set forth in **Attachment E – HHS Data Use Agreement**.
- C. Grantee may include any data it obtains as a result of activities performed under this Contract in a report to a party other than DSHS, provided Grantee acknowledges DSHS in the report and that Grantee aggregates the data in such a way as to not identify any individual or personally identifiable information. Grantee may not use data for research purposes by themselves or for any other party without the prior written approval of DSHS' Institutional Review Board and pre-approval by the DSHS Program. Grantee may not share electronic data sets with other parties without the advance written approval of DSHS.
- D. In addition to the data privacy and security requirements set forth in **Attachment E – HHS Data Use Agreement**, Grantee must comply with all the following:
 1. The requirements for prevention data collection, submission, and quality assurance found in the DSHS data work plan located on the DSHS data resource website page at <https://www.dshs.texas.gov/hivstd/prevdata/>; and
 2. The following DSHS policies and procedures:
 - a. 2016.01 - TB/HIV/STI Section Confidential Information Security Procedures: <https://www.dshs.texas.gov/hivstd/policy/procedures/2016-01.shtm>;
 - b. 2012.01 – TB/HIV/STI Section Overall Responsible Party for TB/HIV/STI Surveillance Data: <https://www.dshs.texas.gov/hivstd/policy/policies/2012-01>;
 - c. 2011.01 - TB/HIV/STI Section Confidential Information Security: <https://www.dshs.texas.gov/hivstd/policy/policies/2011-01>;
 - d. 2011.04 – TB/HIV/STI Section Breach of Confidentiality Response: <https://www.dshs.texas.gov/hivstd/policy/policies/2011-04>; and
 - e. 302.001 - Release of TB/HIV/AIDS and STI Data: <https://www.dshs.texas.gov/hivstd/policy/policies/302-001>.

E. Grantee shall create policies and procedures to comply with the following:

1. [DSHS Local Responsible Party Handbook](#); and
2. [DSHS TB/HIV/STD Bi-Annual LRP Security Assessment](#).

F. Grantee shall submit data on program activities and client contacts via the systems, in the formats, and by the submission deadlines specified by System Agency. System Agency, at its sole discretion, may change the program reporting requirements or formats during the Project Period based on program evaluation or reporting needs.

G. Grantee shall ensure that all data submitted to System Agency is complete and accurate. Grantee shall conduct data quality assurance prior to monthly and quarterly submissions, following quality performance guidelines. Grantee shall document data quality assurance activities and make them available for review by System Agency upon request.

H. Grantee shall implement policies and procedures for the use of data in a secure manner that protects client privacy and prevents unauthorized access to and use of program data.

I. Grantee shall require every member of Grantee's staff and volunteers to sign an agreement pledging to abide by the Grantee's data security policies and procedures. Grantee shall maintain these written agreements and make them available to System Agency upon request.

J. Grantee shall immediately report breaches of confidentiality involving the program data reporting systems to DSHS and fully assist DSHS in any investigation resulting from such a breach.

K. Grantee shall comply with all requests by DSHS to inspect, or require copies of, any of the documentation referenced herein at any time, and comply with such requests in a timely manner. All documentation under this Contract will be readily available for inspection by DSHS staff during site visits.

IV. PROGRAM MONITORING AND PROGRESS REPORTS

Grantee shall:

A. Maintain written monitoring and evaluation records of all staff involved in program activities, including those of any subgrantees. DSHS may specify which evaluation and monitoring tools to use. Information related to quality assurance activities, along with any other documentation associated with activities under this Contract, is subject to review by the DSHS Program during program reviews and at any other time deemed necessary by System Agency.

- B. On an annual basis, develop an assessment tool and solicit feedback (e.g., client surveys) from clients served and create a summary of the client feedback for each program component. The feedback assessment tool and feedback summary shall be available for review by DSHS Program during site visits.
- C. Use collected data, together with input from clients and stakeholders, to improve services and ensure they meet the intended outcomes and emerging needs of the priority population(s).
- D. Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting.
- E. Follow the appropriate [DSHS POPS](#) by funding activity for quality assurance requirements.

Additionally, if the Grantee enters into any Agreement(s) with a subgrantee:

- F. Grantee shall be entirely responsible to System Agency for the performance of the subgrantee.
- G. Grantee shall adequately monitor the implementation of interventions and other grant-funded activities including, but not limited to, the efficient and effective use of resources by the subgrantee(s), the capacity and performance of subgrantee staff, and ensuring the subgrantee is properly collecting and reporting data. System Agency, at its sole discretion, may monitor the subgrantees' activities and conduct periodic site visits with prior notification to Grantee.
- H. Grantee shall maintain expertise in any subcontracted Project content, protocols, and methods, and provide technical assistance to subgrantee staff, as needed.
- I. Grantee shall individually, and with relevant subgrantee(s), cooperate with DSHS policies to address all concerns or problems identified during this Contract.

V. TRAINING REQUIREMENTS

Grantee shall:

- A. Authorize and require staff (including volunteers) to attend training, conferences, and meetings as directed by DSHS.
- B. Appropriately budget funds to meet training requirements in a timely manner, and ensure staff and volunteers are trained as specified in the training requirements listed at <https://www.dshs.texas.gov/hivstd/training> and as otherwise specified by DSHS. Grantee shall document that these training

requirements are met.

- C. Follow the appropriate DSHS POPS by funding opportunity for training and observation requirements.

VI. PERFORMANCE MEASURES

DSHS will solely hold Grantee responsible for the performance of all Grantee obligations and requirements in this Contract. Grantee shall not be relieved of its obligations for any nonperformance by its subgrantees or subcontractors, if any.

Grantee is subject to the DSHS performance monitoring activities throughout the duration of the Grant Project Period (Contract term). This evaluation may include a reassessment of Project activities and services to determine whether they continue to be effective throughout the grant term.

Grantee must regularly collect and maintain data that measures the performance and effectiveness of activities under this Contract, and within the timeframes specified in this Contract, or as otherwise specified by DSHS. Grantee must submit the necessary information and documentation outlined in **RFA Form E: Performance Measures and Standards** regarding all requirements, including reports and other deliverables, and will be expected to report annually or as additionally required adjustments are made on the following measures:

- A. Grantee must provide a Work Plan, **RFA Form F: Work Plan** and **RFA Form F-1: Clinical and Client Support Services**, that demonstrates how the recipient will fulfill the requirements described in the DSHS POPS and this Contract. DSHS may require Grantee to submit a more detailed Work Plan within the first six months of the Project Period. DSHS will offer supplemental guidance at the time of funding and work with funded programs during the first six months of funding to facilitate developing the Work Plan. The three aforementioned forms (E, F, and F-1) will be provided by System Agency to Grantee.
- B. Grantee (and each subgrantee or volunteer, if applicable) shall cooperate with direct monitoring by DSHS. DSHS will conduct monitoring via on-site or virtual visits and may or may not announce the visits. This monitoring may consist of the review of records and reports, interviews with staff, required forms, educational materials, and other materials pertaining to this project, including testing documents (if applicable).
- C. Grantee must submit required annual progress reports, in a format approved by DSHS and by deadlines given by DSHS, that include a cumulative data summary of its compliance with the performance measures for the appropriate activities detailed on **Forms F, F-1, and the Work Plan**, and a detailed response to all items listed in the report.

- D. Grantee must provide the above-referenced reports to hivstdreport.tech@dshs.texas.gov, with a copy to the designated DSHS Prevention Program Consultant. DSHS will regularly assess the performance of Grantee, including but not limited to compliance with program policies and procedures referenced herein, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports. Failure to comply with stated requirements and contractual conditions will constitute a breach of contract.
- E. If requested by DSHS, Grantee shall report on the progress towards completion of the Grant Project and other relevant information as determined by DSHS during the Grant Project Period. To remain eligible for renewal funding, if any, Grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that Grantee's activities and services effectively address and achieve the Project's stated purpose.

VII. REPORTING REQUIREMENTS

System Agency will monitor Grantee's performance, including, but not limited to, through review of financial and programmatic reports and performance measures.

Grantee shall submit the following reports by the noted due dates:

REPORT	REPORTING PERIOD	DUE DATE
LRP Security Assessment	January 1, 2025 – June 30, 2025	July 15, 2025
Financial Status Report	January 1, 2025 – June 30, 2025	July 31, 2025
LRP Security Assessment	July 1, 2025 – December 31, 2025	January 15, 2026
Financial Status Report	July 1, 2025 – December 31, 2025	January 30, 2026
Annual Progress Report	January 1, 2025 – December 31, 2025	February 13, 2026

**All reporting due dates may be subject to change based on CDC and System Agency reporting requirements.*

- A. Grantee shall submit the above-referenced LRP Security Assessment Reports to hivstdreport.tech@dshs.texas.gov with a copy to the designated DSHS Prevention Program Consultant.
- B. Grantee shall submit the above-referenced Financial Status Report (FSR-269A) to the following email addresses: FSRgrants@dshs.texas.gov and cmsinvoices@dshs.texas.gov simultaneously. The Final Financial Status Report is due no later than thirty (30) days following the end of each Contract term and the FSR-269A form can be found at: <https://www.dshs.texas.gov/sites/default/files/hivstd/contractor/prev/269-FSR.xlsx>.
- C. Grantee shall maintain an inventory of equipment, supplies, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee's Property Inventory Report to the DSHS Contract Representative and FSOequip@dshs.texas.gov by email not later than October 15 of each year.
- D. Grantee shall provide all applicable reports in the format specified by System Agency in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports, Financial Status Reports (FSRs) or other requested information may result in System Agency, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions under the Grant Agreement.

VIII. INVOICE AND PAYMENT

- A. Grantee shall submit invoices monthly, on the 30th day of the following month, or next business day if the 30th day falls on a weekend or holiday, to prevent delays in processing a subsequent month's invoicing. System Agency requires Grantee to submit, on a timely basis, a "zero dollar" invoice for a month in which it did not incur expenses. Grantee shall email invoices and System Agency provided voucher support documentation to invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov simultaneously. Invoices received after the 30th of the month, or the next business day, are subject to denial of payment.
- B. Unless otherwise directed by System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice no later than thirty (30) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency Program will monitor Grantee's expenditures on a biannual basis. If expenditures are below the

amount in Grantee's total grant award, Grantee's Budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

- D. Grantee will be paid on a cost reimbursement basis and in accordance with the budget for the corresponding year under this Contract. Payment shall be made in accordance with the terms and conditions of this Contract.
- E. Continued funding of the Contract in future years is contingent upon the availability of funds and the satisfactory performance of Grantee during the prior Contract period. Funding may vary and is subject to change each renewal period. Reimbursement will only be made for those allowable expenses that occur within the term of the Contract.

**ATTACHMENT B - BUDGET
CONTRACT NO. HHS001348300008**

Budget CY 2025 January 1, 2025 – December 31, 2025	
Budget Category	Category Total
Personnel	\$180,166.00
Fringe Benefits	\$82,876.00
Travel	\$8,950.00
Equipment	\$0.00
Supplies	\$27,076.00
Contractual	\$10,000.00
Other	\$36,215.00
Total Direct Costs	\$345,283.00
Indirect Costs	\$0.00
Total:	\$345,283.00

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HEALTH AND HUMAN SERVICES
Contract Number HHS001348300008
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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**ATTACHMENT E
HHS DATA USE AGREEMENT**

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR”).

**ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. *45 CFR 164.504(e)(1)-(3)*. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2.
DEFINITIONS**

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

- (A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

with all applicable laws, rules and regulations. **45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E).**

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F).**

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528.**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2).**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202.**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A)**.

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**.

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHS reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.



TEXAS
Health and Human
Services

**Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)**

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
2. Entity or Applicant/Bidder Legal Name	Legal Name: City of Lubbock Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 5906 Procurement/Contract#: HHS00013263 Address: PO Box 2000 City: Lubbock State: TX ZIP: 79457 Telephone #: (806) 775-2941 Email Address: kwells@mylubbock.us
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 47
4. Number of Subcontractors (If Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. Security Official: Legal Name: Christopher Wade Nelson Address: PO Box 2000 City: Lubbock State: TX ZIP: 79457 Telephone #: (806) 775-2390 Email Address: cwnelson@mylubbock.us
	B. Privacy Official: Legal Name: Christopher Wade Nelson Address: PO Box 2000 City: Lubbock State: TX ZIP: 79457 Telephone #: (806) 775-2390 Email Address: cwnelson@mylubbock.us

6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply) <ul style="list-style-type: none"> • Health Insurance Portability and Accountability Act (HIPAA) data • Criminal Justice Information Services (CJIS) data • Internal Revenue Service Federal Tax Information (IRS FTI) data • Centers for Medicare & Medicaid Services (CMS) • Social Security Administration (SSA) • Personally Identifiable Information (PII) 	HIPAA <input type="checkbox"/>	CJIS <input type="checkbox"/>	IRS FTI <input type="checkbox"/>	CMS <input type="checkbox"/>	SSA <input type="checkbox"/>	PII <input checked="" type="checkbox"/>
Other (Please List)						
7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.						Total # (Sum a-d) 4925
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.						4,900
b. Servers. Number of Servers that are not in a data center or using Cloud Services.						2
c. Cloud Services. Number of Cloud Services in use.						20
d. Data Centers. Number of Data Centers in use.						3
8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:						Select Option (a-d)
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more						<input checked="" type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
9. HIPAA Business Associate Agreement						
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?						<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)						<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>
10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'						
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?						<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>

<p>b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?</p>	<p> <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A </p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder have any Optional Insurance currently in place?</p> <p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p>	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A </p>

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):	<input checked="" type="radio"/> Yes <input type="radio"/> No
i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<p>No Electronic Systems</p> <p><input type="checkbox"/></p>
<p>For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.</p>	
<p>1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met?</p> <ul style="list-style-type: none"> a. The data is encrypted with FIPS 140-2 validated encryption b. The offshore provider does not have access to the encryption keys c. The Applicant/Bidder maintains the encryption key within the United States d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? <i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)*Please sign the form digitally, if possible. If you can't, provide a handwritten signature.*

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature

Katherine Wells Digitally signed by Katherine Wells
Date: 2024.01.16 09:51:41 -06'00'

3. Title**Director of Public Health****4. Date:**

1/16/24

To submit the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:**Agency(s):**HHSC: ☐DFPS: ☐DSHS: ☐**Requesting Department(s):****Legal Entity Tax Identification Number (TIN) (Last four Only):**

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PO/Contract(s) #:**Contract Manager:****Contract Manager Email Address:****Contract Manager Telephone #:****Contract Manager:****Contract Manager Email Address:****Contract Manager Telephone #:****Contract Manager:****Contract Manager Email Address:****Contract Manager Telephone #:****Contract Manager:****Contract Manager Email Address:****Contract Manager Telephone #:****Contract Manager:****Contract Manager Email Address:****Contract Manager Telephone #:****Contract Manager:****Contract Manager Email Address:****Contract Manager Telephone #:****Contract Manager:****Contract Manager Email Address:****Contract Manager Telephone #:****Contract Manager:****Contract Manager Email Address:****Contract Manager Telephone #:**

INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.

Item #2. Entity or Applicant/Bidder Legal Name. Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."

Item #4. Number of Subcontractors. Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:

- (1) Client Information;*
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

Item #7. Number of Storage devices for Texas HHS Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)
- **Item 7d. Data Centers.** Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.
- **Item #9b.** Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."

Item #10. Subcontractors. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.

- **Item #10a.** Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.

Item #11. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

other situations listed in this question. If you are not required to have this optional coverage, answer "N/A" A compliance plan is not required.

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
 - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
Refer to Article 4, Section 4.01:
Initial Notice of Breach must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:
 - within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information
 - within 24 hours of all other types of Texas HHS Confidential Information **48-hour Formal Notice** must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.
 - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
 - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not offshore their data.

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy>

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy>

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings>

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>.

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: <http://csrc.nist.gov/publications/fips>. If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://portal.msrc.microsoft.com/en-us/>

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/>

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies>

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

Attachment F

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

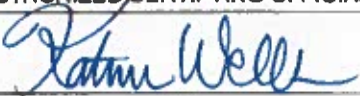
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Katherine Wells 	TITLE Director of Public Health
APPLICANT ORGANIZATION City of Lubbock	DATE SUBMITTED 01/16/2024

Attachment G**CERTIFICATION REGARDING LOBBYING****Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
City of Lubbock	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	* First Name: Katherine Middle Name:
* Last Name: Wells	Suffix:
* Title: Director of Public Health	
* SIGNATURE: Katherine Wells	* DATE: 01/15/2024



TEXAS
Health and Human
Services

Texas Department of State
Health Services

Attachment H

Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor:	FFATA Contact: (Name, Email and Phone Number):
Primary Address of Contractor:	Zip Code: 9-digits required www.usps.com
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:

Printed Name of Authorized Representative:	Signature of Authorized Representative
Title of Authorized Representative	Date Signed

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) 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.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes ☐ No ☐

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % 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 ☐

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 ☐

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the 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 ☐

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: 033D908DE7D34F7DABA0E9F90667BE69

Status: Sent

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Mark McBrayer

mmcbrayer@mylubbock.us

Mayor

Mylubbock.us

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Kirk Cole

kirk.cole@dshs.texas.gov

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A. Mark Heinzke mark.heinzke@dshs.texas.gov Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/7/2024 12:53:48 PM
Katherine Wells kwells@mylubbock.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/7/2024 12:53:49 PM Viewed: 10/7/2024 4:46:30 PM
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 2, amending the FY 2024-25 Budget for municipal purposes respecting the Civil Service Pay Scale; providing for filing; and providing for a savings clause.

Item Summary

I. Exhibit E of the FY 2024-25 Adopted Budget is hereby amended in accordance with Ordinance No. 2024-O0128 of said Exhibit E, to replace the page entitled "Fire Pay Plan (Kelly Shifts)", which is attached hereto and made a part of this ordinance for all purposes as it relates to the civil service pay scale. In accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service pay scale, as set forth in the Amendment, is hereby established by Ordinance.

Fiscal Impact

Exhibit E is hereby amended in accordance with Ordinance No. 2024-O0128 to replace the page entitled "Fire Pay Plan (Kelly Shifts)" to "24/48 Schedule". Additionally, the Fire Division Chief hourly pay scale increases have been reflected in accordance with the adopted FY 2024-25 Budget.

Staff/Board Recommending

Cheryl Brock - Interim Chief Financial Officer

Attachments

Budget Amendment 2

Exhibit E - Fire 24/48 Schedule

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CIVIL SERVICE PAY SCALE; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2024-25 (Budget Amendment #2) for municipal purposes, as follows:

- I. Exhibit E of the FY 2024-25 Adopted Budget is hereby amended in accordance with Ordinance No. 2024-O0128 of said Exhibit E to replace page entitled "Fire Pay Plan (Kelly Shifts)", which is attached hereto and made a part of this ordinance for all purposes as it relates to the civil service pay scale. In accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service pay scale, as set forth in the Amendment, are hereby established by Ordinance.

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

Exhibit E - Fire Pay Plan (24/48 Schedule)

Grade	Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
FCS6	Fire Division Chief																				
	H	50.846	51.051	51.255	51.460	51.663	51.869	52.074	52.280	52.482											
	B	5,389.68	5,411.41	5,433.03	5,454.76	5,476.28	5,498.11	5,519.84	5,541.68	5,563.09											
	A	140,131.58	140,696.56	141,258.78	141,823.76	142,383.23	142,950.96	143,515.94	144,083.68	144,640.39											
FCS5	Fire Battalion Chief																				
	H	45.680	46.039	46.397	46.756	47.112	47.472	47.827	48.188	48.546	48.902	49.276									
	B	4,842.08	4,880.13	4,918.08	4,956.14	4,993.87	5,032.03	5,069.66	5,107.93	5,145.88	5,183.61	5,223.26									
	A	125,894.08	126,883.48	127,870.13	128,859.54	129,840.67	130,832.83	131,811.21	132,806.13	133,792.78	134,773.91	135,804.66									
FCS4	Fire Captain																				
	H	39.731	40.026	40.323	40.620	40.915	41.214	41.509	41.808	42.104	42.402	42.697	42.993	43.290							
	B	4,211.49	4,242.76	4,274.24	4,305.72	4,336.99	4,368.68	4,399.95	4,431.65	4,463.02	4,494.61	4,525.88	4,557.26	4,588.74							
	A	109,498.64	110,311.66	111,130.19	111,948.72	112,761.74	113,585.78	114,398.80	115,222.85	116,038.62	116,859.91	117,672.93	118,488.71	119,307.24							
FCS3	Fire Lieutenant																				
	H	35.528	35.722	35.914	36.108	36.301	36.492	36.685	36.879	37.075	37.267	37.460	37.653	37.846	38.038	38.233					
	B	3,765.97	3,786.53	3,806.88	3,827.45	3,847.91	3,868.15	3,888.61	3,909.17	3,929.95	3,950.30	3,970.76	3,991.22	4,011.68	4,032.03	4,052.70					
	A	97,915.17	98,449.83	98,978.98	99,513.65	100,045.56	100,571.95	101,103.86	101,638.52	102,178.70	102,707.85	103,239.76	103,771.67	104,303.58	104,832.73	105,370.15					
FCS2	Fire Equipment Oper																				
	H	32.797	32.948	33.098	33.250	33.402	33.552	33.706	33.855	34.007	34.158	34.309	34.461	34.611	34.762	34.914	35.065	35.218			
	B	3,476.48	3,492.49	3,508.39	3,524.50	3,540.61	3,556.51	3,572.84	3,588.63	3,604.74	3,620.75	3,636.75	3,652.87	3,668.77	3,684.77	3,700.88	3,716.89	3,733.11			
	A	90,388.53	90,804.69	91,218.09	91,637.00	92,055.91	92,469.31	92,893.74	93,304.38	93,723.29	94,139.45	94,555.60	94,974.52	95,387.92	95,804.07	96,222.98	96,639.14	97,060.81			
FCS1	Fire Fighter																				
	H	24.246	24.652	25.059	25.467	25.875	26.281	26.688	27.098	27.503	27.910	28.317	28.725	29.131	29.541	29.947	30.353	30.760	31.169	31.575	31.982
	B	2,570.08	2,613.11	2,656.25	2,699.50	2,742.75	2,785.79	2,828.93	2,872.39	2,915.32	2,958.46	3,001.60	3,044.85	3,087.89	3,131.35	3,174.38	3,217.42	3,260.56	3,303.91	3,346.95	3,390.09
	A	66,821.98	67,940.91	69,062.60	70,187.05	71,311.50	72,430.44	73,552.13	74,682.09	75,798.27	76,919.96	78,041.65	79,166.10	80,285.04	81,415.00	82,533.93	83,652.87	84,774.56	85,901.76	87,020.70	88,142.39
FNCS1	Prob. Fire Fighter																				
	H	22.861																			
	B	2,423.27																			
	A	63,004.92																			

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer or fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a police officer or fire fighter with the City of Lubbock whether interrupted, or uninterrupted and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters then progress through steps in FCS1 annually. Progress through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Kelly shift rate (k)=Biweekly (40 hour)/112. Biweekly rate=Hourly*106. Annual rate=Biweekly rate*26. All conversions are approximate.

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Public Works Contract 16274, with ACME Electric Company, for the Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvements.

Item Summary

The purpose of the Southeast Water Reclamation Plant (SEWRP) Effluent Pump Station No. 2 Improvements Project is to upgrade mission-critical pumping and electrical components of the effluent pump station, to increase the efficiency and overall reliability of the Wastewater Treatment Plant operation.

Change Order No. 2 to Contract 16274 includes additional fiber lines, electrical conductor and fuse changes, high level strobe alarms, bypass pumping modifications, an insertion valve for piping isolation, and a bypass force main, for wastewater system reliability and functionality.

Staff recommends award of Change Order No. 2 to Contract 16274, with ACME Electric Company, for a cost of \$703,902.96, with an additional 180 days for substantial completion.

Fiscal Impact

Change Order No. 2 in the amount of \$703,902.96, is funded in Capital Improvements Project 92656, SEWRP Effluent Pump Station No. 2 Improvements.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Bailey Ratcliffe, P.E., Interim Director of Engineering/City Engineer

Attachments

Resolution

Change Order 2

Change Order 1

Original Contract

Location Exhibit

CIP 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, Change Order No. 02 to that certain Contract No. 16274 by and between the City of Lubbock and Acme Electric Company for the Southeast water reclamation plant effluent pump station No. 2 improvements as per RFP 22-16274-TF, and related documents. Said Change Order No. 02 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.ChgOrd#2 – SEWRP improvements Acme electric
10.16.24

Office of Purchasing and Contract Management

Change Order

Contract No: 16274	Contractor: Acme Electric Company
Change Order No: 002	Contract Title: Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvements
Bid/RFP No: RFP 22-16274-TF	Project No: 92656.9242.30000

"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 time 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 002 to contract 16274 has been submitted in response to Request for Change Proposals RCP-002, RCP-003, RCP-004, and RCP-006. These RCPs requested the contractor to submit the following Change Proposals:

- 1) CP-001 Fiber from Admin Bldg to EPS 2
- 2) CP-003 Electrical Conductor & Fuse Changes
- 3) CP-004 High Level Strobe/Horn
- 4) CP-005 Install New 36" 90-degree Bend, Bypass Modifications, 24" Temporary Force Main, 42" Insertion Valve, and 24" Tap on 36" Pipeline; This CP includes a 180-day time extension

This change order will result in an additional \$703,902.96 to the contract amount and an additional 180 days of construction time.







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:	\$6,791,000.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) \$50,000	\$703,902.96
	COST CENTER: 4545 ACCOUNT: 92656.9242.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	10.37%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$19,320.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	\$723,222.96
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	10.65%
G.	NEW CONTRACT AMOUNT (A+E):	\$7,514,222.96

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 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department):

 (1) Contractor	8/20/2024  Date (2) Project Architect/Engineer	08/20/2024 Date
 (3) Owner's Representative	11 Oct 2024  Date (4) Director of Purchasing & Contract Management	10.15.2024 Date
 (5) Capital Project Manager	10-15-24  Date (6) City Attorney	10-16-24 Date

Change Orders over \$50,000.00 require a Contract Cover Sheet and the following signatures:

(7) Mayor	Date	(8) City Secretary	Date
Council Date: _____ Agenda Item #: _____ Resolution #: _____			

Office of Purchasing and Contract Management

Change Order

Contract No: 16274	Contractor: Acme Electric Company
Change Order No: 001	Contract Title: Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvements
Bid/RFP No: RFP 22-16274-TF	Project No: 92656.9242.30000

"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 001 to contract 16274 has been submitted in response to Request for Change Proposal 001 and as a result of equipment delivery necessitating a contract time extension. RFCP-001 generally included electrical and instrumentation modifications and drainage improvements at the SEWRP, and is detailed further below:

1. See attached revised plan sheets E-7, E-12, E-14, E-15, E-21, PI-3, PI-4, PI-4A with revisions clouded. Revisions include addition of two PITs on the discharge header and modifications to the electrical configuration to change from a 4-wire 480Y/277V system to a 3-wire only 480V system.
2. Add Drainage Improvements to the contractor's scope of work near existing substations 1TM1 & 2TM1 which are located on the west side of the blower building.
 - i. Drainage Improvements shall consist of adding an 8-inch thick concrete curb around the northern, southern and eastern sides of the existing concrete equipment pad. See attached detail for adding curb to existing concrete pad. Top of concrete curb shall be 12-inches above adjacent grade.

This change order will result in an additional \$19,320.00 to the contract amount and an additional 244 days of construction time.





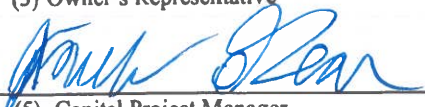

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations 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:	\$6,791,000.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) \$50,000	\$19,320.00
	COST CENTER: 4545 ACCOUNT: 92656.9242.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	0.28%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	\$19,320.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	0.28%
G.	NEW CONTRACT AMOUNT (A+E):	\$6,810,320.00

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 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department):

 (1) Contractor	1/03/2024 Date	 (2) Project Architect/Engineer	01/03/2024 Date
 (3) Owner's Representative	1/4/24 Date	 (4) Director of Purchasing & Contract Management	01/05/2024 Date
 (5) Capital Project Manager	1/4/2024 Date	 (6) City Attorney	1-8-24 Date

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. 16274 for Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvements as per RFP 22-16274-TF, by and between the City of Lubbock and Acme Electric Company of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on March 22, 2022.



DANIEL M. POPE, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

**PROPOSAL SUBMITTAL FORM
PRICE PROPOSAL CONTRACT**

DATE: 1/13/2022

PROJECT NUMBER: **RFP 22-16274-TF Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvements**

Proposal of Acme Electric Company (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 the **Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvements** 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.

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
1	Effluent Pump Station No. 2 Improvements				
1a	Mobilization*	1	LS	180,000	180,000
**** 1b	Effluent Pump Station No. 2 Improvements completely as shown in the plans and specifications excluding Pay Items: 1a, 1c, 1d, 1e, 1f, 2, 3, and 4	1	LS	\$4,333,500.00 4,423,500	\$4,333,500.00 4,423,500 6/1
1c	24" CHECK VALVE	4	EA	90,000	360,000
1d	24" BFV, MOTOR OPERATED	5	EA	45,000	225,000
1e	36" BFV, MOTOR OPERATED	2	EA	70,000	140,000
***** 1f	ADD MOTOR OPERATOR TO EXISTING 36"-42" BFVs	3 4	EA	40,000	\$120,000.00 160,000 6/1
1g	BYPASS PUMPING (FOUR 5 MGD PUMPS PER SPEC)	1	LS	280,000	280,000

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
Subtotal Base Proposal (Items 1a through 1g)					\$5,638,500.00 5,168,500.00
Add (+) or Deduct (-)***					
Total Base Proposal (Items 1a through 1g with add or deduct)					\$5,638,500.00 5,168,500.00
Name of Offeror		ACME ELECTRIC <i>per 2/4/2022</i>			

*Mobilization may not exceed 5% of total proposal

**Provision is made for Offeror to include an addition or deduction in their proposal, if they wish, to reflect any last minute adjustments in price. This addition or deduction will be applied to pay item 1b.

**** Revision to bid item 1b includes removing the requirement for temporary field office (specification 01 50 00), utilizing the existing feeder cable to UV3 instead of replacing, removing the requirement to install pullboxes and ductbanks 2, 12, and 13 shown on plan sheet E-24 and instead installing cable trays and conduits. *16*

***** Revision to bid item 1f includes removing all work associated with addition of motor operator to existing 42-in BFV (BFV-3001). *16*

Pump Proposal – Pump Selection Number 1

Note:

- 1) Contractor shall complete this form for a minimum of three (3) pre-approved pump suppliers he wishes to propose for Effluent Pump Station No. 2 Improvements.

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT PROPOSED
2	PUMP PROPOSAL				
2a	Furnish, test, deliver and provide competent service technician for two (2) 250 HP vertical turbine pumping units (EP-4001 & EP-4002), each with rated capacity as specified with one pump running to produce 5.5 MGD and 78 feet TDH with guaranteed wire to water efficiency of <u>62.84</u> % at <u>1488</u> rpm.	EA	2	260,000	520,000 ¹¹
2b	Furnish, test, deliver and provide competent service technician for one (1) 400 HP vertical turbine pumping units (EP-4004), each with rated capacity as specified with one pump running to produce 4.5 MGD and 101 feet TDH with guaranteed wire to water efficiency of <u>73.85</u> % at <u>1201</u> rpm.	EA	1	320,000	320,000
2c	Witness test of Pumping Units: Cost for witnessed tests of pumps for EPS No. 2 by two representatives of the Owner	LS	$\frac{0}{1}$ <u>1</u>	6,000	6000
	SUBTOTAL PUMP PROPOSAL (ITEMS 2a through 2c)				\$840,000.00
	Add(+) or Deduct (-)**				846,000
	TOTAL PUMP PROPOSAL (ITEMS 2a through 2c)				
*	Pump Supplier	FLOWA ✓			
*	Motor Supplier				

* Contractor is required to provide name of Pump and Motor supplier at time of proposal

** Provision is made for Offeror to include an addition or deduction in his proposal, if he wished, to reflect any last minute adjustments in price. This addition or subtraction will be applied to pay item 2a.

6/7 Offeror's Initials

ONLY ONE PUMP PROPOSAL RECEIVED

Pump Proposal – Pump Selection Number 2

Note:

- 1) Contractor shall complete this form for a minimum of three (3) pre-approved pump suppliers he wishes to propose for Effluent Pump Station No. 2 Improvements.

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT PROPOSED
2	PUMP PROPOSAL				
2a	Furnish, test, deliver and provide competent service technician for two (2) 250 HP vertical turbine pumping units (EP-4001 & EP-4002), each with rated capacity as specified with one pump running to produce 5.5 MGD and 78 feet TDH with guaranteed wire to water efficiency of _____ % at _____ rpm.	EA	2		
2b	Furnish, test, deliver and provide competent service technician for one (1) 400 HP vertical turbine pumping units (EP-4004), each with rated capacity as specified with one pump running to produce 4.5 MGD and 101 feet TDH with guaranteed wire to water efficiency of _____ % at _____ rpm.	EA	1		
2c	Witness test of Pumping Units: Cost for witnessed tests of pumps for EPS No. 2 by two representatives of the Owner	LS	1		
	SUBTOTAL PUMP PROPOSAL (ITEMS 2a through 2c)				
	Add(+) or Deduct (-)**				
	TOTAL PUMP PROPOSAL (ITEMS 2a through 2c)				
*	Pump Supplier				
*	Motor Supplier				

* Contractor is required to provide name of Pump and Motor supplier at time of proposal

** Provision is made for Offeror to include an addition or deduction in his proposal, if he wished, to reflect any last minute adjustments in price. This addition or subtraction will be applied to pay item 2a.

_____ Offeror's Initials

Variable Frequency Drive Proposal – Selection Number 1

Note:

Contractor shall complete this form for a minimum of two pre-approved VFD suppliers he wishes to propose for Effluent Pump Station No. 2 Improvements.

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT PROPOSED
3	VARIABLE FREQUENCY DRIVES				
3a	Furnish, test, deliver and provide competent service technician for two (2) 250 HP medium voltage variable frequency drives fully compatible with the proposed pumping units EP-4001 through EP-4002 with a guaranteed efficiency of <u>97</u> % at 100% speed and 80% load and <u>97</u> % at 100% speed and 100% load complete as specified herein.	EA	2	62,500. ⁰⁰	125,000. ⁰⁰
3b	Furnish, test, deliver and provide competent service technician for two (2) 400 HP medium voltage variable frequency drives fully compatible with the proposed pumping units EP-4004 through EP-4005 with a guaranteed efficiency of ____ % at 100% speed and 80% load and ____ % at 100% speed and 100% load complete as specified	EA	2	81,250	162,500. ⁰⁰
3c	Furnish, test, deliver and provide competent service technician for one (1) 75 HP medium voltage variable frequency drives fully compatible with the existing pumping unit NP-4001 with a guaranteed efficiency of ____ % at 100% speed and 80% load and ____ % at 100% speed and 100% load complete as specified	EA	1	25,000	25,000. ⁰⁰
3d	Cost for witnessed tests of Variable frequency drives for EPS No. 2 by two representatives of the Owner	LS	0 1	5,500.⁰⁰	5,500.⁰⁰
	SUBTOTAL VARIABLE FREQUENCY DRIVE PROPOSAL (Items 3a through 3d)				\$312,500.00 \$312,500.00
	Add(+) or Deduct (-)**				
	TOTAL VARIABLE FREQUENCY DRIVE PROPOSAL (Items 3a through 3d)				\$312,500.00
*	VFD Supplier	SQUARE D			

* Contractor is required to provide name of proposed pre-approved VFD supplier at time of proposal.

** Provision is made for Offeror to include an addition or deduction in his proposal, if he wished, to reflect any last minute adjustments in price. This addition or subtraction will be applied to pay item 3a.

66 Offeror's Initials

Variable Frequency Drive Proposal – Selection Number 2

Note:

Contractor shall complete this form for a minimum of two pre-approved VFD suppliers he wishes to propose for Effluent Pump Station No. 2 Improvements.

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT PROPOSED
3	VARIABLE FREQUENCY DRIVES				
3a	Furnish, test, deliver and provide competent service technician for two (2) 250 HP medium voltage variable frequency drives fully compatible with the proposed pumping units EP-4001 through EP-4002 with a guaranteed efficiency of ____% at 100% speed and 80% load and ____% at 100% speed and 100% load complete as specified herein.	EA	2	61,000.00	122,000
3b	Furnish, test, deliver and provide competent service technician for two (2) 400 HP medium voltage variable frequency drives fully compatible with the proposed pumping units EP-4004 through EP-4005 with a guaranteed efficiency of ____% at 100% speed and 80% load and ____% at 100% speed and 100% load complete as specified	EA	2	84,000	168,000
3c	Furnish, test, deliver and provide competent service technician for one (1) 75 HP medium voltage variable frequency drives fully compatible with the existing pumping unit NP-4001 with a guaranteed efficiency of ____% at 100% speed and 80% load and ____% at 100% speed and 100% load complete as specified	EA	1	47,500	47,500
3d	Cost for witnessed tests of Variable frequency drives for EPS No. 2 by two representatives of the Owner	LS	1		6,000
	SUBTOTAL VARIABLE FREQUENCY DRIVE PROPOSAL (Items 3a through 3d)				343,500
	Add(+) or Deduct (-)**				
	TOTAL VARIABLE FREQUENCY DRIVE PROPOSAL (Items 3a through 3d)				343,500
*	VFD Supplier	DANFOSS			

* Contractor is required to provide name of proposed pre-approved VFD supplier at time of proposal.

** Provision is made for Offeror to include an addition or deduction in his proposal, if he wished, to reflect any last minute adjustments in price. This addition or subtraction will be applied to pay item 3a.

6/2 Offeror's Initials

Alternate Bid Proposal

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
4	Alternate Bid Items				
4a	Furnish, test, deliver and provide competent service technician for one (1) 400 HP vertical turbine pumping units (EP-4003), with rated capacity as specified to produce 4.5 MGD and 101 feet TDH with guaranteed wire to water efficiency of <u>77.8%</u> at <u>1201</u> rpm.	1	LS	290,000	290,000
4b	Furnish, test, deliver and provide competent service technician for one (1) 400 HP medium voltage variable frequency drives fully compatible with the proposed pumping units EP-4003 with a guaranteed efficiency of ____% at 100% speed and 80% load and ____% at 100% speed and 100% load complete as specified	1	LS	100,000 ⁰⁰	100,000 ⁰⁰
4c	24" CHECK VALVE	1	EA	100,000	100,000
4d	24" BFV, MOTOR OPERATED	1	EA	52,000	52,000
4e	4"-CAV, 3"-PAV, AV Drain Piping, 24" -FCA, Miscellaneous Connection Piping and pipe supports needed to complete installation of EP-4003 as detailed in the plans.	1	LS	50,000	50,000
4f	Misc. Electrical (including but not limited to cable and conduit, instrumentation, and connections) to complete installation and start-up of VFD for EP-4003.	1	LS	40,00	40,000
Subtotal Alternate Bid Items Proposal (Items 4a through 4f)					632,000
Add (+) or Deduct (-)*					
Total Alternate Proposal (Items 4a through 4f with add or deduct)					632,000

*Provision is made for Offeror to include an addition or deduction in their proposal, if they wish, to reflect any last minute adjustments in price. This addition or deduction will be applied to pay item 4a.

B3 Offeror's Initials

TRILLIUM PUMPS V.S.A. FLOWWAY
QUOTE 15475



Pay Item 2a Selection 1

ATTACHMENT A

SUBMITTAL DATA SHEET - VERTICAL PUMPING UNITS (EP-4001/EP-4002)

Submit the following data with Proposal.

Pump Data

	EP-4001 & EP-4002
1. Pump Designation	VERTICAL TURBINE / PROUDCT LUBRICATED
2. Make and Type Design	1800 RPM
3. Rated Speed	62.64% (REDUCED SPEED)
4. Guaranteed W-W Efficiency at Evaluation Pt. (100% RPM)*	187KH
5. Bowl Size	1 STAGE
6. Number of Bowls	10.6" / 410 G. ASTM A743 GR CALUM
7. Impeller Diameter and Material	2.25" / 416 SS ASTM A562 TYPE 416
8. Bowl Shaft Diameter and Material	1.69" / 416 SS ASTM A562 TYPE 416
9. Line Shaft Diameter and Material	2.0" / 0.551" WALL THICKNESS
10. Column Pipe Outside Diameter and Thickness	4711 16-F
11. Maximum Shaft Thrust Load	3,820 GPM @ 1480 RPM
12. Rated Evaluation Capacity (Indicate Rated Speed)	78 FT @ 1480 RPM
13. Rated Evaluation Head (Same as above)	1,736 GPM @ 1146 RPM
14. Low Flow Duty Capacity (Indicate Speed)	65 FT @ 1146 RPM
15. Low Flow Duty Head (Same as above)	7,986 GPM @ 1800 RPM
16. High Flow Duty Capacity (Indicate Speed)	82 FT @ 1800 RPM
17. High Flow Duty Head (Same as above)	168.4 FT
18. Shut-off Head @ 100% Speed	248
19. Impeller Specific Speed	125% (IF FULL SPEED)
20. Maximum Backspin Speed	221 HP
21. Maximum Brake Horsepower	8.3 FT (EVALUATION FT)
22. NPSHr at Rated Head	TBD DURING SUBMITTAL
23. Max Allowable Operating Head at 100% Speed	TBD DURING SUBMITTAL
24. Min Allowable Operating Head (Indicate speed)	

Weights

1. Pump and Motor Stand	7,500 lbs
2. Motor	2,800 lbs
3. Complete Unit	10,300 lbs (ESTIMATED)

* W-W efficiency is defined as the completely assembled pump unit efficiency multiplied by motor efficiency at given speed to achieve evaluation point.



Pay Item 2a Selection 1

ATTACHMENT B

MOTOR SUBMITTAL DATA SHEET - VERTICAL PUMPING UNITS (EP-4001/EP-4002)

Submit the following data with shop drawing submittal of Motor:

Manufacturer	<u>KUDER / LIS / LIGOR</u>	Motor HP	<u>250</u>
Frame	<u>444</u>	Enclosure	<u>WPI</u>
Type	<u>RVSI4</u>	RPM	<u>1800</u>
Voltage	<u>460</u>	Phase	<u>3</u>
Starting Method	<u>DXL</u>	Hertz	<u>60</u>
Shaft Size	<u>2.375"</u>	Guaranteed Motor efficiency (%)	<u>95%</u>
Insulation Class	<u>F</u>	Duty	<u>CONT</u>
Full Load Amps	<u>270</u>	No Load Amps	<u>56.5</u>
Locked Rotor Amps	<u>1813.8</u>	Locked Rotor Torque	<u>80%</u>
Locked Rotor Torque	<u>80%</u>	% Breakdown Torque	<u>175%</u>
Locked Rotor KVA/HP	<u>5.97</u>	Rotor WK2 (lb-ft2)	<u>TBD SUBMITTAL</u>
NEMA Design	<u>N/A</u>		
Service Factor	<u>1.15</u>		
Inrush Current (% of Full Load)	<u>6.94%</u>		
Max Safe Stalled Time (seconds)	<u>TBD SUBMITTAL</u>		
Number of Safe Starts Per Day	<u>6</u>		
Number of Consecutive Starts	<u>2 COLD / 1 HOT</u>		
*Full Load Temp Rise, in Degree Celsius over 50 Celsius Ambient (at 1.0 S.F.)		<u>70</u>	
*Service Factor Temp Rise, in Degree Celsius over 50 Celsius Ambient (at 1.15 S.F.)		<u>80</u>	
*Limiting Temperature Rise			
Resistance (at 25° C):			
Bearings: Type/Size	<u>BALL</u>	Life	<u>44K</u>
Lubrication:	<u>OL/UPPER LUBRICATION / LOWER</u>		
Exhaust Air (CFM):	<u>TBD SUBMITTAL</u>	Exhaust Air Temp Rise (°F):	
Efficiency	Power Factor	Current	
1.15 S.F. Load	<u>95.3</u>	<u>90.7</u>	<u>311</u>
4/4 Load	<u>95.4</u>	<u>91.0</u>	<u>270</u>
3/4 Load	<u>95.6</u>	<u>90.5</u>	<u>203</u>
1/2 Load	<u>95.0</u>	<u>87.1</u>	<u>141</u>
1/4 Load	<u>92.0</u>	<u>73.1</u>	<u>87</u>
Vibration Alarm and Trip Set Point	<u>100.0 RTD'S BEARING & WINDING</u>		
RTD Types and Mounting	<u>RTD ALARM 120°C SHUTDOWN 130 WINDING ALARM 160°C</u>		
RTD Alarm and Trip Set Point	<u>85 DBA @ 1 METER</u>		
Motor Sound Power Level			
Maximum KVAR allowed for Power Factor without overexciting the motor	<u>38.3</u>		
Space Heater Voltage	<u>115</u>	Wattage	<u>200</u>

TRILLIUM PUMPS USA FLOWAY
QUOTE 154-7571



Pay Items 2b and 4a Selection 1

ATTACHMENT C

SUBMITTAL DATA SHEET - VERTICAL PUMPING UNITS (EP-4003/EP-4004)

Submit the following data with Proposal.

Pump Data

1. Pump Designation	EPS-4003 (Alternate) & EPS-4004
2. Make and Type Design	VERTICAL TURBINE / PRODUCT LUBRICATED
3. Rated Speed	1800 RPM
4. Guaranteed W-W Efficiency at Evaluation Pt. (100% RPM)*	73.85% (REDUCED SPEED)
5. Bowl Size	19 FKH
6. Number of Bowls	2 STAGE
7. Impeller Diameter and Material	10.91" / 410 SS ASTM A743 C12 C6NM
8. Bowl Shaft Diameter and Material	2.25" / 416 SS ASTM A582 TYPE 416
9. Line Shaft Diameter and Material	1.94" / 416 SS ASTM A582 TYPE 416
10. Column Pipe Outside Diameter and Thickness	20" / 0.551" WALL THICKNESS
11. Maximum Shaft Thrust Load	10,393 lb-F
12. Rated Evaluation Capacity (Indicate Rated Speed)	3,125 GPM @ 1201 RPM
13. Rated Evaluation Head (Same as above)	101 FT @ 1201 RPM
14. Low Flow Duty Capacity (Indicate Speed)	1,736 GPM @ 971 RPM
15. Low Flow Duty Head (Same as above)	75 FT @ 971 RPM
16. High Flow Duty Capacity (Indicate Speed)	5,905 GPM @ 1800 RPM
17. High Flow Duty Head (Same as above)	200 FT @ 1800 RPM
18. Shut-off Head @100% Speed	308 FT
19. Impeller Specific Speed	197
20. Maximum Backspin Speed	125% OF FULL SPEED
21. Maximum Brake Horsepower	370 HP
22. NPSHr at Rated Head	11.65 FT (EVALUATION PT)
23. Max Allowable Operating Head at 100% Speed	TBD DURING SUBMITTAL
24. Min Allowable Operating Head (Indicate speed)	TBD DURING SUBMITTAL

Weights

1. Pump and Motor Stand	8,200 lbs
2. Motor	2,800 lbs
3. Complete Unit	11,000 lbs (ESTIMATED)

- * W-W efficiency is defined as the completely assembled pump unit efficiency multiplied by motor efficiency at given speed to achieve evaluation point.



Pay Items 2b and 4a Selection 1

ATTACHMENT D

MOTOR SUBMITTAL DATA SHEET - VERTICAL PUMPING UNITS (EP-4003/EP-4004)

Submit the following data with shop drawing submittal of Motor:

Manufacturer	NIDE./US MOTOR.	Motor HP	400
Frame	449	Enclosure	NP1
Type	DVSI4	RPM	1800
Voltage	460	Phase	3
Starting Method	DL	Hertz	60
Shaft Size	2.375"	Guaranteed Motor efficiency (%)	95 @ FULL LOAD
Insulation Class	F	Duty	CONT

Full Load Amps	433	No Load Amps	81.6
Locked Rotor Amps	2760	Locked Rotor Torque	80%
Locked Rotor Torque	80%	% Breakdown Torque	200%
Locked Rotor KVA/HP	5.5	Rotor WK2 (lb-ft2)	TBD SUBMITTAL

NEMA Design

N/A

Service Factor

1.15

Inrush Current (% of Full Load)

637%

Max Safe Stalled Time (seconds)

TBD SUBMITTAL

Number of Safe Starts Per Day

6

Number of Consecutive Starts

2 COLD / 1 HOT START

*Full Load Temp Rise, in Degree Celsius over 50 Celsius Ambient (at 1.0 S.F.)

70

*Service Factor Temp Rise, in Degree Celsius over 50 Celsius Ambient (at 1.15 S.F.)

80

*Limiting Temperature Rise

N/A

Resistance (at 25°C):

Bearings: Type/Size BALL Life 44K HRS Lubrication: OIL/UPPER GREASE/LOWER

Exhaust Air (CFM): TBD SUBMITTAL Exhaust Air Temp Rise (°F): TBD SUBMITTAL

	Efficiency	Power Factor	Current
1.15 S.F. Load	95.3	89.7	504
4/4 Load	95.8	90.3	433
3/4 Load	96.6	90.4	322
1/2 Load	96.7	87.8	220
1/4 Load	95.6	74.8	131

Vibration Alarm and Trip Set Point

RTD Types and Mounting

RTD Alarm and Trip Set Point

Motor Sound Power Level

Maximum KVAR allowed for Power

Factor without overexciting the motor

Space Heater Voltage

1002 RTDs BRT & WINDING

BRT ALARM 120°C SHUTDOWN 130°C WINDING ALARM 120°C

8.5 dBA @ 1 METER

SHUT DOWN 130°C

55.3

Wattage

228

Pay Item 3 Selection 1
ATTACHMENT A
SUBMITTAL DATA SHEET FOR
26 29 23.11 LOW VOLTAGE VARIABLE FREQUENCY DRIVES

Submit the following data with the Bid Proposal and with the Shop Drawing submittal:

Pay Item 3a Selection 1

Item No.	Description	250 HP VFD (for EP-4001 & EP-4002)
1	Manufacturer Make and Model (series):	Square D by Schneider
2	Total Equipment Dimensions (inches)/unit: Width x Depth x Height	39.37 _W x 25.47 _D x 88.67 _H
3	Total Weight (lbs.)/unit:	800
4	VFD Efficiency @80% Load	97%
5	VFD Efficiency @100% load	97%
6	True Power Factor @25% Load	1.0
7	True Power Factor @50% Load	1.0
8	True Power Factor @75% Load	1.0
9	True Power Factor @100% Load	1.0
10	Heat Loss (Watts) per unit	7,680W

Pay Item 3b and 4b Selection I

Item No.	Description	400 HP VFD [for EP-4003 (alt bid), EP-4004 & EP-4005]
1	Manufacturer Make and Model (series):	Square D by Schneider
2	Total Equipment Dimensions (inches)/unit: Width x Depth x Height	<u>55.12</u> W x <u>26.17</u> D x <u>88.69</u> H
3	Total Weight (lbs.)/unit:	1550 lbs
4	VFD Efficiency @80% Load	97%
5	VFD Efficiency @100% load	97%
6	True Power Factor @25% Load	1.0
7	True Power Factor @50% Load	1.0
8	True Power Factor @75% Load	1.0
9	True Power Factor @100% Load	1.0
10	Heat Loss (Watts) per unit	12,387W

Pay Item 3c Selection I

Item No.	Description	75 HP VFD (for NP-4001)
1	Manufacturer Make and Model (series):	Square D by Schneider
2	Total Equipment Dimensions (inches)/unit: Width x Depth x Height	<u>31.5</u> W x <u>25.46</u> D x <u>85.79</u> H
3	Total Weight (lbs.)/unit:	800 lbs
4	VFD Efficiency @80% Load	97%
5	VFD Efficiency @100% load	97%
6	True Power Factor @25% Load	1.0
7	True Power Factor @50% Load	1.0
8	True Power Factor @75% Load	1.0
9	True Power Factor @100% Load	1.0
10	Heat Loss (Watts) per unit	5064w

Pay Item 3 Selection 2
ATTACHMENT A
SUBMITTAL DATA SHEET FOR
26 29 23.11 LOW VOLTAGE VARIABLE FREQUENCY DRIVES

Submit the following data with the Bid Proposal and with the Shop Drawing submittal:

Pay Item 3a Selection 2

Item No.	Description	250 HP VFD (for EP-4001 & EP-4002)
1	Manufacturer Make and Model (series):	Danfoss FC-202 Aqua Series
2	Total Equipment Dimensions (inches)/unit: Width x Depth x Height	72 W x 24 D x 88 H
3	Total Weight (lbs.)/unit:	3070
4	VFD Efficiency @80% Load	.98
5	VFD Efficiency @100% load	.98
6	True Power Factor @25% Load	≥ .90
7	True Power Factor @50% Load	≥ .90
8	True Power Factor @75% Load	≥ .90
9	True Power Factor @100% Load	≥ .90
10	Heat Loss (Watts) per unit	4525w

Pay Item 3b and 4b Selection2

Item No.	Description	400 HP VFD (for EP-4003 (alt bid), EP-4004 & EP-4005)
1	Manufacturer Make and Model (series):	Dan Foss FC -202 Aqua Series
2	Total Equipment Dimensions (inches)/unit: Width x Depth x Height	<u>72</u> W x <u>28</u> D x <u>88</u> H
3	Total Weight (lbs.)/unit:	4115 lbs
4	VFD Efficiency @80% Load	0.98
5	VFD Efficiency @100% load	0.98
6	True Power Factor @25% Load	≥ 0.90
7	True Power Factor @50% Load	≥ 0.90
8	True Power Factor @75% Load	≥ 0.90
9	True Power Factor @100% Load	≥ 0.90
10	Heat Loss (Watts) per unit	6850 W

Pay Item 3c Selection2

Item No.	Description	75 HP VFD (for NP-4001)
1	Manufacturer Make and Model (series):	Dan Foss FC202 Aqua Series
2	Total Equipment Dimensions (inches)/unit: Width x Depth x Height	52 W x 18 D x 86 H
3	Total Weight (lbs.)/unit:	1945 lbs
4	VFD Efficiency @80% Load	0.98
5	VFD Efficiency @100% load	0.98
6	True Power Factor @25% Load	≥ 0.90
7	True Power Factor @50% Load	≥ 0.90
8	True Power Factor @75% Load	≥ 0.90
9	True Power Factor @100% Load	≥ 0.90
10	Heat Loss (Watts) per unit	1750 W

Proposal Summary

Note:

- Contractor is required to select the proposals that he/she deems the lowest cost responsive Proposer for each Proposal Element and provide the information in the summary table below.
- The Owner reserves the right to select an alternate Offeror for a Proposal Element based on the evaluated criteria outlined in the contract documents.

Proposal Element	Name of Offeror	Price
1. TOTAL BASE PROPOSAL	ALMC ELECTRIC	\$5,638,500.00 5,768,500 ^{1.4}
2. TOTAL PUMP PROPOSAL *	FLOWAY	\$840,000.00 846,000 ^{1.1}
3. TOTAL VARIABLE FREQUENCY DRIVE PROPOSAL *	SQUARE D	\$312,500.00 318,000 ^{1.2}
4. TOTAL ALTERNATE BID ITEMS		632,000
OWNER CHOOSE TO INCLUDE ALTERNATE BID ITEMS (YES OR NO)	<input checked="" type="radio"/> YES <input type="radio"/> NO	25,500
TOTAL PROPOSAL FOR COMPLETE PROJECT		\$6,791,000.00 7,590,000 ^{1.5}

* Contractor is required to provide name of proposed pre-approved manufacturer/provider at time of proposal.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 585 (to Substantial Completion)

TOTAL CONSECUTIVE CALENDAR DAYS: 635 (to Final Completion)

(not to exceed 485 585 consecutive calendar days to Substantial Completion / 635 635 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 ~~485-585~~ **Consecutive Calendar Days** with **final completion** within ~~635~~ **635 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 \$3,000 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.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in

accordance with instruction number 29 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.

fb Offeror's Initials

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% GAB 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.**

Date: 1/13/2022

[Signature] [Signature] 1/14/2022
Authorized Signature

Barry Brown
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

[Signature]
Secretary

Acme Electric Company
Company
108 E 82nd St
Address
Lubbock, Lubbock
City, County
Texas, 79404
State Zip Code
Telephone: 806 - 745-7720
Fax: 806 - 745-3102
Email: bbrown@acmeelect.com
FEDERAL TAX ID or SOCIAL SECURITY
No.

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 12/13/21
Addenda No. 2 Date 12/10/21
Addenda No. 3 Date 12/15/21
Addenda No. 4 Date 1/7/2022

75-1450152

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)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-852259

Date Filed:
02/18/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Winston Electric, Inc. dba Acme Electric Company
Lubbock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

16274

Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brown, Barry	Lubbock, TX United States	X	

5 Check only if there is NO Interested Party.

☐


6 UNSWORN DECLARATION

My name is Barry Brown, and my date of birth is 07/05/1954.

My address is 10802 Memphis Dr. #3, Lubbock, TX, 79423, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Lubbock County, State of Texas, on the 18th day of February, 20 22.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2022-852259

Date Filed:
02/18/2022

Date Acknowledged:
02/25/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Winston Electric, Inc. dba Acme Electric Company
Lubbock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

16274

Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brown, Barry	Lubbock, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



As required by SECTION 1, Chapter 2051, SUBCHAPTER D, GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries 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.

Southeast Water Reclamation Plant Effluent Pump Station #2 Improvements Project

GIS and Data Services
 P.O. Box 2000, 1314 Avenue K Lubbock, Texas 79457
gisanddataservices@mylubbock.us

**City of Lubbock
Capital Project
Project Cost Detail
November 5, 2024**

Capital Project Number:	92656
Capital Project Name:	SEWRP Effluent Pump Station #2 Improvements

	<u>Budget</u>
<i>Encumbered/Expended</i>	
Design Contract 15208 w FNI	\$ 139,119
Amendment 1 Contract 15282 with FNI for final design	350,297
COL Staff Time	22,087
Project Advertisement	346
Construction Contract 16274 with ACME	6,791,000
Construction Phase Services with FNI	373,174
Change Order 1 with ACME Electric	19,320
<i>Agenda Item November 5th, 2024</i>	
Change Order 2 with ACME Electric	703,903
<i>Encumbered/Expended To Date</i>	<u>8,399,246</u>
<i>Estimated Cost for Remaining Appropriation</i>	
SEWRP Effluent Pump Station #2 Construction	<u>266,853</u>
<i>Remaining Appropriation</i>	<u>266,853</u>
Total Appropriation To Date	<u><u>\$ 8,666,099</u></u>



CIP 92656 SEWRP Effluent Pump Station #2 Improvements

Infrastructure Improvements

Project Manager: Greg Baier - Wastewater Treatment

Project Scope

This project includes the design, purchase, installation, and/or rehabilitation of exiting pumps, switch gear, and associated equipment to Effluent Pump Station #2 at the Southeast Water Reclamation Plant (SEWRP).

Project Justification

SEWRP Plant #3's EPS #2 was designed to pump large volumes of treated wastewater to the Lubbock Land Application Site (LLAS). New upgrades to the wastewater treatment process allowed the City to discharge Plant #4's treated wastewater to the stream and to Xcel's Jones Power Plant for reuse. The reduction in the volume being pumped to LLAS dramatically reduced the efficiency of the fixed speed pumps installed at EPS #2. Upgrading EPS #2 pumps with variable frequency drives and other components, will allow operators to optimize pump efficiency and save money associated with energy costs.

Project Highlights

Council Priorities Addressed:

In 1990, EPS #2 was designed and constructed to pump all treated wastewater from the Southeast Water Reclamation Plant (SEWRP) to the Lubbock Land Application Site (LLAS). Over the past decade, Plant 4 was upgraded to produce treated effluent that is stream quality. With this upgrade, the City began sending Plant 4 treated wastewater to the North Fork of the Double Mountain Fork of the Brazos River and to Xcel's Jones Power Plant. The reduction of effluent treated wastewater being pumped to LLAS via EPS #2's fixed speed pumps became much less efficient.

Project Dates

Design Start Date: 06/23/2020
Design End Date: 12/10/2022
Bid Date: 01/13/2022
Construction Start Date: 04/25/2022
Construction End Date: 01/20/24

Project History

- FY 2019-20 \$250,000 was appropriated by Ord. 2019-00129
- FY 2020-21 \$250,000 was appropriated by Ord. 2020-00123
- FY 2021-22 \$6,000,000 was appropriated by Ord. 2021-00126
- FY 2021-22 \$1,166,099 was appropriated by BCR# 2022-8
- FY 2022-23 \$300,000 was appropriated by Ord. 2022-00136
- FY 2024-25 \$700,000 was appropriated by Ord. 2024-00128

Project Location

Southeast Water Reclamation Plant

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$7,466,099	\$700,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$7,966,099	\$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
Water/Wastewater Fund Cash	\$1,716,099	\$700,000	\$0	\$0	\$0	\$0	\$0
Water/Wastewater Fund Revenue Bonds	\$6,250,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$7,966,099	\$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 - Public Works Wastewater: Consider a resolution authorizing the Mayor to execute Purchase Order 23105890, with James, Cook, Hobson, to purchase one Flygt Submersible Pump for use at the Plant 4 Intermediate Lift Station at the Southeast Water Reclamation Plant.

Item Summary

All wastewater entering the Southeast Water Reclamation Plant first passes through an intermediate lift station to begin the treatment process. Within the lift station, there are 4 large submersible pumps that pump sewage to the headworks area to begin screening the wastewater. Operation of these 4 pumps is critical for the continuous delivery of wastewater to the plant for initial treatment.

The design of the lift station requires pumps that are manufactured by Flygt pumps, which have proven reliability in the wastewater system. As a proactive approach to prevent catastrophic wastewater spilling into the adjacent creek, it is incumbent upon the City to purchase this pump as a backup for the in-service pumps, in the event of equipment failure.

As shown on the supporting price quote from the sole source vendor, James, Cook, Hobson (JCH), the approximate lead time to purchase this pump is 12-14 weeks after receipt of the order. In the event of an in-service failure, it is imperative to have a replacement pump on standby for immediate exchange, which is easily accomplished by City staff. This pump is an exact replacement that fits the existing piping precisely and is available from only one source, JCH. The unit cost for replacement is \$87,914.

Fiscal Impact

Purchase Order 23105890, with JCH, for \$87,914 is funded in Capital Improvements Project 92803, Water Reclamation Plant Replacement.

Staff/Board Recommending

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

Attachments

Resolution
PO 23105890 - JCH
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, the Sole Source Purchase Order Contract No. 23105890 for Flygt Pump for Plant 4 Intermediate Lift Station, by and between the City of Lubbock and James, Cooke and Hobson, Inc. of Albuquerque, New Mexico, 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:

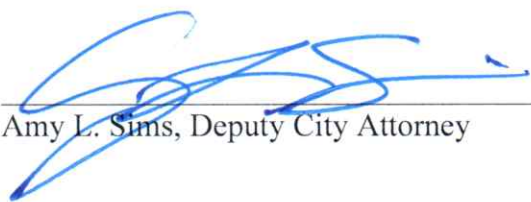
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Sole Source Purchase Order Contract 23105890 James Cooke Hobson



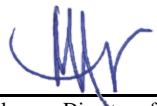
PURCHASE ORDER

Page - 1
Date - 10/8/2024
Order Number 23105890 000 OP
Branch/Plant 231

TO: JAMES, COOKE AND HOBSON, INC.
4210 HAWKINS ST NE
ALBUQUERQUE NM 87109-4510

SHIP TO: CITY OF LUBBOCK
WATER RECLAMATION PLANT
3603 GUAVA AVENUE
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 10/8/2024 Freight
Requested 11/15/2024 Taken By Y BUSBY
Delivery PER A ROSALES REQ 62343 PUR 18402/SOLE SOURCE

If you have any questions contact Angelica Rosales: ARosales@mylubbock.us Phone 806-775-3221

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
70HP Flygt NP3301-0134 Pump	1.000	87,914.0000	EA	87,914.00	11/15/2024
				Total Order	
Terms	NET 30				87,914.00

This purchase order encumbers funds in the amount of \$87,914.00 awarded to James, Cooke and Hobson, Inc. of Albuquerque, NM, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated September 27, 2024, from James, Cooke and Hobson, Inc. of Albuquerque, NM, and Sole Source.

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



Address: 102 Nena Amarillo, TX 79119
Phone: (806) 676-0017 Web: jchinc.com

9/27/24

Attention: Steven Baldwin

Subject: Quote for new Plant 4 Intermediate lift station pump

Steven,

Please use \$87,914.00 as your cost for a new 70hp Flygt Np3301.095-0134 pump for the Plant 4 Intermediate lift station. This pump will come with only on cable on it and the cable will have shielding on the inside of it that shields the power cable from the sensor leads. This important on these large pumps to protect the sensor circuit from induced voltage that may cause damage to the sensor circuit or the MiniCas relay.

Allow 12-14 weeks delivery ARO.

Price is FOB job site (no freight charges)

Terms are Net 30. The quote is valid for 90 days.

Please review the above carefully and feel free to call with any questions.
Thank you!

Mike Neill
Sales Engineer



Cell : 806-336-5913
Office : 806-641-8750
Email : Mike.neill@jchinc.com
www.jchinc.com





CIP 92803 Water Reclamation Plant Replacement FY 2022-23

Upgrade/Major Maintenance

Project Manager: Greg Baier - Wastewater Treatment

Project Scope

This project is for the purchase and installation of new equipment, modifying and/or rehabilitating existing equipment and piping systems. The project also includes other major maintenance activities at the Southeast (SEWRP) and Northwest Water Reclamation Plants (NWWRP). FY 2024-25 Continue to replace aging submersible pumps at intermediate lift station, headworks, and lift station 48, new multistage blower and electrical equipment, and new cameras at the SEWRP. FY 2023-24 Replace aging submersible pumps at intermediate lift station, headworks, and lift station 48. Replace single stage blower and new multistage blower for Plant #4, Replace chopper pumps at digester 8 and 9, Replace Pump Station #2 MCC roof, Replace equalization valve for equalization basin at NWWRP. FY 2022-23 – Southeast Water Reclamation Plant - Replace one blower on Plant #3. Replace check valves at Lift Station 48. Primary worm gear replacement.

Project Justification

Replacing aging infrastructure reduces emergency maintenance expenditures and system failures.

Project Highlights

Council Priorities Addressed:
Community Improvement

Project History

- FY 2022-23 \$1,000,000 was appropriated by Ord. 2022-00136
- FY 2022-23 \$100,000 reduced appropriation by BCR# 2023-7
- FY 2023-24 \$1,300,000 was appropriated by Ord. 2023-00108
- FY 2024-25 \$900,000 was appropriated by Ord. 2024-00128

Project Dates

Ongoing Maintenance

Project Location

Southeast and Northwest Water Reclamation Plants

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$2,200,000	\$900,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000
TOTAL	\$2,200,000	\$900,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Water/Wastewater Fund Cash	\$900,000	\$900,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000
ARPA Funding	\$1,300,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,200,000	\$900,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000

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 - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 18211 with Matthews Backhoe, Inc., and Contract 18327 with Intercon Demolition, Inc., for demolition services as needed, for City-owned buildings and structures.

Item Summary

The City of Lubbock issued a Request For Proposal via RFP 24-18211-TF, for demolition services for City-owned buildings and structures. The 4 responsive firms were evaluated using the following criteria: Qualifications/Experience - 50 points, Cost - 30 points, and References - 20 points. Evaluation committee members included staff from the Facilities Management Department. After final review, the following scores were provided.

Contractor	Points/100 pts
Matthews Backhoe Inc., Lubbock, Texas	78.65
Intercon Demolition, Lubbock, Texas	78.51
Hargrave Demolition, Slaton, Texas	71.67
JL Bass Construction, LLC, San Antonio, Texas	40.00

Facilities Management is recommending contracts with the 2 top-ranked proposers, Matthews Backhoe of Lubbock, Texas, and Intercon Demolition of Lubbock, Texas. Each contract will be for a term of one year, with the option of 4, one-year extensions, beginning with the date of formal approval.

The requested services may involve an entire project, a project phase, several projects, part of a project, or simply the provision of an opinion for use by City staff in the conduct of their respective job duties. The extent of services will be on an “as-needed” basis and priced according to the submitted pricing schedule. The City does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this RFP and resulting contract.

Fiscal Impact

Each contract is estimated annually at \$100,000. Each project is funded through the related capital and departmental accounts, as approved in their budgets.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Mark Zavicar, Director of Facilities Management

Attachments

Resolution Contract 18211

Contract 18211 Matthews Backhoe, Inc.

Resolution Contract 18327

Contract 18327 Intercon Demolition

18211 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. 18211 for demolition of various City of Lubbock owned facilities, by and between the City of Lubbock and Matthews Backhoe, 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:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Matthews Backhoe, Inc.
September 9, 2024

**City of Lubbock
Demolition of Various City of Lubbock Owned Facilities
Agreement**

This Service Agreement (this “Agreement”) is entered into as of the ___ day of _____, 2024 (“Effective Date”) by and between **Matthews Backhoe, Inc.** (the Contractor), and the City of Lubbock (the “City”).

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 24-18211-TF, Demolition of Various City of Lubbock Owned Facilities and

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Demolition of Various City of Lubbock Owned Facilities, upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal Price Sheet
4. Exhibit C – Insurance Requirements

Scope of Work

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

Article 1

- 1.1 The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.
- 1.2 All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
- 1.3 The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

- 1.4 A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.
- B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.
- C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.
- 1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

- 2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
- 2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
- 2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract insurance requirements document, this provision shall control.
- 2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
- 2.13 Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.
- 2.14 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
- 2.15 No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company

with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

- 2.16 Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- 2.17 Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
- 2.18 Confidentiality. The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.
- 2.19 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Mark Zavicar
Mark Zavicar, Director of Facilities Management

APPROVED AS TO FORM

Mitch Satterwhite
Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY:

Paul
Authorized Representative

Patrick Felcher
Print Name

PO Box 3187
Address

Lubbock Texas 79452
City, State, Zip Code

**City of Lubbock, TX
RFP 24-18211-TF
Demolition of Various City of Lubbock Owned Facilities**

Specifications

1 INTENT

- A. The City of Lubbock (hereinafter called "City") is seeking competitive sealed proposals from interested firms and individuals, (hereinafter called "offeror") to provide services for the demolition of various City owned facilities.
- B. Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.
- C. The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.
- D. The City of Lubbock is seeking a contract for demolition services with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. A decision to make a multiple award, however, is an option reserved by the City, based on the needs of the City.

2 PROJECT DESCRIPTION

It is the intention of these specifications that the vendor hereunder shall furnish and the City shall purchase demolition services, covered by this agreement which may be required during the period of time covered by this agreement. This contract is an on-call agreement for services on an as-needed basis. The quantities shown are approximate and are for the purpose of bid evaluation. The City reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the vendor, if it is found that such services are not required by the City during the period covered by this agreement.

3 TERM OF AGREEMENT

The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

4 MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS

- A. With regard to this contract, the City's representative, or his designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without

additional cost to the City. Upon notification by the Facilities Management Department or his designated representative, the Contractor will affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

- B. The City reserves the right to make unannounced periodic inspections of the work in progress.
- C. Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the City. **The Contractor shall secure and pay for any and all permits incidental to, requested or required by any City code or regulation, including Razing Permits.**
- D. Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by The City shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of The City, more advantageous to the City, shall govern.
- E. It is conditioned that the Contractor complies in all respects with the terms, conditions, and obligations of the agreement and his/her obligations thereunder including the specifications. In cases where delays are clearly not the Contractor's responsibility (such as scheduling inspections and the like), the Contractor is responsible for notifying the Facilities Management Department for explanation of procedures.
- F. The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her material and supplies.
- G. Written and electronic copies of final documentation is required on all projects.

5 INDEMNITY/WAIVER

Contractor shall indemnify, hold harmless, and defend the City of Lubbock, its officers, employees, elected officials, agents, and representatives (herein collectively referred to as "Indemnitees") from and against any and all liability, alleged liability, suits, action, legal proceedings, claims, or demands incurred as a result of, or in connection with, this Contract or the work to be performed hereunder, including cost of suit, attorneys' fees, and all other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this Contract, or the work to be performed hereunder, including such injury or harm as may be caused in part by any neglect, act, or omission of the Indemnitees, excepting only such injury or harm as may be caused solely by an act or omission thereof. Notwithstanding the foregoing, the Contractor specifically agrees to so indemnify, hold harmless, and defend the Indemnitees from and against any and all such liability, suits, action, legal proceedings, claims, or demands that may be made or pursued by an employee of Contractor, or of any subcontractor, or anyone acting on behalf of Contractor in connection with or incidental to this Contract which are alleged to be attributable to any condition of or upon the City's property, facilities, materials, or equipment, including where such condition and resulting injury is caused in part by any negligent act or omission of the Indemnitees, but excepting only such injury or harm as may be caused solely by an act or omission of the Indemnitees. Contractor agrees to waive any and all claims and suits covered by this indemnity agreement, and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstance against the Indemnitees.

6 SCOPE OF WORK

- A. Demolition services is identified as the demolition and removal of derelict property such as dwellings, apartment buildings, commercial buildings, garages, outbuildings, fences, sheds, roadways, curb and gutters, sidewalks, landscaping and brush, benches, walls, miscellaneous

structures, and general trash and debris. Demolition services also requires the abandonment of public and private utilities such as water, sewer, electric, utility poles, transformers, cabinets, and pedestals, and fuel tanks and lines.

- B. The work to be done under this contract includes, but is not limited to; the providing of all labor, materials, supervision, mobilization, equipment, fuel, equipment maintenance and repairs, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

7 INVOICES

Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. For dumping charges, the Contractor must include copies of the landfill scale tickets, both light and heavy. Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure.

Authorization to pay invoices will be given by the Facilities Management Department, or his authorized representative, prior to payment of invoices. The City may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the City from loss on account of:

- I Defective work not remedied.
- II Claims filed or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.
- III Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- IV A reasonable doubt that the Contract can be completed for the balance then unpaid.
- V Damage to another Contractor.
- VI Failure of the Contractor to submit data required within the time limits stated in the Contract Documents. When the above grounds are removed, payment shall be made for amounts withheld because of them.

8 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, he/she shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within the guarantee period. The City shall give notice to observed defects with reasonable promptness.

9 ESTIMATE OF WORK AND NOTICE TO PROCEED

- A. Contractor shall complete a project cost form for each project (Exhibit "A"), for approval by the City.
- B. The City shall complete a notification to proceed letter. Contractor shall sign an acknowledgement copy and return to the City prior to commencing any work.

10 LOCATION OF WORK AND EXISTING CONDITIONS

The work sites are located at various City locations within the boundaries of the City.

11 WORK HOURS, DELIVERY OF EQUIPMENT AND MATERIALS, PROPERTY PROTECTION

- A. It shall be the Contractors' responsibility to see that all equipment, tools, and materials are delivered within or adjacent to the area of work as specified by the City.
- B. All work shall be performed between the hours of 7:00 A.M. – 5:00 P.M., Monday through Friday. Weekends and the following 10 holidays designated by the City are excluded:

New Year's Day – January 1	Memorial Day – Last Monday in May	Friday after Thanksgiving (Fourth Friday in November)
Martin Luther King Day – Third Monday in January	Independence Day – July 4	Christmas Eve – December 24
Good Friday – Friday before Easter	Labor Day – First Monday of September	Christmas Day – December 25
	Thanksgiving Day – Fourth Thursday in November	

- C. The work described in this specification shall be done with the least inconvenience to the City Government. Vehicle must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the user agency.
- D. The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damage during the course of this contract shall be repaired or replaced to the satisfaction of the City or its designated representative, and the user agency.

12 CHANGES TO THE CONTRACT

The Contractor will notify the City or its designated representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the City or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the City. Any additional cost on the project must be submitted in writing by the Contractor and an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The City assumes no responsibility for oral instructions or suggestions.

13 DEMOLITION AND DEBRIS REMOVAL

The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a City representative, shall remove such debris and materials from City property. The Contractor shall leave all affected areas as they were prior to beginning work.

14 UTILITIES

The City shall make available all required utilities to the Contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption (s) caused by the Contractor and repair thereto, shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated

with the City, or its authorized representative, for approval prior to use on any job under this contract.

15 POTENTIALLY HAZARDOUS MATERIALS

If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of the bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.

16 MATERIALS AND INSTALLATION

- A. It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
- B. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on City property shall fully conform to all local, state, and Federal safety regulations. The Contractor is solely responsible for contacting utilities to identify all underground utilities, electrical power and communications (phone and data) lines and cables, and water and sewer lines. If the Contractor wishes to have temporary toilet facilities on site they shall comply with all City and State Health Department requirements. All toilet facilities shall be chemical holding tank type.
- C. The Contractor shall obtain the permission of the City representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Contractor shall be held responsible for any and all accidents caused by negligence from this source. The City institution does not accept responsibility for losses of material or equipment regardless of approval to store in any of the City's facilities or grounds.
- D. The City, or its authorized representative shall contact the Contractor when there are derelict building(s) and/or structure(s) to be razed. The Contractor has twenty-four (24) hours to report to the work site. The Contractor shall review the job with the Owner's Representative, or his authorized representative, and prepare a written estimate based on the items of work. This estimate shall be submitted to the City within seventy-two (72) hours.
- E. The Contractor shall have seven (7) calendar days to apply for all permits associated with the job after issuance of the contract release order for that job. The Contractor shall mobilize on the job site within ten (10) calendar days after issuance of the Razing Permit and begin work.
- F. The Contractor cannot sub-contract all or any portion of the work assigned under this agreement. All work must be performed by the Contractor's razing and earth moving work forces.
- G. For these services, sub-contracting is allowed and the Contractor must bind the sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractor to the City.
- H. If the Contractor foresees that he/she is going to exceed the original estimate, he/she must notify the Facilities Management Department, or its authorized representative, for approval in order to proceed on the additional work. The City shall not pay for additional work if the Contractor performs the work without the City's approval.

17 TEMPORARY SUSPENSION OF WORK.

During the progress of any work, the Contractor may suspend work via written permission of the Facilities Management Department, or his designated representative, wholly or in part, for such period or periods as deemed necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to

stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impeded the public unnecessarily, nor become damaged in any way, and they shall take every precaution to prevent damage or deterioration of the work performed. When conditions warrant resumption of work on the project, the Contractor shall notify the Facilities Management Department, or its designated representative, twenty-four (24) hours in advance and shall proceed with the work only when and if authority is granted by the Facilities Management Department, or his designated representative. Any work performed without approval by the Facilities Management Department, or his designated representative, will be at the Contractor's risk, and he shall be held liable for removal of any such work.

18 DEMOLITION

- A. Completely dismantle and demolish all of the structure and improvements located on said parcels not within the public right of way.
- B. All utilities, including sanitary sewer outlets, shall be capped after the structure has been removed.
- C. A. It shall be the responsibility of the Contractor to verify or to determine the location of all underground utilities and structures in the immediate vicinity of his operations which are to remain and to exercise all due precautions to prevent damage to them. Should any damage to utilities or structures occur as a result of the Contractor's operations, the Contractor shall, at his own expense, restore condition which existed before damage occurred.
- D. All foundation slabs, parking lots and sidewalks shall be removed.
- E. Septic tanks, storm cellars, etc. shall be filled with authorized fill material and need not be removed.
- F. Contractor shall utilize wet demolition techniques during all demolition work at the site. Contractor shall ensure that no visible emissions (visible dust) are created during the project. All debris loads leaving the premises shall be covered with a tarpaulin or sprayed with water to minimized dust loss during transportation.
- G. Before starting demolition, the owner, agent or contractor must assure all utilities are disconnected.
- H. Improvements shall not be moved to or reassembled in any other or new location unless approved by the Building Official.

19 REMOVAL

- A. Removal of all material, debris, other improvements (i.e. fences, etc.) from said parcel or parcels and any structure thereon so that the property will be cleared of all such improvements.
- B. Underground fuel tanks shall be removed from site; excavation shall be filled with authorized fill material of adequately compacted earth.

20 DISPOSAL

The disposal facility shall be an Environmental Protection Agency approved treatment and storage or disposal facility. The Contractor must supply to the City a Certificate of Disposal and Destruction and a copy of the completed manifest (signed off by all handlers of the waste) for each shipment of hazardous waste generated under this contract. No invoices shall be paid by the City until both documents have been provided by the Contractor to the City's Representative, or his authorized representative.

21 TIMEFRAME FOR EACH PROJECT

The Contractor shall demolish and remove all material from said parcel within the timeframe agreed upon with the City's representative after written receipt of notification to proceed with work.

22 AUTHORIZED FILL MATERIAL

- A. Shall be free of all organic materials, including wood, upholstery or bedding materials, cloth, paper, trash etc.
- B. Concrete, stone or brick masonry assemblies, etc. are permitted in fill if this material and other rubble are covered with earth, permitting a use of more of a raked-clean condition (Suggest two (2) feet topsoil).

23 HAZARDOUS WASTE ABATEMENT AND DISPOSAL REGULATIONS

As new and revised regulations are published by governmental authorities, they become a part of this specification at the time of their effective date. All hazardous materials abatement packaging, transport, and disposal must be performed in strict compliance with all applicable local, state, and federal regulations, latest edition. The Contractor must maintain all licenses and certifications, in accordance with these regulations, which must be current for the entire term of this agreement.

24 FINISHED SITE

- A. The ground shall be left in a clean (raked) condition and without any debris, trash etc.; and suitable for maintenance such as mowing by others.
- B. The site shall be graded to provide adequate drainage; ponding of water will not be permitted.

25 ADDITIONAL REQUIREMENTS

- A. Contractor MUST schedule a meeting with the Facilities management Department at the jobsite 24 hours prior to agreeing upon a timeframe for completion with the City.
- B. The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances, but not limited to the Wage Determinations listed herein.

Notice: The City reserves the right to remove any fixtures or personal property from the premises prior to demolition of the structure. Award of a contract for demolition does not automatically entitle an owner, agent, or contractor to possession of property which is present in the structure at the time the contract is awarded.

EXHIBIT "A"

DEMOLITION PROJECT COST FORM

PROJECT: _____

BUILDING:

Main floor _____ sq. ft. @ \$ _____ = \$ _____

Upper floor _____ sq. ft. @ \$ _____ = \$ _____

Floor _____ sq. ft. @ \$ _____ = \$ _____

Basement _____ sq. ft. @ \$ _____ = \$ _____

CONCRETE SLAB: _____ sq. ft. @ \$ _____ = \$ _____

OTHER (SPECIFY SERVICE):

_____ @ \$ _____ = \$ _____

_____ @ \$ _____ = \$ _____

_____ @ \$ _____ = \$ _____

TOTAL FIRM LUMP SUM FEE \$ _____

CONTRACTOR

TITLE

DATE

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Rates Fringes

CEMENT MASON/CONCRETE

FINISHER (Paving & Structures)...\$ 13.55 **

ELECTRICIAN.....\$ 20.96

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.36 **

Structures.....\$ 13.52 **

LABORER

Asphalt Raker.....\$ 12.28 **

Flagger.....\$ 9.30 **

Laborer, Common.....\$ 10.30 **

Laborer, Utility.....\$ 11.80 **

Work Zone Barricade

Servicer.....\$ 10.30 **

POWER EQUIPMENT OPERATOR:

Asphalt Distributer.....\$ 14.87 **

Asphalt Paving Machine.....\$ 13.40 **

Broom and Sweeper.....\$ 11.21 **

Crane, Lattice Boom 80

Tons or Less.....\$ 16.82 **

Crawler Tractor Operator....\$ 13.96 **

Excavator, 50,000 lbs or

less.....\$ 13.46 **

Front End Loader Operator,

Over 3 CY.....\$ 12.77 **

Front End Loader, 3CY or

less.....\$ 12.28 **

Loader/Backhoe.....\$ 14.18 **

Mechanic.....\$ 20.14

Milling Machine.....\$ 15.54 **

Motor Grader, Rough.....\$ 16.15 **

Motor Grader, Fine.....\$ 17.49

Pavement Marking Machine....\$ 16.42 **

Reclaimer/Pulverizer.....\$ 12.85 **

Roller, Asphalt.....\$ 10.95 **

Roller, Other.....\$ 10.36 **

Scraper.....\$ 10.61 **

Spreader Box.....\$ 12.60 **

Servicer.....\$ 13.98 **

Steel Worker (Reinforcing).....\$ 13.50 **

TRUCK DRIVER

Lowboy-Float.....\$ 14.46 **

Single Axle.....\$ 12.74 **

Single or Tandem Axle Dump..\$ 11.33 **

Tandem Axle Tractor with

Semi.....\$ 12.49 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

City of Lubbock
RFP 24-18211-TF
Demolition of Various City of Lubbock Owned Facilities
Proposal Price Sheet

EXHIBIT B

				Matthews Backhoe, Inc.	
				Lubbock, TX \$406,000.00	
				Unit	Total
#	Description	QTY (+/-)	UOM	Price	Cost
General					
#1-1	Removal and Disposal of Misc. Buildings/Structures. Unit quotation includes the removal and disposal of misc. Buildings (wood, masonry or metal) such as but not limited to agricultural/animal barns, outhouses, sheds, garages, concrete frame and wood siding, composition siding, stucco siding, brick siding, stone siding, concrete block, plants, shrubs, trees less than 15 feet in height, fences, walls, foundations, footings, steps, slab floors, curbing, flatwork, decks, sheds, spas (not associated with pool), covered and uncovered patios, removal of all debris and septic tanks and cesspools, capping of sewer lines. Backfilling and grading as specified herein.	1,500	SF	\$2.50	\$3,750.00
#1-2	Removal of Foundations, Footings, Steps, Curbing, Portland Cement Concrete or Asphaltic Concrete Flatwork, including, but Not Limited to, Driveways and Walkways. The unit quotation is based on the square footage of the foundations, footings, steps, and flat work that are not being removed under the specification. The unit quotation includes removal and disposal of all of the following, at the discretion of, and as designated by City's Representative, from the lot/site: Plants, shrubs, trees less than 15 feet in height, fences, walls, and removal of all debris. Unit quotation also includes back filling and grading required as a result of any excavation and as specified herein.	25,000	SF	\$2.30	\$57,500.00
#1-3	Removal, Backfill and Grading of Basements. The unit quotation includes compensation for backfill material as specified in this contract, and removal and disposal of all of the following, at the discretion of, and as designated by City's Representative: basement walls, floors and footings, as specified herein.	15,000	TON	\$9.50	\$142,500.00
#1-4	Removal of Non-Residential Buildings and/or Covered Areas, including Attached and Detached Garages and Carports. The unit quotation is based on the square footage of the non-residential building and covered areas, including attached and detached garages and carports. The unit quotation includes removal and disposal of all of the following, at the discretion of, and as designated by the City's Representative, from the non-residential lot/site: Plants, shrubs, trees less than 15 feet in height, fences, walls, foundations, footings, steps, slab floors, curbing, retaining walls, concrete flat work, decks, sheds septic tanks and cesspools, capping of sewer lines, and removal of all debris. Unit quotation also includes back filling and grading required as a result of any excavation and as specified herein.	75,000	SF	\$2.00	\$150,000.00
#1-5	National Emission Standards for Hazardous Air Pollutants (NESHAP) demolition and waste hauling.	300	CY	\$145.00	\$43,500.00
#1-6	Interior demolition only of facilities	2,500	SF	\$3.50	\$8,750.00

**City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form**

The City of Lubbock reserves the right to accept or reject any and all.

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this proposal to the above firm?

☐ YES ☒ NO

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT

INSURANCE REQUIREMENTS

I, the undersigned Vendor certify that the insurance requirements this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

TEXAS GOVERNMENT CODE 2274

By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

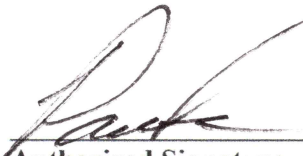
If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the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

VENDOR ACKNOWLEDGEMENT

In compliance with this procurement, the undersigned offeror having examined the request for proposal, instructions to offerors, documents associated with the request for proposals, and being familiar with the conditions to be met, has reviewed the information regarding:

- Insurance Requirements
- Suspension and Debarment Certification
- Texas Government Code Section 2252.152
- Texas Government Code Section 2271.002
- Texas Government Code 2274

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in proposal rejection.


Authorized Signature

Patrick Fulcher
Print/Type Name

President
Title

8/6/24
Date

Matthews Backhoe, Inc.
Company Name

P.O. Box 3187
Address

Lubbock, TX 79452
City, State Zip Code

Contact for questions, clarifications, etc.	
Name and Title:	Holly Matthews, Secretary
Mailing Address:	P.O. Box 3187
City, State, Zip:	Lubbock, TX 79452
Telephone No:	806-863-2509
Fax No:	
E-Mail:	matthewsbackhoe@aol.com

INSURANCE REQUIREMENTS

- 1.1. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
- 1.2. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- 1.3. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Commercial General Liability Requirements: \$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirements). 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).

Commercial General Liability Heavy Equipment Endorsement: Heavy equipment endorsement is required

Automobile Liability Requirements: \$1M/occurrence is needed

Professional Liability Requirements: \$1M occurrence / \$2M aggregate

Workers Compensation Requirements: Employer Liability (\$1M min) is required with Workers Compensation.

Special Insurances

Carrier Cargo Liability Requirements: Motor Carrier Cargo Insurance is required for this project and must cover, at minimum, the value of the full load that is being hauled.

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

* Carriers must meet a A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

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. 18327 for demolition of various City of Lubbock owned facilities, by and between the City of Lubbock and Intercon Demolition, 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:



Mitchell Satterwhite, First Assistant City Attorney

ccdcs II/RES.Contract-Intercon Demolition
September 9, 2024

**City of Lubbock
Demolition of Various City of Lubbock Owned Facilities
Agreement**

This Service Agreement (this “Agreement”) is entered into as of the ___ day of _____ **2024** (“Effective Date”) by and between **Intercon Demolition** (the Contractor), and the City of Lubbock (the “City”).

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 24-18211-TF, Demolition of Various City of Lubbock Owned Facilities and

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Demolition of Various City of Lubbock Owned Facilities, upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal Price Sheet
4. Exhibit C – Insurance Requirements

Scope of Work

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

Article 1

- 1.1 The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.
- 1.2 All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
- 1.3 The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

- 1.4 A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.
- B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.
- C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.
- 1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

- 2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
- 2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
- 2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract insurance requirements document, this provision shall control.
- 2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
- 2.13 Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.
- 2.14 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
- 2.15 No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company

with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

- 2.16 Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- 2.17 Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
- 2.18 Confidentiality. The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.
- 2.19 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Mark Zavicar
Mark Zavicar, Director of Facilities Management

APPROVED AS TO FORM

Mitch Satterwhite
Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY:

[Signature]
Authorized Representative

Cady Etheredge
Print Name

1310 Wheelis Rd
Address Wylie, Tx 75098

3409 Idalou Rd, Lubbock, Tx
City, State, Zip Code 79403

**City of Lubbock, TX
RFP 24-18211-TF
Demolition of Various City of Lubbock Owned Facilities**

Specifications

1 INTENT

- A. The City of Lubbock (hereinafter called "City") is seeking competitive sealed proposals from interested firms and individuals, (hereinafter called "offeror") to provide services for the demolition of various City owned facilities.
- B. Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.
- C. The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.
- D. The City of Lubbock is seeking a contract for demolition services with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. A decision to make a multiple award, however, is an option reserved by the City, based on the needs of the City.

2 PROJECT DESCRIPTION

It is the intention of these specifications that the vendor hereunder shall furnish and the City shall purchase demolition services, covered by this agreement which may be required during the period of time covered by this agreement. This contract is an on-call agreement for services on an as-needed basis. The quantities shown are approximate and are for the purpose of bid evaluation. The City reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the vendor, if it is found that such services are not required by the City during the period covered by this agreement.

3 TERM OF AGREEMENT

The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

4 MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS

- A. With regard to this contract, the City's representative, or his designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without

additional cost to the City. Upon notification by the Facilities Management Department or his designated representative, the Contractor will affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

- B. The City reserves the right to make unannounced periodic inspections of the work in progress.
- C. Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the City. **The Contractor shall secure and pay for any and all permits incidental to, requested or required by any City code or regulation, including Razing Permits.**
- D. Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by The City shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of The City, more advantageous to the City, shall govern.
- E. It is conditioned that the Contractor complies in all respects with the terms, conditions, and obligations of the agreement and his/her obligations thereunder including the specifications. In cases where delays are clearly not the Contractor's responsibility (such as scheduling inspections and the like), the Contractor is responsible for notifying the Facilities Management Department for explanation of procedures.
- F. The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her material and supplies.
- G. Written and electronic copies of final documentation is required on all projects.

5 INDEMNITY/WAIVER

Contractor shall indemnify, hold harmless, and defend the City of Lubbock, its officers, employees, elected officials, agents, and representatives (herein collectively referred to as "Indemnitees") from and against any and all liability, alleged liability, suits, action, legal proceedings, claims, or demands incurred as a result of, or in connection with, this Contract or the work to be performed hereunder, including cost of suit, attorneys' fees, and all other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this Contract, or the work to be performed hereunder, including such injury or harm as may be caused in part by any neglect, act, or omission of the Indemnitees, excepting only such injury or harm as may be caused solely by an act or omission thereof. Notwithstanding the foregoing, the Contractor specifically agrees to so indemnify, hold harmless, and defend the Indemnitees from and against any and all such liability, suits, action, legal proceedings, claims, or demands that may be made or pursued by an employee of Contractor, or of any subcontractor, or anyone acting on behalf of Contractor in connection with or incidental to this Contract which are alleged to be attributable to any condition of or upon the City's property, facilities, materials, or equipment, including where such condition and resulting injury is caused in part by any negligent act or omission of the Indemnitees, but excepting only such injury or harm as may be caused solely by an act or omission of the Indemnitees. Contractor agrees to waive any and all claims and suits covered by this indemnity agreement, and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstance against the Indemnitees.

6 SCOPE OF WORK

- A. Demolition services is identified as the demolition and removal of derelict property such as dwellings, apartment buildings, commercial buildings, garages, outbuildings, fences, sheds, roadways, curb and gutters, sidewalks, landscaping and brush, benches, walls, miscellaneous

structures, and general trash and debris. Demolition services also requires the abandonment of public and private utilities such as water, sewer, electric, utility poles, transformers, cabinets, and pedestals, and fuel tanks and lines.

- B. The work to be done under this contract includes, but is not limited to; the providing of all labor, materials, supervision, mobilization, equipment, fuel, equipment maintenance and repairs, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

7 INVOICES

Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. For dumping charges, the Contractor must include copies of the landfill scale tickets, both light and heavy. Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure.

Authorization to pay invoices will be given by the Facilities Management Department, or his authorized representative, prior to payment of invoices. The City may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the City from loss on account of:

- I Defective work not remedied.
- II Claims filed or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.
- III Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- IV A reasonable doubt that the Contract can be completed for the balance then unpaid.
- V Damage to another Contractor.
- VI Failure of the Contractor to submit data required within the time limits stated in the Contract Documents. When the above grounds are removed, payment shall be made for amounts withheld because of them.

8 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, he/she shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within the guarantee period. The City shall give notice to observed defects with reasonable promptness.

9 ESTIMATE OF WORK AND NOTICE TO PROCEED

- A. Contractor shall complete a project cost form for each project (Exhibit "A"), for approval by the City.
- B. The City shall complete a notification to proceed letter. Contractor shall sign an acknowledgement copy and return to the City prior to commencing any work.

10 LOCATION OF WORK AND EXISTING CONDITIONS

The work sites are located at various City locations within the boundaries of the City.

11 WORK HOURS, DELIVERY OF EQUIPMENT AND MATERIALS, PROPERTY PROTECTION

- A. It shall be the Contractors' responsibility to see that all equipment, tools, and materials are delivered within or adjacent to the area of work as specified by the City.
- B. All work shall be performed between the hours of 7:00 A.M. – 5:00 P.M., Monday through Friday. Weekends and the following 10 holidays designated by the City are excluded:

New Year's Day – January 1	Memorial Day – Last Monday in May	Friday after Thanksgiving (Fourth Friday in November)
Martin Luther King Day – Third Monday in January	Independence Day – July 4	Christmas Eve – December 24
Good Friday – Friday before Easter	Labor Day – First Monday of September	Christmas Day – December 25
	Thanksgiving Day – Fourth Thursday in November	

- C. The work described in this specification shall be done with the least inconvenience to the City Government. Vehicle must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the user agency.
- D. The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damage during the course of this contract shall be repaired or replaced to the satisfaction of the City or its designated representative, and the user agency.

12 CHANGES TO THE CONTRACT

The Contractor will notify the City or its designated representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the City or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the City. Any additional cost on the project must be submitted in writing by the Contractor and an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The City assumes no responsibility for oral instructions or suggestions.

13 DEMOLITION AND DEBRIS REMOVAL

The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a City representative, shall remove such debris and materials from City property. The Contractor shall leave all affected areas as they were prior to beginning work.

14 UTILITIES

The City shall make available all required utilities to the Contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption (s) caused by the Contractor and repair thereto, shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated

with the City, or its authorized representative, for approval prior to use on any job under this contract.

15 POTENTIALLY HAZARDOUS MATERIALS

If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of the bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.

16 MATERIALS AND INSTALLATION

- A. It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
- B. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on City property shall fully conform to all local, state, and Federal safety regulations. The Contractor is solely responsible for contacting utilities to identify all underground utilities, electrical power and communications (phone and data) lines and cables, and water and sewer lines. If the Contractor wishes to have temporary toilet facilities on site they shall comply with all City and State Health Department requirements. All toilet facilities shall be chemical holding tank type.
- C. The Contractor shall obtain the permission of the City representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Contractor shall be held responsible for any and all accidents caused by negligence from this source. The City institution does not accept responsibility for losses of material or equipment regardless of approval to store in any of the City's facilities or grounds.
- D. The City, or its authorized representative shall contact the Contractor when there are derelict building(s) and/or structure(s) to be razed. The Contractor has twenty-four (24) hours to report to the work site. The Contractor shall review the job with the Owner's Representative, or his authorized representative, and prepare a written estimate based on the items of work. This estimate shall be submitted to the City within seventy-two (72) hours.
- E. The Contractor shall have seven (7) calendar days to apply for all permits associated with the job after issuance of the contract release order for that job. The Contractor shall mobilize on the job site within ten (10) calendar days after issuance of the Razing Permit and begin work.
- F. The Contractor cannot sub-contract all or any portion of the work assigned under this agreement. All work must be performed by the Contractor's razing and earth moving work forces.
- G. For these services, sub-contracting is allowed and the Contractor must bind the sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractor to the City.
- H. If the Contractor foresees that he/she is going to exceed the original estimate, he/she must notify the Facilities Management Department, or its authorized representative, for approval in order to proceed on the additional work. The City shall not pay for additional work if the Contractor performs the work without the City's approval.

17 TEMPORARY SUSPENSION OF WORK.

During the progress of any work, the Contractor may suspend work via written permission of the Facilities Management Department, or his designated representative, wholly or in part, for such period or periods as deemed necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to

stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impeded the public unnecessarily, nor become damaged in any way, and they shall take every precaution to prevent damage or deterioration of the work performed. When conditions warrant resumption of work on the project, the Contractor shall notify the Facilities Management Department, or its designated representative, twenty-four (24) hours in advance and shall proceed with the work only when and if authority is granted by the Facilities Management Department, or his designated representative. Any work performed without approval by the Facilities Management Department, or his designated representative, will be at the Contractor's risk, and he shall be held liable for removal of any such work.

18 DEMOLITION

- A. Completely dismantle and demolish all of the structure and improvements located on said parcels not within the public right of way.
- B. All utilities, including sanitary sewer outlets, shall be capped after the structure has been removed.
- C. A. It shall be the responsibility of the Contractor to verify or to determine the location of all underground utilities and structures in the immediate vicinity of his operations which are to remain and to exercise all due precautions to prevent damage to them. Should any damage to utilities or structures occur as a result of the Contractor's operations, the Contractor shall, at his own expense, restore condition which existed before damage occurred.
- D. All foundation slabs, parking lots and sidewalks shall be removed.
- E. Septic tanks, storm cellars, etc. shall be filled with authorized fill material and need not be removed.
- F. Contractor shall utilize wet demolition techniques during all demolition work at the site. Contractor shall ensure that no visible emissions (visible dust) are created during the project. All debris loads leaving the premises shall be covered with a tarpaulin or sprayed with water to minimized dust loss during transportation.
- G. Before starting demolition, the owner, agent or contractor must assure all utilities are disconnected.
- H. Improvements shall not be moved to or reassembled in any other or new location unless approved by the Building Official.

19 REMOVAL

- A. Removal of all material, debris, other improvements (i.e. fences, etc.) from said parcel or parcels and any structure thereon so that the property will be cleared of all such improvements.
- B. Underground fuel tanks shall be removed from site; excavation shall be filled with authorized fill material of adequately compacted earth.

20 DISPOSAL

The disposal facility shall be an Environmental Protection Agency approved treatment and storage or disposal facility. The Contractor must supply to the City a Certificate of Disposal and Destruction and a copy of the completed manifest (signed off by all handlers of the waste) for each shipment of hazardous waste generated under this contract. No invoices shall be paid by the City until both documents have been provided by the Contractor to the City's Representative, or his authorized representative.

21 TIMEFRAME FOR EACH PROJECT

The Contractor shall demolish and remove all material from said parcel within the timeframe agreed upon with the City's representative after written receipt of notification to proceed with work.

22 AUTHORIZED FILL MATERIAL

- A. Shall be free of all organic materials, including wood, upholstery or bedding materials, cloth, paper, trash etc.
- B. Concrete, stone or brick masonry assemblies, etc. are permitted in fill if this material and other rubble are covered with earth, permitting a use of more of a raked-clean condition (Suggest two (2) feet topsoil).

23 HAZARDOUS WASTE ABATEMENT AND DISPOSAL REGULATIONS

As new and revised regulations are published by governmental authorities, they become a part of this specification at the time of their effective date. All hazardous materials abatement packaging, transport, and disposal must be performed in strict compliance with all applicable local, state, and federal regulations, latest edition. The Contractor must maintain all licenses and certifications, in accordance with these regulations, which must be current for the entire term of this agreement.

24 FINISHED SITE

- A. The ground shall be left in a clean (raked) condition and without any debris, trash etc.; and suitable for maintenance such as mowing by others.
- B. The site shall be graded to provide adequate drainage; ponding of water will not be permitted.

25 ADDITIONAL REQUIREMENTS

- A. Contractor MUST schedule a meeting with the Facilities management Department at the jobsite 24 hours prior to agreeing upon a timeframe for completion with the City.
- B. The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances, but not limited to the Wage Determinations listed herein.

Notice: The City reserves the right to remove any fixtures or personal property from the premises prior to demolition of the structure. Award of a contract for demolition does not automatically entitle an owner, agent, or contractor to possession of property which is present in the structure at the time the contract is awarded.

EXHIBIT "A"

DEMOLITION PROJECT COST FORM

PROJECT: _____

BUILDING:

Main floor _____ sq. ft. @ \$ _____ = \$ _____

Upper floor _____ sq. ft. @ \$ _____ = \$ _____

Floor _____ sq. ft. @ \$ _____ = \$ _____

Basement _____ sq. ft. @ \$ _____ = \$ _____

CONCRETE SLAB: _____ sq. ft. @ \$ _____ = \$ _____

OTHER (SPECIFY SERVICE):

_____ @ \$ _____ = \$ _____

_____ @ \$ _____ = \$ _____

_____ @ \$ _____ = \$ _____

TOTAL FIRM LUMP SUM FEE \$ _____

CONTRACTOR

TITLE

DATE

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Rates Fringes

CEMENT MASON/CONCRETE

FINISHER (Paving & Structures)...\$ 13.55 **

ELECTRICIAN.....\$ 20.96

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.36 **

Structures.....\$ 13.52 **

LABORER

Asphalt Raker.....\$ 12.28 **

Flagger.....\$ 9.30 **

Laborer, Common.....\$ 10.30 **

Laborer, Utility.....\$ 11.80 **

Work Zone Barricade

Servicer.....\$ 10.30 **

POWER EQUIPMENT OPERATOR:

Asphalt Distributer.....\$ 14.87 **

Asphalt Paving Machine.....\$ 13.40 **

Broom and Sweeper.....\$ 11.21 **

Crane, Lattice Boom 80

Tons or Less.....\$ 16.82 **

Crawler Tractor Operator....\$ 13.96 **

Excavator, 50,000 lbs or

less.....\$ 13.46 **

Front End Loader Operator,

Over 3 CY.....\$ 12.77 **

Front End Loader, 3CY or

less.....\$ 12.28 **

Loader/Backhoe.....\$ 14.18 **

Mechanic.....\$ 20.14

Milling Machine.....\$ 15.54 **

Motor Grader, Rough.....\$ 16.15 **

Motor Grader, Fine.....\$ 17.49

Pavement Marking Machine....\$ 16.42 **

Reclaimer/Pulverizer.....\$ 12.85 **

Roller, Asphalt.....\$ 10.95 **

Roller, Other.....\$ 10.36 **

Scraper.....\$ 10.61 **

Spreader Box.....\$ 12.60 **

Servicer.....\$ 13.98 **

Steel Worker (Reinforcing).....\$ 13.50 **

TRUCK DRIVER

Lowboy-Float.....\$ 14.46 **

Single Axle.....\$ 12.74 **

Single or Tandem Axle Dump..\$ 11.33 **

Tandem Axle Tractor with

Semi.....\$ 12.49 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

EXHIBIT B

City of Lubbock
RFP 24-18211-TF
Demolition of Various City of Lubbock Owned Facilities
Proposal Price Sheet

				Intercon Demolition Lubbock, TX \$1,143,600.00	
			Location Total		
#	Description	QTY (+/-)	UOM	Unit Price	Total Cost
General					
#1-1	Removal and Disposal of Misc. Buildings/Structures. Unit quotation includes the removal and disposal of misc. Buildings (wood, masonry or metal) such as but not limited to agricultural/animal barns, outhouses, sheds, garages, concrete frame and wood siding, composition siding, stucco siding, brick siding, stone siding, concrete block, plants, shrubs, trees less than 15 feet in height, fences, walls, foundations, footings, steps, slab floors, curbing, flatwork, decks, sheds, spas (not associated with pool), covered and uncovered patios, removal of all debris and septic tanks and cesspools, capping of sewer lines. Backfilling and grading as specified herein.	1,500	SF	\$10.00	\$15,000.00
#1-2	Removal of Foundations, Footings, Steps, Curbing, Portland Cement Concrete or Asphaltic Concrete Flatwork, including, but Not Limited to, Driveways and Walkways. The unit quotation is based on the square footage of the foundations, footings, steps, and flat work that are not being removed under the specification. The unit quotation includes removal and disposal of all of the following, at the discretion of, and as designated by City's Representative, from the lot/site: Plants, shrubs, trees less than 15 feet in height, fences, walls, and removal of all debris. Unit quotation also includes back filling and grading required as a result of any excavation and as specified herein.	25,000	SF	\$2.00	\$50,000.00
#1-3	Removal, Backfill and Grading of Basements. The unit quotation includes compensation for backfill material as specified in this contract, and removal and disposal of all of the following, at the discretion of, and as designated by City's Representative: basement walls, floors and footings, as specified herein.	15,000	TON	\$18.00	\$270,000.00
#1-4	Removal of Non-Residential Buildings and/or Covered Areas, including Attached and Detached Garages and Carports. The unit quotation is based on the square footage of the non-residential building and covered areas, including attached and detached garages and carports. The unit quotation includes removal and disposal of all of the following, at the discretion of, and as designated by the City's Representative, from the non-residential lot/site: Plants, shrubs, trees less than 15 feet in height, fences, walls, foundations, footings, steps, slab floors, curbing, retaining walls, concrete flat work, decks, sheds septic tanks and cesspools, capping of sewer lines, and removal of all debris. Unit quotation also includes back filling and grading required as a result of any excavation and as specified herein.	75,000	SF	\$10.00	\$750,000.00
#1-5	National Emission Standards for Hazardous Air Pollutants (NESHAP) demolition and waste hauling.	300	CY	\$87.00	\$26,100.00
#1-6	Interior demolition only of facilities	2,500	SF	\$13.00	\$32,500.00

**City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form**

The City of Lubbock reserves the right to accept or reject any and all.

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this proposal to the above firm?

 YES x NO

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT

INSURANCE REQUIREMENTS

I, the undersigned Vendor certify that the insurance requirements this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

TEXAS GOVERNMENT CODE 2274

By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

VENDOR ACKNOWLEDGEMENT

In compliance with this procurement, the undersigned offeror having examined the request for proposal, instructions to offerors, documents associated with the request for proposals, and being familiar with the conditions to be met, has reviewed the information regarding:

- Insurance Requirements
- Suspension and Debarment Certification
- Texas Government Code Section 2252.152
- Texas Government Code Section 2271.002
- Texas Government Code 2274

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in proposal rejection.


Authorized Signature

Brent Bates
Print/Type Name

Intercon Demolition
Company Name

President
Title

8/5/2024
Date

3409 Idalou Rd.
Address

Lubbock, Texas 79403
City, State Zip Code

Contact for questions, clarifications, etc.		
Name and Title:	Cody Etheredge, West Texas Regional Manager	
Mailing Address:	3409 Idalou Rd.	
City, State, Zip:	Lubbock, Texas 79403	
Telephone No:	325-665-5102	
Fax No:		
E-Mail:	cody@intercondemo.com	

INSURANCE REQUIREMENTS

- 1.1. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
- 1.2. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- 1.3. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Commercial General Liability Requirements: \$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirements). 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).

Commercial General Liability Heavy Equipment Endorsement: Heavy equipment endorsement is required

Automobile Liability Requirements: \$1M/occurrence is needed

Professional Liability Requirements: \$1M occurrence / \$2M aggregate

Workers Compensation Requirements: Employer Liability (\$1M min) is required with Workers Compensation.

Special Insurances

Carrier Cargo Liability Requirements: Motor Carrier Cargo Insurance is required for this project and must cover, at minimum, the value of the full load that is being hauled.

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

* Carriers must meet a A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

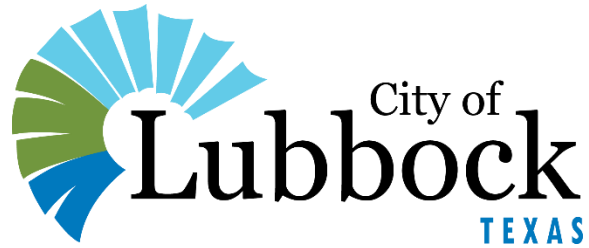
NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.



Purchasing and Contract Management

Project Summary

RFP 24-18211-TF

Demolition of Various City of Lubbock Owned Facilities

Notice was published in the Lubbock Avalanche Journal on July 21 & July 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 July 21 to August 7, 2024.

7 individuals attended the pre-proposal meeting.

46 vendors downloaded the documents using Bonfire.com.

27 vendors were notified separately.

4 vendors submitted proposals.

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 18275, with Alto Vista Roofing, Inc., for the complete roof replacement of the Central Warehouse Facility located at 306 Municipal Drive.

Item Summary

The City issued an Invitation to Bid (ITB) for roof replacement of the Central Warehouse Facility, as detailed and specified with a water-tight system, per current Building and Energy Codes. The scope of work consists of approximately 15,416 square feet of roofing, flashings, copings, skylights, and any other materials required for a complete roofing system.

In response to ITB 24-18275-KM, bids from the following vendors were received and opened on September 19, 2024.

Contractor	Amount
Alto Vista Roofing, Inc., DeSoto, Texas	\$205,000.00
CS Advantage USAA, Inc., College Station, Texas	\$258,000.00
Roofs, Inc., Lubbock, Texas	\$260,000.00
Cantex Roofing & Construction, LLC, Idalou, Texas	\$261,392.70
Eskola, LLC, Lubbock, Texas	\$269,864.00
Johnson Roofing, Lubbock, Texas	\$273,000.00
Lydick-Hooks Roofing, Inc., Lubbock, Texas	\$276,124.00
Trumble Construction, Inc., Texarkana, Texas	\$284,620.00
Tecta America CS, LLC, Lubbock, Texas	\$303,000.00
Argio Roofing & Construction, LLC, Harlingen, Texas	\$400,000.00

Staff recommends contract award to the lowest bidder, Alto Vista Roofing, Inc. of DeSoto, Texas, for \$205,000.00.

Fiscal Impact

Contract 18275, for \$205,000.00, is funded in Capital Improvement Project 92359, Facility Roof Replacements.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Mark Zavicar, Director of Facilities Management

Attachments

Resolution Contract 18275

Contract 18275 - Alto Vista Roofing, Inc.

Budget Detail

CIP Detail

Project Summary Sheet - Contract 18275

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. 18275 for Roof Replacement for Central Warehouse, by and between the City of Lubbock and Alto Vista Roofing, 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:

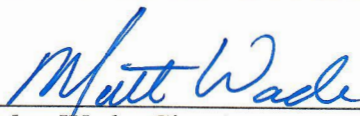
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Matt Wade, City Attorney

ccdcs II/RES.Contract-Alto Vista Roofing
October 8, 2024

**BID SUBMITTAL FORM
LUMP SUM BID CONTRACT**

DATE: 9/18/24

PROJECT NUMBER: **ITB 24-18275-KM Roof Replacement for Central Warehouse**

Bid of Alto Vista Roofing, 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 **60 consecutive calendar days** with **final completion** of the project within **65 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 **\$250** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$250** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

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

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

City of Lubbock, TX
Public Works
ITB 24-18275-KM
Roof Replacement for Central Warehouse

Alto Vista Roofing, Inc., of DeSoto, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Base Bid					
#0-1	Roof Replacement for Central Warehouse	1	LS	\$200,000.00	\$200,000.00
#0-2	Mobilization	1	LS	\$5,000.00	\$5000.00
Total (Items 0-1 through 0-2):					\$205,000.00

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

5% Amount Bid Dollars (\$) or a Bid 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 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: 9/18/24

Authorized Signature

Salomon Maron
(Printed or Typed Name)

Alto Vista Roofing, Inc
Company

1113 Laon Lane

Address

Desoto, Dallas

City,

County

TX

75115

State

Zip Code

Telephone: 210 - 837-5501

Fax: n/a

(Seal if Bidder is a Corporation)

ATTEST:

[Signature]
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.

46-0699336

EMAIL: smaron@altovistaroofing.com

M/WBE
Firm:

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

City of Lubbock, TX
Capital Project
November 5, 2024

Capital Project Number:	92359
Capital Project Name:	Facility Roof Replacements

	<u>Budget</u>
<i>Encumbered/Expended</i>	
Tecta America CS LLC	\$ 616,370
Roofs Inc.	435,800
Lydick Hook Roofing Co.	160,653
Flynn Southwest LP	140,180
Hamilton Roofing Co.	110,050
Armko Industries, Inc.	72,131
ABF Commercial Roofing & Foam	46,992
Chapman Harvey Inc.	43,808
ServPro of Southwest Lbk	8,364
Advertising	1,851
P Cards	1,016
Print Shop Charges	276

<i>Agenda Item November 5, 2024</i>	
Alto Vista Roofing Inc.- Contract 118275	205,000
Eskola, LLC - Contract 18282	110,387
ABF Commercial Roofing & Foam - Contract 18302	88,949
<i>Encumbered/Expended To Date</i>	<u>2,041,827</u>

<i>Estimated Costs for Remaining Appropriation</i>	
Construction	489,873
<i>Remaining Appropriation</i>	<u>489,873</u>
Total Appropriation	<u><u>\$ 2,531,700</u></u>



CIP 92359 Facility Roof Replacements

Infrastructure Improvements

Project Manager: Darren Densford - Facilities Management

Project Scope

This project incorporates major roof repairs and roof replacements for most City of Lubbock facility roofs.

Project Justification

Roof replacements can/will be rescheduled to address roofs that have deteriorated since their evaluation or other facilities can be included depending on individual circumstances. Many City facilities have roof systems that are nearing the end of their expected life, typically 15-20 years. The wear and tear has compromised these facilities roofs and made them susceptible to water infiltration. The roofing systems scheduled for replacement have ages ranging from 15 to 30+ years. Routine/standard maintenance of these systems are no longer efficient. Staff has evaluated many City roofs and determined which facilities will need roof replacements within the next 6 years.

Project Highlights

Council Priorities Addressed:

Public Safety to ensure facilities are water tight and maintain good indoor air quality (IAQ).

FY 2015-16 Commenced roofs at the Silent Wings Museum. Fire Station #9 & #4 were completed.

FY 2016-17 Fire Station #12 & #14, and the Eddie Dixon Building roofs replaced and Silent Wings Museum roof replacement completed.

FY 2017-18 Fire Stations #8 and #13

FY 2018-19 Garden & Arts Center and Fire Station #7

FY 2019-20 Fire Stations #5 and #15

FY 2020-21 No capital spent due to COVID-19 spending restrictions

FY 2021-22 Groves Library and Fire Administration Complex

FY 2022-23 Complete Groves Library and Fire Administration Complex

FY 2023-24 Hodges Community Center, Central Warehouse, Old Workforce Building (North End Municipal Court), Fleet Main Shop Repair

Project History

- Prior to FY 2017-18 \$1,087,000 had been appropriated
- FY 2018-19 \$165,000 was appropriated by Ord. 2018-00109
- FY 2020-21 \$106,000 was appropriated by Ord. 2020-00123
- FY 2021-22 \$535,300 was appropriated by Ord. 2021-00126
- FY 2022-23 \$258,400 was appropriated by Ord. 2022-00136
- FY 2024-25 \$380,000 was appropriated by Ord. 2024-00128

Project Dates

FY 2024-25 Evaluate roofs to identify needs for future projects.

Project Location

City-wide

Project Start Date: 10/2015

Project End Date: Continuous

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$156,200	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$1,995,500	\$380,000	\$100,000	\$100,000	\$100,000	\$100,000	\$0
TOTAL	\$2,151,700	\$380,000	\$100,000	\$100,000	\$100,000	\$100,000	\$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	\$2,151,700	\$180,000	\$100,000	\$100,000	\$100,000	\$100,000	\$0
General Fund Prior Year Cash	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,151,700	\$380,000	\$100,000	\$100,000	\$100,000	\$100,000	\$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 24-18275-KM Roof Replacement for Central Warehouse

Notice was published in the Lubbock Avalanche Journal on August 25 & September 1, 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 August 25 to September 19, 2024.

7 individuals attended the pre-bid meeting.

66 vendors downloaded the documents using Bonfire.com.

27 vendors were notified separately.

10 vendors submitted bids.

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 18282, with Eskola, LLC, for the complete roof replacement of the City-owned building located at 1214 14th Street.

Item Summary

The City issued an Invitation to Bid (ITB) for roof replacement of the City-owned building located at 1214 14th Street, as detailed and specified with a water-tight system, per current Building and Energy Codes. The scope of work consists of approximately 8,604 square feet of roofing, flashings, copings, skylights, and any other materials required for a complete roofing system.

In response to ITB 24-18282-KM, bids from the following vendors were received and opened on September 19, 2024.

Contractor	Amount
Eskola, LLC, Lubbock, Texas	\$110,387.00
Cantex Roofing & Construction, LLC, Idalou, Texas	\$127,554.32
Trumble Construction, Inc., Texarkana, Texas	\$142,652.00
Tecta America CS, LLC, Lubbock, Texas	\$142,800.00
Lydick-Hooks Roofing, Inc., Lubbock, Texas	\$143,751.00
Roofs, Inc., Lubbock, Texas	\$150,000.00
Alto Vista Roofing, Inc., DeSoto, Texas	\$178,000.00
Argio Roofing & Construction, LLC, Harlingen, Texas	\$187,000.00
Roof Toppers, Inc., El Paso, Texas	\$198,985.77
CS Advantage USAA, Inc., College Station, Texas	\$205,000.00

Staff recommends award to the lowest bidder, Eskola, LLC of Lubbock, Texas, for \$110,387.00.

Fiscal Impact

Contract 18282, for \$110,387.00 is funded in Capital Improvement Project 92359, Facility Roof Replacements.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Mark Zavicar, Director of Facilities Management

Attachments

Resolution - Contract 18282 Eskola
Contract 18282 - Eskola
Budget Detail
CIP Detail
Project Summary Sheet - Contract 18282

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. 18282 for Roof Replacement for Work Force Building (Courts), by and between the City of Lubbock and Eskola, LLC, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Matt Wade, City Attorney

ccdcs II/RES.Contract-Eskola, LLC
October 8, 2024

**BID SUBMITTAL FORM
LUMP SUM BID CONTRACT**

DATE: 09/19/2024

PROJECT NUMBER: **ITB 24-18282-KM Roof Replacement for Work Force Building (Courts)**

Bid of Eskola 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 **60 consecutive calendar days** with **final completion** of the project within **65 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 **\$250** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$250** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

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

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

City of Lubbock, TX
Public Works
ITB 24-18282-KM
Roof Replacement for Work Force Building (Courts)

Eskola, LLC, of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Base Bid					
#0-1	Roof Replacement for Work Force Building (Courts)	1	LS	\$109,387.00	\$109,387.00
#0-2	Mobilization	1	LS	\$1,000.00	\$1,000.00
Total (Items 0-1 through 0-2):					\$110,387.00

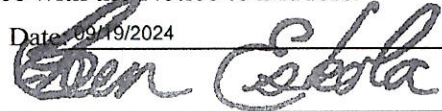
Enclosed with this bid is a Cashier's Check or Certified Check for

_____ Dollars (\$ _____) or a Bid Bond in the sum of
five thousand, four hundred sixty-nine and thirty-five cents _____ Dollars (\$ 5,469.35), 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: 09/19/2024



Authorized Signature
Ben Eskola, Vice President

(Printed or Typed Name)

Eskola LLC

Company
9006 CR 6820

Address
Lubbock, Lubbock

City, County
TX, 79407

State Zip Code

Telephone: 682 - 232-6508

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.

20-0864887

EMAIL: amallory@eskolaroofing.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
November 5, 2024

Capital Project Number:	92359
Capital Project Name:	Facility Roof Replacements

	<u>Budget</u>
<i>Encumbered/Expended</i>	
Tecta America CS LLC	\$ 616,370
Roofs Inc.	435,800
Lydick Hook Roofing Co.	160,653
Flynn Southwest LP	140,180
Hamilton Roofing Co.	110,050
Armko Industries, Inc.	72,131
ABF Commercial Roofing & Foam	46,992
Chapman Harvey Inc.	43,808
ServPro of Southwest Lbk	8,364
Advertising	1,851
P Cards	1,016
Print Shop Charges	276

<i>Agenda Item November 5, 2024</i>	
Alto Vista Roofing Inc.- Contract 118275	205,000
Eskola, LLC - Contract 18282	110,387
ABF Commercial Roofing & Foam - Contract 18302	88,949
<i>Encumbered/Expended To Date</i>	<u>2,041,827</u>

<i>Estimated Costs for Remaining Appropriation</i>	
Construction	489,873
<i>Remaining Appropriation</i>	<u>489,873</u>
Total Appropriation	<u><u>\$ 2,531,700</u></u>



CIP 92359 Facility Roof Replacements

Infrastructure Improvements

Project Manager: Darren Densford - Facilities Management

Project Scope

This project incorporates major roof repairs and roof replacements for most City of Lubbock facility roofs.

Project Justification

Roof replacements can/will be rescheduled to address roofs that have deteriorated since their evaluation or other facilities can be included depending on individual circumstances. Many City facilities have roof systems that are nearing the end of their expected life, typically 15-20 years. The wear and tear has compromised these facilities roofs and made them susceptible to water infiltration. The roofing systems scheduled for replacement have ages ranging from 15 to 30+ years. Routine/standard maintenance of these systems are no longer efficient. Staff has evaluated many City roofs and determined which facilities will need roof replacements within the next 6 years.

Project Highlights

Council Priorities Addressed:

Public Safety to ensure facilities are water tight and maintain good indoor air quality (IAQ).

FY 2015-16 Commenced roofs at the Silent Wings Museum. Fire Station #9 & #4 were completed.

FY 2016-17 Fire Station #12 & #14, and the Eddie Dixon Building roofs replaced and Silent Wings Museum roof replacement completed.

FY 2017-18 Fire Stations #8 and #13

FY 2018-19 Garden & Arts Center and Fire Station #7

FY 2019-20 Fire Stations #5 and #15

FY 2020-21 No capital spent due to COVID-19 spending restrictions

FY 2021-22 Groves Library and Fire Administration Complex

FY 2022-23 Complete Groves Library and Fire Administration Complex

FY 2023-24 Hodges Community Center, Central Warehouse, Old Workforce Building (North End Municipal Court), Fleet Main Shop Repair

Project History

- Prior to FY 2017-18 \$1,087,000 had been appropriated
- FY 2018-19 \$165,000 was appropriated by Ord. 2018-00109
- FY 2020-21 \$106,000 was appropriated by Ord. 2020-00123
- FY 2021-22 \$535,300 was appropriated by Ord. 2021-00126
- FY 2022-23 \$258,400 was appropriated by Ord. 2022-00136
- FY 2024-25 \$380,000 was appropriated by Ord. 2024-00128

Project Dates

FY 2024-25 Evaluate roofs to identify needs for future projects.

Project Location

City-wide

Project Start Date: 10/2015

Project End Date: Continuous

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$156,200	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$1,995,500	\$380,000	\$100,000	\$100,000	\$100,000	\$100,000	\$0
TOTAL	\$2,151,700	\$380,000	\$100,000	\$100,000	\$100,000	\$100,000	\$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	\$2,151,700	\$180,000	\$100,000	\$100,000	\$100,000	\$100,000	\$0
General Fund Prior Year Cash	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,151,700	\$380,000	\$100,000	\$100,000	\$100,000	\$100,000	\$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 24-18282-KM

Roof Replacement for Work Force Building (Courts)

Notice was published in the Lubbock Avalanche Journal on August 25 & September 1, 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 August 25 to September 19, 2024.

9 individuals attended the pre-bid meeting.

55 vendors downloaded the documents using Bonfire.com.

27 vendors were notified separately.

10 vendors submitted bids.

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 18302, with ABF Commercial Roofing & Foam, for the complete roof replacement of the Hodges Community Center located at 4011 University Avenue.

Item Summary

The City issued an Invitation to Bid (ITB) for roof replacement of Hodges Community Center, as detailed and specified with a water-tight system, per current Building and Energy Codes. The scope of work consists of approximately 9,528 square feet of roofing, flashings, copings, skylights, and any other materials required for a complete roofing system.

In response to ITB 24-18302-KM, the following bids were received and opened on September 24, 2024.

Contractor	Amount
ABF Commercial Roofing & Foam, Lubbock, Texas	\$ 88,949.17
Eskola, LLC, Lubbock, Texas	\$114,194.00
Alto Vista Roofing, Inc., DeSoto, Texas	\$125,000.00
Trumble Construction, Inc. , Texarkana, Texas	\$125,780.00
Roofs, Inc., Lubbock, Texas	\$128,000.00
Johnson Roofing, Lubbock, Texas	\$146,000.00
Tecta America CS, LLC, Lubbock, Texas	\$149,800.00
Argio Roofing & Construction, LLC, Harlingen, Texas	\$158,200.00
CS Advantage USAA, Inc., College Station, Texas	\$172,000.00

Staff recommends contract award to the lowest bidder, ABF Commercial Roofing & Foam of Lubbock, Texas, for \$88,949.17.

Fiscal Impact

Contract 18302, for \$88,949.17 is funded in Capital Improvement Project 92359, Facility Roof Replacements.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Mark Zavicar, Director of Facilities Management

Attachments

Resolution 18302 ABF Commercial Roofing & Foam

Contract 18302 ABF Commercial Roofing
Budget Detail
CIP Detail
18302 Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 18302 for Roof Replacement for Hodges Community Center, by and between the City of Lubbock and ABF Commercial Roofing & Foam, 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:



Matt Wade, City Attorney

ccdocs II/RES.Contract-ABF Commercial Roofing
October 8, 2024

**BID SUBMITTAL FORM
LUMP SUM BID CONTRACT**

DATE: 9/24/24

PROJECT NUMBER: **ITB 24-18302-KM Roof Replacement for Hodges Community Center**

Bid of ABF Commercial Roofing & Foam (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 **60 consecutive calendar days** with **final completion** of the project within **65 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 **\$250** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$250** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

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

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

City of Lubbock, TX
Public Works
ITB 24-18302-KM
Roof Replacement for Hodges Community Center

ABF Commercial Roofing & Foam, of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Base Bid					
#0-1	Roof Replacement for Hodges Community Center	1	LS	\$88,949.10	\$88,949.10
#0-2	Mobilization	1	LS	No Bid	No Bid
Total (Items 0-1 through 0-2):					\$88,949.10

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

Dollars (\$ _____) or a Bid Bond in the sum of
eighty eight thousand nine hundred forty nine dollars and seventeen cents Dollars (\$ 88,949.17), 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.

(Seal if Bidder is a Corporation)

ATTEST:

Pat Smith

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 9/3/24

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Date: 9/24/24

Belmont

Authorized Signature

Robert Proffitt

(Printed or Typed Name)

ABF Commercial Roofing & Foam

Company

214 Ave. M.

Address

Lubbock

Lubbock

City,

Texas

County

79401

State

Zip Code

Telephone:

806

863-3626

Fax: 806

863-3149

FEDERAL TAX ID or SOCIAL SECURITY No.

26-1371951

EMAIL: robert@abfroofinglubbock.com

M/WBE Firm:

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

**City of Lubbock, TX
Capital Project
November 5, 2024**

Capital Project Number:	92359
Capital Project Name:	Facility Roof Replacements

	<u>Budget</u>
<i>Encumbered/Expended</i>	
Tecta America CS LLC	\$ 616,370
Roofs Inc.	435,800
Lydick Hook Roofing Co.	160,653
Flynn Southwest LP	140,180
Hamilton Roofing Co.	110,050
Armko Industries, Inc.	72,131
ABF Commercial Roofing & Foam	46,992
Chapman Harvey Inc.	43,808
ServPro of Southwest Lbk	8,364
Advertising	1,851
P Cards	1,016
Print Shop Charges	276

<i>Agenda Item November 5, 2024</i>	
Alto Vista Roofing Inc.- Contract 118275	205,000
Eskola, LLC - Contract 18282	110,387
ABF Commercial Roofing & Foam - Contract 18302	88,949
<i>Encumbered/Expended To Date</i>	<u>2,041,827</u>

<i>Estimated Costs for Remaining Appropriation</i>	
Construction	489,873
<i>Remaining Appropriation</i>	<u>489,873</u>
Total Appropriation	<u><u>\$ 2,531,700</u></u>



CIP 92359 Facility Roof Replacements

Infrastructure Improvements

Project Manager: Darren Densford - Facilities Management

Project Scope

This project incorporates major roof repairs and roof replacements for most City of Lubbock facility roofs.

Project Justification

Roof replacements can/will be rescheduled to address roofs that have deteriorated since their evaluation or other facilities can be included depending on individual circumstances. Many City facilities have roof systems that are nearing the end of their expected life, typically 15-20 years. The wear and tear has compromised these facilities roofs and made them susceptible to water infiltration. The roofing systems scheduled for replacement have ages ranging from 15 to 30+ years. Routine/standard maintenance of these systems are no longer efficient. Staff has evaluated many City roofs and determined which facilities will need roof replacements within the next 6 years.

Project Highlights

Council Priorities Addressed:

Public Safety to ensure facilities are water tight and maintain good indoor air quality (IAQ).

FY 2015-16 Commenced roofs at the Silent Wings Museum. Fire Station #9 & #4 were completed.

FY 2016-17 Fire Station #12 & #14, and the Eddie Dixon Building roofs replaced and Silent Wings Museum roof replacement completed.

FY 2017-18 Fire Stations #8 and #13

FY 2018-19 Garden & Arts Center and Fire Station #7

FY 2019-20 Fire Stations #5 and #15

FY 2020-21 No capital spent due to COVID-19 spending restrictions

FY 2021-22 Groves Library and Fire Administration Complex

FY 2022-23 Complete Groves Library and Fire Administration Complex

FY 2023-24 Hodges Community Center, Central Warehouse, Old Workforce Building (North End Municipal Court), Fleet Main Shop Repair

Project History

- Prior to FY 2017-18 \$1,087,000 had been appropriated
- FY 2018-19 \$165,000 was appropriated by Ord. 2018-00109
- FY 2020-21 \$106,000 was appropriated by Ord. 2020-00123
- FY 2021-22 \$535,300 was appropriated by Ord. 2021-00126
- FY 2022-23 \$258,400 was appropriated by Ord. 2022-00136
- FY 2024-25 \$380,000 was appropriated by Ord. 2024-00128

Project Dates

FY 2024-25 Evaluate roofs to identify needs for future projects.

Project Location

City-wide

Project Start Date: 10/2015

Project End Date: Continuous

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$156,200	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$1,995,500	\$380,000	\$100,000	\$100,000	\$100,000	\$100,000	\$0
TOTAL	\$2,151,700	\$380,000	\$100,000	\$100,000	\$100,000	\$100,000	\$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	\$2,151,700	\$180,000	\$100,000	\$100,000	\$100,000	\$100,000	\$0
General Fund Prior Year Cash	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,151,700	\$380,000	\$100,000	\$100,000	\$100,000	\$100,000	\$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 24-18302-KM

Roof Replacement for Hodges Community Center

Notice was published in the Lubbock Avalanche Journal on September 9 & September 13, 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 September 1 to September 24, 2024.

5 individuals attended the pre-bid meeting.

55 vendors downloaded the documents using Bonfire.com.

27 vendors were notified separately.

9 vendors submitted bids.

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Block Grant funding agreements, and all related documents, between the City of Lubbock and Community Development Block Grant subrecipients, which are CASA of the South Plains, Inc., Catholic Charities - Diocese of Lubbock, Love the Hub, and the YWCA, for public service programs.

Item Summary

Community Development Block Grant (CDBG) funds are administered by the U.S. Department of Housing & Urban Development (HUD).

The Community Development & Services Board (CDSB), at their regular board meeting on April 10, 2024, made a recommendation to the City Council to approve the 2024-2025 Annual Action Plan. The City Council approved the CDSB recommendation on April 23, 2024. CDSB met on October 9, 2024, and recommends the following allocations and agreements for CDBG Public Service Programs.

Grantee: CASA of the South Plains – Volunteer Advocate Program: Court Appointed Special Advocates (CASA) are appointed by a judge and assist a child as they navigate the child welfare system. Volunteers provide valuable information through court reports and testimony, and make recommendations, in the child's best interest, to the judge to help them make informed decisions.

Amount \$50,000 - Contract 18442

Grantee: Catholic Charities, Diocese of Lubbock – Parent Empowerment Program - Education and Self Sufficiency Program: The Parent Empowerment Program (PEP) assists low-to-moderate-income, single-parent, female head-of-household families, having at least one child under the age of 18, with costs related to higher education. Services include case management and financial assistance (tuition and testing fees, textbooks, uniforms, rent and utility costs), to help families obtain better employment opportunities in order to combat and escape poverty.

Amount \$75,000 - Contract 18443

Grantee: Love The Hub - Hope for the Hub Program: This program will provide low-to-moderate-income individuals and families who are in need of assistance, to find pathways out of poverty through a career launch program.

Amount \$100,000 - Contract 18444

Grantee: YWCA of Lubbock – Childcare Scholarships: This program will provide scholarships for childcare services to eligible households with infants, toddlers, preschoolers, or school-aged children, who are in need of assistance due to circumstantial constraints, enabling them to maintain stability while continuing to work or seek employment.

Amount \$100,000 - Contract 18445

The total sub-recipient amount is \$325,000, and the terms are October 1, 2024, through September 30, 2025.

Fiscal Impact

The funds for these contracts originate from HUD, so there is no fiscal impact to the General Fund. The maximum allocation to the CDBG sub-recipients is \$325,000.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Karen Murfee, Director of Community Development

Attachments

CASA Resolution 2024-25

CASA Contract 18442

Catholic Charities Resolution 2024-25

Catholic Charities Contract 18443

Love the HUB Resolution 2024-25

Love the HUB Contract 18444

YWCA Resolution 2024-25

YWCA Contract 18445

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Community Development Block Grant Funding Agreement 18442, and all related documents, between the City of Lubbock and CASA of the South Plains, Inc., for funding to provide a volunteer advocate program for assisting children in the judicial child welfare system. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
CASA OF THE SOUTH PLAINS, INC.**

This Community Development Block Grant Program Funding Agreement (the “Agreement”), Contract No. 18442, is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the “City”) and CASA of the South Plains, Inc. (the “Subrecipient”), (each a “Party,” and collectively the “Parties”) acting by and through the Parties’ representative officers and officials, and is hereby entered into by the Parties on this _____ day of _____, 2024 (the “Effective Date”).

RECITALS

WHEREAS, the Subrecipient is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Subrecipient operates a non-profit center offering services to families and individuals throughout the City of Lubbock.

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.200(a) and 24 CFR 570.201; and

WHEREAS, the Subrecipient proposes to use the funds to support their “Volunteer Advocacy Program” where Special Advocates are appointed by a judge to assist a child as they navigate the child welfare system (the “Program”); and

WHEREAS, the Subrecipient’s services benefit residents in and around Lubbock, Texas and constitute a valuable public service, and the City of Lubbock City Council (the “City Council”) has declared the services provided by the Subrecipient to be a public purpose; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this Agreement; and

WHEREAS, the continuing supervision by the City with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the Subrecipient has the special expertise, knowledge, and experience necessary for the operation of the Program; and, that the City will receive adequate consideration in the form of substantial public benefit; and **NOW, THEREFORE:**

THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, AGREE AS FOLLOWS:

AGREEMENT

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

1. The City agrees to provide the Subrecipient with funding from the U.S. Department of Housing and Urban Development (HUD) not to exceed the amount as stated in the attached EXHIBIT A, to be distributed and used according to the provisions of this Agreement.
2. The Funding will be limited to the Subrecipient's performance of the Program, including the satisfaction of expenses incurred by the Subrecipient in its performance of the Program.
3. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the Subrecipient in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the Subrecipient under this Agreement.
4. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient which has been paid to the Subrecipient, which is subject to be paid to the Subrecipient, which has been reimbursed to the Subrecipient, or which is subject to reimbursement to the Subrecipient by any source other than the CDBG Funding under this Agreement.
5. The City shall not be liable for any cost incurred by the Subrecipient which is not an allowable cost as set forth in this Agreement or under 24 CFR 570.207.
6. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient or for any performance rendered by the Subrecipient which is not strictly in accordance with the terms of this Agreement.
7. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient in the performance of this Agreement which has not been billed to the City by the Subrecipient within sixty (60) days following the termination of this Agreement.
8. The City shall not be liable for any cost incurred or performance rendered by the Subrecipient before the commencement or after termination of this Agreement.
9. The City may, at its sole discretion and convenience, review any work specifications prior to the beginning of a procurement process under this Agreement, and the City may inspect any construction for compliance with work specifications prior to the release of the Funding.
10. In accordance with 24 CFR 570.508, notwithstanding 2 CFR 200.337, the City shall provide citizens with reasonable access to records regarding the past use of CDBG funds,

consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

B. The Subrecipient's Responsibilities

1. The Subrecipient will be responsible for administering the Program in a manner satisfactory to the City and in compliance with this Agreement and with any and all statutory standards related to the Funding.
2. The Subrecipient certifies that all of its activities carried out for the Program through the Funding will satisfy 24 CFR Part 570, including, but not limited to: CDBG eligible activities under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The Subrecipient agrees to repay any and all of the Funding that does not satisfy the regulations required under this provision.
3. The Subrecipient shall perform all activities related to the Program in accordance with its budget; all applicable laws and regulations; and, with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.
4. Upon the City's request while this Agreement is in effect, the Subrecipient shall submit to the City any and all reports, documents, or information on the Subrecipient's performance of the Funding or the Program under this Agreement.
5. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed to by the Parties that if the Subrecipient fails to submit to the City in a timely and satisfactory manner any reports, documents, or information requested by the City under this Agreement, the City may, at its sole discretion, withhold all, or any part of, the Funding. If the City withholds all, or any part of, the Funding, it shall notify the Subrecipient in writing of its decision and the reasons therefor. Any Funding withheld pursuant to this paragraph may be held by the City until such time as the obligations for which the Funding is being withheld is fulfilled by the Subrecipient to the satisfaction of the City.
6. The Subrecipient shall refund to the City any Funding that has been paid to the Subrecipient by the City for which the City determines is a result of overpayment of the Funding to the Subrecipient, or for which the City determines any of the Funding has not been spent by the Subrecipient strictly in accordance with the terms of this Agreement. Such refund shall be made by the Subrecipient to the City within thirty (30) working days after such refund is requested by the City.
7. The Subrecipient shall submit to the City a request for an environmental assessment to be prepared and approved on individual construction sites prior to the beginning of any project if applicable.
8. The Subrecipient shall submit to the City a request for a review of all work specifications prior to the beginning of the procurement process.

9. The Subrecipient will have Match funds ready and available prior to the start of any project, if applicable. Failure to have Match funds ready and available may delay or cancel such project.
10. The Subrecipient agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Subrecipient dissolves, files for bankruptcy, or goes out of business for any reason.

C. Subrecipient's Match

The Subrecipient must provide Match for 25% or more of the total CDBG Funding under this agreement from non-federal sources. Matching funds may include cash or in-kind donations, donated voluntary labor, donated professional services, donated supplies or materials, or other non-federal grant funds.

D. National Objective

The Subrecipient agrees that all activities funded with CDBG funds and carried out under this Agreement will meet the following CDBG program national objectives as defined in 24 CFR 570.208(a):

- 1) Activities benefiting low- and moderate-income persons

E. Financial and Performance Monitoring

1. *General Monitoring.* In accordance with 24 CFR 570.501(b), the City will monitor the Subrecipient's performance under this Agreement in order to ensure that the Subrecipient complies with the terms of this Agreement and all other applicable laws and regulations related to this Agreement and the Funding provided through this Agreement (the "Monitoring"). The Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year, and will take place on a monthly basis.
 - a. Quarterly monitoring reviews may be performed for performance management. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City in writing, the City may suspend or terminate this Agreement.
 - b. The City will submit to the Subrecipient a Notice of Monitoring letter request for program performance and financial standing on or about the ninth (9th) period of the program year. Once received, the City will review this report and compare it with monthly reports as previously submitted by the Subrecipient, and within fifteen (15) days, the City will send a Notice of Monitoring letter (the "Notice") to the Subrecipient, describing the process and necessity for Monitoring. The Notice may require the Subrecipient submit additional information or documentation relevant to the Program for review as part of the Monitoring process. The Subrecipient will have fifteen (15) days to respond to the Notice and submit the requested documentation to satisfy the Notice.

2. *On-site Monitoring.* On-site Monitoring may be deemed necessary by the City based on the Subrecipients reporting history within the terms of the Agreement. In the instance a determination of necessity is made for On-site Monitoring, the City will send a Notice of On-Site Monitoring letter to the Subrecipient at least fifteen (15) days before a Monitoring visit is performed. The City will submit to the Subrecipient a follow-up letter detailing the results of the On-Site Monitoring, at which time the Subrecipient will have fifteen (15) days to provide a written response to the follow-up letter and supporting documents, as necessary, that describes how the Subrecipient will resolve the issues raised by the City in the Monitoring report. The Subrecipient must confirm receipt of the Monitoring report within thirty (30) days if no actionable issues were identified in the Monitoring report. The City reserves the right to conduct a spot check of Subrecipient's facility where program takes place, at any given time without notice.

Article 2. TIME OF PERFORMANCE

Services and performance by the Subrecipient for the Program will commence October 1, 2024 and end on September 30, 2025 (the "Term"). The Term and the provisions of this Agreement shall be extended to cover any additional time period during which the City remains in control of the CDBG Funding period or other CDBG assets, including Program income.

Article 3. BUDGET

The Funding made available to the Subrecipient under this Agreement shall be specifically drawn from the source listed in this section (the "Budget"). The Funding made available to the City under this Agreement shall be drawn from the current program year CDBG allocation by HUD to the City. In the budget listed below, the program year of the HUD allocation to the City is listed to the left of the funding source for the amount allocated and made available to the Subrecipient for the Project under this Agreement. The Funding made available to the Subrecipient under this Agreement shall be directly linked to the specific funding and amount listed in the attached EXHIBIT A. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

Program Year	Funding Source	Project Allocation
2024	CDBG	\$50,000

Article 4. PAYMENT

A. The Payment

The Funding shall be disbursed on a monthly basis, pending the Subrecipient's submission to the City of a written Request for Reimbursement (RFR), with such request being in a form acceptable to the City (the "Payment"). Expenses eligible for Payment to the Subrecipient by the City shall be those expenses incurred or paid for by the Subrecipient prior to submission of an RFR. The Subrecipient shall submit with its RFR, detailed source documentation that clearly shows the source of the expenses incurred and paid for by the Subrecipient that are the subject of the

Subrecipient's RFR. Such source documentation includes, but is not limited to, time sheets, paycheck stubs, receipts, general ledger, invoices, billing statements, or other verification in support of all expenditures incurred by the Subrecipient in its performance of the Program. All expenses under which reimbursement is being requested must be eligible and must be incurred as a direct result of carrying out the Program. Ineligible expenses will not be included in the Payment to the Subrecipient by the City.

B. Not to Exceed

The total amount of the Funding to be paid by the City under this Agreement shall not exceed the amount as stated in the attached EXHIBIT A, for the Program. Any drawdowns on the Payment and any expenses for the general administration of the Program shall be made against the line item budgets specified in this Agreement and in accordance with the Subrecipient's performance of Program.

C. 2 CFR Part 200

Every Payment may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

Article 5. SPECIAL CONDITIONS: None.

Article 6. GENERAL CONDITIONS

A. General Compliance

1. The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations; except that: (1) the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
2. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the CDBG Funding provided under this Agreement. The Subrecipient further agrees to utilize the CDBG Funding under this agreement to supplement, rather than supplant, funds otherwise available.
3. The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to: 24 CFR Part 570; 2 CFR Part 200; The Davis-Bacon Fair Labor Standards Act; The Contract Work Hours and Safety Standards Act of 1962; Copeland "Anti-Kickback" act of 1934; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Title VI of the Civil Rights Act of 1964, (Public Law 88-352

implemented in 24 CFR Part 1); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107); Section 104(b) and 109 of the HCD Act of 1974; 24 CFR Part 75, Section 3 of the Housing and Urban Development Act of 1968; Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904; Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards; The Architectural Barriers Act of 1968; The Americans With Disabilities Act (ADA) of 1990; The Age Discrimination Act of 1975, as amended; National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended; Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401; Asbestos guidelines established in CPD Notice 90-44; HUD Environmental Criteria and Standards (24CFR Part 51); The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39; Historic Preservation Act of 1966, as amended, and related laws and Executive Orders; Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.); and, Flood Disaster protection Act of 1973.

B. “Independent Contractor”

Nothing contained in this Agreement is intended, or shall be construed in any manner, to create or establish the relationship of employer and employee between the Parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Workers’ Compensation insurance as the Subrecipient is an independent contractor.

C. Indemnity and Release

1. THE SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE ACTIVITIES CONTEMPLATED HEREUNDER.
2. THE SUBRECIPIENT SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY ENFORCING THE SUBRECIPIENT'S INDEMNITY HEREIN.
3. THE SUBRECIPIENT, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS SHALL NOT BE LIABLE, AND THE CITY HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FOR, FROM, AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES TO THE SUBRECIPIENT.
4. THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THIS AGREEMENT.

D. Right to Exercise

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

E. Workers' Compensation

If applicable, the Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

G. Subrecipient Recognition

The City shall insure recognition of the role of the Subrecipient in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the Funding source. In addition, the Subrecipient will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both Parties, and approved by the City Council. Such amendments shall neither invalidate this Agreement nor relieve or release the City or the Subrecipient from its obligations under this Agreement.
2. The City may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the Funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

1. In accordance with 2 CFR Part 200 either Party may terminate this Agreement for convenience by giving written notice to the other Party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any work completed on such documents or materials prior to the termination.
2. The City may terminate this agreement if the Subrecipient fails to comply with any terms of this Agreement, whole or in part which include (but are not limited to) the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of CDBG funds provided under this agreement; or
 - d) Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.
3. The City may suspend or terminate this Agreement if the City reasonably believes that the Subrecipient is in noncompliance with any requirement of this Agreement, then the City may withhold up to fifteen percent (15%) of the Funding until such time as the Subrecipient is found to be, or is otherwise adjudicated, to be in compliance.
4. The City may terminate this Agreement in the event of an emergency or disaster, whether, an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to the Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by the Subrecipient.

Article 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Subrecipient agrees to comply with 2 CFR Part 200, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred under this Agreement.

2. *Cost Principles.* The Subrecipient shall administer its program in conformance with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”, which shall be applied to all direct or indirect costs incurred by the Subrecipient under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a) Records demonstrating that each activity meets one of the National Objectives of the CDBG Program under 24 CFR 570.208, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by census tracts;
 - b) Records required to determine the eligibility category under 24 CFR 570.201;
 - c) Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200;
 - d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f) Other records necessary to document compliance with Subpart K or 24 CFR Part 570.
2. *Retention.* The Subrecipient shall retain all financial records, supporting documents and all records pertinent to the Agreement, including but not limited to client data of no less than five (5) years. The retention period begins on the date of the submission of the City’s Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which activities assisted under this Agreement are reported, shall be retained for a period no less than five (5) years after the date of submission. Under this Agreement, Financial records documenting expenditures under this Agreement shall be retained for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is any litigation, claim, audit, negotiation or other action that involves any of the records cited herein and that has started before the expiration of the five (5) year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. *Client Data.* The Subrecipient shall maintain client data that demonstrates its client eligibility for the Funding and services provided under this Agreement for five years after the date of submission of the CAPER to HUD by the City. Such data shall include, but not be limited to: client name or identifier; client address; client income level, race, ethnicity or other determination of client eligibility; and, a description of the service provided to the client related to this Agreement. Such information shall be made available to the City or its designees for review upon request.
4. *Disclosure.* The Subrecipient understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City or Subrecipient's responsibilities related to this Agreement, is prohibited unless written consent is obtained from such client receiving service(s) and in the case of a minor, that of a responsible parent or guardian, unless otherwise required by law.
5. *Property Records.* The Subrecipient shall maintain a real property inventory that clearly identifies any property purchased, improved, or sold under this Agreement or that is related to the Funding. Any such property shall throughout the Term remain in compliance with all eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(7).
6. *Close-Outs.* The Subrecipient's obligation to the City under this Agreement shall not end until all close-out requirements under this Agreement are completed pursuant to applicable Federal regulations and law. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the City); final close-out reports; and, determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control of the CDBG funds, including program income.
7. *Audits & Inspections.* All of the Subrecipient's records related to this Agreement shall be made available at any time during normal business hours as often as the City or its designee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives deems necessary to monitor, audit (if required), examine, or make excerpts or transcripts of any data relevant to this Agreement in order for the City to produce an audit report. Any deficiencies noted in an audit report must be fully cleared by the Subrecipient within thirty (30) days after receipt by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of Funding. The Subrecipient hereby agrees to have an annual internal audit conducted in accordance with current City policy concerning Subrecipient audits and, if required, a regular audit under Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Subrecipient Funds based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in the Subrecipient's accounts. In addition, the City reserves the right to liquidate any part of the Funding for costs incurred by the City on behalf of the Subrecipient.
2. *Performance and Financial Reports.* Throughout the Term, the Subrecipient shall submit monthly reports to the City, in a format, content and frequency as required by the City. A monthly Performance Report, Financial Report, and a narrative for the Subrecipient's Program activity and shall include the amount of all of the Subrecipient's expenditures for each of its Program activities. The Subrecipient shall submit such reports, demographics and narratives no later than the tenth (10th) day of each month. The End of Year report is due no later than October 10, 2025. Reporting will continue from the start of Program activity through the end of the Program year.
3. *Program Income.* The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from HUD and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

D. Procurement

Compliance. The Subrecipient shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with CDBG funds. All Program assets purchased with Funding, including unexpended program income, property, or equipment, shall revert to the City upon the termination of this Agreement.

1. *CFR Standards.* Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.
2. *Travel.* The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area that is financed in any way through the Funding under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR Part 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City all CDBG funds on hand and any accounts receivable attributable to the use of the Funding under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with the Funding in excess of twenty-five thousand dollars (\$25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Subrecipient shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period, or such longer period of time as the City deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with the Funding under this Agreement is sold, the proceeds shall be Program income to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program, or (b) retained after compensating the City for an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

Article 8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and, the requirements in 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Subrecipient shall provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Article 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Subrecipient agrees to comply, and to require its subcontractors to comply, with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and, with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086.
2. *Nondiscrimination.* The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA are still applicable. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. l. 88-352) and 24 CFR 570.601-602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. *Section 504.* The Subrecipient agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.

5. *Reports.* The Subrecipient shall maintain a report that documents the race and ethnicity of its employees. The Subrecipient shall provide the City a copy with said report upon execution of this Agreement.
6. *Policies.* The Subrecipient shall maintain current copies of its fair housing and equal opportunity policies. The Subrecipient shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Subrecipient agrees they shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. If the Subrecipient receives Federal funds through the City, then the Subrecipient shall be required to develop a written Affirmative Action Program to ensure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Subrecipient will use its best efforts to afford small businesses, minority- and women-owned business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C 632), and "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of the term "minority group members" means Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority- and women-owned business enterprises in lieu of an independent investigation.
2. *Access to Records.* The Subrecipient shall furnish and cause any subcontractor to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
3. *Notifications.* The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. *Subcontract Provisions.* The Subrecipient will include the provisions of the Civil Rights and Affirmative Action sections of this Agreement, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Subrecipient or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Subrecipient is prohibited from using the Funding provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.
2. *Labor Standards.*
 - a) The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Copeland “Anti-Kickback” Act (18 U.S.C. 874 et seq.) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and it’s implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.
 - b) The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars (\$2,000) for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Fraud, Waste, and Abuse Reporting Requirements

1. Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in writing, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Such disclosures must be made to the Federal awarding agency or the [insert city/county] in a timely manner. The Subrecipient acknowledges that failure to make required disclosures may result in remedies described under 2 CFR 200.339, including suspension and debarment.
2. The Subrecipient shall ensure that all relevant staff and contractors are aware of and comply with this reporting requirement.

E. “Section 3” Clause

1. *Compliance.* Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement, and binding upon the City, the Subrecipient, any of Subrecipient, and subcontractor. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.
2. *“Section 3” Paragraph.* The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

3. *Training & Employment.* The Subrecipient will ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Subrecipient agrees that priority should be given to low- and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.
4. *Award of Contracts.* The Subrecipient agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Subrecipient agrees that priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.
5. *Notifications.* The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

6. *Subcontracts.* The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not allow any subcontract unless the entity provides a preliminary statement of ability to comply with the requirements of this Agreement and all other applicable law.

F. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Claims for money due or to become due to the City from the Subrecipient under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

G. Subcontracts

1. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.
2. *Monitoring.* The Subrecipient will monitor the performance of all subcontracted services on a regular basis. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Substandard performance as determined by the Subrecipient or the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable time after being notified, Agreement suspension or termination will take place.
3. *Content.* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
4. *Selection Process.* The Subrecipient shall insure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
5. *Suspension and Disbarment.* The Subrecipient shall not enter into any subcontracts with an agency, business, or individual that has been suspended, disbarred, or otherwise excluded from Federal grants. The Subrecipient shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any of the Funding to a subcontract.

H. Hatch Act

The Subrecipient agrees that no Funding or personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

I. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include but are not limited to:

1. The Subrecipient shall maintain a written code of conduct to govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

J. Lobbying

The Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,

it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. It will require that the language of Article 10.D.2 of this Agreement be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all Subrecipients shall certify and disclose accordingly.

K. Lobbying Certification

Any person who fails to file the required certification imposed by section 1352, Title 31, U.S.C. shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Submission of such certification is a prerequisite for making or entering into this Agreement, and the certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

L. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for government purposes.

M. Religious Organization

The Subrecipient agrees that the Funding provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Article 10. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- National Environmental Policy Act, 42 U.S.C. Part 55.
- Clean Air Act, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information; other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and, Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that, for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Asbestos

The Subrecipient agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

Article 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

Article 12. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Article 13. WAIVER

The Subrecipient's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Subrecipient to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Article 14. CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The City warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

Article 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient, and any Subrecipient, with respect to this Agreement.

**IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS
AGREEMENT ON THE EFFECTIVE DATE**

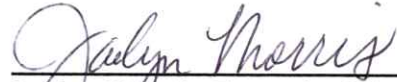
[Signature Page to Follow]

SIGNATURES

FOR: THE CITY OF LUBBOCK


FOR: CASA of the South Plains, Inc.

Mark McBrayer, Mayor



Jaclyn Morris, Executive Director

ATTEST:



Michael Trent Phillips, President
AGENCY FED. I.D. #75-2482631


Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

FY 2024– 2025

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

EXHIBIT A

SUB-RECEIPIENT - CASA of the South Plains, Inc.

TERM - October 1, 2024 – September 30, 2025

PROGRAM - Volunteer Advocacy Program

ALLOCATION - \$ 50,000

MATCH – \$ 12,500

PROGRAM DELIVERY- Court Appointed Special Advocates (CASA) are appointed by a judge and assist a child as they navigate the child welfare system. Volunteers provide valuable information through court reports and testimony, and make recommendations in the child's best interest to the judge to help them make informed decisions.

LEVEL OF ACCOMPLISHMENT - In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

<u>Activity</u>	<u>Timeline</u>	<u>Proposed Count</u>
Volunteer Advocacy Program	October 1, 2024 – September 30, 2025	400 Unduplicated Persons

*Monthly Reports and Reimbursement Request are due by the 10th of each month
Year End and Outcome Report due no later than October 10, 2025*

BUDGET -

<u>Line Item</u>	<u>Grant Funds</u>
Program Delivery	\$50,000

CONTACT INFORMATION

Communication and details concerning this Agreement shall be directed to the following:

For the City:

Community Development
Karen Murfee, Director
P.O. Box 2000
Lubbock, TX 79457
(806) 775-2296
kmurfee@mylubbock.us

For the Grantee:

CASA of the South Plains
Jaclyn Morris, Executive Director
4601 S Loop 289, Ste. 25
Lubbock, TX 79424
806 778-8169
jaclynm@casaoftthesouthplains.org

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Community Development Block Grant Funding Agreement 18443, and all related documents, between the City of Lubbock and Catholic Charities, Diocese of Lubbock, for funding to provide individuals and families higher education financial assistance. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
CATHOLIC CHARITIES, DIOCESE OF LUBBOCK**

This Community Development Block Grant Program Funding Agreement (the “Agreement”), Contract No. 18443, is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the “City”) and Catholic Charities, Diocese of Lubbock (the “Subrecipient”), (each a “Party,” and collectively the “Parties”) acting by and through the Parties’ representative officers and officials, and is hereby entered into by the Parties on this _____ day of _____, 2024 (the “Effective Date”).

RECITALS

WHEREAS, the Subrecipient is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Subrecipient operates a non-profit center offering services to families and individuals throughout the City of Lubbock.

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.200(a) and 24 CFR 570.201; and

WHEREAS, the Subrecipient proposes to use the funds for their “Parent Empowerment Program” (the “Program”), which assists low to moderate-income individuals and families with financial assistance and case management while obtaining higher education (the “Program”); and

WHEREAS, the Subrecipient’s services benefit residents in and around Lubbock, Texas and constitute a valuable public service, and the City of Lubbock City Council (the “City Council”) has declared the services provided by the Subrecipient to be a public purpose; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this Agreement; and

WHEREAS, the continuing supervision by the City with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the Subrecipient has the special expertise, knowledge, and experience necessary for the operation of the Program; and, that the City will receive adequate consideration in the form of substantial public benefit; and **NOW, THEREFORE:**

THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, AGREE AS FOLLOWS:

AGREEMENT

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

1. The City agrees to provide the Subrecipient with funding from the U.S. Department of Housing and Urban Development (HUD) not to exceed the amount as stated in the attached EXHIBIT A, to be distributed and used according to the provisions of this Agreement.
2. The Funding will be limited to the Subrecipient's performance of the Program, including the satisfaction of expenses incurred by the Subrecipient in its performance of the Program.
3. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the Subrecipient in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the Subrecipient under this Agreement.
4. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient which has been paid to the Subrecipient, which is subject to be paid to the Subrecipient, which has been reimbursed to the Subrecipient, or which is subject to reimbursement to the Subrecipient by any source other than the CDBG Funding under this Agreement.
5. The City shall not be liable for any cost incurred by the Subrecipient which is not an allowable cost as set forth in this Agreement or under 24 CFR 570.207.
6. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient or for any performance rendered by the Subrecipient which is not strictly in accordance with the terms of this Agreement.
7. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient in the performance of this Agreement which has not been billed to the City by the Subrecipient within sixty (60) days following the termination of this Agreement.
8. The City shall not be liable for any cost incurred or performance rendered by the Subrecipient before the commencement or after termination of this Agreement.
9. The City may, at its sole discretion and convenience, review any work specifications prior to the beginning of a procurement process under this Agreement, and the City may inspect any construction for compliance with work specifications prior to the release of the Funding.
10. In accordance with 24 CFR 570.508, notwithstanding 2 CFR 200.337, the City shall provide citizens with reasonable access to records regarding the past use of CDBG funds,

consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

B. The Subrecipient's Responsibilities

1. The Subrecipient will be responsible for administering the Program in a manner satisfactory to the City and in compliance with this Agreement and with any and all statutory standards related to the Funding.
2. The Subrecipient certifies that all of its activities carried out for the Program through the Funding will satisfy 24 CFR Part 570, including, but not limited to: CDBG eligible activities under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The Subrecipient agrees to repay any and all of the Funding that does not satisfy the regulations required under this provision.
3. The Subrecipient shall perform all activities related to the Program in accordance with its budget; all applicable laws and regulations; and, with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.
4. Upon the City's request while this Agreement is in effect, the Subrecipient shall submit to the City any and all reports, documents, or information on the Subrecipient's performance of the Funding or the Program under this Agreement.
5. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed to by the Parties that if the Subrecipient fails to submit to the City in a timely and satisfactory manner any reports, documents, or information requested by the City under this Agreement, the City may, at its sole discretion, withhold all, or any part of, the Funding. If the City withholds all, or any part of, the Funding, it shall notify the Subrecipient in writing of its decision and the reasons therefor. Any Funding withheld pursuant to this paragraph may be held by the City until such time as the obligations for which the Funding is being withheld is fulfilled by the Subrecipient to the satisfaction of the City.
6. The Subrecipient shall refund to the City any Funding that has been paid to the Subrecipient by the City for which the City determines is a result of overpayment of the Funding to the Subrecipient, or for which the City determines any of the Funding has not been spent by the Subrecipient strictly in accordance with the terms of this Agreement. Such refund shall be made by the Subrecipient to the City within thirty (30) working days after such refund is requested by the City.
7. The Subrecipient shall submit to the City a request for an environmental assessment to be prepared and approved on individual construction sites prior to the beginning of any project if applicable.
8. The Subrecipient shall submit to the City a request for a review of all work specifications prior to the beginning of the procurement process.

9. The Subrecipient will have Match funds ready and available prior to the start of any project, if applicable. Failure to have Match funds ready and available may delay or cancel such project.
10. The Subrecipient agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Subrecipient dissolves, files for bankruptcy, or goes out of business for any reason.

C. Subrecipient's Match

The Subrecipient must provide Match for 25% or more of the total CDBG Funding under this agreement from non-federal sources. Matching funds may include cash or in-kind donations, donated voluntary labor, donated professional services, donated supplies or materials, or other non-federal grant funds.

D. National Objective

The Subrecipient agrees that all activities funded with CDBG funds and carried out under this Agreement will meet the following CDBG program national objectives as defined in 24 CFR 570.208(a):

- 1) Activities benefiting low- and moderate-income persons

E. Financial and Performance Monitoring

1. *General Monitoring.* In accordance with 24 CFR 570.501(b), the City will monitor the Subrecipient's performance under this Agreement in order to ensure that the Subrecipient complies with the terms of this Agreement and all other applicable laws and regulations related to this Agreement and the Funding provided through this Agreement (the "Monitoring"). The Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year, and will take place on a monthly basis.
 - a. Quarterly monitoring reviews may be performed for performance management. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City in writing, the City may suspend or terminate this Agreement.
 - b. The City will submit to the Subrecipient a Notice of Monitoring letter request for program performance and financial standing on or about the ninth (9th) period of the program year. Once received, the City will review this report and compare it with monthly reports as previously submitted by the Subrecipient, and within fifteen (15) days, the City will send a Notice of Monitoring letter (the "Notice") to the Subrecipient, describing the process and necessity for Monitoring. The Notice may require the Subrecipient submit additional information or documentation relevant to the Program for review as part of the Monitoring process. The Subrecipient will have fifteen (15) days to respond to the Notice and submit the requested documentation to satisfy the Notice.

2. *On-site Monitoring.* On-site Monitoring may be deemed necessary by the City based on the Subrecipients reporting history within the terms of the Agreement. In the instance a determination of necessity is made for On-site Monitoring, the City will send a Notice of On-Site Monitoring letter to the Subrecipient at least fifteen (15) days before a Monitoring visit is performed. The City will submit to the Subrecipient a follow-up letter detailing the results of the On-Site Monitoring, at which time the Subrecipient will have fifteen (15) days to provide a written response to the follow-up letter and supporting documents, as necessary, that describes how the Subrecipient will resolve the issues raised by the City in the Monitoring report. The Subrecipient must confirm receipt of the Monitoring report within thirty (30) days if no actionable issues were identified in the Monitoring report. The City reserves the right to conduct a spot check of Subrecipient's facility where program takes place, at any given time without notice.

Article 2. TIME OF PERFORMANCE

Services and performance by the Subrecipient for the Program will commence October 1, 2024 and end on September 30, 2025 (the "Term"). The Term and the provisions of this Agreement shall be extended to cover any additional time period during which the City remains in control of the CDBG Funding period or other CDBG assets, including Program income.

Article 3. BUDGET

The Funding made available to the Subrecipient under this Agreement shall be specifically drawn from the source listed in this section (the "Budget"). The Funding made available to the City under this Agreement shall be drawn from the current program year CDBG allocation by HUD to the City. In the budget listed below, the program year of the HUD allocation to the City is listed to the left of the funding source for the amount allocated and made available to the Subrecipient for the Project under this Agreement. The Funding made available to the Subrecipient under this Agreement shall be directly linked to the specific funding and amount listed in the attached EXHIBIT A. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

Program Year	Funding Source	Project Allocation
2024	CDBG	\$75,000

Article 4. PAYMENT

A. The Payment

The Funding shall be disbursed on a monthly basis, pending the Subrecipient's submission to the City of a written Request for Reimbursement (RFR), with such request being in a form acceptable to the City (the "Payment"). Expenses eligible for Payment to the Subrecipient by the City shall be those expenses incurred or paid for by the Subrecipient prior to submission of an RFR. The Subrecipient shall submit with its RFR, detailed source documentation that clearly shows the source of the expenses incurred and paid for by the Subrecipient that are the subject of the

Subrecipient's RFR. Such source documentation includes, but is not limited to, time sheets, paycheck stubs, receipts, general ledger, invoices, billing statements, or other verification in support of all expenditures incurred by the Subrecipient in its performance of the Program. All expenses under which reimbursement is being requested must be eligible and must be incurred as a direct result of carrying out the Program. Ineligible expenses will not be included in the Payment to the Subrecipient by the City.

B. Not to Exceed

The total amount of the Funding to be paid by the City under this Agreement shall not exceed the amount as stated in the attached EXHIBIT A, for the Program. Any drawdowns on the Payment and any expenses for the general administration of the Program shall be made against the line item budgets specified in this Agreement and in accordance with the Subrecipient's performance of Program.

C. 2 CFR Part 200

Every Payment may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

Article 5. SPECIAL CONDITIONS: None.

Article 6. GENERAL CONDITIONS

A. General Compliance

1. The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations; except that: (1) the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
2. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the CDBG Funding provided under this Agreement. The Subrecipient further agrees to utilize the CDBG Funding under this agreement to supplement, rather than supplant, funds otherwise available.
3. The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to: 24 CFR Part 570; 2 CFR Part 200; The Davis-Bacon Fair Labor Standards Act; The Contract Work Hours and Safety Standards Act of 1962; Copeland "Anti-Kickback" act of 1934; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Title VI of the Civil Rights Act of 1964, (Public Law 88-352

implemented in 24 CFR Part 1); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107); Section 104(b) and 109 of the HCD Act of 1974; 24 CFR Part 75, Section 3 of the Housing and Urban Development Act of 1968; Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904; Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards; The Architectural Barriers Act of 1968; The Americans With Disabilities Act (ADA) of 1990; The Age Discrimination Act of 1975, as amended; National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended; Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401; Asbestos guidelines established in CPD Notice 90-44; HUD Environmental Criteria and Standards (24CFR Part 51); The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39; Historic Preservation Act of 1966, as amended, and related laws and Executive Orders; Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.); and, Flood Disaster protection Act of 1973.

B. “Independent Contractor”

Nothing contained in this Agreement is intended, or shall be construed in any manner, to create or establish the relationship of employer and employee between the Parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Workers’ Compensation insurance as the Subrecipient is an independent contractor.

C. Indemnity and Release

1. THE SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE ACTIVITIES CONTEMPLATED HEREUNDER.
2. THE SUBRECIPIENT SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY ENFORCING THE SUBRECIPIENT'S INDEMNITY HEREIN.
3. THE SUBRECIPIENT, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS SHALL NOT BE LIABLE, AND THE CITY HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FOR, FROM, AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES TO THE SUBRECIPIENT.
4. THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THIS AGREEMENT.

D. Right to Exercise

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

E. Workers' Compensation

If applicable, the Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

G. Subrecipient Recognition

The City shall insure recognition of the role of the Subrecipient in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the Funding source. In addition, the Subrecipient will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both Parties, and approved by the City Council. Such amendments shall neither invalidate this Agreement nor relieve or release the City or the Subrecipient from its obligations under this Agreement.
2. The City may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the Funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

1. In accordance with 2 CFR Part 200 either Party may terminate this Agreement for convenience by giving written notice to the other Party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any work completed on such documents or materials prior to the termination.
2. The City may terminate this agreement if the Subrecipient fails to comply with any terms of this Agreement, whole or in part which include (but are not limited to) the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of CDBG funds provided under this agreement; or
 - d) Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.
3. The City may suspend or terminate this Agreement if the City reasonably believes that the Subrecipient is in noncompliance with any requirement of this Agreement, then the City may withhold up to fifteen percent (15%) of the Funding until such time as the Subrecipient is found to be, or is otherwise adjudicated, to be in compliance.
4. The City may terminate this Agreement in the event of an emergency or disaster, whether, an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to the Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by the Subrecipient.

Article 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Subrecipient agrees to comply with 2 CFR Part 200, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred under this Agreement.

2. *Cost Principles.* The Subrecipient shall administer its program in conformance with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”, which shall be applied to all direct or indirect costs incurred by the Subrecipient under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a) Records demonstrating that each activity meets one of the National Objectives of the CDBG Program under 24 CFR 570.208, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by census tracts;
 - b) Records required to determine the eligibility category under 24 CFR 570.201;
 - c) Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200;
 - d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f) Other records necessary to document compliance with Subpart K or 24 CFR Part 570.
2. *Retention.* The Subrecipient shall retain all financial records, supporting documents and all records pertinent to the Agreement, including but not limited to client data of no less than five (5) years. The retention period begins on the date of the submission of the City’s Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which activities assisted under this Agreement are reported, shall be retained for a period no less than five (5) years after the date of submission. Under this Agreement, Financial records documenting expenditures under this Agreement shall be retained for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is any litigation, claim, audit, negotiation or other action that involves any of the records cited herein and that has started before the expiration of the five (5) year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. *Client Data.* The Subrecipient shall maintain client data that demonstrates its client eligibility for the Funding and services provided under this Agreement for five years after the date of submission of the CAPER to HUD by the City. Such data shall include, but not be limited to: client name or identifier; client address; client income level, race, ethnicity or other determination of client eligibility; and, a description of the service provided to the client related to this Agreement. Such information shall be made available to the City or its designees for review upon request.
4. *Disclosure.* The Subrecipient understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City or Subrecipient's responsibilities related to this Agreement, is prohibited unless written consent is obtained from such client receiving service(s) and in the case of a minor, that of a responsible parent or guardian, unless otherwise required by law.
5. *Property Records.* The Subrecipient shall maintain a real property inventory that clearly identifies any property purchased, improved, or sold under this Agreement or that is related to the Funding. Any such property shall throughout the Term remain in compliance with all eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(7).
6. *Close-Outs.* The Subrecipient's obligation to the City under this Agreement shall not end until all close-out requirements under this Agreement are completed pursuant to applicable Federal regulations and law. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the City); final close-out reports; and, determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control of the CDBG funds, including program income.
7. *Audits & Inspections.* All of the Subrecipient's records related to this Agreement shall be made available at any time during normal business hours as often as the City or its designee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives deems necessary to monitor, audit (if required), examine, or make excerpts or transcripts of any data relevant to this Agreement in order for the City to produce an audit report. Any deficiencies noted in an audit report must be fully cleared by the Subrecipient within thirty (30) days after receipt by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of Funding. The Subrecipient hereby agrees to have an annual internal audit conducted in accordance with current City policy concerning Subrecipient audits and, if required, a regular audit under Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Subrecipient Funds based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in the Subrecipient's accounts. In addition, the City reserves the right to liquidate any part of the Funding for costs incurred by the City on behalf of the Subrecipient.
2. *Performance and Financial Reports.* Throughout the Term, the Subrecipient shall submit monthly reports to the City, in a format, content and frequency as required by the City. A monthly Performance Report, Financial Report, and a narrative for the Subrecipient's Program activity and shall include the amount of all of the Subrecipient's expenditures for each of its Program activities. The Subrecipient shall submit such reports, demographics and narratives no later than the tenth (10th) day of each month. The End of Year report is due no later than October 10, 2025. Reporting will continue from the start of Program activity through the end of the Program year.
3. *Program Income.* The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from HUD and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

D. Procurement

Compliance. The Subrecipient shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with CDBG funds. All Program assets purchased with Funding, including unexpended program income, property, or equipment, shall revert to the City upon the termination of this Agreement.

1. *CFR Standards.* Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.
2. *Travel.* The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area that is financed in any way through the Funding under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR Part 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City all CDBG funds on hand and any accounts receivable attributable to the use of the Funding under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with the Funding in excess of twenty-five thousand dollars (\$25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Subrecipient shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period, or such longer period of time as the City deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with the Funding under this Agreement is sold, the proceeds shall be Program income to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program, or (b) retained after compensating the City for an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

Article 8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and, the requirements in 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Subrecipient shall provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Article 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Subrecipient agrees to comply, and to require its subcontractors to comply, with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and, with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086.
2. *Nondiscrimination.* The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA are still applicable. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601-602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. *Section 504.* The Subrecipient agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.

5. *Reports.* The Subrecipient shall maintain a report that documents the race and ethnicity of its employees. The Subrecipient shall provide the City a copy with said report upon execution of this Agreement.
6. *Policies.* The Subrecipient shall maintain current copies of its fair housing and equal opportunity policies. The Subrecipient shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Subrecipient agrees they shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. If the Subrecipient receives Federal funds through the City, then the Subrecipient shall be required to develop a written Affirmative Action Program to ensure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Subrecipient will use its best efforts to afford small businesses, minority- and women-owned business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C 632), and "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of the term "minority group members" means Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority- and women-owned business enterprises in lieu of an independent investigation.
2. *Access to Records.* The Subrecipient shall furnish and cause any subcontractor to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
3. *Notifications.* The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. *Subcontract Provisions.* The Subrecipient will include the provisions of the Civil Rights and Affirmative Action sections of this Agreement, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Subrecipient or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Subrecipient is prohibited from using the Funding provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.
2. *Labor Standards.*
 - a) The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Copeland “Anti-Kickback” Act (18 U.S.C. 874 et seq.) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.
 - b) The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars (\$2,000) for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Fraud, Waste, and Abuse Reporting Requirements

1. Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in writing, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Such disclosures must be made to the Federal awarding agency or the [insert city/county] in a timely manner. The Subrecipient acknowledges that failure to make required disclosures may result in remedies described under 2 CFR 200.339, including suspension and debarment.
2. The Subrecipient shall ensure that all relevant staff and contractors are aware of and comply with this reporting requirement.

E. “Section 3” Clause

1. *Compliance.* Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement, and binding upon the City, the Subrecipient, any of Subrecipient, and subcontractor. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.
2. *“Section 3” Paragraph.* The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

3. *Training & Employment.* The Subrecipient will ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Subrecipient agrees that priority should be given to low- and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.
4. *Award of Contracts.* The Subrecipient agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Subrecipient agrees that priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.
5. *Notifications.* The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

6. *Subcontracts.* The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not allow any subcontract unless the entity provides a preliminary statement of ability to comply with the requirements of this Agreement and all other applicable law.

F. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Claims for money due or to become due to the City from the Subrecipient under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

G. Subcontracts

1. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.
2. *Monitoring.* The Subrecipient will monitor the performance of all subcontracted services on a regular basis. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Substandard performance as determined by the Subrecipient or the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable time after being notified, Agreement suspension or termination will take place.
3. *Content.* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
4. *Selection Process.* The Subrecipient shall insure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
5. *Suspension and Disbarment.* The Subrecipient shall not enter into any subcontracts with an agency, business, or individual that has been suspended, disbarred, or otherwise excluded from Federal grants. The Subrecipient shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any of the Funding to a subcontract.

H. Hatch Act

The Subrecipient agrees that no Funding or personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

I. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include but are not limited to:

1. The Subrecipient shall maintain a written code of conduct to govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

J. Lobbying

The Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,

it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. It will require that the language of Article 10.D.2 of this Agreement be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all Subrecipients shall certify and disclose accordingly.

K. Lobbying Certification

Any person who fails to file the required certification imposed by section 1352, Title 31, U.S.C. shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Submission of such certification is a prerequisite for making or entering into this Agreement, and the certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

L. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for government purposes.

M. Religious Organization

The Subrecipient agrees that the Funding provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Article 10. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- National Environmental Policy Act, 42 U.S.C. Part 55.
- Clean Air Act, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information; other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and, Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that, for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Asbestos

The Subrecipient agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

Article 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

Article 12. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Article 13. WAIVER

The Subrecipient's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Subrecipient to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Article 14. CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The City warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

Article 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient, and any Subrecipient, with respect to this Agreement.

**IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS
AGREEMENT ON THE EFFECTIVE DATE**

[Signature Page to Follow]

SIGNATURES

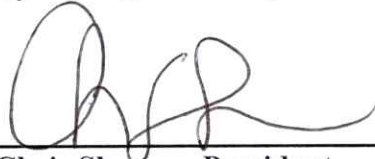
FOR: THE CITY OF LUBBOCK

Mark McBrayer, Mayor

**FOR: CATHOLIC CHARITIES,
DIOCESE OF LUBBOCK**



Cynthia Quintanilla, Executive Director



Chris Shavers, President
AGENCY FED. I.D. #75-1966688

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

PY 2024-25

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

EXHIBIT A

GRANTEE - Catholic Charities, Diocese of Lubbock
TERM - October 1, 2024 – September 30, 2025
PROGRAM - Parent Empowerment Program- Education and Self Sufficiency Program
ALLOCATION - \$75,000
MATCH – \$18,750

PROGRAM DELIVERY- The Parent Empowerment Program (PEP) assists families that are low- to moderate-income, having at least one child under the age of 18, with costs related to higher education. Services include case management and financial assistance (tuition and testing fees, textbooks, uniforms, rent and utility costs) to help families obtain better employment opportunities to combat and escape poverty. This program will be expanding its services with a focus on those who experience the highest percentage of hardship and are identified as single-parent, female-headed households.

LEVEL OF ACCOMPLISHMENT - In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

<u>Activity</u>	<u>Timeline</u>	<u>Proposed Count</u>
Education and Self-Sufficiency	October 1, 2024 – September 30, 2025	20 Unduplicated Persons

*Monthly Reports and Reimbursement Request are due by the 10th of each month
Year End and Outcome Report due no later than October 10, 2025.*

BUDGET

<u>Line Item</u>	<u>2024 CDBG Funding</u>
Program Delivery	\$75,000

CONTACT INFORMATION

Communication and details concerning this Agreement shall be directed to the following:

For the City:
Community Development
Karen Murfee, Director
P.O. Box 2000
Lubbock, TX 79457
(806) 775-2296
kmurfee@mylubbock.us

For the Grantee:
Catholic Charities, Diocese of Lubbock
Cynthia Quintanilla
102 Ave J
Lubbock, TX 79401
(806)765-8475 ext. 129
cynthia@cclubbock.org

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Community Development Block Grant Funding Agreement 18444, and all related documents, between the City of Lubbock and Love the Hub, for funding to support a career launch program to help low- to moderate-income persons find pathways out of poverty. 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:

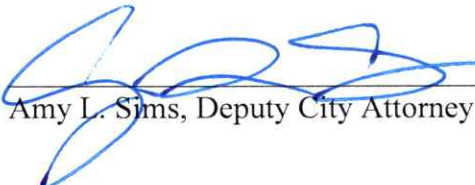
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
LOVE THE HUB**

This Community Development Block Grant Program Funding Agreement (the “Agreement”), Contract No. 18444, is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the “City”) and Love the Hub (the “Subrecipient”), (each a “Party,” and collectively the “Parties”) acting by and through the Parties’ representative officers and officials, and is hereby entered into by the Parties on this ____ day of _____, 2024 (the “Effective Date”).

RECITALS

WHEREAS, the Subrecipient is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Subrecipient operates a non-profit center offering services to families and individuals throughout the City of Lubbock.

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.200(a) and 24 CFR 570.201; and

WHEREAS, the Subrecipient proposes to use the funds to support a career launch program, “Hope for the Hub” (the “Program”), which helps low- to moderate-income persons find pathways out of poverty; and

WHEREAS, the Subrecipient’s services benefit residents in and around Lubbock, Texas and constitute a valuable public service, and the City of Lubbock City Council (the “City Council”) has declared the services provided by the Subrecipient to be a public purpose; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this Agreement; and

WHEREAS, the continuing supervision by the City with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the Subrecipient has the special expertise, knowledge, and experience necessary for the operation of the Program; and, that the City will receive adequate consideration in the form of substantial public benefit; and **NOW, THEREFORE:**

THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, AGREE AS FOLLOWS:

AGREEMENT

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

1. The City agrees to provide the Subrecipient with funding from the U.S. Department of Housing and Urban Development (HUD) not to exceed the amount as stated in the attached EXHIBIT A, to be distributed and used according to the provisions of this Agreement.
2. The Funding will be limited to the Subrecipient's performance of the Program, including the satisfaction of expenses incurred by the Subrecipient in its performance of the Program.
3. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the Subrecipient in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the Subrecipient under this Agreement.
4. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient which has been paid to the Subrecipient, which is subject to be paid to the Subrecipient, which has been reimbursed to the Subrecipient, or which is subject to reimbursement to the Subrecipient by any source other than the CDBG Funding under this Agreement.
5. The City shall not be liable for any cost incurred by the Subrecipient which is not an allowable cost as set forth in this Agreement or under 24 CFR 570.207.
6. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient or for any performance rendered by the Subrecipient which is not strictly in accordance with the terms of this Agreement.
7. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient in the performance of this Agreement which has not been billed to the City by the Subrecipient within sixty (60) days following the termination of this Agreement.
8. The City shall not be liable for any cost incurred or performance rendered by the Subrecipient before the commencement or after termination of this Agreement.
9. The City may, at its sole discretion and convenience, review any work specifications prior to the beginning of a procurement process under this Agreement, and the City may inspect any construction for compliance with work specifications prior to the release of the Funding.
10. In accordance with 24 CFR 570.508, notwithstanding 2 CFR 200.337, the City shall provide citizens with reasonable access to records regarding the past use of CDBG funds,

consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

B. The Subrecipient's Responsibilities

1. The Subrecipient will be responsible for administering the Program in a manner satisfactory to the City and in compliance with this Agreement and with any and all statutory standards related to the Funding.
2. The Subrecipient certifies that all of its activities carried out for the Program through the Funding will satisfy 24 CFR Part 570, including, but not limited to: CDBG eligible activities under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The Subrecipient agrees to repay any and all of the Funding that does not satisfy the regulations required under this provision.
3. The Subrecipient shall perform all activities related to the Program in accordance with its budget; all applicable laws and regulations; and, with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.
4. Upon the City's request while this Agreement is in effect, the Subrecipient shall submit to the City any and all reports, documents, or information on the Subrecipient's performance of the Funding or the Program under this Agreement.
5. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed to by the Parties that if the Subrecipient fails to submit to the City in a timely and satisfactory manner any reports, documents, or information requested by the City under this Agreement, the City may, at its sole discretion, withhold all, or any part of, the Funding. If the City withholds all, or any part of, the Funding, it shall notify the Subrecipient in writing of its decision and the reasons therefor. Any Funding withheld pursuant to this paragraph may be held by the City until such time as the obligations for which the Funding is being withheld is fulfilled by the Subrecipient to the satisfaction of the City.
6. The Subrecipient shall refund to the City any Funding that has been paid to the Subrecipient by the City for which the City determines is a result of overpayment of the Funding to the Subrecipient, or for which the City determines any of the Funding has not been spent by the Subrecipient strictly in accordance with the terms of this Agreement. Such refund shall be made by the Subrecipient to the City within thirty (30) working days after such refund is requested by the City.
7. The Subrecipient shall submit to the City a request for an environmental assessment to be prepared and approved on individual construction sites prior to the beginning of any project if applicable.
8. The Subrecipient shall submit to the City a request for a review of all work specifications prior to the beginning of the procurement process.

9. The Subrecipient will have Match funds ready and available prior to the start of any project, if applicable. Failure to have Match funds ready and available may delay or cancel such project.
10. The Subrecipient agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Subrecipient dissolves, files for bankruptcy, or goes out of business for any reason.

C. Subrecipient's Match

The Subrecipient must provide Match for 25% or more of the total CDBG Funding under this agreement from non-federal sources. Matching funds may include cash or in-kind donations, donated voluntary labor, donated professional services, donated supplies or materials, or other non-federal grant funds.

D. National Objective

The Subrecipient agrees that all activities funded with CDBG funds and carried out under this Agreement will meet the following CDBG program national objectives as defined in 24 CFR 570.208(a):

- 1) Activities benefiting low- and moderate-income persons

E. Financial and Performance Monitoring

1. *General Monitoring.* In accordance with 24 CFR 570.501(b), the City will monitor the Subrecipient's performance under this Agreement in order to ensure that the Subrecipient complies with the terms of this Agreement and all other applicable laws and regulations related to this Agreement and the Funding provided through this Agreement (the "Monitoring"). The Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year, and will take place on a monthly basis.
 - a. Quarterly monitoring reviews may be performed for performance management. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City in writing, the City may suspend or terminate this Agreement.
 - b. The City will submit to the Subrecipient a Notice of Monitoring letter request for program performance and financial standing on or about the ninth (9th) period of the program year. Once received, the City will review this report and compare it with monthly reports as previously submitted by the Subrecipient, and within fifteen (15) days, the City will send a Notice of Monitoring letter (the "Notice") to the Subrecipient, describing the process and necessity for Monitoring. The Notice may require the Subrecipient submit additional information or documentation relevant to the Program for review as part of the Monitoring process. The Subrecipient will have fifteen (15) days to respond to the Notice and submit the requested documentation to satisfy the Notice.

2. *On-site Monitoring.* On-site Monitoring may be deemed necessary by the City based on the Subrecipients reporting history within the terms of the Agreement. In the instance a determination of necessity is made for On-site Monitoring, the City will send a Notice of On-Site Monitoring letter to the Subrecipient at least fifteen (15) days before a Monitoring visit is performed. The City will submit to the Subrecipient a follow-up letter detailing the results of the On-Site Monitoring, at which time the Subrecipient will have fifteen (15) days to provide a written response to the follow-up letter and supporting documents, as necessary, that describes how the Subrecipient will resolve the issues raised by the City in the Monitoring report. The Subrecipient must confirm receipt of the Monitoring report within thirty (30) days if no actionable issues were identified in the Monitoring report. The City reserves the right to conduct a spot check of Subrecipient's facility where program takes place, at any given time without notice.

Article 2. TIME OF PERFORMANCE

Services and performance by the Subrecipient for the Program will commence October 1, 2024 and end on September 30, 2025 (the "Term"). The Term and the provisions of this Agreement shall be extended to cover any additional time period during which the City remains in control of the CDBG Funding period or other CDBG assets, including Program income.

Article 3. BUDGET

The Funding made available to the Subrecipient under this Agreement shall be specifically drawn from the source listed in this section (the "Budget"). The Funding made available to the City under this Agreement shall be drawn from the current program year CDBG allocation by HUD to the City. In the budget listed below, the program year of the HUD allocation to the City is listed to the left of the funding source for the amount allocated and made available to the Subrecipient for the Project under this Agreement. The Funding made available to the Subrecipient under this Agreement shall be directly linked to the specific funding and amount listed in the attached EXHIBIT A. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

Program Year	Funding Source	Project Allocation
2024	CDBG	\$100,000

Article 4. PAYMENT

A. The Payment

The Funding shall be disbursed on a monthly basis, pending the Subrecipient's submission to the City of a written Request for Reimbursement (RFR), with such request being in a form acceptable to the City (the "Payment"). Expenses eligible for Payment to the Subrecipient by the City shall be those expenses incurred or paid for by the Subrecipient prior to submission of an RFR. The Subrecipient shall submit with its RFR, detailed source documentation that clearly shows the source of the expenses incurred and paid for by the Subrecipient that are the subject of the

Subrecipient's RFR. Such source documentation includes, but is not limited to, time sheets, paycheck stubs, receipts, general ledger, invoices, billing statements, or other verification in support of all expenditures incurred by the Subrecipient in its performance of the Program. All expenses under which reimbursement is being requested must be eligible and must be incurred as a direct result of carrying out the Program. Ineligible expenses will not be included in the Payment to the Subrecipient by the City.

B. Not to Exceed

The total amount of the Funding to be paid by the City under this Agreement shall not exceed the amount as stated in the attached EXHIBIT A, for the Program. Any drawdowns on the Payment and any expenses for the general administration of the Program shall be made against the line item budgets specified in this Agreement and in accordance with the Subrecipient's performance of Program.

C. 2 CFR Part 200

Every Payment may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

Article 5. SPECIAL CONDITIONS: None.

Article 6. GENERAL CONDITIONS

A. General Compliance

1. The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations; except that: (1) the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
2. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the CDBG Funding provided under this Agreement. The Subrecipient further agrees to utilize the CDBG Funding under this agreement to supplement, rather than supplant, funds otherwise available.
3. The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to: 24 CFR Part 570; 2 CFR Part 200; The Davis-Bacon Fair Labor Standards Act; The Contract Work Hours and Safety Standards Act of 1962; Copeland "Anti-Kickback" act of 1934; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Title VI of the Civil Rights Act of 1964, (Public Law 88-352

implemented in 24 CFR Part 1); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107); Section 104(b) and 109 of the HCD Act of 1974; 24 CFR Part 75, Section 3 of the Housing and Urban Development Act of 1968; Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904; Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards; The Architectural Barriers Act of 1968; The Americans With Disabilities Act (ADA) of 1990; The Age Discrimination Act of 1975, as amended; National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended; Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401; Asbestos guidelines established in CPD Notice 90-44; HUD Environmental Criteria and Standards (24CFR Part 51); The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39; Historic Preservation Act of 1966, as amended, and related laws and Executive Orders; Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.); and, Flood Disaster protection Act of 1973.

B. “Independent Contractor”

Nothing contained in this Agreement is intended, or shall be construed in any manner, to create or establish the relationship of employer and employee between the Parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Workers’ Compensation insurance as the Subrecipient is an independent contractor.

C. Indemnity and Release

1. THE SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE ACTIVITIES CONTEMPLATED HEREUNDER.
2. THE SUBRECIPIENT SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY ENFORCING THE SUBRECIPIENT'S INDEMNITY HEREIN.
3. THE SUBRECIPIENT, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS SHALL NOT BE LIABLE, AND THE CITY HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FOR, FROM, AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES TO THE SUBRECIPIENT.
4. THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THIS AGREEMENT.

D. Right to Exercise

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

E. Workers' Compensation

If applicable, the Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

G. Subrecipient Recognition

The City shall insure recognition of the role of the Subrecipient in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the Funding source. In addition, the Subrecipient will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both Parties, and approved by the City Council. Such amendments shall neither invalidate this Agreement nor relieve or release the City or the Subrecipient from its obligations under this Agreement.
2. The City may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the Funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

1. In accordance with 2 CFR Part 200 either Party may terminate this Agreement for convenience by giving written notice to the other Party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any work completed on such documents or materials prior to the termination.
2. The City may terminate this agreement if the Subrecipient fails to comply with any terms of this Agreement, whole or in part which include (but are not limited to) the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of CDBG funds provided under this agreement; or
 - d) Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.
3. The City may suspend or terminate this Agreement if the City reasonably believes that the Subrecipient is in noncompliance with any requirement of this Agreement, then the City may withhold up to fifteen percent (15%) of the Funding until such time as the Subrecipient is found to be, or is otherwise adjudicated, to be in compliance.
4. The City may terminate this Agreement in the event of an emergency or disaster, whether, an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to the Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by the Subrecipient.

Article 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Subrecipient agrees to comply with 2 CFR Part 200, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred under this Agreement.

2. *Cost Principles.* The Subrecipient shall administer its program in conformance with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”, which shall be applied to all direct or indirect costs incurred by the Subrecipient under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a) Records demonstrating that each activity meets one of the National Objectives of the CDBG Program under 24 CFR 570.208, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by census tracts;
 - b) Records required to determine the eligibility category under 24 CFR 570.201;
 - c) Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200;
 - d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f) Other records necessary to document compliance with Subpart K or 24 CFR Part 570.
2. *Retention.* The Subrecipient shall retain all financial records, supporting documents and all records pertinent to the Agreement, including but not limited to client data of no less than five (5) years. The retention period begins on the date of the submission of the City’s Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which activities assisted under this Agreement are reported, shall be retained for a period no less than five (5) years after the date of submission. Under this Agreement, Financial records documenting expenditures under this Agreement shall be retained for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is any litigation, claim, audit, negotiation or other action that involves any of the records cited herein and that has started before the expiration of the five (5) year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. *Client Data.* The Subrecipient shall maintain client data that demonstrates its client eligibility for the Funding and services provided under this Agreement for five years after the date of submission of the CAPER to HUD by the City. Such data shall include, but not be limited to: client name or identifier; client address; client income level, race, ethnicity or other determination of client eligibility; and, a description of the service provided to the client related to this Agreement. Such information shall be made available to the City or its designees for review upon request.
4. *Disclosure.* The Subrecipient understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City or Subrecipient's responsibilities related to this Agreement, is prohibited unless written consent is obtained from such client receiving service(s) and in the case of a minor, that of a responsible parent or guardian, unless otherwise required by law.
5. *Property Records.* The Subrecipient shall maintain a real property inventory that clearly identifies any property purchased, improved, or sold under this Agreement or that is related to the Funding. Any such property shall throughout the Term remain in compliance with all eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(7).
6. *Close-Outs.* The Subrecipient's obligation to the City under this Agreement shall not end until all close-out requirements under this Agreement are completed pursuant to applicable Federal regulations and law. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the City); final close-out reports; and, determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control of the CDBG funds, including program income.
7. *Audits & Inspections.* All of the Subrecipient's records related to this Agreement shall be made available at any time during normal business hours as often as the City or its designee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives deems necessary to monitor, audit (if required), examine, or make excerpts or transcripts of any data relevant to this Agreement in order for the City to produce an audit report. Any deficiencies noted in an audit report must be fully cleared by the Subrecipient within thirty (30) days after receipt by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of Funding. The Subrecipient hereby agrees to have an annual internal audit conducted in accordance with current City policy concerning Subrecipient audits and, if required, a regular audit under Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Subrecipient Funds based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in the Subrecipient's accounts. In addition, the City reserves the right to liquidate any part of the Funding for costs incurred by the City on behalf of the Subrecipient.
2. *Performance and Financial Reports.* Throughout the Term, the Subrecipient shall submit monthly reports to the City, in a format, content and frequency as required by the City. A monthly Performance Report, Financial Report, and a narrative for the Subrecipient's Program activity and shall include the amount of all of the Subrecipient's expenditures for each of its Program activities. The Subrecipient shall submit such reports, demographics and narratives no later than the tenth (10th) day of each month. The End of Year report is due no later than October 10, 2025. Reporting will continue from the start of Program activity through the end of the Program year.
3. *Program Income.* The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from HUD and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

D. Procurement

Compliance. The Subrecipient shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with CDBG funds. All Program assets purchased with Funding, including unexpended program income, property, or equipment, shall revert to the City upon the termination of this Agreement.

1. *CFR Standards.* Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.
2. *Travel.* The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area that is financed in any way through the Funding under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR Part 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City all CDBG funds on hand and any accounts receivable attributable to the use of the Funding under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with the Funding in excess of twenty-five thousand dollars (\$25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Subrecipient shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period, or such longer period of time as the City deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with the Funding under this Agreement is sold, the proceeds shall be Program income to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program, or (b) retained after compensating the City for an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

Article 8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and, the requirements in 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Subrecipient shall provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Article 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Subrecipient agrees to comply, and to require its subcontractors to comply, with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and, with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086.
2. *Nondiscrimination.* The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA are still applicable. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. l. 88-352) and 24 CFR 570.601-602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. *Section 504.* The Subrecipient agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.

5. *Reports.* The Subrecipient shall maintain a report that documents the race and ethnicity of its employees. The Subrecipient shall provide the City a copy with said report upon execution of this Agreement.
6. *Policies.* The Subrecipient shall maintain current copies of its fair housing and equal opportunity policies. The Subrecipient shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Subrecipient agrees they shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. If the Subrecipient receives Federal funds through the City, then the Subrecipient shall be required to develop a written Affirmative Action Program to ensure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Subrecipient will use its best efforts to afford small businesses, minority- and women-owned business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C 632), and "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of the term "minority group members" means Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority- and women-owned business enterprises in lieu of an independent investigation.
2. *Access to Records.* The Subrecipient shall furnish and cause any subcontractor to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
3. *Notifications.* The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. *Subcontract Provisions.* The Subrecipient will include the provisions of the Civil Rights and Affirmative Action sections of this Agreement, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Subrecipient or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Subrecipient is prohibited from using the Funding provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.
2. *Labor Standards.*
 - a) The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Copeland “Anti-Kickback” Act (18 U.S.C. 874 et seq.) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.
 - b) The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars (\$2,000) for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Fraud, Waste, and Abuse Reporting Requirements

1. Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in writing, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Such disclosures must be made to the Federal awarding agency or the [insert city/county] in a timely manner. The Subrecipient acknowledges that failure to make required disclosures may result in remedies described under 2 CFR 200.339, including suspension and debarment.
2. The Subrecipient shall ensure that all relevant staff and contractors are aware of and comply with this reporting requirement.

E. “Section 3” Clause

1. *Compliance.* Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement, and binding upon the City, the Subrecipient, any of Subrecipient, and subcontractor. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.
2. *“Section 3” Paragraph.* The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

3. *Training & Employment.* The Subrecipient will ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Subrecipient agrees that priority should be given to low- and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.
4. *Award of Contracts.* The Subrecipient agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Subrecipient agrees that priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.
5. *Notifications.* The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

6. *Subcontracts.* The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not allow any subcontract unless the entity provides a preliminary statement of ability to comply with the requirements of this Agreement and all other applicable law.

F. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Claims for money due or to become due to the City from the Subrecipient under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

G. Subcontracts

1. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.
2. *Monitoring.* The Subrecipient will monitor the performance of all subcontracted services on a regular basis. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Substandard performance as determined by the Subrecipient or the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable time after being notified, Agreement suspension or termination will take place.
3. *Content.* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
4. *Selection Process.* The Subrecipient shall insure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
5. *Suspension and Disbarment.* The Subrecipient shall not enter into any subcontracts with an agency, business, or individual that has been suspended, disbarred, or otherwise excluded from Federal grants. The Subrecipient shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any of the Funding to a subcontract.

H. Hatch Act

The Subrecipient agrees that no Funding or personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

I. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include but are not limited to:

1. The Subrecipient shall maintain a written code of conduct to govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

J. Lobbying

The Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,

it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. It will require that the language of Article 10.D.2 of this Agreement be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all Subrecipients shall certify and disclose accordingly.

K. Lobbying Certification

Any person who fails to file the required certification imposed by section 1352, Title 31, U.S.C. shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Submission of such certification is a prerequisite for making or entering into this Agreement, and the certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

L. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for government purposes.

M. Religious Organization

The Subrecipient agrees that the Funding provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Article 10. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- National Environmental Policy Act, 42 U.S.C. Part 55.
- Clean Air Act, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information; other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and, Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that, for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Asbestos

The Subrecipient agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

Article 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

Article 12. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Article 13. WAIVER

The Subrecipient's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Subrecipient to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Article 14. CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The City warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

Article 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient, and any Subrecipient, with respect to this Agreement.

**IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS
AGREEMENT ON THE EFFECTIVE DATE**


[Signature Page to Follow]

SIGNATURES

FOR: THE CITY OF LUBBOCK

FOR: Love the Hub

Mark McBrayer, Mayor


Mark Daniel, Executive Director
AGENCY FED. I.D. # 88-2197063

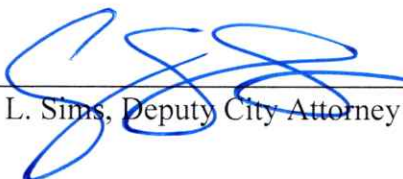
ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Karen Murfee, Community Development Director

APPROVED AS TO FORM:


Amy L. Sims, Deputy City Attorney

PY 2024-25
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
EXHIBIT A

SUB-RECEIPIENT - Love the Hub

TERM - October 1, 2024 – September 30, 2025

PROGRAM - Hope for the Hub

ALLOCATION - \$ 100,000

MATCH – \$ 25,000

PROGRAM DELIVERY- Helping people in need find pathways out of poverty through a career launch program called Hope for the Hub.

LEVEL OF ACCOMPLISHMENT - In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

<u>Activity</u>	<u>Timeline</u>	<u>Proposed Count</u>
Love the Hub	October 1, 2024 – September 30, 2025	75 Unduplicated Persons

*Monthly Reports and Reimbursement Request are due by the 10th of each month
Year End and Outcome Report due no later than October 10, 2025.*

BUDGET

<u>Line Item</u>	<u>2024 CDBG Funding</u>
Program Delivery	\$ 100,000

CONTACT INFORMATION

Communication and details concerning this Agreement shall be directed to the following:

For the City:

Community Development
Karen Murfee, Director
P.O. Box 2000
Lubbock, TX 79457
(806) 775-2296
kmurfee@mylubbock.us

For the Grantee:

Love the Hub
Mark Daniel, Executive Director
10306 Indiana Ave.
Lubbock, TX 79423
(806) 404-4966
mark@lovethehub.org

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Community Development Block Grant Funding Agreement 18445, and all related documents, between the City of Lubbock and YWCA of Lubbock, for funding to provide low to moderate income individuals and families with childcare scholarship assistance. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
YWCA OF LUBBOCK**

This Community Development Block Grant Program Funding Agreement (the “Agreement”), Contract No. 18445, is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the “City”) and YWCA of Lubbock (the “Subrecipient”), (each a “Party,” and collectively the “Parties”) acting by and through the Parties’ representative officers and officials, and is hereby entered into by the Parties on this ____ day of _____, 2024 (the “Effective Date”).

RECITALS

WHEREAS, the Subrecipient is obligated to do and perform certain services in its undertaking of a Community Development Block Grant (CDBG) Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Subrecipient operates a non-profit center offering services to families and individuals throughout the City of Lubbock.

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.200(a) and 24 CFR 570.201; and

WHEREAS, the Subrecipient proposes to use the funds for “Childcare Scholarships” (the “Program”), which will provide scholarships for childcare services to eligible low to moderate income households with children; and

WHEREAS, the Subrecipient’s services benefit residents in and around Lubbock, Texas and constitute a valuable public service, and the City of Lubbock City Council (the “City Council”) has declared the services provided by the Subrecipient to be a public purpose; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this Agreement; and

WHEREAS, the continuing supervision by the City with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the Subrecipient has the special expertise, knowledge, and experience necessary for the operation of the Program; and, that the City will receive adequate consideration in the form of substantial public benefit; and **NOW, THEREFORE:**

THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, AGREE AS FOLLOWS:

AGREEMENT

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

1. The City agrees to provide the Subrecipient with funding from the U.S. Department of Housing and Urban Development (HUD) not to exceed the amount as stated in the attached EXHIBIT A, to be distributed and used according to the provisions of this Agreement.
2. The Funding will be limited to the Subrecipient's performance of the Program, including the satisfaction of expenses incurred by the Subrecipient in its performance of the Program.
3. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the Subrecipient in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the Subrecipient under this Agreement.
4. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient which has been paid to the Subrecipient, which is subject to be paid to the Subrecipient, which has been reimbursed to the Subrecipient, or which is subject to reimbursement to the Subrecipient by any source other than the CDBG Funding under this Agreement.
5. The City shall not be liable for any cost incurred by the Subrecipient which is not an allowable cost as set forth in this Agreement or under 24 CFR 570.207.
6. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient or for any performance rendered by the Subrecipient which is not strictly in accordance with the terms of this Agreement.
7. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient in the performance of this Agreement which has not been billed to the City by the Subrecipient within sixty (60) days following the termination of this Agreement.
8. The City shall not be liable for any cost incurred or performance rendered by the Subrecipient before the commencement or after termination of this Agreement.
9. The City may, at its sole discretion and convenience, review any work specifications prior to the beginning of a procurement process under this Agreement, and the City may inspect any construction for compliance with work specifications prior to the release of the Funding.
10. In accordance with 24 CFR 570.508, notwithstanding 2 CFR 200.337, the City shall provide citizens with reasonable access to records regarding the past use of CDBG funds,

consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

B. The Subrecipient's Responsibilities

1. The Subrecipient will be responsible for administering the Program in a manner satisfactory to the City and in compliance with this Agreement and with any and all statutory standards related to the Funding.
2. The Subrecipient certifies that all of its activities carried out for the Program through the Funding will satisfy 24 CFR Part 570, including, but not limited to: CDBG eligible activities under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The Subrecipient agrees to repay any and all of the Funding that does not satisfy the regulations required under this provision.
3. The Subrecipient shall perform all activities related to the Program in accordance with its budget; all applicable laws and regulations; and, with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.
4. Upon the City's request while this Agreement is in effect, the Subrecipient shall submit to the City any and all reports, documents, or information on the Subrecipient's performance of the Funding or the Program under this Agreement.
5. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed to by the Parties that if the Subrecipient fails to submit to the City in a timely and satisfactory manner any reports, documents, or information requested by the City under this Agreement, the City may, at its sole discretion, withhold all, or any part of, the Funding. If the City withholds all, or any part of, the Funding, it shall notify the Subrecipient in writing of its decision and the reasons therefor. Any Funding withheld pursuant to this paragraph may be held by the City until such time as the obligations for which the Funding is being withheld is fulfilled by the Subrecipient to the satisfaction of the City.
6. The Subrecipient shall refund to the City any Funding that has been paid to the Subrecipient by the City for which the City determines is a result of overpayment of the Funding to the Subrecipient, or for which the City determines any of the Funding has not been spent by the Subrecipient strictly in accordance with the terms of this Agreement. Such refund shall be made by the Subrecipient to the City within thirty (30) working days after such refund is requested by the City.
7. The Subrecipient shall submit to the City a request for an environmental assessment to be prepared and approved on individual construction sites prior to the beginning of any project if applicable.
8. The Subrecipient shall submit to the City a request for a review of all work specifications prior to the beginning of the procurement process.

9. The Subrecipient will have Match funds ready and available prior to the start of any project, if applicable. Failure to have Match funds ready and available may delay or cancel such project.
10. The Subrecipient agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Subrecipient dissolves, files for bankruptcy, or goes out of business for any reason.

C. Subrecipient's Match

The Subrecipient must provide Match for 25% or more of the total CDBG Funding under this agreement from non-federal sources. Matching funds may include cash or in-kind donations, donated voluntary labor, donated professional services, donated supplies or materials, or other non-federal grant funds.

D. National Objective

The Subrecipient agrees that all activities funded with CDBG funds and carried out under this Agreement will meet the following CDBG program national objectives as defined in 24 CFR 570.208(a):

- 1) Activities benefiting low- and moderate-income persons

E. Financial and Performance Monitoring

1. *General Monitoring.* In accordance with 24 CFR 570.501(b), the City will monitor the Subrecipient's performance under this Agreement in order to ensure that the Subrecipient complies with the terms of this Agreement and all other applicable laws and regulations related to this Agreement and the Funding provided through this Agreement (the "Monitoring"). The Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year, and will take place on a monthly basis.
 - a. Quarterly monitoring reviews may be performed for performance management. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City in writing, the City may suspend or terminate this Agreement.
 - b. The City will submit to the Subrecipient a Notice of Monitoring letter request for program performance and financial standing on or about the ninth (9th) period of the program year. Once received, the City will review this report and compare it with monthly reports as previously submitted by the Subrecipient, and within fifteen (15) days, the City will send a Notice of Monitoring letter (the "Notice") to the Subrecipient, describing the process and necessity for Monitoring. The Notice may require the Subrecipient submit additional information or documentation relevant to the Program for review as part of the Monitoring process. The Subrecipient will have fifteen (15) days to respond to the Notice and submit the requested documentation to satisfy the Notice.

2. *On-site Monitoring.* On-site Monitoring may be deemed necessary by the City based on the Subrecipients reporting history within the terms of the Agreement. In the instance a determination of necessity is made for On-site Monitoring, the City will send a Notice of On-Site Monitoring letter to the Subrecipient at least fifteen (15) days before a Monitoring visit is performed. The City will submit to the Subrecipient a follow-up letter detailing the results of the On-Site Monitoring, at which time the Subrecipient will have fifteen (15) days to provide a written response to the follow-up letter and supporting documents, as necessary, that describes how the Subrecipient will resolve the issues raised by the City in the Monitoring report. The Subrecipient must confirm receipt of the Monitoring report within thirty (30) days if no actionable issues were identified in the Monitoring report. The City reserves the right to conduct a spot check of Subrecipient’s facility where program takes place, at any given time without notice.

Article 2. TIME OF PERFORMANCE

Services and performance by the Subrecipient for the Program will commence October 1, 2024 and end on September 30, 2025 (the “Term”). The Term and the provisions of this Agreement shall be extended to cover any additional time period during which the City remains in control of the CDBG Funding period or other CDBG assets, including Program income.

Article 3. BUDGET

The Funding made available to the Subrecipient under this Agreement shall be specifically drawn from the source listed in this section (the “Budget”). The Funding made available to the City under this Agreement shall be drawn from the current program year CDBG allocation by HUD to the City. In the budget listed below, the program year of the HUD allocation to the City is listed to the left of the funding source for the amount allocated and made available to the Subrecipient for the Project under this Agreement. The Funding made available to the Subrecipient under this Agreement shall be directly linked to the specific funding and amount listed in the attached EXHIBIT A. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

Program Year	Funding Source	Project Allocation
2024	CDBG	\$100,000

Article 4. PAYMENT

A. The Payment

The Funding shall be disbursed on a monthly basis, pending the Subrecipient’s submission to the City of a written Request for Reimbursement (RFR), with such request being in a form acceptable to the City (the “Payment”). Expenses eligible for Payment to the Subrecipient by the City shall be those expenses incurred or paid for by the Subrecipient prior to submission of an RFR. The Subrecipient shall submit with its RFR, detailed source documentation that clearly shows the source of the expenses incurred and paid for by the Subrecipient that are the subject of the

Subrecipient's RFR. Such source documentation includes, but is not limited to, time sheets, paycheck stubs, receipts, general ledger, invoices, billing statements, or other verification in support of all expenditures incurred by the Subrecipient in its performance of the Program. All expenses under which reimbursement is being requested must be eligible and must be incurred as a direct result of carrying out the Program. Ineligible expenses will not be included in the Payment to the Subrecipient by the City.

B. Not to Exceed

The total amount of the Funding to be paid by the City under this Agreement shall not exceed the amount as stated in the attached EXHIBIT A, for the Program. Any drawdowns on the Payment and any expenses for the general administration of the Program shall be made against the line item budgets specified in this Agreement and in accordance with the Subrecipient's performance of Program.

C. 2 CFR Part 200

Every Payment may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

Article 5. SPECIAL CONDITIONS: None.

Article 6. GENERAL CONDITIONS

A. General Compliance

1. The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations; except that: (1) the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604; and, (2) the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
2. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the CDBG Funding provided under this Agreement. The Subrecipient further agrees to utilize the CDBG Funding under this agreement to supplement, rather than supplant, funds otherwise available.
3. The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to: 24 CFR Part 570; 2 CFR Part 200; The Davis-Bacon Fair Labor Standards Act; The Contract Work Hours and Safety Standards Act of 1962; Copeland "Anti-Kickback" act of 1934; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Title VI of the Civil Rights Act of 1964, (Public Law 88-352

implemented in 24 CFR Part 1); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107); Section 104(b) and 109 of the HCD Act of 1974; 24 CFR Part 75, Section 3 of the Housing and Urban Development Act of 1968; Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904; Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards; The Architectural Barriers Act of 1968; The Americans With Disabilities Act (ADA) of 1990; The Age Discrimination Act of 1975, as amended; National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended; Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401; Asbestos guidelines established in CPD Notice 90-44; HUD Environmental Criteria and Standards (24CFR Part 51); The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39; Historic Preservation Act of 1966, as amended, and related laws and Executive Orders; Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.); and, Flood Disaster protection Act of 1973.

B. “Independent Contractor”

Nothing contained in this Agreement is intended, or shall be construed in any manner, to create or establish the relationship of employer and employee between the Parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Workers’ Compensation insurance as the Subrecipient is an independent contractor.

C. Indemnity and Release

1. THE SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER, OR FORM, TO THE ACTIVITIES CONTEMPLATED HEREUNDER.
2. THE SUBRECIPIENT SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND OR AGENTS, AS APPLICABLE, ALL ATTORNEYS’ FEES INCURRED BY ENFORCING THE SUBRECIPIENT'S INDEMNITY HEREIN.
3. THE SUBRECIPIENT, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS SHALL NOT BE LIABLE, AND THE CITY HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, FOR, FROM, AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, OR LIABILITIES TO THE SUBRECIPIENT.
4. THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THIS AGREEMENT.

D. Right to Exercise

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

E. Workers' Compensation

If applicable, the Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

G. Subrecipient Recognition

The City shall insure recognition of the role of the Subrecipient in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the Funding source. In addition, the Subrecipient will include a reference to the Funding in all publications made possible under this Agreement.

H. Amendments

1. The City or the Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both Parties, and approved by the City Council. Such amendments shall neither invalidate this Agreement nor relieve or release the City or the Subrecipient from its obligations under this Agreement.
2. The City may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the Funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

1. In accordance with 2 CFR Part 200 either Party may terminate this Agreement for convenience by giving written notice to the other Party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any work completed on such documents or materials prior to the termination.
2. The City may terminate this agreement if the Subrecipient fails to comply with any terms of this Agreement, whole or in part which include (but are not limited to) the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of CDBG funds provided under this agreement; or
 - d) Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.
3. The City may suspend or terminate this Agreement if the City reasonably believes that the Subrecipient is in noncompliance with any requirement of this Agreement, then the City may withhold up to fifteen percent (15%) of the Funding until such time as the Subrecipient is found to be, or is otherwise adjudicated, to be in compliance.
4. The City may terminate this Agreement in the event of an emergency or disaster, whether, an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to the Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by the Subrecipient.

Article 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Subrecipient agrees to comply with 2 CFR Part 200, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred under this Agreement.

2. *Cost Principles.* The Subrecipient shall administer its program in conformance with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”, which shall be applied to all direct or indirect costs incurred by the Subrecipient under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a) Records demonstrating that each activity meets one of the National Objectives of the CDBG Program under 24 CFR 570.208, benefiting low to moderate income (LMI) persons or, low to moderate income area (LMA) by census tracts;
 - b) Records required to determine the eligibility category under 24 CFR 570.201;
 - c) Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200;
 - d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f) Other records necessary to document compliance with Subpart K or 24 CFR Part 570.
2. *Retention.* The Subrecipient shall retain all financial records, supporting documents and all records pertinent to the Agreement, including but not limited to client data of no less than five (5) years. The retention period begins on the date of the submission of the City’s Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which activities assisted under this Agreement are reported, shall be retained for a period no less than five (5) years after the date of submission. Under this Agreement, Financial records documenting expenditures under this Agreement shall be retained for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is any litigation, claim, audit, negotiation or other action that involves any of the records cited herein and that has started before the expiration of the five (5) year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. *Client Data.* The Subrecipient shall maintain client data that demonstrates its client eligibility for the Funding and services provided under this Agreement for five years after the date of submission of the CAPER to HUD by the City. Such data shall include, but not be limited to: client name or identifier; client address; client income level, race, ethnicity or other determination of client eligibility; and, a description of the service provided to the client related to this Agreement. Such information shall be made available to the City or its designees for review upon request.
4. *Disclosure.* The Subrecipient understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City or Subrecipient's responsibilities related to this Agreement, is prohibited unless written consent is obtained from such client receiving service(s) and in the case of a minor, that of a responsible parent or guardian, unless otherwise required by law.
5. *Property Records.* The Subrecipient shall maintain a real property inventory that clearly identifies any property purchased, improved, or sold under this Agreement or that is related to the Funding. Any such property shall throughout the Term remain in compliance with all eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(7).
6. *Close-Outs.* The Subrecipient's obligation to the City under this Agreement shall not end until all close-out requirements under this Agreement are completed pursuant to applicable Federal regulations and law. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the City); final close-out reports; and, determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control of the CDBG funds, including program income.
7. *Audits & Inspections.* All of the Subrecipient's records related to this Agreement shall be made available at any time during normal business hours as often as the City or its designee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives deems necessary to monitor, audit (if required), examine, or make excerpts or transcripts of any data relevant to this Agreement in order for the City to produce an audit report. Any deficiencies noted in an audit report must be fully cleared by the Subrecipient within thirty (30) days after receipt by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of Funding. The Subrecipient hereby agrees to have an annual internal audit conducted in accordance with current City policy concerning Subrecipient audits and, if required, a regular audit under Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Subrecipient Funds based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning the Payments. Payment will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in the Subrecipient's accounts. In addition, the City reserves the right to liquidate any part of the Funding for costs incurred by the City on behalf of the Subrecipient.
2. *Performance and Financial Reports.* Throughout the Term, the Subrecipient shall submit monthly reports to the City, in a format, content and frequency as required by the City. A monthly Performance Report, Financial Report, and a narrative for the Subrecipient's Program activity and shall include the amount of all of the Subrecipient's expenditures for each of its Program activities. The Subrecipient shall submit such reports, demographics and narratives no later than the tenth (10th) day of each month. The End of Year report is due no later than October 10, 2025. Reporting will continue from the start of Program activity through the end of the Program year.
3. *Program Income.* The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from HUD and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

D. Procurement

Compliance. The Subrecipient shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with CDBG funds. All Program assets purchased with Funding, including unexpended program income, property, or equipment, shall revert to the City upon the termination of this Agreement.

1. *CFR Standards.* Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.
2. *Travel.* The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area that is financed in any way through the Funding under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR Part 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City all CDBG funds on hand and any accounts receivable attributable to the use of the Funding under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with the Funding in excess of twenty-five thousand dollars (\$25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, then the Subrecipient shall pay to the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period, or such longer period of time as the City deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with the Funding under this Agreement is sold, the proceeds shall be Program income to reflect the extent to that funds received under this Agreement were used to acquire the equipment. Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program, or (b) retained after compensating the City for an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

Article 8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and, the requirements in 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Subrecipient shall provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Article 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Subrecipient agrees to comply, and to require its subcontractors to comply, with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and, with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, 12086.
2. *Nondiscrimination.* The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA are still applicable. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. l. 88-352) and 24 CFR 570.601-602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. *Section 504.* The Subrecipient agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.

5. *Reports.* The Subrecipient shall maintain a report that documents the race and ethnicity of its employees. The Subrecipient shall provide the City a copy with said report upon execution of this Agreement.
6. *Policies.* The Subrecipient shall maintain current copies of its fair housing and equal opportunity policies. The Subrecipient shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Subrecipient agrees they shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. If the Subrecipient receives Federal funds through the City, then the Subrecipient shall be required to develop a written Affirmative Action Program to ensure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Subrecipient will use its best efforts to afford small businesses, minority- and women-owned business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C 632), and "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of the term "minority group members" means Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority- and women-owned business enterprises in lieu of an independent investigation.
2. *Access to Records.* The Subrecipient shall furnish and cause any subcontractor to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
3. *Notifications.* The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. *Subcontract Provisions.* The Subrecipient will include the provisions of the Civil Rights and Affirmative Action sections of this Agreement, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Subrecipient or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Subrecipient is prohibited from using the Funding provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities; sectarian activity, religious activity, lobbying, political patronage, or nepotism.
2. *Labor Standards.*
 - a) The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Copeland “Anti-Kickback” Act (18 U.S.C. 874 et seq.) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor Act at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.
 - b) The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars (\$2,000) for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Fraud, Waste, and Abuse Reporting Requirements

1. Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in writing, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Such disclosures must be made to the Federal awarding agency or the [insert city/county] in a timely manner. The Subrecipient acknowledges that failure to make required disclosures may result in remedies described under 2 CFR 200.339, including suspension and debarment.
2. The Subrecipient shall ensure that all relevant staff and contractors are aware of and comply with this reporting requirement.

E. “Section 3” Clause

1. *Compliance.* Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement, and binding upon the City, the Subrecipient, any of Subrecipient, and subcontractor. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.
2. *“Section 3” Paragraph.* The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”
3. *Training & Employment.* The Subrecipient will ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Subrecipient agrees that priority should be given to low- and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.
4. *Award of Contracts.* The Subrecipient agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Subrecipient agrees that priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.
5. *Notifications.* The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

6. *Subcontracts.* The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not allow any subcontract unless the entity provides a preliminary statement of ability to comply with the requirements of this Agreement and all other applicable law.

F. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Claims for money due or to become due to the City from the Subrecipient under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

G. Subcontracts

1. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.
2. *Monitoring.* The Subrecipient will monitor the performance of all subcontracted services on a regular basis. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Substandard performance as determined by the Subrecipient or the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable time after being notified, Agreement suspension or termination will take place.
3. *Content.* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
4. *Selection Process.* The Subrecipient shall insure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
5. *Suspension and Disbarment.* The Subrecipient shall not enter into any subcontracts with an agency, business, or individual that has been suspended, disbarred, or otherwise excluded from Federal grants. The Subrecipient shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any of the Funding to a subcontract.

H. Hatch Act

The Subrecipient agrees that no Funding or personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

I. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include but are not limited to:

1. The Subrecipient shall maintain a written code of conduct to govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

J. Lobbying

The Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,

it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. It will require that the language of Article 10.D.2 of this Agreement be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all Subrecipients shall certify and disclose accordingly.

K. Lobbying Certification

Any person who fails to file the required certification imposed by section 1352, Title 31, U.S.C. shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Submission of such certification is a prerequisite for making or entering into this Agreement, and the certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

L. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for government purposes.

M. Religious Organization

The Subrecipient agrees that the Funding provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Article 10. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- National Environmental Policy Act, 42 U.S.C. Part 55.
- Clean Air Act, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information; other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and, Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that, for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Asbestos

The Subrecipient agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

Article 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

Article 12. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Article 13. WAIVER

The Subrecipient's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Subrecipient to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Article 14. CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The City warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement.

Article 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient, and any Subrecipient, with respect to this Agreement.

**IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED AND ENTER INTO THIS
AGREEMENT ON THE EFFECTIVE DATE**

[Signature Page to Follow]

SIGNATURES

FOR: THE CITY OF LUBBOCK

FOR: YWCA of Lubbock

Mark McBrayer, Mayor



Glenda Mathis, Chief Executive Officer



Dawndra Sechrist, President
AGENCY FED. I.D. #75-0939427

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

PY 2024-25
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
EXHIBIT A

SUB-RECEIPIENT - YWCA of Lubbock

TERM - October 1, 2024 – September 30, 2025
PROGRAM - Childcare Scholarships
ALLOCATION - \$ 100,000
MATCH – \$ 25,000

PROGRAM DELIVERY- This program will provide scholarships for childcare services to eligible households with infants, toddlers, preschoolers, or school- aged children, and who are in need of assistance due to circumstantial constraints, thus allowing them to maintain stability while continuing to work or seek employment.

LEVEL OF ACCOMPLISHMENT - In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

<u>Activity</u>	<u>Timeline</u>	<u>Proposed Count</u>
Childcare Scholarships	October 1, 2024 – September 30, 2025	100 Unduplicated Persons

*Monthly Reports and Reimbursement Request are due by the 10th of each month
Year End and Outcome Report due no later than October 10, 2025.*

BUDGET

<u>Line Item</u>	<u>2024 CDBG Funding</u>
Program Delivery	\$100,000

CONTACT INFORMATION

Communication and details concerning this Agreement shall be directed to the following:

For the City:

Community Development
Karen Murfee, Director
P.O. Box 2000
Lubbock, TX 79457
(806) 775-2296
kmurfee@mylubbock.us

For the Grantee:

YWCA of Lubbock
Glenda Mathis, Chief Executive Officer
6501 University Ave.
Lubbock, TX 79413
(806) 776-9733
glenda.mathis@ywcalubbock.org

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Contract 18452, and all related documents, with the Lubbock Housing Authority, for a lease of office space at 1708 Crickets Avenue, Lubbock, Texas, for the Community Development Department.

Item Summary

This lease for Community Development office space is located at 1708 Crickets Avenue, and is funded with Community Development Block Grant (CDBG) Administrative funds from the U.S. Department of Housing and Urban Development (HUD).

The cost of the 394.166 square feet of space is \$10 per square foot, plus \$510.32 per month for cleaning services.

The total monthly lease is \$4,451.98, totaling \$53,423.76 annually.

The term is from October 1, 2024 to September 30, 2029.

Fiscal Impact

The annual cost of the lease is \$53,423.76, and is funded by CDBG Administrative funds from HUD, so there is no fiscal impact on the General Fund.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Karen Murfee, Director of Community Development

Attachments

LHA Resolution

LHA Lease

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Office Lease by and between the City of Lubbock and the Housing Authority of the City of Lubbock, a Texas municipal housing authority, and all related documents. Said Office Lease is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

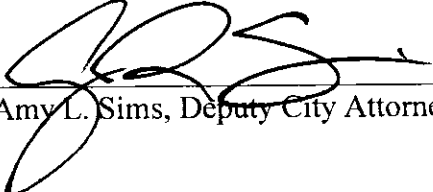
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.LHA Office Lease-CD

Resolution No.

**OFFICE LEASE
Terms**

Date: 1st day of October 2024

Landlord: Housing Authority of the City of Lubbock, a Texas municipal housing authority

Landlord's Address:

Housing Authority of the City of Lubbock
1708 Crickets Avenue
Lubbock, Texas 79401
Lubbock County

Tenant: City of Lubbock, a Texas Home Rule Municipal Corporation

Tenant's Address:

City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Lubbock County

Premises:

Approximate square feet: 4,108 square feet
Name of building: Lubbock Housing Authority
Administration Building Street address/suite:
1708 Crickets Avenue
Lubbock, Texas 79401
Lubbock County

Base Rent (monthly):

\$3941.66 (based on \$9.00 per square foot plus \$1 per square foot to cover utilities and \$510.32 per month for cleaning services 3 times per week.)

Security Deposit: \$-0-

Term (months):

Sixty (60) months, subject to provisions of section E. 21 of this agreement. Tenant and Landlord retain the right, at its election, to terminate this lease by giving the other Party thirty (30) days written notice that lease is terminated. If lease expires it reverts to a Month-to-Month lease until such time a new lease is approved or a 30-day termination notice is given.

Commencement Date: October 1, 2024

Termination Date: September 30, 2029

Use:

City of Lubbock Community Development Department Services and Administrative offices.

Amount of Liability Insurance:

Death/bodily injury: \$1,000,000

Property: \$500,000

Definitions

"Rent" means Base Rent plus any other amounts of money due Landlord by Tenant.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and its agents, employees, invitees, licensees, or visitors.

"Common Areas" means all facilities and areas of the building that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the building. Landlord has the exclusive control over and right to manage the Common Areas.

"Building Operating Hours" means 7:00 a.m. to 6:00 p.m. Monday through Friday, except holidays, but is dependent upon the needs of the programs operated by the Tenant.

Clauses and Covenants**A. Tenant agrees to:**

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for Tenant's intended Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulations of the building adopted by Landlord.
4. Pay monthly, in advance, on the 15th day of the month, the Base Rent to Landlord at Landlord's Address.
5. Pay, as additional Rent, all other amounts due under this lease.
6. Pay for all utility services used by Tenant and not provided by Landlord.
7. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.
8. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
9. Repair any damage to the Premises caused by Tenant.
10. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

11. Maintain public liability insurance for the Premises and the conduct of Tenant's business, naming Landlord as an additional insured, in the amounts stated in the lease.

12. Maintain insurance on Tenant's personal property.

13. Deliver certificates of insurance to Landlord before the Commencement Date and thereafter when requested.

14. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of use of the Premises, to the extent allowed by law.

15. Vacate the Premises and return all keys to the Premises on termination of this lease.

16. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

17. Arrange with Landlord in advance for any heating, air-conditioning, or electrical needs in excess of the services provided by Landlord and pay for such additional services as billed by Landlord.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than that stated in the lease.

2. Create a nuisance.

3. Interfere with any other tenant's normal business operations or Landlord's management of the building.

4. Permit any waste.

5. Use the Premises in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on the building.

6. Change Landlord's lock system without the prior written approval of Landlord.

7. Alter the Premises without the prior written approval of Landlord.

8. Allow a lien to be on the Premises.

9. Assign this lease or sublease any portion of the Premises.

C. Landlord agrees to:

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, and any additional renewal terms.

2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the building.

3. Provide normal utility service connections and service to the building.
4. Repair, replace, and maintain the (a) roof, (b) foundation, (c) structural soundness of the exterior walls, doors, and windows, (d) plumbing infrastructure located in the slab or in the wall or in the ceiling, (e) sewer, and (f) HVAC systems serving the Premises.
5. Insure the building against all risks of direct physical loss in an amount equal to at least 90 percent of the full replacement cost of the same as of the date of the loss and liability; Tenant will have no claim to any proceeds of Landlord's insurance policy.
6. Return the Security Deposit to Tenant, less itemized deductions, if any, within thirty days after the termination of this lease.
7. Provide the following services: (a) air conditioning and heating to the Premises reasonable for Tenant's Use (exclusive of air conditioning or heating for electronic data-processing or other specialized equipment) during Building Operating Hours and at such other times at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; and (c) electric current for normal office machines and the building's standard lighting reasonable for Tenant's Use.

D. Landlord agrees not to:

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.
2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
3. *Release of Claims /Subrogation.* Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
4. *Notice to Insurance Companies.* Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

5. *Casualty /Total or Partial Destruction*

a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the Premises to substantially the same condition that existed before the casualty. If Landlord fails to complete restoration within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord.

b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue, and Landlord will restore the Premises as provided in a. above.

c. To the extent, the Premises are untenable after the casualty and the damage was not caused by Tenant, the Rent will be adjusted as may be fair and reasonable.

6. *Condemnation /Substantial or Partial Taking*

a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

8. *Default by Landlord /Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide services as set out in Section C. (7) of this agreement within thirty days after default, terminate this lease.

9. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten (10) days after written notice with any provisions of this lease other than the defaults set forth in (a) and (b) above.

10. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

11. *Default//Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

12. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

13. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

14. *Venue.* Venue is in the county in which the Premises are located.

15. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

16. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

17. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

18. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

19. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

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

21. *Non-Appropriation.* All funds for payment by the Tenant under this lease are subject to the availability of an annual appropriation for this purpose by the Tenant. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the payment required under the lease, the Tenant will terminate the lease, 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 lease is spent, whichever event occurs first. At any time, funds are not appropriated for the continuance of this lease, cancellation shall be accepted by the Landlord on 30 days prior written notice, but failure to give such notice shall be of no effect insert and the Tenant shall not be obligated under this lease beyond the date of termination.

LANDLORD:

HOUSING AUTHORITY OF THE CITY OF LUBBOCK

By: 
Mike Chapman, Executive Director

TENANT:

CITY OF LUBBOCK, TEXAS

By: _____
Mark W. McBrayer, Mayor

ATTEST:

CITY OF LUBBOCK, TEXAS

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

CITY OF LUBBOCK, TEXAS


Karen Murfee, Community Development Director

APPROVED AS TO FORM:

CITY OF LUBBOCK, TEXAS


Amy Sims, Deputy City Attorney

Information

Agenda Item

Resolutions - Public Transit Services: Consider resolutions authorizing the Mayor to execute Contract 18183 with AEG Petroleum, Contract 18293 with United Oil & Grease, Contract 18291 with RelaDyne, and Contract 18290 with Arnold Oil Company of Austin, L.P., for motor oil and lubricants for Citibus.

Item Summary

Due to the ending of the Citibus Motor Oil and Lubricants contract, new contracts are needed for the purchase of motor oil and lubricants for all Citibus vehicles. The City of Lubbock issued an Invitation to Bid (ITB) for Motor Oil and Lubricants for Citibus.

The bid included 10 different products, and bids were broken down into individual line items for award to the lowest bidder(s) of each item. Contracts are awarded by line item and unit price. Some line items may be awarded to multiple bidders in order to ensure availability of the product. Bid Tab Tables are attached.

If the lowest bidder is unable to provide the product, staff will move to the contracted vendor with the next lowest price. Multiple contracts will be awarded for this bid. Contracts are awarded for one year, with 2, one-year extensions. The total amount of the award is estimated based on expected quantities, and actual expenditures may differ depending on actual quantities purchased. The price per unit will not change.

In response to ITB 24-18183-KM, the following bids were received and opened on August 6, 2024.

Contractor	Annual Amount
**Safety-Kleen Systems, Inc., Norwell, Massachusetts	\$34,931.75
AEG Petroleum LLC, Amarillo, Texas	\$74,157.80
Texas Enterprises Inc. dba United Oil and Grease, Austin, Texas	\$90,346.10
Reladyne, Tye, Texas	\$90,469.00
Arnold Oil Company of Austin, Austin, Texas	\$95,314.40
Romeo Enterprises LLC, Piscataway, New Jersey	\$118,156.50

** Contract 18292 with Safety-Kleen Systems does not exceed the \$50,000 threshold that requires City Council approval.

Individual contracts will be awarded to AEG Petroleum of Amarillo, Texas, Texas Enterprises, Inc. dba United Oil & Grease of Austin, Texas, Reladyne of Tye, Texas, and Arnold Oil Company of Austin, Austin, Texas.

The contracts will begin upon approval by the City Council.

Fiscal Impact

The cost of these contracts are included in the FY 2025 Citibus Budget. There will be no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus
Public Transit Advisory Board

Attachments

Resolution - AEG Petroleum
Contract 18183 - AEG Petroleum
Resolution 18293 – United Oil & Grease
Contract 18293 – United Oil & Grease
Resolution 18291 - RelaDyne
Contract 18291 - RelaDyne
Resolution 18290 – Arnold Oil Company of Austin, L.P
Contract 18290 – Arnold Oil Company of Austin, L.P
Citibus Motor Oil & Lubricants Bid Tabulation
Citibus Motor Oil & Lubricants Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 18183 for Motor Oil & Lubricants for Citibus, by and between the City of Lubbock and AEG Petroleum, LLC, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

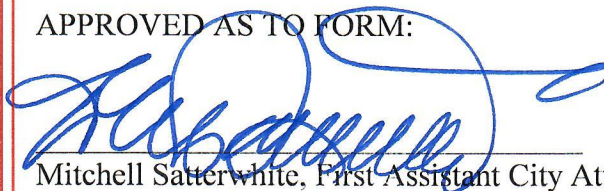
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-AEG Petroleum, LLC
September 24, 2024

**City of Lubbock
Contract for
Motor Oil & Lubricants for Citibus**

THIS CONTRACT made and entered into this ____ day of _____, 2024, by and between the City of Lubbock ("City"), and **AEG Petroleum, LLC**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Motor Oil & Lubricants for Citibus** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Motor Oil & Lubricants for Citibus**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Motor Oil & Lubricants for Citibus**, and more specifically referred to as **Items 0-1 through 1-10** on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.
4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be

further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
9. Insurance Requirements

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

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

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

Automobile Liability Requirements: \$1M/occurrence is needed

Professional Liability Requirements: \$1M occurrence / \$2M aggregate

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

- The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
- Waivers of Subrogation are required for CGL, AL, and WC.
- To Include Products of Completed Operations endorsement.
- Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

- Carriers must meet an A.M. Best rating of A- or better.
- Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
11. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict

between this provision and another provision in, or related to, this document, this provision shall control.

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.
17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the 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.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 24-18183-KM, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Chris Mandrell, Citibus General Manager

APPROVED AS TO FORM:



Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY 

Authorized Representative

Wade Alexander

Print Name

900 S Harrison St.

Address

Amarillo, TX 79101

City, State, Zip Code

City of Lubbock, TX
ITB 24-18183-KM
Motor Oil & Lubricants for Citibus
Specifications

INTENT

This solicitation is an Invitation for Bid to establish an annual price contract for Motor Oil and Lubricants.

No guarantee of Volume. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum. Amounts, quantities listed on the bid form are estimates only.

No price Escalation: Bids are to be submitted on a firm fixed price basis. No escalation of price will be permitted during the term of this contract.

SCOPE OF SERVICES:

- The successful vendor will keep stocking level at their warehouse in quantities enough as to not cause Citibus to buy oil and lubricants from any other source.
- Orders must ship within 24 hours of receipt of order and must be received within one (1) week of receipt of order. F.O.B to Citibus located at 801 Texas Ave, Lubbock, Texas 79401.

REFERENCES

Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

DOCUMENTS

Bidder must submit the following forms with their bid. Failure to do so may deem the bid non-responsive:

- Statement of Eligibility
- Affidavit of Non- Collusion
- List of Similar Contracts
- Buy America Certificate

SPECIFICATIONS

Any catalog, brand name or manufacturer's reference in the specifications is descriptive and NOT restrictive, and are used to indicate type and quality level desired. Bids on brands of like nature and quality may be considered unless specifically excluded.

If bidding on other than reference or specifications, bid must show manufacturer, brand, trade name, catalog and/or lot number, etc., on article offered and certify article offered is equivalent to specifications. If other than specified brand of items is offered, specifications, catalog sheets, illustrations and complete descriptive literature must be submitted with bid.

Minor deviations from written specifications shall not necessarily disqualify a vendor's bid. The City of Lubbock specification committee will be the sole determiner of what constitutes a minor deviation.

The City may deem it necessary to specify Approved Brands after conclusive testing, prior to usage or standardization. The City may test any sample(s), supplied free of charge, to qualify for the Approved Brand list. Each sample must be marked with bidder's name and address: At bidder's request and expense, the sample(s) not destroyed or used in examinations and testing will be returned.

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This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FT A Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FT A mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FT A terms and conditions.

City of Lubbock, TX
ITB 24-18183-KM
Motor Oil & Lubricants for Citibus
Bid Form

				AEG Petroleum, LLC	
				Amarillo, TX	
				\$74,157.80	
#	Items	Quantity Required (+/-)	UOM	Location Cost	
				Unit Price	Total Cost
#0-1	Mobil Delvac Low Ash 15W-40	4000	GL	\$11.60	\$46,400.00
#0-2	Transynd	275	GL	\$25.67	\$7,059.25
#0-3	Dexron III/Mercon	220	GL	\$8.68	\$1,909.60
#0-4	SCA charged Pre-mix 50/50 Powercool	825	GL	\$4.69	\$3,869.25
#0-5	Chassis Grease (High temp grease)	65	GL	\$24.75	\$1,608.75
#0-6	Urea exhaust lube	600	GL	\$1.93	\$1,158.00
#0-7	5W-30 Conventional oil	220	GL	\$8.41	\$1,850.20
#0-8	75W-90 Synthetic Gear oil	110	GL	\$15.85	\$1,743.50
#0-9	80W-90 Gear oil	275	GL	\$10.67	\$2,934.25
#0-10	5W-20 Synthetic oil	500	GL	\$11.25	\$5,625.00

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- Suspension and Debarment Certification
- Texas Government Code Section 2252.152
- Texas Government Code Section 2271.002
- Texas Government Code 2274

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY AEG Petroleum LLC a
corporation organized under the laws of the State of Texas, or a partnership consisting of
_____ or individual trading as _____ of
the City of Amarillo

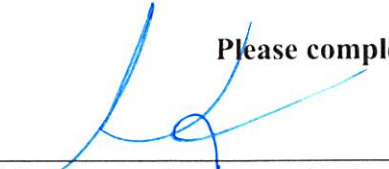
Tax ID No.: 27-3630768

Address: 900 S Harrison

City: Amarillo State: Tx Zip: 79105

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)

Please complete the information below.

By  Date: 07/26/2024
Authorized Representative - must sign by hand

Officer Name and Title: Wade Alexander Owner

Business Telephone Number (806) 322-7000 FAX: (806) 322-1380

E-mail Address: wade@aegpetroleum.com

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 18293 for Motor Oil and Lubricants for Citibus, by and between the City of Lubbock and Texas Enterprises, Inc. dba United Oil and Grease, 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.

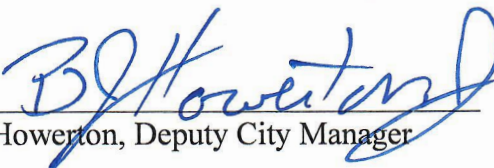
Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

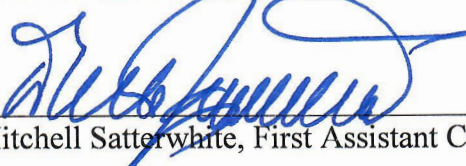
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Texas Enterprises, Inc.
September 16, 2024

City of Lubbock
Contract for
Motor Oil & Lubricants for Citibus

THIS CONTRACT made and entered into this ____ day of _____, 2024, by and between the City of Lubbock ("City"), and **Texas Enterprises, Inc. dba United Oil and Grease,** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Motor Oil & Lubricants for Citibus** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Motor Oil & Lubricants for Citibus**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Motor Oil & Lubricants for Citibus**, and more specifically referred to as **Items #0-1, #0-2 and #0-7** on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.
4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide

such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
9. Insurance Requirements

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

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

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

Automobile Liability Requirements: \$1M/occurrence is needed

Professional Liability Requirements: \$1M occurrence / \$2M aggregate

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

- The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
- Waivers of Subrogation are required for CGL, AL, and WC.
- To Include Products of Completed Operations endorsement.
- Carrier will provide a 30-day written notice of cancellation, 10-day written notice

for non-payment.

- Carriers must meet an A.M. Best rating of A- or better.
- Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
11. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior

to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.
17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the 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.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions

under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 24-18183-KM, Specifications, and the Bid Form.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

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Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Chris Mandrell, Citibus General Manager

APPROVED AS TO FORM:



Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY Cody Douglas
Authorized Representative

Print Name

Address

City, State, Zip Code

*Texas Enterprises, Inc.
dba United Oil & Grease*

Cody Douglas

4911 E. 7th Street

Austin, Tx. 78702

City of Lubbock, TX
ITB 24-18183-KM
Motor Oil & Lubricants for Citibus
Specifications

INTENT

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Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

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City of Lubbock, TX
ITB 24-18183-KM
Motor Oil & Lubricants for Citibus
Bid Form

				Texas Enterprises, Inc. dba United Oil and Grease	
				Austin, TX \$64,986.00	
				Location Total Cost	
#	Items	Quantity Required (+/-)	UOM	Unit Price	Total Cost
0					
#0-1	Mobil Delvac Low Ash 15W-40	4000	GL	\$13.70	\$54,800.00
#0-2	Transynd	275	GL	\$30	\$8,250.00
#0-7	5W-30 Conventional oil	220	GL	\$8.80	\$1,936.00

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- Suspension and Debarment Certification
- Texas Government Code Section 2252.152
- Texas Government Code Section 2271.002
- Texas Government Code 2274

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY Texas Enterprises, Inc. dba United Oil & Grease
corporation organized under the laws of the State of Texas, or a partnership consisting of
_____ or individual trading as United Oil & Grease
the City of Austin with local warehouse in Lubbock, Tx
Tax ID No.: 74-1858874
Address: 4911 E. 7th
City: Austin State: TX Zip: 78702

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)

N/A
None

Please complete the information below.

By Cody Douglas Date 07/18/2024
Authorized Representative - must sign by hand
Officer Name and Title: Cody Douglas VP of Treasury & Credit
Business Telephone Number 512-385-2020 FAX: 512-389-3330
E-mail Address: cdouglas@texasenterprises.com

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 18291 for Motor Oil and Lubricants for Citibus, by and between the City of Lubbock and RelaDyne, 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.

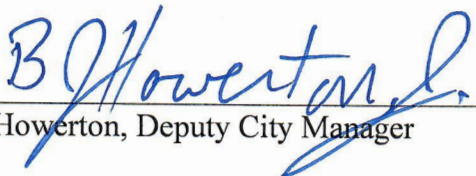
Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

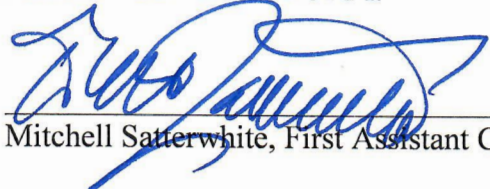
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdcs II/RES.Contract-RelaDyne
September 16, 2024

**City of Lubbock
Contract for
Motor Oil & Lubricants for Citibus**

THIS CONTRACT made and entered into this ____ day of _____, 2024, by and between the City of Lubbock ("City"), and **RelaDyne**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Motor Oil & Lubricants for Citibus** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Motor Oil & Lubricants for Citibus**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Motor Oil & Lubricants for Citibus**, and more specifically referred to as **Items #0-3 through #0-10** on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.
4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be

further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
9. Insurance Requirements

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

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

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

Automobile Liability Requirements: \$1M/occurrence is needed

Professional Liability Requirements: \$1M occurrence / \$2M aggregate

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

- The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
- Waivers of Subrogation are required for CGL, AL, and WC.
- To Include Products of Completed Operations endorsement.
- Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

- Carriers must meet an A.M. Best rating of A- or better.
- Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
11. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict

between this provision and another provision in, or related to, this document, this provision shall control.

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.
17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the 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.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 24-18183-KM, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:




Chris Mandrell, Citibus General Manager

APPROVED AS TO FORM:



Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY 
Authorized Representative

TRENT HORROCKS
Print Name

3302 E. Slaton Rd.
Address

Lubbock, TX. 79404
City, State, Zip Code

City of Lubbock, TX
ITB 24-18183-KM
Motor Oil & Lubricants for Citibus
Specifications

INTENT

This solicitation is an Invitation for Bid to establish an annual price contract for Motor Oil and Lubricants.

No guarantee of Volume. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum. Amounts, quantities listed on the bid form are estimates only.

No price Escalation: Bids are to be submitted on a firm fixed price basis. No escalation of price will be permitted during the term of this contract.

SCOPE OF SERVICES:

- The successful vendor will keep stocking level at their warehouse in quantities enough as to not cause Citibus to buy oil and lubricants from any other source.
- Orders must ship within 24 hours of receipt of order and must be received within one (1) week of receipt of order. F.O.B to Citibus located at 801 Texas Ave, Lubbock, Texas 79401.

REFERENCES

Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

DOCUMENTS

Bidder must submit the following forms with their bid. Failure to do so may deem the bid non-responsive:

- Statement of Eligibility
- Affidavit of Non- Collusion
- List of Similar Contracts
- Buy America Certificate

SPECIFICATIONS

Any catalog, brand name or manufacturer's reference in the specifications is descriptive and NOT restrictive, and are used to indicate type and quality level desired. Bids on brands of like nature and quality may be considered unless specifically excluded.

If bidding on other than reference or specifications, bid must show manufacturer, brand, trade name, catalog and/or lot number, etc., on article offered and certify article offered is equivalent to specifications. If other than specified brand of items is offered, specifications, catalog sheets, illustrations and complete descriptive literature must be submitted with bid.

Minor deviations from written specifications shall not necessarily disqualify a vendor's bid. The City of Lubbock specification committee will be the sole determiner of what constitutes a minor deviation.

The City may deem it necessary to specify Approved Brands after conclusive testing, prior to usage or standardization. The City may test any sample(s), supplied free of charge, to qualify for the Approved Brand list. Each sample must be marked with bidder's name and address: At bidder's request and expense, the sample(s) not destroyed or used in examinations and testing will be returned.

When specifications call for samples to be submitted, samples shall be delivered by the bidder, at bidder's expense, five days prior to the opening of bids. Each sample shall be clearly tagged to show bidder's name and address and item number.

The City of Lubbock reserves the right to determine which specific items on any specification requirements require strict adherence, or are most important, and those that are not, or requiring a lesser degree of importance (i.e., the shade of paint is far less important than the horsepower of a motor). Such determination can and will be a basis for evaluating, recommending and making award. The City will, at its sole discretion, assess warranty offered, and utilize life-cycle costing and/or performance factors as the evaluation method and basis for award. The low bid most closely meeting specifications is usually the bid given the award, although delivery time is sometimes a necessary factor (i.e., a low bid that best meets specifications will not do us much good if delivery is two years from now). Should a requested specification sheet not be submitted with a bid, this is considered non-responsive and therefore may not be considered. PLEASE READ AND RESPOND TO SPECIFICATION REQUIREMENTS CAREFULLY.

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FT A Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FT A mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FT A terms and conditions.

City of Lubbock, TX
ITB 24-18183-KM
Motor Oil & Lubricants for Citibus
Bid Form

				RELADYNE	
				Tye, TX	
				\$22,060.50	
				Unit	Total
#	Items	Quantity Required (+/-)	UOM	Price	Cost
0					
#0-3	Dexron III/Mercon	220	GL	\$8.90	\$1,958.00
#0-4	SCA charged Pre-mix 50/50 Powercool	825	GL	\$5.90	\$4,867.50
#0-5	Chassis Grease (High temp grease)	65	GL	\$28.70	\$1,865.50
#0-6	Urea exhaust lube	600	GL	\$1.89	\$1,134.00
#0-7	5W-30 Conventional oil	220	GL	\$7.90	\$1,738.00
#0-8	75W-90 Synthetic Gear oil	110	GL	\$21.50	\$2,365.00
#0-9	80W-90 Gear oil	275	GL	\$10.30	\$2,832.50
#0-10	5W-20 Synthetic oil	500	GL	\$10.60	\$5,300.00

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. 18290 for Motor Oil & Lubricants for Citibus, by and between the City of Lubbock and Arnold Oil Company of Austin, 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:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Arnold Oil Company
September 24, 2024

City of Lubbock
Contract for
Motor Oil & Lubricants for Citibus

THIS CONTRACT made and entered into this ____ day of _____, 2024, by and between the City of Lubbock ("City"), and **Arnold Oil Company of Austin**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Motor Oil & Lubricants for Citibus** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Motor Oil & Lubricants for Citibus**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Motor Oil & Lubricants for Citibus**, and more specifically referred to as **Items #0-1, #0-2, #0-5, #0-6 and #0-9** on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.
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5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be

further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

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8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
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SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

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

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

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- The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
- Waivers of Subrogation are required for CGL, AL, and WC.
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- Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

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IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
11. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict

between this provision and another provision in, or related to, this document, this provision shall control.

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.
17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the 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.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 24-18183-KM, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

CONTRACTOR

Mark McBrayer, Mayor

BY Tyler Sheffield
Authorized Representative

ATTEST:

Tyler Sheffield
Print Name

Courtney Paz, City Secretary

5909 Burleson Rd
Address

APPROVED AS TO CONTENT:

Austin, Tx 78744
City, State, Zip Code

Chris Mandrell
Chris Mandrell, Citibus General Manager

APPROVED AS TO FORM:

Mitch Satterwhite
Mitch Satterwhite, First Assistant City Attorney

City of Lubbock, TX
ITB 24-18183-KM
Motor Oil & Lubricants for Citibus
Specifications

INTENT

This solicitation is an Invitation for Bid to establish an annual price contract for Motor Oil and Lubricants.

No guarantee of Volume. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum. Amounts, quantities listed on the bid form are estimates only.

No price Escalation: Bids are to be submitted on a firm fixed price basis. No escalation of price will be permitted during the term of this contract.

SCOPE OF SERVICES:

- The successful vendor will keep stocking level at their warehouse in quantities enough as to not cause Citibus to buy oil and lubricants from any other source.
- Orders must ship within 24 hours of receipt of order and must be received within one (1) week of receipt of order. F.O.B to Citibus located at 801 Texas Ave, Lubbock, Texas 79401.

REFERENCES

Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

DOCUMENTS

Bidder must submit the following forms with their bid. Failure to do so may deem the bid non-responsive:

- Statement of Eligibility
- Affidavit of Non- Collusion
- List of Similar Contracts
- Buy America Certificate

SPECIFICATIONS

Any catalog, brand name or manufacturer's reference in the specifications is descriptive and NOT restrictive, and are used to indicate type and quality level desired. Bids on brands of like nature and quality may be considered unless specifically excluded.

If bidding on other than reference or specifications, bid must show manufacturer, brand, trade name, catalog and/or lot number, etc., on article offered and certify article offered is equivalent to specifications. If other than specified brand of items is offered, specifications, catalog sheets, illustrations and complete descriptive literature must be submitted with bid.

Minor deviations from written specifications shall not necessarily disqualify a vendor's bid. The City of Lubbock specification committee will be the sole determiner of what constitutes a minor deviation.

The City may deem it necessary to specify Approved Brands after conclusive testing, prior to usage or standardization. The City may test any sample(s), supplied free of charge, to qualify for the Approved Brand list. Each sample must be marked with bidder's name and address: At bidder's request and expense, the sample(s) not destroyed or used in examinations and testing will be returned.

When specifications call for samples to be submitted, samples shall be delivered by the bidder, at bidder's expense, five days prior to the opening of bids. Each sample shall be clearly tagged to show bidder's name and address and item number.

The City of Lubbock reserves the right to determine which specific items on any specification requirements require strict adherence, or are most important, and those that are not, or requiring a lesser degree of importance (i.e., the shade of paint is far less important than the horsepower of a motor). Such determination can and will be a basis for evaluating, recommending and making award. The City will, at its sole discretion, assess warranty offered, and utilize life-cycle costing and/or performance factors as the evaluation method and basis for award. The low bid most closely meeting specifications is usually the bid given the award, although delivery time is sometimes a necessary factor (i.e., a low bid that best meets specifications will not do us much good if delivery is two years from now). Should a requested specification sheet not be submitted with a bid, this is considered non-responsive and therefore may not be considered. PLEASE READ AND RESPOND TO SPECIFICATION REQUIREMENTS CAREFULLY.

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FT A Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FT A mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FT A terms and conditions.

City of Lubbock, TX
ITB 24-18183-KM
Motor Oil Lubrivants for Citibus
Bid Form

				Arnold Oil Company of Austin Austin, TX \$67,789.75	
			Location Total Cost		
#	Items	Quantity Required (+/-)	UOM	Unit Price	Total Cost
0					
#0-1	Mobil Delvac Low Ash 15W-40	4000	GL	\$13.76	\$55,040.00
#0-2	Transynd	275	GL	\$29.32	\$8,063.00
#0-6	Urea exhaust lube	600	GL	\$2.05	\$1,230.00
#0-9	80W-90 Gear oil	275	GL	\$12.57	\$3,456.75

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- Suspension and Debarment Certification
- Texas Government Code Section 2252.152
- Texas Government Code Section 2271.002
- Texas Government Code 2274

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY Arnold Oil company of Austin a
corporation organized under the laws of the State of _____, or a partnership consisting of
Jim Arnold Rhonda Arnold or individual trading as _____ of
the City of _____

Tax ID No.: 20-0916446

Address: 5909 Burleson Rd

City: Austin State: TX Zip: 78744

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)

Please complete the information below.

By Tyler Sheffield Tyler Sheffield Date: 8.6.24
Authorized Representative - must sign by hand

Officer Name and Title: Tyler Sheffield Director of Major Accounts

Business Telephone Number 903456 2887 FAX: _____

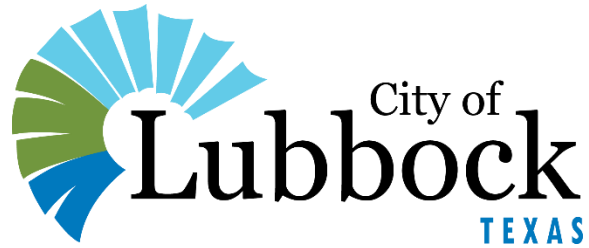
E-mail Address: Tsheffield@arnoldoil.com

City of Lubbock, TX
ITB 24-18183-KM
Motor Oil Lubricants for Citibus
Bid Tabulation Sheet

				AEG Petroleum, LLC		Arnold Oil Company of Austin		RELADYNE	
				Amarillo, TX		Austin, TX		Tye, TX	
				Total Cost Selected #		\$74,157.80		\$95,314.40	
#	Items	Quantity Required	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
0									
#0-1	Mobil Delvac Low Ash 15W-40	4000	GL	\$11.60	\$46,400.00	\$13.76	\$55,040.00	\$14.70	\$58,800.00
#0-2	Transynd	275	GL	\$25.67	\$7,059.25	\$29.32	\$8,063.00	\$34.94	\$9,608.50
#0-3	Dexron III/Mercon	220	GL	\$8.68	\$1,909.60	\$10.97	\$2,413.40	\$8.90	\$1,958.00
#0-4	SCA charged Pre-mix 50/50 Powercool	825	GL	\$4.69	\$3,869.25	\$8.84	\$7,293.00	\$5.90	\$4,867.50
#0-5	Chassis Grease (High temp grease)	65	GL	\$24.75	\$1,608.75	\$16.33	\$1,061.45	\$28.70	\$1,865.50
#0-6	Urea exhaust lube	600	GL	\$1.93	\$1,158.00	\$2.05	\$1,230.00	\$1.89	\$1,134.00
#0-7	5W-30 Conventional oil	220	GL	\$8.41	\$1,850.20	\$13.26	\$2,917.20	\$7.90	\$1,738.00
#0-8	75W-90 Synthetic Gear oil	110	GL	\$15.85	\$1,743.50	\$36.86	\$4,054.60	\$21.50	\$2,365.00
#0-9	80W-90 Gear oil	275	GL	\$10.67	\$2,934.25	\$12.57	\$3,456.75	\$10.30	\$2,832.50
#0-10	5W-20 Synthetic oil	500	GL	\$11.25	\$5,625.00	\$19.57	\$9,785.00	\$10.60	\$5,300.00

City of Lubbock, TX
ITB 24-18183-KM
Motor Oil Lubricants for Citibus
Bid Tabulation Sheet

				Romeo Enterprises LLC		Safety-Kleen Systems, Inc.		Texas Enterprises, Inc. dba United Oil and Grease	
				Piscataway, NJ \$118,156.50		Norwell, MA \$34,931.75		Austin, TX \$90,346.10	
#	Items	Quantity Required	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
0									
#0-1	Mobil Delvac Low Ash 15W-40	4000	GL	\$18	\$72,000.00	No Bid	No Bid	\$13.70	\$54,800.00
#0-2	Transynd	275	GL	No Bid	No Bid	\$31.93	\$8,780.75	\$30	\$8,250.00
#0-3	Dexron III/Mercon	220	GL	\$29.95	\$6,589.00	\$10.45	\$2,299.00	\$12.53	\$2,756.60
#0-4	SCA charged Pre-mix 50/50 Powercool	825	GL	\$16.20	\$13,365.00	\$6.75	\$5,568.75	\$7.86	\$6,484.50
#0-5	Chassis Grease (High temp grease)	65	GL	No Bid	No Bid	\$31	\$2,015.00	\$30.61	\$1,989.65
#0-6	Urea exhaust lube	600	GL	No Bid	No Bid	\$4.09	\$2,454.00	\$2.40	\$1,440.00
#0-7	5W-30 Conventional oil	220	GL	No Bid	No Bid	\$9.50	\$2,090.00	\$8.80	\$1,936.00
#0-8	75W-90 Synthetic Gear oil	110	GL	\$47	\$5,170.00	\$20	\$2,200.00	\$22.46	\$2,470.60
#0-9	80W-90 Gear oil	275	GL	\$37.10	\$10,202.50	\$15.27	\$4,199.25	\$14.25	\$3,918.75
#0-10	5W-20 Synthetic oil	500	GL	\$21.66	\$10,830.00	\$10.65	\$5,325.00	\$12.60	\$6,300.00



Purchasing and Contract Management

Project Summary

ITB 24-18183-KM

Motor Oil & Lubricants for Citibus

Notice was published in the Lubbock Avalanche Journal on July 10 & July 17, 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 July 9 to August 6, 2024.

42 vendors downloaded the documents using Bonfire.com.

6 vendors were notified separately.

6 vendors submitted bids.

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor, or his designee, to execute a FY 2024 Federal Transit Administration Section 5310 Grant (TX-2024-118-00), to enhance the mobility of elderly individuals and individuals with disabilities.

Item Summary

The Federal Transit Administration (FTA) has allocated \$312,891 in Section 5310 funds to the City of Lubbock/Citibus. The funds from Section 5310 grants are to be used for public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities, when public transportation is insufficient, inappropriate, or unavailable. The Section 5310 grant funds will be used to purchase paratransit vans, and fund paratransit trips outside the 3/4 mile boundary as specified in the Americans with Disabilities Act (ADA). The grant has been incorporated into the Citibus Budget, which has been previously approved by the City Council.

A minimum of 55% of program funds must be used on capital projects, and a maximum of 45% must be used for public transportation operating projects that exceed the requirements of the ADA, or projects that improve access to public transportation services by individuals with disabilities and seniors.

The FTA regulations require that all grants must be applied for and executed electronically.

Fiscal Impact

The \$171,170 local match required for this grant is included in the approved Citibus Budget. Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus
Public Transit Advisory Board

Attachments

Resolution - FTA FY 24 Section 5310 Grant
Citibus - FTA FY 2024 Section 5310 Grant

RESOLUTION

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

THAT the Mayor of the City of Lubbock, or his designee, is hereby authorized and directed to execute for and on behalf of the City of Lubbock an FY2024 Federal Transit Administration Section 5310 Grant (TX-2024-118-00) to enhance the mobility of elderly individuals and individuals with disabilities, and all related documents. Said Grant is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	TX-2024-118-00
Temporary Application Number	1993-2024-2
Award Name	Lubbock-Citibus FY 2024 5310 Grant Operating, Capital, & Replacement Vehicles
Award Status	Obligated / Ready for Execution
Award Budget Number	0

Period of Performance Start Date	9/16/2024		
Original Period of Performance End Date	7/31/2027		
Current Period of Performance End Date	7/31/2027	Revision #: 0	Approved?: Yes

Budget Period Start Date	9/16/2024
Budget Period End Date	7/31/2027

Part 1: Recipient Information

Name:	CITY OF LUBBOCK
-------	-----------------

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1993	City	CITY OF LUBBOCK	LXDNEKWRVKJ6	058213893

Location Type	Address	City	State	Zip
Mailing Address	P.O. BOX 2000	LUBBOCK	TX	79457
Physical Address	1314 AVENUE K	LUBBOCK	TX	79401

Union Information

Union Name	NONE
------------	------

Address 1	
Address 2	
City	
State	
Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title: Lubbock-Citibus FY 2024 5310 Grant Operating, Capital, & Replacement Vehicles

FAIN	Award Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
TX-2024-118-00	Obligated / Ready for Execution	Grant	Region 6	8/15/2024	8/15/2024	No

Award Executive Summary

This is an application for FY 2024 funds totaling \$312,891 in Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. We are applying for \$312,891 in federal funds matched with local funding provided by the City of Lubbock in the amount of \$171,170 for a total of \$484,061 for bus purchase and ADA New Freedom service. This application is for \$140,801 in federal funds and \$140,801 in local matching funds for providing daily ADA trips after fixed route service has ended which qualifies for New Freedom and \$172,090 in federal funds and \$30,369 in local matching funds for the purchase of vehicles used to provide these services. The vehicles are ADA compliant and are eligible for reimbursement at 85/15. This application meets the requirements of the minimum 55% traditional 5310 capital projects and the breakdown between traditional and non-traditional is attached. Pre-award authority has been used in this grant for FY24 in the amount of \$140,801 for expenses incurred prior to grant award.

Fiscal Year	Federal Amount	Local Share	Total
2024	\$312,891	\$171,170	\$484,061

This Application for Section 5310 Federal Assistance is allocated to the City of Lubbock-Citibus Attached to this application is the FY23-26 STIP/TIP.

The City of Lubbock certifies that the allocation of these funds to sub recipients was awarded on a fair and equitable basis; the projects have been derived from a regionally coordinated public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of older adults and individuals with disabilities.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

This is an application for FY 2024 funds totaling \$312,891 in Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. We are applying for \$312,891 in federal funds matched with local funding provided by the City of Lubbock in the amount of \$171,170 for a total of \$484,061 for bus purchase and ADA New Freedom service. This application is for \$140,801 in federal funds and \$140,801 in local matching funds for providing daily ADA trips after fixed route service has ended which qualifies for New Freedom and \$172,090 in federal funds and \$30,369 in local matching funds for the purchase of vehicles used to provide these services. The vehicles are ADA compliant and are eligible for reimbursement at 85/15. This application meets the requirements of the minimum 55% traditional 5310 capital projects and the breakdown between traditional and non-traditional is attached. Pre-award authority has been used in this grant for FY24 in the amount of \$140,801 for expenses incurred prior to grant award.

Activities to be performed:

Purchase a New England Wheels Frontrunner ADA Van off of the Oklahoma Office of Management & Enterprise Services Statewide contract Type O, as well as funding trips outside of our required ADA service area and regular fixed-route service hours. These New England Wheels Frontrunner ADA Vans have a 5 year, 150,000 mile useful life.

Expected outcomes:

Continued service to the seniors and individuals with disabilities and providing transportation to passengers needing service outside of our regular fixed route service hours. Replacement Fleet of an ADA compliant cutaway bus that has exceeded its useful life that will provide service in the Lubbock service area and increase safety and reliability of service. The VIN number of the bus that is to be replaced:

VIN/SERIAL VEHICLE YEAR MAKE MODEL USEFUL LIFE
1GB6GUBG6G1336347/ 2017 Chevrolet Arboc/ Original Useful Life of 7 years and/or 150K miles/ 298,831 miles

All vehicles will meet useful life prior to disposal.

This grant request is within acceptable limits of the Fleet ratio.

Intended beneficiaries:

Seniors, individuals with disabilities, and passengers needing transportation after regular fixed route hours.

Subrecipient Activities:

N/A

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Chevonne	Madison	Transportation Program Specialist	chevonne.madison@dot.gov	(817) 978-0501
Rebecca	Rodriguez	Accountant/Planning Analyst	rebeccarodriguez@citibus.com	(806) 775-3443 8067753443
Rosalyn	Brown	Financial Analyst	rosalyn.brown@dot.gov	(817)-978-0555

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$312,891
Local			\$171,170
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$484,061

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-118-01-00	641-00 (641-A2) 5310 PROJECTS	\$172,090.00	\$30,369.00	\$202,459.00	1
TX-2024-118-01-00	BUY 11.12.04 REPLACEMENT <30 FT BUS	\$172,090.00	\$30,369.00	\$202,459.00	1
TX-2024-118-01-00	647-00 (647-A1) NEW FREEDOM PROJECTS	\$140,801.00	\$140,801.00	\$281,602.00	0
TX-2024-118-01-00	UP TO 50% 30.09.01 FEDERAL SHARE	\$140,801.00	\$140,801.00	\$281,602.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-16-Y 109	TX-2024-118-01-00	NEW FREEDOM PROJECTS	647-00 (647)	A1	4813 50	Lubbock, TX	2024.2J.1 6.DL.2	03	Enh Mob Seniors/Disabl - > 200K	\$140,801	\$140,801
TX-16-Y 109	TX-2024-118-01-00	5310 PROJECTS	641-00 (641)	A2	4813 50	Lubbock, TX	2024.2J.1 6.DL.2	00	Enh Mob Seniors/Disabl - > 200K	\$172,090	\$172,090

Part 3: Project Information

Project Title: Lubbock-Citibus FY 2024 5310 Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2024-118-01-00	1993-2024-2-P1	8/19/2024	3/31/2025	12/31/2026

Project Description

This is an application for FY 2024 funds totaling \$312,891 in Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. We are applying for \$312,891 in federal funds matched with local funding provided by the City of Lubbock in the amount of \$171,170 for a total of \$484,061 for bus purchase and ADA New Freedom service. This application is for \$140,801 in federal funds and \$140,801 in local matching funds for providing daily ADA trips after fixed route service has ended which

qualifies for New Freedom and \$172,090 in federal funds and \$30,369 in local matching funds for the purchase of vehicles used to provide these services. The vehicles are ADA compliant and are eligible for reimbursement at 85/15. This application meets the requirements of the minimum 55% traditional 5310 capital projects and the breakdown between traditional and non-traditional is attached. Pre-award authority has been used in this grant for FY24 in the amount of \$140,801 for expenses incurred prior to grant award.

Fiscal Year Federal Amount Local Share Total
2024 \$312,891 \$171,170 \$484,061

This Application for Section 5310 Federal Assistance is allocated to the City of Lubbock-Citibus
Attached to this application is the FY23-26 STIP/TIP.

Project Benefits

With the purchase of a new paratransit ADA van, we will be able to retire an older bus that has far exceeded its useful life which will hopefully help to reduce downed buses and increase trip reliability. All ADA paratransit clients will benefit from the purchase of these buses by providing a more reliable and comfortable service. The buses will be used to provide services to all ADA clients and in all parts of the city. Funding the trips outside of the ADA 3/4 mile boundary and all evening demand response service trips will allow Citibus to continue to serve more passengers needs to get them to and from their choice destinations.

Additional Information

None provided.

Location Description

New van will be in service throughout our service area, the city of Lubbock. All operating expenses will be from operations in the city of Lubbock.

Project Location (Urbanized Areas)

UZA Code	Area Name
480000	Texas
481350	Lubbock, TX

Congressional District Information

District	State
19	Texas

Program Plan Information

STIP/TIP

Date: 11/1/2022

Description: 23-26 TIP/STIP Approved 11/1/2022, p. 52

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$312,891
Local			\$171,170
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$484,061

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2024-118-01-00	641-00 (641-A2) 5310 PROJECTS	\$172,090.00	\$30,369.00	\$202,459.00	1
TX-2024-118-01-00	11.12.04 BUY REPLACEMENT <30 FT BUS	\$172,090.00	\$30,369.00	\$202,459.00	1
TX-2024-118-01-00	647-00 (647-A1) NEW FREEDOM PROJECTS	\$140,801.00	\$140,801.00	\$281,602.00	0
TX-2024-118-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$140,801.00	\$140,801.00	\$281,602.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT <30 FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.12.04	BUY REPLACEMENT <30 FT BUS	BUY REPLACEMENTS - CAPITAL BUS	1

Extended Budget Description

Purchase a New England Wheels Frontrunner ADA Van off of the Oklahoma Office of Management & Enterprise Services Statewide contract Type O. Fundings expanse the paratransit service beyond the three-fourth miles required by ADA. These New England Wheels Frontrunner ADA Vans have a 5 year, 150,000 mile useful life. Federal/local match percentage ratio of 85/15

Continued service to the seniors and individuals with disabilities and providing transportation to passengers needing service outside of our regular fixed route service hours. Replacement Fleet of an ADA compliant cutaway bus that has exceeded its useful life that will provide service in the Lubbock service area and increase safety and reliability of service. The VIN number of the bus that is to be replaced:

VIN/SERIAL VEHICLE YEAR MAKE MODEL USEFUL LIFE

1GB6GUBG6G1336347/ 2017 Chevrolet Arboc/ Original Useful Life of 7 years and/or 150K miles/ 298, 831 miles

All vehicles will meet useful life prior to disposal.

This grant request is within acceptable limits of the Fleet ratio.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$172,090
Local			\$30,369
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$202,459

Milestone Name	Est. Completion Date	Description
Start Date	3/31/2025	Grant Execution
Vehicle Delivery	9/30/2025	Van Delivered
End Date	12/31/2026	Grant Closeout

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
NEW FREEDOM PROJECTS (647-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description

These funds will pay for trips outside of the ADA required complimentary paratransit distance and time. Fundings expanse the paratransit service beyond the three-fourth miles required by ADA. Expenses for these trips include wages and benefits for personnel and fuel for the vehicle.

45% of the nontraditional will be used In the amount of \$140,801.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$140,801
Local			\$140,801
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$281,602

Milestone Name	Est. Completion Date	Description
Start Date	3/31/2025	Grant Execution
End Date	12/31/2026	Grant Closeout

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description	Date
	Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
NEW FREEDOM PROJECTS (647-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	\$140,801.00	\$281,602.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description	Date
	Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
5310 PROJECTS (641-00)	11.12.04	BUY REPLACEMENT <30 FT BUS	1	\$172,090.00	\$202,459.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By Lynn Hayes

Comment Type Pre-Award Manager Returns Application

Date 8/22/2024

Comment Please wait to retransmit until notified by FTA staff

Application Review Comments

Comment By Laura Wallace

Comment Type	Line Item Review
Date	9/5/2024
Project Title	Lubbock-Citibus FY 2024 5310 Grant
Project Number	TX-2024-118-01-00

(With Respect to Line Item: 11.12.04)

Comment

Recipient must not acquire telecommunications and video surveillance equipment for rolling stock from: Huawei Technologies Company; ZTE Corporation; Hytera Communications Corporation; Hangzhou Hikvision Digital Technology Company; or Dahua Technology Company. This prohibition includes rolling stock telecommunications and video surveillance equipment, commercial items and micro-purchases in accordance with Section 889 of the 2019 National Defense Authorization Act. Recipients must not procure rolling stock from certain transit vehicle manufacturers. Refer to 49 U.S.C. Section 5323(u) of federal public transportation law, which limits the use of FTA funds, and in some circumstances local funds, to procure rolling stock from certain transit vehicle manufacturers. Refer to <https://www.transit.dot.gov/funding/procurement/frequently-asked-questions-regarding-section-7613-national-defense> for additional guidance.

49 CFR Part 26.49(a) states If you are an FTA recipient, you must require in your DBE program that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of this section. FTAs current list of eligible TVMs can be found at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>.

49 CFR Part 26.49(a)(4) states FTA recipients are required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement. The Transit Vehicle Award Reporting Forms can be found on FTAs website at <https://www.surveymonkey.com/r/vehicleawardreportsurvey>. Please take a screenshot of the completed report before submission and retain locally to demonstrate compliance with this requirement during oversight activities such as Triennial Review and/or State Management Reviews. Recipient must comply with the statutory requirements in FTA Circular 4220.1F, 3rd Party Contracting Guidance, as they apply to acquiring rolling stock including 49 CFR Part 661, Buy America Requirements, 49 CFR 663, Pre-Award and Post-Delivery Audits, accessibility, minimum service life, spare ratios, air pollution and fuel economy, bus testing, in-state dealers, basis for contract award and five-year limitation. Recipient must comply with the Recipients procurement policies and procedures as they apply to FTA-funded projects.

The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to federal compliance and require additional information. This confirmation is not an express or implied promise of project compliance with federal requirements.

Application Review Comments

Comment By Margaret Griffin

Comment Type Application Details

Date 9/6/2024

Comment Transit Vehicle Manufacturers (TVM) must have an approved FTA DBE Goal prior to bidding on contract. For a current listing, see <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>. Recipient must ensure that all vehicles purchased are accessible and purchased from an FTA approved TVM.

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-31)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(31), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF LUBBOCK

Recipient ID: 1993

UEI: LXDNEKWRVKJ6

DUNS: 058213893

Award Information

Federal Award Identification Number: TX-2024-118-00

Award Name: Lubbock-Citibus FY 2024 5310 Grant Operating, Capital, & Replacement Vehicles

Award Start Date: 9/16/2024

Original Award End Date: 7/31/2027

Current Award End Date: 7/31/2027

Award Executive Summary: This is an application for FY 2024 funds totaling \$312,891 in Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. We are applying for \$312,891 in federal funds matched with local funding provided by the City of Lubbock in the amount of \$171,170 for a total of \$484,061 for bus purchase and ADA New Freedom service. This application is for \$140,801 in federal funds and \$140,801 in local matching funds for providing daily ADA trips after fixed route service has ended which qualifies for New Freedom and \$172,090 in federal funds and \$30,369 in local matching funds for the purchase of vehicles used to provide these services. The vehicles are ADA compliant and are eligible for reimbursement at 85/15. This application meets the requirements of the minimum 55% traditional 5310 capital projects and the breakdown between traditional and non-traditional is attached. Pre-award authority has been used in this grant for FY24 in the amount of \$140,801 for expenses incurred prior to grant award.

Fiscal Year	Federal Amount	Local Share	Total
2024	\$312,891	\$171,170	\$484,061

This Application for Section 5310 Federal Assistance is allocated to the City of Lubbock-Citibus Attached to this application is the FY23-26 STIP/TIP.

The City of Lubbock certifies that the allocation of these funds to sub recipients was awarded on a fair and equitable basis; the projects have been derived from a regionally coordinated public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of older adults and individuals with disabilities.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$484,061.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$312,891.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$171,170.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$312,891.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$171,170.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$312,891
Local			\$171,170
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$484,061

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Donald Koski
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Contact Info: donald.koski@dot.gov
Award Date: 9/16/2024

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

CITY OF LUBBOCK

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to approve the Citibus Route and Network Redesign Five-Year Plan that includes a fixed route restructure reaching into new areas of the city, incorporates express routes, and establishes micro-transit zones.

Item Summary

Citibus staff has been working with Fehr & Peers Planning Consultants on a fixed route and network redesign. The plan includes a fixed route restructure that reaches into new areas of the city, incorporates express routes, and establishes microtransit zones.

Citibus currently operates 9 city-wide bus routes and 10 routes to support Texas Tech University, in addition to CitiAccess para-transit and OnDemand micro-transit services. Through the years, Citibus service has had small service changes and updates to better provide mobility across the city for transit riders, but fixed route service has largely remained static for decades. The most significant change to Citibus service came at the start of the COVID-19 pandemic with the introduction of OnDemand micro-transit service and a reduction in fixed route service levels. The pandemic also brought significant changes to Citibus ridership patterns. Given these changes, this plan seeks to evaluate recent service delivery in the context of the changing land use and growth of Lubbock. There is a need for Citibus to adapt its services to better identify modern transportation needs and more appropriately serve the changing Lubbock landscape.

The 5-year plan incorporates core and local routes and introduces express routes that operate along key corridors. The plan also uses micro-transit zones that are designed to primarily provide connectivity to fixed route services and secondarily to provide local community connectivity within each zone for shorter distance travel. These changes are intended to eliminate the duplication of service between fixed route and micro-transit services. In addition, the plan includes recommendations for the fixed route, micro-transit, and para-transit fare structures.

Fiscal Impact

After the Citibus Five-Year Service Plan is approved, it will take approximately 8 to 12 months before implementation of the fixed route restructure, para-transit boundaries, and micro-transit zones included in the first year of the plan. The cost associated with the implementation of the Five-Year Service Plan will be determined by service hours implemented, inflation, and other variables. Costs associated with the route redesign and implementation will be included in the FY 2025-26 Budget. Costs associated with each subsequent year of the plan will be dependent on implementation of various service levels, and will be included in the corresponding fiscal budget year.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager of Citibus
Public Transit Advisory Board

Attachments

Resolution -Route & Network Redesign - 5 year plan
Citibus Five Year Service Plan

RESOLUTION

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

THAT the Citibus Five Year Service Plan, which includes a fixed route restructure, establishes a paratransit boundary, and incorporates microtransit zones, is hereby approved in furtherance of the modernization of the transit system, and that the Mayor or his designee is hereby authorized and directed to execute any and all documents necessary to effectuate the purposes of the Service Plan. Said Five Year Service Plan 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:



Mitchell Satterwhite, First Assistant City Attorney

Citibus

Five-Year Service Plan

October 2024



FEHR  PEERS

AECOM

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Chapter 1: Executive Summary

Citibus, serving Lubbock since 1971, has been an integral part of the city's transportation infrastructure. Over the years, it has strived to serve Lubbock's transit needs, adapting its services to various demographic shifts and urban development patterns. However, recent challenges, including flat and declining ridership outside of university operations, the COVID-19 pandemic, and significant changes in land use, prompted Citibus to undertake a comprehensive reassessment of its operations and services. As a result, Citibus embarked on various planning initiatives to address emerging transit challenges and opportunities which have included studying sites for Citibus facilities, conducting ongoing route monitoring to assess performance and identify areas for improvement, and undergoing a thorough systemwide operational analysis of the Citibus service network. Additionally, Citibus has expanded its service capabilities to include citywide on-demand microtransit.

As the next step in this process, Citibus launched this Five-Year Service Plan effort in 2023. This plan incorporates previous planning efforts and charts a new direction for Citibus to better serve existing and new riders within Lubbock. The plan stands as the near-term vision for Lubbock's transit future, developed to provide a roadmap for improvements in transit service over the coming years. Driving the vision is a planning effort which has comprehensively assessed existing services, travel patterns, and market potential in order to identify areas of transit need and growth, refined through extensive collaboration and outreach. The outcome of this work is a series of phased service concepts, which are intended to re-work and expand the benefits of existing services and introduce entirely new services to Lubbock transit riders. The Plan also details a means to implement these concepts, identifying resource considerations, phases, and strategies for plan implementation. The plan encompasses the following sections:

- Review of existing conditions and travel patterns
- Analysis of demand, route performance, and financial indicators
- Development and refinement of service and network design
- Ongoing route monitoring and adjustment approaches
- Operating and capital plan for the next five years

Project Overview

Citibus currently operates nine citywide bus routes plus an additional ten routes to support Texas Tech University (TTU), in addition to CitiAccess paratransit and OnDemand microtransit services. Through the years, Citibus service has had small service changes and updates to better provide mobility across the city for transit riders, but fixed route service has largely remained static for decades. The most significant change to Citibus services came at the start of the COVID-19 pandemic with the introduction of the OnDemand microtransit service and a reduction in fixed route service levels. The pandemic also brought significant changes to Citibus' ridership patterns. Given these changes, this plan seeks to evaluate recent service delivery in the context of changing Lubbock land use and growth. Citibus should adapt its services to better identify modern transportation needs and more appropriately serve the changing Lubbock landscape.

Developing this service plan followed an iterative process that included different phases of data analysis, public and stakeholder engagement, service scenario refinements, and a final plan. This process and the project timeline are summarized in Error! Reference source not found. below.

Figure 1: Five-Year Service Plan Development Process.

This document includes summaries of the various steps in the project process with the more detailed reports and presentations from throughout the project process included as appendices. These summaries include overviews of existing conditions in Lubbock, the visioning process, documentation of community and stakeholder input, and the analysis of alternative transit options.

The service plan and implementation plan in **Chapters 6 and 7** represent the culmination of the service planning process and include all the recommendations for the future of Citibus for the next five years.

Project Context

Citibus has undergone significant planning and operational adjustments in response to evolving community needs, particularly exacerbated by the COVID-19 pandemic. In 2019, a Comprehensive Operational Analysis (COA) was completed, laying out recommendations for optimizing transit service over the following 5-10 years. However, implementation of these recommendations was stalled by the onset of the pandemic. In response to the pandemic, Citibus introduced microtransit citywide in the Spring of 2020, to provide flexible mobility options while reducing existing 30-minute fixed-route service frequencies to once per hour across all routes.

Despite the introduction of microtransit as a new mobility solution, Citibus observed a competitive relationship emerging between microtransit and fixed-route services, particularly as ridership had been declining even before the pandemic. Post-pandemic ridership, particularly non-TTU ridership, experienced a sharp decline but showed signs of slight recovery by 2022. Against this backdrop in 2022, Citibus embarked on this Five-Year Service Plan to reconcile the post-COVID-19 normal with changing travel patterns, past planning efforts, and the outcomes, both successful and challenging, of on demand microtransit implementation. The plan seeks to chart a fresh course for Citibus, aligning its services more closely with emerging needs by maximizing the refreshed potential of increased fixed route service while identifying opportunities for microtransit to support the wider network.

Project Approach

The approach taken to developing the updated Five-Year Service Plan for Citibus centers on the following core approaches, designed to provide a revamp to Lubbock's transit system while better meeting the needs of existing and future riders:

- Draw upon data and extensive community engagement to better understand how to improve ridership and service effectiveness while more directly addressing changing community needs. This approach enables Citibus to tailor services to better meet residents' diverse transportation requirements, ultimately enhancing ridership satisfaction and operational efficiency.
- Work to develop a more broadly connected transit network to reduce reliance on the Downtown Transfer Plaza as a primary transfer point by introducing smaller, distributed mobility hubs. These hubs are intended to serve as vital nodes in the transit system, facilitating connections across routes and the wider city. By broadening transit connectivity, Citibus enhances accessibility and travel efficiency across the city.
- Retool microtransit to work with fixed route services rather than against, ensuring a more seamless mobility option for riders with effortless transitions between services.
- Update and replace existing fixed route services with a tiered selection of fixed route options intended to provide quicker, more direct connections while improving service reliability, reducing travel times, and enhancing overall rider satisfaction.

New Strategic Vision for Citibus

Based on a Transit Advisory Board workshop in January of 2023 and subsequent meetings with stakeholders, Fehr & Peers developed a strategic framework for the evolution of Citibus and transit within Lubbock in the next five years. This framework around the four "R's" is outlined below in **Figure 2**.

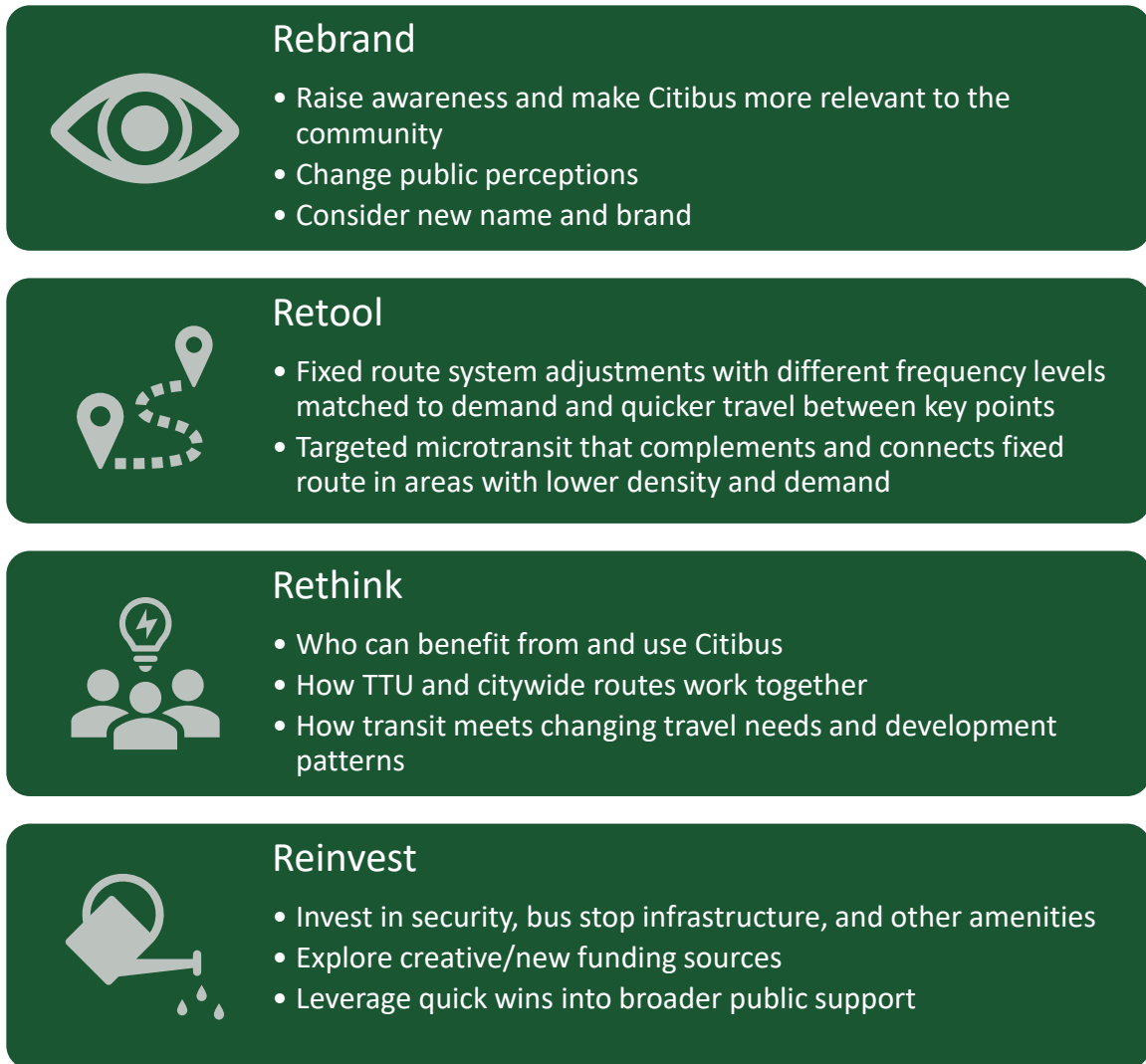


Figure 2: The Four “R’s” of Citibus’ Strategic Vision.

Five-Year Service Plan

The resulting Five-Year Service Plan centers on the core concepts shown in **Figure 3** below.

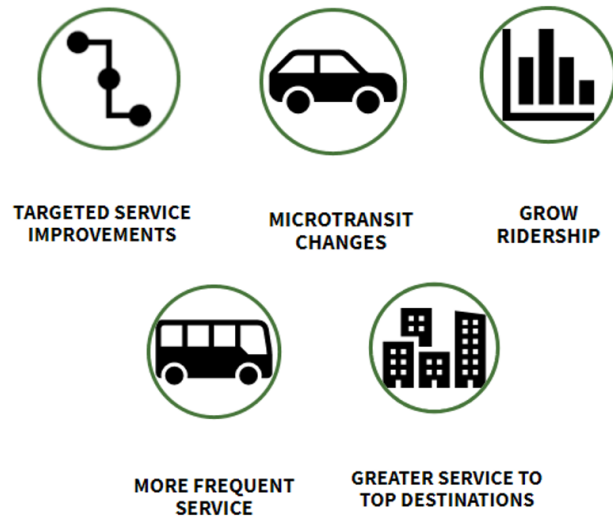


Figure 3: Key Concepts of the Five-Year Service Plan.

Shown below is the Citibus proposed Five-Year Service Plan system map for bus routes and microtransit zones in

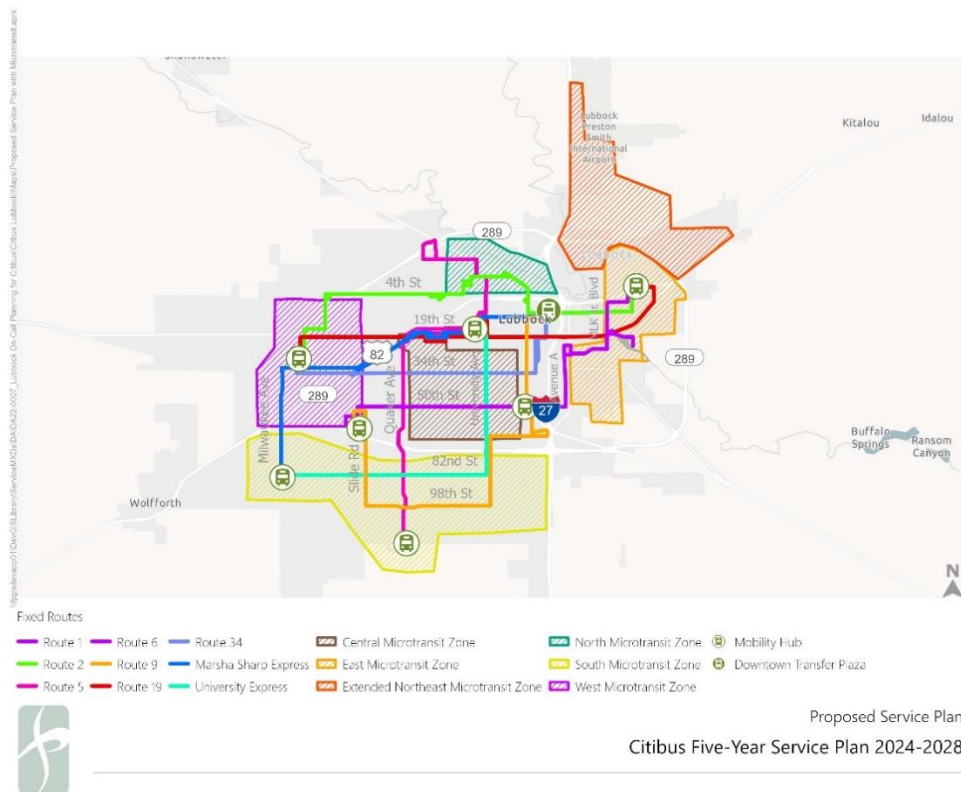


Figure 4.

Figure 4: Five-Year Service Plan Vision for Citibus for 2024-2028.

Chapter 2: Summary of Citibus Current State

Previous Planning Efforts

Citibus has been in continual service since 1971 as the City of Lubbock's public transit operator. Prior to the COVID-19 pandemic, Citibus operated fixed-route bus and the CitiAccess paratransit service. Citibus also provides bus routes serving TTU. Flat and declining ridership on the bus routes outside of the university operations and significant changes in land use development in recent years prompted Citibus to conduct a Comprehensive Operational Analysis (COA) in 2019-2020 to study and recommend program and service improvements for efficiency and operational effectiveness. During this time, Citibus expanded their service capabilities to include on-demand microtransit service citywide (branded Citibus OnDemand), while reducing fixed route bus service levels from 30-minute peak frequency to 60-minute frequency. In addition to the COA study, planning efforts include a study of sites for various Citibus facilities. The Five-Year Service Plan began in early 2023 to reconcile recently completed planning efforts and create a new direction for Citibus to better service existing and new riders within Lubbock. Past studies and more recent planning efforts conducted as part of this service plan are described below.

2019 Comprehensive Operational Analysis

The Comprehensive Operational Analysis (COA) was conducted from 2019-2020 to define how Citibus transit operations should change, adapt, and improve over the next five-to-ten years. The focus of the recommendations in the COA included optimization of existing transit service through reallocation of service hours and miles, improved mobility through increased transit service levels and connectivity and improved schedule adherence, improved cost effectiveness with a better farebox recovery ratio and lower cost per rider, and an easier to use Citibus transit service.

Part of this plan included an analysis of the areas of the city with the greatest transit needs, which was determined through review of zero-vehicle households, older adult population, ambulatory disability population, and low-income population. The greatest transit need is shown below in **Figure 5**, where the darker blue represents greater transit need, and a priority for transit service.

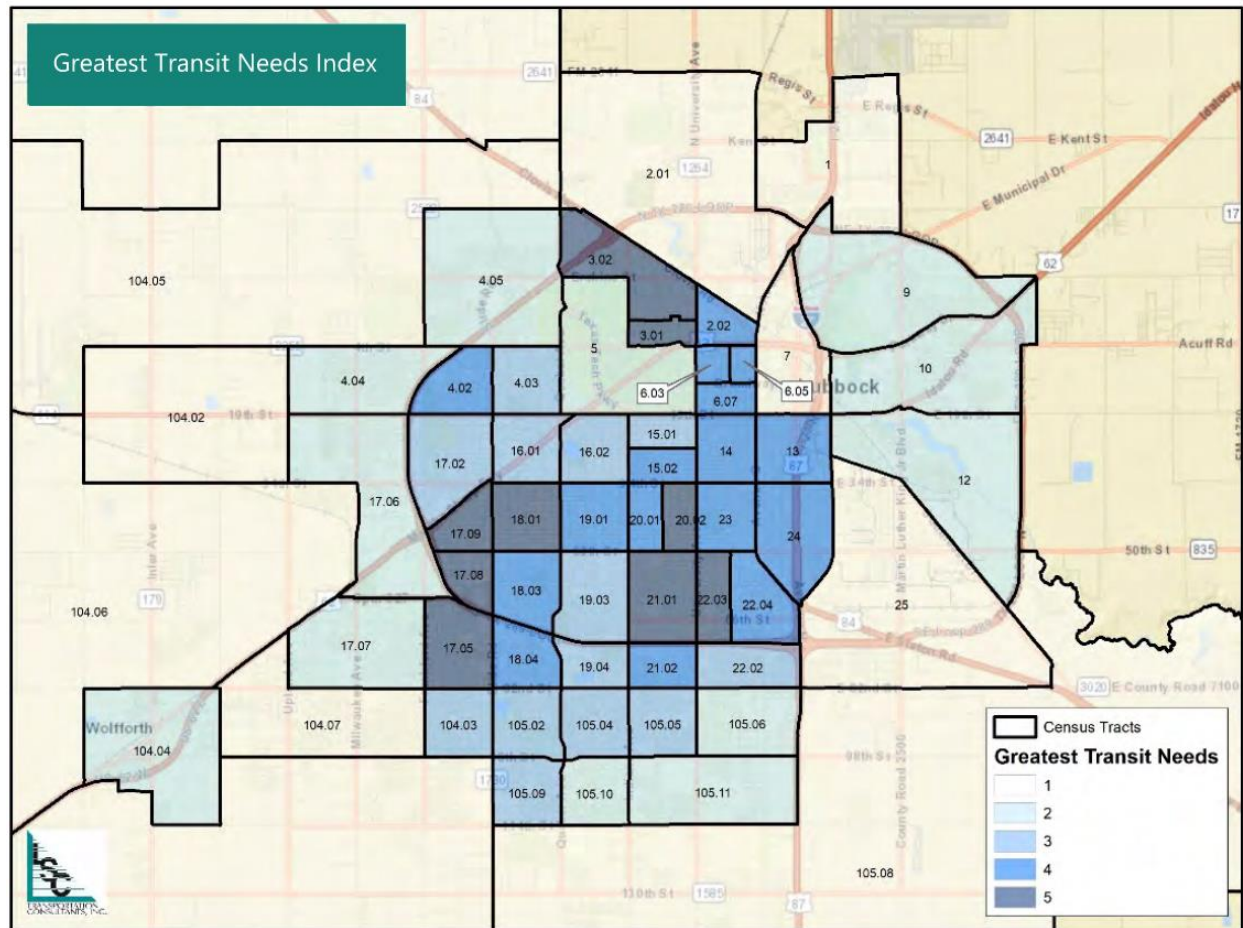


Figure 5: Great Transit Need Census Tracks.

As an outcome of evaluating opportunities to optimize existing transit service, this study recommended a layered network system with bus routes that serve different trip purposes:

- **Express Service:** Most direct connections between destinations with most buses per hour
- **Core Service:** Connections to key destinations across the city and more buses per hour
- **Local Service:** More circuitous routes that connect many locations around the city and fewer buses per hour
- **Microtransit:** For unserved or underserved areas, connecting to fixed route

Existing bus service route paths were adjusted, and new service routes were identified to provide new connections across the city where greater travel demand is expected or where a high transit need was identified. An express service route identified in the plan would connect southwest Lubbock, a region of the city with expanding development, to downtown, with limited connections including to the city's Medical District and TTU, referred to as the Marsha Sharp Express Route. Another new route opportunity identified by the COA was the 98th Street Route, to circulate south Lubbock where service does not operate today. By improving bus route service in coordination with targeted on-demand microtransit service, the intent of the COA was to create an integrated system with layers of service appropriate to the

needs.

While many of the recommendations for transit service optimization from the COA study were folded into this Five-Year Service Plan, other recommendations from the COA study required reevaluation given Citibus' new microtransit service that began during the final months of this study's completion.

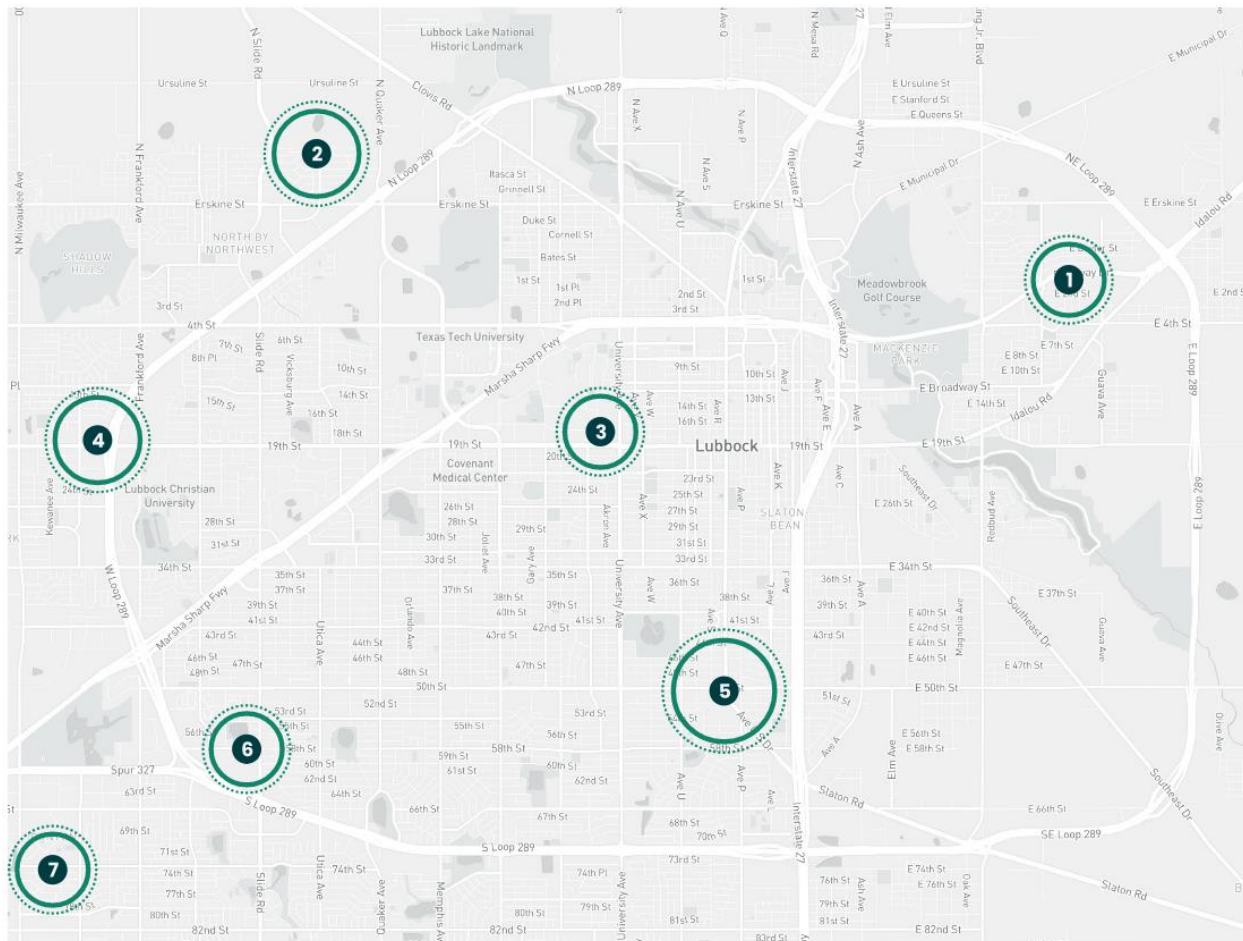
2021 Facility and Mobility Hub Plan

The Comprehensive Operational Analysis (COA) study identified core components of a new vision for Citibus, including bus routes, microtransit zones, financial plans, and phases for implementation of the proposed service. The Mobility Hub and Facility Plan, conducted in 2021, complements the COA planning efforts by identifying proposed locations for transit mobility hubs, and relocation of Citibus' maintenance facility and transfer facility, each of which would benefit from relocation due to the proposed service plan.

Downtown Lubbock is experiencing investment and development that make it an attractive activity center to the greater Lubbock region. This study assessed opportunities to relocate the Citibus Downtown Transfer Plaza to both repurpose and activate downtown space, and to allow for expansion of the facility to better serve Citibus' staff and services. A large component of this plan was engagement with stakeholders to discuss Citibus' existing and future needs for growth of their facilities. City staff, Citibus staff, and members of the Stakeholders Advisory Committee (SAC) were engaged through the plan development. The SAC was composed of technical staff, city staff, staff from the Metropolitan Planning Organization, transit operators, and other stakeholders.

An agency peer review was completed to benchmark transit agency facility needs. Criteria to score and select sites included future expansion potential, utility connections, environmental conditions, site configuration and dimensions, highway and thoroughfare access, estimated market value, impact of tax base, property listing status, current city facility, and community impact. This study concluded with preferred site locations for Citibus facilities, along with preliminary costs and design requirements for Citibus to use in a future phase of work to select and contract design of these facilities.

This study also included evaluation of locations for mobility hubs, which are sites for connection between bus and microtransit service, with increased transfer connections and improved amenities. Public engagement was conducted during the evaluation of mobility hub sites and relocation of the transfer facility to understand community needs and site suitability. Sites were evaluated on multiple criteria including transit accessibility, presence of major destinations, quality of access infrastructure, compatibility of land uses, and other barriers to location construction or access, to improve overall efficiency of the transit system. Bus routes and microtransit zones were reevaluated as part of this study to adapt to proposed mobility hub locations. **Figure 6** presents potential mobility hub locations explored as part of this plan.



- 1** Parkway Drive between Zenith and Beech Ave
- 2** Winston Ave and Loop 289 Frontage Road
- 3** Texas Tech University at 18th Street and Boston Avenue
- 4** West Loop 289 and 19th Street
- 5** 50th Street and Avenue Q
- 6** South Plains Mall
- 7** 82nd Street and Milwaukee Avenue

Figure 6: Potential Mobility Hub Locations from the 2021 Facility and Mobility Hub Plan.

2023 Strategic Visioning Workshop & Stakeholder Meetings

The City of Lubbock Public Transit Advisory Board (TAB) completed a survey, developed by Citibus staff and the consultant team, to solicit input on the direction for the agency over the next five years, and to help facilitate a discussion at the subsequent in-person workshop held in January 2023. Six board members completed the survey. During the workshop, results of the survey were shared, and an open discussion followed for board members to respond to the results of the survey, provide additional details on their choice in response, and for board members who did not complete the survey to weigh in on topics. Responses received for one of the survey questions is shown below in **Figure 7**.

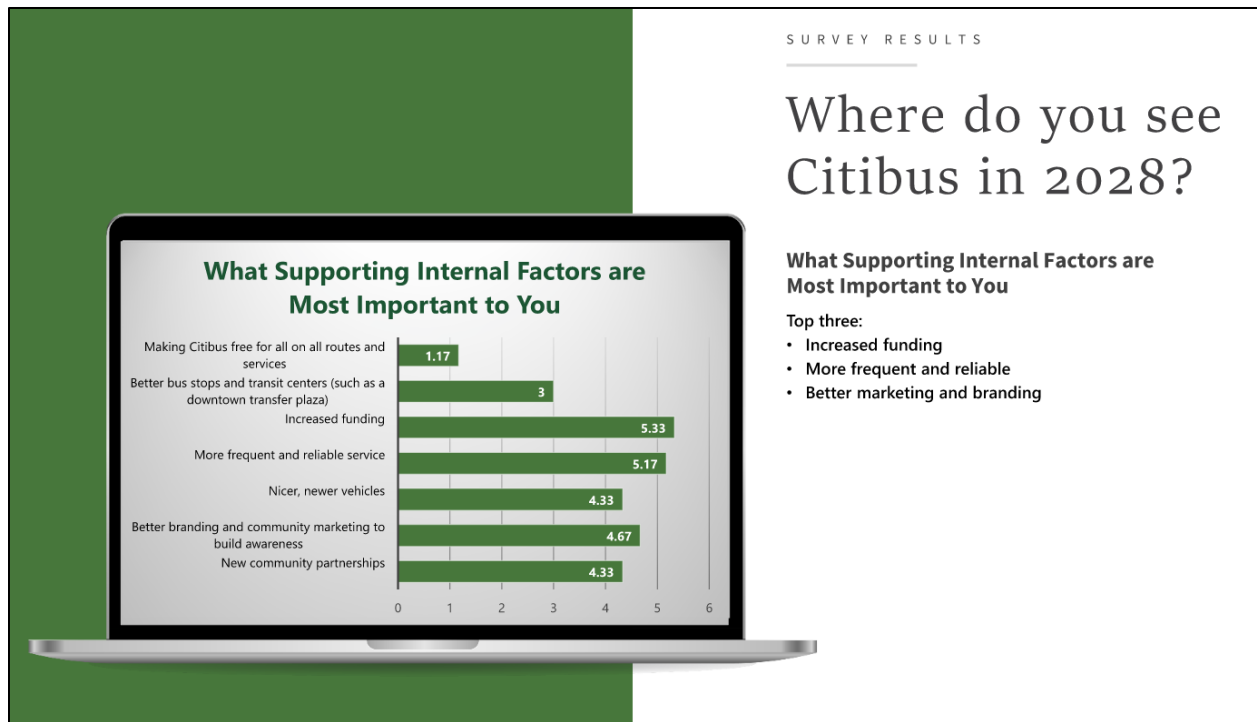


Figure 7: Example of Transit Advisory Board Survey Result from Strategic Visioning Workshop.

Board members widely agreed that in five years, they want to see:

- Return of riders lost during COVID-19
- Some integration of Citibus service with TTU Routes
- More fixed route bus routes
- Targeted microtransit service (OnDemand) that works with fixed route services
- More frequency for key bus routes (buses per hour)
- Strategic geographic expansion of fixed route and microtransit service
- More investment in transit amenities and security than today
- Continued investment in improving the transit fleet
- Pursuit of increased funding for operations
- Support from internal factors like funding, system frequency and reliability, marketing and branding
- Support from external factors like city population and traffic growth, shifting travel patterns

Following the strategic visioning workshop with the Transit Advisory Board, the consultant team conducted one-on-one meetings with key stakeholders identified by Citibus leadership, to hear about key needs and opportunities. Meetings were held with the Lubbock Entertainment & Performing Arts Associations (LEPAA), the Lubbock Metropolitan Planning Organization (MPO), the City of Lubbock City Manager's office, the Lubbock Economic Development Alliance (LEDA), TTU Transportation & Parking Services, the City of Lubbock Planning Department, Citibus staff, and two Lubbock City Council Members.

The following insights were discussed:

- Marketing and branding are needed to promote transit and change public perception.
- Employment and housing, including affordable housing, have been developed in distributed areas throughout the city, so it will be challenging to serve all areas. Mismatch of employment and population growth will require a larger service area, which requires greater resources.
- Microtransit implementation is viewed as a success but wait times can be quite long making it infeasible for many users.
- There are opportunities for Citibus to increase funding through partnerships or contracts with apartments or businesses, and an increase in TTU student fees increase, responsible for a large share of existing revenue today.
- Infrastructure is not supportive of first and last mile connections, and transit travel time is not competitive to automobile travel.
- Improvements need to be made on streets and to bus routing to make transit attractive to increase ridership and gain support.

The strategic visioning workshops and stakeholder meetings led to Citibus' strategic vision, framed around the four R's:

- Rebrand: Raise awareness and make Citibus more relevant to the community, change public perceptions, and consider new name and brand.
- Retool: Fixed route system adjustments with different frequency levels matched to demand and quicker travel between key points, and targeted microtransit that complements fixed route in areas with lower density and demand
- Rethink: Who can benefit from and use Citibus, how TTU and citywide routes work together, and how transit meets changing travel needs and development patterns
- Reinvest: Invest in security, bus stop infrastructure, and other amenities, explore creative and new funding sources, and leverage quick wins into broader public support

Recent System Performance

Through past and present planning efforts, Citibus has continually reevaluated the existing transit system, studied where people travel to and from, and honed bus routes and service to better serve the community. As ridership on select bus routes stabilized following the early years of the COVID-19 pandemic and heavy usage of on-demand microtransit was seen in the first few years of operation, Citibus met challenges with its operational targets. Before the COVID-19 pandemic, Citibus riders could catch two buses an hour. Today, riders of the system can catch a bus only once per hour. Recent trends in monthly ridership are shown in **Figure 8**.

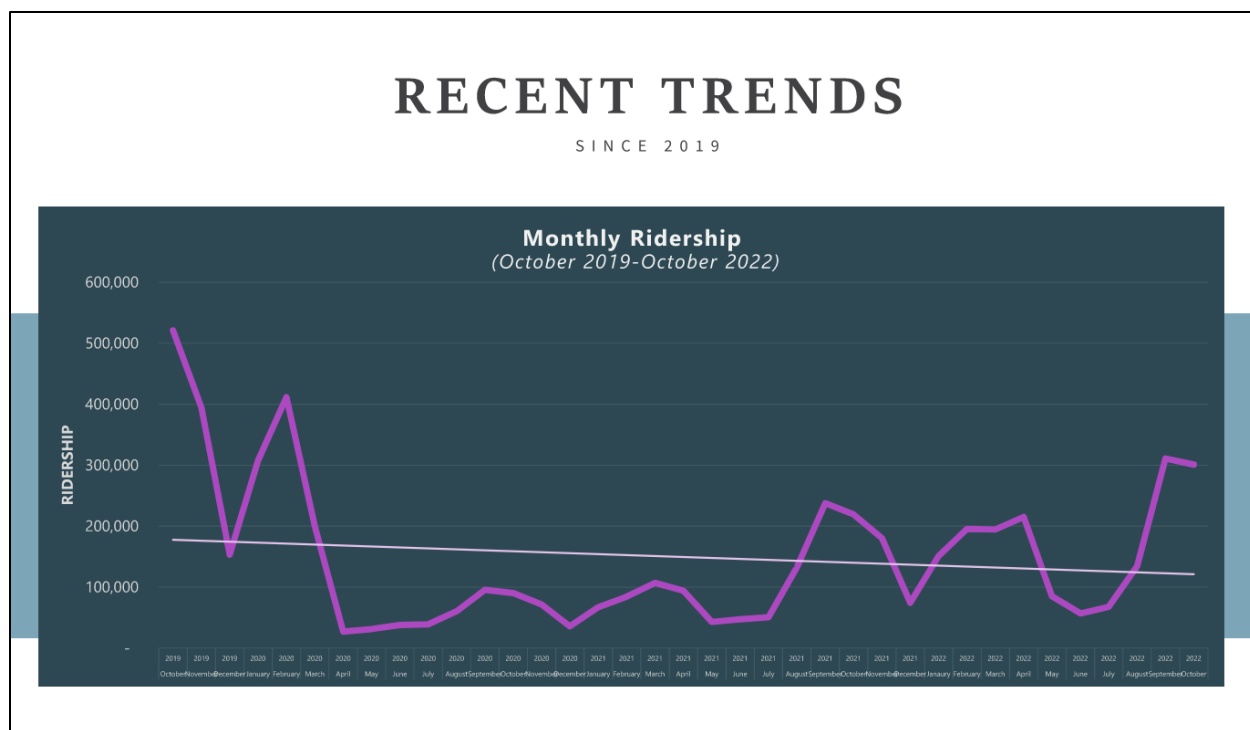


Figure 8: Monthly Citibus Ridership from October 2019 through October 2022.

Planning efforts began in early 2023 to improve Citibus' transit system performance through this study effort. The goals of this study were to evaluate how to make time-efficient connections, serve growing areas of Lubbock, improve fixed-route bus frequencies, and to have on-demand microtransit service support, and not compete with, fixed route service. Ridership data from 2022 and 2023 were studied to understand top performing routes, determined both by ridership by service hour and by total ridership, top transfer pairs between routes, and on-demand ridership and travel pattern trends.

This analysis provided helpful insights into pieces of the existing bus service that are most successful. Route 12 and Route 19 had high ridership and route transfers. These routes operate along east-west paths within the central core of Lubbock. Most successful routes were ones that connected to southwest Lubbock, and high fixed-route demand is oriented in pockets of the west, south, and northwest regions of the city.

Demographics

Public transit is an essential city service, and many depend on this service daily for employment, shopping, and other basic needs. Citywide demographics were studied to identify locations in the city with transit dependent groups. Studying demographics indicates where transit dependent populations may exist within the city. The percentage of households living in poverty and percentage of non-white populations were mapped and overlaid with the draft fixed-route service plan, to assess whether buses are servicing areas where public transit demand is a greater need. Much of the Citibus route network covers areas of Lubbock with poverty levels greater than the citywide average and with a greater-than-average non-white

population. These areas of the city, particularly in northeast, south central, and west Lubbock, also have higher ridership levels, some of the highest boardings at stops, and the highest-performing routes.

Microtransit Analysis

Citywide on-demand microtransit service, called Citibus OnDemand, launched in May 2020 and continues citywide today. This service filled gaps in the transit system caused by reductions in fixed-route service during the COVID-19 pandemic, covers trips in areas not served by bus service, and is available during hours when bus service doesn't operate. Trip bookings for this service are available through Spare Labs data platform. These bookings were reviewed to identify trip clusters, or areas with many pick-ups or drop-offs, and most popular trips, to understand whether there was enough demand for service in particular areas of the city or for particular routes that warranted investment in bus service to support these trips. Individual trip origins and destinations booked through OnDemand were made available through Spare Labs. **Figure 9** identifies trips paths, and trip clusters, or popular trip origins and destinations.

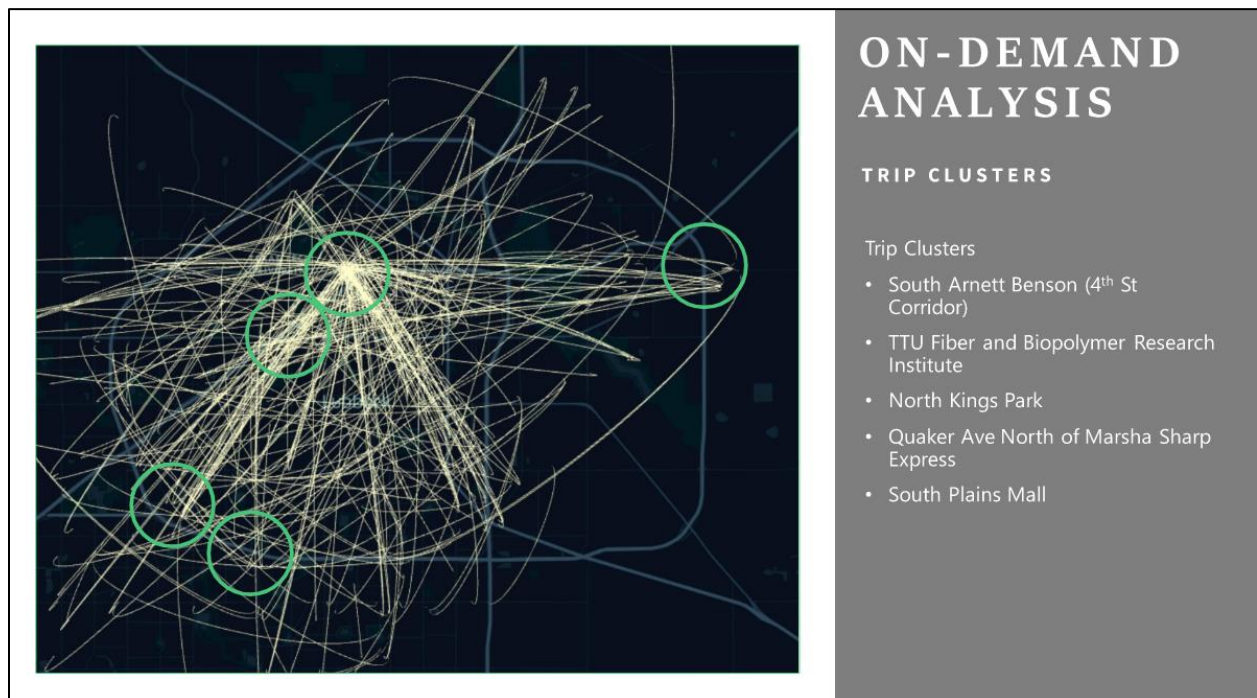


Figure 9: OnDemand Trip Pattern Analysis (source: Spare Labs).

The consultant team reviewed routes taken by microtransit passengers that may be serviced by a fixed route given significant ridership demand. Many of the popular trip patterns for on-demand ride requests were within the city, and duplicate routes available through existing fixed-routes. Improvements to fixed route service, including improved on-time performance and travel times, expanded coverage area, and expanded service hours, may incentivize those booking trips through OnDemand to instead ride fixed route service.

Presentations to the Transit Advisory Board on previous planning efforts, recent system performance, demographic analysis and microtransit analysis are included in **Appendix A: Transit Advisory Board Presentations**, which were presented in January 2023, May 2023, and September 2023.

Chapter 3: Travel Pattern Analysis

The travel pattern analysis described in this chapter complements the assessment of existing ridership trends presented in **Chapter 2**. Analyzing existing fixed-route and microtransit service ridership trends allowed the project team to identify parts of the existing service that operate well today, including which routes or segments are most popular and which segments serve as important connections to public destinations. By keeping parts of the existing service that operate well today and removing or greatly modifying parts of the existing service that do not operate well today, Citibus can provide new transit connections within the proposed operating budget, which is similar to the budget available today. A citywide travel pattern analysis was conducted to understand where new transit connections may be most beneficial for the public. The study showcased where trip activity is highest, and what trip patterns made across the city are most common.

The citywide travel pattern analysis was conducted using StreetLight data, which is location-based service data tracked and collected from cell phones. This data captures trips made by all travel modes, including by car, bus, bike, and walking. Data reported in this assessment are average weekday (Monday-Thursday) trips made in a 24-hour period during January through April 2022. This location-based cell phone data is available at an aggregated zonal level. The city was broken up into 16 zones, each of varying size, and that represent the east, central, west, and southwest portions of the city that warrant additional transit service investment and priority based on past planning efforts described in **Chapter 2**.

At the aggregated zonal level, StreetLight provides total weekday trips within a zone, and total weekday trips to and from every other zone selected in the study. The project team reviewed zones with the greatest total trips, zone pairs with the greatest total trips, and the share of inbound and outbound trips for each zone, to understand how trip-making occurs across the city. A sample from the StreetLight analysis is shown below in **Figure 10** for the most common trip origins and destinations made between analysis zones.

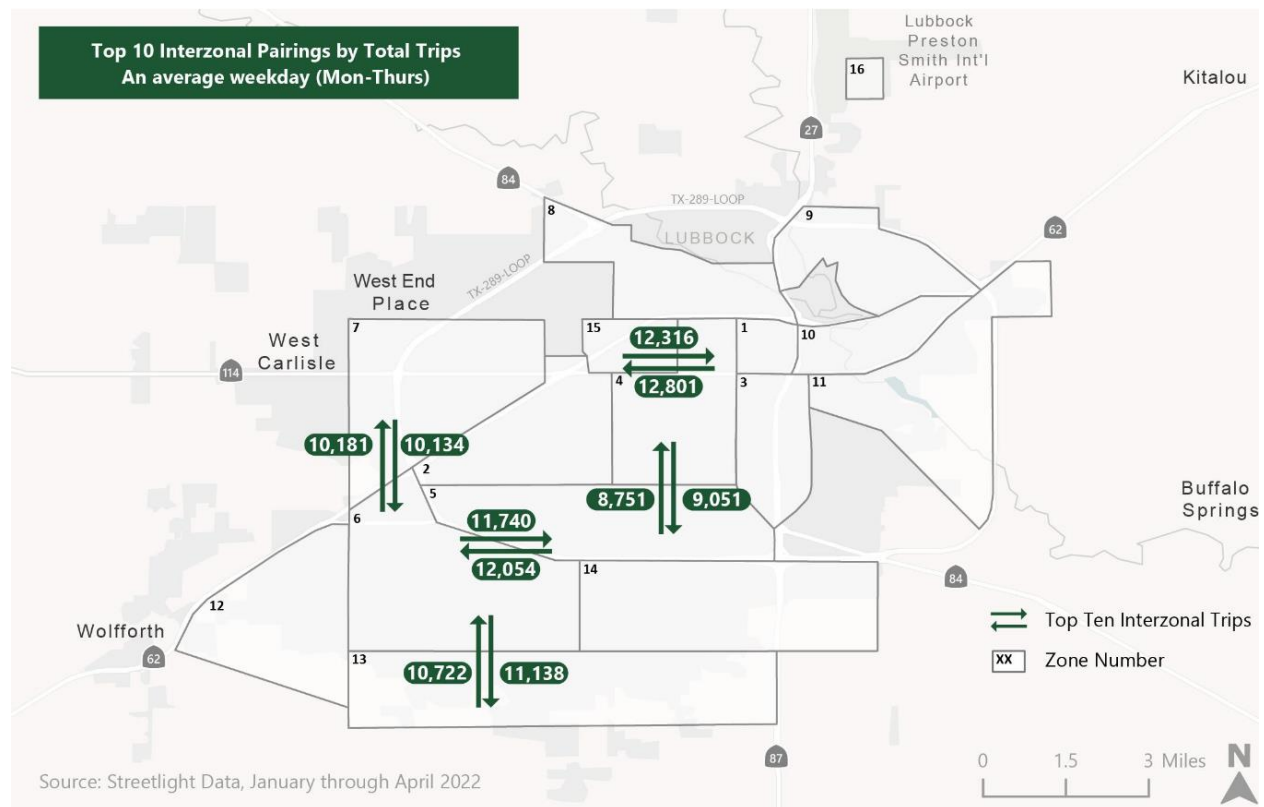


Figure 10: StreetLight Data from 2022 for Top 10 Interzonal Trip Pairings.

The findings from the citywide travel pattern analysis fold into the opportunities identified in **Chapter 4**, where providing service to and within areas of the city that are not served by transit today may address the service plan goals to grow ridership, improve service in areas with greatest potential demand, and provide better connections to top destinations. These findings include:

- The greatest number of weekday trips occur in central and southwest Lubbock; the smallest number of weekday trips occur in northern and eastern parts of the city. Greater investment may be warranted in areas of the city with greater trip activity.
- Most trips occur within a zone or to adjacent zones, meaning most trip lengths are short and do not occur across the city. There is a greater need for routes that serve a particular key corridor within an area than for longer routes across the city.
- Central Lubbock has the greatest diversity in trip origins and destinations, meaning there is relatively balanced demand for access to central Lubbock, a location with a higher number of trips than other zones in the study. Transit service routes from various parts of the city that begin or end in central Lubbock would reflect this existing travel pattern, and meet existing travel needs.

For more information on the travel pattern analysis, see **Appendix A**, which includes a presentation to the Transit Advisory Board in May 2023, and **Appendix B**, which includes detailed maps on the StreetLight assessment.

Chapter 4: Identified Opportunities

Based on a review of the community demographics, existing travel patterns, housing locations, and community destinations, as well as insights gained through the various stakeholder interviews and focus groups, initial route and microtransit service changes were identified and developed to address these needs. Many routes today serve as east-west connections through the city. Service opportunities were identified to provide north-south and southwest connections.

Trip Purposes

The following potential transit service trip purposes have been identified based on past planning efforts and the analysis pieces described in **Chapters 2 and 3**:

- Employment, especially service and manufacturing/distribution
- Grocery
- Public Services
- Educational institutions (e.g., high schools, universities, colleges)
- Medical

Traveler Markets

Traveler markets are people or groups with common demographic characteristics that are likely to use a potential new transit service. It is important to identify these markets to inform the service alternatives, final service plan, and associated marketing strategies. Through our analysis, stakeholder input, and the community survey, we identified the following potential traveler markets where trips are likely to originate.

- Northwest region, including the Arnett Benson and Jackson-Mahon neighborhoods
- South central region, including the Melonie Park, Bayless Atkins, Harwell, and Ballenger neighborhoods
- Western region, including the Bowie and Wester neighborhoods
- Northeastern Lubbock, including the Parkway/Cherry Point, and Dunbar-Manhattan Heights neighborhoods

And for destinations, we identified the following:

- 82nd Street and Milwaukee Avenue shopping area
- Walmart stores throughout Lubbock
- The Covenant Medical District on 19th Street
- Other medical services located throughout Lubbock
- West End shopping area near Iola Avenue between 26th Street and 34th Street
- Canyon West shopping area near Milwaukee Avenue and Marsha Sharp Freeway
- TTU main campus
- Downtown Lubbock
- South Plains Mall area

- The airport
- 114th Street and Quaker Avenue shopping area, including the new HEB
- Light industrial, industrial, manufacturing, and distribution employers in northeastern and eastern Lubbock
- Service employers in western and southwestern Lubbock

It should be noted that there are many other possible traveler markets within Lubbock. Updated transit service will likely be constrained in terms of budget and resulting service area, so it is important to focus on those potential traveler markets that could benefit most from an initial transit service and generate the most ridership.

Overview of Initial Opportunities

Initial opportunities consisted of consolidation of existing routes, adjustments to routes with strong ridership and service performance, and new routes that provide both express service and service to southwest Lubbock and other unserved areas.

Most of Citibus' existing routes make east-west connections across Lubbock. The preliminary routes described below represent Citibus core service, where routes were combined to provide greater service to top destinations:

- Route 2/12/14 combines existing Route 2, Route 12, and Route 14 to provide a direct east-west connection. This route mostly operates along 4th Street and Broadway Street and runs through neighborhoods in the northwest region of the city, including Jackson Mahon, Arnett Benson, and the neighborhood south of North by Northwest.
- Route 2,14,19 combines existing Route 2, Route 14, and Route 19 to provide a direct east-west connection. This route mostly operates along 19th Street and Broadway Street and provides service to the Medical District and Texas Tech University.
- Route 1/6 combines Route 1 and Route 6 to provide a northeast to southwest connection. This route has the same terminus at the South Plains Mall and runs through south central neighborhoods. This proposed route extends further north along Martin Luther King Boulevard to provide access to Sunrise Canyon Hospital and the Skyview neighborhood.

A smaller portion of existing Citibus routes provide a north-south connection across the city. These routes are proposed to continue to provide local service, with minor adjustments described below:

- Route 5 will continue to serve the South Plains Mall; rather than terminating at the Downtown Transfer Plaza, Route 5 will extend north through Arnett Benson to the Hillcrest Manor Senior Apartments near the North Loop 289 to connect the southwest region through south central neighborhoods and northwest neighborhoods.
- Route 9 will continue to serve south central neighborhoods and downtown and has minor adjustments in routing at the south terminus for improved bus circulation.
- Route 34 has more direct routing than its current route.

New bus services are considered to provide connections from various parts of the city to southwest Lubbock. Routes identified as service opportunities include:

- Marsha Sharp Express, which will operate at greater frequencies during peak periods and connect Downtown to southwest Lubbock along the Marsha Sharp Freeway.
- Quaker Express, which will operate at greater frequencies during peak periods and connect Texas Tech University and the Medical District to south Lubbock along Quaker Avenue, with a terminus at the HEB, a potential mobility hub.
- Slide Express Route, which will operate at greater frequencies during peak periods and serve western neighborhoods along Quaker Avenue. This route also has a terminus at the HEB.
- Milwaukee Route, which will connect northwest Lubbock to southwest Lubbock along the outer TX-289 loop, with service to the West End Plaza, a potential mobility hub.

Opportunities to expand fixed-route service across the city were envisioned to be complemented by a limited microtransit service. Today, Citibus OnDemand operates under one large citywide zone. A new OnDemand service is proposed with a zonal structure that enables shorter on-demand trips within a region of the city. Trips can be made across the city through transfer to a fixed route at a mobility hub. The following locations were identified as mobility hub locations:

- Downtown
- Northeast United Supermarket
- Southwest United Supermarkets
- South HEB
- South Plains Mall
- West End Plaza
- Northwest Hub

Chapter 5: Public Outreach and Engagement

Public outreach and engagement are critical to implementing transit service changes that support public need. For a successful implementation plan, decisionmakers and the public must be informed on service changes, and consensus must be gained on transportation priorities. To achieve these goals, the project team conducted virtual and in person outreach and engagement on the proposed service plan alternatives in the fall of 2023, which served a dual purpose to educate and gather feedback.

Public Outreach & Engagement Methods

Open houses and public feedback solicitation were advertised through Citibus social media channels and flyers were posted at public locations around the city. The project website went live in early September ahead of the open houses and contained background on past planning efforts and the draft service plan, as well as the community survey and interactive webmap. Photos from the in-person engagement and summary results of the online engagement hosted through Social Pinpoint are available in **Appendix C**. **Appendix C** also provides the public outreach and engagement findings presentation given to the Project team.

Open Houses

The Project team, comprised of consultant and Citibus staff, held a series of open houses September 25th-27th. Following the first week of open houses, Citibus staff continued soliciting feedback from the community at additional public meetings. These meetings were held at the Groves Branch Library, Citizens Tower, Citibus Downtown Transfer Plaza, and TJ Patterson Library. The open houses consisted of a presentation made by the Project team on the draft service plan followed by an open feedback period. Infographics, posters, and the community survey were present at meetings to gather feedback from the public who are informed of the project goals, purpose, and what was studied that lead to the draft recommendations for fixed-route and microtransit service. The public were given sticky notes to provide feedback on the service plan presented on the posters and thumbs up stickers were used to upvote others feedback contributions. Approximately 10-15 people attended each of the open houses. General comments on Citibus service received at one of the open houses are shown below in **Figure 11**.

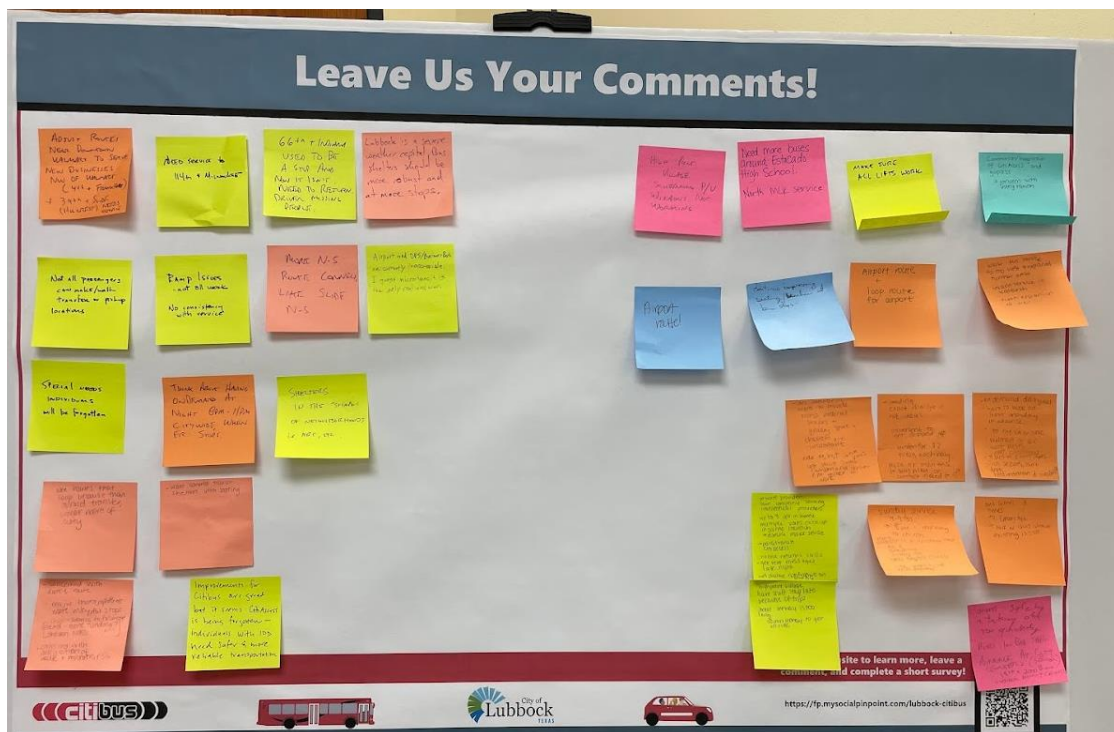


Figure 11: Public Comments from Fall 2023 Outreach on Service Alternatives.

Community Survey & Interactive Webmap

Online feedback tools opened in early September and closed in early November 2023. An online survey was conducted to solicit input on bus and microtransit service, to understand people's priorities for improvements to transit service, and questions were asked to understand who feedback is from in the community, including whether they are an existing user of Citibus' transit service. Responses to the survey questions were entirely optional, and the survey received 28 responses.

An interactive webmap on the project website enabled the public to provide input at specific locations in Lubbock on challenges with existing service or ideas and recommendations for the new service plan. Users could toggle on and off the draft service plan on the webmap. Pins were categorized (bus route, microtransit, pedestrian/bicycle, general, places that I go) to encourage feedback most helpful at this stage of the service planning work. The webmap received 12 comments from six contributors.

Public Outreach & Engagement Findings

Overall, public input has been positive on the proposed draft service plan, and the intention of these service changes has been widely understood. Greater investment will be placed in fixed-route bus service than today to provide benefit to a greater number of people and reduce demand for microtransit service, so that they operate more efficiently. Creating microtransit zones within the Citibus operating area and creating parameters with which a select route may be booked using the OnDemand service has some of the community concerned about the potential for increased number of transfers, as trips that may have been made with a single on-demand booking today may now require an on-demand ride and bus ride to

reach a destination. Transfers may increase overall travel time for some trips, while reducing overall travel time for other trips.

Bus service

Today, bus service is available hourly and is contained mostly within the TX-289 Loop Road. Bus service is often circuitous to provide access to public destinations. Bus service priorities identified in the service plan align with those shared by public input. The public are excited to have an expanded service area, especially to the south and western areas of the city that have experienced a lot of development in recent years. Additionally, more frequent transit service, provided by Express and Core Routes, received positive public feedback. As a tradeoff in providing a larger service area and more frequent service, the bus routes will be more direct with fewer bus stops serving the routes. These service changes may increase walking time to stops and reduce access to destinations on existing bus routes.

Microtransit service

Today, microtransit service is available for any trip request made within the city of Lubbock. Citibus is experiencing challenges today with managing ride requests, wait times, and trip times for on-demand microtransit and paratransit service, and maintaining the van fleet with accessible lifts and working air conditioning and heating throughout the year. As described in **Chapter 2**, microtransit service must be scaled back to provide improved bus service within Citibus' projected funding for a sustainable and dependable public transportation system. As a result of recommendations to limit microtransit service options, public feedback is mixed. Aligned with the recommendations for microtransit service, feedback has been positive that these changes will improve on-time performance and availability for booking microtransit trips and allow the service to continue operating outside of bus service hours.

Recommendations for this service include allowing booking requests to be made more than two hours in advance of trip fulfillment, having consistent air conditioning and heating in the vehicles, and reducing the maximum trip lengths for pick-ups along the route.

In the future, the public would like to have expanded service hours, bus stop amenities, additional transit connections, better bus stop visibility, better on time performance, easier to navigate tools and education on Citibus' transit service, and improved customer service.

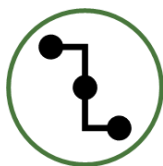
Chapter 6: Five-Year Service Plan

This chapter details the final service plan and defines the vision for Citibus route and service development for the next five years. The final service plan is informed by the system analysis, the community, stakeholder, and staff input, the Citibus Transit Advisory Board, industry best practices, and a realistic approach to achievability over the next five years.

Service Plan: Overview

The Five-Year Service Plan detailed in this chapter is focused on addressing key needs that have been identified through this planning process, as well as past and recent planning efforts.

Targeted Service Improvements



The plan improves service in areas with the greatest potential demand based on analysis and previous input. Service improvements are matched with areas of growing need and highest likelihood of transit ridership, based on travel patterns and demographics.

Microtransit Changes and Zone Adjustments



Microtransit, operated as the Citibus OnDemand service, is currently citywide and competes with fixed route service for ridership and resources. The five-year plan envisions targeted microtransit service that works to support fixed route and allows for more financial resources for fixed route.

Grow Ridership Overall



Citibus ridership had been decreasing overall going back many years prior to the pandemic, but this trend accelerated during the pandemic. A key goal of this plan is to improve service for existing riders to encourage them to ride more while tapping into potential new riders and bringing back riders who stopped riding in 2020.

More Frequent Fixed Route Service



This plan envisions more frequent fixed route service on routes that have or are expected to have the highest ridership. The investment in more frequent service is targeted initially, but the goal is to continue to invest in greater frequency as resources are available.

Greater Service to Top Destinations



With changing development and growth within Lubbock, this plan strives to provide new and improved connections, through new routes and improved frequencies, to top destinations and use these locations for transfer between routes; South Plains Mall, TTU, downtown Lubbock, northeast Lubbock, West End shopping area, among others.

Route Types

The Five-Year Service Plan vision is for three types of routes that provide different levels of connectivity and service, as shown in **Figure 12** below. Within the core routes and local routes, the plan reduces the number of overall routes and combines aspects of existing routes into more linear routes designed to allow for more efficient fixed route operations.

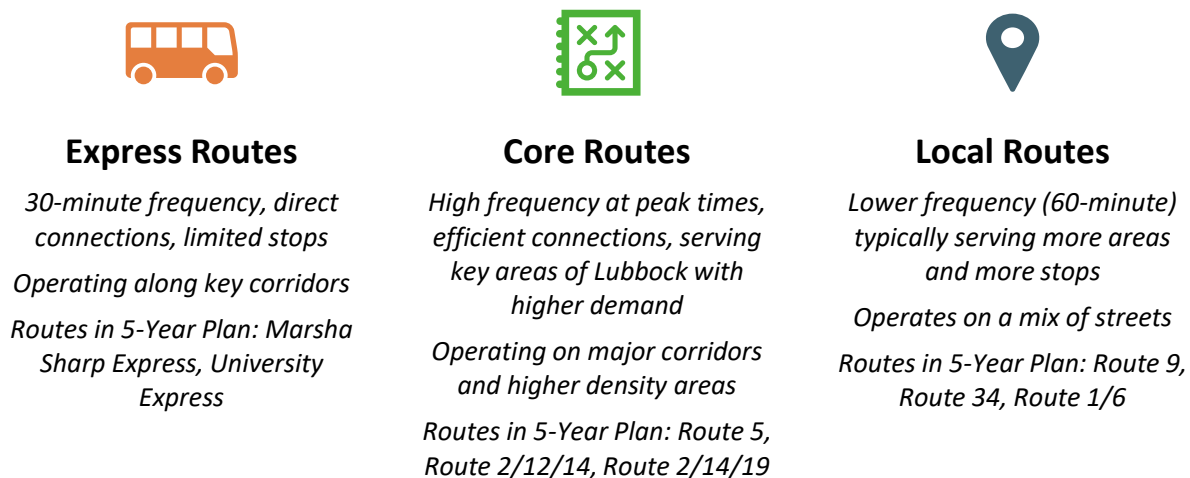


Figure 12: Fixed Route Types within the Five-Year Service Plan.

System Vision

The Five-Year Service Plan vision map for the fixed routes is shown in **Figure 13**. The same fixed route map is shown in **Figure 14** with the proposed microtransit zones also shown.

The Five-Year Service Plan system vision includes:

- Two express routes
- Three core routes
- Three local routes
- Five standard microtransit zones
- One extended microtransit zone

The microtransit zones are smaller than the existing citywide zone and focused on first and last mile connectivity to fixed route service as well as neighborhood circulation. The five-year system vision is designed to work within the existing total service hours but with shifts from on-demand microtransit and

paratransit services to fixed routes.

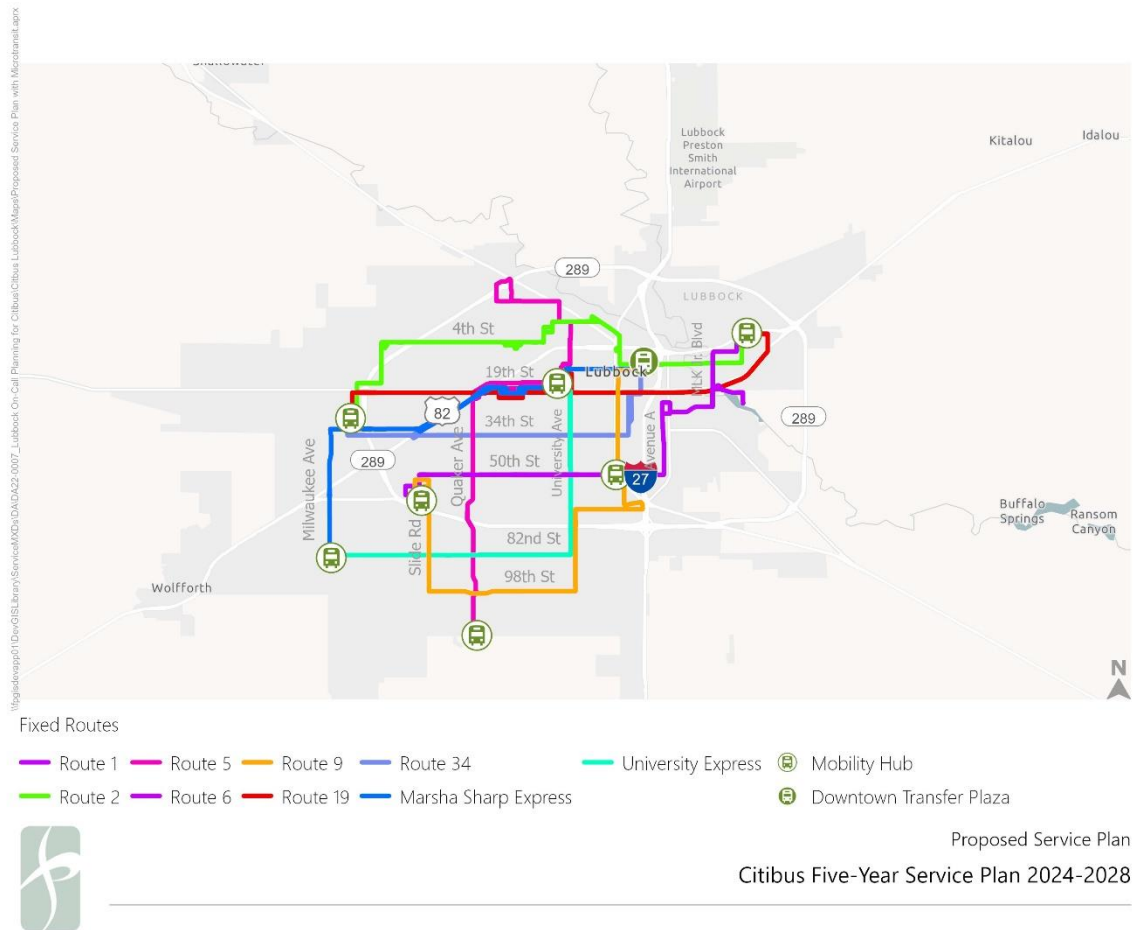


Figure 13: Five-Year Service Plan Map with Fixed Routes Only.

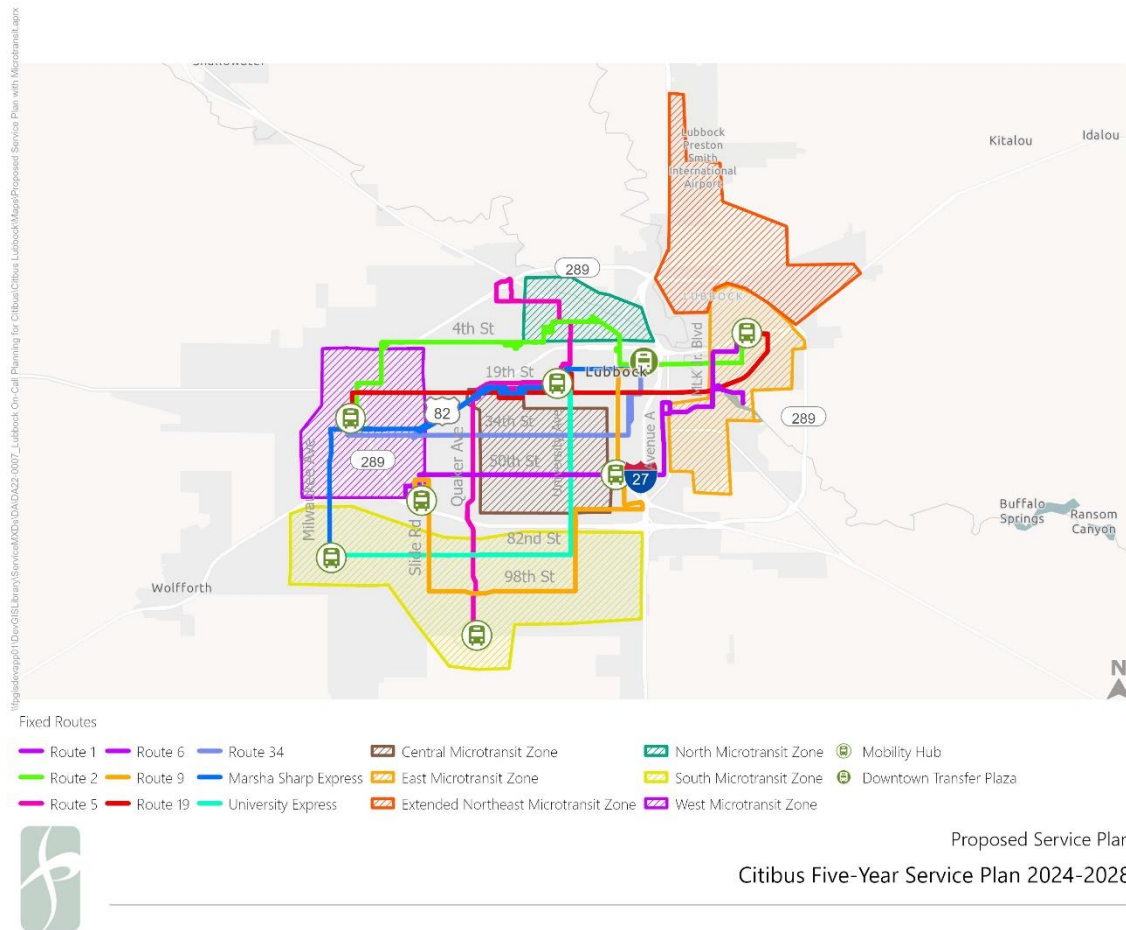


Figure 14: Five-Year Service Plan Map with Fixed Routes and Microtransit Zones.

Service Plan: Fixed Routes

Express Routes

This plan introduces two new express routes, the Marsha Sharp Express and the University Express. These routes provide new connectivity between key points along corridors that are unserved or underserved today. These new routes expand the reach of Citibus services to southwest Lubbock.

Marsha Sharp Express

The new Marsha Sharp Express serves as an express route connecting downtown Lubbock, TTU, the Medical District, West End shopping area, and the Walmart at 82nd Street and Milwaukee Avenue, as shown in **Figure 15**.

The route has the following characteristics:

- Operates Monday through Friday during peak hours only.
- Has a peak frequency of buses every 30 minutes in each direction.
- Has a one-way route distance of approximately 10.5 miles.

- Requires two buses at peak frequency.
- Connection points to other routes at:
 - Downtown Transfer Plaza (Route 2/12/14, Route 34, Route 9)
 - TTU at 18th Street and Boston Avenue (TTU routes, Route 5, Route 2/14/19)
 - 34th Street near Iola Avenue and West End shopping area (Route 34, Route 2/14/19)
 - 82nd Street and Milwaukee Avenue (University Express)

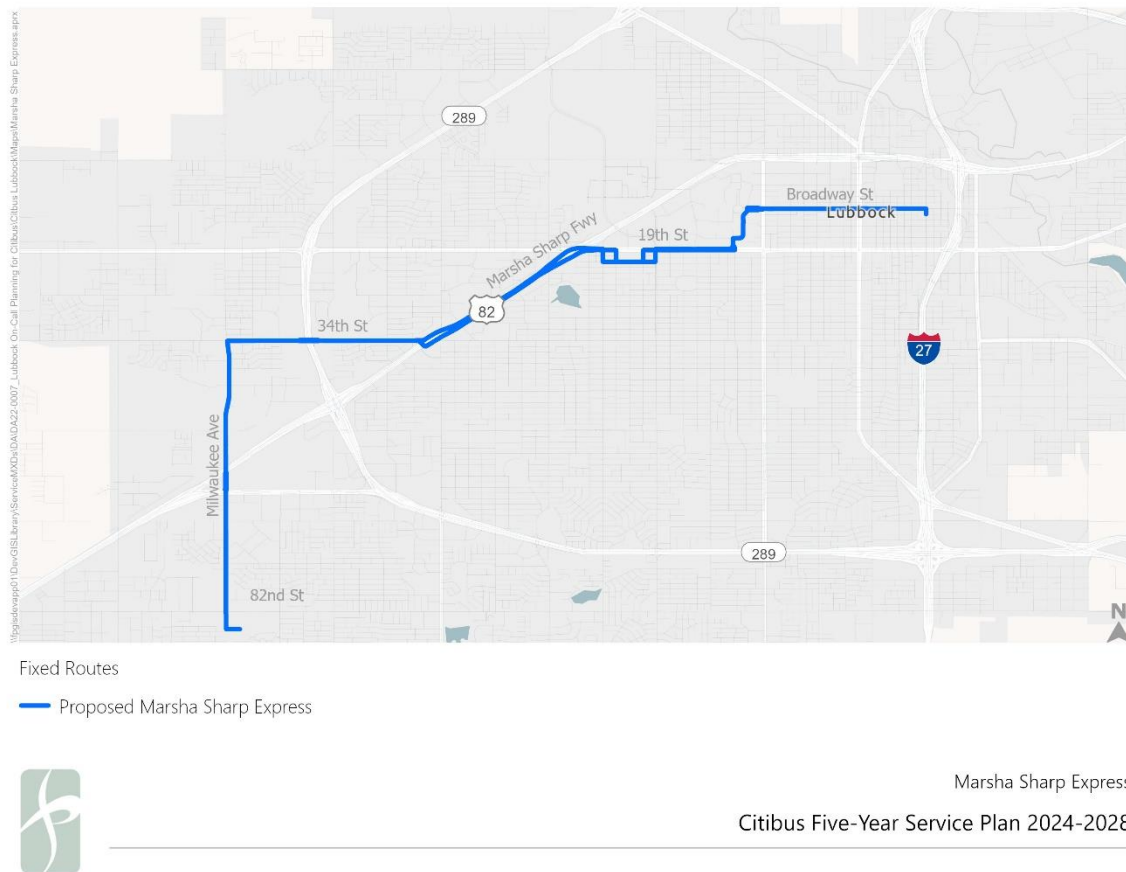


Figure 15: New Marsha Sharp Express Route.

University Express

The new University Express serves as an express route connecting from TTU at 18th Street and Boston Avenue, north-south points along University Avenue and the Walmart at 82nd Street and Milwaukee Avenue, as shown in **Figure 16**.

The route has the following characteristics:

- Operates Monday through Friday during peak hours only.
- Has a peak frequency of buses every 30 minutes in each direction.
- Has a one-way route distance of approximately 7.5 miles.
- Requires two buses at peak frequency.

- Connection points to other routes at:
 - TTU at 18th Street and Boston Avenue (TTU routes, Marsha Sharp Express, Route 5, Route 1/6)
 - 34th Street and University Avenue (Route 34)
 - 50th Street and University Avenue (Route 1/6)
 - 82nd Street and Slide Road (Route 9)
 - 82nd Street and Quaker Avenue (Route 5)
 - 82nd Street and University Avenue (Route 9)
 - 82nd Avenue and Milwaukee Avenue (Marsha Sharp Express)

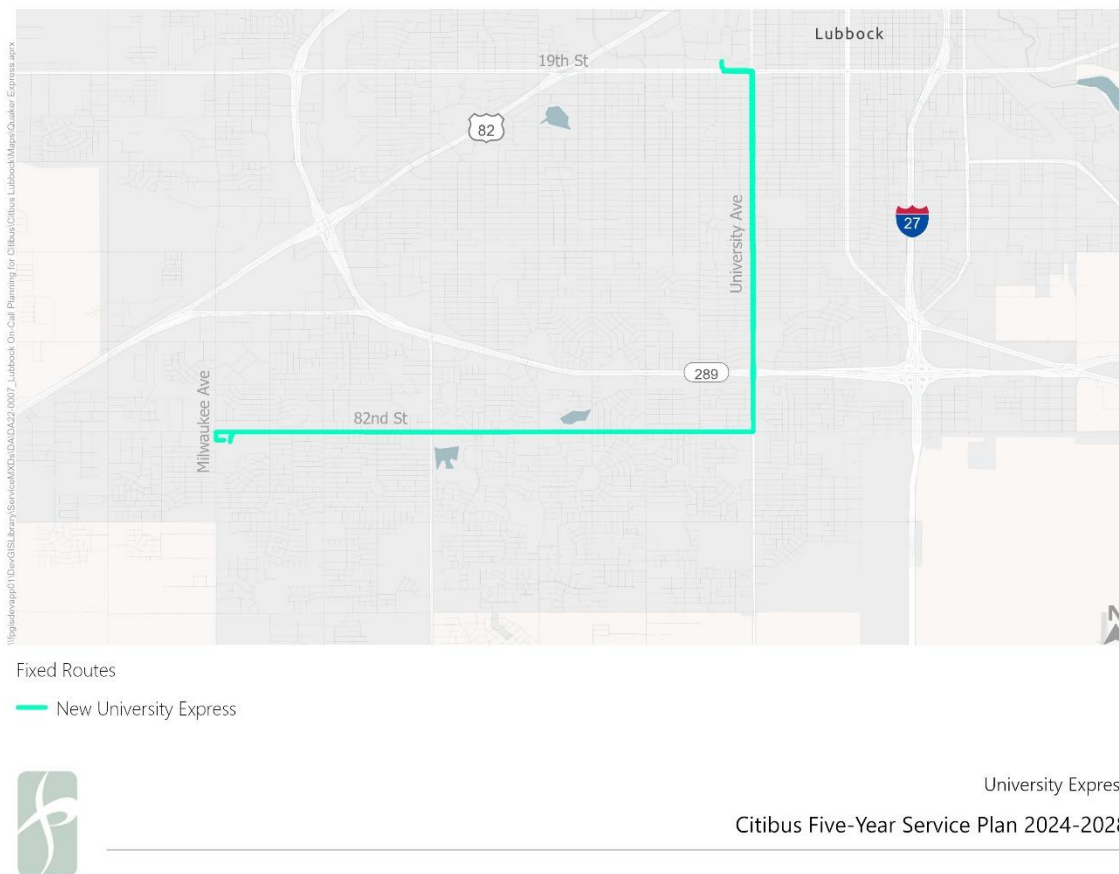


Figure 16: New University Express Route.

Core Routes

Three core routes are proposed within this five-year plan and provide key east-west and north-south connections across long, linear corridors in Lubbock.

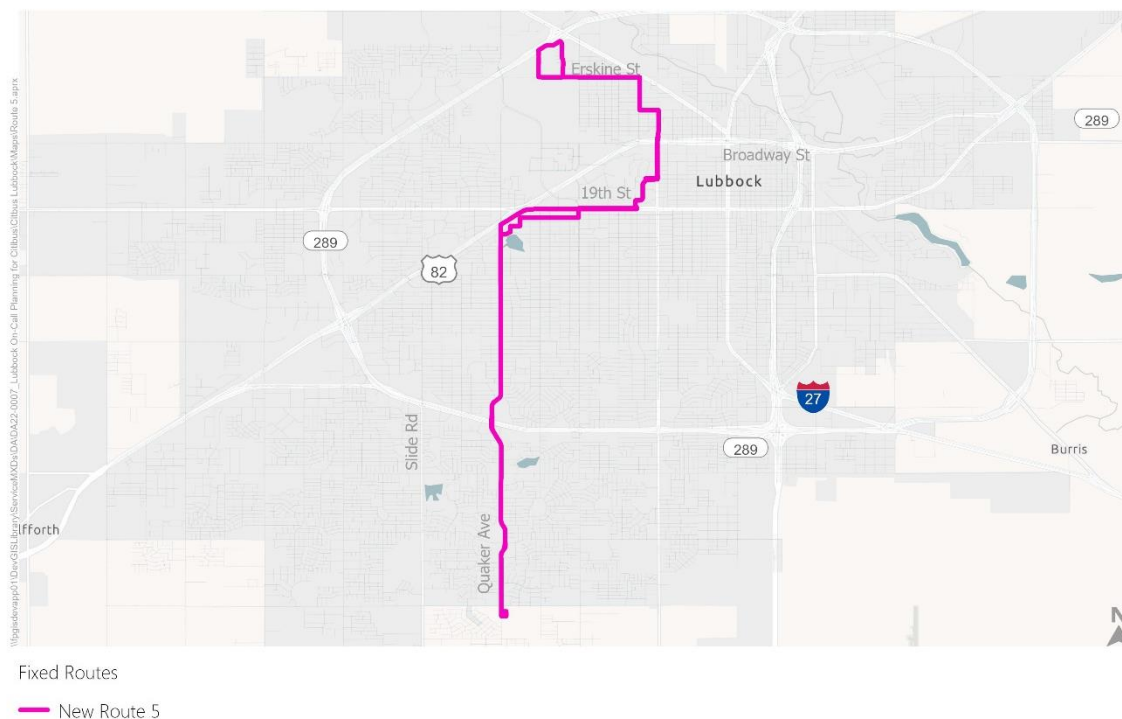
Route 5

The new Route 5 has shared characteristics with the existing Route 5 but with extensions of service north and south to areas currently unserved by Citibus routes (shown as a standalone new proposed route in

Figure 17 and compared to existing Route 5 in **Figure 18**). Route 5 connects Indiana Village/Hillcrest Manor, TTU, north-south points along Quaker Avenue, and the H-E-B and Walmart at 114th Street and Quaker Avenue.

The route has the following characteristics:

- Operates Monday through Saturday throughout the day and evening.
- Has a peak frequency of buses every 30 minutes in each direction with 60-minute frequency evenings and weekends.
- Has a one-way route distance of approximately 13 miles.
- Requires four buses at peak frequency.
- Connection points to other routes at:
 - TTU at 18th Street and Boston Avenue (TTU routes, Marsha Sharp Express, Route 2/14/19, University Express)
 - 34th Street and Quaker Avenue (Route 34)
 - 50th Street and Quaker Avenue (Route 1/6)
 - 82nd Street and Quaker Avenue (University Express)
 - 98th Street and Quaker Avenue (Route 9)
 - University Avenue and Auburn Street (Route 2/12/14)



Route 5

Citibus Five-Year Service Plan 2024-2028

Figure 17: New Core Route 5.

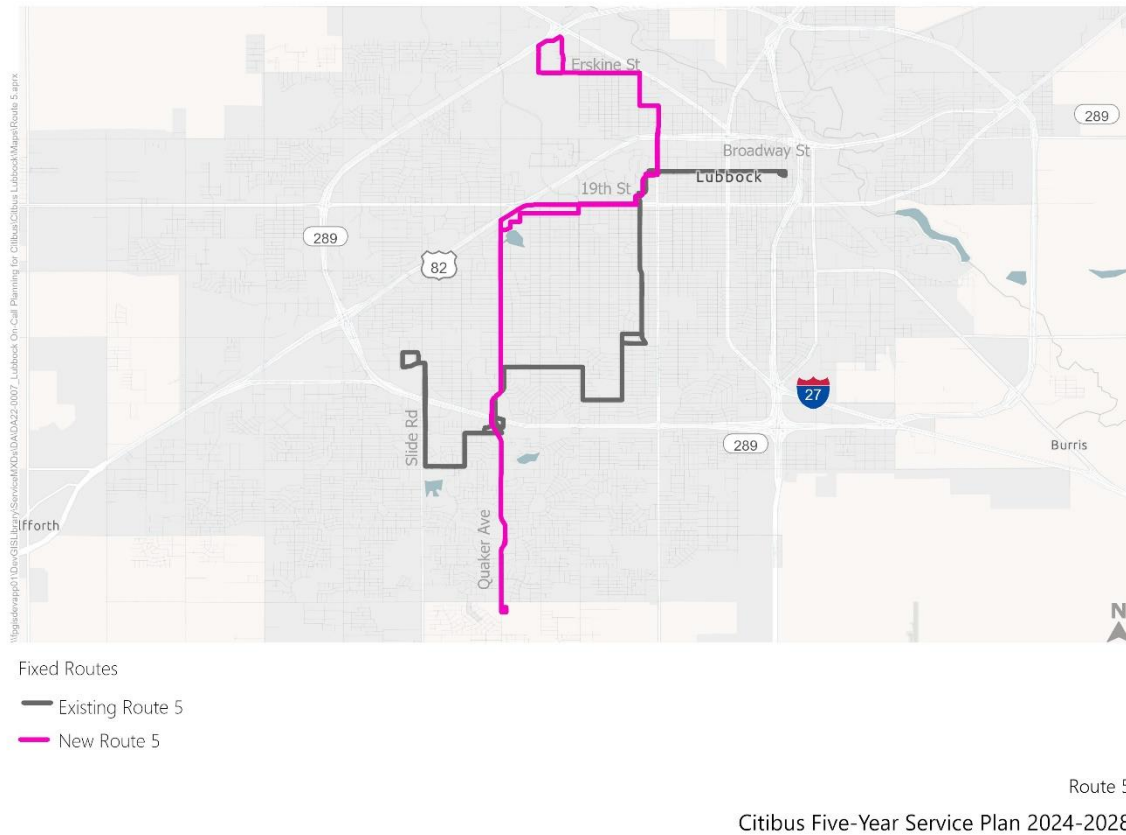


Figure 18: New Core Route 5, Existing Route and New Route Compared.

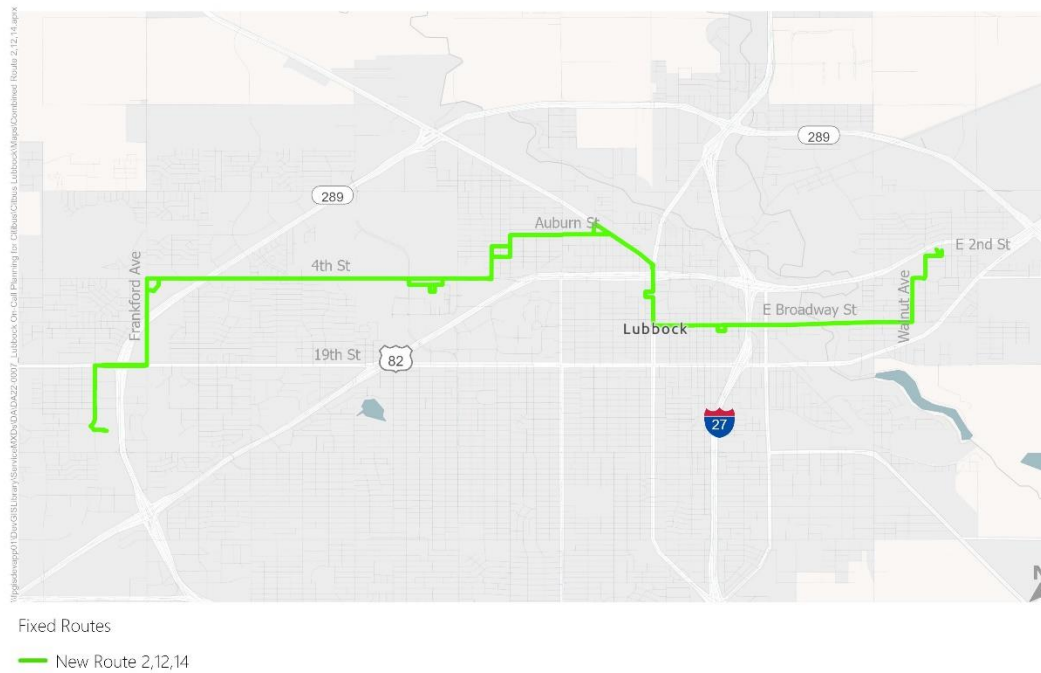
Route 2/12/14

The new Route 2/12/14 is a consolidation of existing routes with shared characteristics to the existing Routes 2, 12, and 14 but with more direct and linear routing (shown as a standalone new proposed route in **Figure 19** and compared to existing Routes 2, 12, and 14 in **Figure 20**). Route 2/12/14 connects northeast Lubbock at the United Supermarkets on Parkway Drive with downtown Lubbock, the downtown Walmart, the Arnett Benson neighborhood, east-west points along 4th Street, and Academy Sports and Social Security Administration at Frankford Avenue and 19th Street.

The route has the following characteristics:

- Operates Monday through Saturday throughout the day and evening.
- Has a peak frequency of buses every 30 minutes in each direction with 60-minute frequency evenings and weekends.
- Has a one-way route distance of approximately 11.25 miles.
- Requires three buses at peak frequency.
- Connection points to other routes at:
 - United Supermarkets on Parkway (Route 2/14/19, Route 1/6)

- Downtown Transfer Plaza (Marsha Sharp Express, Route 34, Route 9)
- University Avenue and Auburn Street (Route 5)
- 19th Street and Frankford Avenue (Route 2/14/19)
- Iola Avenue at West End Shopping Center (Marsha Sharp Express, Route 34, Route 2/14/19)



Combined Route 2,12,14
Citibus Five-Year Service Plan 2024-2028

Figure 19: New Core Route 2/12/14.

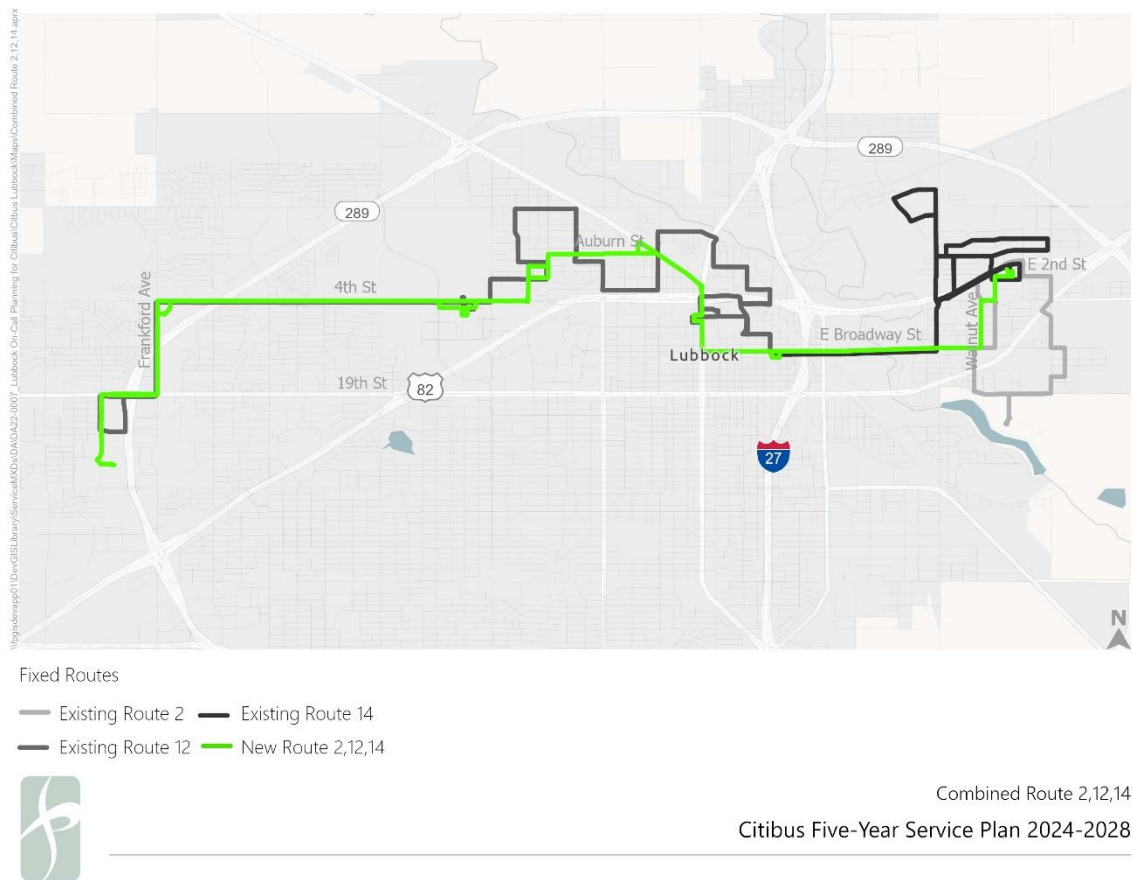


Figure 20: New Core Route 2/12/14, Existing Routes and New Route Compared.

Route 2/14/19

The new Route 2/14/19 is a consolidation of existing routes with shared characteristics to the existing Routes 2, 14, and 19 but with more direct and linear routing (shown as a standalone new proposed route in **Figure 21** and compared to existing Routes 2, 14, and 19 in **Figure 22**). Route 2/14/19 connects northeast Lubbock at the United Supermarkets on Parkway Drive with TTU, Covenant Health on 19th Street, and the West End shopping area at Lola Avenue and 29th Street.

The route has the following characteristics:

- Operates Monday through Saturday throughout the day and evening.
- Has a peak frequency of buses every 30 minutes in each direction with 60-minute frequency evenings and weekends.
- Has a one-way route distance of approximately 11 miles.
- Requires three buses at peak frequency.
- Connection points to other routes at:
 - United Supermarkets on Parkway (Route 2/12/14, Route 1/6)
 - MLK Jr Blvd near Idalou Rd (Route 1/6)
 - TTU at 18th Street and Boston Avenue (TTU routes, Marsha Sharp Express, Route 5, Route

- 1/6, University Express)
- West End shopping area (Route 34, Marsha Sharp Express)
- 19th Street and Frankford Avenue (2/12/14)

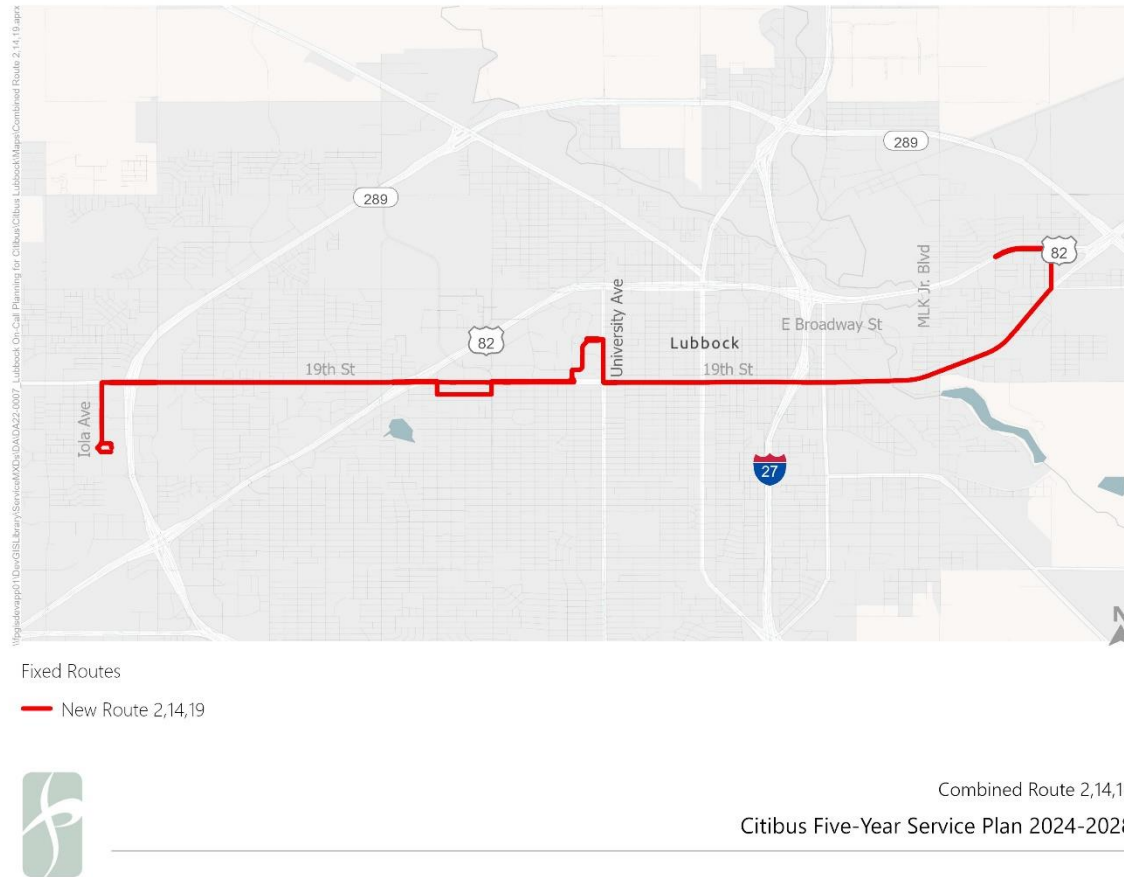


Figure 21: New Core Route 2/14/19.

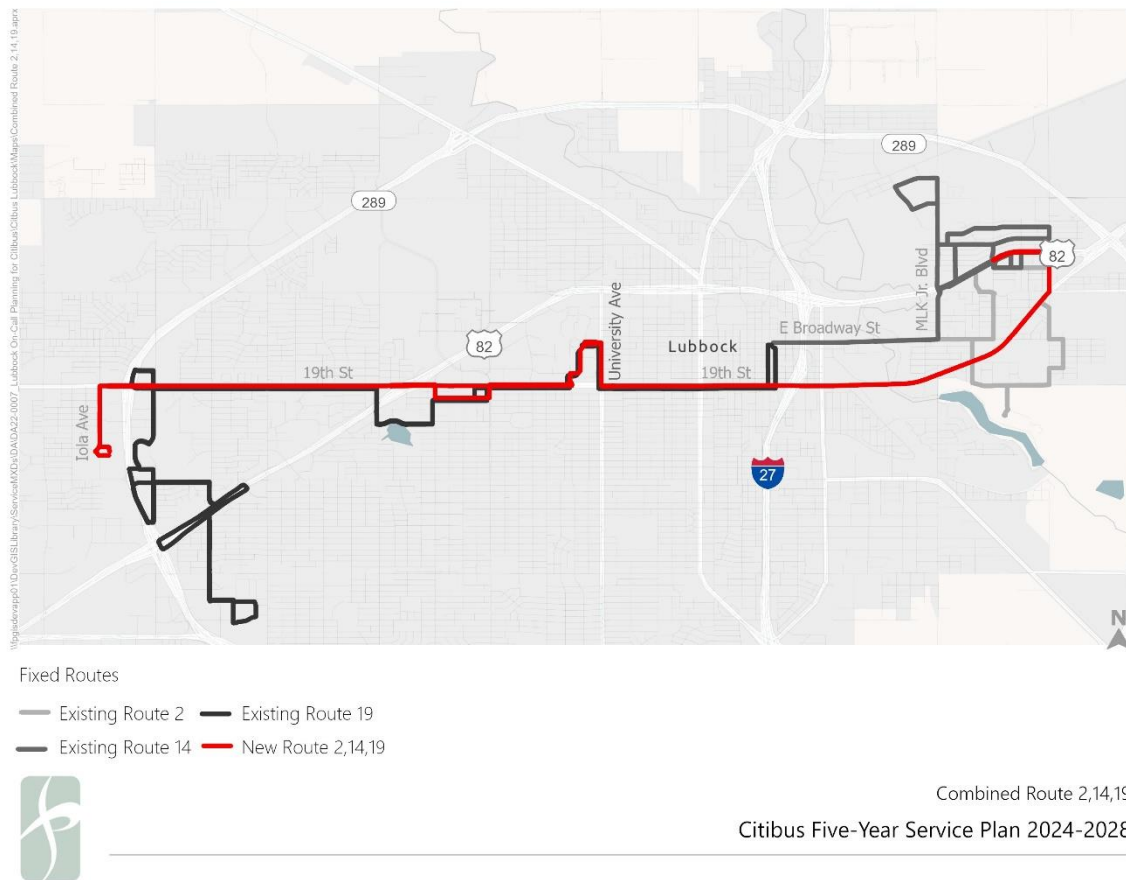


Figure 22: New Core Route 2/14/19, Existing Routes and New Route Compared.

Local Routes

Route 9

As shown **Figure 23** and **Figure 24**, the new Route 9 is similar to the existing Route 9. The most significant change is that now Route 9 travels further south on University Avenue from 66th Street to 98th Street and then continues across 98th Street to Slide Road and to the South Plains Mall. The new Route 9 connects downtown with central and south Lubbock.

The route has the following characteristics:

- Operates Monday through Saturday throughout the day.
- Has a consistent frequency of buses every 60 minutes in each direction.
- Has a one-way route distance of approximately 13.5 miles.
- Requires two buses.
- Connection points to other routes at:
 - Downtown Transfer Plaza (Marsha Sharp Express, Route 34, Route 2/12/14)
 - 50th Street and Avenue Q (Route 1/6)
 - 34th Street and Avenue Q (Route 34)

- 82nd Street and University Avenue (University Express)
- 98th Street and Quaker Avenue (Route 5)
- 82nd Street and Slide Road (University Express)
- South Plains Mall (Route 1/6)

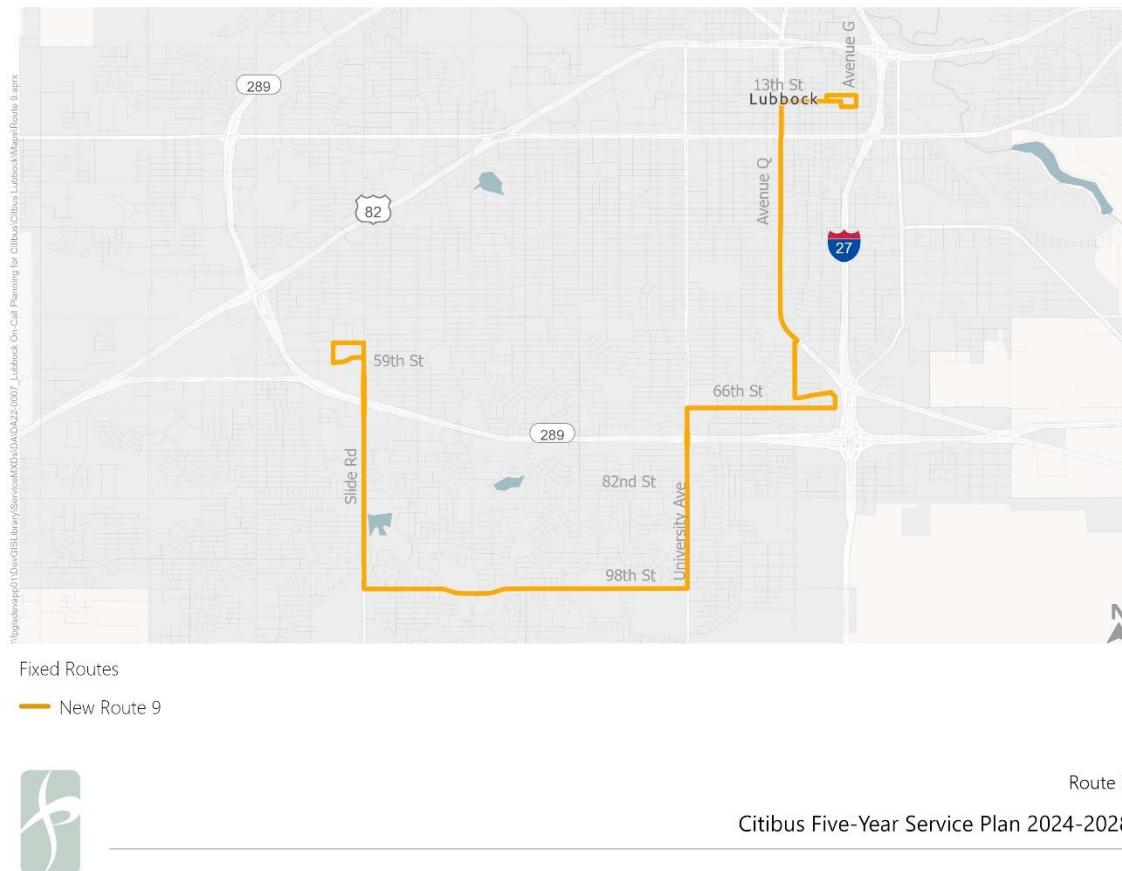


Figure 23: New Local Route 9.

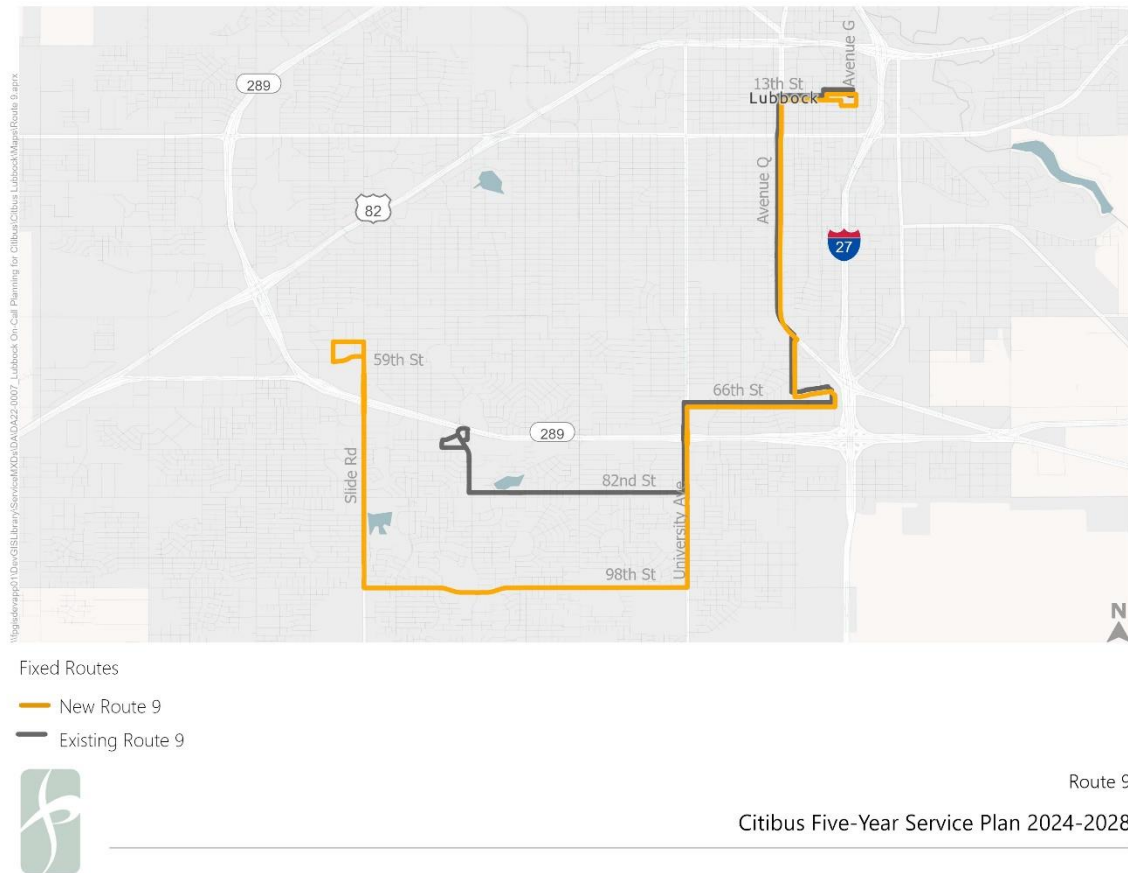


Figure 24: New Local Route 9, Existing Route and New Route Compared.

Route 34

As shown **Figure 25** and **Figure 26**, the new Route 34 is more similar to the existing Route 34 than any route within our five-year plan. The change is that now Route 34 runs a longer section of 34th Street with a western terminus of the West End shopping area instead of the current connection to the South Plains Mall.

The route has the following characteristics:

- Operates Monday through Saturday throughout the day.
- Has a consistent frequency of buses every 60 minutes in each direction.
- Has a one-way route distance of approximately 7.75 miles.
- Requires one bus.
- Connection points to other routes at:
 - Downtown Transfer Plaza (Marsha Sharp Express, Route 9, Route 2/12/14)
 - 34th Street and Avenue Q (Route 9)
 - 34th Street and Quaker Avenue (Route 5)
 - 34th Street and University Avenue (University Express)
 - 34th Street and West End shopping area (Marsha Sharp Express, Route 2/14/19)

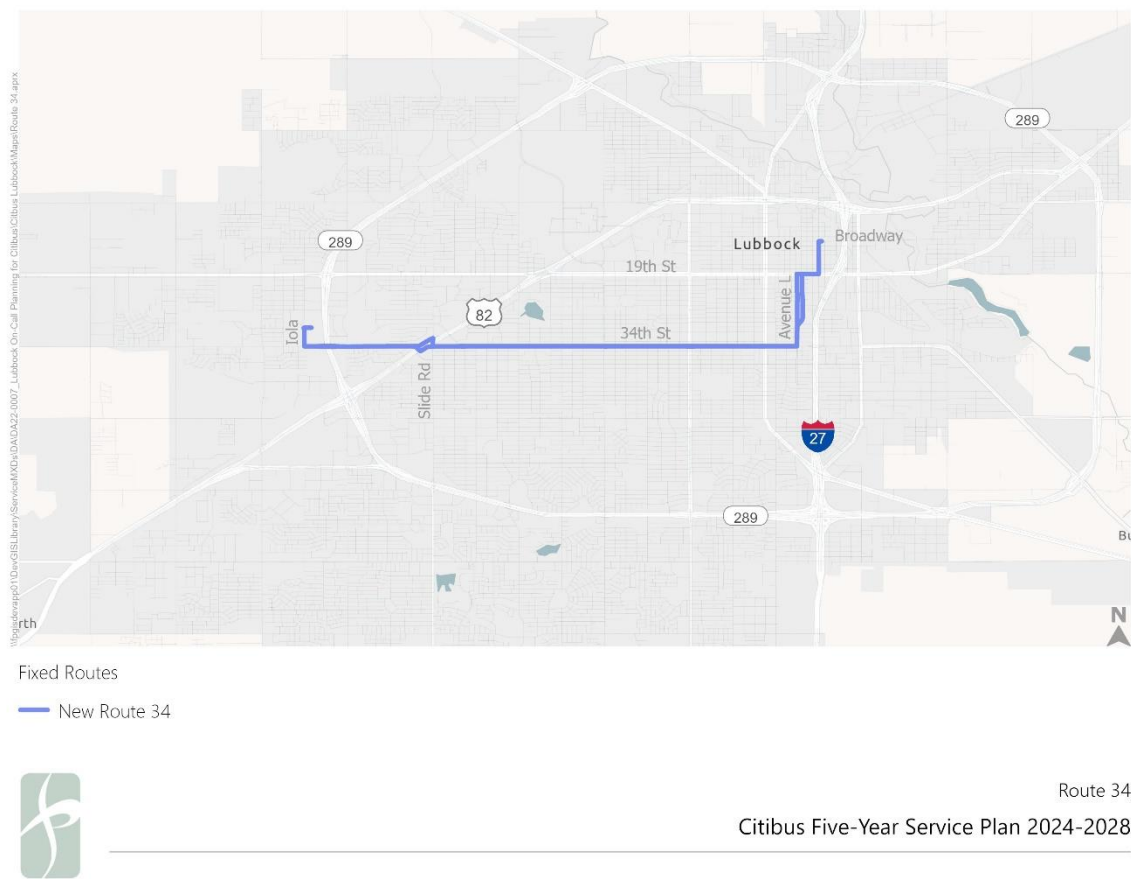


Figure 25: New Local Route 34.

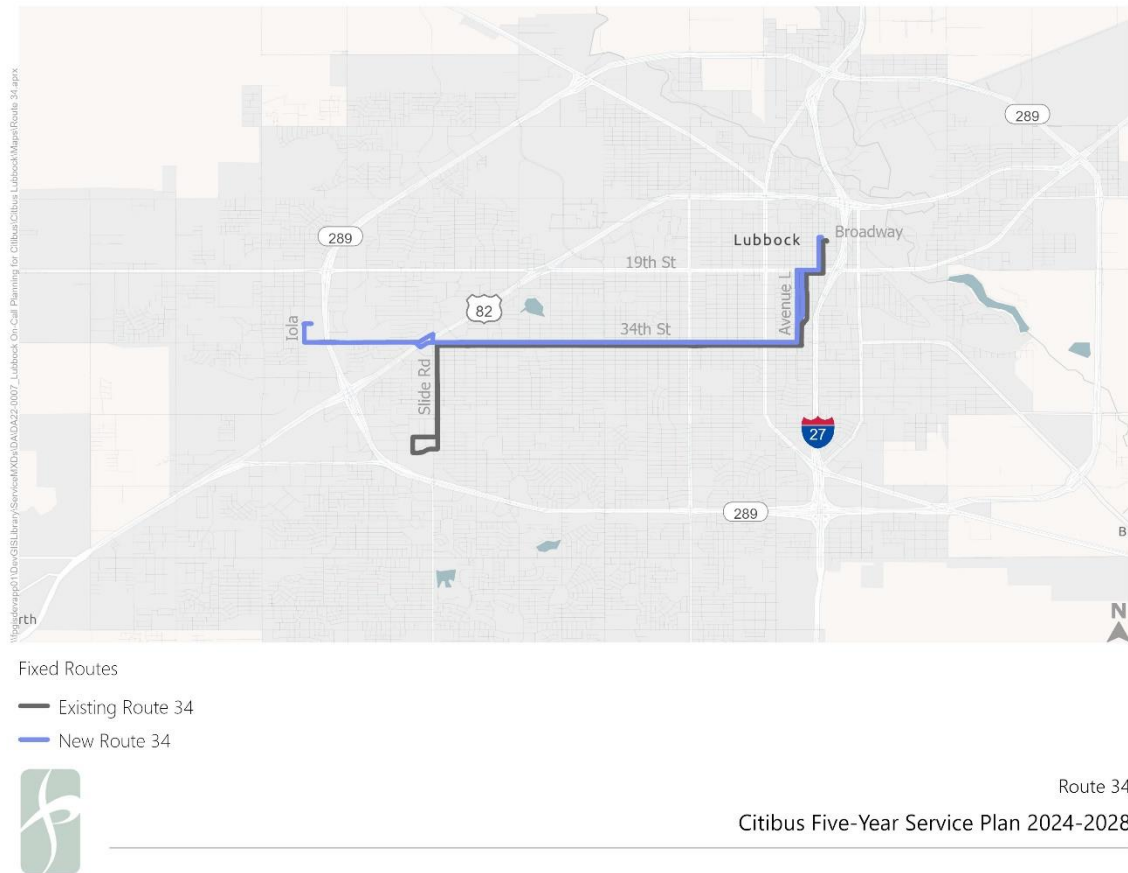


Figure 26: New Local Route 34, Existing Route and New Route Compared.

Route 1/6

The new Route 1/6 is a consolidation of existing Routes 1 and 6 but with more direct and linear routing (shown as a standalone new proposed route in **Figure 27** and compared to existing Routes 1 and 6 in **Figure 28**). Route 1/6 connects northeast Lubbock at the United Supermarkets on Parkway Drive with Sunrise Canyon, Dunbar Heights, Avenue Q and 50th Street hub, south-central Lubbock, and the South Plains Mall.

The route has the following characteristics:

- Operates Monday through Saturday throughout the day.
- Has a consistent frequency of buses every 60 minutes in each direction.
- Has a one-way route distance of approximately 13 miles.
- Requires two buses.
- Connection points to other routes at:
 - United Supermarkets on Parkway (Route 2/14/19, Route 2/12/14)
 - MLK Jr Blvd near Idalou Rd (Route 2/14/19)
 - 50th Street and Avenue Q (Route 9)

- 50th Street and University Avenue (University Express)
- 50th Street and Quaker Avenue (Route 5)
- South Plains Mall (Route 9)

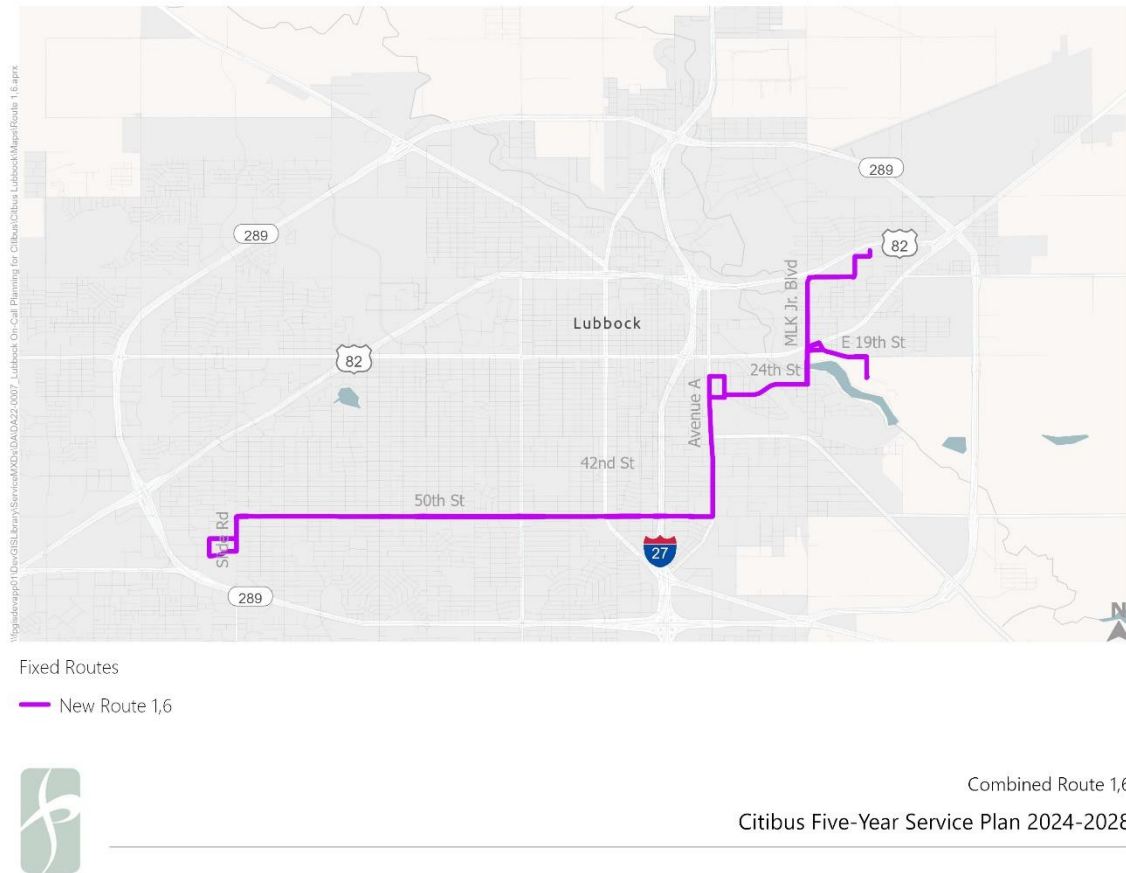


Figure 27: New Local Route 1/6.

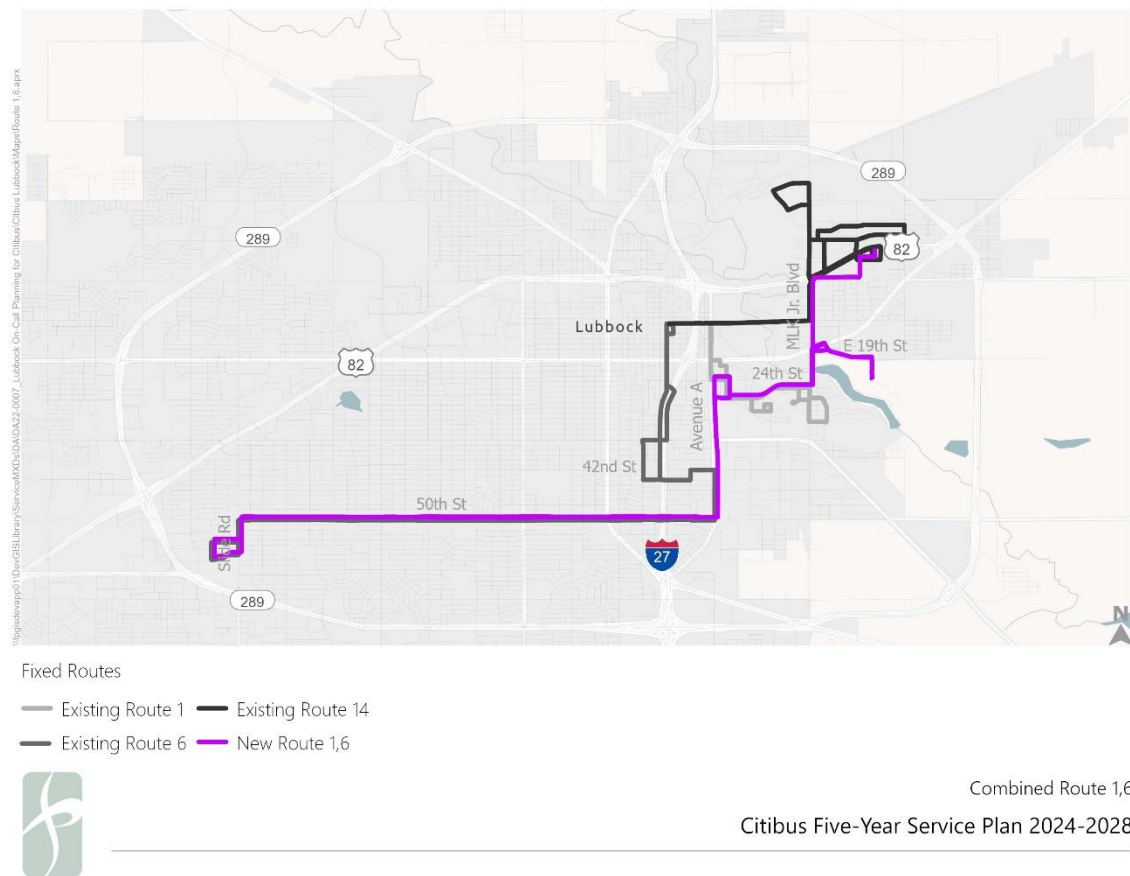


Figure 28: New Local Route 1/6, Existing Routes and New Route Compared.

Service Plan: OnDemand Microtransit and CitiAccess Paratransit

Microtransit Zones

The five-year plan includes significant changes to the existing citywide microtransit service. The plan calls for the creation of six microtransit zones over the course of the implementation plan, as shown in **Figure 29**. Initially, the north, south, east, and west primary zones would be implemented with the central and extended northeast zone being implemented two to three years after the launch of this new microtransit structure.

The zones are designed to primarily provide connectivity to fixed route services and secondarily to provide local community connectivity within each zone for shorter distance travel. These changes are intended to eliminate the current duplication (and associated phenomena of Citibus competing against itself for trips) of service between fixed route and microtransit, as well as reduce microtransit use overall. Since microtransit trips are more costly than fixed route trips, thus requiring more subsidy per passenger trip, the intent is to utilize microtransit more efficiently and in tandem with fixed routes, which have a

much lower cost per passenger trip.

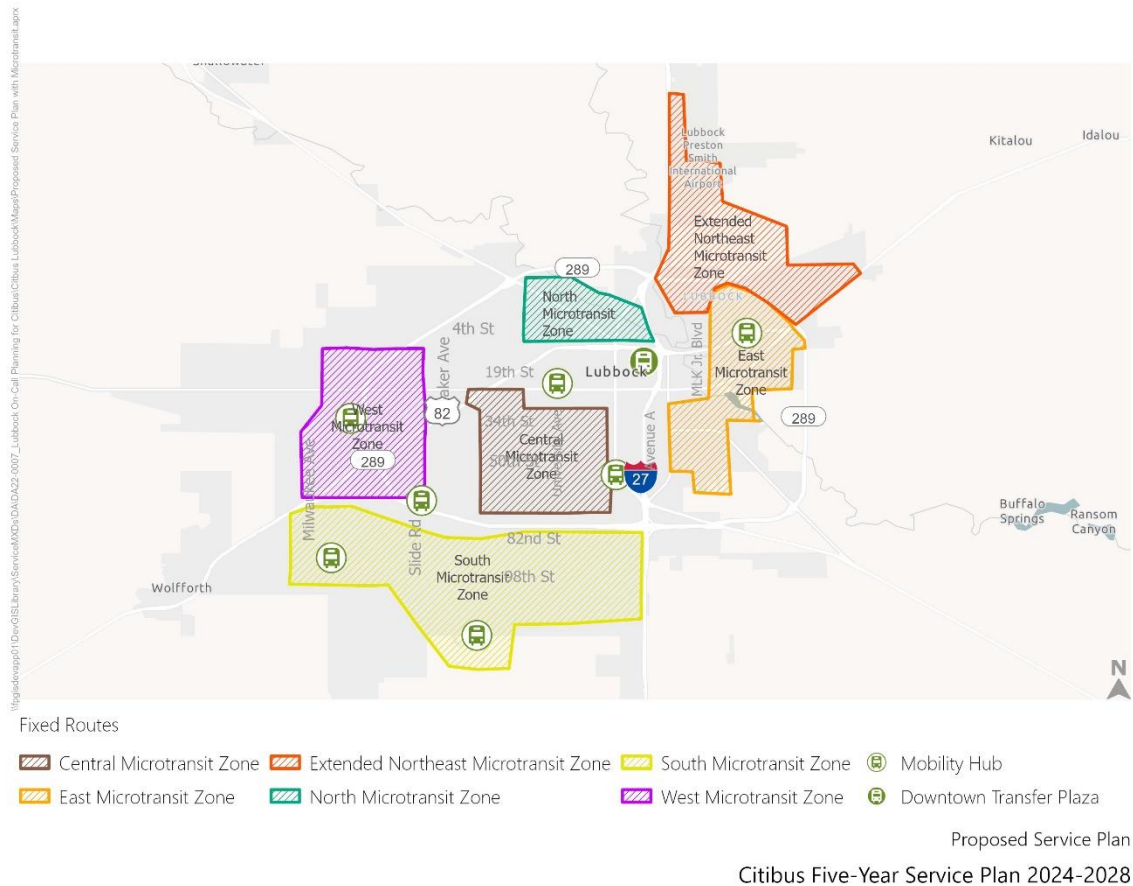


Figure 29: New Microtransit Service Area Zones.

Additionally, it is recommended that Citibus use a non-dedicated fleet through Uber and Lyft transportation network companies (TNCs) for a portion of requested microtransit trips that are longer than three or four miles. Notably, Spare Labs technology allows for trips booked through Citibus' OnDemand app to be pushed out to Uber or Lyft.

An interview with DART's former Vice President of Planning and Development revealed that DART works to move as many microtransit trips as possible to non-dedicated providers, given significantly lower cost per trip for non-dedicated providers versus the dedicated DART microtransit fleet. Of all DART microtransit trips, 55% are operated by a non-dedicated provider, as of December of 2023. With appropriate microtransit fare pricing, disincentives can be built in to limit overuse of non-dedicated providers. Citibus could also consider caps on how many trips provided by Uber or Lyft a rider could use per day, week, or month.

Paratransit Service Area

Figure 30 shows the fixed route system with the required paratransit service area that extends three-quarters of a mile in either direction of the routes (the paratransit service area without routes is shown in **Figure 31**). It is recommended that this zone be the base paratransit service area with a standard fare of two times the fixed route fare. For areas beyond this base paratransit service area, it is recommended to establish these as part of an extended paratransit area with higher fares (see **Chapter 7** for fare recommendations). This represents a return to how paratransit service was operated prior to March of 2020.

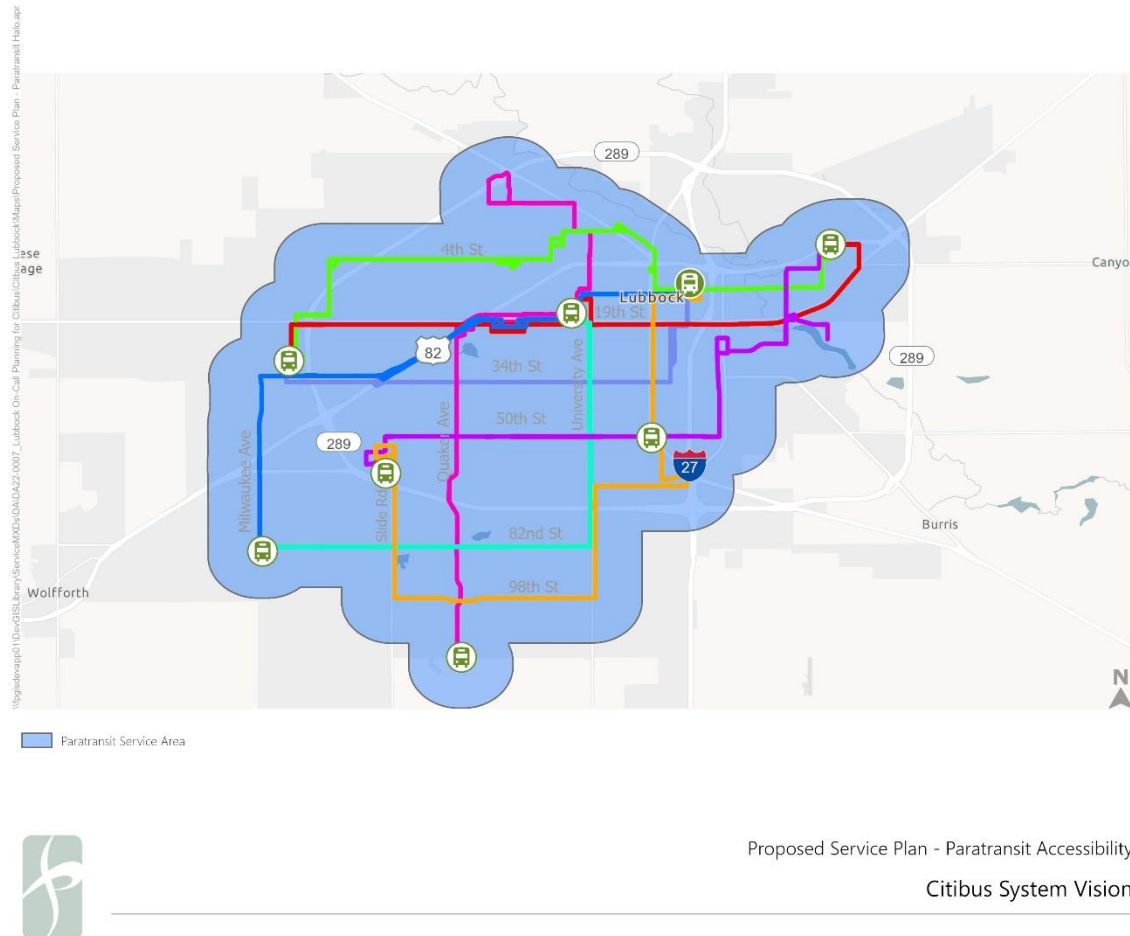


Figure 30: Citibus Paratransit Service Area Boundaries with Routes.

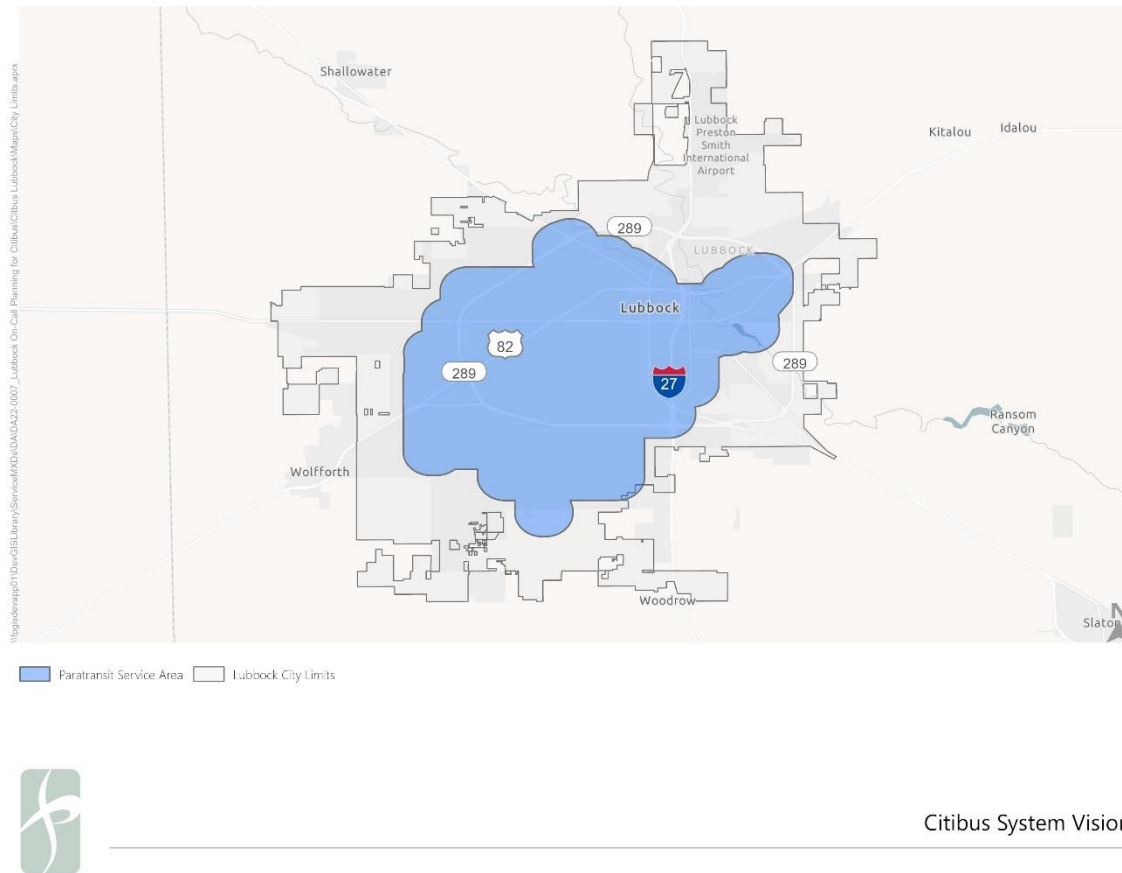


Figure 31: Citibus Paratransit Service Area and Lubbock City Limits.

Use of Non-Dedicated Provider Fleet

Similar to the discussion in the previous OnDemand microtransit section, it is recommended that Citibus work to move a portion of riders to non-dedicated providers. This would only be possible for paratransit riders who do not use a mobility device and agree to having Uber or Lyft provide their paratransit trips as an option (riders would need to opt-in before a non-dedicated fleet trip was offered).

Referencing conversations with DART again, DART currently has approximately 12% of its paratransit riders who have opted in to use non-dedicated TNC services and 11% of the total annual paratransit trips were operated by a non-dedicated TNC operator, as of December of 2023.

Ideally, within the area where the paratransit service area overlaps with the microtransit zones, the Citibus fleet would provide both Citibus paratransit and OnDemand microtransit trips with the same fleet. This comingling of a portion of paratransit and microtransit trips in areas of overlap would provide additional efficiency, especially for shorter distance microtransit trips operated by the dedicated Citibus fleet.

Service Plan: TTU Routes

With significant changes to the citywide routes, the existing TTU routes, shown in **Figure 32**, were reviewed as part of this study to understand if there were any opportunities to combine TTU routes with the new routes included in this study to gain efficiency. This initial analysis showed that there were significant barriers to combining the citywide routes with the TTU routes for reasons including:

- Mismatched route frequencies (TTU routes generally run much more frequently on shorter routes).
- Mismatched cycle times that make operational combinations challenging.
- Challenges with TTU route funding mechanisms that make changes or route combinations with citywide routes difficult.
- Seasonality of TTU routes operating only during the university school year.
- Citywide routes serve much different trip purposes and traveler markets than TTU routes.
- Route duplication between TTU routes and citywide routes was very limited and not deemed significantly inefficient.

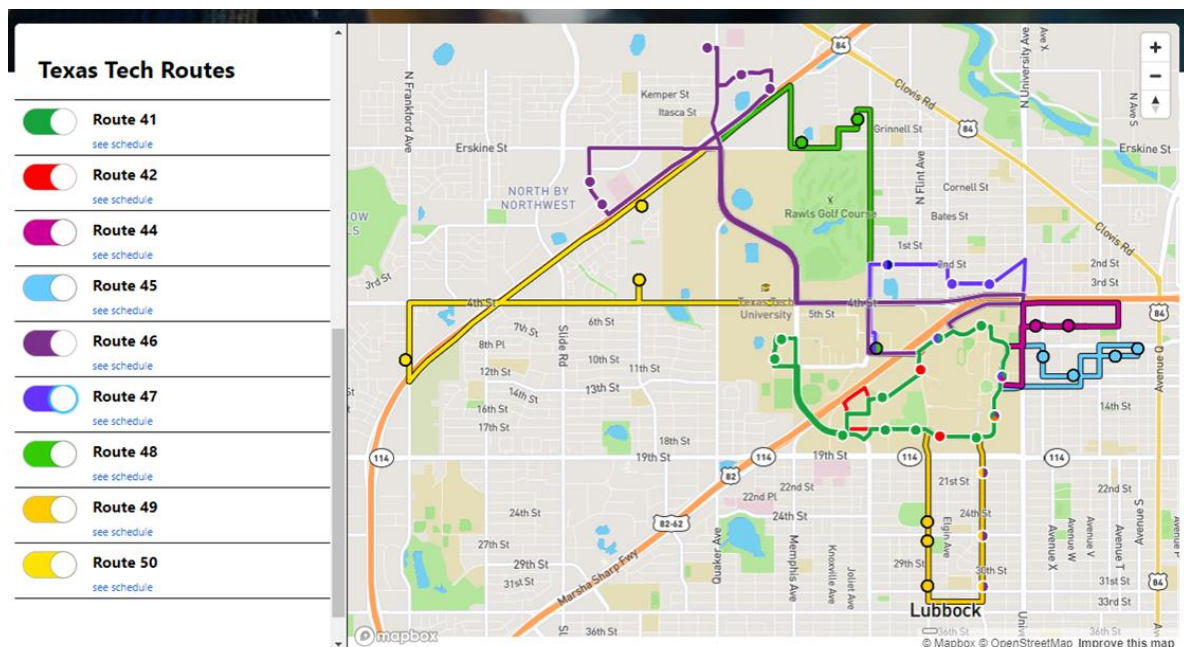


Figure 32: Existing TTU Shuttle Bus Routes (source: Citibus).

However, analysis of the TTU route system did identify opportunities to consider for more efficient operations with possible cost savings:

1. Changes to existing Route 46, Route 48, and Route 50 to:
 - a. Eliminate Route 46.
 - b. Reconfigure Route 48 to serve the three northeast stops from Route 46 (The Avenue Stops 1 & 2 and Wildwood).
 - c. Reconfigure Route 50 to serve the two northwest stops from Route 46 (Thrive Stops 1 & 2).

2. Changes to existing Route 44 and Route 45
 - a. Consolidate into one unidirectional route without losing any stops and increasing frequency.
 - b. Potential routing changes to limit travel through Avenue X and Mac Davis Lane roundabout.

A full presentation of the TTU route system analysis is shown in **Appendix D: TTU Route System Analysis**

Service Plan: Characteristics Summary

The proposed service changes will operate throughout the week and on Saturdays, with additional express route service during peak AM and PM weekday hours. In Routes, frequencies, and alignments have been adjusted along existing routes to better match the unique needs of neighborhoods across the city while express routes have been added to soak up the additional demand along key corridors. Readjusting service and expanding it to better serve areas of high demand ensures that resources are applied where they are most successful, while supporting the sustainable provision of service to areas of high need but relatively lower transit performance. **Table 1** below summarizes the service characteristics of routes included in the plan. Additional detail on the implementation scenarios is found in **Chapter 7**.

Table 1: Summary of Five-Year Service Plan Route Characteristics

Route	Days of week	Hours per day	Peak Frequency	Buses Required at Peak
<i>Marsha Sharp Express</i>	Mon – Fri	8 (Peak AM & PM hours only)	30 min	2
<i>University Express</i>	Mon – Fri	8 (Peak AM & PM hours only)	30 min	2
<i>Route 5</i>	Mon – Sat	14 (weekdays); 12 (Sat)	30 min	4
<i>Route 2/12/14</i>	Mon – Sat	14 (weekdays); 12 (Sat)	30 min	3
<i>Route 2/14/19</i>	Mon – Sat	14 (weekdays); 12 (Sat)	30 min	3

Route	Days of week	Hours per day	Peak Frequency	Buses Required at Peak
Route 9	Mon – Sat	13 (weekdays); 9 (Sat)	60 min	2
Route 34	Mon – Sat	13 (weekdays); 9 (Sat)	60 min	1
Route 1/6	Mon – Sat	13 (weekdays); 9 (Sat)	60 min	2

Across the service network are several key locations that serve as connection points where multiple routes converge. Such connections compound the reach of the system and mobility of Citibus riders. **Table 2** below shows these connection point locations with connecting routes per location.

Table 2: Mobility Hubs and Connection Points for Fixed Routes Systemwide

Connection Point	Connecting Routes
19th Street and Frankford Avenue	Route 2/12/14 and Route 2/14/19
34th Street and University Avenue	University Express and Route 34
34th Street and Avenue Q	Route 9 and Route 34
34th Street and Quaker Avenue	Route 5 and Route 34
34th Street and West End Shopping Area	Marsha Sharp Express, Route 34, Route 2/12/14, Route 2/14/19
50th Street and Avenue Q	Route 9 and Route 1/6
50th Street and Quaker Avenue	Route 1/6 and Route 5
50th Street and University Avenue	University Express and Route 1/6
82nd Street and Milwaukee Avenue	Marsha Sharp Express and University Express
82nd Street and Slide Road	University Express and Route 9

<i>82nd Street and University Avenue</i>	University Express and Route 9
<i>82nd Street and Quaker Avenue</i>	University Express and Route 5
<i>98th Street and Quaker Avenue</i>	Route 5 and Route 9
<i>Downtown Transfer Plaza</i>	Marsha Sharp Express, Route 9, Route 34, and Route 2/12/14
<i>South Plains Mall</i>	Route 9 and Route 1/6
<i>TTU at 18th Street and Boston Avenue</i>	Marsha Sharp Express, University Express, Route 5, Route 2/14/19, and TTU Shuttle Routes
<i>United Supermarkets on Parkway</i>	Route 1/6, Route 2/12/14, and Route 2/14/19
<i>University Avenue and Auburn Street</i>	Route 5 and Route 2/12/14
<i>MLK Jr Blvd near Idalou Rd</i>	Route 1/6 and Route 2/14/19

Chapter 7: Implementation

This chapter details the resources, phasing, and strategies required to implement the Five-Year Service Plan.

Implementation Scenarios

This plan envisions an overall shift of resources to increased fixed route service hours (the number of vehicle hours operated on route), similar to 2019 levels, and a return of CitiAccess paratransit hours to 2019 levels. OnDemand microtransit hours are estimated to decrease from current levels based on the smaller, targeted microtransit zones presented within this plan. Both OnDemand and CitiAccess are recommended for small to moderate shifts of riders to Uber and Lyft (a.k.a., non-dedicated fleet), as previously described.

Over the course of the next five years, it is recommended that Citibus first implement a goal scenario that utilizes existing service hour resources, followed in later years by implementation of a stretch scenario that represents an increase of approximately 6% in total service hours over current hours (122,000 total hours for the goal scenario compared to 129,000 hours for the stretch scenario). As shown in **Table 3**, the goal scenario, when compared to current service levels, plans for:

- An increase in fixed route service hours of approximately 22%,
- A decrease in OnDemand hours of approximately 20%, driven by smaller zones and modest assumption of moving some users to more cost effective non-dedicated fleet, and
- A decrease in paratransit hours of approximately 10%, driven by a smaller overall paratransit service area.

The stretch scenario continues the reallocation of resources towards fixed route services closer to the levels operated in 2019, with changes versus current service levels of:

- An increase in fixed route service hours of approximately 44%,
- A decrease in OnDemand hours of approximately 40% driven by a greater shift of users to a non-dedicated fleet, and
- A decrease in paratransit hours of approximately 10%.

Table 3: Hours of Service Resources for Goal and Stretch Implementation Scenarios

Hours by service	2019	2023	2024-2025 Goal Scenario	2026-2028 Stretch Scenario
Fixed Route	78,000-82,000	52,000-54,000	65,000	76,000
OnDemand	n/a	20,000-23,000	17,000	13,000
Paratransit	38,000-40,000	44,000-46,000	40,000	40,000
TOTAL	116,000-122,000	116,000-123,000	122,000	129,000

It should be noted that the hours of service associated with the operations of the TTU routes is not included in these scenarios, as it is negotiated directly with TTU annually on a service hour reimbursements basis.

Goal Scenario

As shown in **Table 4**, the goal scenario envisions:

- Express routes running every 30 minutes weekdays during peak AM and PM periods.
- Core routes running every 30 minutes weekdays during peak periods and every 60 minutes during off-peak periods and on Saturdays.
- Local routes running every 60 minutes Monday through Saturday.
- Microtransit operating weekdays throughout the day and evening and Saturdays throughout the day.
- Paratransit operating in conjunction with fixed routes.

Table 4: Goal Scenario Service Hours and Frequencies by Service Type

Routes/ Services	WEEKDAYS				SATURDAYS	
	Peak hours of service	Peak frequency	Off-peak hours of service	Off-peak frequency	Saturday hours of service	Saturday frequency
Express Routes	7:00 AM to 11:00 AM and 2:00 PM to 6:00 PM	30 minutes	None	n/a	None	n/a
Core Routes	7:00 AM to 11:00 AM and 2:00 PM to 6:00 PM	30 minutes	6:00 AM to 7:00 AM; 11:00 AM to 2:00 PM; and 6:00 PM to 8:00 PM	60 minutes	7:00 AM to 7:00 PM	60 minutes
Local Routes	On weekdays, Local Routes run every 60 minutes all day from 6:30 AM to 7:30 PM				8:00 AM to 5:00 PM	60 minutes
Microtransit Zones	6:00 AM to 8:00 PM	30 minutes or less response time	8:00 PM to 11:00 PM	60 minutes or less response time	8:00 AM to 6:00 PM	60 minutes or less response time
Paratransit	Paratransit hours, per the ADA, would match each fixed route's hours of service					

Stretch Scenario

Ideally, Citibus would be able to access a small increase in resources to achieve higher service levels for fixed route. As shown in **Table 5**, the stretch scenario envisions:

- Express routes running every 30 minutes weekdays throughout the entire day.
- Core routes running every 30 minutes weekdays throughout the entire day and every 60 minutes on Saturdays.
- Local routes running every 60 minutes Monday through Saturday.
- Microtransit operating weekdays throughout the day and evening and Saturdays throughout the day.
- Paratransit operating in conjunction with fixed routes.

Table 5: Stretch Scenario Service Hours and Frequencies by Service Type

Routes/ Services	WEEKDAYS				SATURDAYS	
	Peak hours of service	Peak frequency	Off-peak hours of service	Off-peak frequency	Saturday hours of service	Saturday frequency
Express Routes	On weekdays, Express Routes run every 30 minutes all day from 6:30 AM to 7:30 PM				None	n/a
Core Routes	On weekdays, Core Routes run every 30 minutes all day from 6:00 AM to 8:00 PM				7:00 AM to 7:00 PM	60 minutes
Local Routes	On weekdays, Local Routes run every 60 minutes all day from 6:30 AM to 7:30 PM				8:00 AM to 5:00 PM	60 minutes
Microtransit Zones	6:00 AM to 8:00 PM	30 minutes or less response time	8:00 PM to 11:00 PM	60 minutes or less response time	8:00 AM to 6:00 PM	60 minutes or less response time
Paratransit	Paratransit hours, per the ADA, would match each fixed route's hours of service					

Long-Term Scenario Potentials

Beyond five years, Citibus should consider further investments, if resources allow, including:

- 15-minute peak frequency on Express Routes and possible Saturday peak AM/PM service
- Core Route service later into the evening
- Limited Sunday service
- Additional microtransit zones in areas unserved by the initial five-year plan

Fare Structure

To support growth of fixed route ridership and the implementation scenarios, the plan recommends that the current fixed route fare structure that has been in place since the beginning of the pandemic remain intact while microtransit fares be structured to encourage use to connect to the fixed route service and limit longer distance trips, as shown below.

Recommended Fixed Route Fares

- \$1.00 Per Adult One-Way, Children 5 & under ride free
- \$2.00 Day Pass
- \$10.00 Weekly Pass
- \$30.00 Monthly Pass

Other special fare programs for older adults, those with disabilities, and youth are recommended to be evaluated annually by Citibus to determine if these programs are meeting intended goals.

Recommended Microtransit Fares

The microtransit fares for the primary zones, as well as travel to/from the northeast extended zone from the mobility hub in the east zone, are shown in **Table 6**.

Table 6: Microtransit Fares

Microtransit Trip	Microtransit Fare (per trip)
<i>Intra-zone Travel Within Primary East, North, West, South, and Central Zones</i>	
Connecting to/from Mobility Hub or Route Connection Point, less than 2-mile trip distance	\$2.00 (\$1.00 when purchased with a fixed route \$1 one-way or \$2 day fare)
Connecting to/from Mobility Hub or Route Connection Point, more than 2-mile trip distance	\$3.00 (\$2.00 when purchased with a fixed route \$1 one-way or \$2 day fare)
Connecting any two points within a zone, less than 4-mile trip distance (not connecting to a route connection point)	\$5.00
Connecting any two points within a zone, more than 4-mile trip distance (not connecting to a route connection point)	\$7.00
<i>Travel between East Microtransit Zone and Extended Northeast Microtransit Zone</i>	
Connecting to/from the mobility hub at United Grocery on Parkway and the Extended NE Microtransit Zone (no point-to-point travel within the extended NE zone)	\$5.00 (\$3 when purchased with a fixed route fare)

Recommended Paratransit Fares

The paratransit fares within the paratransit zone cannot exceed twice the fixed route fare, per the ADA regulations, so this fare would be \$2.00 within the paratransit zone shown in **Chapter 6**. An extended paratransit zone, extending out to Lubbock city limits beyond the area associated with the three-quarters of a mile area around fixed routes, is recommended, similar to what existing pre-pandemic. The paratransit fare within this area is recommended to be \$10.00 for trips originating or ending within the extended paratransit zone.

Phasing

The phasing for implementation of the plan is shown in **Figure 33**.

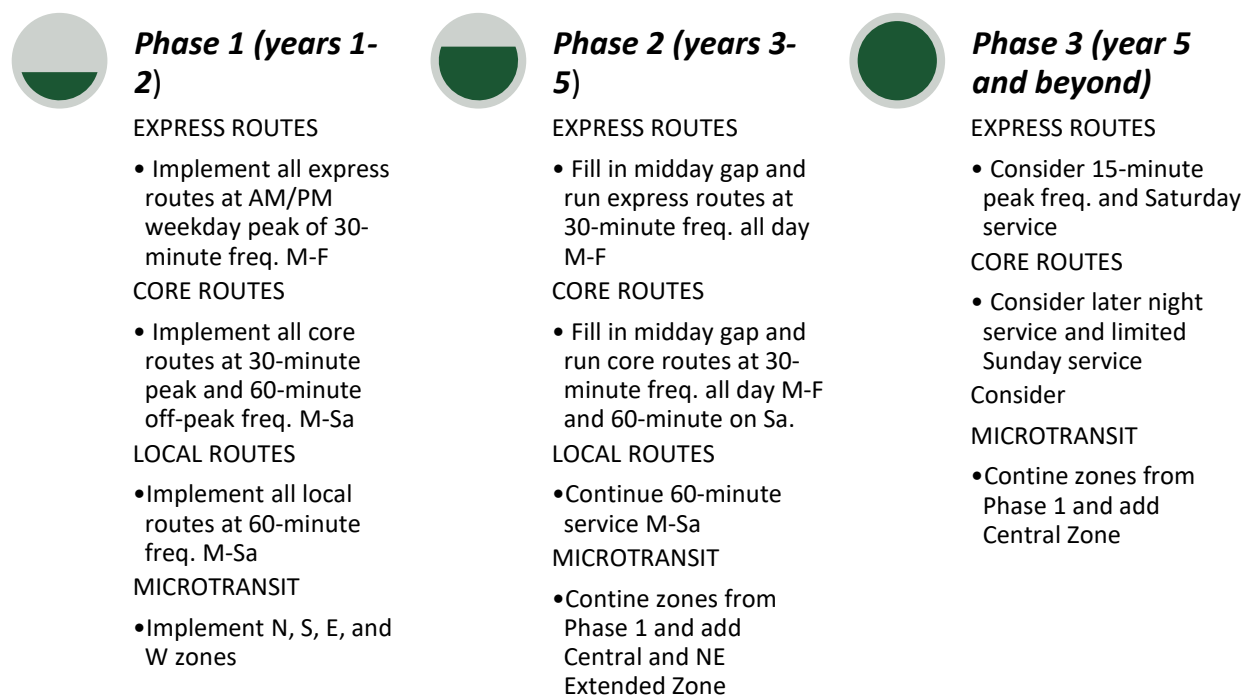


Figure 33: Five-Year Service Plan Phasing.

Supporting Recommendations

New Name, New Look

With a full system change comes the opportunity to bring new energy and excitement not just to the services provided but to the look and feel of what mobility looks like in Lubbock. It is recommended that Citibus consider establishing a new name and brand to reflect new direction and build community awareness and excitement that something new has happened to transit in Lubbock.

Marketing and Additional Outreach

At every step in the implementation process, marketing and public outreach are key to the successful launch of any new route or start of any service change. Funding should be dedicated to marketing and outreach for at least two months ahead of a new route or service change and continue for the first year of implementation. This is especially important for completely new routes that need repeated messaging to attract potential new riders and build ridership.

Public Education for Existing Riders

Specifically for existing riders, Citibus should take the outputs from this study to develop trip planning tools for existing riders to see how their trips are changing and improving.

Ongoing Monitoring and Adjustments

With significant route and microtransit changes, Citibus staff will need to continuously monitor the performance of the system and make necessary adjustments. It is recommended that Citibus inform riders and the community that the service plan is being launched and will operate for six months, after which time there may be adjustments based on operational lessons learned and performance monitoring.

Rider Tools

Citibus should continue to integrate GoPass capabilities with Spare Labs microtransit platform for seamless trip planning and fare payment. This is especially important given the new recommendations for fares and the need for trip planning between fixed route and microtransit services.

Pre-Launch Activities

In the three to six months ahead of the launch of all the changes to routes, microtransit zones, and paratransit services, Citibus will need to spend significant time readying the organization and the community by:

- Testing the system operations and making final tweaks and adjustments
- Training drivers
- Developing new printed schedules and online resources
- Offering travel training to existing riders
- Readying the required increased number of fixed route buses
- Developing a new service hotline for customer questions
- Intensive advertising and community engagement
- Possibly unveiling of new name and brand to coincide with launch of service

These launch activities will require additional, dedicated staff time which may necessitate hiring new, short-term employees to help support.

Chapter 8: Next Steps

As Citibus begins to implement the system vision of this Five-Year Service Plan, several next steps should be considered ahead of, or concurrent to implementation.

Upcoming Tasks to Operationalize Five-Year Plan

Adoption of Five-Year Service Plan

The plan should be formally adopted by the Citibus Transit Advisory Board and Lubbock City Council so that it can be an official guiding document that helps supplement and support future efforts. The approved plan should be left largely intact for the forthcoming five years, but this plan is not intended to be static or untouchable. Regular adjustments or augmentations should be expected as conditions change, or opportunities present themselves.

Operating and Capital Financial Plan

An upcoming task to be performed by the Fehr & Peers and AECOM team is the completion of detailed financial planning and forecasting to establish clear operating and capital needs associated with the new transit service plan. Our team will generate a comprehensive financial plan with detailed revenues and expenses matched to specific service initiatives of the five-year plan.

For the past several years, Covid-19 relief funding has helped support Citibus operations as funding from the City of Lubbock has decreased. Funding from the city has started to increase but is still approximately 40 to 45 percent below pre-Covid-19 funding levels in 2019. Within the financial plan, we will project the needs and build in assumptions about how city funding will rebound. We will also identify needed increases in funding to support future service improvements such as longer hours of service, more frequent fixed route service, or extended microtransit zones.

A five-year financial plan spreadsheet will be constructed to balance funding sources and uses, with the capability to incorporate different scenarios of capital projects and service level assumptions. Based on the analysis of existing and potential funding sources, our team will recommend funding and financing strategies to address the revenue needs of Citibus, under a constrained and unconstrained (growth) scenario. This will include a summary of the internal and external challenges affecting the city's ability to address its long-term operational, fleet, and infrastructure needs.

Final Timetables and Scheduling

Our team will operationalize the new service plan into schedules, timetables, driver schedules, as well as support for inputting runs using Citibus' current system for run cutting. We will include an analysis of multiple routes that could be interlined and combined for efficiency. This will include one day of onsite review to finalize the runs and driver work assignments.

Updated GTFS File

Our team will support updates to the Citibus GTFS files with all changes from the new service plan included, ahead of implementation. We will update the GTFS files, coordinated with the Trillium service that Citibus subscribes to, and be available to troubleshoot any issues.

We will also investigate the possibility of how Citibus may incorporate GTFS-RT (Real Time) into its trip planning, using existing transit technology that Citibus has in place. If current technology/subscriptions in place do not support GTFS-RT, we will make recommendations on how to implement GTFS-RT in the future.

Compliance Planning

Title VI

A Title VI impact analysis will be performed to assess the equity impacts of service changes and compare the levels of service provided to predominantly minority areas with the levels of service provided to predominantly nonminority areas. We will perform an equity analysis of service and fare changes, including a description of the public engagement process, as well as an analysis of adverse effects, disparate impacts, and disproportionate burdens. We will review Citibus' current Title VI plan and document the impact and burden, according to thresholds set by Citibus. If disparate impacts are identified, we will identify and propose alternatives. Our team will identify adequate public participation activities and early/continuous opportunities for public review and comment ahead of implementation of service changes.

Performance Measures

Our team will develop an updated set of performance measures for understanding how proposed Citibus service improvements impact community mobility, equity of service provision, seamlessness of the customer experience, modal split, convenience, access to services, and travel time. We will benchmark all suggested measures and develop a methodology for measurement and reporting.

Policies and Procedures Update

This new five-year service plan necessitates a review of and possible updates to existing Citibus policies and procedures - the Fehr & Peers project team will review and provide possible updates to the following policies and procedures:

- Drug and Alcohol Policy
- EEO and DBE Plan
- ADA Plan
- Safety and Security Plan
- Fare Policy
- Maintenance/Fleet Plan
- Driver Handbook (operational policies and procedures associated with on-street bus operations)

We will also develop a new bus stop policy for locating, spacing, connecting, and developing bus stops and associated passenger amenities.

Next Steps Timeline

The timeline for completing the next steps necessary ahead of implementation is shown below in **Figure 34**.

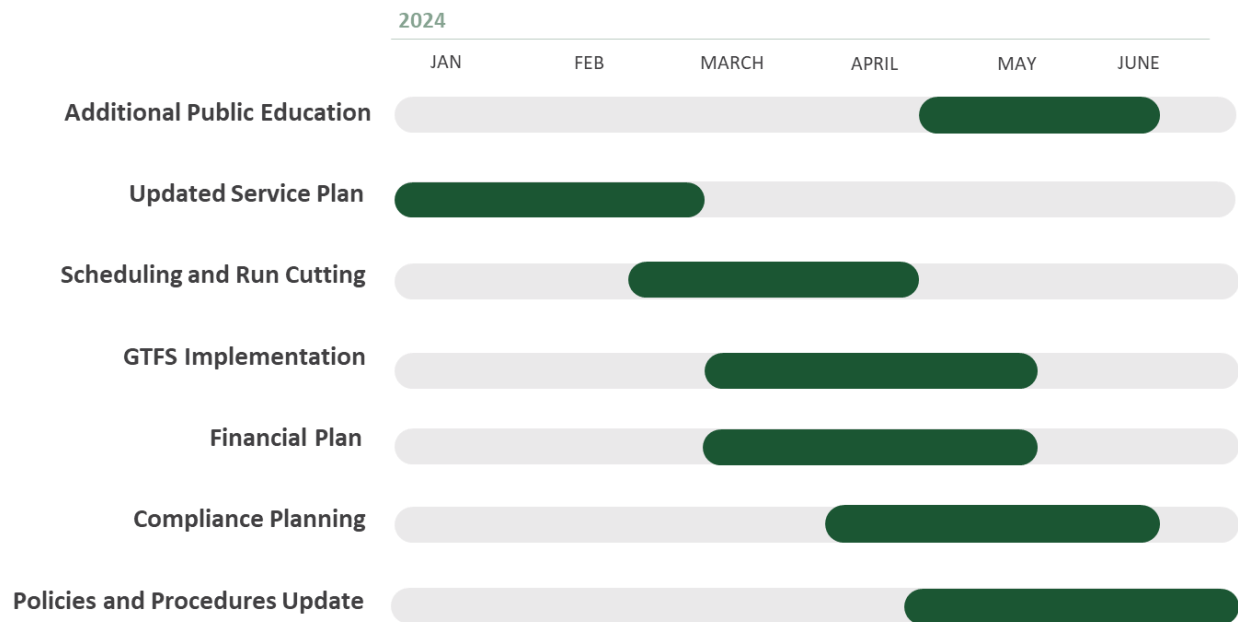


Figure 34: Timeline for Completion of Implementation Tasks.

Appendices

List of Appendices

Appendix A: Transit Advisory Board Presentations from January 2023, May 2023, and September 2023

Appendix B: StreetLight Data for Travel Pattern Analysis

Appendix C: Public Outreach and Engagement Activities and Findings

Appendix D: TTU Route System Analysis Presentation

Information

Agenda Item

Resolution - Business Development: Consider a Resolution accepting a Special Warranty Deed on behalf of the Upland Crossing Public Improvement District (PID) by Betenbough Homes, LLC, granted to the City of Lubbock, for real property located at tracts within the Upland Crossing PID, as described on the Special Warranty Deed exhibits.

Item Summary

The Upland Crossing Public Improvement District (PID) is generally bounded by 26th Street to the north, Upland Avenue to the east, 34th Street to the south, and Yuma Avenue to the west.

Creation Resolution No. 2019-R0375, approved on October 8, 2019, established the area as a PID under Chapter 372 of the Texas Local Government Code, for the purpose of financing improvements and services related to:

1. the acquisition or construction of drainage facilities or improvements;
2. the design, construction, and maintenance of parks and greenspace, fences, ponds, together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, community signage, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; landscape, hardscape, and irrigation; and,
3. the costs of establishing, administering, and operating the public improvement district.

This item transfers ownership of entry signage, a large park and drainage basin, ten sections of fence, and a pocket park, to the PID. In order for the PID to maintain the parks, they must be public property, and this item will fulfill that requirement. Maintenance of these items is included in the Upland Crossing PID Service and Assessment Plan, and upon acceptance, the PID will maintain these properties. Staff will work with the PID Advisory Board to create maintenance specifications and issue a contract through the City of Lubbock procurement process.

The Upland Crossing PID Board voted to accept these properties from Betenbough Homes, LLC during their regular board meeting on October 15, 2024.

Fiscal Impact

The cost to maintain the properties is included in the FY 2024-25 Upland Crossing PID Service and Assessment Plan, as adopted by the City Council.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Upland Crossing Public Improvement District Advisory Board

Attachments

Resolution
Special Warranty Deed

RESOLUTION

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

THAT the City Council hereby accepts, on behalf of the City of Lubbock, a Special Warranty Deed for certain areas as described in the Special Warranty Deed and depicted in Exhibits "A - F" attached hereto and incorporated herein by reference, from Betenbough Homes, LLC for certain real property located in Upland Crossing an addition to the City of Lubbock, Lubbock County, Texas, and related documents. Said Special Warranty Deed is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

RES. Special Warranty Deed – Betenbough Homes, Inc. – Upland Crossing
10.17.24

SPECIAL WARRANTY DEED

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

Date: _____, 2024

Grantor: Betenbough Homes, LLC, a Texas Limited Liability Company

Grantor's Mailing Address: 6305 82nd St. Lubbock, TX 79424

Grantee: City of Lubbock, a Texas Municipality

Grantee's Mailing Address: 1314 Avenue K. Lubbock, TX 79401

Consideration: TEN AND NO/100 DOLLARS (\$10.00) cash in hand and other good and valuable consideration paid, the receipt of which is hereby acknowledged and confessed.

Property (including any improvements):

Tract A: Main Signage (Exhibit A)

Tract A, of Upland Crossing, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed recorded in County Clerk's File Number 2067.002019045721 of the Official Public Records of Lubbock County, Texas; as shown on Exhibit A, attached hereto and incorporated by reference.

Tract B: Large Park and Drainage Basin (Exhibit B)

Tract B, Upland Crossing, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed recorded in County Clerk's File Number 2067.022020015630 of the Official Public Records of Lubbock County, Texas; as shown on Exhibit B, attached hereto and incorporated by reference.

Tracts D, E, F, G, and H: Wausau & Yuma Alley Fences (Exhibit C)

Tract D, E, F, G, and H, Upland Crossing, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed recorded in County Clerk's File Number 2067.012020020877 of the Official Public Records of Lubbock County, Texas; as shown on Exhibit C, attached hereto and incorporated by reference.

Tracts I and J: 34th Street & Winfield Ave Alley Fence (Exhibit D)

Tract I and J, Upland Crossing, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed recorded in County Clerk's File Number 2067.042021007507 of the Official Public Records of Lubbock County, Texas; as shown on Exhibit D, attached hereto and incorporated by reference.

Tracts K, L, and M: 26th Street & Upland Ave Alley Fence (Exhibit E)

Tract K, L, and M of Upland Crossing, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed recorded in County Clerk's File Number 2067.032021003474 of the Official Public Records of Lubbock County, Texas; as shown on Exhibit E, attached hereto and incorporated by reference.

Lot 646: Pocket Park on Winfield & 32nd Street (Exhibit F)

Lot 646 of Upland Crossing, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed recorded in County Clerk's File Number 2067.102021021151 of the Official Public Records of Lubbock County, Texas; as shown on Exhibit F, attached hereto and incorporated by reference.

Reservations from Conveyance:

Grantee assumes all taxes for current year; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes; restrictions, conditions, easements, and rights-of-way of record or visible on the ground, if any, to the extent they are still in full force and effect; all valid and property recorded outstanding mineral and royalty interest, reservations and recess, if any, to the extent they are still in full force and effect; and rights to parties in possession, if any.

Further, the Grantor reserves to itself all of Grantor's right, title, and interest in and to oil, gas, and other minerals, including but not limited to all mineral interests, royalty interests, overriding royalty interests, working interests, production payment interests, oil and gas leasehold interests and all other interests of every kind, nature, and character in and to all oil, gas, and other minerals located in, on, under, and that may be produced from the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance, does hereby GRANT, SELL, and COVEY to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

(Signature Page to Follow)

GRANTOR

BETENBOUGH HOMES, LLC,
a Texas Limited Liability Company



Chris Berry, Authorized Agent
Betenbough Homes, LLC

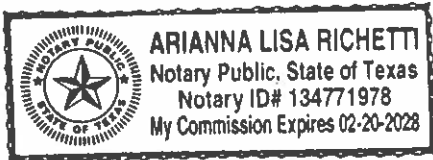
THE STATE OF TEXAS

§

COUNTY OF LUBBOCK

§

This instrument was acknowledged before me on this 30th day of October,
2024, by Chris Berry Authorized Agent of Betenbough Homes, LLC.




Notary Public, State of Texas

GRANTEE

Mark McBrayer, Mayor
City of Lubbock

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

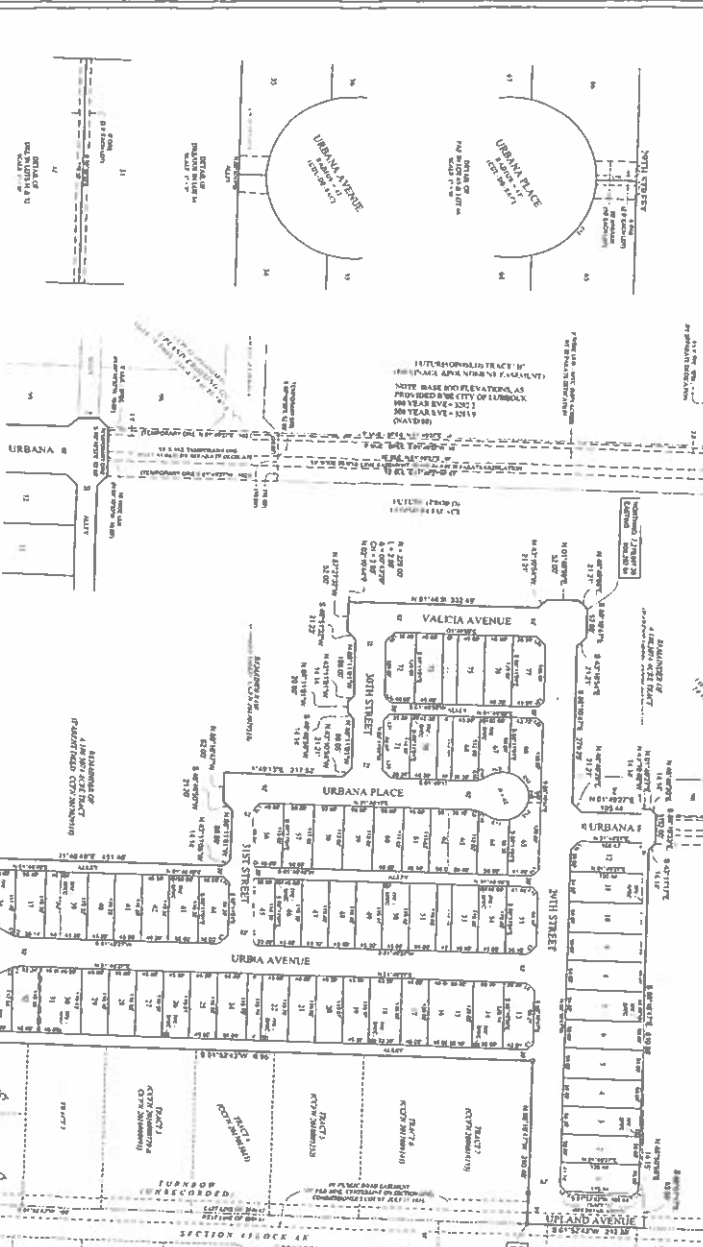
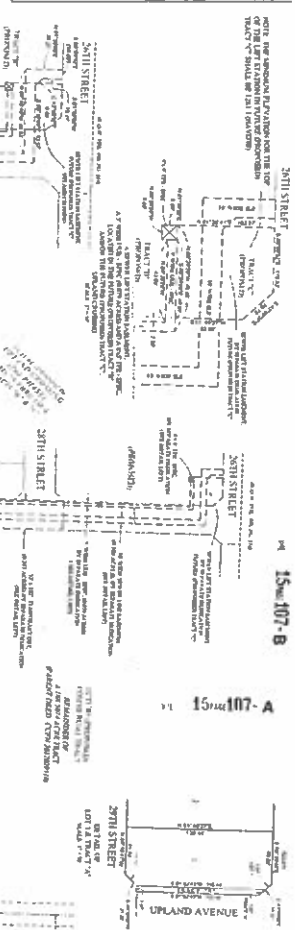
This instrument was acknowledged before me on this _____ day of _____,
2024, by Mark Mc Brayer, Mayor of the City of Lubbock.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

BETENBOUGH HOMES, LLC
6305 82nd St.
Lubbock, TX 79424

Exhibit A



Case	Age	Sex	Height (cm)	Weight (kg)	Body mass index (kg/m ²)	Waist circumference (cm)	Waist-hip ratio	Triceps skinfold thickness (mm)	Subcutaneous fat thickness (mm)	Visceral fat thickness (mm)	Visceral fat area (cm ²)	Visceral fat volume (cm ³)
1	45	M	170	75	25.9	95	0.85	12	10	15	150	150
2	48	F	160	65	25.9	85	0.85	10	8	12	120	120
3	50	M	175	80	25.9	100	0.85	15	12	18	180	180
4	52	F	165	70	25.9	90	0.85	11	9	14	140	140
5	55	M	180	90	25.9	110	0.85	18	15	22	220	220
6	58	F	170	85	25.9	105	0.85	16	13	20	200	200
7	60	M	185	100	25.9	120	0.85	20	18	25	250	250
8	62	F	175	95	25.9	115	0.85	19	16	24	240	240
9	65	M	190	110	25.9	130	0.85	22	20	28	280	280
10	68	F	180	105	25.9	125	0.85	21	19	27	270	270
11	70	M	195	120	25.9	135	0.85	24	22	30	300	300
12	72	F	185	115	25.9	130	0.85	23	21	29	290	290
13	75	M	200	130	25.9	140	0.85	26	24	32	320	320
14	78	F	190	125	25.9	135	0.85	25	23	31	310	310
15	80	M	205	140	25.9	145	0.85	28	26	34	340	340
16	82	F	195	135	25.9	140	0.85	27	25	33	330	330
17	85	M	210	150	25.9	150	0.85	30	28	36	360	360
18	88	F	200	145	25.9	145	0.85	29	27	35	350	350
19	90	M	215	160	25.9	155	0.85	32	30	38	380	380
20	92	F	205	155	25.9	150	0.85	31	29	37	370	370

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2019045721

[illegible]

[Signature]

[illegible]

any further use of force by the U.S. against Cuba. The U.S. also agreed to refrain from any action that might be construed as an attempt to overthrow the Cuban government. The U.S. also agreed to refrain from any action that might be construed as an attempt to overthrow the Cuban government. The U.S. also agreed to refrain from any action that might be construed as an attempt to overthrow the Cuban government.



**STEVENS SURVEYING
CO. LLC.**
11
6150 GERMANTOWN AVE. SUITE 200
FARMERS BRANCH, TX 75442
TEL: 972.396.1000 FAX: 972.396.1001

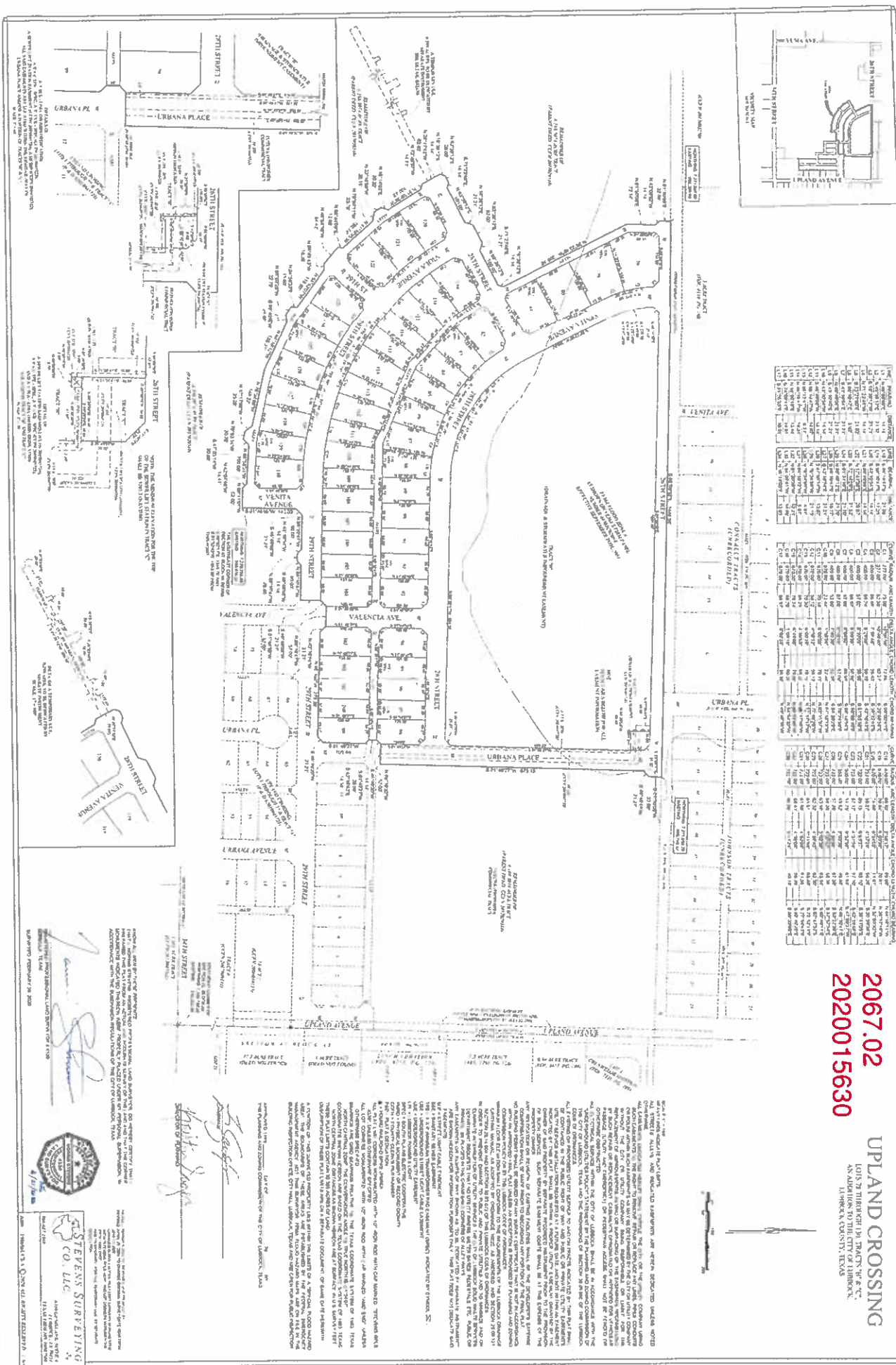
Q. How did the experts determine the

Exhibit B

[illegible]

2067.02
2020015630

UPLAND CROSSING



1

RECEIVED: 1997-03-04, LINDA BERRY, TSP & CO
RECEIVED: 14 MAR

DATE: 1997-03-04



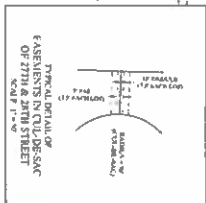
**STEVENS SURVEYING
CO. LLC**

2100 Capital Avenue, Suite 200
Ft. Worth, TX 76102
TEL: 817.338.4400 Fax: 817.338.4401

www.stevens-surveying.com

Exhibit C

Time	Measures	Grades
L1	8:00-9:00 AM	8:00 AM
L2	9:00-9:30 AM	9:30 AM
L3	9:30-10:00 AM	10:00 AM
L4	10:00-10:30 AM	10:30 AM
L5	10:30-11:00 AM	11:00 AM
L6	11:00-11:30 AM	11:30 AM
L7	11:30-12:00 PM	12:00 PM
L8	12:00-12:30 PM	12:30 PM
L9	12:30-1:00 PM	1:00 PM
L10	1:00-1:30 PM	1:30 PM
L11	1:30-2:00 PM	2:00 PM
L12	2:00-2:30 PM	2:30 PM
L13	2:30-3:00 PM	3:00 PM
L14	3:00-3:30 PM	3:30 PM
L15	3:30-4:00 PM	4:00 PM
L16	4:00-4:30 PM	4:30 PM
L17	4:30-5:00 PM	5:00 PM
L18	5:00-5:30 PM	5:30 PM
L19	5:30-6:00 PM	6:00 PM
L20	6:00-6:30 PM	6:30 PM
L21	6:30-7:00 PM	7:00 PM
L22	7:00-7:30 PM	7:30 PM
L23	7:30-8:00 PM	8:00 PM
L24	8:00-8:30 PM	8:30 PM
L25	8:30-9:00 PM	9:00 PM
L26	9:00-9:30 PM	9:30 PM
L27	9:30-10:00 PM	10:00 PM
L28	10:00-10:30 PM	10:30 PM
L29	10:30-11:00 PM	11:00 PM
L30	11:00-11:30 PM	11:30 PM
L31	11:30-12:00 AM	12:00 AM
L32	12:00-12:30 AM	12:30 AM
L33	12:30-1:00 AM	1:00 AM
L34	1:00-1:30 AM	1:30 AM
L35	1:30-2:00 AM	2:00 AM
L36	2:00-2:30 AM	2:30 AM
L37	2:30-3:00 AM	3:00 AM
L38	3:00-3:30 AM	3:30 AM
L39	3:30-4:00 AM	4:00 AM
L40	4:00-4:30 AM	4:30 AM
L41	4:30-5:00 AM	5:00 AM
L42	5:00-5:30 AM	5:30 AM
L43	5:30-6:00 AM	6:00 AM
L44	6:00-6:30 AM	6:30 AM
L45	6:30-7:00 AM	7:00 AM
L46	7:00-7:30 AM	7:30 AM
L47	7:30-8:00 AM	8:00 AM
L48	8:00-8:30 AM	8:30 AM
L49	8:30-9:00 AM	9:00 AM
L50	9:00-9:30 AM	9:30 AM
L51	9:30-10:00 AM	10:00 AM
L52	10:00-10:30 AM	10:30 AM
L53	10:30-11:00 AM	11:00 AM
L54	11:00-11:30 AM	11:30 AM
L55	11:30-12:00 PM	12:00 PM
L56	12:00-12:30 PM	12:30 PM
L57	12:30-1:00 PM	1:00 PM
L58	1:00-1:30 PM	1:30 PM
L59	1:30-2:00 PM	2:00 PM
L60	2:00-2:30 PM	2:30 PM
L61	2:30-3:00 PM	3:00 PM
L62	3:00-3:30 PM	3:30 PM
L63	3:30-4:00 PM	4:00 PM
L64	4:00-4:30 PM	4:30 PM
L65	4:30-5:00 PM	5:00 PM
L66	5:00-5:30 PM	5:30 PM
L67	5:30-6:00 PM	6:00 PM
L68	6:00-6:30 PM	6:30 PM
L69	6:30-7:00 PM	7:00 PM
L70	7:00-7:30 PM	7:30 PM
L71	7:30-8:00 PM	8:00 PM
L72	8:00-8:30 PM	8:30 PM
L73	8:30-9:00 PM	9:00 PM
L74	9:00-9:30 PM	9:30 PM
L75	9:30-10:00 PM	10:00 PM
L76	10:00-10:30 PM	10:30 PM
L77	10:30-11:00 PM	11:00 PM
L78	11:00-11:30 PM	11:30 PM
L79	11:30-12:00 AM	12:00 AM
L80	12:00-12:30 AM	12:30 AM
L81	12:30-1:00 AM	1:00 AM
L82	1:00-1:30 AM	1:30 AM
L83	1:30-2:00 AM	2:00 AM
L84	2:00-2:30 AM	2:30 AM
L85	2:30-3:00 AM	3:00 AM
L86	3:00-3:30 AM	3:30 AM
L87	3:30-4:00 AM	4:00 AM
L88	4:00-4:30 AM	4:30 AM
L89	4:30-5:00 AM	5:00 AM
L90	5:00-5:30 AM	5:30 AM
L91	5:30-6:00 AM	6:00 AM
L92	6:00-6:30 AM	6:30 AM
L93	6:30-7:00 AM	7:00 AM
L94	7:00-7:30 AM	7:30 AM
L95	7:30-8:00 AM	8:00 AM



require all agents to file reports
 that will allow ATTNB to determine if any
 agent is using ATTNB's resources in a manner
 that is not in the best interests of the
 United States and that the Government should
 take action to prevent such misuse. ATTNB
 will also be required to file reports with
 the Attorney General of the City of Los Angeles,

1


Special Agent in Charge, Los Angeles
 Division, ATTNB

2025-10-10 January 2, 2021



AMD

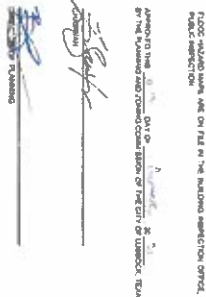
CIVIL ENGINEERING
LAND SURVEYING

also Engineering, LLC
401-304-3344
Lynchburg, VA 24504

Accuracy. Efficiency. Integrity.

1001 S. Hwy 6, Suite 100
Lynchburg, VA 24504
Phone: 404-304-3344
Fax: 404-304-3344

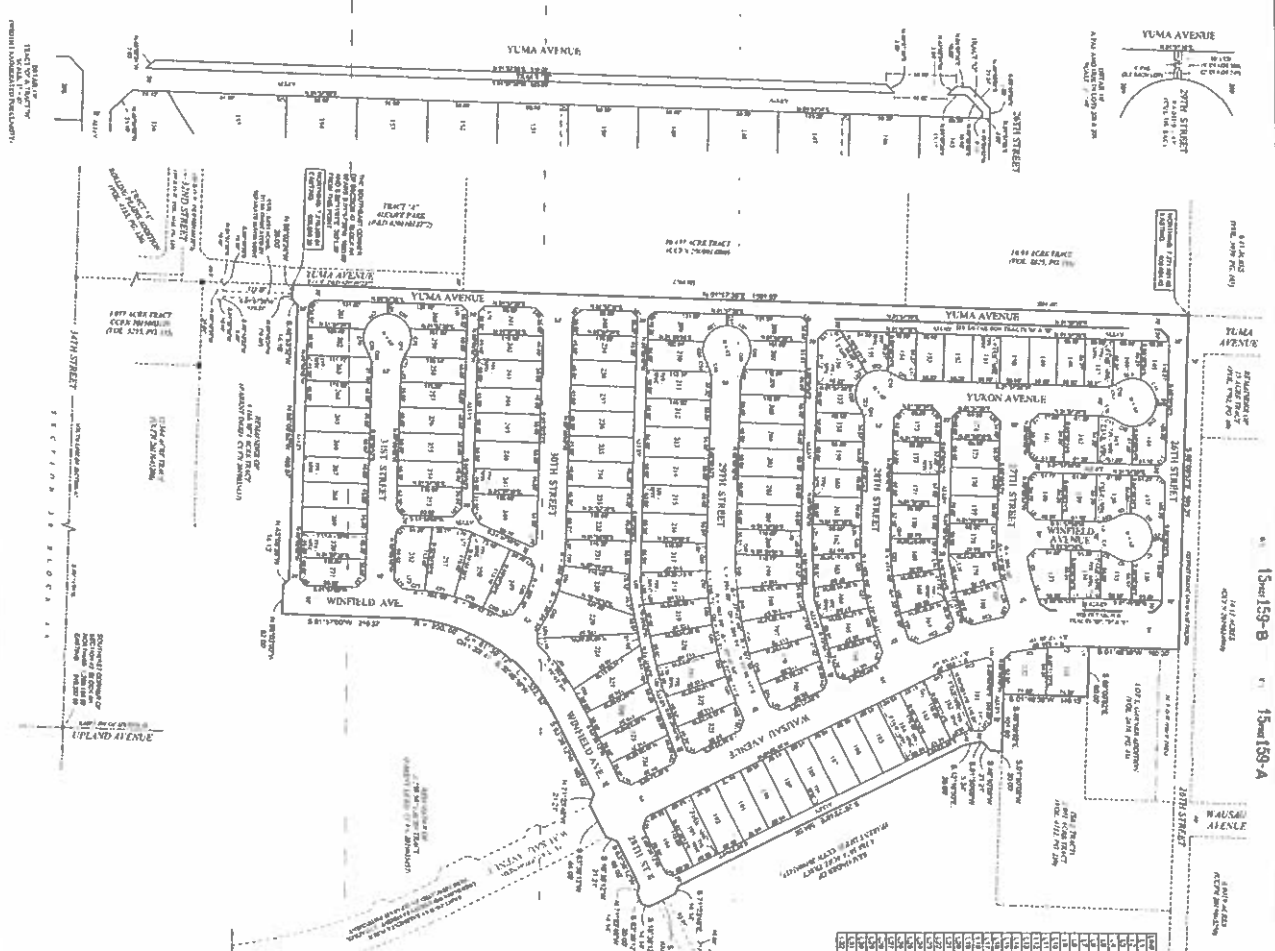
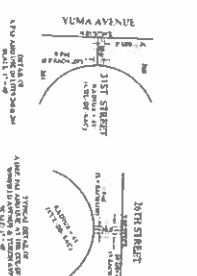
PROPERTY CHAIRMAN: STEPHEN W. HARRIS, AIA
ADDRESS: 1500 PINE STREET, LUTHERTON, MARYLAND 20630
TEL: 410-326-1100 FAX: 410-326-1101

[illegible]

2067.03
2021003474

UPLAND CROSSING
 LOTS 772 THROUGH 823
 AND TRACTS "K" THROUGH "M",
 AN ADDITION TO THE CITY OF LUBBOCK,
 LUBBOCK COUNTY, TEXAS

Exhibit D

[illegible][illegible]

2067.01
2020020877

UPLAND CROSSING

AND TRACTS "B" THROUGH "H"
AN ADDITION TO THE CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS

[illegible]

Director of Education

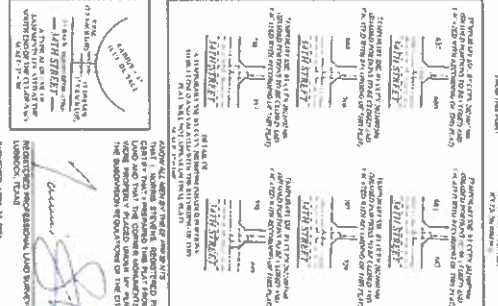


ZMD
Zachry & Associates, LLC
401 W. 10th Street, Suite 200
Dallas, TX 75201
Phone: 972.714.6000
Fax: 972.714.6001
TYPED and e-mailed by 1/27/2004

[illegible]

Exhibit E

Exhibit F

[illegible][illegible][illegible]

2067.10
2021021151



AMD

CIVIL ENGINEERING
LAND SURVEYING

AMD Engineering, Inc.
4815 Highway 200, Suite 300
Lawrence, TX 75054

Accuracy • Efficiency • Integrity

AMD is a Division of: **AMERICAN SURVEYING & MAPPING, INC.**
Serving the Surveying & Mapping Community Since 1969
Contact: 1-800-441-4411 • FAX: 1-800-441-4412

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Purchase Order 90500061, with Kraftsman Commercial Playgrounds & Waterparks, for playground replacement at Mackenzie Park, located at 301 Interstate 27.

Item Summary

In 2024, the Parks and Recreation Department received \$428,848 of additional American Rescue Plan Act (ARPA) funding for its park playgrounds project. The department manages a total of 57 playgrounds throughout the City. Staff evaluated each playground through a Playground Safety Maintenance Checklist to determine which playgrounds were in critical need of replacement. Based on the rankings, staff concluded that the playground located at Mackenzie Park South was in most need of replacement.

Staff contacted Kraftsman Commercial Playgrounds & Waterparks to provide quotes to replace the play equipment, stabilize and install site drainage systems, and install fall zone materials.

Through BuyBoard Contract 679-22, Purchase Order 90500061 for \$469,858.46, will cover the following services at Mackenzie Park:

- Site soil preparation;
- Installation of sub-surface drainage system;
- Installation of new playground equipment and pieces;
- Installation of new bonded rubber safety surfacing, and
- Shipping and handling.

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.

Demolition of existing playground structures will be completed by Parks and Recreation Staff. Preliminary schedule indicates construction beginning in February 2025, with completion and opening in March 2025.

Fiscal Impact

Purchase Order 90500061 with Kraftsman Commercial Playgrounds & Waterparks, for \$469,858.46 is funded in Capital Improvement Project 92763, ARPA Parks - Playground.

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 90500061, in accordance with BuyBoard Contract 679-22 for Mackenzie Park Playground Equipment, by and between the City of Lubbock and Kraftsman Commercial Playgrounds & Water Parks, of Spring, 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.

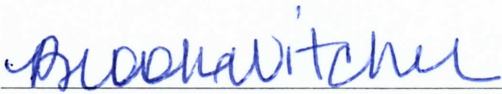
Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

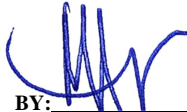


Rachael Foster, Assistant City Attorney

TO: KRAFTSMANS, LP
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK
PARKS AND RECREATION
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 10/24/2024 Freight
Requested 12/31/2024 Taken By A ESPARZA
Delivery PER S CANTU REQ. 62430 BUYBOARD CONTRACT #679-22

If you have any questions about this order, please contact Sandra Cantu at 806-775-2667 or via email at scantu@mylubbock.us.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
MacKenzie Park Playground	1.000	469,858.4600	EA	469,858.46*****	12/31/2024
BuyBoard Contract #679-22	1.000		EA*****		12/31/2024

Terms*****NET DUE ON RECEIPT*****VqvcnQtf gt 469,858.46

INSURANCE REQUIRED:

Commercial General Liability:

\$1,000,000 occurrence / \$2,000,000 aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

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

Additional Policies:

Commercial General Liability Heavy Equipment Endorsement: Heavy equipment endorsement is required.

Automobile Liability Requirements: \$1,000,000 occurrence is needed

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

*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 \$469,858.46 awarded to Kraftsman Commercial Playgrounds & Water Parks of Spring, TX, on October 24, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated October 20, 2024, from Kraftsman Commercial Playgrounds & Water Parks of Spring, TX, and BuyBoard Contract 679-22.

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



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q82626

Date: 10/20/2024

Project: 31567

Created By: Jeff Goodman

Quote Name: Playground O4

Page 1 of 6

BILL TO

Lubbock, City of
Kalee Robinson
MacKenzie Park Playground
Accounts Payable
PO Box 2000
Lubbock, TX 79457

☎ 806-775-2672

Terms:

Percentage Completed Draws

SHIP TO

Lubbock, City of
Riley Price
MacKenzie Park Playground
601 E Municipal Dr
Lubbock, TX 79403

QTY	Code	Description	Size	Weight	Color
Drawing KPS-31567-4, Date 10-08-24					
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22			
Playground					
1	PS3-71392-1	Steel Playground for ages 5 to 12 with integrated shade by Superior Playgrounds			
1	KP3-31567	Steel Playground for ages 2 to 12 with integrated shade by Superior Playgrounds (292214)			
1	SND-SM-KP	Small Climbing Boulder, by Superior Playgrounds	3'		sandstone
1	PLD0010SM-KP	The Orbit Merry Go Round, Inclusive for ages 2 to 12, surface mount, by Superior Playgrounds			stainless steel, yellow seat
1	TFR19772XX	2-12 Playground Safety Sign by Superior Playgrounds	23.5" x15.5"		
Swings					
1	TFR3503XX	Arched swing frame 3.5", 3 bays, swing seats and chains sold separately, by Superior Playgrounds			
1	KBUCKETSWING	Single Full Bucket Swing Seat, High Back, with chain and connection hardware			
1	TFR0662XX	See Me Swing for ages 24-47 months by Superior Playgrounds			
1	BSIS25-G5	Inclusive Swing Seat Set for ages 2 to 5 years for 5" top bar, includes galvanized chain by Superior Playgrounds			
1	BSIS512-G5	Inclusive Swing Seat Set for ages 5 to 12 years for 5" top bar, includes galvanized chain by Superior Playgrounds			
1	90015108XX	Belt swing seats, molded belt seats with galvanized triangle hardware and high carbon steel spring inserts. Includes galvanized chain and hardware for 8 ft swing frame (sold as a set of two), by Superior Playgrounds	8' beam		red, yellow, green, blue, black or tan
Surfacing					
155	EXCAVATION	Excavate and stockpile dirt on site. By: Kraftsman	6098		
50	PERFDRAIN	4" perforated drain line w/sock and pea gravel. ** materials only does not include trenching, back fill, or installation. **	LF		
4	FABRIC	Polyspun Soil Separator.		40	
6098	BASE-4	Compacted Stabilized base, installed at a 4" depth. By: Kraftsman	6098 SF		
6098	PIP	Furnish and Install IPEMA Certified Poured in Place Safety Surfacing, 4" depth for 8' critical fall height, 100% Color TPV Includes: - Aliphatic binder - Tot Turf Advantage wear course layer at slide ends and under swings to protect from wear and tear. - 5 Year Warranty - longer life expectancy with proper maintenance. * <i>Budget Proposal for Maintenance Roll Coat to be applied 18-24 months from date of installation, to be revised at time of Roll Coat Install - \$?X.XX? per SF</i> - Borders/Sub Base/Site Prep/Drainage - Not Included unless listed separately - Based on good job access, no design, regular wages, trash removal from site			

Initials _____



Kraftsman
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q82626

Date: 10/20/2024

Project: 31567

Created By: Jeff Goodman

Quote Name: Playground O4

Site Amenities/Accessible Routes

1850	CONC5RB	Concrete Pad, 5" thick concrete sidewalk with, rebar reinforced, broom finish,		
492	CONC5RB	Concrete Sidewalk, 5" thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.		
4	B6WBRCM	Regal 6 ft Bench with Back, Surface Mount	6'	
1	T6RCHDCP	Regal 6 ft Rectangular ADA Table, portable/surface mount	6'	
1	T6RC	Regal 6 ft Rectangular Table, portable/surface mount	6'	
2	TR 32	32 Gallon Trash Receptacle, 3/4" #9 Expanded Metal	32 gallon	
2	LINER 32	Heavy Duty Plastic Liner for 32 gallon trash receptacle		black
2	DOME32	Plastic Dome Top for 32 Gallon Trash Receptacles		black
2	TR-ING	In Ground Mount for TR		

Misc Documents Etc.

1	PERMIT 1	Obtain Necessary Building Permit for Playground and or Canopy installation. BUILDING PERMIT FEE TO BE PAID BY CUSTOMER OR CHANGE ORDER TO KRAFTSMAN.		
1	BOND1	Performance & Payment Surety Bond, and processing of the bond documentation.		
1				
1				

Total: \$469,858.46

Initials _____



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QUOTE #Q82626

Date: 10/20/2024

Project: 31567

Created By: Jeff Goodman

Quote Name: Playground O4

Page 3 of 6

Special Terms and Conditions

Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

Bonding Included:

Performance and Payment bonds are included in this quote and will be provided after a signed quote or contract is returned to Kraftsman. Maintenance Bonds are not included.

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation:

Installation quoted includes: Receiving and unloading of equipment, excavation of required footings, assembly of structure, concrete for footings, and all equipment necessary for installation.

Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 3 to 6 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

Initials _____



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QUOTE #Q82626

Date: 10/20/2024

Project: 31567

Created By: Jeff Goodman

Quote Name: Playground O4

Page 4 of 6

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives.

Items not included:

These items are not included (unless separately listed in line-items of proposal):

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Removal of existing fall surface materials.
- Removal of existing equipment.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Anything not specifically listed in line items of proposal.

Installation of Playground:

Installation quoted includes:

- A. Receiving and unloading of equipment
- B. Excavation of required footings
- C. Assembly of structure
- D. Concrete for footings
- E. All labor, tools, machinery, and equipment as necessary for installation.

Surfacing:

Yearly Roll Coat Maintenance of Poured in Place is recommended every 18 months and is required to remain compliant with warranty.

Lead Times Playgrounds:

Lead Times are after approval of all Initial submittals/colors (see Project Completion Note for additional information on submittal times), and begin once the order is placed with the manufacturer.

Greenfields Outdoor Fitness - lead time for items to ship is 6-8 weeks

Superior Playground - lead time for items to ship is 10-12 weeks for steel playgrounds.

Superior Site Amenities - lead time for items to ship is 5-7 weeks for standard items.

NotePricing - Rubber Surfacing

Due to the current volatility of the surfacing raw materials market, shipping & labor –

Pricing good for 30 days. Expired proposals may be subject to a price increase of up to 3%

*Please contact your sales rep for current pricing of all expired proposals

Sub Surface Conditions:

The owner shall absorb all costs incurred from unknown conditions such as rock removal, poor digging conditions or poor soil bearing capacity, less than 3000 PSF or a water table higher than 10 ft below finished grade. If material is so large or so large or cumbersome that it cannot be removed with a mini excavator, then that part of excavation that requires other methods of removal or remediation such as, but not limited to, shoring, pneumatic jack hammer, backhoe, hydraulic rock breaker, or dynamite, will be billed on a time and material basis.

Initials _____



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QUOTE #Q82626

Date: 10/20/2024

Project: 31567

Created By: Jeff Goodman

Quote Name: Playground O4

Page 5 of 6

Storage Fees:

Please review lead times for production and shipping, If for whatever reason customer or customer's site is not ready for installation of product within 4 weeks of arrival from manufacturer at Kraftsman warehouse, a storage fee equal to 2% of the product will be incurred monthly to be paid at time of installation.

Concealed Conditions:

If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, or obstruct performance by Contractor of the work herein prescribed, or burden the scope of work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the scope of work and contract price as herein above defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

Extra Work & Deviations from Original Contract Work:

Should Owner, construction lender if any, or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the work as herein above specified, the costs of such deletion(s), modification(s), or addition (s) shall be added to or deducted from the contract price, as herein above defined, as the circumstances dictate. Any and all deletions from, modifications of, or additions to the scope of work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in a writing signed by Owner and Contractor prior to any obligation in kind or character on the part of the Contractor to recognize, honor, or adhere to such changes.

Initials _____



Kraftsman

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19535 Haude Road
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QUOTE #Q82626

Date: 10/20/2024

Project: 31567

Created By: Jeff Goodman

Quote Name: Playground O4

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General Terms and Conditions

Bill To:

Lubbock, City of

Ship To:

Lubbock, City of

Terms:

Percentage Completed Draws

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted

Jeff Goodman

Date October 20, 2024

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!



Vendor Contract Information Summary

Vendor	Kraftsman Commercial Playgrounds and Water Parks
Contact	Tonia Bennett
Phone	281-353-9599
Email	buyboard@kraftsmanplay.com
Vendor Website	www.kraftsmanplay.com
TIN	26-0435158
Address Line 1	19535 Haude Road
Vendor City	Spring
Vendor Zip	77388
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Percent completed draws a
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid & Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Louisiana, Oklahoma, Texas
Contract Name	Parks and Recreation Equipment, Products, and Installation
Contract No.	679-22
Effective	10/01/2022
Expiration	09/30/2025
Accepts RFQs	Yes
Quote Reference Number	679-22
Return Policy	Must be authorized in writing. All returns are subject to a restocking fee of 25% plus freight charges.

City of Lubbock, TX
Capital Project
Project Cost Detail
November 5, 2024

Capital Project Number:	<u>92763</u>
Capital Project Name:	<u>Park Playgrounds/Amenities - ARPA</u>

<i>Encumbered/Expended</i>	<u>Budget</u>
We Build Fun, Inc.	\$ 1,000,364
Site Amenities and Concrete	54,562

<i>Agenda Item November 5, 2024</i>	
Kraftman Commerical Playgrounds	
Mackenzie Park South	469,858

<i>Encumbered/Expended To Date</i>	<u>1,524,784</u>
---	-------------------------

<i>Estimated Costs for Remaining Appropriation</i>	
Engineering and Design	<u>4,064</u>
<i>Remaining Appropriation</i>	<u>4,064</u>

Total Appropriation	<u><u>\$ 1,528,848</u></u>
----------------------------	-----------------------------------



CIP 92763 ARPA Parks - Playgrounds

Upgrade/Major Maintenance

Project Manager: Kalee Robinson - Park Development

Project Scope

Design and install new playground area including surfacing and equipment. The contractor will install a new bonded rubber safety surface which complies with ASTM F1292 and ADA accessibility requirements delineated on ASTM F1951. The concrete curb will remain in place and does not require any modifications done by the contractor. Alterations to the concrete barrier deemed necessary during the installation process must be discussed with the client and approved before initiation. Contractor will evaluate drainage conditions and make modifications as needed to prevent future drainage issues. Playground equipment can be a combination of balance beams, climbing and upper body equipment, log rolls, merry-go-rounds, seesaws, slides, spring rockers, or composite structures containing more than one type of play styles. A single-axis belt swing set structure must be part of the design; an optional full bucket swing set may be added. The playground must contain elements appropriate for ages 2 to 4-years old and 5 to 12-years old, with adequate separation between equipment for different age groups to allow safe play and visibility of both sections.

Project Justification

Complete replacement, to include surfacing and equipment, of six (6) playgrounds located in the City of Lubbock. The playgrounds are located in Cooke Park, Crow Park, Davis Park, Higinbotham Park, Mahon Park and Mackenzie South Park.

Project Highlights

Council Priorities Addressed:

This project addresses Council Priorities: Public Safety, Public Health and Community Improvement as it will provide funds to replace some of the City's worst-graded playgrounds. A new playground will improve any park overall, but will also provide the surrounding communities (particularly children) the opportunity to play/recreate on the newest, most up-to-date, and most importantly, safest, equipment available.

Project History

- FY 2021-22 \$1,100,000 was appropriated by Budget Amendment No. 24, Ord. 2022-00071
- FY 2023-24 \$428,848 increase appropriation by BCR 2024-6

Project Dates

Start Date: May 10, 2022
Bid Date: No bid required. Utilizing BuyBoard.
Bid Award Date: No bid required. Utilizing BuyBoard.
Project Start Date: Oct 17, 2022
Projected Project End Date: TBD

Project Location

Cooke Park, Crow Park, Davis Park, Higinbotham Park, Mahon Park and Mackenzie South Park

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$1,528,848	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,528,848	\$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	\$1,528,848	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,528,848	\$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 - Information Technology: Consider a resolution authorizing the Mayor to execute Contract 18420, with Denovo Ventures, LLC, for a Professional Services Agreement for JD Edwards Application Lifecycle Management Services and Support.

Item Summary

The agreement is for Management Services and Support for Customer Support Services, Maintenance Services, Application Lifecycle Management Services, including Application Updates, Application Upgrades, Application Testing Support and Server Support.

Contract 18420 with Denovo Ventures, LLC, is for a Master Services Agreement for Application Lifecycle Management (ALM) Services and Support, for a 2-year term in the amount of \$118,960.00. The one-time provisioning fee of \$7,600 will be payable upon execution of the service order. The monthly service fee will be \$4,640 per month for a 24-month term, beginning on November 1, 2024, with the option to renew for one additional term.

Fiscal Impact

Contract 18420 with Denovo Ventures, LLC, for an annual cost of \$118,960, is an expanded level purchase which is budgeted in the FY 2024-25 Information Technology Operating Budget, and the cost of the second year of the term will be requested in the FY 2025-26 Information Technology Operating Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution - Denovo Ventures
Agreement - Denovo Ventures

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 Professional Services Agreement, Contract No. 18420, by and between the City of Lubbock and Denovo Ventures, LLC for JD Edwards Application Lifecycle Management Services, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:


Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Agrmt-Denovo Ventures, LLC
October 22, 2024

Attachment 001 dated October, 01 2024, is attached to and made a part of the Service Order 001 Service Description dated as of October 01, 2024, by and between Denovo Ventures, LLC ("Denovo"), And City of Lubbock Texas ("Customer" or "Client").

1. Applications and Usage

The table below describes the Applications which will be supported by Denovo under this Service Description:

Applications / Platforms	Usage
Application Managed Services	JD Edwards EnterpriseOne for up to one hundred (100) named users of the following modules: Financials, Distribution, HCM, & Capital Asset Management.

2. Service Entitlements, Limitations, and Options

In the table that follows:

Column 1 lists the Service Components and Options.

Column 2 Indicates whether the Service Component are included or excluded in the Services.

Column 3 lists the Service Units entitled or included in the Services.

Column 4 lists the additional monthly Service Fees that apply if more than the number of Service Units listed in Column 3 are provided at any time during the month.

Column 1	Column 2	Column 3	Column 4
Service Components and Options	Included / Excluded	Entitled Service Units	\$ Per Additional Service Units
Cloud Services	Not Included	N/A	N/A
Operations Support	Provided under a separate agreement	N/A	N/A
Database Support Services	Provided under a separate agreement	N/A	N/A
Customer Support Services	Included	One (1) Critical Process Period Per Calendar Quarter	\$475.00 / Additional Critical Process Period Days / Calendar Quarter
Data Storage and Protection	Not Included	N/A	N/A
Security Services	Not Included	N/A	N/A
Change Enablement Services	Provided under a separate agreement	N/A	N/A
Maintenance Services	Included	To be agreed to by the Parties	N/A

Column 1	Column 2	Column 3	Column 4
Service Components and Options	Included / Excluded	Entitled Service Units	\$ Per Additional Service Units
		during the Onboarding Services ("Maintenance Services Period")	
Functional Support Services	Not Included	N/A	N/A
Application Lifecycle Management (ALM) Services. <ul style="list-style-type: none"> Includes Development Retrofits Includes Application Testing Support 	Included	Unlimited	N/A
Disaster Recovery – Application Managed Services:	Not Included	N/A	N/A
Disaster Recovery – Platform Managed Services:	Not Included		N/A
Application Environments: For JD Edwards Applications	Not Included	N/A	N/A
Enhancement Services	Not Included	N/A	N/A
Service Management	Included	N/A	N/A
End User Services	Not Included	N/A	N/A
Network Managed Services	Not Included	N/A	N/A
Service Desk Services	Included	N/A	N/A
Onboarding Services	Included	As Set Forth on Exhibit C –	N/A
Telecommunications - Customer Provided Connectivity	Not Included	N/A	N/A
Telecommunications - Internet Bandwidth	Not Included	N/A	N/A
Applications Availability Target	Provided under a separate agreement	N/A	N/A

3. Access Methods

The Applications may be accessible through the (check as applicable):

- ☒ client interfaces as supported by the Applications.
☒ web browser interfaces as supported by the Applications.
☒ mobile applications as supported by the Applications.
☒ application programming interfaces (APIs) supported by the Applications.
☒ database access including ODBC or JDBC read access.
☐ other user interfaces supported by Denovo (specify): None.

4. Obligations of Customer:

Customer will acquire and provide the following items for use in connection with the Services:

All Applications, and vendor-provided maintenance for all Applications, except: None.
 Other software and data: None.
 Other software maintenance: None.
 Hardware and other facilities: None.
 Services and personnel: None.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date set forth above.

CITY OF LUBBOCK TEXAS

 Signature
 Mark McBrayer

 Name (Type / Print)
 Mayor

 Title

 Date

DENOVO VENTURES, LLC.

 Signature
 Don Landrum

 Name (Type / Print)
 Executive Vice President

 Title
 10/17/24

 Date

ATTEST:

 Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

 James C. Brown, Chief Information Officer

APPROVED AS TO FORM

 Milton C. Brown, First Assistant City Attorney

SERVICE ORDER 001
Cloud Managed Application Services

Customer:	The City of Lubbock Texas	Contact:	Jarrett Steiwig
Address:	1314 Avenue K	Phone Number:	(806) 775-2362
City, State, Zip:	Lubbock, TX 79401	Email Address:	jsteiwug@mylubbock.us
MSA Referenced:	October 27, 2009	Initial Term:	Twenty-Four (24) Months
Effective Date:	October 01, 2024	Successive Term:	One (1) Years

This Service Order ("SO") is by and between Denovo Ventures, LLC. ("Denovo") and City of Lubbock Texas ("Customer" or "Client") (each a "Party" and collectively the "Parties") and is subject to the terms and conditions of the Master Services Agreement ("MSA") referenced above that has been executed by the Parties.

The Initial Term will begin on the Effective Date and will renew automatically, for Successive Term(s), unless a Party provides written notice of non-renewal at least sixty (60) days before the end of the then current Term. Such notice of non-renewal will become effective on the date the then current Term expires.

1. Service Entitlements

- a. The Customer Applications and Service Descriptions are defined in Exhibit A. Specific Customer service selections and service units are set forth in the Attachments to Exhibit A. For the avoidance of doubt, if not expressly set forth in the Attachments to this Service Order as being provided by Denovo, Denovo is not obligated to provide such Services.
- b. Denovo's Standard Operating Processes, Service Level Agreements, Service Level Credits, and Other Terms are defined in Exhibit B.
- c. Denovo's Implementation and Onboarding Plan is provided in Exhibit C.

2. Service Fees and Pricing

- a. The one-time Provisioning Fee of seven thousand six hundred dollars (\$7,600) is payable upon execution of this SO as consideration for Denovo providing the service resources for the initial code current upgrade.
- b. The minimum monthly Service Fee is four thousand six hundred forty dollars (\$4,640), payable yearly in advance for each year within the Initial Term and any Successive Term, beginning October 01, 2024 and includes charges for the entitlements set forth herein. Any additional monthly Service Fees specified apply, respectively, on a monthly basis, to any usage for that month above those included entitlements.
- c. A one-time "Security Deposit" equal to the minimum monthly Service Fee is waived.
- d. Customer will: (i) reimburse Denovo for all shipping, printing, copying, and other incidental services reasonably incurred by Denovo in providing the Services requested by Customer at cost; and (ii) pay Denovo, at agreed rates, for other additional expenses and services, including, but not limited to, travel (which shall be reimbursed based on Denovo's Travel Policy), hourly additional support or consulting services, remedy of Customer procedural use errors, additional telecommunications carrier charges provided by Denovo, all as may be agreed in advance by the Customer and Denovo ("Other Charges") and in accordance with the MSA. Other Charges shall be payable monthly, in arrears.
- e. All Application Service Fee prices shall increase annually as of each anniversary of the Effective Date by the percentage increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics

of the U. S. Department of Labor for U.S., for All Items with Base Years 1982-84=100 (the "CPI-U Index") over each such annual period. Those annual increases will be measured from the month for which the most recent index results are published at the time of adjustment.

IN WITNESS WHEREOF, Denovo and Customer have executed this SO as of the date set forth above.


CITY OF LUBBOCK TEXAS	DENOVO VENTURES, LLC
By:	By: 
Name: Mark McBrayer	Name: Don LANDRUM
Title: Mayor	Title: EXECUTIVE VICE President
Date:	Date: 10/17/24

Exhibit A
Service Description

1. Service Description

Denovo will provide Customer with the Services as set forth in this SO. The Services are solely for use in accordance with the MSA by those persons identified by Customer who are authorized to use the Services ("Named Users"), in return for the consideration specified. Applicable limitations to the selected Services entitlements are set forth in the Attachments to this Service Description. For the avoidance of doubt, if not expressly set forth in the Service Entitlements or the Attachments to this Service Description as being provided, Denovo is not obligated to provide such Services.

1.1 Cloud Services.

- i. Denovo will provide remote access to compute services, system software, communications, network services, and data storage such that Customer may perform their business operations using service resources described in this Service Description (the "Application" or the "Applications"). Except as otherwise indicated on those Attachments, Customer is responsible for licensing the Applications and supplying them to Denovo to be used in the provision of the Services.
- ii. Denovo will select, provide, provision, and operate the computing hardware, system software, data storage, and other resources needed to make the Applications available to Customer at facilities selected and provisioned by Denovo (the "Cloud Service Resources"). Applicable limitations to the Cloud Services entitlements are set forth in the Attachments to this Service Description. Usage in excess of such entitlements will be provided at those fees for the applicable Cloud Service Resources which shall be specified in the Attachments to this Service Description.
- iii. Denovo will be responsible for procuring and administering maintenance for the Cloud Service Resources. Changes made to products or release levels used in the Cloud Services will be completed in accordance with Denovo Change Enablement Services (defined herein).

1.2 Operations Services.

- i. Denovo will operate the Cloud Service Resources at all times and on all days. The Applications supported by those Cloud Services Resources will be scheduled to be available to Customer at all times, except for when system maintenance may be conducted within the Maintenance Services Period (defined below). Customer's ability to access the Applications will be monitored continuously, with the exception of any "Maintenance Time".
- ii. Denovo will perform Operations Services at all times and on all days. Operations Services consist of: (i) remedial and preventative maintenance of the Cloud Service Resources designed to minimize the occurrence and duration of any service degradation or interruption; (ii) responding to alerts generated by monitoring and surveillance, (iii) responding to service desk cases submitted by any Named User regarding problems with the Cloud Services Resources or problems completing tasks which previously completed successfully, and (iv) responding to Customer service requests.
- iii. As part of its Operations Services, Denovo will review and manage the Applications at all times, on all days to maintain the configuration, integration, availability, performance, and stability of the Applications. Denovo shall provide incident resolution for performance problems, operations issues, and errors. These Services may also include (i) incident management, (ii) maintenance activities, (iii) monitoring, (iv) performance management, (v) code refreshes and data copies, and (vi) operations reporting.

- iv. Denovo Operations Services includes the implementation of vendor-provided modifications and remedial "Patches" to address reported or discovered functionality problems. Denovo implements Patches in accordance with its Change Enablement Services in a commercially reasonable timeframe following its receipt of those Patches. Customer is responsible for separately procuring vendor-provided maintenance of the Customer provided Applications under terms permitting Denovo to request, receive, and administer that maintenance on Customer's behalf.
- v. When authorized and enabled by Customer, and with Customer's assistance as may reasonably be required, Denovo will escalate Application software issues to the software provider and will manage those issues through resolution.

1.3 Database Support Services.

- i. Denovo will install, configure, manage, and monitor relational databases, including those database administration tasks required to ensure the database fully meets the requirements of the Operations Services. Denovo will manage the physical database schema, structure, data definition, and database objects.
- ii. Denovo will be responsible for administering maintenance as required to support the Database Operations Services. Changes made to products or release levels used in the Database Operations Services such as applying database patches, creating new instances, and stopping and starting database services will be completed in accordance with Denovo Change Enablement Services (defined herein).

1.4 Customer Support Services.

- i. Customer will designate at least one (1) Service Coordinator. The Service Coordinator will designate those Customer personnel who are to be Authorized Contacts for the Customer Support Services. The Service Coordinator will promptly update designations for changes in the Authorized Contacts or to the extent of their access. Denovo will complete the following actions promptly, when properly requested by the Service Coordinator: (i) additions, deletions, or changes to Customer's list of "Authorized Contacts" (as defined above) and (ii) declarations of "Critical Processing Periods" (as defined below).
- ii. Denovo will provide a Service Desk service staffed at all times and on all days. Denovo will receive and address all incident reports, service requests, and other administrative matters submitted to the Service Desk through accordance with the Service Level Targets.

1.5 Data Storage and Protection Services.

- i. As set forth in this Service Description and its attachments Denovo will make available to Client appropriate data storage on which to store and maintain Applications data for use with the Applications.
- ii. Denovo will create and manage backup copies of Applications data and software used in the Services in accordance with Denovo data backup and protection procedures associated with each Client workload. Data Storage and Protection Services include the offsite storage of backup copies of Applications data.
- iii. Backup and data protection processes shall be conducted as to not impact the performance or processing of the Applications, or at a time mutually agreed upon by the Parties. Any applicable limitations to the Service Resources entitlements are set forth in the Attachments to this Service Description.

1.6 Security Services.

- i. As set forth in this Service Description and its attachments Denovo will provide managed information security services. Denovo will provide the security tools, personnel, practices and policies to manage security.
 - a. Provide security services focused on prevention, mitigation, and recovery.
 - b. Manage perimeter / network security, firewall systems, and network intrusion detection systems.
 - c. Provide and manage vulnerability scanning of server instances and critical perimeter infrastructure including firewalls, routers, proxy and load balancers per Denovo standard operating procedures.
 - d. Provide host-based intrusion prevention and detection for Internet facing server instances.
 - e. Provide and manage system anti-virus and malicious code prevention for all Microsoft Windows server instances.
 - f. Provide and manage host-based intrusion prevention and intrusion detection for all Linux / Unix server instances.
 - g. Provide and manage internal vulnerability scanning of server instances per Denovo standard operating procedures. Vulnerability scanning is performed continuously, consistent with the capabilities of the chosen service.
 - h. Provide security monitoring and continuous improvement using security related logs from firewalls, routers, intrusion detection, logs, and events.

1.7 Change Enablement Services.

- i. Denovo will follow its defined Change Enablement Process in completing changes to the Services. This may include changes to products or release levels used in the Services. This may also include installing and implementing Application Patches ("Change Management Services").
- ii. The Change Enablement Process will include, at a minimum: (i) advance notification to the Service Coordinator of the change to be conducted, its work steps and expected timetable; (ii) preparation of a written change management plan which identifies the specific change, the Services components affected by the change, Denovo and Customer testing steps, a risk assessment, a recovery or back-out plan to include risk mitigation measures, (iii) submission of the change management plan to the Denovo Change Approval Board for approval prior to implementation; (iv) testing of changes in non-production environments or, if not practical, during time periods as approved by Customer; (v) coordination of the implementation of the change with the Service Coordinator; (vi) verification of the successful completion of the change with the Service Coordinator; and (vii) posting the results of the change to Denovo service management systems.

1.8 Maintenance Services.

- i. Denovo will use its commercially reasonable and diligent efforts to perform maintenance on the Applications during the hours and days agreed to by Customer and set forth in this Service Description and its Attachments (the "Maintenance Services Period"). Denovo will notify Customer in accordance with its Change Enablement Services and then perform the specified maintenance on the Applications ("Maintenance Time").
- ii. Denovo will provide advance notice of its planned activities during the Maintenance Services Period through its customer support procedures. Customer will be notified of the complete of the Maintenance Services by Denovo after those Applications used by the Customer have successfully completed validation and testing.

1.9 Functional Support Services

- i. Functional Support Services consist of responding to Customer issues and questions regarding the functioning and use of the Applications and Cloud Services as submitted by Customer's "Authorized Contacts". The Service does not include the development or implementation of new functionality, new business locations, new business units, or new reports, programs, or objects.
- ii. Denovo will provide the Functional Support Services through its Service Center ("SC") from 6:00 AM to 6:00 PM, Mountain Standard Time, Monday through Friday (the "Functional Support Hours"). The Service Coordinator (defined below) will provide Denovo with the names of up to five (5) Customer employees who have a substantial level of functional and procedural knowledge regarding Customer's use of the Applications. Functional Support Services are not provided on Denovo's holidays (which will not number more than ten (10) per calendar year).
- iii. Denovo will complete the following actions promptly, when properly requested by the Service Coordinator: (i) additions, deletions, or changes to Customer's list of "Authorized Contacts" (as defined above) and (ii) declarations of "Critical Processing Periods" (as defined below).
- iv. Critical Processing Periods. When notified by Client of occasions where Client is engaged in using the Services for critical business processes involving special efforts by Client including, but not limited to, such matters as acquisition activities, special payroll periods, fiscal year closes ("Critical Processing Periods"), Denovo will: (i) notify its operations and support personnel of those special efforts; (ii) avoid maintenance and downtime during that Critical Processing Period; and (iii) accelerate the response to incidents and service requests arising during that Critical Processing Period. The efforts of Denovo are subject to the availability of resources and Denovo's need to staff appropriately for its business generally. Client will promptly notify Denovo once the need for a Critical Processing Period is identified. Denovo reasonably expects Client to provide five (5) business days' notice in advance of a Critical Processing Period and expects that a Critical Processing Period shall not be more than forty-eight (48) hours in duration. Client will identify Critical Processing Periods only for events outside of typical, day-to-day performance of Client's work. Client is entitled to four (4) Critical Processing Periods per year.

1.10 Lifecycle Management Services.

- i. Application Lifecycle Management Services consist of applying Technical Upgrades and Application Upgrades including database and operating system updates as required for the Applications. The request for such Services will be submitted by Customer's "Authorized Contacts". These Services are scheduled based on availability. Typically, these Services must be scheduled sixty (60) days in advance.
- ii. Denovo will perform "Technical Upgrades" consisting of new run time services (e.g., tools, environments) releases or versions of the run time services or supporting software issued by the vendor of that Application as part of its maintenance offering, typically indicated by a change in the numeric identifier of that run time services software. Denovo will apply Technical Upgrades in accordance with the Change Enablement Section of this Service Description. Customer is responsible for separately procuring vendor-provided maintenance of the Applications to be supplied by it under terms permitting Denovo to receive and administer that vendor-provided maintenance on Customer's behalf.
- iii. Application Upgrades. Denovo will perform "Application Upgrades" consisting of functional programs (e.g., general ledger, payroll) releases or versions of the Application functional software issued by the vendor of that Application as part of its maintenance offering, typically indicated by a change in the numeric identifier of that Application software. Denovo will apply Application Upgrades in accordance with the Change Management Section of this Service Description.

- iv. Customer is responsible for separately procuring vendor-provided maintenance of the Applications to be supplied by it under terms permitting Denovo to receive and administer that vendor-provided maintenance on Customer's behalf. Denovo is responsible for procuring and administering vendor-provided maintenance for any Applications to be supplied by Denovo.
- v. Notwithstanding anything to the contrary contained herein or otherwise, Denovo will not be required to provide Customer with Lifecycle Management Services as provided in this Agreement if there are less than six (6) months remaining in the then current Term.
- vi. The Service includes the project management, application technical (e.g., JD Edwards CNC, and at a minimum application net change training, and support for issues resolution. The Service may include application testing support and development retrofit support. If these Services are included, they will be defined in the Entitlements.

1.11 Disaster Recovery Services.

- i. Disaster Recovery Services are invoked when an unplanned event or condition renders Denovo unable to provide the Cloud Services. Disaster Recovery Services provide for restoration of the Services as set forth in this Service Description through an encrypted network connection. The Recovery Time Objective ("RTO") defines the target amount of time that the Applications remain unavailable. The Recovery Point Objective ("RPO") represents the target point in time, prior to a Contingency Event, to which data can be recovered.
- ii. Denovo will provide Disaster Recovery Services for the then current version of the Applications, excluding any elements that were in development or testing. In addition to the other services specified in this SOW, Disaster Recovery Services include monitoring and management of the target environment to include data replication management, synchronization management, audit reports, data latency and performance management, and internal testing and validation checks.
- iii. With Client or in conjunction with other Clients, Denovo will schedule and conduct one (1) test per year of the Disaster Recovery Services. This will include the execution of failover if requested by Client, assist Client with validation of solution to include application functionality, record counts, etc., creation and management of Disaster Recovery Plan.

1.12 Enhancement Services.

- i. Enhancement Services consist of assisting Customer with the implementation or use of functionality, application development, consulting services, and technology services for the Applications. The request for such Services will be submitted by Customer's Service Coordinator(s) or an Authorized Contact.
- ii. Enhancement Services are based on Customer's commitment to consume the Service Entitlement during each calendar quarter (the "Quarterly Period"). Customer and Denovo shall use their commercially reasonable and diligent efforts to request and perform the services accordingly.
- iii. Services consumed in excess of those entitled during any Quarterly Period Customer will be billed at the hourly rate defined Attachment 1 to this Service Description.
- iv. Denovo shall provide a quarterly summary of Service Entitlements and the consumption of those Service Entitlements (the "Quarterly Report"). Each quarterly report shall include a summary of the items which consumed the Application Enhancement Services. This summary shall be provided to Customer promptly, through email or other written means.

1.13 Service Management.

- i. **Run Book.** Denovo will create process documentation and procedures for the Services (the "Run Book"). These procedures will be reviewed periodically, or upon the mutual written agreement of the parties, and may be updated throughout them.
 - a. The Run Book shall include, but is not limited to:
 - 1) Operational communication and process between Customer and Denovo teams.
 - 2) Customer support procedures to include reporting, escalation, and contact information.
 - 3) Key support roles to include Service Coordinators and Authorized Callers.
 - 4) Service Desk logging, ticketing, management, and reporting.
 - 5) Change Enablement communication and coordination.
 - 6) Data protection, backup, and restoration procedures.
 - b. The parties agree that the Run Book will be materially complete ninety (90) days after the 'go live' or conversion to Denovo production services.
- ii. **Service Reviews.** Customer and Denovo shall meet periodically at a manager or higher level to review matters related to their relationship and this Service Description ("Service Reviews").
 - a. Service Reviews shall include, but are not limited to:
 - 1) Executive stakeholder alignment, performance review, and Customer goals review.
 - 2) Application and platform service availability.
 - 3) Activities review to include incident trends and service request trends.
 - 4) Professional services resources open projects.
 - 5) Recommendations for improvements in the delivery and use of the Services.
 - 6) Service Fees and charges.
 - 7) Pending renewal decisions.
 - b. Unless waived at the sole discretion of Customer as indicated through email or other written means, the parties agree that the Service Reviews will be begin ninety (90) days after the 'go live' or conversion to Denovo production services.

1.14 End User Services.

- i. Denovo will provide workstation and / or desktop management, monitoring, patching, and imaging as may reasonably be required for Customer's business purposes.
- ii. Incidents and service requests related to these workstation / desktop services shall be accessed through the SDaaS functions defined herein.
- iii. Customer and Denovo will proceed in good faith to define the catalog of services and the required response time for each service catalog item (e.g., reimaging a desktop or workstation).
- iv. The Services include but are not limited to:
 - a. Address Customer requests for installation, configuration, test, maintenance of workstation / desktop hardware and software components.
 - b. Analyze and troubleshoot Customer workstation / desktop hardware and software problems.

- c. Perform root cause analysis of equipment problems and provide effective diagnosis.
- d. Respond to Customer requests in a timely and accurate manner
- e. Maintain documentation of Customer standards, issues, and appropriate resolutions.
- f. Provide support to Customer in system upgrades, installing workstations, and other office automation tools. On site activities shall generally be accomplished through the provision of Customer personnel as "remote hands".
- g. Escalate complex issues to appropriate teams for resolution.
- v. Patching is assumed to be done using automated tools and utilities.
- vi. Monitoring of workstations and desktop computers includes basic device health and hygiene, including monitoring the presence and currency of endpoint detection software and services.

1.15 Network Managed Services.

- i. Denovo will provide support for Customer wide area network, including Customer on premise equipment that directly enables that wide area network, including monitoring, patching, and updating as may reasonably be required for Customer's business purposes.
- ii. Incidents and service requests related to these wide area network managed services shall be accessed through the SDaaS functions defined herein.
- iii. Customer and Denovo will proceed in good faith to define the catalog of services and the required response time for each service catalog item (e.g., modifying a firewall rule).
- iv. The Services include but are not limited to:
 - a. Address Customer requests for installation, configuration, test, maintenance of wide area network hardware and software components.
 - b. Analyze and troubleshoot Customer wide area network hardware and software problems.
 - c. Perform root cause analysis of equipment problems and provide effective diagnosis.
 - d. Respond to Customer requests in a timely and accurate manner
 - e. Maintain documentation of Customer standards, issues, and appropriate resolutions.
 - f. Provide support to Customer in wide area network upgrades, installing hardware, and other network management tools and utilities. On site requirements shall generally be accomplished through the provision of Customer personnel as "remote hands".
 - g. Escalate complex issues to appropriate teams for resolution.
- v. Monitoring of wide area network devices includes basic device health and hygiene, including monitoring the critical capabilities of the devices.
- vi. Operations Services for Microsoft Office 365 and telephone / public branch exchange (PBX) support are included on End User Support Services.

1.16 Service Desk Services.

- i. From its Service Desk or Customer Support Center, staffed on all days, at all times Denovo will:
 - a. Respond to incidents and service requests.
 - b. Develop with Customer response and escalation criteria based on the ITIL framework and Customer's assessment or designation of Customer impact and urgency.'
 - c. Appropriately perform incident management activities consistent with the processes and procedures agreed to by the parties.
 - d. Follow operator instructions as provided by Customer to remediate alerts and incidents.
 - e. Escalate incidents to Customer personnel consistent with an escalation matrix published by Customer and updated from time-to-time.
- ii. The services included in this Section 2.15 constitute the Service Desk Services ("SDaaS"). For the avoidance of doubt the SDaaS Services are applicable to all entitlements that are elected by Customer and to which Customer is entitled in this SO.

1.17 Identity Assessment Management Services.

Identity Assessment Management Services for JD Edwards provides the ability for users to login into their JD Edwards EnterpriseOne solution by authenticating against Customer provided Azure Active Directory "Azure AD", also known as Entra ID. Denovo will provide the infrastructure for the IDCS Oracle Application Gateway, IDCS Application Gateway software. Additionally, Denovo provides the ongoing managed services for Identity Assessment Management Services for JD Edwards. The Customer is responsible for providing Azure Active Directory and Azure Active Directory Administrator.

For sake of clarity:

- i. Customer is responsible for contracting with Microsoft for Azure Active Directory;
- ii. Customer is responsible for all administration for Azure AD;
- iii. Excluded from Immediate Control are any issues arising from changes or outages of Azure AD or Oracle Identity Cloud Service, and
- iv. Oracle IDCS for JD Edwards requires Tools 9.2.5 or higher.

Exhibit B
Standard Operating Procedures / Service Levels / Other Terms

Denovo's Standard Operating Procedures, Service Level Agreements, and Service Level Credits are defined below.

1. Customer Support Procedures

- i. Authorized Customer users will communicate issues via phone or Customer Care Portal to the Service Desk by creating (or causing to be created) a support case. Each support case will be assigned a ticket number for tracking.
- ii. At the time Denovo accepts a support case, Denovo will record an initial severity level of the support case based on the severity definitions included in the table below. Customer may reasonably increase the priority of incidents and service requests based on its assessment and explanation of the impact and urgency of those incidents and service requests.
- iii. If, during the service process, the support case no longer warrants the severity level currently assigned based on its current impact on the production systems, then the severity level will be adjusted to the severity level that most appropriately reflects its current impact.
- iv. Customers shall ensure that the assignment and adjustment of any severity level designation is accurate based on the current impact and urgency to business processing on the production systems. Customer acknowledges that Denovo is not responsible for any failure to meet performance standards caused by Customer's intentional misuse or misassignment of severity level designations.
- v. Denovo personnel receiving the support case will communicate with the Customer promptly upon receipt that they have been assigned the Service ticket and are engaged to respond to and resolve the issue. This may result in the exchange of dialog / emails to further understand the issue. The support case will be worked according to Customer support tiers described below.
- vi. Once a support case is resolved, it will be documented in the Denovo service desk and communicated to the individual who requested the support case. Customer will promptly use its reasonable efforts to confirm that the service case is resolved and, as appropriate, indicate to Denovo that the service case may be closed.

2. Service Level Agreement (SLA) – Service Desk Response and Resolution Target

- i. Service Desk Services. The following Service Level Targets apply with respect to the following types of Service Desk Cases affecting Production Services, provided that the inability to access or use is not caused by a software failure or malfunctions or events which are outside Denovo's Immediate Control (as defined below):

Issue Definition	Priority	Service Level Targets
The inability for a majority of the Named Users to access or use one (1) or more of the Applications through the Services for a period longer than five (5) consecutive minutes due to the failure of a service resource or component not caused by Customer's unauthorized or improper use. Customer and Denovo will participate in discussions regarding the cause and effect of each such incident to identify appropriate preventative, risk mitigation, and similar responsive measures.	Priority One (1)	Denovo (i) will respond to Customer within fifteen (15) minutes after Customer reports a Priority One (1) incident and (ii) will target resolution of the Priority One (1) incident within two (2) hours following that report.
The inability of more than one (1) Named User to access or use one (1) or more of the Applications through the Services for a period longer than five (5) consecutive minutes due to the failure of a service resource or component not caused by Customer's unauthorized or improper use or (ii) existing Application functionality does not operate properly for a critical Customer business function due to the failure of a service resource or component not caused by Customer's unauthorized or improper use.	Priority Two (2)	Denovo (i) will respond to Customer within one (1) hour after Customer duly reports a Priority Two (2) incident and (ii) will target resolution of the Priority Two (2) incident within eight (8) hours following that report.
The verified occurrence in which Service response time is slow, accessibility is materially restricted for a period longer than five (5) consecutive minutes, or existing Application functionality does not operate properly due to the failure of a service resource or component not caused by Customer's unauthorized or improper use.	Priority Three (3)	Denovo (i) will respond to Customer within twelve (12) hours after Customer reports a Priority Three (3) incident and (ii) target resolution of the Priority Three (3) incident within twenty four (24) hours following that report.
A request for functional assistance with an application (subject to Customer entitlements), or other requests related to the performance of the Services by Denovo, excluding administrative requests.	Priority Four (4)	Denovo (i) will respond to Customer within twenty-four (24) hours after Customer reports a Priority Four (4) incident and (ii) will target resolution of the Priority Four (4) incident within forty-eight (48) hours following that report.

- ii. Service Desk Priority is based on Customer's good faith assessment of impact and urgency in accordance with the Issue Definition in the table above.
- iii. All service requests will be entered as a Priority Four (4) and will be subject to Denovo scheduling the Service. Administrative requests will be responded to promptly by Denovo.

3. Service Level Agreement (SLA) – Cloud Application and Platform Services

For Cloud Services in Denovo Private Cloud the following Service Levels will apply.

- i. Commencing at the conversion or 'go live' date (defined as the date Customer accepts the Services and those Services are materially used by Customer in production business operations) and provided that Customer remains in compliance with the terms and conditions of the Agreement, Denovo will provide Customer with the Services in adherence with the Service Level Targets and procedures set forth herein.
- ii. Commencing at Denovo's activation of the Customer's environment but excluding any time during which the Services or any Services Resources are not available for Maintenance Services, Denovo will make available the Service(s) described in this service Description, ninety nine and one-half percent (99.5%) or greater, of the time in any calendar month during the Term of this Service Description ("Service Availability").

- iii. Service Availability is calculated as the total number of minutes in the calendar month less the total number of minutes that the Applications are not available in that month, divided by the total number of minutes in the calendar month. For the absence of doubt this is:

$$\frac{\text{Total Minutes in Month} - \text{Minutes Not Available}}{\text{Total Minutes in Month}}$$

- iii. The availability of the Services will be measured by commercially available and Denovo developed monitoring tools and utilities. This may include the ability to use the Services as required by the Applications including sample Applications transactions within the Services.
- iv. Specifically excluded from the number of minutes that the Applications are not available are (i) planned interruptions to the Services including Maintenance Time, (ii) reasons of Force Majeure (as defined in the MSA), (iii) items outside Denovo's Immediate Control (as defined below); (iii) time associated with any misuse of the Services by Client or its authorized third parties, or (iv) time associated with a service interruption caused by an external security threat.
- v. "Service Availability" will incorporate and apply only to those resources, items, or events in Denovo's Immediate Control. Immediate Control is defined as Denovo's network services to the Internet Service Provider ("ISP") circuit termination in Denovo's Cloud Services. Immediate Control excludes:
 - a. Customer's data and content.
 - b. Customer's desktop computer hardware.
 - c. Customer's network services which allow the Customer to access the Services.
 - d. the delivery, performance, and functionality of Applications software, support, and services provided by third party and Application software licensors.
- vii. Any periods of service interruption initiated by Denovo at the request or direction of Customer that require the Services to be temporarily unavailable are excluded from the calculation of the Service Availability.
- viii. Following the end of each calendar month, Denovo measures the Service Availability for the preceding month as defined in this SOW. Denovo will provide Client with access to this information promptly, through our customer portal.
- ix. This portal will provide metrics on system availability for the Services purchased under this Service Description. Upon the Customers reasonable request, Customer will have the right to receive (i) reasonably detailed existing Denovo Service Level reports and measurement data from Denovo, and (ii) additional Service Level data and reports, such as the Customer may define and Denovo may have available.

4. Service Level Credits

In the event of a failure by Denovo to meet the Service Levels Service Description at Customer's request, Denovo shall provide Service Level Credits as follows:

- i. First (1st) month of missed Service Availability: One (1) day's Service Fees for the applicable month for the affected Service.
- ii. Second (2nd) consecutive month of missed Service Availability: Two (2) days' Service Fees for the applicable month for the affected Service.
- iii. Third (3rd) consecutive month of missed Service Availability: Three (3) days' Service Fees for the applicable month for the affected Service.

- iv. Fourth (4th) consecutive month of missed Service Availability: Four (4) days' Service Fees for the applicable month for the affected Service.
- v. Fifth (5th) consecutive month of missed Service Availability: Five (5) days' Service Fees for the applicable month for the affected Service.
- vi. Sixth (6th) consecutive month of missed Service Availability: Six (6) days' Service Fees for the applicable month for the affected Service.

To receive a Service Level Credit Customer must request that credit in writing to Denovo Customer Support within thirty (30) days after the occurrence of the failure to meet the Service Level Target. Valid Service Level credit requests will be applied to the Customer's next monthly invoice or, if timely requested after all invoices to become due hereunder have been paid, will be refunded by Denovo to Customer within thirty (30) days after receiving that valid request.

5. Other Terms

- i. Any Change implemented by Customer that could affect the performance of Denovo's tools (i.e., management, monitoring, etc.) or Denovo's ability to monitor/manage/support the environment must be agreed to by both parties, in writing, prior to implementation.
- ii. Customer shall advise Denovo of applicable regulatory requirements or obligations which may affect Denovo's provision of the Services.
- iii. Denovo is not responsible for any interruption of the Services caused by other activities Customer directs, denial of Service attacks, national or worldwide incidents of computer viruses, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and Denovo's other vendors), and other force majeure items as set forth in the Agreement provided that Denovo utilizes commercially reasonable efforts under the circumstances to minimize the impact of the force majeure event on the Customer.
- iv. Customer will not use, or permit use of, the Services in a manner, which is (i) illegal; (ii) infringes the patent, copyright, trademark, confidential information, or intellectual property rights of a third party; or (iii) violates general standards of behavior on the Internet, collectively "Service Misuse". Customer shall be responsible for any such Service Misuse and indemnify Denovo, its employees, affiliates, agents, licensors, suppliers, and subcontractors against any liabilities arising from or relating to any such Service Misuse.
- v. Customer's system will have potential security vulnerabilities, even with the Services, including, but not limited to, the vulnerability of Customer's network or systems to (i) access by persons within Customer's organization which exceeds the authority granted to such persons; (ii) snooper attacks by persons granted access by Customer to its network to obtain and misuse access codes, passwords and other data; (iii) physical access to equipment at Customer sites; and (iv) access to passwords and similar information that is written down or otherwise not afforded an appropriate level of protection by Customer. Denovo does not guarantee that the Services will eliminate all risk or prevent damage from network or system security breaches such as the above.
- vi. Customer will supply Denovo personnel with reasonable accommodations and any physical or online access to any Customer facilities, personnel, locations, or networks as reasonably necessary to perform the Consulting Services. If it becomes necessary for Denovo personnel to be on-site at a Customer location, Denovo will give the Customer advance notice. Denovo will obey, and will ensure that all Denovo personnel obey, whenever on site at any Customer location or any other facility that is owned, leased, or operated by the Customer or any of its affiliates, all lawful, reasonable, and applicable rules and regulations as well as the Customer's reasonable policies, standards, and procedures, as such policies

are communicated in writing by the Customer to Denovo from time to time. The Customer will have the same obligations with regard to its personnel on Denovo premises. Such rules and policies will not operate to materially change the terms of the Agreement. Denovo and Customer will each designate a point of contact for the Consulting Services and will work together to detail necessary project plans and approaches. Notwithstanding any other provisions herein, the Customer acknowledges that Denovo's ability to provide the Consulting Services is likely to be affected if Customer does not provide the necessary access and assistance, and Denovo shall have no liability for any delays or cost increases caused by the Customer's failure to provide such access and assistance.

- vii. Customer is responsible for all third-party software licensing and maintenance and agrees to comply with all applicable third-party end-user license agreements.
- viii. If it is necessary for Denovo to provide Time and Materials ("T&M") Services for additional Customer network discovery, the Denovo Professional Consulting Services group will provide a separate Statement of Work that defines timelines, tasks and the services rate per hour required to complete the work.
- ix. This Service Description outlines the full breadth of Services to be provided by Denovo to Customer. Any omission of pre-requisites or need for additional services shall result in a Change Order Request, or support will be best effort on a next business day basis.
- x. Any requested Change to the Customer's environment once it has been implemented may be subject to additional fees.
- xi. Additional Services may be added or deducted via the Change Order Request process as defined in the MSA.
- xii. This service description does not include any travel or out of pocket expenses, if required, to Customer's facility.

**Exhibit C
Implementation / Onboarding**

Denovo will implement the Services specified in this Service Order. Our implementation methodology includes a defined set of activities and deliverables that facilitate a successful Customer onboarding. We perform these activities by leveraging our five (5) stage methodology. Our objective in this process is to execute each project stage successfully with a quality audit and formal signoff at the completion of each stage.

We estimate that the onboarding activities associated with this Service Order will be complete approximately ninety (90) days after the Effective Date. The fees for the onboarding activities are included in the fees specified in Section 2. Service Fees and Pricing of this Service Order. Prior to the completion of the onboarding activities, Denovo shall use its commercially reasonable and diligent efforts to assist Customer with requests regarding the service components for which onboarding is not complete and accepted by Customer.

1. Planning

- a. Project Planning Workshop
- b. Technology Planning Workshop
- c. Infrastructure Planning Workshop
- d. Execute Customer Onboarding Workshop
- e. Quality Audit
- f. Stage Signoff

2. Provision

- a. Provision Required Compute for Monitoring
- b. Provision Stateless and Stateful Monitoring
- c. Execute Oracle Application Technology Assessment
- d. Execute Oracle Application Database Assessment
- e. Execute Oracle Application Functional Workshop(s)
- f. Establish Oracle Application Bellwethers (OLTP, Batch, etc.)
- g. Define Knowledge Asset / Operator Instruction Approach
- h. Create / Update Run Book
- i. Quality Audit
- j. Stage Signoff

3. Validate

- a. Execute Remediation from Oracle Application Technology Assessment
- b. Execute Remediation from Oracle Application Database Assessment
- c. Service Coordinator Definition and Assignment
- d. Validate Maintenance Window and Change Management Process
- e. Validate and Update Run Books
- f. Execute Cutover Planning Workshop
- g. Quality Audit
- h. Stage Signoff

4. Test

- a. Train Customer Service Coordinators
- b. Test Monitoring & Surveillance
- c. Test Patching
- d. Test Service Catalog Items (e.g., Password Reset)
- e. Update Run Books
- f. Quality Audit
- g. Stage Signoff

5. Deploy

- a. Change Advisory Board Processes
- b. Responsiveness Reporting
- c. Synchronous Communication Stakeholder Engagement
- d. Service Desk Surveys
- e. Update Run Books
- f. Project Closure

Information

Agenda Item

Resolution - Lubbock Fire Rescue: Consider a resolution authorizing the Mayor to execute Purchase Order 10027880, with Stallion Air, Incorporated, for a breathing air compressor for Fire Station 20.

Item Summary

This breathing air compressor is needed for the refill of Self-Contained Breathing Apparatus (SCBA) and Self-Contained Underwater Breathing Apparatus (SCUBA) at the new Fire Station 20.

This is a sole source acquisition required to be a direct purchase from the manufacturer, to ensure standardization of equipment within the department. Maintaining comparable equipment will sustain continuity of operations and mitigate the need for additional service and maintenance training, as well as maintaining the parts inventory attended to by department personnel.

Staff recommends Purchase Order 10027880 to Stallion Air, Incorporated of Ramseur, North Carolina, for \$75,432.72.

Fiscal Impact

Purchase Order 10027880, for \$75,432.72 is funded in Capital Improvement Project, Fire Station 20.

Staff/Board Recommending

Richard Stewart, Fire Chief

Attachments

Resolution
Purchase Order
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 execute for and on behalf of the City of Lubbock, Purchase Order 10027880, for the purchase of an SCBA air compressor for Fire Station 20, by and between the City of Lubbock and Stallion Air Incorporated of Ramseur, North Carolina, 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:



Richard Stewart, Fire Rescue Chief

APPROVED AS TO FORM:



Ryan Brooke, Senior Assistant City Attorney

RES. PO 10027880-Stallion Air Incorporated
10.10.24



PURCHASE ORDER

Page - 1
Date - 10/01/2024
Order Number 10027880 000 OP
Branch/Plant 5611

TO: STALLION AIR INCORPORATED
PO BOX 337
RAMSEUR NC 27316

SHIP TO: CITY OF LUBBOCK
CENTRAL FIRE STATION COMPLEX
1515 E URSULINE ST
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 10/01/2024 Freight
Requested 11/22/2024 Taken By L VILLANUEVA
Delivery PER S SALAZAR REQ 62304 PUR 18372 / SOLE SOURCE

If you have any questions, please contact Raul Salazar at 806-775-3176 or RSalazar@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Centaur 3 Design SCBA Compress	1.000	77,588.0000	EA	77,588.00	11/22/2024
Freight	1.000	2,500.0000	EA	2,500.00	11/22/2024
6% Discount	1.000	(4,655.2800)	EA	(4,655.28)	11/22/2024
Total Order					
Terms	NET DUE ON RECEIPT			75,432.72	

This purchase order encumbers funds in the amount of \$75,432.72 awarded to Stallion Air Incorporated of Ramseur, NC, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated September 17, 2024, from Stallion Air Incorporated of Ramseur, NC, and Sole Source.

Resolution # _____

CITY OF LUBBOCK:

ATTEST:

Mark McBrayer, Mayor

Courtney Paz, City Secretary



PURCHASE ORDER

Page - 2
Date - 10/01/2024
Order Number 10027880 000 OP
Branch/Plant 5611

TO: STALLION AIR INCORPORATED
PO BOX 337
RAMSEUR NC 27316

SHIP TO: CITY OF LUBBOCK
CENTRAL FIRE STATION COMPLEX
1515 E URSULINE ST
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 10/01/2024 Freight
Requested 11/22/2024 Taken By L VILLANUEVA
Delivery PER S SALAZAR REQ 62304 PUR 18372 / SOLE SOURCE

INSURANCE REQUIRED:

Commercial General Liability:

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

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

Automobile Liability:

\$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.

Cyber Liability Requirements: \$1M of coverage is needed

Technology Errors and Omissions Requirement: \$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.

PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

CONTRACTOR ACKNOWLEDGES by accepting any Goods or Services that the Contractor has not fully understood, and will be in full compliance with all terms and conditions and the description material contained herein and any additional requested 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 are 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 of 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 after it.

5. INVOICES & PAYMENTS. 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 79407. 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, as well as itself or 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 of 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 of 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 of 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 of 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 sub-Seller 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/departments-15468468>

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 proc@ci.lubbock.tx.us. Please send this request to this email address for it to be processed.



QUOTE

**STALLION AIR INC****No. 15920**
Date 9/17/2024
ContactPO Box 337
Ramseur, NC 27316
336-824-3133**BILL TO****LUBBOCK FIRE
DEPARTMENT**
1515 EAST URSULINE
LUBBOCK, TX 79403**SHIP TO****LUBBOCK FIRE
DEPARTMENT**
202 SLIDE ROAD
ATTN ROGER LINDSEY
LUBBOCK, TX 79416

QUANTITY	ITEM	DESCRIPTION	STD PRICE	PRICE	EXT
1.00	.CEN3-202EEG2	CENTAUR 3 Design - 20 HP 208/3/60 VAC - 24 CFM - 6000 psi - 4 Stage 4 Cylinder - Pressure Lubricated with all Standard Features. Stationary Three Position Containment Fill Station. Accepts SCBA and SCUBA Cylinders up to 80 Cubic Foot. Complete with Regulator Shut Off Valve and SCBA Gauge. Individual Shutoff Valve and Gauge for each point of fill. Optional Air Control Panel available. (2 Bank, 3 Bank or 4 Bank) (Storage Capacity is 4 Cylinders. ASME or ISO)	60,120.00	60,120.00	60,120.00
1.00	COM	INTERGRATED CARBON MONOXIDE MONITOR FITS, CENTAUR2 / CENTAUR2-4 / CENTAUR3 / ENBARR / GIDRAN / PERCHERON / PEGASUS / SAT	3,491.00	3,491.00	3,491.00
1.00	CEN-4BK	AIR CONTROL PANEL FOUR BANK CASCADE CONTROL	2,726.00	2,726.00	2,726.00
1.00	CEN-AFG3-4BK	4 BANK AUTO FILL SYSTEM	9,533.00	9,533.00	9,533.00
8.00	100-C105-9-3/8	DOT / ASME BOTTLE CLAMP 9 3/8	44.75	44.75	358.00
8.00	LABOR	ROAD RATE	102.00	170.00	1,360.00

QUANTITY	ITEM	DESCRIPTION	STD. PRICE	PRICE	EXT.
1.00	MISC	REQUIRED ASME RISER PLATE	0.00	0.00	0.00

Created By : GARY

Subtotal 77,588.00

**Memo : CUSTOMER TO PROVIDE (4) EXISTING ASMES TO BE
INSTALLED AT TIME OF COMPRESSOR INSTALLTION. ASME
INSTALLATION PERFORMED BY CUSTOMER AND STALLION SERVICE
TECH.**

**Ship
Amount 2,500.00**

Discount : 6% DISCOUNT

**Discount
Amount -4,655.28**

Taxes 0.00

**Total
Amount 75,432.72**



CIP 92711 Fire Station 20

New Facility

Project Manager: Robert Keimast - Fire Administration

Project Scope

Construction of a multi-company fire station that will serve south Lubbock area residents. The fire station will be located east of the LPD substation at 141st and Indiana. The fire station was approved through Certificate of Obligation Bonds in 2021.

Project Justification

Growth and development require the construction of a fire station in the area to allow the current service level of fire protection services throughout Lubbock.

Project Highlights

Council Priorities Addressed:

Project History

- FY 2020-21 \$7,645,000 was appropriated by Budget Amendment No. 35, Ord. 2020-00077
- FY 2022-23 \$3,000,000 was appropriated by Budget Amendment No. 34, Ord. 2022-00107

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
Construction	\$10,645,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$10,645,000	\$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	\$10,645,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$10,645,000	\$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

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 5, 2024**

Capital Project Number: 92711

Capital Project Name: Fire Station 20

	<u>Budget</u>
<i>Encumbered/Expended</i>	
Design	\$ 222.00
Construction	6,409,379
<i>Agenda Item 12953</i>	
Stallion Air, Inc. - Purchase Order 10027880	<u>\$ 75,433</u>
<i>Encumbered/Expended To Date</i>	<u>6,485,034</u>
<i>Estimated Costs for Remaining Appropriation</i>	<u>4,159,966</u>
<i>Remaining Appropriation</i>	<u>4,159,966</u>
Total Appropriation	<u><u>\$ 10,645,000</u></u>

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2024-O0141, for Zone Case 3487, a request of DLC Designs, LLC for Children's Home of Lubbock, for a zone change from Low Density Single-Family District (SF-2) to Residential Estates District (RE), at 4602 Idalou Road, located north of East Erskine Street and east of Idalou Road, on 170.98 acres of unplatted land out of Block A, Section 25.

Item Summary

On October 22, 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 October 3, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3487
Staff Report 3487
Documentation 3487

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3487; A ZONING CHANGE FROM SF-2 TO RE ZONING DISTRICT AT 4602 IDALOU ROAD, LOCATED NORTH OF EAST ERSKINE STREET AND EAST OF IDALOU ROAD, ON 170.98 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 25, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the 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. 3487

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2** to **RE** zoning district at **4602 Idalou Road, located north of East Erskine Street and east of Idalou Road, on 170.98 acres of unplatted land out of Block A, Section 25**, City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

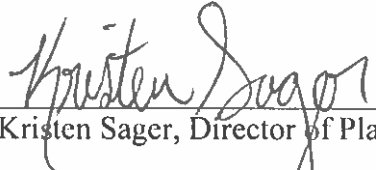
Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3487
October 3, 2024

To: PRIDE PIPELINE COMPANY
P.O. Box 2436
Ablene, Texas 79604

DIVISION ORDER

Exhibit "A"

No. 93819

November 1 19 81

The undersigned certify and guarantee that they are the legal owners of, and hereby warrant title to, in the proportions set out below, all the oil produced from the
Texland-Rector & Schumacher/T P and F J Welch
located in the County of Lubbock, State of Texas, and described as follows: to-wit:

SE/4 NE/4 Sec. 25, Blk. A, John H. Gibson Survey, Lubbock County, Texas,
from the surface to a depth of 5175 feet.

MAILED
OCT 04 1984

Until further written notice, you are authorized to purchase oil therefrom and pay therefor, as follows:

OWNER NO.	CREDIT TO	NET REVENUE INTEREST
-----------	-----------	----------------------

Family Service Agency, Inc.

.06250000 RI

1. Oil run hereunder shall become your property upon delivery thereof into any tank, pipeline, or other conveyance designated by you, and shall be paid for by you monthly, except as hereinafter provided, according to the division of interest shown above at the price being posted or paid by you at the time of such delivery.
2. Payments for such oil shall be made on or before the 20th day of the month succeeding such purchases. Payments may be made to the owners shown above in person or by mailing your check therefor to the address of the owners designated to receive same as shown above. Provided, however, that at your option no payments shall be made to an owner until the sum due on account of such interest shall amount to \$10.00.
3. Quantities shall be computed from regularly compiled tank tables or by other reliable methods of computation (the owners to have the privilege of witnessing the gauge tickets), and correction shall be made for temperature and impurities according to the prevailing practice and the rules and regulations prescribed by the Commission or other legal authority of the State where the purchases hereunder are made. You may require the owners to treat or steam any unmerchantable oil at the owners' expense, before acceptance hereunder.
4. The owners severally agree to notify you in writing of any change in ownership, and that their successors shall be bound by the terms hereof. Orders transferring interests, supported by certified copy of deed, assignment, or other legal document, shall be in your hands by the 20th day of the month in which the transfer becomes effective, it being understood that transfers of interests are effective only on the first day of any current month at 7:00 o'clock A.M.
5. Satisfactory abstracts or other evidence of title will be furnished to you at any time on demand. In the event of a failure to so furnish such evidence of title, or in the event of a claim or controversy, which in your opinion, concerns title to any interest hereunder, you may hold, without interest and without any liability, the proceeds of all oil received by you hereunder until indemnity satisfactory to you has been furnished or until such claim or controversy has been settled to your satisfaction. In the event any action or suit is filed in any court affecting the title either to the real property above described or to the oil produced therefrom in which any of the owners are parties, written notice of the filing of said action or suit shall be immediately furnished to you by such owner against whom such action or suit is commenced, stating the court in which same is filed and the title of such action or suit. Each owner agrees to hold you harmless and to protect and indemnify you and/or any carrier transporting oil for your account from, against, and for any loss or expense which you and/or such carrier may suffer or sustain or become liable for by reason of your purchase hereunder of said owner's interest, as above set out, in said oil and the payment therefor to said owner regardless of how the same may arise and including, but not limited to, the following: Any judgment rendered in an action or suit affecting the title to either the real property above described or the oil produced therefrom; all reasonable costs or expenses incurred in defending in such action or suit your position or that of your carrier receiving the oil; any claim or claims or judgment arising therefrom, for any tax, State or Federal, which may be asserted by any taxing authority against you in connection with, incident or in any manner related to, any sum or sums of money held in suspense by you during the existence of any claim, controversy or suit, as above provided. You may deduct any such loss or expense from any amount owed by you to such owner at any time. Upon written notification to you by any Operator of the above lease that the undersigned is in default in the payment of its share of the leasehold expenses, you may pay direct to such Operator the proceeds of the oil run hereunder until notified by such Operator that the default is cured, and the undersigned agrees to hold you harmless and to protect and indemnify you for any such payments. You shall further be authorized to withhold funds in the event you are due money from owner and apply the funds to the payment of your account. In the event you are notified of a mispayment to any owner on any lease from which you purchase or that all parties have not been properly paid from any lease from which you purchase, each owner agrees to allow you to suspend funds until the claim is satisfied. By the execution of this division order, the owners adopt, ratify and confirm the oil and gas lease described above in its entirety and lease and demise all of owner's interest in the lands covered by said lease in accordance with the terms thereof.
6. You are hereby authorized to withhold from the proceeds of any and all runs made hereunder the amount of any tax, either State or Federal, placed thereon, and to pay the same in our behalf.
7. This division order shall become valid and binding upon each and every owner as soon as signed by such owner, regardless of whether or not any other owners have so signed, and this division order supersedes all former division orders given on the property described above.
8. This contract shall continue in force for Thirty days and thereafter, until terminated by you giving notice of your intent to so terminate, or by any owner giving notice of intent to so terminate, without, however, affecting the same as to the interest of the other owners.
9. Where the term "oil" is used herein, it is intended also to include "distillate, condensate, or other liquid hydrocarbons."

Witnesses' Signatures and Addresses

Owners' Signatures and Addresses and Soc. Sec. No.

<u>Handa Clary 5412 95th Lubbock</u>	<u>Family Service Agency, Inc.</u>
<u>Leo Montandon 5504 8th Place Lubbock</u>	By: _____ Title: _____
	<u>Box 2824</u>
	<u>Lubbock, TX 79408</u>

SOCIAL SECURITY NO. OR TAX IDENT. NO.

ADDRESSES MUST BE SHOWN FOR PAYMENT

INSTRUCTIONS FOR SIGNING THIS DIVISION ORDER: (1) Owners must show their correct post office address below and sign where indicated with one witness to each signature. (2) If the owner is a partnership, all partners must sign. (3) If the owner is a corporation, this division order must be signed and attested to by duly authorized officers. (4) All counterparts of this division order must be properly executed and returned.

Owners Copy

STATE OF TEXAS

VOL 488 PAGE 335

COUNTY OF LUBBOCK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, I, Ida Sina Collins, a widow, of the County of Lubbock, State of Texas, am the owner of the hereinafter described property; and

WHEREAS, I am desirous of giving the said hereinafter described property to the Broadway Church of Christ, a Corporation of Lubbock, Texas, for the purpose of establishing an orphans home; and

WHEREAS, it is my desire that the said property be used for the purpose of establishing an orphans home, but there shall be no possibility of reverter in the event that the said property is not always used for such purpose.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, That I, Ida Sina Collins, a widow of Lubbock County, Texas, for and in consideration of the sum of \$10.00 to me in hand paid by the Broadway Church of Christ, a Corporation of Lubbock County, Texas, and for further consideration that the Broadway Church of Christ, a Corporation of Lubbock, Texas, shall use the hereinafter described property for the establishment of an orphans home, have given, granted and conveyed and do by these presents give, grant and convey unto the said Broadway Church of Christ, a Corporation of the County of Lubbock, State of Texas, all that certain tract or parcel of land situated in the County of Lubbock, State of Texas, described as follows; to-wit:

A tract or parcel of land situated in Lubbock County, Texas and being a part of Survey 25, Block A, Certificate 226, Abstract No. 50:

Beginning at the Southeast Corner of said Survey 25, the same being the Southeast Corner of said 400 acre tract; THENCE NORTH to the right of way line of Highway No. 82; THENCE SOUTHWEST with the Southerly right-of-way line to point of intersection with the West line of said 400 acre tract; THENCE SOUTH 500 varas to a point in the South line of said 400 acre tract; THENCE EAST 1,188 varas to place of beginning.

VOL 488 PAGE 336

Save and except a tract containing 44.6 acres approximately square in the Northeast corner of said tract of land hereinabove described.

The said tract herein above described to contain 200 acres.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Broadway Church of Christ, a Corporation of Lubbock, Texas, its successors and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to Warrant and Forever Defend all and singular the said premises unto the said Broadway Church of Christ, a Corporation of Lubbock, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my hand at Lubbock, Texas, this the 30th day of December, 1952.

Ida Sina Collins

STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared Ida Sina Collins, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the foregoing for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30 day of December, 1952.

James D. Blanton
Notary Public, Lubbock County,
Texas.

James A. Walters, 1515 Ave J, Lubbock, Texas
23626
WARRANTY DEED

\$2.50 ck

RECORDED
INDEXED
COMPANIES

THE STATE OF TEXAS

COUNTY OF LUBBOCK

X
X
X

KNOW ALL MEN BY THESE PRESENTS:

That THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation, organized under the Texas Non-Profit Corporation Act, as GRANTOR, of the County of Lubbock, State of Texas, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), to it in hand paid by THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., a non-profit corporation, organized under the Non-Profit Corporation Act of the State of Texas, as GRANTEE, have granted, sold and conveyed, and by these presents do hereby grant, sell and convey, unto the said THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., a non-profit corporation, GRANTEE, herein, all of the following lot, tract or parcel of land situated in the County of Lubbock, State of Texas, as follows, to-wit:

Two Hundred (200) acres of land out of Survey Twenty-five (25), Block A, John H. Gibson original grantee, situated in Lubbock County, Texas, and described by metes and bounds as follows:

BEGINNING at a 1 1/4" iron pipe set for the SE corner of Section Twenty-five (25), in the center of a public road running East and West, same being the common corner of Sections Three (3) and Four (4), Twenty-five (25) and Twenty-six (26), all of Block A, Lubbock County, Texas;

THENCE South 89° 28' 15" W 1184.7 varas to a 1 1/4" iron pipe in the South line of Section Twenty-five (25), the SW corner of this survey;

THENCE North 0° 25' 15" W 583.6 varas to a 1 1/4" iron pipe in the South line of Highway 87, the NW corner of this survey;

THENCE North 45° 50' E 1022.8 varas along the South line of said Highway to a 1 1/4" iron pipe, a corner of this survey;

THENCE South 0° 25' 15" E 224.8 varas to a 1 1/4" iron pipe, a corner of this survey;

THENCE North 89° 28' 15" E 444.4 varas to a 1 1/4" iron pipe in the East line of Section Twenty-five (25), the common line of Section Twenty-five (25) and Twenty-six (26) of Block A, a corner of this survey;

THENCE South 0° 25' 15" E 1066.5 varas along the section line to the place of beginning;

SAVE AND EXCEPT an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and under said land, or that may be produced therefrom, together with the right of ingress and egress for the purpose of exploring for and the production of oil, gas, and other minerals;

And the interest in real estate conveyed herein is the same interest received by The Broadway Church of Christ, a corporation, in a deed executed May 29, 1953, by Ida Sina Collins, and Grantor herein is one and the same as the Grantee in said deed from Ida Sina Collins, which deed is filed of record in the office of the County Clerk of said Lubbock County, Texas;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., GRANTEE, its successors and assigns forever, and it does hereby bind itself, its successors and assigns forever, to warrant and forever defend, all and singular, the said premises unto the said THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its hand this 27th day of October, 1972, at Lubbock, Lubbock County, Texas.

ATTEST:

THE BROADWAY CHURCH OF CHRIST OF
LUBBOCK, TEXAS, a non-profit corporation

By Edgar E. Chance
Secretary - Treasurer

By Henson Hill
President

THE STATE OF TEXAS
COUNTY OF LUBBOCK

X
X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared LENNON HILL, President of THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the said THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation, and that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 37th day of October, 1972.

NOTARY SEAL

Annabelle D. Rawlinson
Notary Public, Lubbock County, Texas.
Annabelle D. Rawlinson

FILED FOR RECORD

Nov 13 1 40 PM '72

Frank G. Green
County Clerk, Lubbock County, Texas

STATE OF TEXAS }
COUNTY OF LUBBOCK }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the RECORDS of Lubbock County, Texas as stamped hereon by me.

NOV 13 1972



Frank G. Green
COUNTY CLERK
LUBBOCK COUNTY, TEXAS

23649

WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF LUBBOCK

X
X
X

KNOW ALL MEN BY THESE PRESENTS:

That THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation, organized under the Texas Non-Profit Corporation Act, as GRANTOR, of the County of Lubbock, State of Texas, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), to it in hand paid by THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., a non-profit corporation organized under the Non-Profit Corporation Act of the State of Texas, as GRANTEE, have granted, sold and conveyed, and by these presents do hereby grant, sell and convey, unto the said THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., a non-profit corporation, GRANTEE, all of the following lots, tracts or parcels of land situated in the County of Lubbock, State of Texas, as follows, to-wit:

TRACT ONE: All of the Northeast One-Fourth (NE/4) of Section Four (4), Block A, in Lubbock County, Texas, containing 160 acres of land, more or less; provided, however, that this conveyance is subject to that certain mineral reservation heretofore reserved by A. H. Travis and wife, Laura Travis, Roland B. Travis and wife, Margaret Sue Travis, as more fully shown in a deed dated August 26, 1954, recorded in Volume 544, Page 273 of the Deed Records of Lubbock County, Texas, and this conveyance is likewise subject to the mineral reservation heretofore reserved by E. E. Elms and wife, Maudie Elms, as more fully shown in a warranty deed dated March 10, 1955, from E. E. Elms and wife, Maudie Elms, to G. W. Williams, recorded in Volume 568, Page 19 of the Deed Records of Lubbock County, Texas, and this conveyance is further subject to all easements of record in the Deed Records of Lubbock County, Texas, as well as any and all valid outstanding oil, gas and mineral leases which may be shown of record in said Lubbock County, Texas;

TRACT TWO: All of Lots Numbers Sixty (60), Sixty-One (61), Sixty-Two (62), and Sixty-Three (63), Winniewood Addition, an addition to the City of Lubbock, Lubbock County, Texas, subject to all mineral reservations and exceptions of record made by prior owners thereof, and also subject to all restrictions and covenants of record contained in the plat and dedication instrument recorded in Volume 688, Page 124, Deed Records of Lubbock County, Texas;

TRACT THREE: That certain tract or parcel of land situated in Lubbock County, Texas, and being a part of Survey 25, Block A, Certificate 226, Abstract No. 50, and beginning at the Southeast Corner of said Survey 25, the same being the Southeast Corner of said 400 acre tract; Thence North to the right of way line of Highway No. 82; Thence Southwest with the Southerly right-of-way line to a point of intersection with the West line of said 400 acre tract; Thence South 500 varas to a point in the South line of said 400 acre tract; Thence East 1,188 varas to the place of beginning; save and except a tract containing 44.6 acres approximately square in the Northeast corner of said tract of land hereinabove described, and said tract contains approximately 200 acres of land, more or less;

TRACT FOUR: The West 45 feet of Lot Seven (7) and the East 30 feet of Lot Eight (8), in Block Fourteen (14), Hulin Heights Addition, Second Installment, an addition to the City of Lubbock, Lubbock County, Texas; (an undivided one-half interest);

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., GRANTEE, its successors

and assigns forever, and it does hereby bind itself, its successors and assigns forever, to warrant and forever defend, all and singular, the said premises unto the said GRANTEE, THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its hand this 27th day of October, 1972, at Lubbock, Texas.

THE BROADWAY CHURCH OF CHRIST OF
LUBBOCK, TEXAS, a non-profit corporation

By Lennon Hill
President

ATTEST:

By Edgar E. Chance
Secretary-Treasurer

THE STATE OF TEXAS
COUNTY OF LUBBOCK

X
X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared LENNON HILL, President of THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the said THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation, and that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of October, 1972.

NOTARY SEAL

Annabelle D. Rawlinson
Notary Public, Lubbock County, Texas.

Annabelle D. Rawlinson

FILED FOR RECORD
Nov 13 3 10 PM '72

Frank Buss
County Clerk, Lubbock County, Texas

STATE OF TEXAS
COUNTY OF LUBBOCK }

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the RECORDS of
Lubbock County, Texas as stamped hereon by me.

NOV 13 1972



Frank Buss
COUNTY CLERK
LUBBOCK COUNTY, TEXAS

TRANSMISSION
RIGHT-OF-WAY EASEMENT

STATE OF TEXAS
COUNTY OF Lubbock

KNOW ALL MEN BY THESE PRESENTS:

That Broadway Church of Christ, a corporation, the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of One and No/100- - - - - (\$ 1.00) Dollars, to Grantor in hand paid by WEST TEXAS GAS COMPANY, a corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way, forty (40) feet in width, to construct, maintain and operate a pipe line and all necessary appurtenances thereto; and to construct, maintain and operate a telephone and telegraph line in connection therewith, together with necessary poles, and all necessary appurtenances thereto, over and through the following described property lying and being situated in Lubbock County, State of Texas, to-wit:
Two Hundred Acres (200 Ac.) out of the Southeast (SE) part of Sec. 425, Block A., Lubbock County, Texas.

said property being more fully described in a deed from Ira Gina Collins, a widow, to Broadway Church of Christ dated the 29 day of May, 1957 recorded in Volume 500 of the Deed Records of Lubbock County, Texas, to which reference is here made for further description of said property; said pipe line to be constructed approximately along the line designated by a survey heretofore made, or hereafter to be made by the Grantee, through and over the property hereinbefore described; and this grant shall carry with it the right of ingress and egress to and from said land for the purpose of constructing, inspecting, repairing and maintaining said pipe line and telephone or telegraph line, and the removal or replacement of the same with either like or different size pipe or other construction at will, either in whole or in part. Grantee may, at any time, upon permanent abandonment of the right of way and removal of all lines and other improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this agreement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

TO HAVE AND TO HOLD the above described rights and easements, together with any other rights necessary to operate and maintain a pipe line, or pipe lines, over the above described premises unto the said Grantee, its successors and assigns.

The Grantor shall fully use and enjoy said premises except for the purposes herein granted but such use shall not hinder, conflict or interfere with the exercise of the Grantee's rights hereunder, and no building, reservoir or structure shall be constructed upon, under or across the rights-of-way or easements herein granted without the Grantee's written consent.

The Grantee agrees to bury all pipe lines to a sufficient depth so as not to interfere with the cultivation of the soil and to pay all damages to land, crops and fences which may arise from construction, maintenance and operation of said pipe line and said telephone or telegraph line.

~~THE GRANTOR AGREES TO PAY THE COST OF THE CONSTRUCTION OF THE PIPE LINE AND TELEPHONE AND TELEGRAPH LINE.~~

The Grantee agrees to erect its telephone and telegraph line as near to the Grantor's fence line, if paralleling a public road or highway, as the State or County Highway Department may permit, otherwise within one foot inside of Grantor's fence line, provided, however, a distance of 30 feet may be maintained, for the telephone or telegraph line, from any high tension electric power line along and through the property herein described.

There is hereby granted to the Grantee herein the right to construct, maintain and operate on the above described property additional pipe lines, the same to run parallel with and adjacent to the pipe line above referred to and in the event Grantee exercises this right to lay an additional pipe line or lines, the Grantee shall pay Grantor the sum of twenty-five cents (25c) per lineal rod for each additional pipe line so laid, as well as all said damages caused by the construction thereof, and be entitled to the same rights for the additional line or lines as is herewith granted for the line to be constructed.

It is mutually agreed and understood that in the event any dispute arises relative to the amount of damages suffered arising from the laying, maintaining, operating or removing any of the pipe lines or other construction of the Grantee, said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the owner of the land, his or their heirs or assigns, one by the Grantee, its successors or assigns, and the third person by the two persons before mentioned, and the decision of the arbitrators thus selected shall be final and conclusive.

Grantee agrees to tap its pipe line to be constructed on the Grantor's premises for the purpose of supplying the Grantor with natural gas for domestic use and pumping purposes only. The gas shall be furnished and measured at the main line of the Grantee at rates and under the rules and regulations established by Grantee.

The Grantor represents and warrants that he is the owner in fee simple of the land above described, subject to outstanding mortgages, if any, now on record in said County.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreements not herein expressed.

WITNESS THE EXECUTION HEREOF the 22 day of Feb A. D. 1957

Broadway Church of Christ
by Fred D Pinkston
Fred D Pinkston, president
by Paul Shannon
Paul Shannon, secretary

John L. McBride
Right-of-Way Agent for Grantee

THE STATE OF TEXAS, }
County of } SS.

Before me, the undersigned authority, Notary Public in and for the County and State aforesaid, on this day personally appeared _____, known to me to be the person whose name _____ subscribed to the foregoing instrument and acknowledged to me that _____ he _____ subscribed to the foregoing instrument and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, A. D. 19_____.

Notary Public.

My commission expires _____, 19_____.

ACKNOWLEDGEMENT OF CORPORATION

THE STATE OF TEXAS, }
County of } SS.

Before me, Robert O. Miller, a Notary Public in and for said County and State, on this day personally appeared Frederick D. Pinkston, _____ President of Broadway Church of Christ, a corporation, known to me as such and 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 said Broadway Church of Christ, and as _____ President thereof, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23 day of February, A. D. 1954.

Robert O. Miller

Notary Public.

My commission expires June 1, 1955.

THE STATE OF TEXAS, }
County of } SS.

Before me, _____, a Notary Public in and for said County and State, on this day personally appeared _____ and _____ his wife, both known to me (or proved to me on the oath of _____) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said _____, wife of the said _____, having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said _____ acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, A. D. 19_____.

My commission expires _____, 19_____.

Notary Public.

TRANSMISSION	
Right-of-Way Easement	
WITH JOINT ACKNOWLEDGMENT	
TO	
FILED FOR RECORD	
This _____ day of _____, A. D. 19_____	
at _____ o'clock _____ M.	
By _____	County Clerk
By _____	Deputy
RECORDED	
_____ A. D. 19_____	
In _____	County Record
of _____	Book _____
Page _____	
By _____	County Clerk
By _____	Deputy
Recording Fee, \$ _____	
THATCHER PTG. CO.-LUBBOCK	

Staff Report		Zone Case 3487
City Council Meeting		October 22, 2024

<u>Applicant</u>	DLC Designs, LLC
<u>Property Owner</u>	Children's Home of Lubbock
<u>Council District</u>	1

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- February 14, 1980, Ordinance No. 7991: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- October 3, 2024, Zone Case 3487: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to Residential Estates District (RE), by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 38
- Received In Favor: 6
- Received In Opposition: 0

Site Conditions and History

The subject property remains unplatted and is mostly vacant with the development of farm structures, built in 2020.

Adjacent Property Development

The properties to the north are zoned SF-2, Light Industrial District (LI), and High Density-Residential District (HDR), and are developed with a residential neighborhood, a manufacturing business, and the Children's Home of Lubbock. The property to the east is zoned Residential Estates District (RE) and remains vacant. The property to the south is outside city limits and remains vacant. To the west, the property is zoned SF-2 and is developed with mobile homes, but is mostly vacant land.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 4602 Idalou Road, located north of East Erskine Street and east of Idalou Road. The applicant requests a zone change from Low Density Single-Family District (SF-2) to Residential Estates District (RE).

Current zoning: Low Density Single-Family District (SF-2)

Requested zoning: Residential Estates District (RE)

Intent Statements

The purpose of the Low Density Single-Family (SF-2) District is to provide for two types of residential subdivisions:

- A. Conventional. Smaller to moderately sized lots for dwellings on public utilities. Any open space is located on private lots.
- B. Cluster. Clustering of smaller-sized lots for dwellings with an increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection.

The purpose of the Residential Estates (RE) District is to provide for two types of residential subdivisions:

- A. Conventional. Very low-density residential neighborhoods with on-site utilities, preserved rural low-density character on private property, managed growth on the periphery of the City, and the ability of the property owner to keep large animals.
- B. Cluster. Residential neighborhoods with on-site utilities that have a high percentage of common open space to maintain rural character.

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along East Erskine Street and Idalou Road. The Master Thoroughfare Plan, 2018 designates East Erskine Street as a Principal Arterial (Modified) and Idalou Road as a Freeway. Arterials are continuous routes whose function is to serve high volume needs to local traffic and regional traffic. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for “Residential Low Density” land use. The proposed zone change to RE would be in conformance with this designation. This request would be appropriate next to adjacent land uses and the RE zoning to the east.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use and may need additional public improvements to support the intensity of uses described in the Residential Estates District (RE), as the property remains unplatted.

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

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3487



Allowable Uses: [Residential Estates District \(RE\)](#)

Transportation: The proposed development has access points from Idalou Road and East Erskine Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Idalou Road, Freeway, Partially Completed	R.O.W. 278 feet, four-lane, undivided, paved	R.O.W. 300 feet, eight-lane, undivided, paved
East Erskine Street, Principal Arterial (Modified), Partially Completed	R.O.W. 24 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 1

3.2 **Zone Case 3487:** DLC Designs, LLC, for Children's Home of Lubbock, request for a zone change from Low Density Single-Family District (SF-2) to Residential Estates District (RE), at:

- 4602 Idalou Road, located north of East Erskine Street and east of Idalou Road, on 170.98 acres of unplatted land out of Block A, Section 25.

PLANNER ASHLEY PADILLA gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT AMANDA KING, 1318 North King Avenue, with DLC Designs, LLC, noted that she was available for questions

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3487**, a motion was made by **SUSAN TOMLINSON** and seconded by **TANNER NOBLE** to approve the request as presented. The Commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3487

CR 6440

CR 2800

Boles Rd

US 62/82



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

- Partial
- Future

Principal Arterial

- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop











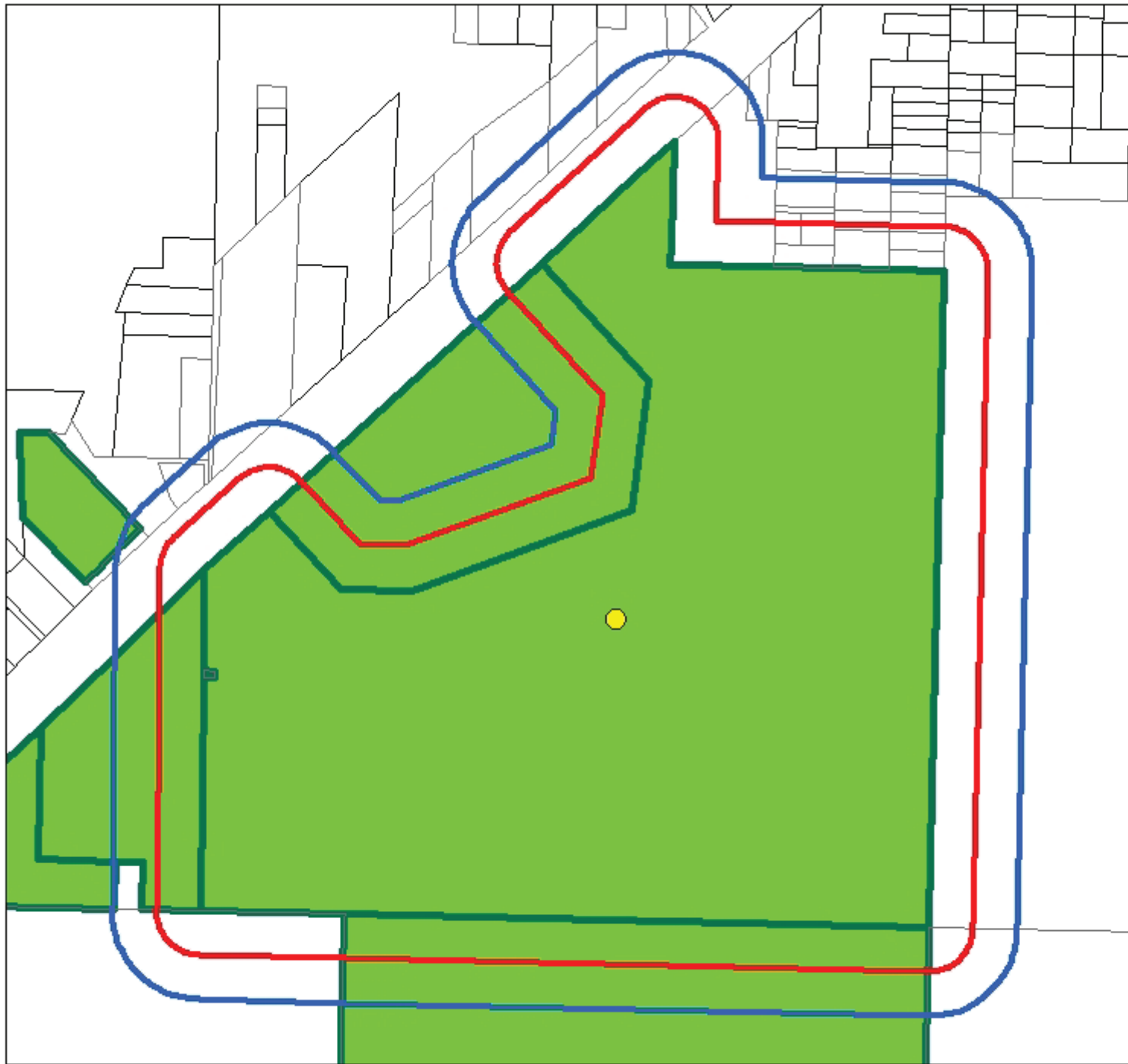
Date Exported: September 2024

PZC Mailout Notifications Received



Legend

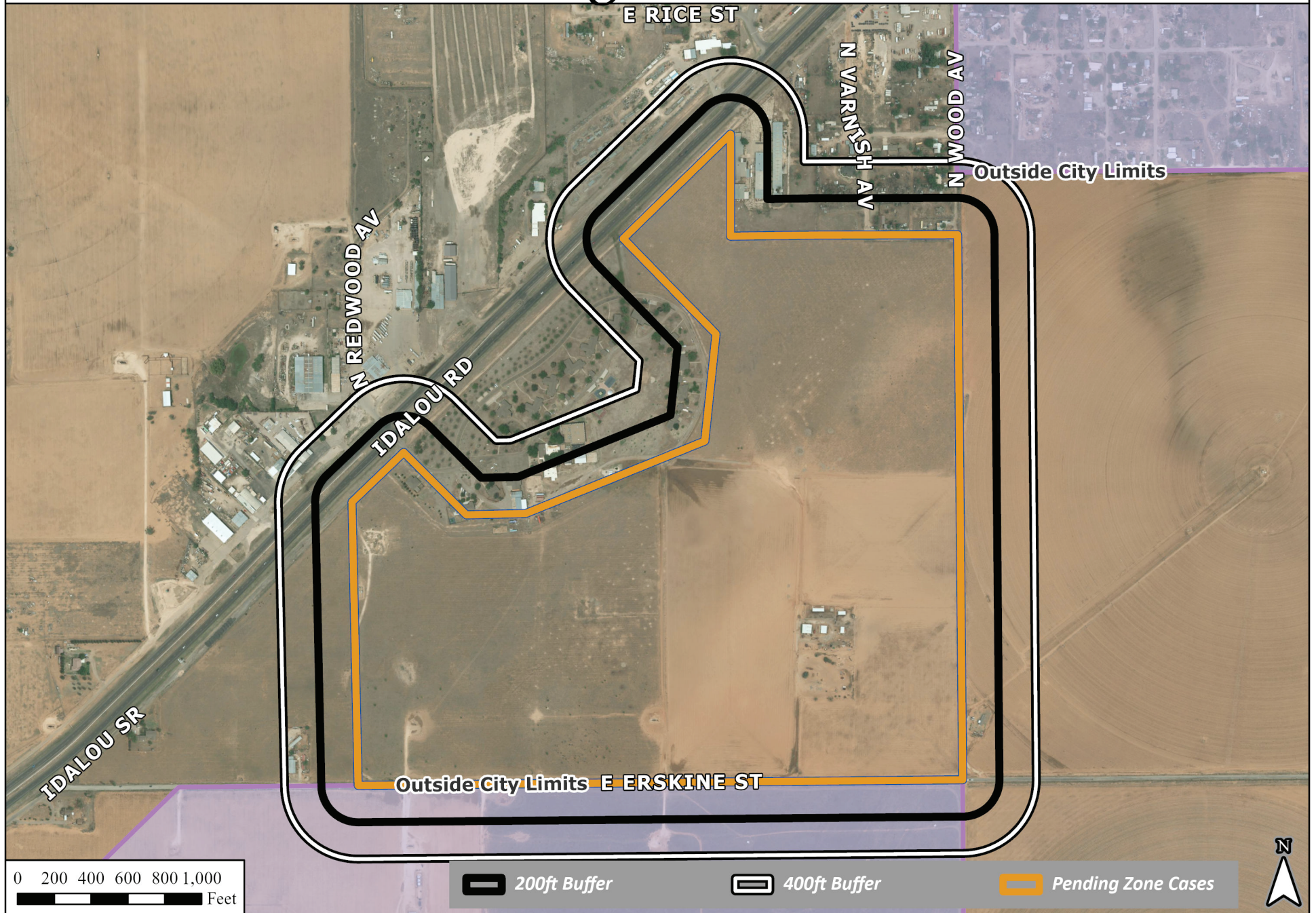
-  LocatorPnt3487
-  MailoutBuffer3487_200ft
-  MailoutBuffer3487_400ft
-  <all other values>
- Notification Result**
 -  In Favor
 -  No Feedback
 -  Opposed
 -  LCAD.DBO.TaxParcel



0 395 790 1,580 Feet

Created by Planning Department
Date: 9/25/2024

Zoning Case 3487

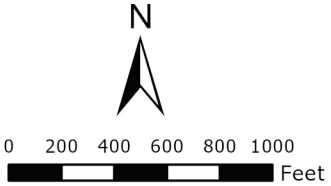
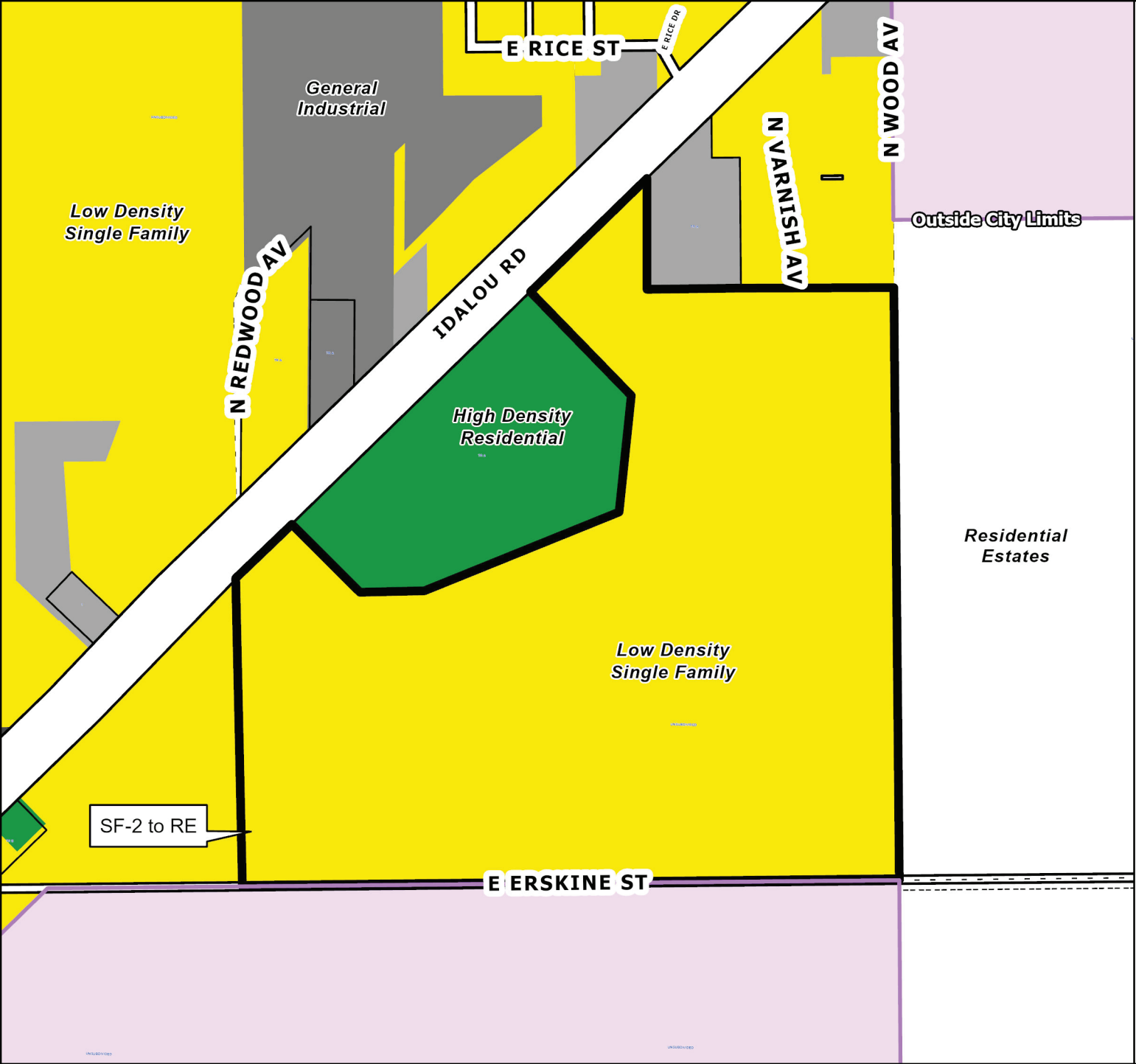


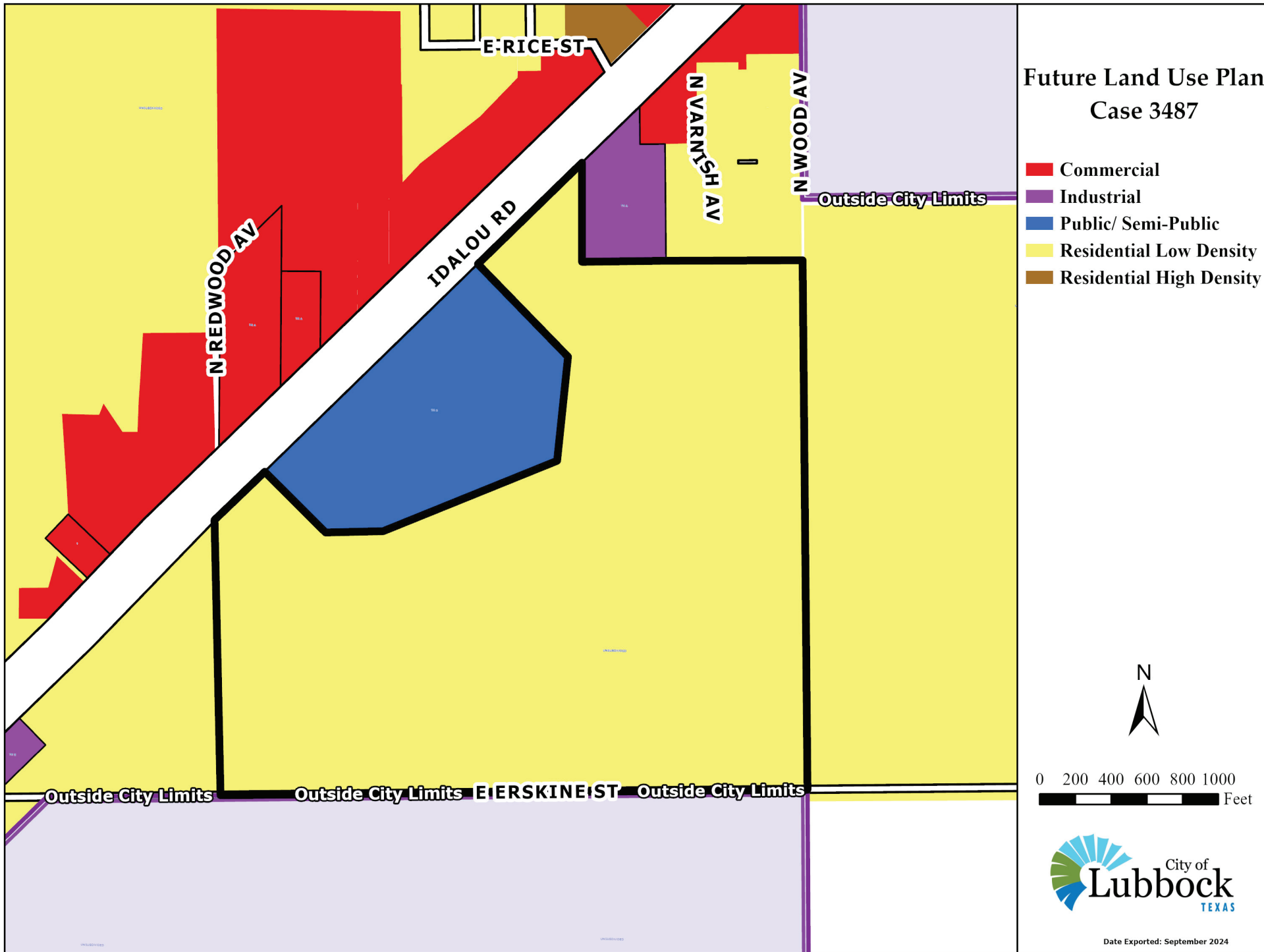
Current Zoning

3487

Zoning Districts

- General Industrial (GI)
- High Density Residential (HDR)
- Industrial Park (IP)
- Light Industrial (LI)
- Low Density Single Family (SF-2)





Future Land Use Plan
Case 3487

- Commercial
- Industrial
- Public/ Semi-Public
- Residential Low Density
- Residential High Density



0 200 400 600 800 1000 Feet



3487



Subject Property. View to the north.



View to the east.



View to the south.



View to the west.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 4404 Idalou Rd.
Lots/Tracts: Lubbock Childrens Home Tr A & Blk A Sec 25 AB 50 SE/PT
Survey & Abstract: _____
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 174.98
Existing Land Use: Residential & Agricultural Existing Zoning: SF-2
Requested Zoning: Residential Estates (RE)
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

Representative/Agent Information (if different from owner)

Firm Name: DLC Designs, LLC
Name: Amanda J King
Address: 1318 N King Ave City: Lubbock State: TX
ZIP Code: 79403 Telephone: 806-518-0207 Email: amanda.dlcdesigns@gmail.com
Applicant's Signature: *Amanda J King*
Date: 08/27/2024 Printed Name: Amanda J King

Owner Information

Firm Name: Children's Home of Lubbock
Owner: Contact: Jimmy Moore
Address: 4404 Idalou Rd City: Lubbock State: TX
ZIP Code: 79403 Telephone: 806-535-8161 Email: _____
Property Owner's Signature: _____
Date: 08/27/2024 Printed Name: Jimmy Moore

Preparer Information

Preparer's Signature: *Jimmy Moore*
Date: 08/27/2024 Printed Name: Jimmy Moore

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
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.



01 OVERALL SITE PLAN
Scale 1" = 100'

REVISIONS

DLC
DESIGNS
1318 N. King Ave.
Lubbock, TX 79403
806.516.3711
james.dlc@gmail.com

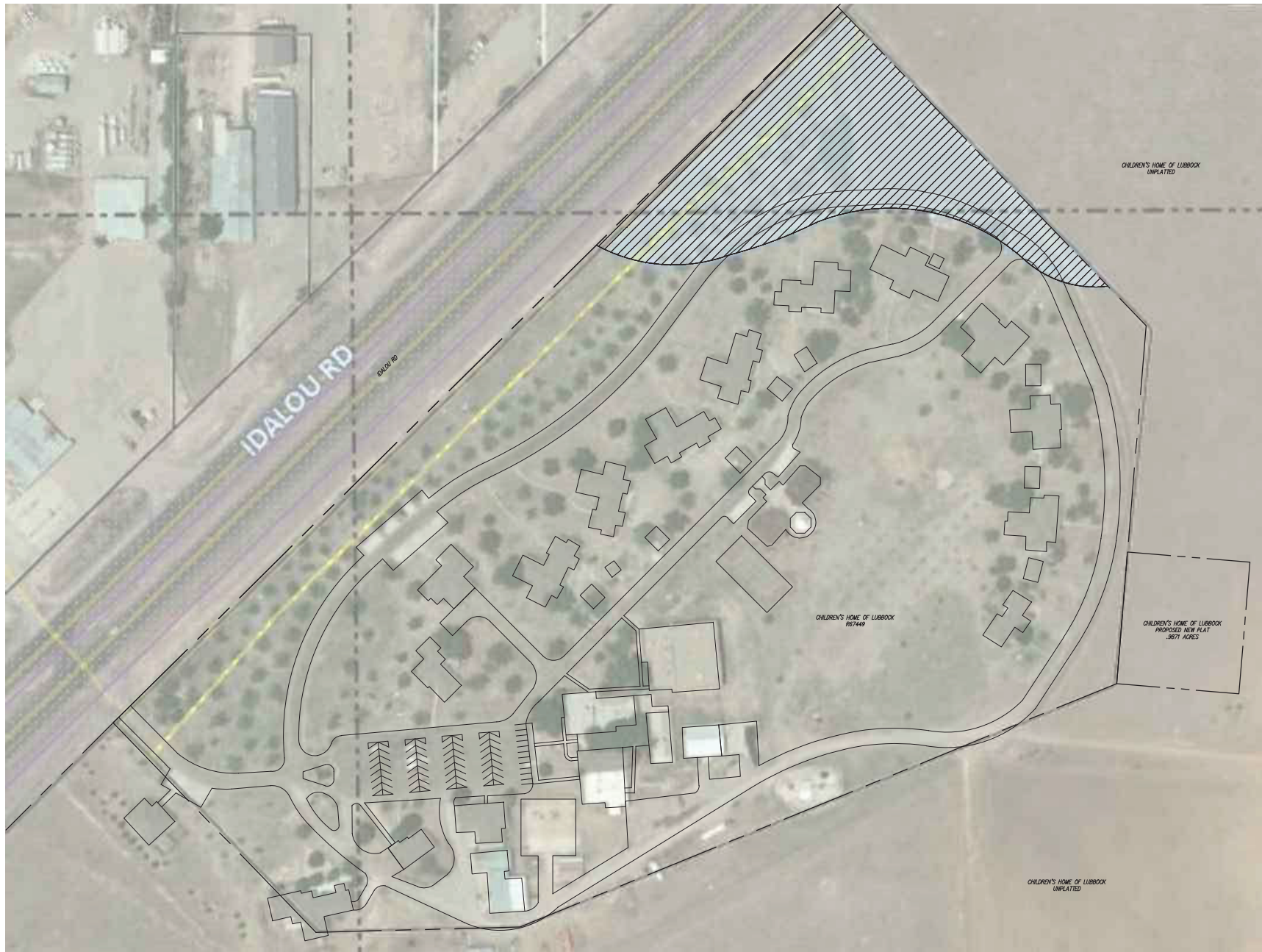
Children's Home of Lubbock
4404 Idalou Rd.
Lubbock, TX 79403

REVISIONS

PROJECT NO. 220989
DATE 7-25-2022

SHEET NO.
C1.0

1 OF 4



01 OVERALL DEVELOPED SITE PLAN
 SCALE 1" = 40'-0"

REVISIONS:

DLC
DESIGNS
 1318 N. King Ave.
 Lubbock, TX 79403
 806.516.3711
 jame@dlcdesigns@gmail.com

Children's Home of Lubbock
 4404 Idalou Rd.
 Lubbock, TX 79403

REVISIONS:

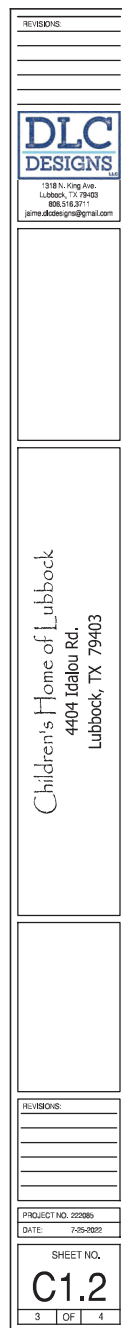
PROJECT NO. 200909

DATE: 7-25-2009

SHEET NO.

C1.1

2 OF 4



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.: **3487**

In Favor



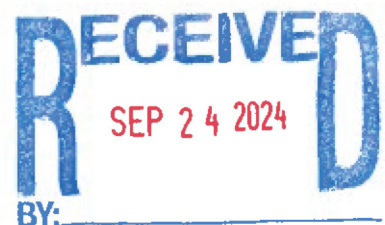
Opposed

Reasons and/or Comments:

Print Name: Rickie L Dudley
Signature: Rickie L Dudley
Address: 4305 - unit G 45. 62/82 Hwy
Address of Property Owned: 4305 - 4307
Phone Number: 806- 788-1173
Email: Rickie.d@9A@gmail.com

Zone Case Number: **3487** R315055
DUDLEY, RICKIE OWNER
4305 IDALOU RD BLDG G
LUBBOCK TX 79403

Recipient 10 of 38



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.

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Please check one of the following to indicate if you are in favor of, or opposed to, the

zone change requested by:

P&Z Case No.:

3487

In Favor

☒

Opposed

☐

Reasons and/or Comments:

Print Name

Jimmy Moore

Signature:



Address:

4404 Idulau Road

Address of Property Owned:

BLK A SEC 25 AB 50 SE/PTAKS: 142.29

Phone Number:

(806) 762-0481 ext. 208

Email:

jmoore@childshome.org

Zone Case Number: **3487**

R84927

Recipient 37 of 38

CHILDRENS HOME OF LUBBOCK

PO BOX 2824

LUBBOCK

TX 79408-2824

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.

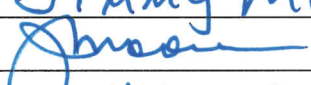
If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

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.: **3487**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name Jimmy Moore
Signature: 
Address: 4404 Idalon Road
Address of Property Owned: BLK A SEC 25 AB 50 TR 11H
Phone Number: (806) 762-0481 ext. 208
Email: jmoore@childshome.org

Zone Case Number: **3487**

R72706

Recipient 36 of 38

CHILDRENS HOME OF LUBBOCK

PO BOX 2824

LUBBOCK TX 79408-2824

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.

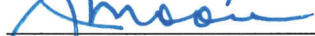
Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3487**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name Jimmy Moore

Signature: 

Address: 4404 Idalou Road

Address of Property Owned: BLK A SEC 25 AB 50 TR 10H

Phone Number: (806) 762-0481 ext. 208

Email: jmoore@childshome.org

Zone Case Number: **3487**

R72443

Recipient 33 of 38

CHILDRENS HOME OF LUBBOCK

PO BOX 2824

LUBBOCK TX 79408-2824

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.: 3487**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name: Jimmy Moore
Signature: 
Address: 4404 Idalou Road
Address of Property Owned: LUBBOCK CHILDRENS HOME TR B
Phone Number: (806) 762-0481 ext. 208
Email: jmoore@childshome.org

Zone Case Number: **3487**

R67449

Recipient 24 of 38

CHILDRENS HOME OF LUBBOCK

PO BOX 2824

LUBBOCK TX 79408-2824

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.: **3487**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name Jimmy Moore

Signature: 

Address: 4404 Idalon Road

Address of Property Owned: LUBBOCK CHILDRENS HOME TR A

Phone Number: (806) 762-0481 ext. 208

Email: jmoore@childshome.org

Zone Case Number: **3487**

R41210

Recipient 13 of 38

CHILDRENS HOME OF LUBBOCK

PO BOX 2824

LUBBOCK TX 79408-2824

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 2): Consider Ordinance No. 2024-O0132, for Zone Case 2565-H, a request of Indira and Vipul Patel, for a zone change from Heavy Commercial District (HC) to Medium Density Residential District (MDR), at 5930 Avenue Q South Drive and 5903 Avenue L, located east of Avenue L and south of 58th Street, Carlton Heights Addition, Block A and approximately 8.16 acres of unplatted land out of Block E, Section 2.

Item Summary

On October 22, 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 October 3, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2565-H
Staff Report 2565-H
Documentation 2565-H

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2565-H; A ZONING CHANGE FROM HC TO MDR ZONING DISTRICT AT 5930 AVENUE Q SOUTH DRIVE AND 5903 AVENUE L, LOCATED EAST OF AVENUE L AND SOUTH OF 58TH STREET, CARLTON HEIGHTS ADDITION, BLOCK A AND APPROXIMATELY 8.16 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 2, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the 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. 2565-H

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **HC** to **MDR** zoning district at **5930 Avenue Q South Drive and 5903 Avenue L, located east of Avenue L and south of 58th Street, Carlton Heights Addition, Block A and approximately 8.16 acres of unplatted land out of Block E, Section 2, City of Lubbock, Lubbock County, Texas, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

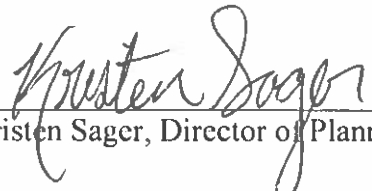
Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2565-H
October 3, 2024

PERIMETER AND IMPROVEMENT SURVEY OF A 2.849 ACRE
PORTION OF BLOCK A

CARLTON HEIGHTS

AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE
MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 704, PAGE 240 OF
THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS

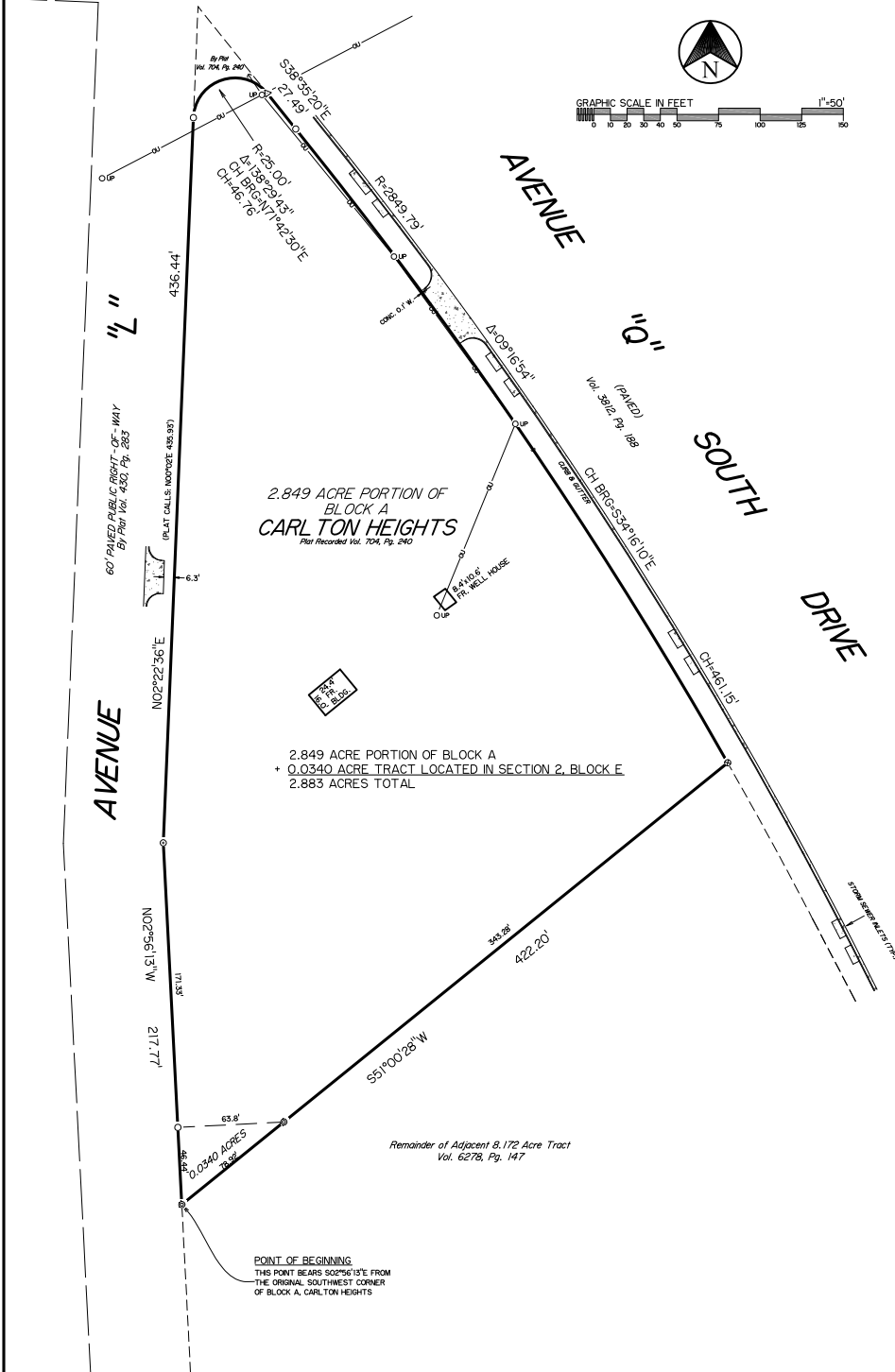
AND

A 0.0340 ACRE TRACT LOCATED IN THE SOUTHWEST QUARTER OF

SECTION 2, BLOCK E

LUBBOCK COUNTY, TEXAS

Exhibit "A"



METES AND BOUNDS DESCRIPTION of a 2.849 acre portion of Block A, Carlton Heights, an Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 704, Page 240 of the Deed Records of Lubbock County, Texas and a 0.0340 acre tract out of a 8.172 acre tract described as "Tract 2" in Volume 6278, Page 147 of the Real Property Records of Lubbock County, Texas, located in the Southwest Quarter of Section 2, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the East right-of-way line of Avenue "L", granted by plat recorded in Volume 430, Page 283 of the Deed Records of Lubbock County, Texas, for the Southwest corner of this tract which bears S. 02°56'13" E. a distance of 46.44 feet from a 1/2" iron rod found at the Northwest corner of said 8.172 acre tract and the original Southwest corner of said Block A;

THENCE N. 02°56'13" W., along said East right-of-way line distance of 171.33 feet to a 1/2" iron rod with cap marked "RPLS No. 1676" found at a point of intersection;

THENCE N. 02°22'36" E., continuing along said East right-of-way line, a distance of 436.44 feet (plat calls: N. 00°02' E. 435.93 feet) to a 1/2" iron rod found at a point of intersection;

THENCE Northeasterly, around a curve to the right, said curve having a radius of 25.00 feet, a central angle of 138°29'43", a chord bearing of N. 71°42'30" E. and a chord distance of 46.76 feet to a TXDOT brass cap right-of-way monument found in the West right-of-way line of Avenue "Q" South Drive, as described Volume 3812, Page 188 of the Real Property Records of Lubbock County, Texas, at a point of intersection;

THENCE S. 38°35'20" E., along said West right-of-way line, a distance of 27.49 feet to a 1/2" iron rod found at a point of intersection;

THENCE Southeasterly, along said West right-of-way line, around a curve to the right, said curve having a radius of 2849.79 feet, a central angle of 09°16'54", a chord bearing of S. 34°16'10" E. and a chord distance of 461.15 feet to a 3/8" iron rod found at the Northeast corner of said 8.172 acre tract and the Southeast corner of this tract;

THENCE S. 51°00'28" W., along the Northern boundary of said 8.172 acre tract, at 343.28 feet to a 1/2" iron rod with cap set for a corner of said 8.172 acre tract and a corner of said Block A, continuing for a total distance of 422.20 feet to the Point of Beginning.

Contains: 124,093 square feet in Block A
+ 1,481 square feet in Section 2, Block E
125,574 square feet total or 2.883 acres total

Bearings are relative to the Southern boundary of a 8.172 acre tract as described in Volume 6278, Page 147 of the Real Property Records of Lubbock County, Texas.

CERTIFICATION TO: Baker, Brown & Thompson, P.C. ONLY

I, Brent Carroll, Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.
February 18, 2014
Revised February 27, 2014 to change boundary
Revised February 28, 2014 to correct plat.

Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas

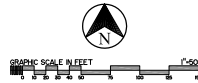
No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

NOTES:
CONTROL MONUMENTS AS FOUND & SHOWN
FENCES AS SHOWN
○ - FOUND 1/2" IRON ROD WITH CAP MARKED "RPLS No. 1676"
● - SET 1/2" IRON ROD WITH CAP
○ - FOUND 1/2" IRON ROD
● - FOUND 3/8" IRON ROD
△ - FOUND TXDOT BRASS CAP RIGHT-OF-WAY MONUMENT
□ - CONCRETE
○ - UTILITY POLE
— - GUY WIRE
— - OVERHEAD UTILITY LINES
140132 / SLG (GB)

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REED
LAND SURVEYORS
AND ASSOCIATES, INC.
CIVIL ENGINEERS
1901 AVENUE J
LUBBOCK, TEXAS 79401
PHONE 806 / 755-6640
FAX 806 / 755-0851
Copyright 2014, Hugo Reed and Associates, Inc. for the sole use of Title Co.
for G.P. and any other identifier as indicated in the certificate shown herein

PERIMETER AND IMPROVEMENT SURVEY
OF A 8.138 ACRE TRACT LOCATED
IN THE SOUTHWEST QUARTER OF
SECTION 2, BLOCK E
LUBBOCK COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION of a 8.138 acre tract of land out of a 8.172 acre tract described as "Tract 2" in Volume 6278, Page 147 of the Real Property Records of Lubbock County, Texas, located in the Southwest Quarter of Section 2, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found in the East right-of-way line of Avenue "L", granted by plat recorded in Volume 430, Page 283 of the Deed Records of Lubbock County, Texas, at the Northwest corner of Tract "A", Commonwealth Addition, to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 7129, Page 153 of the Real Property Records of Lubbock County, Texas and the Southwest corner of this tract which bears East a distance of 1267.31 feet and South a distance of 1401.21 feet from the Northwest corner of the Southwest Quarter of Section 2, Block E, Lubbock County, Texas;

THENCE N. 02°50'13" W. (deed calls: N. 02°56'34" W.), along said East right-of-way line a distance of 699.22 feet to a 1/2" iron rod with cap set for the Northwest corner of said Block A, continuing along the Southern boundary of said Block A, a total distance of 422.20 feet to a 3/8" iron rod found in the West right-of-way line of Avenue "Q" South Drive, as described in Volume 1977, Page 27 of the Deed Records of Lubbock County, Texas, at the Northeast corner of this tract;

THENCE N. 87°03'26" E., at 78.92 feet pass a 1/2" iron rod with cap set for a corner of said Block A, continuing along the Southern boundary of said Block A, a total distance of 422.20 feet to a 3/8" iron rod found in the West right-of-way line of Avenue "Q" South Drive, as described in Volume 1977, Page 27 of the Deed Records of Lubbock County, Texas, at the Northeast corner of this tract;

THENCE Southeastly, along said West right-of-way line, around a curve to the right, said curve having a radius of 2849.79 feet, a central angle of 02°08'54", a chord bearing of S. 28°30'32" E. and a chord distance of 106.55 feet to a broken concrete right-of-way monument, for a point of intersection;

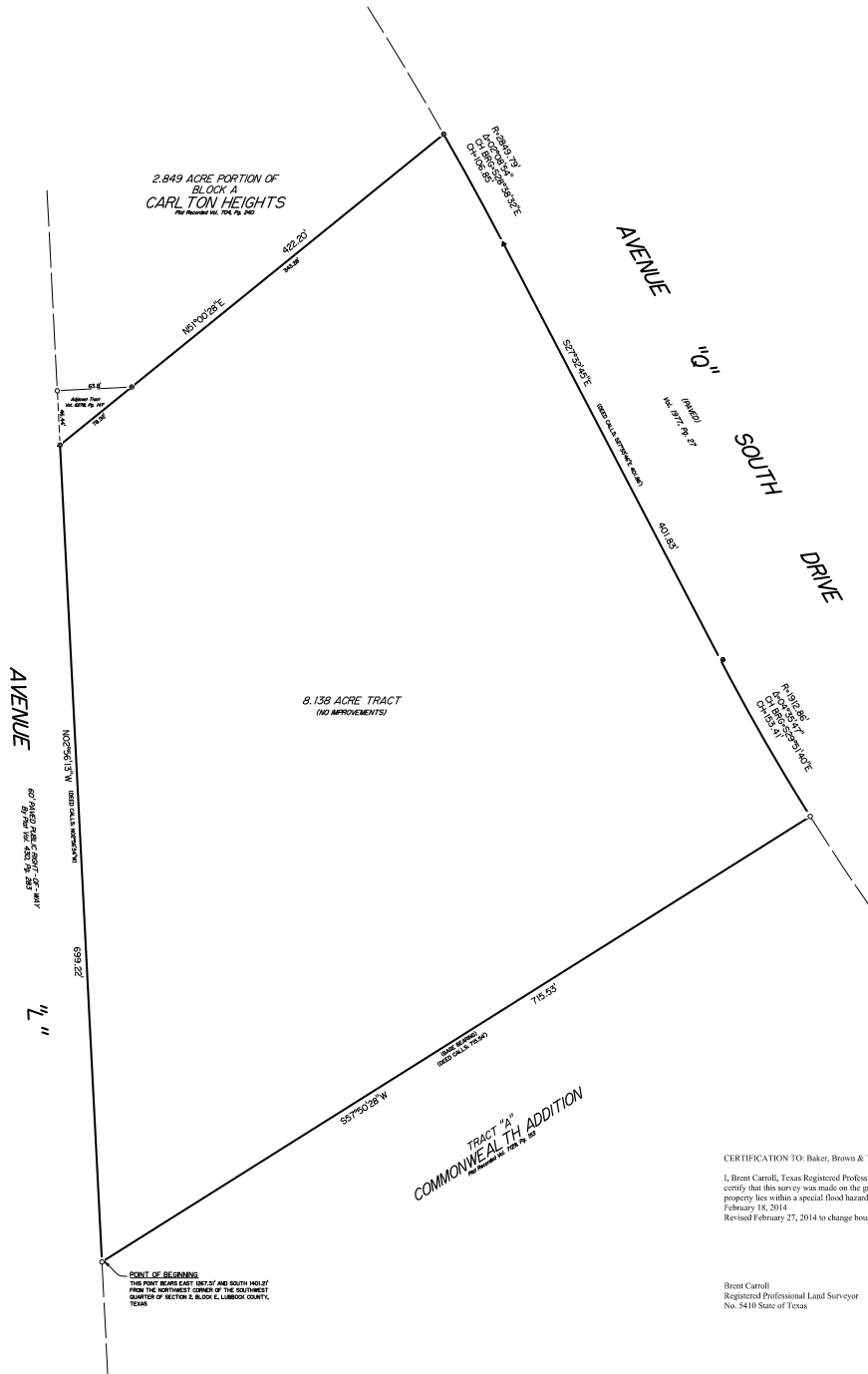
THENCE S. 27°32'45" E., continuing along said West right-of-way line, a distance of 401.83 feet (deed calls: S. 27°33'40" E., a distance of 401.86 feet) to a "cross foot" cut in a concrete right-of-way monument, for a point of intersection;

THENCE Southeastly, continuing along said West right-of-way line, around a curve to the left, said curve having a radius of 1912.86 feet, a central angle of 04°55'47", a chord bearing of S. 29°51'40" E. and a chord distance of 153.41 feet to a 1/2" iron rod found at the Northeast corner of said Tract "A", Commonwealth Addition and the Southeast corner of this tract;

THENCE S. 57°50'28" W., along the Northern boundary of said Tract "A", a distance of 715.53 feet (deed calls: 715.54 feet) to the Point of Beginning.

Contains: 354,491 square feet

Bearings are relative to the Southern boundary of this tract as described in Volume 6278, Page 147 of the Real Property Records of Lubbock County, Texas



CERTIFICATION TO: Baker, Brown & Thompson, P.C. ONLY

I, Brent Carroll, Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.
February 18, 2014
Revised February 27, 2014 to change boundary

Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas

NOTES:
CONTROL MONUMENTS AS FOUND & SHOWN
FENCES AS SHOWN
• SET 1/2" IRON ROD WITH CAP
• FOUND 1/2" IRON ROD
• FOUND 3/8" IRON ROD
• CUT "CROSS FOOT" IN CONCRETE RIGHT-OF-WAY MONUMENT
• SET 600 NAIL IN BROKEN CONCRETE RIGHT-OF-WAY MONUMENT
140132 / 5410 (68)

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

WARNING
This plat is invalid unless it bears an original
signature across an embossed seal.

LUBBOCK RECORDS
LUBBOCK COUNTY, TEXAS
CLERK OF COURTS
1000 TEXAS STREET, SUITE 100
LUBBOCK, TEXAS 79401
(806) 741-1234
www.lubbockrecords.com

Copyright 2014, MapTech and Associates, Inc. for the City of Lubbock, Texas
1000 TEXAS STREET, SUITE 100
LUBBOCK, TEXAS 79401
(806) 741-1234
www.lubbockrecords.com

Staff Report		Zone Case 2565-H
City Council Meeting		October 22, 2024

Applicant Indira and Vipul Patel

Property Owner Indira and Vipul Patel

Council District 2

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- December 15, 1949, Ordinance No. 947: The subject properties were annexed into city limits and zoned Heavy Manufacturing District (M-2).
- August 14, 1986, Zone Case 2565, Ordinance No.8947: The subject properties were rezoned from M-2 to Interstate Highway Commercial District (IHC).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject properties were rezoned from IHC to Heavy Commercial District (HC) with the adoption of the Unified Development Code.
- October 3, 2024, Zone Case 2565-H: The Planning and Zoning Commission recommended approval of a zone change from HC to Medium Density Residential District (MDR), by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 69
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The northern subject property is addressed as 5930 Avenue Q South Drive and was platted as Carlton Heights Addition, Block A on August 13, 1958. The southern property is addressed as 5903 Avenue L and consists of approximately 8.16 acres of unplatted land out of Block E, Section 2. 5930 Avenue Q South Drive was developed with a nursery, built before December 1955. The structure was demolished prior to 2022. 5903 Avenue L is currently undeveloped vacant land.

Adjacent Property Development

The properties to the north are developed with a car wash and apartments, zoned HC and High Density Residential District (HDR) respectively. The properties to the east are developed with hotels, zoned HC. The property to the south is a hospital, zoned HC. The properties to the west are single-family homes, zoned Low Density Single-Family District (SF-2).

Zoning Request and Analysis

Item Summary

The subject properties are addressed as 5930 Avenue Q South Drive and 5903 Avenue L, located east of Avenue L and south of 58th Street, Carlton Heights Addition, Block A and approximately 8.16 acres of unplatted land out of Block E, Section 2. The applicant requests a zone change from Heavy Commercial District (HC) to Medium Density Residential District (MDR).

Current zoning: Heavy Commercial District (HC)

Requested zoning: Medium Density Residential District (MDR)

Intent Statements

The purpose of the current HC zoning is “to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise.”

The intent of the requested MDR zoning is “to provide for a village neighborhood environment of smaller-sized lots, to include dwellings such as duplexes, townhouses, and multiplexes.”

Traffic Network/Infrastructure Impacts

The property is located east of Avenue L, which is designated as a Local Street and west of Avenue Q South Drive, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Principal Arterials provide connectivity across the transportation network serving high volume needs of local and regional traffic. Local Streets typically provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. Currently the property is near low density and high density residential districts. The applicant is proposing an apartment complex.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Commercial land uses. While this request does not conform to this designation, it would be appropriate as a buffer for the existing single-family homes from Avenue Q South Drive. Therefore, this request is in moderate conformance with the Comprehensive Plan Principles.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed district, as it would not change the characteristics of the existing neighborhood.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and Supporting Documentation

Staff Contacts

Victoria Lewelling
Planner
Planning Department
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vwelling@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2565-H



Allowable Uses: [Medium Density Residential District \(MDR\)](#)

Transportation: The proposed development has access points from Avenue Q South Drive and Avenue L.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Avenue Q South Drive, Principal Arterial, Completed	R.O.W. 170 feet, eight-lane, divided, paved	R.O.W. 110 feet, five-lane, divided, paved
Avenue L, Local Street, Completed	R.O.W. 60 feet, two-lane, undivided, paved	N/A

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 2

3.3 **Zone Case 2565-H:** Indira and Vipul Patel, request for a zone change from Heavy Commercial District (HC) to Medium Density Residential District (MDR), at:

- 5930 Avenue Q South Drive and 5903 Avenue L, located east of Avenue L and south of 58th Street, Carlton Heights Addition, Block A and approximately 8.16 acres of unplatted land out of Block E, Section 2.

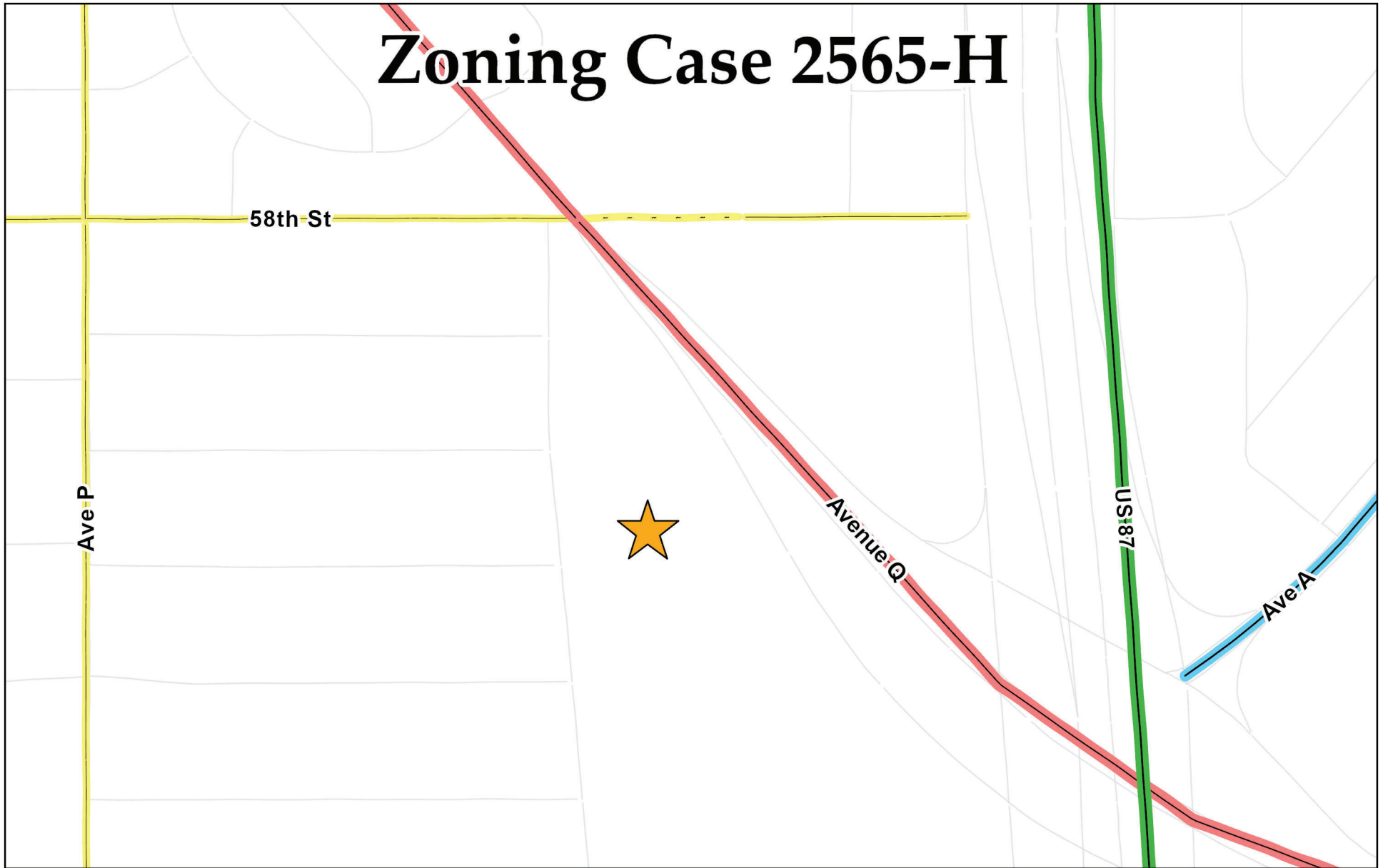
PLANNER VICTORIA LEWELLING gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT VINME PATEL, 501 Avenue Q, discussed the proposed apartment complex and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 2565-H**, a motion was made by **SUSAN TOMLINSON** and seconded by **ZACH SAWYER** to approve the request as presented. The Commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 2565-H



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

- Partial
- Future

Principal Arterial

- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop



Date Exported: September 2024

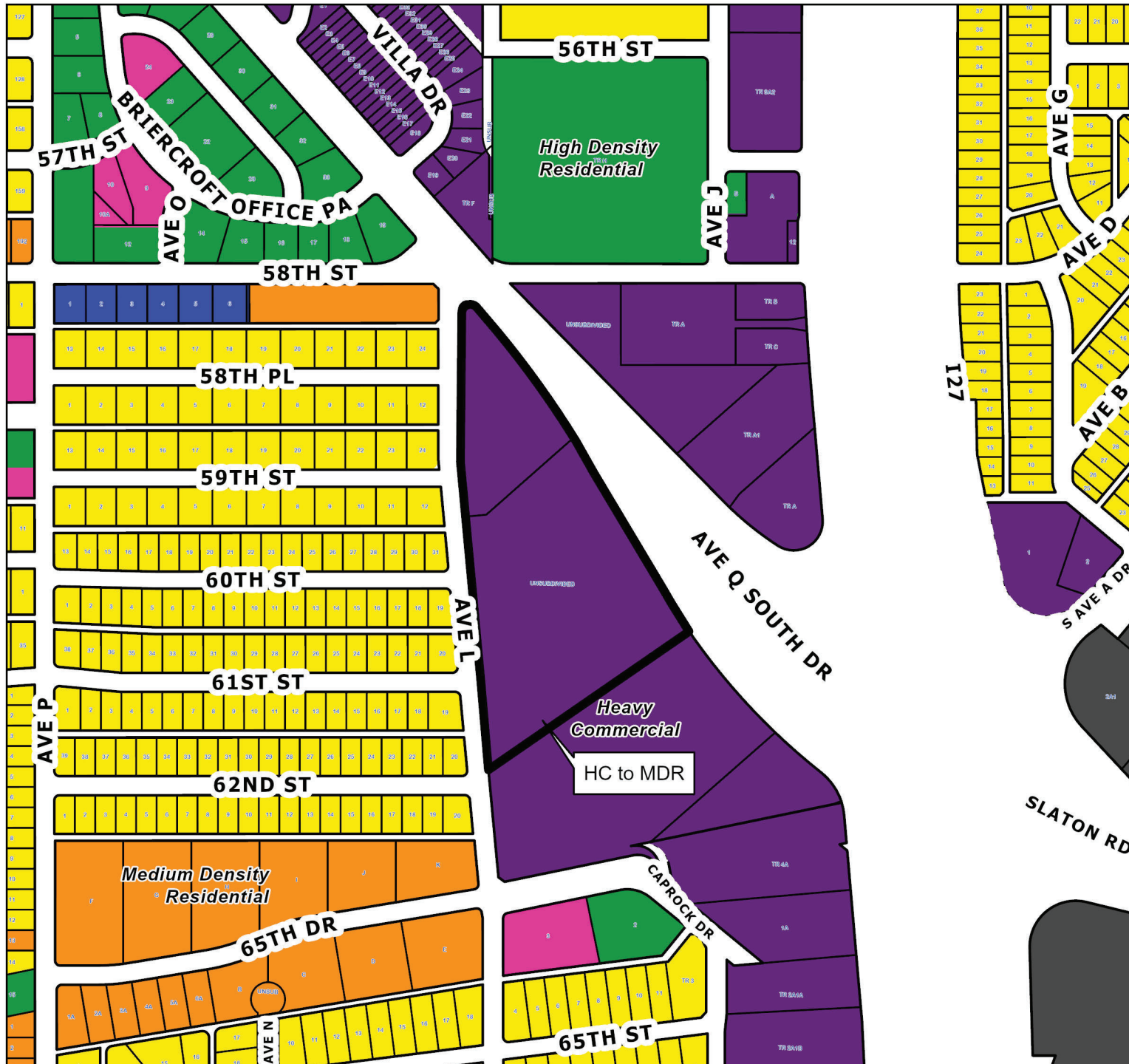
Zoning Case 2565-H



Current Zoning 2565-H

Zoning Districts

- Heavy Commercial (HC)
- High Density Residential (HDR)
- Industrial Park (IP)
- Medium Density Residential (MDR)
- Neighborhood Commercial (NC)
- Office (OF)
- Low Density Single Family (SF-2)



0 100 200 300 400 500
Feet



Date Exported: September 2024

- Commercial**
- Office**
- Industrial**
- Parks**
- Public/ Semi-Public**
- Residential Low Density**
- Residential Medium Density**
- Residential High Density**



2565-H



View east. Subject property.



View north.



View west.



View south.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: R7B662 R100196
5903 AVE L, 5930 AVE Q
Lots/Tracts: _____
Survey & Abstract: _____
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 12
Existing Land Use: _____ Existing Zoning: HC
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: _____
Name: _____
Address: _____ City: _____ State: _____
ZIP Code: _____ Telephone: _____ Email: _____
Applicant's Signature: _____
Date: _____ Printed Name: _____

Owner Information

Firm Name: _____
Owner: INDIRA & VIPUL PATEL
Address: 501 AVE Q City: LUBBOCK State: TX.
ZIP Code: 79401 Telephone: 806-445-5162 Email: IND - VIP @YAHOO.COM
Property Owner's Signature: Indira Patel
Date: 7/23/24 Printed Name: INDIRA PATEL

Preparer Information

Preparer's Signature: _____
Date: _____ Printed Name: INDIRA PATEL

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.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2024-00143, for Zone Case 1542-V, a request of Lubbock Smoke Shop, LLC for Lubbock Commercial Buildings, Inc., for a zone change from Neighborhood Commercial District (NC) to Neighborhood Commercial District (NC) Specific Use for a smoke shop, at 7310 Quaker Avenue located west of Quaker Avenue and north of 74th Street, Furr Wolf Addition, Block 2, Lot 2-A-1-B.

Item Summary

On October 22, 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 October 3, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 1542-V
Staff Report 1542-V
Documentation 1542-V

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1542-V; A ZONING CHANGE FROM NC TO NC SPECIFIC USE FOR A SMOKE SHOP, AT 7310 QUAKER AVENUE LOCATED WEST OF QUAKER AVENUE AND NORTH OF 74TH STREET, FURR WOLF ADDITION, BLOCK 2, LOT 2-A-1-B, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the 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. 1542-V

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from NC to NC Specific Use for a **smoke shop** zoning district at **7310 Quaker Avenue located west of Quaker Avenue and north of 74th Street, Furr Wolf Addition, Block 2, Lot 2-A-1-B, City of Lubbock, Lubbock County, Texas.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 2023-O0054, as

amended, including particularly, but not limited to, Section 39.07.012 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the NC zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 39.02.019 and Table 39.02.016-1 of Codified Zoning Ordinance No. 2023-00054 on the property described as **7310 Quaker Avenue located west of Quaker Avenue and north of 74th Street, Furr Wolf Addition, Block 2, Lot 2-A-1-B**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Staff Report		Zone Case 1542-V
City Council Meeting		October 22, 2024

Applicant Lubbock Smoke Shop LLC

Property Owner Lubbock Commercial Buildings, Inc.

Council District 4

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 002535: The subject property was annexed into city limits and zoned Transition District (T).
- June 11, 1959, Zone Case 0769, Ordinance No. 002813: The property was rezoned from T to Single-Family District (R-1).
- July 11, 1968, Zone Case 1542, Ordinance No. 005486: The property was rezoned from R-1 to Local Retail District (C-2) with conditions.
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from C-2 with conditions to Neighborhood Commercial District (NC) with the adoption of the Unified Development Code.
- October 3, 2024, Zone Case 1542-V: The Planning and Zoning Commission recommended approval of a request for Specific Use for a smoke shop on property zoned Neighborhood Commercial District (NC), by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 29
- Received In Favor: 0
- Received In Opposition: 8 (1 outside of the notification boundary)

Site Conditions and History

The subject property was originally platted on January 12, 1979 as Furr-Wolf Addition, Block 2, Lot 2. The property was later replatted as Lot 2-A and Lot 2-A-1 on January 11, 1984 and April 29, 1986, respectively. The property was finally replatted on July 22, 1987, as Furr-Wolf Addition, Block 2, Lot 2-A-1-B and is currently developed with a commercial building, built in 2003.

Adjacent Property Development

To the north of the subject property is a restaurant zoned Heavy Commercial District (HC), to the east is commercial property zoned Auto-Urban Commercial District (AC), to the south is an apartment complex zoned High Density Residential District (HDR) and commercial property zoned NC, and to the west are commercial properties zoned NC.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7310 Quaker Avenue, located west of Quaker Avenue and north of 74th Street, Furr-Wolf Addition, Block 2, Lot 2-A-1-B. The applicant is requesting a zone change from Neighborhood Commercial District (NC) to Neighborhood Commercial District (NC) Specific Use for a smoke shop.

Current zoning: Neighborhood Commercial District (NC)

Requested zoning: **Neighborhood Commercial District (NC) Specific Use for a smoke shop**

Purpose Statements

The purpose of the Neighborhood Commercial District (NC) is “to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses.”

The purpose of a Specific Use approval is “to ensure that a use that generally deemed incompatible with permitted uses in a given zoning district can be considered for approval with certain conditions placed on the use as denoted in this Section [39.02.019].”

Traffic Network/Infrastructure Impacts

The location is on Quaker Avenue, which is designated as a Principal Arterial, and 74th Street, which is designated as a Collector, by the Master Thoroughfare Plan, 2018. Principal Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. Collectors provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property

The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development. The applicant is requesting the Specific Use to allow for a smoke shop.

Conformance with Zoning Ordinance

The proposed Specific Use is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed Specific Use, as it would not change the characteristics of the existing commercial development.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Photos
- G. Application and Supporting Documentation
- H. Notification Responses

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 1542-V



Allowable Uses: [Neighborhood Commercial District \(NC\); Specific Use for a Smoke Shop](#)

Transportation: The proposed development has points of access from 74th Street and Quaker Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Quaker Avenue, <i>Principal Arterial, Completed</i>	R.O.W. 105 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
74 th Street, <i>Collector Street, Completed</i>	R.O.W. 60 feet, three-lane, Undivided, paved	R.O.W. 64 feet, four-lane, Undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 4

3.4 **Zone Case 1542-V:** Lubbock Smoke Shop LLC for Lubbock Commercial Buildings, Inc., request for a zone change from Neighborhood Commercial District (NC) to Neighborhood Commercial District (NC) Specific Use for a smoke shop, at:

- 7310 Quaker Avenue located west of Quaker Avenue and north of 74th Street, Furr Wolf Addition, Block 2, Lot 2-A-1-B.

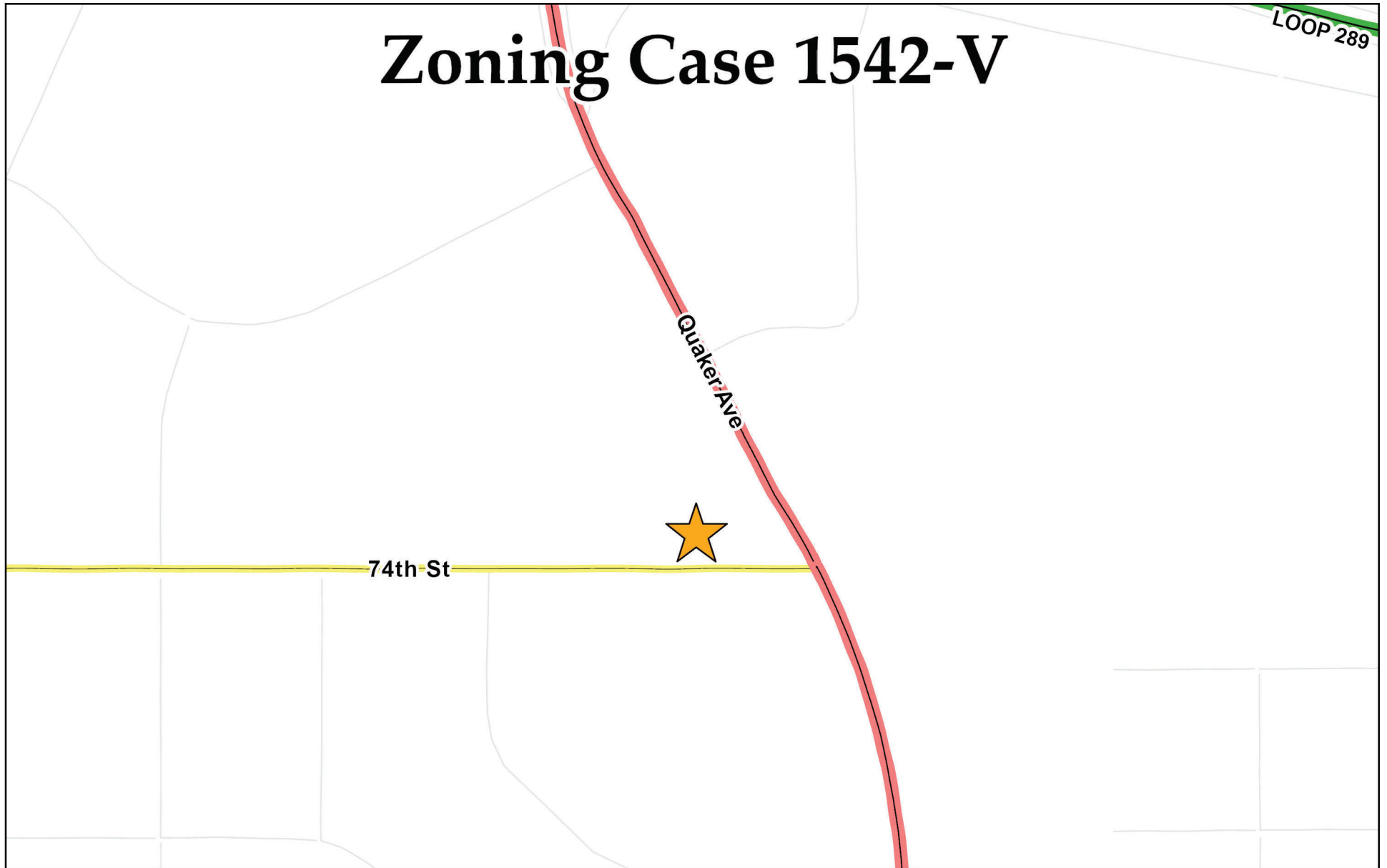
PLANNER GREGORY HERNANDEZ gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT ABU GHALAIN, 8491 Elm Street, in Omaha, Nebraska, provided examples of current smoke shops their company owns and gave comments about the proposed smoke shop.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 1542-V**, a motion was made by **ZACH SAWYER** and seconded by **SUSAN TOMLINSON** to approve the request as presented. The Commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 1542-V



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

- Partial
- Future

Principal Arterial

- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop







Date Exported: September 2024




PZC Mailout Notifications Received



Legend

-  LCAD.DBO.TaxParcel
-  LocatorPnt1542_V
-  MailoutBuffer1542_V_400ft
-  MailoutDuffer1542_V_200ft

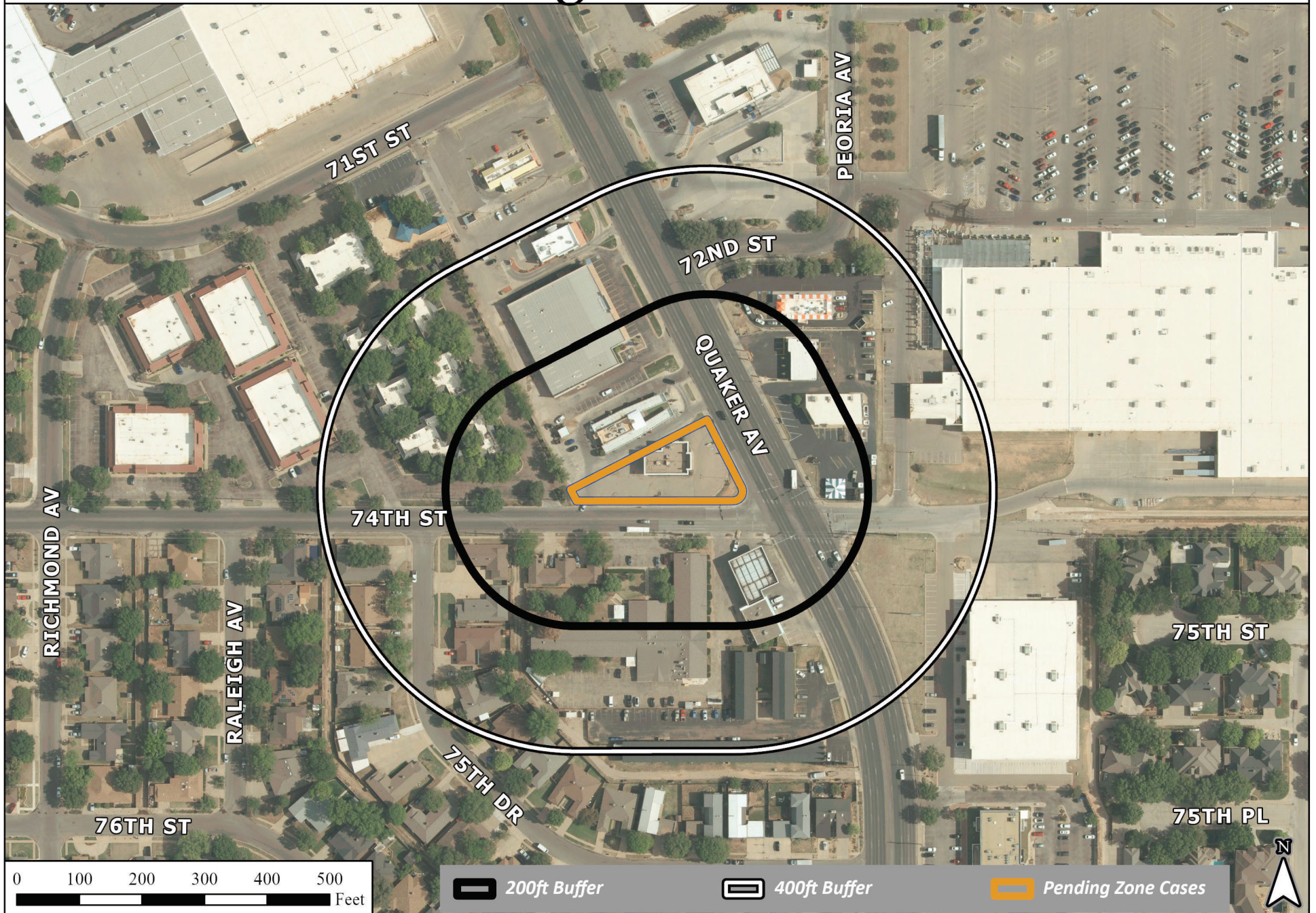
Notification Result

-  In Favor
-  No Feedback
-  Opposed



Created by Planning Department
Date: 10/1/2024

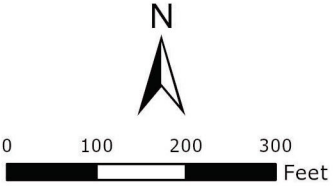
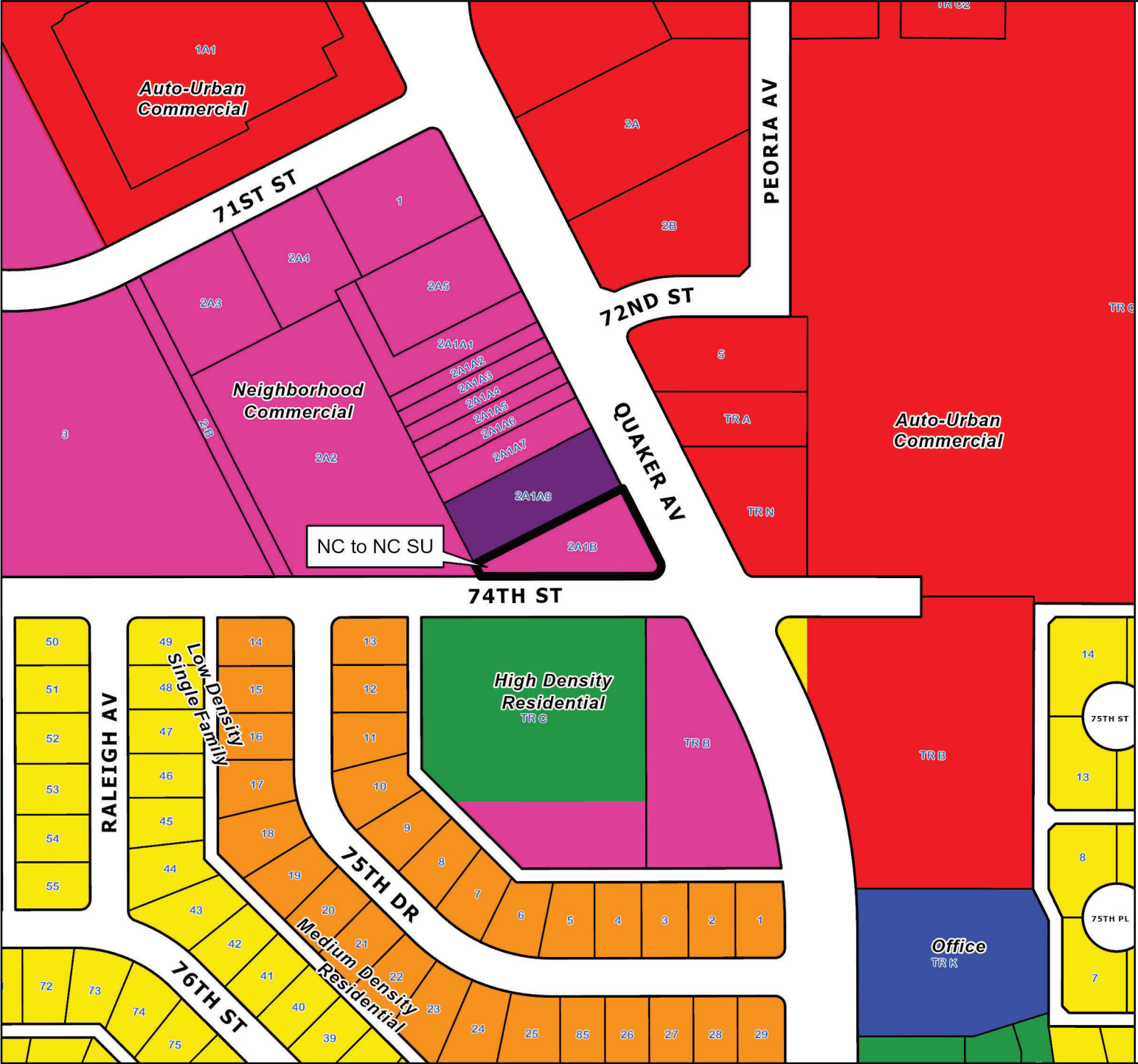
Zoning Case 1542-V



Current Zoning 1542-V

Zoning Districts

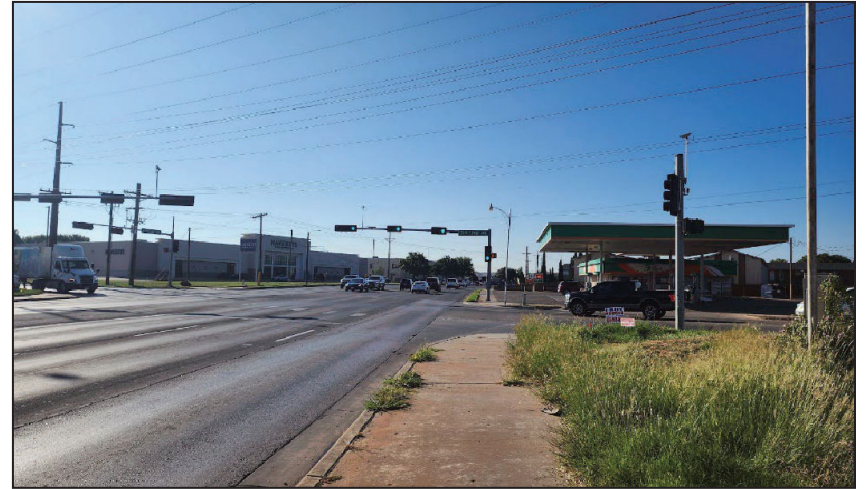
- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- High Density Residential (HDR)
- Medium Density Residential (MDR)
- Neighborhood Commercial (NC)
- Office (OF)
- Low Density Single Family (SF-2)



1542-V



View west. Subject property.



View south.










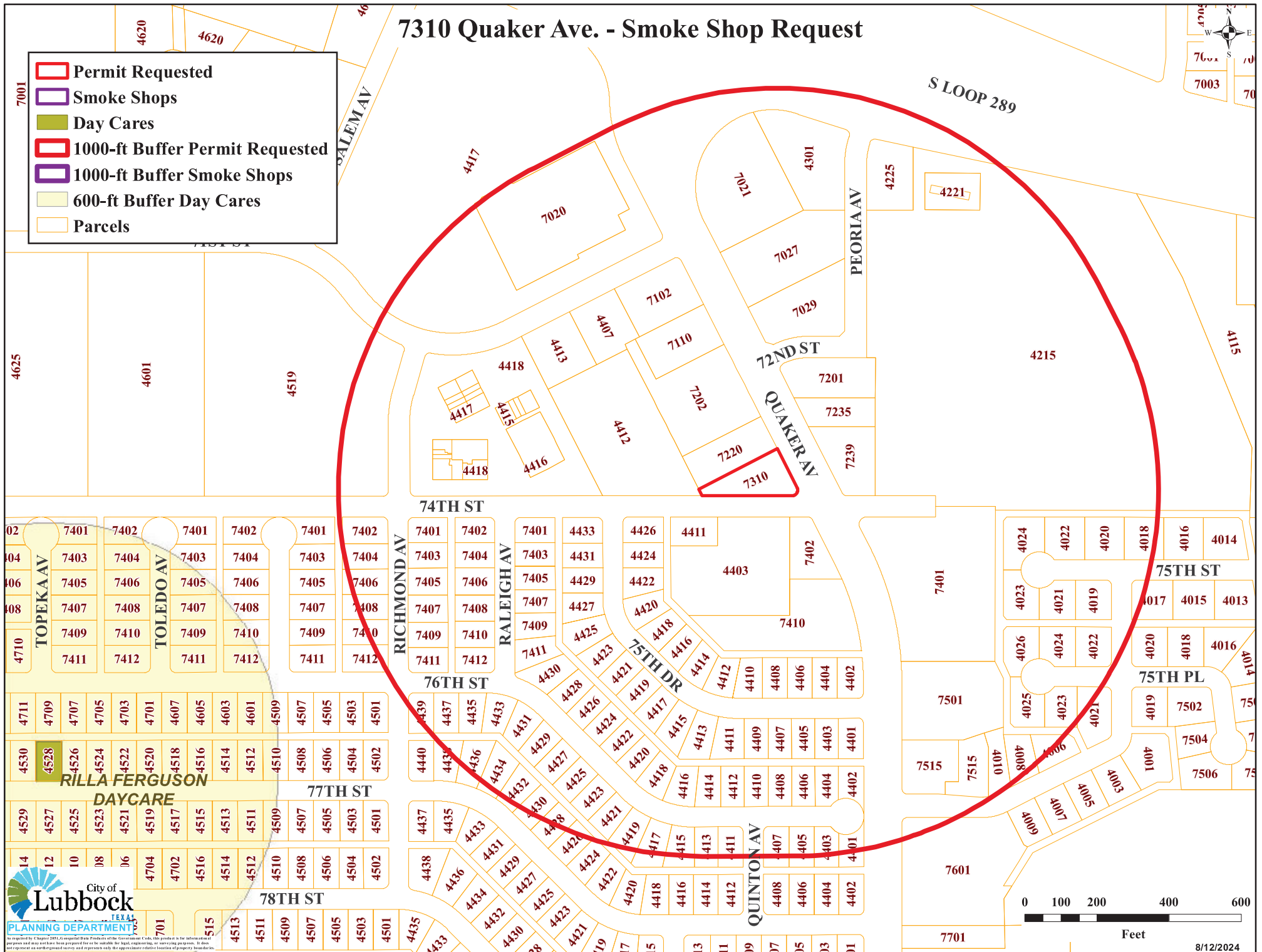
View east.



View west.

7310 Quaker Ave. - Smoke Shop Request

-  Permit Requested
-  Smoke Shops
-  Day Cares
-  1000-ft Buffer Permit Requested
-  1000-ft Buffer Smoke Shops
-  600-ft Buffer Day Cares
-  Parcels



MIDWEST SMOKE SHOP

VAPE • CBD • KRATOM • PIPES • TOBACCO • CIGARS

PE KRATOM

DELTA8

1105

CBD

GIGAR



WALL

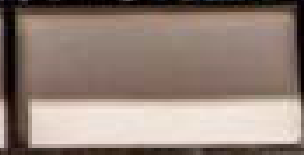
WHY PAY
MORE?

at Price
\$3.14

VIP Smoke Shop



— 42° —



VIP SMOKE SHOP

VAPE CBD DELTA-8 KRATOM PIPE CIGARS TOBACCO





Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7310 Quaker Ave, Lubbock, TX 79424
 Lots/Tracts: _____
 Survey & Abstract: _____
 Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: _____
 Existing Land Use: _____ Existing Zoning: _____
 Requested Zoning: Applying for a Limited use for a Smoke/Vape Shop
 If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Lubbock Smoke Shop LLC
 Name: Hafdalla Alahdal
 Address: 430 Conner Grant Rd City: New Bern State: NC
 ZIP Code: 28562 Telephone: 252-876-8417 Email: khlimited_service@outlook.com
 Applicant's Signature: Hafdalla Alahdal
 Date: 8/8/2024 Printed Name: Hafdalla Alahdal

Owner Information

Firm Name: Lubbock Commercial Building, Inc.
 Owner: Ross Rushing
 Address: 2737 82nd St City: Lubbock State: Texas
 ZIP Code: 79423 Telephone: 806-748-7310 Email: ross@lubbocklease.com
 Property Owner's Signature: Ross Rushing
 Date: 8/8/2024 Printed Name: Ross Rushing

Preparer Information

Preparer's Signature: Kim Chrisman
 Date: 8/8/2024 Printed Name: Kim Chrisman

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.: **1542-V**

In Favor



Opposed



Reasons and/or Comments:

Print Name

Greg Blankenship

Signature:

Greg Blankenship

Address:

3415 73rd

Address of Property Owned:

7110 Parker

Phone Number:

806-89-2227

Email:

Greg@endeavourenterprises.com

Zone Case Number: **1542-V**

R103735

Recipient 28 of 29

D-MAX PARTNERSHIP INC

3811 110th ST

LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1542-V**

In Favor

Opposed

☐
☒

Reasons and/or Comments:

Due to parking limitations for this property, it would create traffic congestion

Print Name: Ruth Scott
Signature: Ruth Scott
Address: 4420-A 75th DR
Address of Property Owned: 4420-A 75th DR
Phone Number: (806) 795-5644
Email: N/A

Zone Case Number: **1542-V** R59161
SCOTT RUTH &
CHERYL MCMURRAY 4420 75TH DR APT A
LUBBOCK TX 79424-2397

Recipient 17 of 29

RECEIVED
SEP 25 2024
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1542-V**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

There are already problems due to cars trying to turn in to SONIC. Since there is limited parking where this smoke shop would be, this would add to the congestion and possibly cause accidents.

Print Name Cheryl McMurray

Signature: Cheryl McMurray

Address: 4420 - B 75th Dr

Address of Property Owned: 4420 - B 75th Dr

Phone Number: (806) 797-5711

Email: cmcmurray652@gmail.com

Zone Case Number: **1542-V**

R171120

Recipient 25 of 29

MCMURRAY CHERYL &

RUTH SCOTT

4420 75TH DR APT B

LUBBOCK

TX 79424-2397

RECEIVED
SEP 24 2024
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1542-V**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

It is not in the best interest of the homeowners & owners (investors). Also tenants.

Print Name Pamela S. Titzel
Signature: [Signature]
Address: 6126 Louisville Dr., Lubbock TX 79413
Address of Property Owned: 4410 75th Dr & 4429 75th Dr
Phone Number: 806-773-0088
Email: pamtitzel@kw.com

Zone Case Number: **1542-V**
RAFTER PT LLC
6126 LOUISVILLE DR
LUBBOCK TX 79413

R59341

Recipient 20 of 29



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1542-V**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

I am strongly opposed to the zone change under consideration because of the adverse effect this Smoke Shop would have on this neighborhood. This is home for many people living in the corner of the city. I believe that if this is allowed it will have a very negative effect regarding the value of the property, the future of the neighborhood, ^{and} the living conditions for the people living here.

Please do not allow this proposed zone change.

Print Name Lowell Bowman

Signature: Lowell Bowman

Address: 4908-93rd Street Lubbock, TX 79424

Address of Property Owned: 4433-75th Drive Lubbock (Duplex)

Phone Number: 806-789-7535

Email: lowellbowman@att.net

Zone Case Number: **1542-V** R59288

Redprint 4 of 29

BOWMAN, LOWELL

LOWELL BOWMAN 4908 93RD ST

LUBBOCK TX 79424-4808



From: [CityPlanning](#)
To: [Gregory Hernandez](#)
Subject: FW: P&Z Case No: 1542-V
Date: Friday, September 27, 2024 8:44:38 AM

From: Lisa Flathers <lisa3cp@gmail.com>
Sent: Friday, September 27, 2024 8:43 AM
To: CityPlanning <cityplanning@mylubbock.us>
Subject: P&Z Case No: 1542-V

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

Good morning,
My name is Lisa Flathers and I own a 7 building commercial office complex at 4413 74th Street. My buildings occupy the land from 4412 71st Street to 4413 74th Street. I have received the notice that there will be a public hearing on Thursday, October 3rd in regards to a proposal for a zone change at 7310 Quaker Ave. This building is located directly to the east of my commercial buildings. It basically serves as the entrance to my property off of Quaker.

I am extremely against a zoning change for the purposes of a smoke shop at that location. I have 20 professional office tenants that desire a professional appearance around their offices. A smoke shop usually has large graphics, bold colors and graffiti on their building. We are also a non-smoking complex.

My property is currently an A rated commercial property and I work diligently to maintain that rating in order to continue to attract professional occupants.

I would greatly appreciate your strong consideration and contemplation to this zoning change.

Sincerely,

Lisa Flathers

L.V. Ventures, LLC

806 789-6495

mailing address: 5006 91st

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1542-V**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

Not good so close to families with children neighborhood!

Print Name Phyllis June Gridley Trust
Signature: Phyllis June Gridley-Nav
Address: 369 Pine Valley Drive; Fairview, TX 75069
Address of Property Owned: 4424 75th Drive; Lubbock, TX 79424
Phone Number: 512-627-3369
Email: pjgrid@gmail.com

Zone Case Number: **1542-V** R59212
GRIDLEY PHYLLIS JUNE FAMILY TRUST
PHYLLIS JUNE GRIDLEY-NAV 369 PINE VALLEY DR
FAIRVIEW TX 75069

Redplent 29 of 29



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1542-V**

In Favor

Opposed

☒

Reasons and/or Comments:

See attached letter

Print Name

Lisa Flathers

Signature:



Address:

4412 74th St. Suite 915th St

Address of Property Owned:

4412-74th St to 4413 71st St

Phone Number:

806) 789-6495

Email:

lisa3cp@gmail.com

Zone Case Number: **1542-V**

R55068

Redprint 24 of 29

LV VENTURES LLC

5006 91ST ST

LUBBOCK TX 79424



COPPERTREE
OFFICE COMPLEX
4412 74th Street Lubbock, Texas 79424
Mailing address: 5006 91st St. 79424

City of Lubbock Planning Department,

In Reference to P&Z Case No: 1542-V

Vote: **Opposed**

My name is Lisa Flathers and I own a 7 building commercial office complex at 4413 74th Street. My buildings occupy the land from 4412 71st Street to 4413 74th Street. I have received the notice that there will be a public hearing on Thursday, October 3rd in regard to a proposal for a zone change at 7310 Quaker Ave. This building is located directly to the east of my commercial buildings. It basically serves as the entrance to my property off of Quaker.

I am extremely against a zoning change for the purposes of a smoke shop at that location. I have 20 professional office tenants that desire a professional appearance around their offices. A smoke shop usually has large graphics, bold colors and graffiti on their building. We are also a non-smoking complex.

My property is currently an A rated commercial property and I work diligently to maintain that rating in order to continue to attract professional occupants. I would greatly appreciate your strong consideration and contemplation to this zoning change.

Sincerely,
Lisa Flathers
L.V. Ventures, LLC
806 789-6495
mailing address: 5006 91st Street
Lubbock, Texas 79424

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2024-O0144, for Zone Case 2651-B, a request of Westar Commercial Realty for SPSM, LTD, for a zone change from Industrial Park District (IP) to Heavy Commercial District (HC), at 5044 Frankford Avenue, located west of Frankford Avenue and north of 57th Street, Frankford Business Park Addition, Lot 6-B.

Item Summary

On October 22, 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 October 3, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2651-B
Staff Report 2651-B
Documentation 2651-B

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2651-B; A ZONING CHANGE FROM IP TO HC ZONING DISTRICT AT 5044 FRANKFORD AVENUE, LOCATED WEST OF FRANKFORD AVENUE AND NORTH OF 57TH STREET, FRANKFORD BUSINESS PARK ADDITION, LOT 6-B, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the 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. 2651-B

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **IP** to **HC** zoning district at **5044 Frankford Avenue, located west of Frankford Avenue and north of 57th Street, Frankford Business Park Addition, Lot 6-B, City of Lubbock, Lubbock County, Texas.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

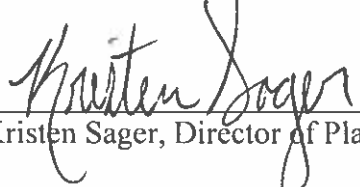
Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2651-B
October 3, 2024

Staff Report		Zone Case 2651-B
City Council Meeting		October 22, 2024

Applicant Westar Commercial Realty

Property Owner SPSM, LTD

Council District 5

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into city limits and zoned Single-Family District (R-1).
- August 9, 1990, Zone Case 2651, Ordinance No. 9368: The subject property was rezoned from R-1 to Industrial Park District (IDP).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from IDP to Industrial Park District (IP) with the adoption of the Unified Development Code.
- October 3, 2024, Zone Case 2651-B: The Planning and Zoning Commission recommended approval of a zone change from IP to Heavy Commercial District (HC), by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 14
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was originally platted on August 7, 2001, as Frankford Business Park, Lot 6, and replatted on February 8, 2006, as Frankford Business Park, Lot 6-B. This property is developed with a shopping center that was built in 2003.

Adjacent Property Development

The properties to the north and south are zoned IP and are developed with a library and a fast-food restaurant. The properties to the east are zoned Light Industrial District (LI), and Heavy Commercial District (HC), and are developed with a self-storage facility and a Lowe's Home Improvement Store. To the west, the property is zoned Low Density Single-Family District (SF-2) and is a City park.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5044 Frankford Avenue, located west of Frankford Avenue and north of 57th Street. The applicant requests a zone change from Industrial Park District (IP) to Heavy Commercial District (HC).

Current zoning: Industrial Park District (IP)

Requested zoning: Heavy Commercial District (HC)

Intent Statements

The intent of the current IP zoning is "...to provide for low-impact manufacturing, wholesaling, warehousing, and distribution activities that occur within enclosed buildings, typically within industrial park settings."

The intent of the requested HC zoning is “...to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise. The district should be located away from residential areas or, if unavoidable, should be heavily buffered.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along Frankford Avenue. The Master Thoroughfare Plan, 2018 designates Frankford Avenue as a Minor Arterial. Arterials are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for “Commercial” land use. The proposed zone change to HC would be in conformance with the Commercial designation. This request would be appropriate next to adjacent land uses and the HC zoning to the east.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use and will not need additional public improvements to support the intensity of uses described in the Heavy Commercial District (HC).

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and Supporting Documentation

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2651-B



Allowable Uses: [Heavy Commercial District \(HC\)](#)

Transportation: The proposed development has an access point from Frankford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue, Minor Arterial, Completed	R.O.W. 100 feet, five-lane, undivided, paved	R.O.W. 100 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 5

3.6 **Zone Case 2651-B:** Westar Commercial Realty for SPSM, LTD, request for a zone change from Industrial Park District (IP) to Heavy Commercial District (HC), at:

- 5044 Frankford Avenue, located west of Frankford Avenue and north of 57th Street, Frankford Business Park Addition, Lot 6-B.

PLANNER ASHLEY PADILLA gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT KEVIN WATT, Westar Commercial Realty, 5709 79th Street, gave comments and answered questions from the Commission.




No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 2651-B**, a motion was made by **TANNER NOBLE** and seconded by **SUSAN TOMLINSON** to approve the request as presented. The Commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.




Zoning Case 2651-B





Collector

-  Completed
-  Partial
-  Future

Minor Arterial

-  Completed
-  Partial
-  Future




Modified Arterial

-  Partial
-  Future

Principal Arterial

-  Completed
-  Partial
-  Future

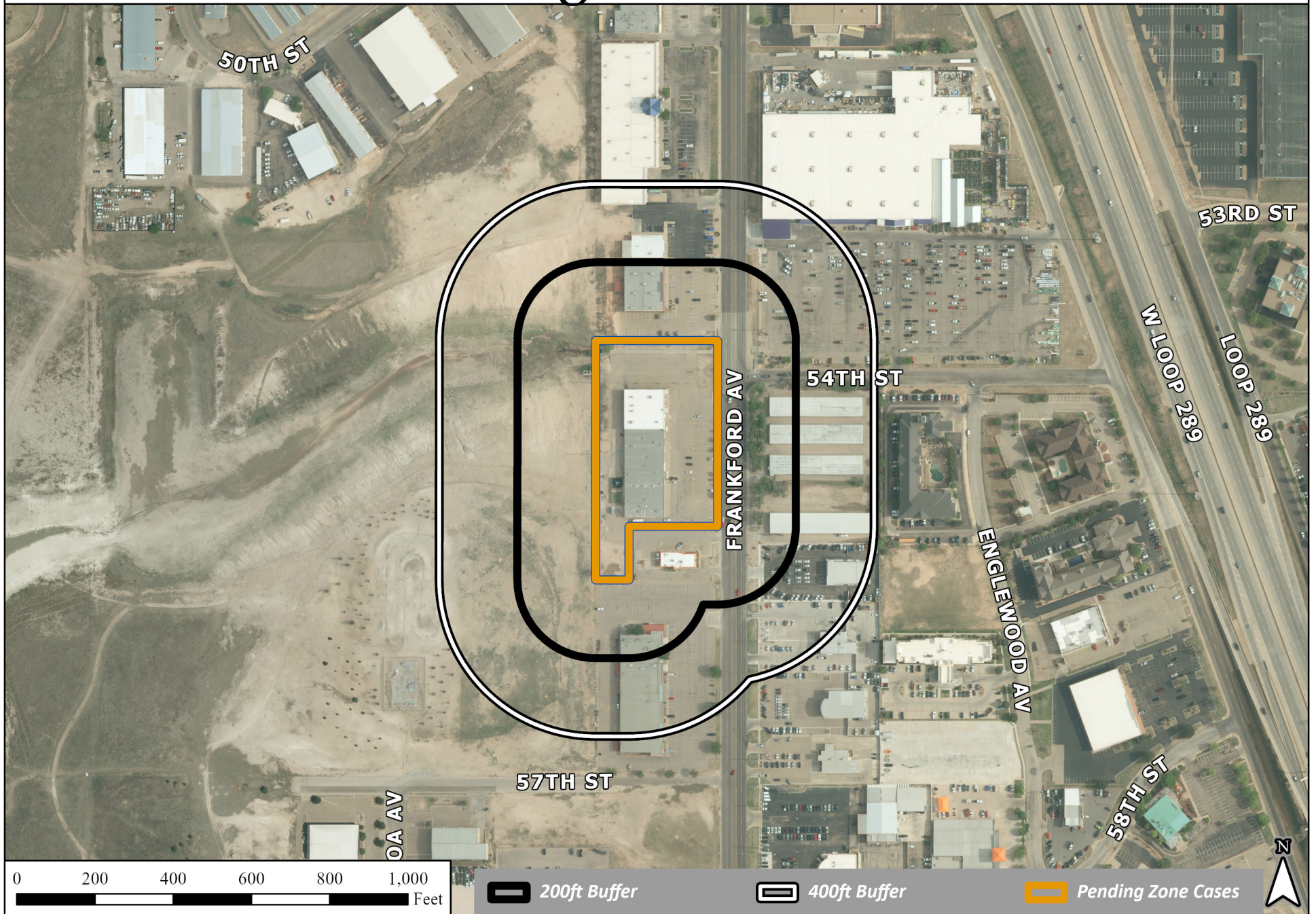
Freeway

-  Completed
-  Partial
-  Proposed Outer Loop





Date Exported: September 2024

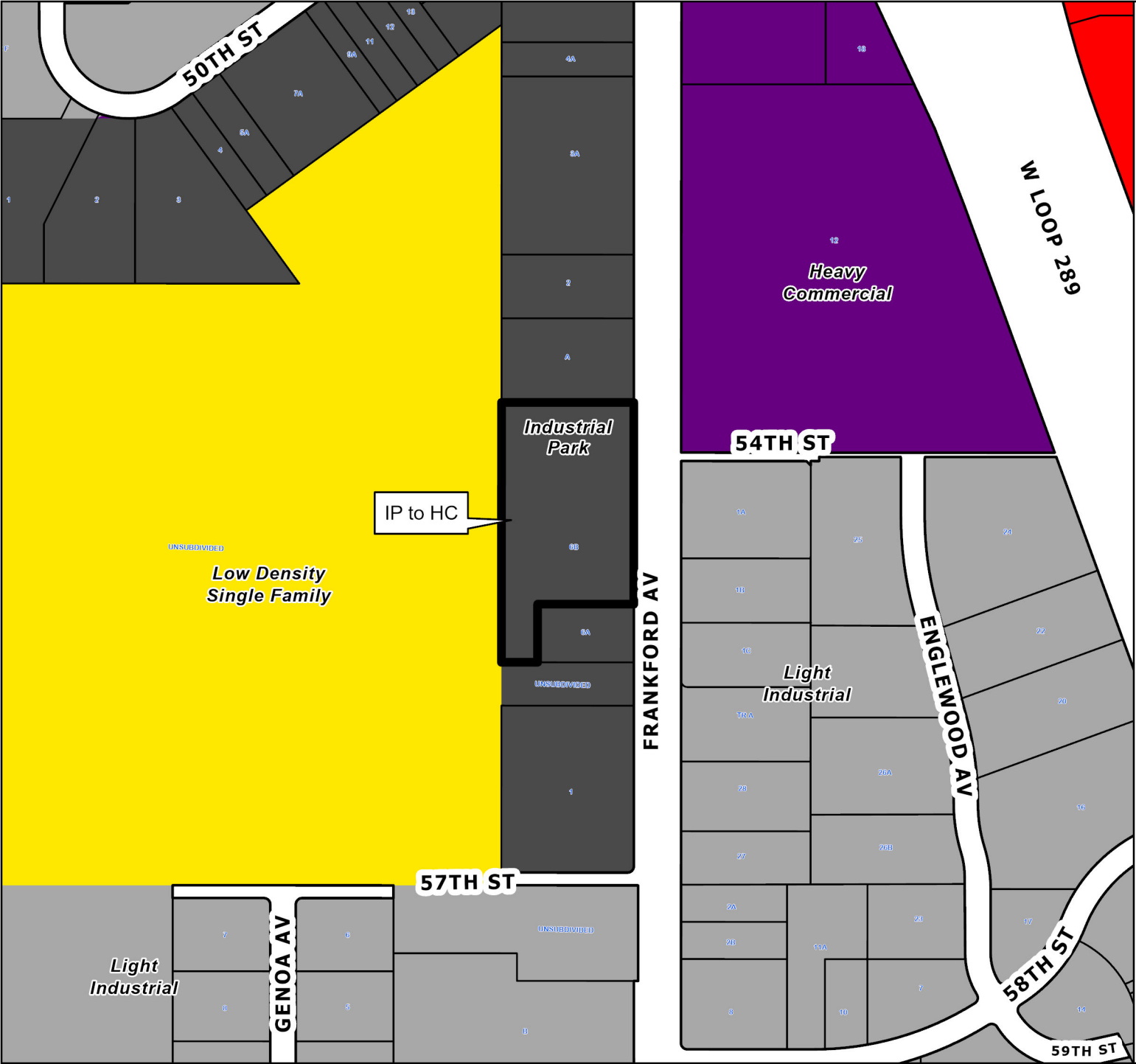
Zoning Case 2651-B



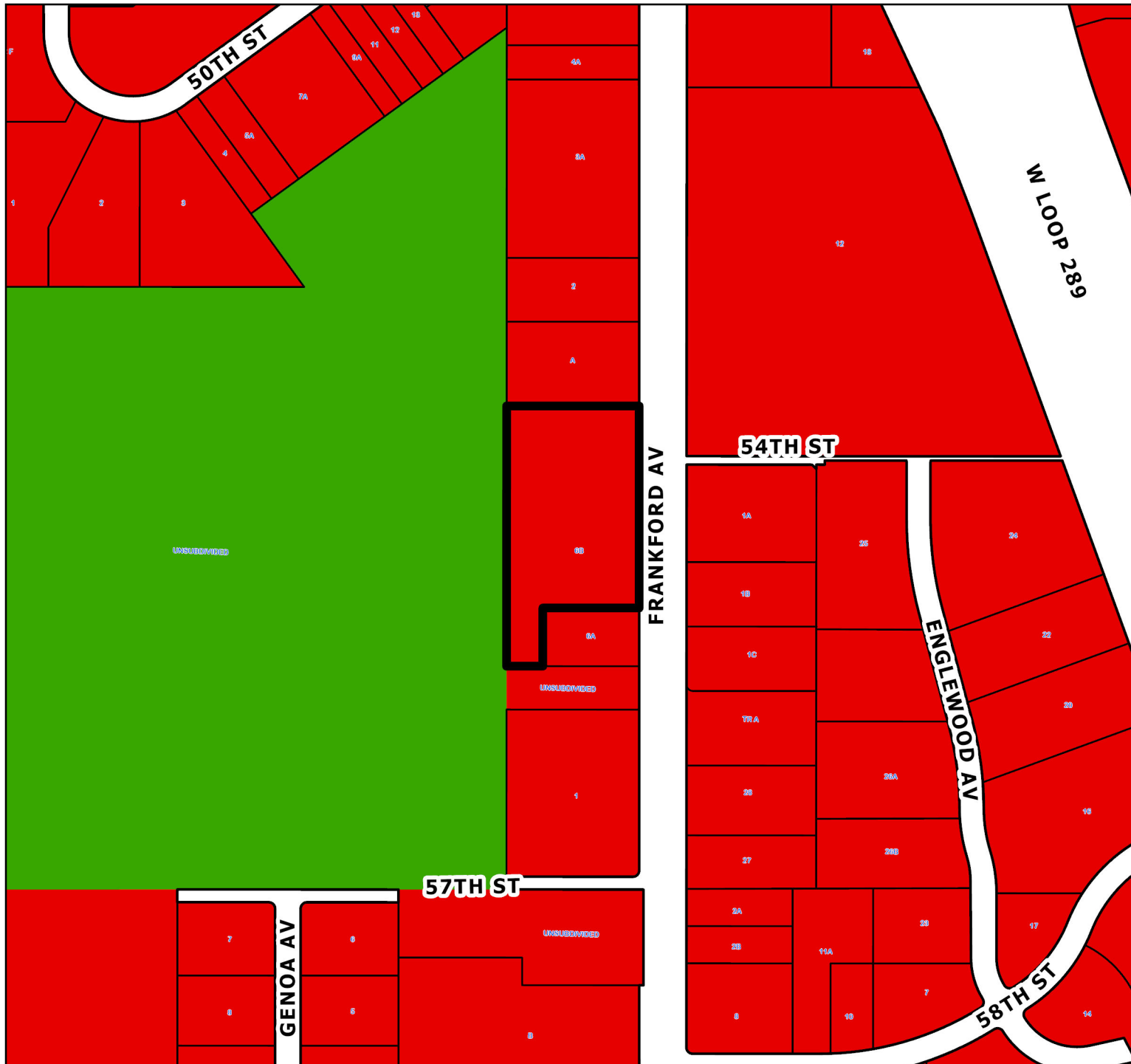
Current Zoning 2651-B

Zoning Districts

-  Auto-Urban Commercial (AC)
-  Heavy Commercial (HC)
-  Industrial Park (IP)
-  Light Industrial (LI)
-  Low Density Single Family (SF-2)



- Commercial
- Parks
- Residential Low Density



0 100 200 300 400 500
Feet



Date Exported: September 2024

2651-B



Subject Property. View to the west.



View to the north.



View to the east.



View to the south.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5044 Frankford
Lots/Tracts: FRANKFORD BUSINESS PARK L 6B
Survey & Abstract: _____
Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: 3.6
Existing Land Use: Commercial/Warehouse Existing Zoning: IP
Requested Zoning: HC
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Westar Commercial Realty
Name: Kevin Watt
Address: 4416 74th #65 City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-778-5072 Email: Kevin@Lubbockwestar.com
Applicant's Signature: [Signature]
Date: 8/15/24 Printed Name: Kevin Watt

Owner Information

Firm Name: ~~3003 98TH ST LUBBOCK, TX 79423-4003~~ SPSM, LTD
Owner: Rodney Warren
Address: 3003 98th City: Lubbock State: TX
ZIP Code: 79423 Telephone: 806-773-7623 Email: rwwarren01@aol.com
Property Owner's Signature: [Signature]
Date: 8/15/24 Printed Name: Rodney Warren

Preparer Information

Preparer's Signature: _____
Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
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.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2024-O0140, for Zone Case 3508, a request of 1585 & Frankford/Discount RV, for a zone change from Low Density Single-Family District (SF-2) to Light Industrial District (LI), at 12109 Frankford Avenue, located north of 122nd Street and east of Frankford Avenue, Abbe Addition, Lot 1.

Item Summary

On October 22, 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 October 3, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3508
Staff Report 3508
Documentation 3508

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3508; A ZONING CHANGE FROM SF-2 TO LI ZONING DISTRICT AT 12109 FRANKFORD AVENUE, LOCATED NORTH OF 122ND STREET AND EAST OF FRANKFORD AVENUE, ABBE ADDITION, LOT 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the 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. 3508

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2** to **LI** zoning district at **12109 Frankford Avenue, located north of 122nd Street and east of Frankford Avenue, Abbe Addition, Lot 1**, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

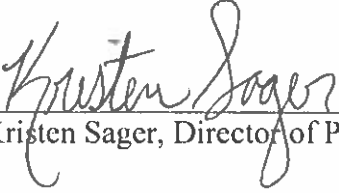
Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3508
October 3, 2024

Staff Report		Zone Case 3508
City Council Meeting		October 22, 2024

Applicant 1585 & Frankford/Discount RV

Property Owner 1585 & Frankford/Discount RV

Council District 5

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- April 28, 2016, Ordinance No. 2016-00054: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- October 3, 2024, Zone Case 3508: The Planning and Zoning Commission recommended approval of a request for a zone change from SF-2 to Light Industrial District (LI), by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 28
- Received In Favor: 3
- Received In Opposition: 0

Site Conditions and History

The subject property was originally platted as Abbe Addition, Lot 1 on September 27, 2005, and the plat was later corrected on November 21, 2005. The structure on the property was built in 2005.

Adjacent Property Development

There are homes and a commercial building zoned SF-2 and Heavy Commercial District (HC) to the west, with vacant land to the north zoned Auto-Urban Commercial District (AC) and Industrial Park District (IP). Property to the south and east is outside city limits and developed with rental warehouses.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 12109 Frankford Avenue, located north of 122nd Street and east of Frankford Avenue, Abbe Addition, Lot 1. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Light Industrial District (LI).

Current zoning: Low Density Single-Family District (SF-2)

Requested zoning: Light Industrial District (LI)

Intent Statements

The purpose of the Low Density Single-Family (SF-2) District is to provide for two types of residential subdivisions:

- A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.

- B. Cluster. Clustering of smaller-sized lots for dwellings with in increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection.

The intent of the proposed Light Industrial District (LI) is “to provide for industrial uses (non-retail) that are less intensive than what can be accommodated into General Industrial and that may include office, warehousing, distribution, and light assembly of parts, materials, and equipment, with operations conducted primarily indoors without the creation of smoke, gas, odor, dust, soot, or other noxious elements.”

Traffic Network/Infrastructure Impacts

The location is along Frankford Avenue, which is designated as a Minor Arterial by the Master Thoroughfare Plan, 2018. Arterials provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Low Density Residential land uses. While this request does not conform to this designation, it would be appropriate along a thoroughfare and adjacent to existing zoning districts and land uses. Therefore, this request is in moderate conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located along a thoroughfare and is appropriate adjacent to nearby land uses.

Suitability of Property for Allowed Uses

The property may be suitable for the proposed use.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and Supporting Documentation
- I. Notification Responses

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3508



Allowable Uses: [Light Industrial District \(LI\)](#)

Transportation: The proposed development has a point of access from Frankford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue, Minor Arterial, Partial	R.O.W. 25 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 5

3.7 **Zone Case 3508:** 1585 & Frankford/Discount RV, request for a zone change from Low Density Single-Family District (SF-2) to Light Industrial District (LI), at:

- 12109 Frankford Avenue, located north of 122nd Street and east of Frankford Avenue, Abbe Addition, Lot 1.

PLANNER SHANE SPENCER gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT JEFF TREVIÑO, 5625 County Road 7410, representative of Discount Storage, gave comments and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3508**, a motion was made by **SUSAN TOMLINSON** and seconded by **TERRI MORRIS** to approve the request as presented. The Commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3508

Frankford Ave




122nd St

Outside City Limits




Outside City Limits

Outside City Limits



Collector

-  Completed
-  Partial
-  Future



Minor Arterial

-  Completed
-  Partial
-  Future




Modified Arterial

-  Partial
-  Future

Principal Arterial

-  Completed
-  Partial
-  Future

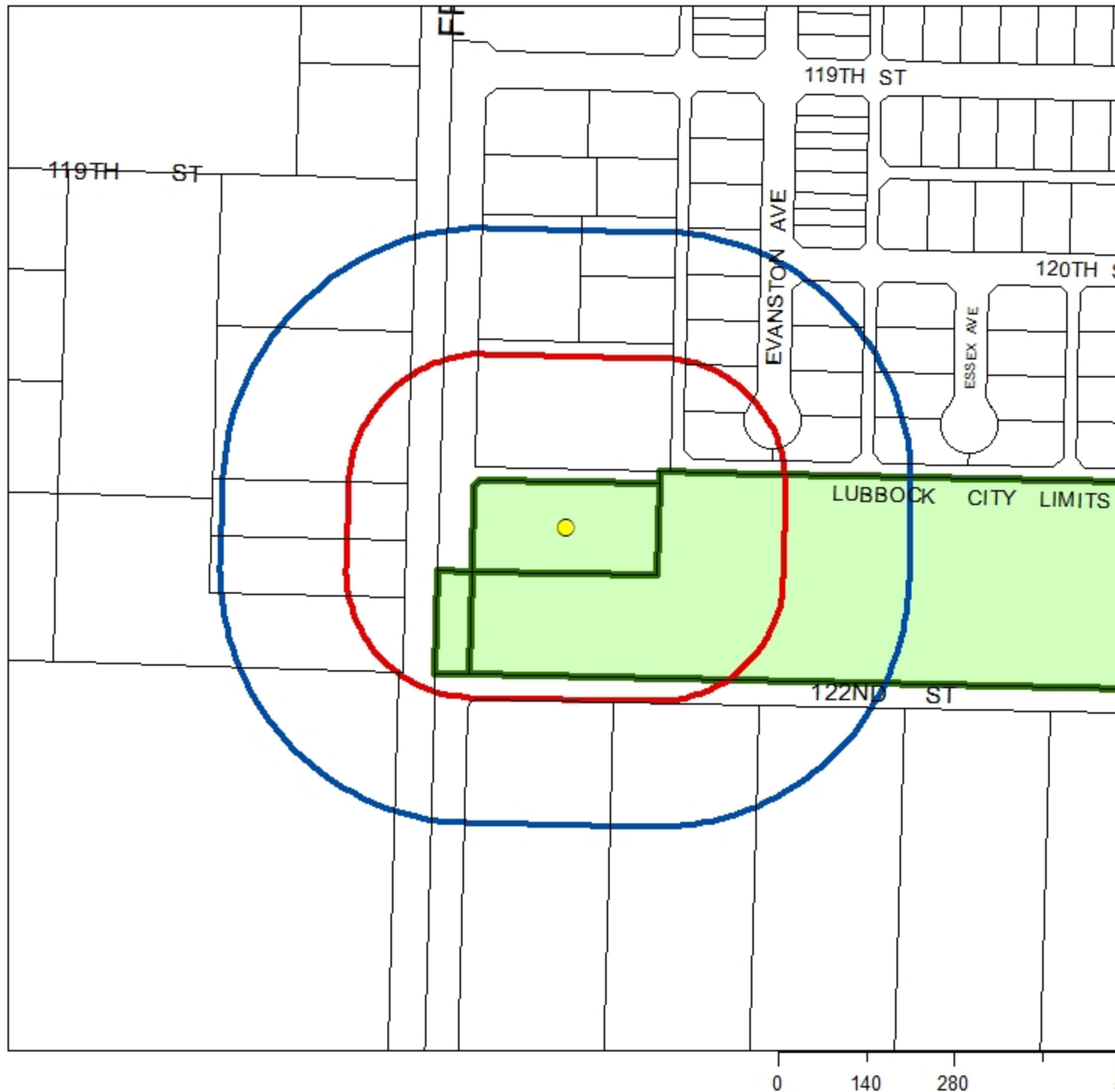
Freeway

-  Completed
-  Partial
-  Proposed Outer Loop



Date Exported: August 2024

PZC Mailout Notifications Received

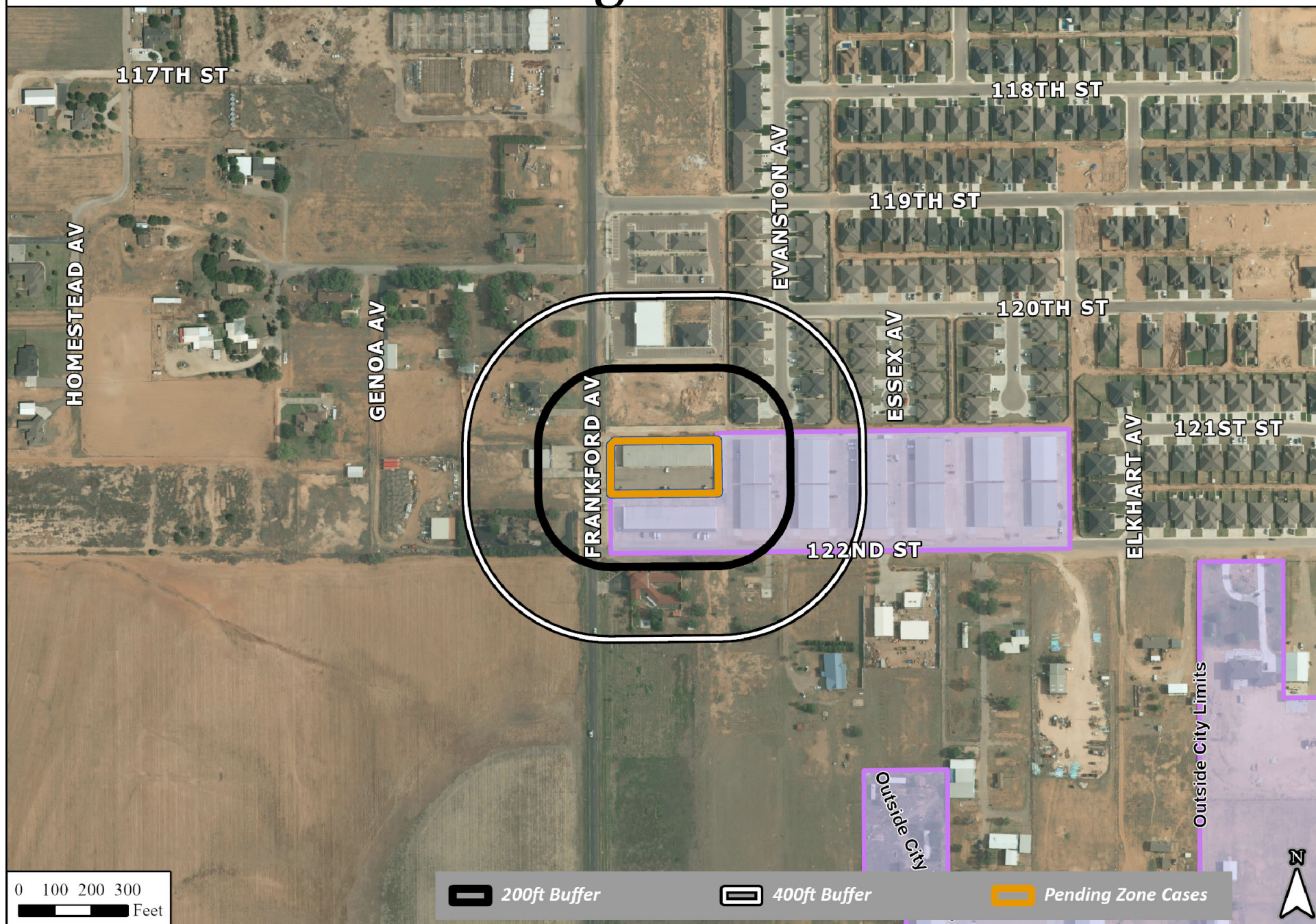


Legend

- LocatorPnt3508
- MailoutBuffer3508_200ft
- MailoutBuffer3508_400ft
- Notification Result**
 - In Favor
 - Opposed

Created by Planning Department
Date: 8/28/2024

Zoning Case 3508



GENOA AV

Low Density
Single Family

UNSUBDIVIDED

Heavy
Commercial

Office

FRANKFORD AV

119TH ST

TR A1 TR A2
**Industrial
Park**
TR A3 TR A4

TR B1 TR B2
TR B3

TR C
**Auto-Urban
Commercial**

98

143

EVANSTON AV

99 100 101 102 103 104 105 106
**Medium Density
Residential**

142 141 140 139 138 137 136 135

325 324 323 322 321 320

134 133 132 131 130

120TH ST

110 111 112 113 114 115 116 117 118

ESSEX AV

Outside City Limits

1
Outside City Limits

SF-2 to LI

122ND ST

TR 10

**Light
Industrial**
TR 11

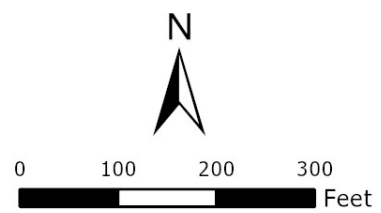
TR 12

**Low Density
Single Family**
TR 13

Current Zoning 3508

Zoning Districts

- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- Industrial Park (IP)
- Light Industrial (LI)
- Medium Density Residential (MDR)
- Neighborhood Commercial (NC)
- Office (OF)
- Low Density Single Family (SF-2)



119TH ST

UNSUBDIVIDED

FRANKFORD AV

TR A1

TR A2

TR A3

TR A4

TR B1

TR B2

TR B3

TR C

99

100

101

102

103

104

105

106

EVANSTON AV

142

141

140

139

138

137

136

135

325

324

323

322

321

120TH ST

110

109

108

107

111

112

113

114

115

116

117

118

ESSEX AV

1

Outside City Limits

Outside City Limits

Outside City Limits

122ND ST

Outside City Limits

Future Land Use Plan Case 3508

Residential Low Density



0 100 200 300 Feet



Date Exported: August 2024

3508



View east. Subject property.



View north.



View south.



View west.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 12109 Frankford Ave. LCAD R307478
Lots/Tracts: ABBE L 1
Survey & Abstract: _____
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 43020 SF
Existing Land Use: SHOPS & STORAGE Existing Zoning: SF-2
Requested Zoning: LI
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: _____
Name: _____
Address: _____ City: _____ State: _____
ZIP Code: _____ Telephone: _____ Email: _____
Applicant's Signature: _____
Date: _____ Printed Name: _____

Owner Information

Firm Name: 1585 & FRANKFORD / DISCOUNT RV
Owner: David Postar
Address: 5625 CR 7410 City: Lubbock State: Texas
ZIP Code: 79424 Telephone: 806-785-3422 Email: gargoyledave@yahoo.com
Property Owner's Signature: David Postar
Date: 7/22/2024 Printed Name: David Postar

Preparer Information

Preparer's Signature: David Postar
Date: 7/22/2024 Printed Name: DAVID POSTAR

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3508**

In Favor

☒

Opposed

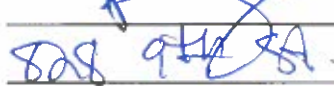
☐

Reasons and/or Comments:

Print Name

Raquel Lopez

Signature:



Address:

808 9th St

Address of Property Owned:

5625 CR 7410 Lubbock TX

Phone Number:

806-445-4062

Email:

raquel@selfstorageoflubbock.com

Zone Case Number: **3508**

R315524

122ND & FRANKFORD/DISCOUNT SHOP RENTALS I

5625 COUNTY ROAD 7410

LUBBOCK TX 79424

Recipient 22 of 28

RECEIVED
AUG 28 2024
BY: _____

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.: **3508**

In Favor

☒

Opposed

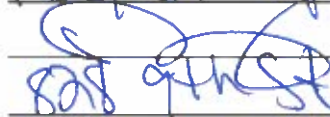
☐

Reasons and/or Comments:

Print Name

Raquel Lopez

Signature:



Address:

828 9th St.

Address of Property Owned:

5625 CR 7410

Phone Number:

806-445-4042

Email:

saquela@selfstorageoflubbock.com

Zone Case Number: **3508**

R307478

Recipient 23 of 28

1585 & FRANKFORD / DISCOUNT RV

STORAGE & SHOP RENTALS I 5625 COUNTY ROAD 7410

LUBBOCK TX 79424



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3508**

In Favor

☒

Opposed

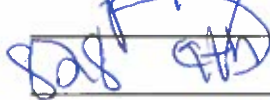
☐

Reasons and/or Comments:

Print Name

Raquel Lopez

Signature:



Address:

808 9th St

Address of Property Owned:

5625 CR 7410

Phone Number:

806-445-4062

Email:

raquel@selfstorageoflubbock.com

Zone Case Number: **3508**

R301544

Recipient 24 of 28

122ND & FRANKFORD/DISCOUNT SHOP RENTALS I

5625 COUNTY ROAD 7410

LUBBOCK TX 79424



Information

Agenda Item

Resolution - City Secretary: Consider a resolution casting the City Council's votes for candidates to the Lubbock Central Appraisal District Board of Directors.

Item Summary

The City of Lubbock is entitled to 1,178 votes (from a total of 5,000 votes spread among 20 entities in Lubbock County). To cast a vote, the City Council must vote in an open meeting, report the vote by written resolution by the first or second open meeting held after the date the chief appraiser delivers the ballot. The ballot was delivered to the City of Lubbock on Monday, October 21, 2024. The governing body must then submit its vote to the chief appraiser not later than the 3rd day following the date the resolution is adopted.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

LCAD Resolution - 2024 Ballot

LCAD Letter - 2024 Ballot

RESOLUTION

WHEREAS, Section 6.01 of the Texas Property Tax Code, V.A.C.S., established an appraisal district in each county to appraise property for ad valorem tax purposes of each taxing unit in the district; and

WHEREAS, the Property Tax Code, V.A.C.S., authorized the establishment of appraisal districts to be governed by a Board of Directors; and

WHEREAS, the City of Lubbock is a taxing unit within the Lubbock Central Appraisal District entitled to cast votes for the election of persons to the Board of Directors of the District; and

WHEREAS, the Chief Appraiser has received timely nominations from voting taxing units, has prepared the following ballot of candidates for the Board of Directors, and has determined that the City of Lubbock is entitled to cast 1,178 votes in the election of the District's Board of Directors; **NOW THEREFORE:**

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

THAT, the 1,178 votes of the City of Lubbock are cast for candidates for the Lubbock Central Appraisal District Board of Directors as follows:

<u>NAME</u>	<u>NUMBER OF VOTES</u>
Garza, Sonny	_____
Goen, Brady	_____
Jones, Greg	_____
McQueen, Bobby	_____
Reynolds, Noe	_____

AND THAT, a copy of this Resolution be submitted to the Chief Appraiser not later than the 3rd day following the date this Resolution is adopted in order that the votes of the City of Lubbock may be counted.

Passed by the City Council this _____, 2024.

MARK W. MCBRAYER, Mayor

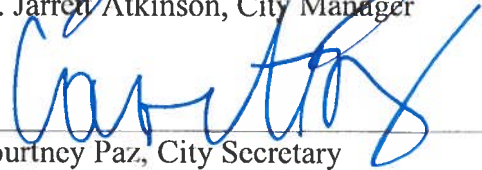
ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



W. Jarrett Atkinson, City Manager



Courtney Paz, City Secretary

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

LUBBOCK CENTRAL APPRAISAL DISTRICT

TIM RADLOFF, RPA, RTA, CCA
Chief Appraiser / Administrator

OFFICE OF THE
CHIEF APPRAISER



October 18, 2024

Ms. Courtney Paz
City Secretary
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457-2000



Dear Ms. Paz:

In compliance with the provisions of Section 6.03 of the Texas Property Tax Code I have received director nominations from voting units located within the Lubbock Central Appraisal District. Enclosed you will find a resolution containing the ballot with the names of those nominated for directors listed in alphabetical order.

Passed during the 2021 legislative session, HB 988 added subsection (k-1) to PTC Section 6.03. This subsection requires the governing body of a taxing unit entitled to cast at least 5% of the total number of votes to determine its vote for its appraisal district's board of directors by resolution adopted at the first or second open meeting held after the date the chief appraiser delivers the ballot. The governing body must then submit its vote to the chief appraiser not later than the 3rd day following the date the resolution is adopted. Because City of Lubbock has more than 5% of the vote, your board will need to follow these procedures of when to vote and the deadline for delivering the adopted resolution.

It is important that the aforesaid method of voting, reporting of votes, and submission of the votes to the chief appraiser before the deadline be followed. A unit may cast all its votes for one candidate or may distribute the votes among any number of candidates named on the ballot.

A voting unit may only cast its votes for a person timely nominated and named on the enclosed ballot. There is no provision for write-in candidates. Since we only have five nominees this time, those listed on the enclosed ballot will be your directors. Even so, the participation of all eligible units in the voting process would be appreciated.

Before December 31, I will count the votes and officially declare elected the five candidates who received the largest vote totals. I am required to notify all taxing units and all the candidates of the election results before December 31, 2024.

Additionally, I have enclosed another copy of the worksheet showing the calculation of the number of votes to which each taxing unit is entitled. Other details are contained in my letter to you of August 27, 2024.

Thank you for your participation in the board of directors' selection process. If you would like to discuss any aspect of the process, please contact me at your convenience.

Respectfully submitted,

Tim Radloff

Enclosures

2024 CALCULATION OF VOTES TO SELECT FIVE DIRECTORS FOR THE LUBBOCK CENTRAL APPRAISAL DISTRICT

TAXING UNIT	2023 LEVY	PERCENTAGE 2023 LEVY TOTAL LEVY	X 1000	X Number of Directors	Number of Votes
CITIES					
Abernathy	200,713	0.03845%	0.38	5	2
Idalou	812,141	0.15556%	1.56	5	8
Lubbock	123,109,846	23.58104%	235.81	5	1,178
New Deal	310,052	0.05939%	0.59	5	3
Ransom Canyon	1,169,076	0.22393%	2.24	5	11
Shallowater	1,646,068	0.31530%	3.15	5	16
Slaton	1,596,675	0.30583%	3.06	5	15
Wolfforth	5,301,478	1.01547%	10.15	5	51
SCHOOLS					
Abernathy	1,159,829	0.22216%	2.22	5	11
Frenship	71,093,955	13.61767%	136.18	5	681
Idalou	4,462,913	0.85485%	8.55	5	43
Lorenzo	82,706	0.01584%	0.16	5	1
Lubbock-Cooper	60,644,487	11.61613%	116.16	5	581
Lubbock	119,836,227	22.95400%	229.54	5	1,148
New Deal	6,132,902	1.17473%	11.75	5	59
Roosevelt	3,027,289	0.57986%	5.80	5	29
Shallowater	6,242,752	1.19577%	11.96	5	60
Slaton	6,727,929	1.28870%	12.89	5	64
Southland	6,824	0.00131%	0.01	5	0
COUNTY					
Lubbock County	108,507,375	20.78402%	207.84	5	1,039
TOTALS	522,071,239	1.00000	1,000		5,000

RESOLUTION

WHEREAS, Section 6.01 of the Texas Property Code, V.A.C.S., established an appraisal district in each county to appraise property for ad valorem tax purposes of each taxing unit in the district; and,

WHEREAS, the Property Tax Code, V.A.C.S., authorized the establishment of appraisal districts to be governed by a Board of Directors; and,

WHEREAS, the City of Lubbock is a taxing unit within the Lubbock Central Appraisal District entitled to cast votes for the election of persons to the Board of Directors of the District; and,

WHEREAS, the Chief Appraiser has received timely nominations from voting taxing units, has prepared the following ballot of candidates for the Board of Directors, and has determined that the City of Lubbock is entitled to cast 1,178 votes in the election of the District's Board of Directors;

NOW THEREFORE:

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

THAT, the 1,178 votes of the City of Lubbock are cast for candidates for the Lubbock Central Appraisal District Board of Directors as follows:

<u>NAME</u>	<u>NUMBER OF VOTES</u>
Garza, Sonny	_____
Goen, Brady	_____
Jones, Greg	_____
McQueen, Bobby	_____
Reynolds, Noe	_____

AND THAT, a copy of this Resolution be submitted to the Chief Appraiser not later than the 3rd day following the date this Resolution is adopted in order that the votes of the City of Lubbock may be counted.

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

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

Information

Agenda Item

Public Hearing - Business Development: Hold a Public Hearing for the City Council to receive input concerning the participation by the City of Lubbock in the Texas Enterprise Zone program, pursuant to the Texas Enterprise Zone Act, possible incentives to be offered to projects, and nominating United Supermarkets, L.L.C., located at 5801 Martin Luther King Jr. Boulevard, Lubbock, Texas, to be considered for a state designated Enterprise Project.

Item Summary

The City of Lubbock received a request from United Supermarkets, L.L.C. to nominate their company to the Office of the Governor, Economic Development and Tourism (EDT), to be considered for an Enterprise Zone Project Designation. This nomination would allow United Supermarkets, L.L.C. to compete for an Enterprise Zone Project designation, which would give them access to State incentives including State sales tax rebates.

The City can only nominate the project. The designation is a competitive process, so the application by United Supermarkets, L.L.C. will be competing with any other applications submitted to the State in the December 1, 2024 submission round. Only the State can designate an Enterprise Zone Project.

Due to changes that are needed to the existing nominating ordinance, which was approved November 2, 2020, a public hearing is required. The purpose of the public hearing is to receive any input concerning the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, to consider possible tax incentives to be offered to projects, and to nominate United Supermarkets, L.L.C. as a State-designated Enterprise Zone Project.

The changes to the Ordinance, not including grammatical changes, are listed below:

- The City is in full compliance with Chapter 2303 of the Texas Government Code prior to nomination of an eligible business (which is a new legislative requirement);
- Section 3, II: Updated the number of Tax Increment Financing Reinvestment Zones to four (One district is currently being considered by the City Council);
- Section 3, IV: Added the Economic Development Sales Tax (4A) contribution as a possible available incentive;
- Section 3, V: Added Chapter 380 as a possible available incentive;
- Section 3, VI: Added Other Tax Deferrals, Tax Refunds or Tax Incentives as a possible available incentive;
- Section 3, XIII: Added language to specify types of Customized Job Training available for possible incentives;
- Section 3, XVI: Updated language to include community policing model and new infrastructure;
- Section 3, XVIII: Added Special Public Transportation Routes and Reduced Fares as a possible available incentive;
- Section 3, XIX: Added Low-Interest Loans for Business as a possible available incentive;
- Section 3, XX: Added Inspection Fee Exemption as a possible available incentive;

- Section 3, XXI: Added Provision of Publicly Owned Land for Development Purposes as possible available incentive;
- Section 3b: Removed from Ordinance (not applicable for this nomination); and
- Section 6a: Updated requirements to reflect that 35% of the business' new employees will be residents of an Enterprise Zone due to the business site location being outside of an enterprise zone.

The public hearing notice was published in the Lubbock Avalanche Journal and posted at Citizens Tower at least seven days prior to the public hearing, as required by the Statute. This item fulfills the requirement for the public hearing. The ordinance will be considered as a separate item following the conclusion of the public hearing, as required by the law.

Fiscal Impact

None

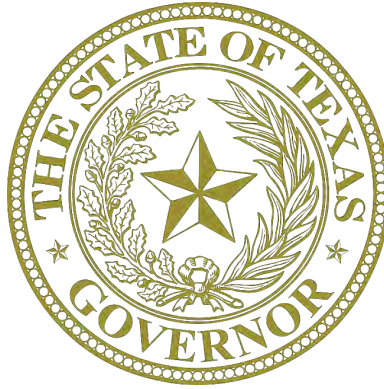
Staff/Board Recommending

Bill Howerton, Deputy City Manager

Brianna Brown, Business Development Director

Attachments

Draft Application



Texas Enterprise Project Application

Office of the Governor
Economic Development and Tourism
Texas Economic Development Bank

For Office Use Only:

Date Received: _____

☐ Application Fee Submitted

Project: _____

Community: _____

Received By: _____

TEXAS ENTERPRISE PROJECT APPLICATION

Table of Contents

Tab 1.....	Project Application
Tab 2.....	Government Posting
Tab 3.....	Notice of Hearing in Newspaper
Tab 4.....	Notice of Hearing to the Bank
Tab 5.....	Transcript or Minutes of Public Hearing Held
Tab 6.....	Participating Ordinance
Tab 7.....	Interlocal Agreement (N/A)
Tab 8.....	Official U.S. Census Map Showing Location of Project
Tab 9.....	U.S. Census Poverty Data
Tab 10.....	Certificate of Corporate Resolution
Tab 11.....	Certificate of Status
Tab 12.....	Project Description Letter
Tab 13.....	Existing Jobs at Qualified Business Site
Tab 14.....	Jobs to be Created for Benefit
Tab 15.....	Jobs to be Retained for Benefit / Retention Correspondence
Tab 16.....	Property Access
Tab 17.....	Jobs for Benefit Under Concurrent Designation (N/A)
Tab 18.....	Self-Evaluation Backup Documentation
Tab 19.....	Limited Power of Attorney

TAB 1
Enterprise Project Application

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations



United Supermarkets, L.L.C.

City of Lubbock

I. APPLICATION FEE

- ☒ Non-refundable Application Fee submitted, made payable to **Office of the Governor** in the amount of:
- ☐ \$500 for a Half Enterprise Project
- ☒ \$750 for an Enterprise Project
- ☐ \$1,500 for a Double Jumbo Enterprise Project
- ☐ \$2,250 for a Triple Jumbo Enterprise Project

II. PUBLIC HEARING

Not Applicable ☐

**Copy
Attached**

Date

- | | | |
|-------------------------------------|--|-------------------|
| <input type="checkbox"/> | Public Hearing Held | <u>11/05/2024</u> |
| <input checked="" type="checkbox"/> | Government Posting (Tab 2) | <u>10/29/2024</u> |
| <input checked="" type="checkbox"/> | Published in Newspaper of General Circulation (Tab 3) | <u>10/29/2024</u> |
| <input checked="" type="checkbox"/> | Notice of Hearing to the Economic Development Bank (Tab 4) | <u>10/29/2024</u> |
| <input checked="" type="checkbox"/> | Transcript or Minutes of all Public Hearings Held Attached (Tab 5) | |
| <input type="checkbox"/> | Interlocal Agreement (Tab 6) | |

III. OFFICIAL ACTION

- ☒ Nominating Ordinance or Order Attached (Tab 7) Ordinance/Order No. TBD
- Date Passed 11/12/2024
- ☐ Nominating Resolution Attached, if applicable (Tab 7) Resolution No. _____
- Date Passed _____

IV. DESIGNATION SOUGHT / ALLOCATIONS AVAILABLE

- | | |
|--|---|
| Enterprise Project (<i>counts as one designation</i>) | <input checked="" type="checkbox"/> Yes —or— |
| Double Jumbo Enterprise Project (<i>counts as two designations</i>) | <input type="checkbox"/> Yes —or— |
| Triple Jumbo Enterprise Project (<i>counts as three designations</i>) | <input type="checkbox"/> Yes |
| Number of Designations Allocated to this Jurisdiction per State Biennium (six or nine) | <u>9</u> |
| Number of Designations Already Used this State Biennium | <u>0</u> |
| Number of Designations Represented in this Application | <u>1</u> |
| Number of Designations Applied for including Other Application(s) applied for during this Round | <u>1</u> |
| Number of Project Designations Remaining for Governing Body if all Applications are Approved | <u>8</u> |

United Supermarkets, L.L.C.

V. QUALIFIED BUSINESS SITE

Nominating Jurisdiction

Nominating Jurisdiction City of Lubbock

If Nominating Jurisdiction is a Municipality, skip to **Primary Business Address of the Qualified Business Site**

Population of Nominating County at 2020 Census _____

☐ Population is **Less** than 1,000,000:

The qualified business site **IS NOT** located in a municipality's city limits or ETJ ☐ It is Not

☐ Population is 1,000,000 or more:

Is the qualified business site located in a municipality's city limits or ETJ? ☐ Yes ☐ No

If yes, which municipality? _____

Primary Business Address of the Qualified Business Site

Street Address 5801 Martin Luther King Jr. Boulevard

City Lubbock State TX Zip 79404 - 5507

County where Qualified Business is Located Lubbock County

Census Map:

Official U.S. Census Map showing the entire location of the Qualified Business Site is attached (location of qualified business site must be clearly marked on map) (Tab 8) ☒ Yes

United Supermarkets, L.L.C.

PROVIDE BACKUP DOCUMENTATION (choose one)

☐ Check here if located at a Qualified Business Site in a **Distressed County***

Poverty Level of the Distressed County at the 2020 Decennial Census _____

Percent of Adult Population that Does Not Hold a High School Diploma or Equivalency 25 years and older at the 2020 Decennial Census _____

Unemployment Rate for the Distressed County for the Most Recent Five Years

Year: 20 Rate: _____

Year: 20 Rate: _____

Year: 20 Rate: _____

Year: 20 Rate: _____

Year: 20 Rate: _____

Backup Documentation Attached (Tab 9)

☐ Yes

--OR--

2020 Census Tract 25.00

Block Group: 1. ☒ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐

☐ Check here if located in a block group that **IS** an enterprise zone

Poverty Level of the 2020 Census Block Group (20% or more) _____

Backup Documentation Attached – 2020 Poverty Data (Tab 9)

☐ Yes

--OR--

☒ Check here if located in a block group that **IS NOT** an enterprise zone

Poverty Level of the 2020 Census Block Group (less than 20%) _____

<20%

Backup Documentation Attached – 2020 Poverty Data (Tab 9)

☒ Yes

List all additional census tract block groups that the qualified business site encompasses:

***Note: Current updated listing of Distressed counties can be found at:**

<https://gov.texas.gov/business/page/texas-enterprise-zone-program> under “Texas Enterprise Zones Data” and is helpful for obtaining much of the requested information in this section.

United Supermarkets, L.L.C.

No Additional Addresses to be Included in Designation ☐

Provide the address of any additional location to be included in this designation and a detailed explanation how the activities that are performed at the additional location contribute to the project or activity at the qualified business site. List each additional address separately, with explanation following. Provide a map of the proximity of all locations including, the qualified business site behind this page.

7830 Orlando Avenue, Lubbock, TX 79423

This location, 7 miles from the Qualified Business Site, directly supports Corporate and Distribution center operations. These employees provide essential operational services such as supply chain management, inventory asset control, and purchasing management, as well as oversee the finance, accounting, and human resources departments.

6502 Slide Road, Lubbock, TX 79424

This location, 8 miles from the Qualified Business Site, directly supports Corporate and Distribution center operations. Due to growth and a lack of office space, United Supermarkets found it necessary to lease additional work space at this site. These employees provide essential operational services such as supply chain management, inventory asset control, and purchasing management, as well as oversee the finance, accounting, and human resources departments.

9801 Reese Boulevard, Lubbock, TX 79416 and 9924 North Reese Boulevard, Lubbock, TX 79416

Due to growth at the Qualified Business Site, United Supermarkets, L.L.C. relocated their IT Department in 2017 to a new facility 17 miles from the Qualified Business Site in Lubbock, located at 9801 Reese Blvd and 9924 N Reese Blvd. As part of the back-office support for the Qualified Business Site, these employees will continue to work closely with and be an integral part of the corporate and distribution facilities in Lubbock.

303 Avenue M, Lubbock, TX 79401

This location, 7 miles from the Qualified Business Site, on Avenue M houses logistics operations that work in conjunction with the main Distribution Center. This location provides United with additional regional transportation means to convenience stores and other retailers.

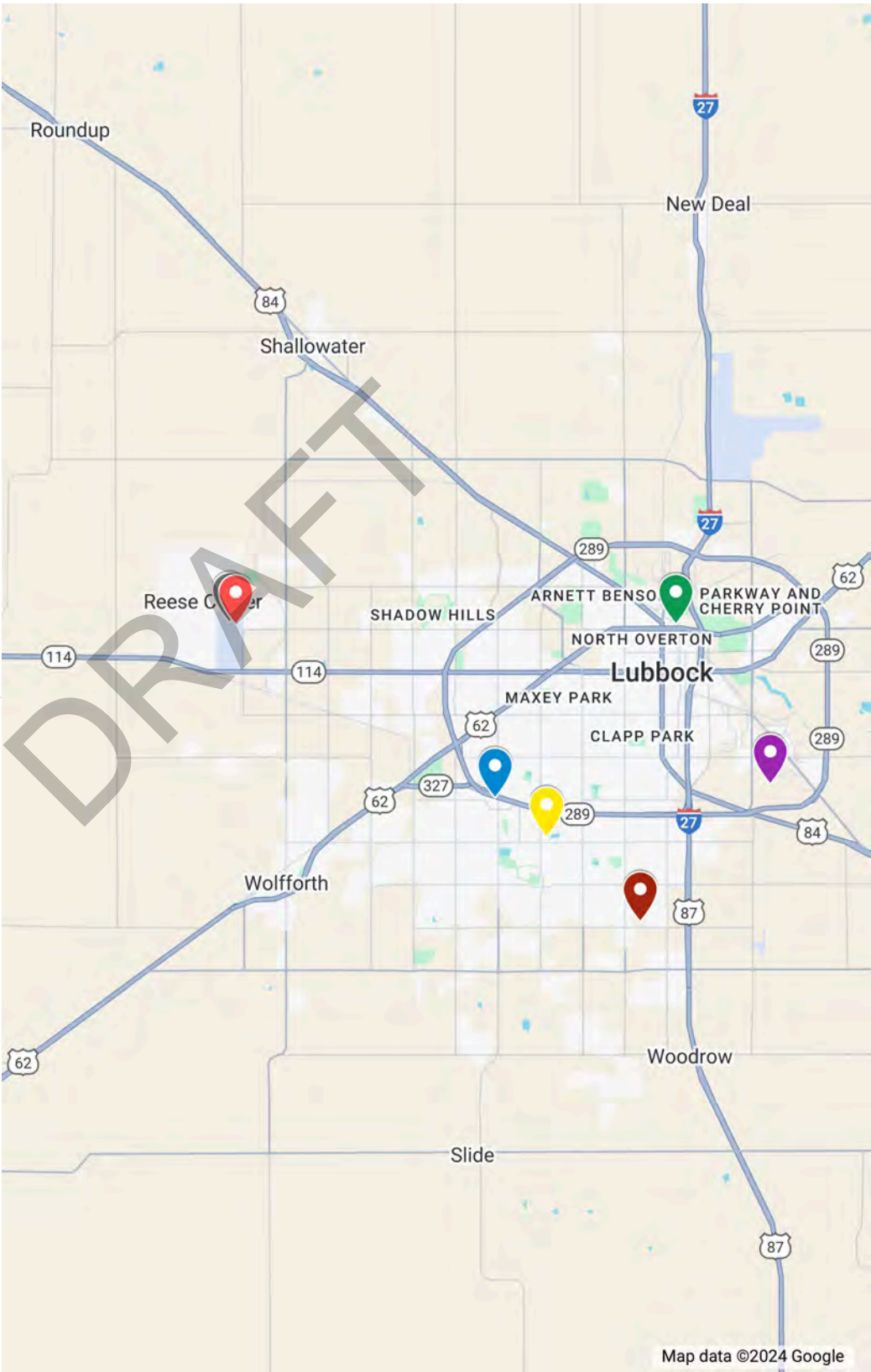
2206 114th Street, Lubbock, TX 79423

This 70,000 square foot location, 6 miles from the Qualified Business Site, allows United to centralize their food service production under one roof. Working in conjunction with the main Distribution Center, this location has allowed United to expand the prepared-foods aspect of their business.

United Supermarkets, L.L.C Additional Locations

Additional locations

- 5801 M.L.K. Jr Blvd - QBS
- 6502 Slide Rd
- 7830 Orlando Ave
- 9801 N Reese Blvd
- 9924 N Reese Blvd
- 303 Avenue M
- 2206 114th St



United Supermarkets, L.L.C.

VI. COMMUNITY EFFORT

Briefly describe efforts by the **governing jurisdiction during the last year** to encourage participation by residents, neighborhood groups, and other businesses in the area. Identify governing jurisdiction's efforts to revitalize the area.

The City of Lubbock City Council has called for a \$103 million street bond election scheduled for November 5, 2024, aimed at improving local infrastructure. This initiative reflects ongoing efforts to engage residents in decision-making processes that affect their neighborhoods. The council has encouraged public participation through informational sessions and outreach to gather feedback from citizens and businesses. By prioritizing community involvement, the City aims to enhance transparency and ensure that infrastructure improvements align with the needs of its residents.

The Lubbock Parks Master Plan, launched in October 2022, is a strategic initiative focused on enhancing the City's recreational spaces and facilities. It specifically aims to improve the Canyon Lakes system by upgrading amenities and increasing accessibility for residents. A key aspect of the plan is addressing staffing and resource demands to ensure these parks can effectively serve the growing population. Community engagement has played a vital role, with input from residents helping to shape the plan's objectives and goals. The master plan seeks to create a balanced mix of natural and recreational areas that enrich the lives of Lubbock's citizens. Overall, this initiative reflects the City's commitment to developing a vibrant and accessible park system that meets the needs of the community.

The City of Lubbock has decided to replace most of its public swimming pools with splash pads, a plan announced in October 2022 and set for completion by summer 2024. This decision addresses not only issues of age and disrepair, but also aims to create safer and more accessible water play options for families. The City's parks and recreation department emphasized the benefits of splash pads, which offer lower maintenance costs and provide an engaging environment for children. Community feedback has been integral to this transition, highlighting residents' preferences for modern, family-friendly amenities. By focusing on splash pads, Lubbock is committed to enhancing recreational opportunities and fostering a more enjoyable summer experience for its residents. Overall, this initiative reflects the city's dedication to meeting the evolving needs of its community.

On January 10, 2023, the Lubbock City Council awarded a \$232,123 contract for the renovation of park restrooms across seven parks, addressing issues in 12 vandalized and damaged facilities. The parks include Buddy Holly Recreation Area and Mackenzie Park South, which are prone to heavy foot traffic and vandalism. This action follows the council's December 13, 2023, decision to install five new concrete restroom buildings at various parks for \$517,395. Additionally, the council approved the purchase of 15 new low-floor diesel hybrid buses for over \$12 million, fully funded through federal grants, with expected delivery by late 2023 or early 2024.

United Supermarkets, L.L.C.

VII. BUSINESS ACTIVITY IN THE AREA

Briefly describe the type of **business activity** that has occurred **during the last two years** to revitalize the area. Estimate and describe the privately-sponsored investment or in-kind services used to improve the area or create jobs.

Taylor Rig and Equipment, which opened in January 2023, is creating 100 jobs with a \$225,000 investment, focusing on oilfield equipment repair and support. CoNetrix is expanding its operations with a \$15.3 million investment to construct a new facility and add 15 jobs, emphasizing its commitment to innovative workspaces. In addition, TrueNorth Steel has added 30 jobs due to increased demand for its new steel tank production line launched in March. LEDA President John Osborne expressed enthusiasm for the growth of Lubbock's business community.

Announced On May 11, 2023, a \$200 million expansion of X-FAB Texas, which is expected to create up to 250 new jobs over the next five years. This expansion positions X-FAB, the only U.S. location for the Belgium-based manufacturer, to ramp up its silicon carbide production in response to increasing market demand. The expansion is expected to stimulate economic growth in the region, providing new employment opportunities and supporting local businesses.

Announced on November 29, 2023, Taco Hydroflo Pump Solutions expanded into Lubbock, Texas, with a \$1.875 million investment and the addition of 38 new jobs. The City of Lubbock chosen for its strong manufacturing history and access to a skilled workforce from Texas Tech University, Lubbock benefits significantly from this expansion. Taco's commitment to community values and local support not only enhances its operations but also strengthens the city's economy, highlighting Lubbock's growing role as a key player in the manufacturing sector.

On April 26, 2024, The Lubbock Economic Development Alliance (LEDA) announced the expansion of Orbia's Connectivity Solutions business, Dura-Line, into Lubbock, which will create 141 new full-time jobs and involve over \$52 million in capital investment. Located in the Lubbock Logistics Center II, Dura-Line will manufacture plastic conduit for fiberoptic lines, supporting industries like telecommunications and energy. This expansion is significant for rural West Texas, as Dura-Line's production will enhance broadband connectivity in underserved areas, reinforcing Lubbock's role as a key player in regional economic growth.

United Supermarkets, L.L.C.

VIII. BUSINESS INFORMATION & STRUCTURE

Exact Legal Name Under Which the Business is Seeking Designation

United Supermarkets, L.L.C.

Federal Tax ID Number 75-0916445

Comptroller of Public Accounts Number 1-75-0916445-9

☒ Attach Certificate of Corporate Resolution authorizing the Enterprise Project Application (*Tab 10*)

Does the Qualified Business have a State Sales and Use Tax liability?

☒ Yes

☐ No

Is business current on tax payments with the State of Texas?

☒ Yes

☐ No

If not current on tax payments to the State, explain

DRAFT

Does the company currently have facilities in Texas?

☒ Yes

☐ No

Does the company have the authority to do business in Texas?

☒ Yes

☐ No

Check Applicable Documents indicating authority to do business in Texas from the Texas Secretary of State and attach a copy (*Tab 11*)

☐ Articles of Incorporation

☒ Certificate of Existence or Status

☐ Assumed Name Certificate

☐ Other _____

☐ Certificate of Formation

Office of the Governor
Economic Development and Tourism
Texas Enterprise Project Application

United Supermarkets, L.L.C.

What is the structure of the company?

- | | |
|---|---|
| <input type="checkbox"/> Privately Held Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Publicly Held Corporation | <input type="checkbox"/> Limited Partnership (LP) |
| <input checked="" type="checkbox"/> Limited Liability Corporation (LLC) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Sole Proprietorship | _____ |

Is the Qualified Business a Franchise?

☐ Yes ☒ No

Is the Qualified Business a Subsidiary?

☒ Yes ☐ No

	<u>Name</u>	<u>Percent</u>
List any person or entity that has over 5% ownership in the business (Attach additional page behind this page as needed)	Albertsons Companies, Inc.	100%
	_____	_____
	_____	_____
	_____	_____

Number of Years in Business 108

Number of Employees Worldwide 18,000

Parent Company Albertsons Companies, Inc.

Years Parent Company in Business 82

Location of Parent Company 250 East Parkcenter Boulevard

City Boise State ID Zip 83706 - 3940

Will any other entity of the controlled group be financially involved with this proposed enterprise project or activity?

☒ Yes ☐ No

If yes, provide an Organization Chart of the Business Structure behind this page

☒ It is Attached

Also, if yes, list each participating entity below and complete an Additional Participating Entities form (page 9 of this application) for each entity in the business controlled group participating in the project or activity

Llano Logistics, Inc.

Safeway, Inc.

Albertsons Companies, Inc.

Albertsons Companies, Inc.

```
graph TD; A[Albertsons Companies, Inc.] --> B[United Supermarkets, L.L.C.]; A --> C[Safeway, Inc.]; B --> D[Llano Logistics, Inc.]
```

United Supermarkets,
L.L.C.

Safeway, Inc.

Llano Logistics, Inc.

United Supermarkets, L.L.C.

IX. ADDITIONAL PARTICIPATING ENTITIES FORM

Not Applicable ☐

Complete the following information, including a contact, for each related entity that is a member of a controlled group that is **necessary** to the project or activity

Prefix Mr. First Name Cash Last Name Eagan

Title Vice President/General Manager

Organization Llano Logistics, Inc.

Street Address 5801 Martin Luther King Jr. Boulevard

Mailing Address 5801 Martin Luther King Jr. Boulevard

City Lubbock State TX Zip 79404 - 5507

Phone Number 806.472.5822 Fax Number _____

Email Address ceagan@unitedtexas.com

Federal Tax ID No. 74-2908772 Comptroller of Public Accounts No. 1-74-2908772-3

Provide a detailed description of this entity's role with respect to the project for each applicable category.

☐ Capital Investment for Use at the Qualified Business Site

☐ Direct Payment of State Sales and Use Taxes for Items Used at the Qualified Business Site

☒ Employment of Employees at the Qualified Business Site
Llano Logistics, Inc. is responsible for employment of employees at the Qualified Business Site.

United Supermarkets, L.L.C.

IX. ADDITIONAL PARTICIPATING ENTITIES FORM

Not Applicable ☐

Complete the following information, including a contact, for each related entity that is a member of a controlled group that is **necessary** to the project or activity

Prefix Ms. First Name Sarah Last Name Bever

Title Chief Financial Officer

Organization Safeway, Inc.

Street Address 5801 Martin Luther King Jr. Boulevard

Mailing Address 5801 Martin Luther King Jr. Boulevard

City Lubbock State TX Zip 79404 - 5507

Phone Number 806.791.0220 Fax Number _____

Email Address sbevers@unitedtexas.com

Federal Tax ID No. 94-3019135 Comptroller of Public Accounts No. 1-94-3019135-3

Provide a detailed description of this entity's role with respect to the project for each applicable category.

☒ Capital Investment for Use at the Qualified Business Site
Safeway, Inc. is responsible for the land and real commercial property located at the qualified
business address of 5801 Martin Luther King Jr. Boulevard, Lubbock, TX 79404.

☐ Direct Payment of State Sales and Use Taxes for Items Used at the Qualified Business Site

☐ Employment of Employees at the Qualified Business Site

United Supermarkets, L.L.C.

IX. ADDITIONAL PARTICIPATING ENTITIES FORM

Not Applicable ☐

Complete the following information, including a contact, for each related entity that is a member of a controlled group that is **necessary** to the project or activity

Prefix Ms. First Name Sarah Last Name Bevers

Title Chief Financial Officer

Organization Albertsons Companies, Inc.

Street Address 5801 Martin Luther King Jr. Boulevard

Mailing Address 5801 Martin Luther King Jr. Boulevard

City Lubbock State TX Zip 79404 - 5507

Phone Number 806.791.0220 Fax Number _____

Email Address sbevers@unitedtexas.com

Federal Tax ID No. 94-3019135 Comptroller of Public Accounts No. 1-94-3019135-3

Provide a detailed description of this entity's role with respect to the project for each applicable category.

☒ Capital Investment for Use at the Qualified Business Site
Albertsons Companies, Inc. is responsible for the capital investment at the qualified business
address of 5801 Martin Luther King Jr. Boulevard, Lubbock, TX 79404.

☒ Direct Payment of State Sales and Use Taxes for Items Used at the Qualified Business Site
Albertsons Companies, Inc. is responsible for the direct payment of state and use taxes for items
used at the qualified business address of 5801 Martin Luther King Jr. Boulevard, Lubbock, TX 79404.

☒ Employment of Employees at the Qualified Business Site
Albertsons Companies, Inc. is responsible for the employment of employees at the qualified business
address of 5801 Martin Luther King Jr. Boulevard, Lubbock, TX 79404.

United Supermarkets, L.L.C.

X. BUSINESS TYPE

Check **all** that apply

- | | |
|--|---|
| <input type="checkbox"/> Energy | <input checked="" type="checkbox"/> Consumer / Non-Cyclical |
| <input type="checkbox"/> Basic Materials | <input type="checkbox"/> Healthcare |
| <input type="checkbox"/> Capital Goods | <input type="checkbox"/> Financial |
| <input checked="" type="checkbox"/> Transportation | <input type="checkbox"/> Technology |
| <input type="checkbox"/> Consumer / Cyclical | <input type="checkbox"/> Telecommunication Services |
| <input type="checkbox"/> Services | <input type="checkbox"/> Utilities |
| <input type="checkbox"/> Manufacturing | |

NAICS Code: 493110

SIC Code: 4225

Primary Product or Service: United Supermarkets, L.L.C. operates a distribution center that stores and warehouses dry groceries, produce, and other consumer items for distribution to their 96 locations.

XI. INDUSTRY CLUSTER

If applicable, identify the targeted industry cluster within which this project falls.

- ☐ Advanced Technologies and Manufacturing, including four sub-clusters: Nanotechnology and Materials; Micro-electromechanical Systems; Semiconductor Manufacturing; Automotive Manufacturing
- ☐ Aerospace, Aviation and Defense
- ☐ Biotechnology and Life Sciences, **not** including medical services
- ☐ Information and Computer Technology, including three sub-clusters: Communications Equipment; Computing Equipment and Semiconductors; Information Technology
- ☐ Petroleum Refining and Chemical Products
- ☐ Energy, including three sub-clusters: Oil and Gas Production; Power Generation and Transmission; Manufactured Energy Systems
- ☒ None Apply

XII. MARKET FOR PRODUCT OR SERVICE

- | | |
|--|---|
| <input checked="" type="checkbox"/> Local | <input type="checkbox"/> Exporter (International) |
| <input checked="" type="checkbox"/> Regional | <input checked="" type="checkbox"/> Non-Exporter |
| <input checked="" type="checkbox"/> National | |
| <input type="checkbox"/> International | |

United Supermarkets, L.L.C.

XIII. EXISTING JOBS AT OTHER TEXAS LOCATIONS

No other Locations in Texas ☐

City	Number of Jobs
Abilene	698
Allen	234
Amarillo	1,888
Borger	114
Breckenridge	53
Brownfield	109
Brownwood	172
Burkburnett	144
Canyon	169
Childress	67
Clyde	64
Colleyville	278
Coppell	220
Dalhart	127
Dumas	109
Flower Mound	195
Frisco	502
Graham	132
Hereford	116
Lamesa	74
Levelland	414
Littlefield	43
Lubbock	2,614
Mansfield	276
McKinney	296
Midland	457
Total Jobs, Other Texas Locations	12,352

(Attach additional pages **behind this page** as needed.)

United Supermarkets, L.L.C.

XIII. EXISTING JOBS AT OTHER TEXAS LOCATIONS

City	Number of Jobs
Muleshoe	94
Odessa	516
Pampa	125
Pecos	150
Perryton	114
Plainview	268
Plano	230
Post	45
Quanah	47
San Angelo	167
Seminole	59
Seymour	40
Slaton	89
Snyder	124
Vernon	114
Wichita Falls	851
Wolfforth	27
Total Jobs, Other Texas Locations	12,352

United Supermarkets, L.L.C.

XIV. PRIMARY BUSINESS REPRESENTATIVE

Prefix Ms. First Name Sarah Last Name Bevers
Title Chief Financial Officer
Organization United Supermarkets, L.L.C.
Street Address 7830 Orlando Avenue
Mailing Address 7830 Orlando Avenue
City Lubbock State TX Zip 79423 - 1942
Phone Number 806.791.0220 Fax Number _____
Email Address sbevers@unitedtexas.com
Company Website www.unitedsupermarkets.com

XV. LOCAL BUSINESS REPRESENTATIVE (Qualified Business Site)

Prefix Ms. First Name Sarah Last Name Bevers
Title Chief Financial Officer
Organization United Supermarkets, L.L.C.
Street Address 5801 Martin Luther King Jr. Boulevard
Mailing Address 5801 Martin Luther King Jr. Boulevard
City Lubbock State TX Zip 79404 - 5507
Phone Number 806.791.0220 Fax Number _____
Email Address sbevers@unitedtexas.com
Company Website www.unitedsupermarkets.com

Is the Local Business Liaison **currently** located at the Qualified Business Site?

☒ Yes ☐ No

If not, when do you anticipate relocation to the Qualified Business Site?

XVI. PROJECT DESCRIPTION

- ☒ Description of the project in the form of a letter addressed to the governing body liaison and the Economic Development Bank on company letterhead **signed by the primary business representative** attached (Tab 12)

United Supermarkets, L.L.C.

XVII. PROJECT

Check **all** that apply

- ☐ None Apply
- ☐ New Business / Start-up
- ☐ Relocation from Out-of-State
- ☐ Open New Location
- ☒ Expansion *(new jobs)*
- ☐ Relocation within Nominating Jurisdiction
- ☐ Consolidation *(jobs being moved from one jurisdiction in Texas to another cannot be claimed for benefit)*
- ☐ Relocation within Texas *(jobs being moved from one jurisdiction in Texas to another cannot be claimed for benefit)*

Relocating From: _____

Provide a brief description of the circumstances of the move, including the number of jobs to be moved.

DRAFT

United Supermarkets, L.L.C.

XVIII. PROJECT CHARACTERISTICS

Check **all** that apply, provide a description of the related capital investment for each category

- ☐ Construct New Facility (_____ *sq. ft.*)
- ☐ Expand Existing Facility (by _____ *sq. ft.*)
- ☐ Renovate Existing Facility
- ☐ Upgrade / Repair Facility
- ☒ Upgrade Existing Machinery & Equipment
- ☒ Purchase New / Additional Machinery & Equipment

XIX. PROJECTED DATES AND MILESTONES

Provide the estimated date for each category (90-day window and end project designations, exact date). If a category does not apply, leave blank.

90-Day Window	<u>7/23/2024</u>
Begin Construction	<u>7/23/2024</u>
Construction Complete	<u>12/3/2029</u>
Purchase Machinery & Equipment	<u>7/23/2024</u>
Begin Hiring New Employees	<u>7/23/2024</u>
Begin Operations	<u>7/23/2024</u>
Fully Operational	<u>12/3/2029</u>
End Project Designation	<u>12/3/2029</u>

United Supermarkets, L.L.C.

XX. PROJECTED CAPITAL INVESTMENT

Land	_____
Building Construction	_____
Labor on Construction	_____
Building Expansion/Renovation Costs	_____
Machinery & Equipment	<u>\$5,000,000.00</u>
Other _____	_____
Total	<u>\$5,000,000.00</u>

What percent of the projected capital investment is for routine and planned maintenance, including, but not limited to "turnarounds", required to maintain regular business operations? 0.00%

Provide a detailed description of each category of capital investment for the proposed project or activity.

Over the next five years, United Supermarkets, L.L.C. ("United") anticipates investing more than \$5 million in facility upgrades and enhancements to our distribution center that will include production line enhancements, forklifts, and other equipment. Additionally, the capital projects included in the application encompasses upgrades to critical business software to optimize the operational efficiency to support ongoing business needs and accommodate future growth.

XXI. EXISTING JOBS AT THE QUALIFIED BUSINESS SITE

Attach a breakdown of types of existing full-time jobs by six-digit Standard Occupational Code and/or title, and the salary range or hourly rate for each (*Tab 13*)

Full-Time Jobs	<u>703</u>
Part-Time Jobs	_____
Contract Jobs	_____
Total Jobs at the Qualified Business Site	<u>703</u>

United Supermarkets, L.L.C.

XXII. FULL-TIME JOBS FOR BENEFIT

New Jobs

Attach a breakdown of types of new jobs to be created by six-digit Standard Occupational Code and/or title, and the salary range or hourly rate for each (*Tab 14*)

Total Number of New Full-Time Jobs to be Created 10

Total Amount of Annual Payroll for New Jobs	<u>\$538,195.00</u>
---	---------------------

☐ **Retained Jobs** (*check only if for benefit*)

Attach a breakdown of types of jobs to be retained for benefit by six-digit Standard Occupational Code and/or title, and the salary range or hourly rate for each. Include the original request by the business to the governing body signed by the primary business representative, as well as the documentation which verifies the qualifying criteria behind Tab 15.

(Tab 15)

Total Number of Jobs to be Retained for Benefit	490
---	-----

Total Amount of Annual Payroll for Retained Jobs	<u>\$32,035,627.00</u>
--	------------------------

Choose **all** that apply and include backup documentation

- ☐ Permanent employees will be permanently laid off (Chapter 2303.406(a)(4)(A))
- ☐ Business will permanently close down (Chapter 2303.406(a)(4)(B))
- ☐ Business will relocate out of Texas (Chapter 2303.406(a)(4)(C))
- ☒ Business is able to employ individuals in accordance with Section 2303.402 (Chapter 2303.406(a)(4)(D))
- ☐ Business facility has been legitimately destroyed or impaired due to fire, flood, tornado, hurricane, or any other natural disaster (Chapter 2303.406(a)(4)(E))

I have reviewed the request for the retained job benefit under the Texas Enterprise Zone Program, and verify that it meets the criteria outlined above, as required by statute. The backup documentation has been placed under *Tab 15* of this application.

Signature _____
(Governing Body Liaison)

Date _____

Printed Name Brianna Brown

Title Business Development Director

United Supermarkets, L.L.C.

XXIII. COMMITMENT TO THE COMMUNITY

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Commit to negotiate or cooperate in the achievement of the purposes of the Enterprise Zone Act. |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Commit to hire under-skilled, inexperienced, disadvantaged or displaced workers who reside in an enterprise zone. |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Commit to hire minority workers and to contract with minority-owned businesses. |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Commit to provide technical and vocational job training for enterprise zone residents or economically disadvantaged employees. |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Commit to provide child care for employees. |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Commit to implement and contribute to a tutoring or mentoring program for area students. |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Commit to work toward the prevention or reduction of juvenile crime activity. |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Commit to make contributions to the well-being of the community, such as job training, or the donation of land for parks or other public purposes. |

XXIV. ADDITIONAL COMMITMENTS

- | | | |
|---|-----------------------------|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Employee benefits provided (i.e., medical coverage, prescription drug coverage, dental plan, flexible spending accounts, life insurance, 401K, stock options, etc.) |
|---|-----------------------------|---|

No Additional Commitments are Anticipated ☒

Outline the company's additional commitments to the community by specific recipient and dollar value of anticipated contribution(s) **during the designation period.**

United Supermarkets, L.L.C.

XXV. SOURCE OF FUNDING

The project will be financed by (check all that apply)

- ☒ Internal Sources
☐ External Sources

The Project received (check all that apply):

- ☐ Texas Enterprise Fund Grant
☐ Texas Emerging Technology Fund Grant
☐ Industrial Revenue Bonds
☐ Tax Increment Financing

Provide a brief narrative description of the method of financing the project *(do not attach financial statements)*

The capital investment projects represented in this Application will be funded by internal cash flow.

XXVI. PROPERTY ACCESS

Check the appropriate box below and provide a copy of the executed documents indicating property access *(Tab 16)*

- | | |
|---|---|
| <input type="checkbox"/> Lease Agreement | <input type="checkbox"/> Purchase Agreement |
| <input type="checkbox"/> Lease / Purchase Agreement | <input checked="" type="checkbox"/> Other <u>Lubbock CAD Property Tax Records</u> |

United Supermarkets, L.L.C.

XXVII. STATUS OF PERMITS

☐ Pending

☐ Current

☒ No Permits Required

List any local, state or federal permits that are pending, along with the issuing agency and the expected date of receipt. Do **not** attach copies of permits.

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United Supermarkets, L.L.C.

XXVIII. CONCURRENT DESIGNATION

This application for enterprise project status constitutes a concurrent designation ☐ Yes ☒ No
If yes, complete this section in its entirety and provide requested attachments

Provide a brief explanation of the capital investment and new and/or retained jobs for each designation, delineating what capital investment and jobs will apply to which designation with timelines for all. (Attach additional pages behind this page as needed.)

Breakdown of Concurrent Project Designations:

Attach a breakdown of types of jobs for benefit by six-digit Standard Occupational Code and/or title, and the salary range or hourly rate for each designation (Tab 17)

Number of Jobs at the 90-Day Window Date for the First Project Designation					<u>Baseline Jobs</u>
<u>Date Approved</u>	<u>Date Expires</u>	<u>Date Jobs* Certified</u>	<u>Capital Investment</u>	<u>New Jobs</u>	<u>Retained Jobs</u>
		TOTAL			

**Last certification. If no jobs have been certified, provide an explanation as to why not and when application for certification of jobs is expected to occur. Place the explanation behind this page.*

United Supermarkets, L.L.C.

XXIX. SELF-EVALUATION

Total Distress of the Area Score (max. 85 pts.) 15

Total Local Effort Score (max. 53 pts.) 36

Total Private Effort Score (max. 75 pts.) 44

TOTAL PROJECT SCORE 95

For internal use only:

Points Awarded for State Priority (max. 10 pts.)

Provide backup documentation for **ALL** areas for which points are taken (Tab 18). **If backup documentation is not provided in Tab 18 points will not be awarded.**

Distress of the Area (Qualified Business Site) (40%)

Jurisdiction Population 257,141

Population of nominating **Jurisdiction*** is less than 50,000 (2020 decennial census)

Backup Attached ☐

☐ Yes 10 pts

County Population 310,639

Population of **County** is less than 50,000 (2020 decennial census)

Backup Attached ☐

☐ Yes 5 pts

Poverty Level of **Distressed County**

Backup Attached ☐

☐ 15.5% - 19.9% poverty (2020 decennial census) 4 pts

☐ 20.0% - 29.9% poverty (2020 decennial census) 6 pts

☐ 30.0% - 39.9% poverty (2020 decennial census) 8 pts

☐ 40.0% - 49.9% poverty (2020 decennial census) 12 pts

☐ 50.0% poverty and above (2020 decennial census) 15 pts

Poverty Level of **Block Group** <20%

Backup Attached ☐

☐ 20.0% - 29.9% poverty (2020 decennial census) 4 pts

☐ 30.0% - 39.9% poverty (2020 decennial census) 6 pts

☐ 40.0% - 49.9% poverty (2020 decennial census) 10 pts

☐ 50.0% poverty and above (2020 decennial census) 15 pts

*Note: Current updated listing of Distressed Counties can be found at:

<https://gov.texas.gov/business/page/texas-enterprise-zone-program> under "Texas Enterprise Zones Data" with links to distressed counties by year and is helpful for obtaining much of the requested information in this section.

United Supermarkets, L.L.C.

Poverty Level of nominating **Jurisdiction*** 19.90% Backup Attached ☐

☐ 20.0% - 22.9% poverty (2020 decennial census) 4 pts _____

☐ 23.0% - 24.99% poverty (2020 decennial census) 6 pts _____

☐ 25.0% - 29.9% poverty (2020 decennial census) 8 pts _____

☐ 30.0% poverty and above (2020 decennial census) 10 pts _____

Poverty Level of **County** 18.50% Backup Attached ☐

☐ 20.0% - 22.9% poverty (2020 decennial census) 4 pts _____

☐ 23.0% - 24.9% poverty (2020 decennial census) 6 pts _____

☐ 25.0% - 29.9% poverty (2020 decennial census) 8 pts _____

☐ 30.0% poverty and above (2020 decennial census) 10 pts _____

Unemployment Level for **County** (most recent year) 3.30% Backup Attached ☐

☐ 5.0% - 6.49% unemployment 1 pts _____

☐ 6.5% - 7.9% unemployment 2 pts _____

☐ 8.0% - 9.9% unemployment 8 pts _____

☐ 10.0% and above unemployment 10 pts _____

County Adult Population without High School Diploma or Equivalent (2020 decennial census) 12.80% Backup Attached ☐

☐ 25.4% or above 10 pts _____

State or Federally-Declared Disaster Area (within the past 12 months) Backup Attached ☒

☒ Yes -- ☒ State ☐ Federal 10 pts 10

Date Disaster Declared 9/26/2024

Adversely Affected Defense Dependent Community (BRAC** Impacted) Backup Attached ☒

☒ Yes 5 pts 5

*If the nominating jurisdiction is a county, take points under both nominating jurisdiction and county, if earned.

**Base Closure and Realignment Commission

Total Distress of the Area Score (max. 85 pts.) 15

United Supermarkets, L.L.C.

Local Effort (25%)

Based on the Nominating Ordinance or Order (*incentive must be listed specifically in the nominating ordinance or order*)

Check local incentives offered and record points earned up to the maximum of 53 points. Take Points in black if included in the local order and take points in red if incentive is included in the local order **AND** actually delivered to the project.

For points in Red, attach copy of executed incentive contract(s) in Tab 18.

<input type="checkbox"/>	Local Sales Tax Refund	2/4 pts	_____
<input checked="" type="checkbox"/>	Tax Abatement	2/4 pts	<u>4</u>
<input checked="" type="checkbox"/>	Tax Increment Financing	2/4 pts	<u>2</u>
<input checked="" type="checkbox"/>	Freeport Exemption	2 pts	<u>2</u>
<input checked="" type="checkbox"/>	Economic Development Sales Tax (4A) Contribution	2/4 pts	<u>2</u>
<input type="checkbox"/>	Economic Development Sales Tax (4B) Contribution	2/4 pts	_____
<input checked="" type="checkbox"/>	Chapter 380/381	2/4 pts	<u>2</u>
<input checked="" type="checkbox"/>	Other Tax Deferrals, Tax Refunds or Tax Incentives	2/4 pts	<u>2</u>
<input checked="" type="checkbox"/>	Zoning Changes / Variances	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Building Code Exemptions	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Impact / Inspection Fee Exemptions	2 pts	<u>2</u>
<input checked="" type="checkbox"/>	Streamlined Permitting	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Improved Police and/or Fire Protection	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Community Crime Prevention Programs	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Special Public Transportation Routes or Reduced Fares	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Capital Improvements in Water and Sewer Facilities	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Road Repair	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Creation or Improvement of Parks	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Low-Interest Loans for Housing Rehabilitation or New Construction	1 pt	<u>1</u>
<input type="checkbox"/>	Transfer Abandoned Housing to Individuals or Community Groups	1 pt	_____
<input checked="" type="checkbox"/>	Low-Interest Loans for Business	2/4 pts	<u>2</u>
<input type="checkbox"/>	Use of Surplus School Buildings for Incubators	1 pt	_____
<input checked="" type="checkbox"/>	Provision of Publicly Owned Land for Development Purposes	1/4 pt	<u>1</u>
<input checked="" type="checkbox"/>	One-Stop Permitting, Problem Resolution Center or Ombudsmen	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Promotion and Marketing Services	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Job Training and Employment Services	1/4 pt	<u>1</u>
<input checked="" type="checkbox"/>	Retraining Program	1/4 pt	<u>1</u>
<input checked="" type="checkbox"/>	Literacy and Employment Skills Programs	1/4 pt	<u>1</u>
<input checked="" type="checkbox"/>	Vocational Education	1/4 pt	<u>1</u>
<input checked="" type="checkbox"/>	Customized Job Training	1/4 pt	<u>1</u>

Total Local Effort Score (max. 53pts.) 36

United Supermarkets, L.L.C.

Private Effort (35%)

Commitment to the Community (If taking 3 points for any program below, please provide a description of the program and contact name & numbers in Tab 18.) If Tab 18 documentation is not included points will not be awarded.

- ☒ Negotiate or cooperate in the achievement of the purposes of the Enterprise Zone Act 1 pt 1
- ☒ Hire under-skilled, inexperienced, disadvantaged or displaced workers who reside in an enterprise zone 1 pt 1
- ☒ Hire minority workers and contract with minority-owned businesses 1 pt 1
- ☒ Provide technical/vocational training for enterprise zone residents and economically disadvantaged employees 3 pts 3
- ☐ Provide child care for employees 3 pts
- ☒ Veterans assistance or recruitment program(s) 3 pts 3
- ☒ Implement or contribute to a tutoring or mentoring program for area students 3 pts 3
- ☒ Participate in juvenile crime prevention program 3 pts 3
- ☒ Contribute to the well-being of the community, such as job training, or donation of land for parks or other public purposes 3 pts 3

Subtotal of Commitments to the Community 18

Average Job Wage Level of Jobs Compared to County Average Weekly Wage (AWW)

Backup Attached ☒

Note: In order to be eligible, the project MUST be at or above County AWW

- ☒ Attached County Average Weekly Wage backup for Lubbock County for 2023 (year)

First Quarter	<u>\$1,012.00</u>			
Second Quarter	<u>\$979.00</u>			
Third Quarter	<u>\$1,026.00</u>			
Fourth Quarter	<u>\$1,051.00</u>			
TOTAL	<u>\$4,068.00</u>	÷ 4 =	<u>\$1,017.00</u>	(County AWW)

Calculate the average weekly wage in the formula below including only the new and/or retained jobs represented in this application for state benefit.

<u>\$32,573,822.48</u>	÷	<u>500</u>	=	<u>\$65,147.64</u>	÷	52 =	<u>\$1,252.84</u>
<i>Total Annual Payroll</i>		<i># of Jobs</i>		<i>Avg. Annualized Wage</i>			<i>AWW</i>

County AWW \$1,017.00 110% of County AWW \$1,118.70 120% of County AWW \$1,220.40

Choose One

- ☐ AWW ≥ AWW for County 3 pts
- ☐ AWW ≥ 110% of AWW for County 8 pts
- ☒ AWW ≥ 120% of AWW for County 10 pts 10

United Supermarkets, L.L.C.

Number of Jobs for Benefit (*choose applicable category and range*)

- | | | |
|--|--------|---------------|
| <input checked="" type="checkbox"/> 10 to 199 new jobs for benefit | 4 pts | <u>4</u> |
| <input type="checkbox"/> 200 to 299 new jobs for benefit | 8 pts | <u> </u> |
| <input type="checkbox"/> 300 to 399 new jobs for benefit | 12 pts | <u> </u> |
| <input type="checkbox"/> 400 to 499 new jobs for benefit | 16 pts | <u> </u> |
| <input type="checkbox"/> 500 and Above new jobs for benefit | 25 pts | <u> </u> |

--AND--

- | | | |
|--|-------|---------------|
| <input type="checkbox"/> 10 to 99 retained jobs for benefit | 1 pt | <u> </u> |
| <input type="checkbox"/> 100 to 199 retained jobs for benefit | 2 pts | <u> </u> |
| <input type="checkbox"/> 200 to 299 retained jobs for benefit | 2 pts | <u> </u> |
| <input type="checkbox"/> 300 to 399 retained jobs for benefit | 3 pts | <u> </u> |
| <input checked="" type="checkbox"/> 400 to 499 retained jobs for benefit | 4 pts | <u>4</u> |
| <input type="checkbox"/> 500 and Above retained jobs for benefit | 5 pts | <u> </u> |

Capital Investment (*choose applicable range*)

- | | | |
|--|--------|---------------|
| <input type="checkbox"/> \$40,000 to \$399,999 | 1 pt | <u> </u> |
| <input type="checkbox"/> \$400,000 to \$999,999 | 2 pts | <u> </u> |
| <input type="checkbox"/> \$1,000,000 to \$4,999,999 | 3 pts | <u> </u> |
| <input checked="" type="checkbox"/> \$5,000,000 to \$149,999,999 | 4 pts | <u>4</u> |
| <input type="checkbox"/> \$150,000,000 to \$249,999,999 | 8 pts | <u> </u> |
| <input type="checkbox"/> \$250,000,000 and Above | 10 pts | <u> </u> |

Employee Benefits Provided

- | | | |
|---|------|----------|
| <input checked="" type="checkbox"/> Employee benefits provided (i.e., medical coverage, prescription drug coverage, dental plan, flexible spending accounts, life insurance, 401K, stock options, etc.) | 2 pt | <u>2</u> |
|---|------|----------|

Backup Attached ☒

Type of Jobs

- | | | |
|---|------|----------|
| <input checked="" type="checkbox"/> Jobs are Primary Jobs as defined in the Dev. Corp. Act, <i>as amended</i> | 2 pt | <u>2</u> |
|---|------|----------|

Backup Attached ☒

Industry Cluster

- | | | |
|---|------|---------------|
| <input type="checkbox"/> Business is a targeted industry cluster as listed on page 10 | 2 pt | <u> </u> |
|---|------|---------------|

Backup Attached ☐

Total Private Effort Score (max. 75 pts.) 44

United Supermarkets, L.L.C.

XXX. CERTIFICATION OF APPLICATION

Governing Body Liaison

Prefix Ms. First Name Brianna Last Name Brown

Title Business Development Director

Organization City of Lubbock

Street Address 1314 Avenue K

Mailing Address 1314 Avenue K

City Lubbock State TX Zip 79401 - 4051

Phone Number 806.775.3082 Fax Number _____

Email Address bbrown@mylubbock.us

Community Website ci.lubbock.tx.us

To the best of my knowledge and belief, the information contained in this Enterprise Project Application is true and correct and I have read the Texas Enterprise Zone Act and the Enterprise Zone Program Rules and am familiar with the provisions contained therein, as evidenced by my signature below.

Signature _____ Date _____
(Governing Body Liaison)

Printed Name Brianna Brown Title Business Development Director

GIVEN under my hand and seal of office this _____ day of _____, _____

Notary Public, State of Texas

(Notary Seal)

My commission expires _____

United Supermarkets, L.L.C.

XXXIa. QUALIFIED BUSINESS CERTIFICATION AND AGREEMENT

The nominated Enterprise Project hereby certifies and agrees that it:

1. is located in, or has committed to locate in City of Lubbock, Texas, in Lubbock County, Texas; and
2. will maintain separate payroll and tax records of the business activity conducted at the qualified business site, or other information as required by local and state government units; and
3. commits to participate in local efforts to achieve development and revitalization of the area; and
4. understands that before obtaining a state benefit, the qualified business must submit to the Comptroller a certified report of the actual number of jobs created and/or retained and the capital investment made; and
5. understands that to be a qualified business eligible for enterprise project designation, twenty-five percent (25%) of the new or additional employees hired must be residents of an enterprise zone or economically disadvantaged persons or veterans if the qualified business site is located in an enterprise zone, or thirty-five percent (35%) if the qualified business site is located outside of an enterprise zone; and
6. commits that 35 percent of its new employees will be residents of an enterprise zone, economically disadvantaged persons, or veterans; and
7. understands that the project must maintain the level of employment and the jobs for which a refund has been received to the end of the designation period or for at least three (3) years from the date of refund of state sales and use taxes, whichever is later, or it may become liable for recapture of refunded taxes and interest by the Texas Comptroller of Public Accounts (Comptroller); and
8. will report to the Comptroller the status and effectiveness of the designation; and
9. certifies that the project, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker; and
10. understands that the state sales and use tax refund is subject to approval by the Comptroller and the requirements of the Tax Code and applicable Administrative Rules – specifically Section 151.429 of the Tax Code and Title 34 Texas Administrative Code, Section 3.329. Construction contracts must be “separated” (i.e. contract in which the agreed contract price is divided into a separately stated agreed contract price for incorporated materials and a separately stated agreed contract price for skill and labor) and not “lump-sum” in order to claim a refund of state sales tax.

This certification and agreement is effective from the date of designation through the date of expiration as an enterprise project.

To the best information and belief, the information contained in this Enterprise Project Application is true and correct and I, as primary business representative, have read the Texas Enterprise Zone Program Act and the Enterprise Zone Program Rules and am familiar with the provisions contained therein as evidenced by my signature below.

Signed _____
(Primary Business Representative)

Printed Name Sarah Bevers

Title Chief Financial Officer

Date _____

GIVEN under my hand and seal of office this _____
day of _____, _____

Notary Public, State of _____

My commission expires _____
(Notary Seal)

United Supermarkets, L.L.C.

XXXIb. QUALIFIED BUSINESS CERTIFICATION AND AGREEMENT

The nominated Enterprise Project hereby certifies and agrees that it:

1. is located in, or has committed to locate in City of Lubbock, Texas, in Lubbock County, Texas; and
2. will maintain separate payroll and tax records of the business activity conducted at the qualified business site, or other information as required by local and state government units; and
3. commits to participate in local efforts to achieve development and revitalization of the area; and
4. understands that before obtaining a state benefit, the qualified business must submit to the Comptroller a certified report of the actual number of jobs created and/or retained and the capital investment made; and
5. understands that to be a qualified business eligible for enterprise project designation, twenty-five percent (25%) of the new or additional employees hired must be residents of an enterprise zone or economically disadvantaged persons or veterans if the qualified business site is located in an enterprise zone, or thirty-five percent (35%) if the qualified business site is located outside of an enterprise zone; and
6. commits that 35 percent of its new employees will be residents of an enterprise zone, economically disadvantaged persons, or veterans; and
7. understands that the project must maintain the level of employment and the jobs for which a refund has been received to the end of the designation period or for at least three (3) years from the date of refund of state sales and use taxes, whichever is later, or it may become liable for recapture of refunded taxes and interest by the Texas Comptroller of Public Accounts (Comptroller); and
8. will report to the Comptroller the status and effectiveness of the designation; and
9. certifies that the project, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker; and
10. understands that the state sales and use tax refund is subject to approval by the Comptroller and the requirements of the Tax Code and applicable Administrative Rules – specifically Section 151.429 of the Tax Code and Title 34 Texas Administrative Code, Section 3.329. Construction contracts must be “separated” (i.e. contract in which the agreed contract price is divided into a separately stated agreed contract price for incorporated materials and a separately stated agreed contract price for skill and labor) and not “lump-sum” in order to claim a refund of state sales tax.

This certification and agreement is effective from the date of designation through the date of expiration as an enterprise project.

To the best information and belief, the information contained in this Enterprise Project Application is true and correct and I, as the local business liaison, have read the Texas Enterprise Zone Program Act and the Enterprise Zone Program Rules and am familiar with the provisions contained therein as evidenced by my signature below.

Signed _____
(Local Business Representative)

Printed Name Sarah Bevers

Title Chief Financial Officer

Date _____

GIVEN under my hand and seal of office this _____
day of _____, _____

Notary Public, State of Texas

My commission expires _____
(Notary Seal)

United Supermarkets, L.L.C.

XXXII. PARTICIPATING CONSULTANT FORM

No Consultant Participating ☐

Complete the following information for each consultant involved with this project (*Attach copy of the Power of Attorney, if applicable – Tab 19*)

First Name Melissa Last Name Munoz

Title Principal

Organization Ryan, LLC

Street Address Three Galleria Tower, 13155 Noel Road, #100

Mailing Address Three Galleria Tower, 13155 Noel Road, #100

City Dallas State TX Zip 75240 - 5090

Phone Number 505.312.5118 Fax Number 503.312.4948

Mobile Number 512.369.3545 Website www.ryan.com

Email Address melissa.munoz@ryan.com

☒ Application Preparer ☒ Other Consultant

Representing United Supermarkets, L.L.C.

Brief Description of Consultant's Role with Application Represent and assist United Supermarkets, L.L.C. with all areas of Texas Enterprise Zone Program including the Application, job certification, and any other duties as may be required for the program benefits.

I confirm that the above-named consultant has been retained to participate in this application process as outlined above.

Signature _____ Date _____
(Authorizing Participant)

Printed Name Sarah Bevers Title Chief Financial Officer

To the best of my knowledge and belief, the information contained in this Enterprise Project Application is true and correct.

Signature _____ Date _____
(Participating Consultant)

Printed Name Melissa Munoz Title Principal

United Supermarkets, L.L.C.

City of Lubbock

XXXIII. APPLICATION FEE MEMORANDUM (Enterprise Zone Program)

TO: Office of the Governor
Attn: Financial Services
Post Office Box 12878
Austin, Texas 78711

Subject: Submission of Texas Enterprise Zone Program Application Fee made payable to **Office of the Governor** for an Enterprise Project Application Submitted by City of Lubbock on Behalf of United Supermarkets, L.L.C. for the December 2, 2024 Quarterly Application Round

Financial Services, please send this form along with a copy of the attached Non-Refundable Application Fee made payable to **Office of the Governor**, Interagency to the Economic Development and Tourism Division, Attn: Enterprise Zone Program Staff, Economic Development Bank for the December 2, 2024 Enterprise Project Round submitted by City of Lubbock on behalf of United Supermarkets, L.L.C.

- ☐ \$500 for a Half Enterprise Project
☒ \$750 for an Enterprise Project
☐ \$1,500 for a Double Jumbo Enterprise Project
☐ \$2,250 for a Triple Jumbo Enterprise Project

If you have questions regarding this submission, please contact:

First Name Melissa Last Name Munoz

Title Principal

Organization Ryan, LLC

Street Address Three Galleria Tower, 13155 Noel Road, #100

Mailing Address Three Galleria Tower, 13155 Noel Road, #100

City Dallas State TX Zip 75240 - 5090

Phone Number 505.312.5118 Fax Number 503.312.4948

Email Address melissa.munoz@ryan.com

TAB 2
Government Posting

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations



TEXAS ENTERPRISE PROJECT APPLICATION

PUBLIC HEARING NOTICE

Notice is hereby given that the City Council of the City of Lubbock will conduct a public hearing on November 5, 2024 at 12:30 P.M. and consider an ordinance on November 12, 2024 at 12:30 P.M. in the Council Chambers in Lubbock City Hall, located at Citizens Tower, 1314 Avenue K Lubbock, TX 79401, for the purpose of receiving public comments on the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code as revised. Also, to be discussed and considered is the nomination of United Supermarkets, L.L.C. located at 5801 Martin Luther King Jr. Boulevard, Lubbock, Texas 79404, as a Texas Enterprise Zone Project to the Office of the Governor Economic Development and Tourism. Possible tax incentives to be offered to projects within the City of Lubbock will be discussed at the meeting. This hearing will be pursuant to the ordinance considered and voted on by the City Council on November 12, 2024. All interested parties are encouraged to attend and present their views.

For additional information, please contact Brianna Brown, Business Development Director, at 806.775.3082.

CERTIFICATION

This public notice was posted on the official bulletin board on Lubbock City Hall, located at Citizens Tower, 1314 Avenue K Lubbock, TX 79401 on or before 12:30 P.M., October 29, 2024.

TAB 3
Notice of Hearing in Newspaper

Texas Enterprise Project Application
United Supermarkets, L.L.C.
City of Lubbock, Texas Operations



TEXAS ENTERPRISE PROJECT APPLICATION

**City of Lubbock, Texas
PUBLIC HEARING NOTICE
November 5, 2024
12:30 P.M.
City Council Chambers**

Notice is hereby given that the City Council of the City of Lubbock will conduct a public hearing on November 5, 2024 at 12:30 P.M. and consider an ordinance on November 12, 2024 at 12:30 P.M. in the Council Chambers in Lubbock City Hall, located at Citizens Tower, 1314 Avenue K Lubbock, TX 79401, for the purpose of receiving public comments on the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code as revised. Also, to be discussed and considered is the nomination of United Supermarkets, L.L.C. located at 5801 Martin Luther King Jr. Boulevard, Lubbock, Texas 79404, as a Texas Enterprise Zone Project to the Office of the Governor Economic Development and Tourism. Possible tax incentives to be offered to projects within the City of Lubbock will be discussed at the meeting. This hearing will be pursuant to the ordinance considered and voted on by the City Council on November 12, 2024. All interested parties are encouraged to attend and present their views.

For additional information, please contact Brianna Brown, Business Development Director, at 806.775.3082.

TAB 4
Notice of Hearing to the Bank

Texas Enterprise Project Application
United Supermarkets, L.L.C.
City of Lubbock, Texas Operations



DRAFT - PLEASE PRINT ON CITY LETTERHEAD

October 18, 2024

Ms. Adriana Cruz
Executive Director
Office of the Governor
Economic Development & Tourism
1100 San Jacinto Boulevard, 3rd Floor
Austin, Texas 78701

RE: Nomination of United Supermarkets, L.L.C. for Texas Enterprise Project Status

Dear Ms. Cruz:

United Supermarkets, L.L.C. has requested a nomination from the City of Lubbock to the Texas Economic Development Bank for consideration and designation as a Texas Enterprise Zone Project. The following public notice concerning this public hearing will be published in *Lubbock Avalanche-Journal* newspaper and posted on the official bulletin board at the Lubbock City Hall on or before October 29, 2024.

Notice is hereby given that the City Council of the City of Lubbock will conduct a public hearing on November 5, 2024 at 12:30 P.M. and consider an ordinance on November 12, 2024 at 12:30 P.M. in the Council Chambers in Lubbock City Hall, located at Citizens Tower, 1314 Avenue K Lubbock, TX 79401, for the purpose of receiving public comments on the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code as revised. Also, to be discussed and considered is the nomination of United Supermarkets, L.L.C. located at 5801 Martin Luther King Jr. Boulevard, Lubbock, Texas 79404, as a Texas Enterprise Zone Project to the Office of the Governor Economic Development and Tourism. Possible tax incentives to be offered to projects within the City of Lubbock will be discussed at the meeting. This hearing will be pursuant to the ordinance considered and voted on by the City Council on November 12, 2024. All interested parties are encouraged to attend and present their views.

For additional information, please contact me at 806.775.3082.

Sincerely,

Brianna Brown
Business Development Director
City of Lubbock

cc: Ms. Melissa Munoz, Principal, Ryan, LLC

TAB 5
Transcript or Minutes of Public Hearing Held

Texas Enterprise Project Application
United Supermarkets, L.L.C.
City of Lubbock, Texas Operations



TAB 6
Participating Ordinance

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations



ORDINANCE No.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; NOMINATING UNITED SUPERMARKETS, L.L.C. TO THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT; PROVIDING TAX INCENTIVES; DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES; DIRECTING STAFF TO SUBMIT AN APPLICATION IN CONJUNCTION WITH NOMINATION; DESIGNATING THE EFFECTIVE PERIOD FOR THE ENTERPRISE PROJECT; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas (City) desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act (the "Act"), United Supermarkets, L.L.C. has applied to the City for designation as an enterprise project; and

WHEREAS, the project or activity is not located in an area designated as an enterprise zone; and

WHEREAS, the City finds that United Supermarkets, L.L.C. meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in full compliance with Chapter 2303, Texas Government Code prior to nomination of an eligible business;

WHEREAS, a public hearing to consider this ordinance was held by the City Council of the City of Lubbock (the "Council") on November 5, 2024; **NOW THEREFORE,**

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

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

Section 2: THAT the City nominates United Supermarkets, L.L.C. for enterprise project status

Section 3: THAT the following local incentives, at the election of the governing body, are or will be made available:

i) Tax Abatement - The City may abate taxes on industrial projects on the increase in value of real property improvements and eligible personal property jurisdiction wide. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of Lubbock Industrial Tax Abatement Policy, and with qualified employees being defined by the Act.

ii) Tax Increment Financing - Four Tax Increment Financing Reinvestment Zones have been established within the City.

iii) Freeport Exemption - Freeport goods, as described in Art. 8 Sec. 1-j(a) of the Texas Constitution and Section 11.25 of the Texas Tax Code, are tax exempt pursuant to City of Lubbock Resolution No. 6142, passed December 18, 1998.

iv) Economic Development Sales Tax (4A) Contribution – The City of Lubbock’s 4A Contribution funds the Lubbock Economic Development Alliance (LEDA)

v) Chapter 380 – Through Local Government Code Chapter 380 the City of Lubbock provides property tax rebates or grants to meet the qualifications of the City’s Chapter 380 abatement guidelines.

vi) Other Tax Deferrals, Tax Refunds or Tax Incentives – The City of Lubbock may provide other tax deferrals, refunds or incentives on as needed basis.

vii) Zoning Changes/Variances

A) Zoning Ordinances of the City may be amended in such a manner as to promote economic development.

B) The Zoning Board of Adjustment may grant a variance or a special exception for a particular property.

v) Capital Improvements in Water and Sewer Facilities - As part of its ongoing capital improvements program, the City replaces and upgrades its water and sewer infrastructure as required.

vi) Creation or improvement of parks - The City has an ongoing park improvement project relating to park amenities.

vii) Road Repair - Annual maintenance and repair of roads citywide is provided through an ongoing capital improvements program.

viii) Low-interest loans for housing rehabilitation or new construction - The City has a Community Development Program funded from Community Development Block Grants and the HOME program for granting low interest loans for housing rehabilitation or new construction.

ix) Promotion and Marketing Services - Lubbock Economic Development Alliance (LEDA), the City's 4A economic development sales tax corporation, and Market Lubbock Economic Development Corporation (Market Lubbock), which is funded almost entirely by the City of Lubbock, provide marketing and promotion services for the City to targeted businesses.

x) Customized Job Training - LEDA, the 4A Economic Development Corporation for Lubbock, and Market Lubbock work with new and existing businesses, as part of their programs, to provide job training and job creation incentives on a case-by-case basis.

- A) Retraining Program – programs offered may include retraining of existing employees.
- B) Literacy and Employment Skills Program – training programs may include and literacy and employment skills training.
- C) Vocational Education – programs may include vocation skills as need by employer.

xi) Job Training and Employment Services - The City participates in Workforce Solutions South Plains, the local workforce development board, to provide training, retraining, and employment services for local employers.

xii) Streamlined Permitting - The City, through its new online permitting and one stop shop on the 1st floor of the new Citizens Tower, provides streamlined permitting.

xiii) Improved Police and/or Fire Protection- The City has constructed new community police substations as a part of the new community policing model that is a part of the Public Safety Improvements Project which constructed a new police headquarters, three community substations, crime lab/property room, and municipal court.

xiv) Community Crime Prevention Programs - The City of Lubbock Police Department have developed crime prevention programs such as the SafeCam program. This program is to deter crime and promote public safety through collaboration between officers and the community they serve.

xv) Special Public Transportation Routes and Reduced Fares - Lubbock may offer specialized public transportation routes through its Citibus system, which includes routes designed to serve key areas and accommodate various community needs.

xvi) Low-Interest Loans for Business - The City of Lubbock uses programs like the Lubbock Economic Development Alliance (LEDA) and the Bounce Back program to offer low-interest loans aimed at fostering business growth and job creation. These loans support local businesses by providing affordable financing for expansion and development projects.

xvii) Impact/Inspection Fee Exemption - The City may make a refund of building permit fees for businesses located in designated accordance with the City of Lubbock Building Permit Fee Refund Policy.

xviii) Provision of Publicly Owned Land for Development Purposes - The City may under appropriate circumstances sell real property owned by the municipality and located in the enterprise zone in accordance with Texas Local Government Code Section 2303.513.

Section 5: THAT the City of Lubbock City Council directs and designates its Mayor or his designee, as the City's liaison to communicate and negotiate with the Office of the Governor, Economic Development and Tourism (EDT) through the Economic Development Bank (the "Bank") and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

Section 6: THAT the city of Lubbock City Council directs the Mayor and/or his or her designee, to complete and submit an application to the Bank, nominating United Supermarkets, L.L.C. for designation as an enterprise project.

Section 7: THAT the City finds that United Supermarkets, L.L.C. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- (a.) United Supermarkets, L.L.C. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located outside of an enterprise zone in the governing body's jurisdiction and at least thirty-five percent (35%) of the business' new employees will be residents of an Enterprise Zone, economically disadvantaged individuals, or veterans; and
- (b.) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- (c.) The designation of United Supermarkets, L.L.C. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

Section 8: THAT the enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate five (5) years after the date of designation.

Section 9: THAT should any paragraph, section, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby.

Section 10: THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

PASSED by the City Council on first reading on November 5, 2024.

PASSED by the City Council on second reading on November 12, 2024.

Mark W. McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

TAB 7
Interlocal Agreement (N/A)

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations



TAB 8
Official U.S. Census Map Showing Location of Project

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations



TEXAS ENTERPRISE PROJECT APPLICATION

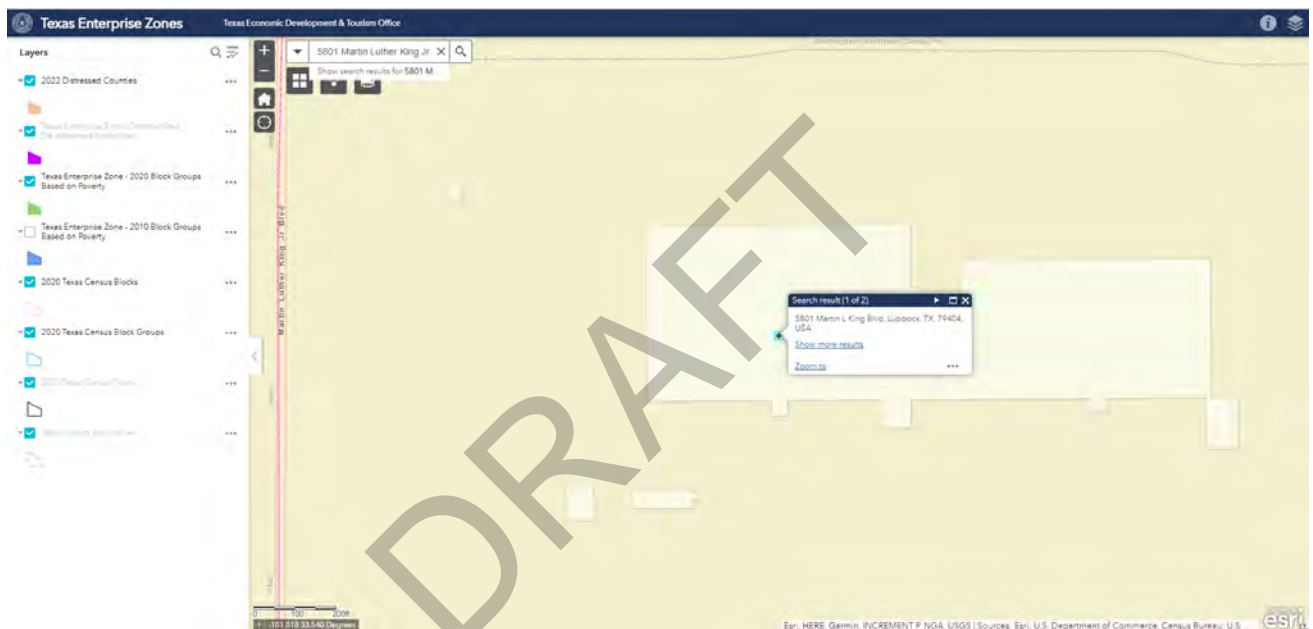
Official U.S. Census Map Showing Location of the Project

Applicant: United Supermarkets, L.L.C.

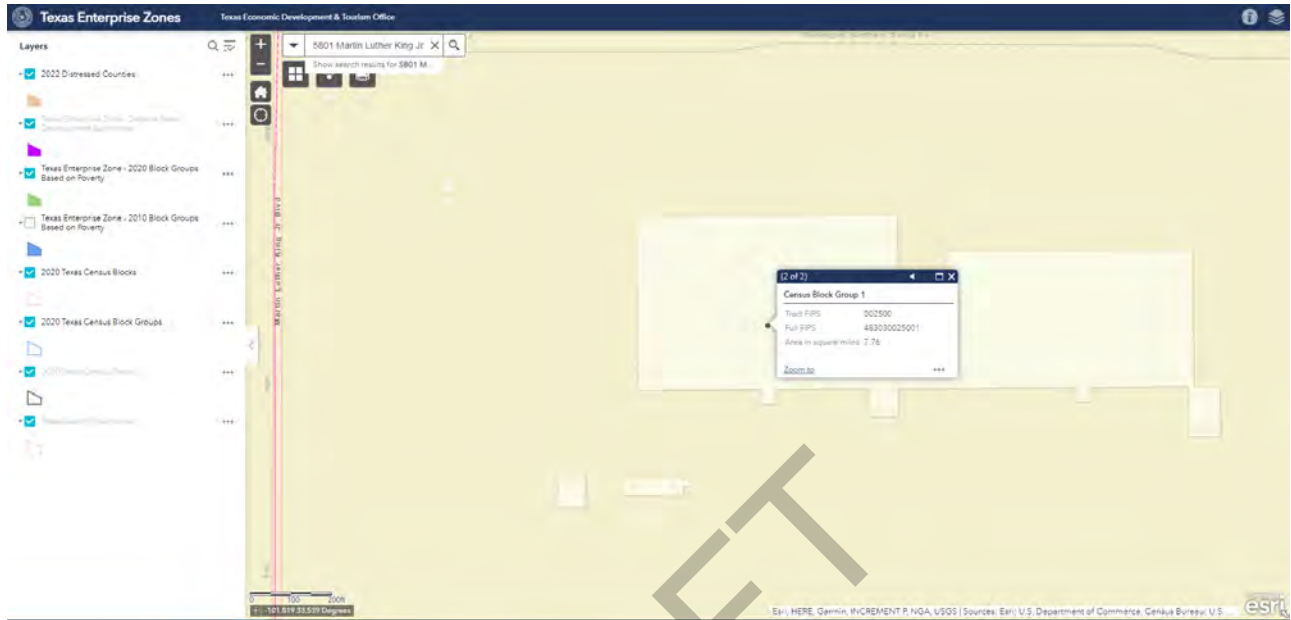
Address: 5801 Martin Luther King Jr. Boulevard, Lubbock, Tx 79404-5507

Poverty Level: <20%

Project Location: Census Tract 25.00, Block Group 1, Lubbock County, Texas.



TEXAS ENTERPRISE PROJECT APPLICATION



TAB 9
U.S. Census Poverty Data

Texas Enterprise Project Application
United Supermarkets, L.L.C.
City of Lubbock, Texas Operations



TEXAS ENTERPRISE PROJECT APPLICATION

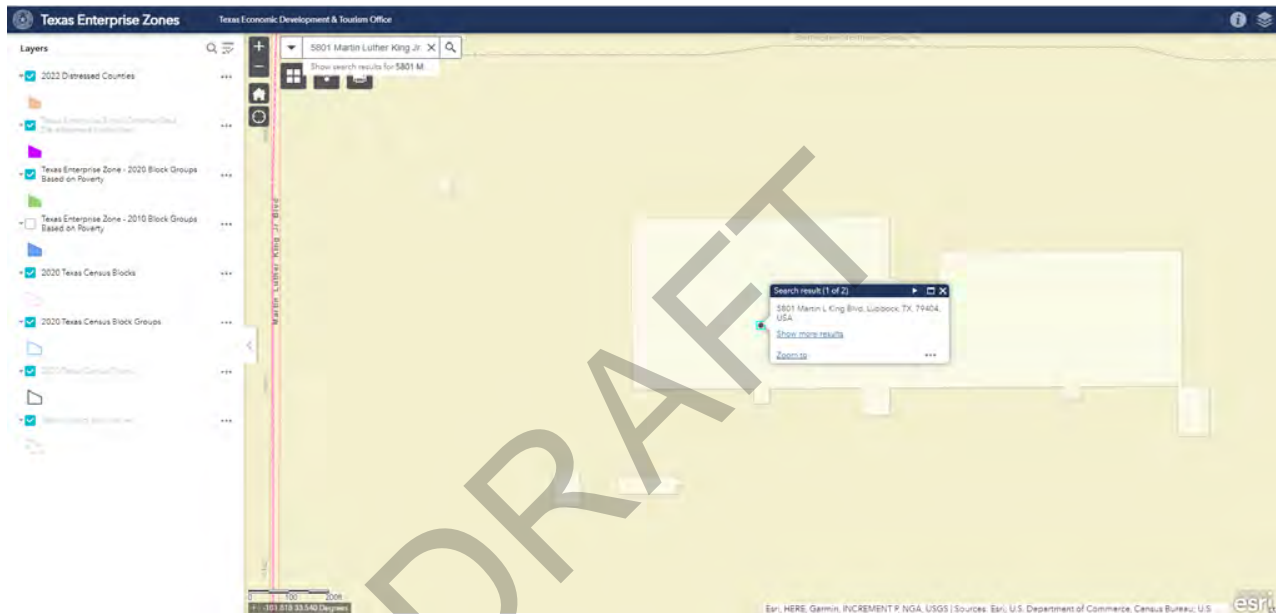
Official U.S. Census Map Showing Location of the Project

Applicant: United Supermarkets, L.L.C.

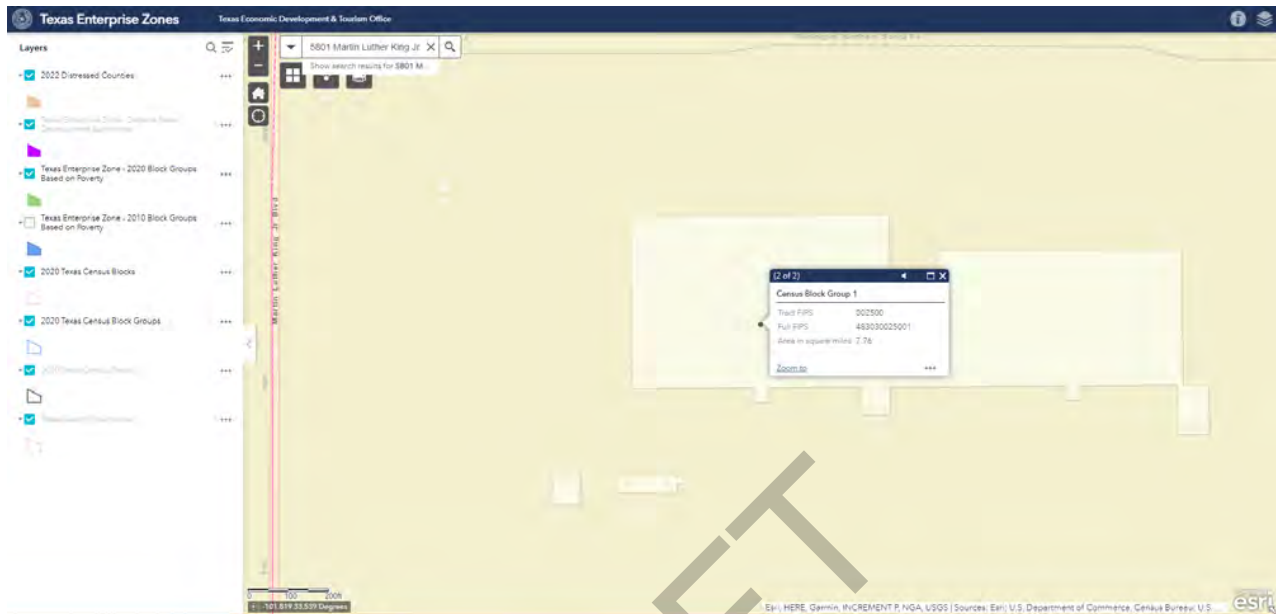
Address: 5801 Martin Luther King Jr. Boulevard, Lubbock, Tx 79404-5507

Poverty Level: <20%

Project Location: Census Tract 25.00, Block Group 1, Lubbock County, Texas.



TEXAS ENTERPRISE PROJECT APPLICATION



TAB 10
Certificate of Corporate Resolution

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations



PLEASE PRINT ON COMPANY LETTERHEAD

October 18, 2024

Ms. Adriana Cruz
Executive Director
Office of the Governor, Economic Development and Tourism
1100 San Jacinto Blvd, 3rd Floor
Austin, Texas 78701

RE: Nomination of United Supermarkets, L.L.C. as a Texas Enterprise Project, Company Resolution Requirement

Dear Ms. Cruz:

As the Chief Financial Officer of United Supermarkets, L.L.C (“United”); I, Sarah Bevers, am authorized to act on behalf of the Company in the capacity required for the submission of the Texas Enterprise Project Application for the City of Lubbock, Texas facility.

Further, I Sarah Bevers am authorized, to sign and submit the Texas Enterprise Project Application, as well as act on behalf of the Company regarding all matters related to the Texas Enterprise Zone Program and claiming the benefits with the Office of the Governor Economic Development and Tourism and the Texas Comptroller of Public Accounts.

Thank you for your designation of United Supermarkets, L.L.C. for the Texas Enterprise Zone Program. If you have any questions regarding this Corporate Authorization, please contact me at 806.791.0220.

Regards,

Sarah Bevers
Chief Financial Officer
United Supermarkets, L.L.C.

cc: Munoz Melissa, Ryan, LLC

[NOTARY OR CORPORATE SEAL]



05-102
(Rev.9-15/33)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC), Limited Partnerships (LP),
Professional Associations (PA) and Financial Institutions

■ Tcode 13196 Franchise

■ Taxpayer number

1 7 5 0 9 1 6 4 4 5 9

■ Report year

2 0 2 4

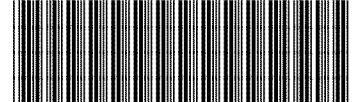
You have certain rights under Chapter 552 and 559,
Government Code, to review, request and correct information
we have on file about you. Contact us at 1-800-252-1381.

Taxpayer name UNITED SUPERMARKETS, L.L.C.		<input checked="" type="checkbox"/> Blacken circle if the mailing address has changed.	
Mailing address PO BOX 20 TAX DEPT 81017		Secretary of State (SOS) file number or Comptroller file number 0800832365	
City BOISE	State ID	ZIP code plus 4 83726	

○ Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 250 E PARKCENTER BLVD, BOISE, ID, 83706
Principal place of business 250 E PARKCENTER BLVD, BOISE, ID, 83706

You must report officer, director, member, general partner and manager information as of the date you complete this report.



1000000000015

Please sign below!

This report must be signed to satisfy franchise tax requirements.

SECTION A Name, title and mailing address of each officer, director, member, general partner or manager.

Name SIDNEY HOPPER	Title PRESIDENT	Director <input type="radio"/> YES	Term expiration <table><tr><td>m</td><td>m</td><td>d</td><td>d</td><td>y</td><td>y</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	m	m	d	d	y	y						
m	m	d	d	y	y										
Mailing address 7830 ORLANDO AVE	City LUBBOCK	State TX	ZIP Code 79423												
Name SARAH BEVERS	Title CFO	Director <input type="radio"/> YES	Term expiration <table><tr><td>m</td><td>m</td><td>d</td><td>d</td><td>y</td><td>y</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	m	m	d	d	y	y						
m	m	d	d	y	y										
Mailing address 7830 ORLANDO AVE	City LUBBOCK	State TX	ZIP Code 79423												
Name CHRIS JAMES	Title COO	Director <input type="radio"/> YES	Term expiration <table><tr><td>m</td><td>m</td><td>d</td><td>d</td><td>y</td><td>y</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	m	m	d	d	y	y						
m	m	d	d	y	y										
Mailing address 7830 ORLANDO AVE	City LUBBOCK	State TX	ZIP Code 79423												

SECTION B Enter information for each corporation, LLC, LP, PA or financial institution, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation, LLC, LP, PA or financial institution LLANO LOGISTICS, INC.	State of formation DE	Texas SOS file number, if any 0012466306	Percentage of ownership 100.000
Name of owned (subsidiary) corporation, LLC, LP, PA or financial institution USM MANUFACTURING L.L.C.	State of formation TX	Texas SOS file number, if any 0801153835	Percentage of ownership 100.000

SECTION C Enter information for each corporation, LLC, LP, PA or financial institution, if any, that owns an interest of 10 percent or more in this entity.

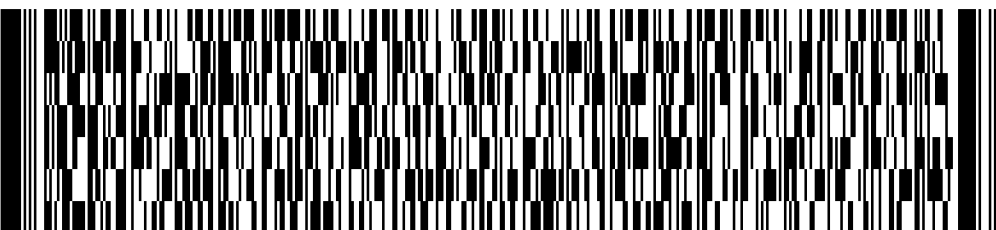
Name of owned (parent) corporation, LLC, LP, PA or financial institution SPIRIT ACQUISITION HOLDINGS LLC	State of formation DE	Texas SOS file number, if any 0802470730	Percentage of ownership 100.000
Registered agent and registered office currently on file (see instructions if you need to make changes) Agent: C T CORPORATION SYSTEM			
Office: 1999 BRYAN ST STE 900		City DALLAS	State TX
		ZIP Code 75201	

The information on this form is required by Section 171.203 of the Tax Code for each corporation, LLC, LP, PA or financial institution that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director, member, general partner or manager and who is not currently employed by this or a related corporation, LLC, LP, PA or financial institution.

sign here CRAIG PAPROCKI	Title VP TAX	Date 05/08/2024	Area code and phone number (208) 395 - 4572
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Texas Comptroller Official Use Only



VE/DE	<input type="radio"/>	PIR IND	<input type="radio"/>
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TAB 11
Certificate of Status

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations





Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for UNITED SUPERMARKETS, L.L.C. (file number 800832365), a Domestic Limited Liability Company (LLC), was filed in this office on June 20, 2007.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on October 17, 2024.



A handwritten signature of Jane Nelson in black ink.

Jane Nelson
Secretary of State

TAB 12
Project Description Letter

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations



Please Print on Company Letterhead

October 21, 2024

Ms. Brianna Brown
Business Development Director
City of Lubbock,
1314 Avenue K,
Lubbock, Texas 79401

Ms. Adriana Cruz
Executive Director
Office of the Governor
Economic Development and Tourism
1100 San Jacinto Boulevard, 3rd Floor
Austin, Texas 78711

Re: Project Description Letter for United Supermarkets, L.L.C.
City of Lubbock, Texas Enterprise Project Application – Tab 12

Dear Ms. Brown and Ms. Cruz:

United Supermarkets, L.L.C. (“United”), is a subsidiary of Albertsons Companies, Inc. (“Albertsons”). Founded in 1939, Albertsons is an American grocery company based in Boise, Idaho. With more than 2,200 stores across 34 states, Albertsons is one of the largest food and drug retailers in the United States, operating under 20 well-known banners including Safeway, ACME Markets, Randalls, and United Supermarkets. Albertsons employs approximately 285,000 employees and had annual revenue in 2023 of \$79.24 billion.

Founded in 1916, United is a Texas-based grocery chain with stores in 53 markets across North/West Texas and New Mexico. It is a self-distributing company with its Headquarters in Lubbock, Texas and distribution centers in Lubbock and Roanoke. United currently operates 96 store locations, directly employing approximately 18,000 people throughout Texas and New Mexico.

Llano Logistics, Inc. (Tax ID 1-74-2908772-3), a wholly owned subsidiary of United, is included as an Additional Participating Entity in the Texas Enterprise Project Application and is responsible for personnel management at the qualified business sites. Safeway, Inc. (Tax ID 1-94-3019135-3), as the parent company of United, is included as an Additional Participating Entity in the Texas Enterprise Project and is responsible for the land and real commercial property located at the qualified business site address of 5801 Martin Luther King Jr. Boulevard, Lubbock, TX 79404. Albertsons Companies, Inc. (Tax ID 1-82-0184434-9) is included as an Additional Participating Entity in the Texas Enterprise Project Application and is responsible for the capital investment at the qualified business sites.

United currently owns and operates a 500,000 square foot Distribution center located at 5801 Martin Luther King Jr. Boulevard, Lubbock, TX 79404. The following addresses are included in the Texas Enterprise Project Application as Additional Participating Locations:

- 7830 Orlando Avenue, Lubbock, TX 79423

Ms. Brianna Brown
City of Lubbock
October 21, 2024
Page 2 of 3

Ms. Adriana Cruz
Office of the Governor
Economic Development & Tourism

- 6502 Slide Road, Lubbock, TX 79424
- 9801 Reese Boulevard, Lubbock, TX 79416
- 9924 North Reese Boulevard, Lubbock, TX 79416
- 303 Avenue M, Lubbock, TX 79401
- 2206 114th Street, Lubbock, TX 79423

The Orlando Avenue and Slide Road facilities host employees whose corporate functions (supply chain management, inventory management, purchasing, etc.) directly support the Distribution center's operations. The two facilities on Reese Boulevard host United's IT department which functions as back-office support for the Distribution center. The Avenue M location houses additional logistics operations that work in conjunction with the main Distribution Center. The facility on 114th Street is a 70,000 square foot food processing facility that works in conjunction with the main Distribution Center to provide both refrigerated and prepared foods to retail stores.

Over the next five years, United commits to investing more than \$5 million on capital projects at our Lubbock facilities, upgrades and enhancements to our distribution center that will include production line enhancement, forklifts, and other equipment. Additionally, the capital projects included in the application encompasses upgrades to critical business software to optimize the operational efficiency to support ongoing business needs and accommodate future growth. United is a proud member of the Lubbock business community and looks forward to enhancing our capabilities at the Lubbock facilities over the next five years.

United plans to create 10 new positions and retain 490 existing full-time jobs for benefit under the Texas Enterprise Zone Program. These new jobs meet the definition of "new permanent job" in Texas Government Code §2303.401(1) because they will be created by a qualified business as described by Section 2303.402 at the qualified business site not earlier than the 90th day before the date the business's project or activity is designated as an enterprise project, will provide and continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project's designation period or three years after the expiration date of the claim period for receipt of state benefit. In addition, the retained jobs meet the definition of "retained job" in Texas Government Code §2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project's designation period or three years after the expiration date of the claim period for receipt of state benefits.

Section 2303.406(a)(4)(D) of the Texas Government Code allows a project or activity of a qualified business to be designated as an Enterprise Project and receive job retention benefits if the business has clearly demonstrated that "the business is able to employ individuals in accordance with Section 2303.402." United qualifies for job retention benefits under this statutory provision because United is an Equal Opportunity Employer, and will use a proprietary, voluntary questionnaire to actively track its new hires to determine "economically disadvantaged" hiring patterns. Additionally, United will geo-code its new hires to identify employees that reside in state

Ms. Brianna Brown
City of Lubbock
October 21, 2024
Page 3 of 3

Ms. Adriana Cruz
Office of the Governor
Economic Development & Tourism

enterprise zones. The data collected from the questionnaires and geo-coding will be used to establish a best-practices model for hiring employees in accordance with Section 2303.402.

United currently employs 703 full-time employees at the Lubbock facilities. In addition to the 703 full-time employees at the Lubbock facilities, United employs approximately 12,352 people throughout Texas for a total of 13,055 employees statewide (see Tab 1, Page 11 of the Application for the full location listing). United will maintain separate payroll and tax records of the business activity conducted at the qualified business sites under the Enterprise Project designation and does not have any transportation needs at this time.

United qualifies under Government Code Section 2303.404 to receive an enterprise project designation because (1) it involves upgrade existing machinery & equipment and purchase new/additional machinery & equipment.; (2) it will be completed within a predetermined period of time not to exceed five years; and (3) United utilizes an accounting system that allows for tracking of income and expenses related specifically to its Lubbock facilities.

United is proud to be a part of the Lubbock business community and will continue to be an active participant, contributor, and corporate citizen. United is excited about its plans to enhance its Lubbock operations and looks forward to working with the Texas Enterprise Zone Program and the City of Lubbock in the coming years.

Sincerely,

Sarah Bevers
Chief Financial Officer
United Supermarkets, L.L.C.

cc: Ms. Melissa Munoz, Ryan, LLC

TAB 13
Existing Jobs at Qualified Business Site

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations



United Supermarkets, L.L.C.
Lubbock, Texas
Enterprise Project Application

Tab 13: Existing Jobs at the Qualified Business Site

SOC Code	Number of Positions	Average Annual Wage Per Job	Estimated Annual Wage Range Per Job			
11-1020	19	\$ 154,500.00	\$ 91,000.00	-	\$ 342,000.00	
11-1120	3	\$ 174,500.00	\$ 101,000.00	-	\$ 219,500.00	
11-2020	7	\$ 113,000.00	\$ 57,000.00	-	\$ 145,500.00	
11-2030	2	\$ 98,500.00	\$ 60,000.00	-	\$ 137,000.00	
11-3010	5	\$ 128,500.00	\$ 68,000.00	-	\$ 244,000.00	
11-3020	2	\$ 241,500.00	\$ 228,500.00	-	\$ 255,000.00	
11-3030	5	\$ 113,500.00	\$ 67,500.00	-	\$ 140,000.00	
11-3050	4	\$ 109,000.00	\$ 65,000.00	-	\$ 226,500.00	
11-3060	2	\$ 72,500.00	\$ 70,000.00	-	\$ 75,500.00	
11-3070	4	\$ 108,500.00	\$ 89,500.00	-	\$ 135,000.00	
11-3110	2	\$ 112,000.00	\$ 91,500.00	-	\$ 133,000.00	
11-3120	6	\$ 70,500.00	\$ 44,000.00	-	\$ 110,500.00	
11-9050	11	\$ 155,000.00	\$ 95,000.00	-	\$ 264,000.00	
11-9190	19	\$ 125,500.00	\$ 65,000.00	-	\$ 273,000.00	
13-1020	18	\$ 65,500.00	\$ 50,000.00	-	\$ 93,500.00	
13-1040	4	\$ 66,500.00	\$ 35,000.00	-	\$ 114,000.00	
13-1070	6	\$ 53,500.00	\$ 31,000.00	-	\$ 81,000.00	
13-1080	3	\$ 70,000.00	\$ 62,500.00	-	\$ 77,000.00	
13-1110	7	\$ 62,500.00	\$ 36,000.00	-	\$ 77,000.00	
13-1140	2	\$ 40,000.00	\$ 38,500.00	-	\$ 41,500.00	
13-1150	13	\$ 58,500.00	\$ 41,000.00	-	\$ 97,500.00	
13-1160	11	\$ 47,000.00	\$ 35,500.00	-	\$ 70,500.00	
13-1190	27	\$ 69,500.00	\$ 42,000.00	-	\$ 124,000.00	
13-2010	14	\$ 73,000.00	\$ 47,500.00	-	\$ 124,000.00	
13-2090	10	\$ 67,000.00	\$ 33,500.00	-	\$ 126,500.00	
15-1210	4	\$ 69,000.00	\$ 51,500.00	-	\$ 118,500.00	
15-1230	10	\$ 49,000.00	\$ 37,500.00	-	\$ 72,000.00	
15-1240	17	\$ 72,000.00	\$ 47,000.00	-	\$ 102,000.00	
15-1250	14	\$ 80,500.00	\$ 49,000.00	-	\$ 105,500.00	
17-2110	1	\$ 80,000.00	\$ 64,000.00	-	\$ 100,000.00	
19-5010	1	\$ 106,000.00	\$ 84,800.00	-	\$ 127,200.00	
27-1020	5	\$ 60,500.00	\$ 51,000.00	-	\$ 76,000.00	
27-3030	3	\$ 43,000.00	\$ 40,500.00	-	\$ 46,000.00	
29-1050	3	\$ 113,000.00	\$ 55,500.00	-	\$ 209,500.00	
29-2050	5	\$ 44,000.00	\$ 32,500.00	-	\$ 64,000.00	
33-1090	2	\$ 42,000.00	\$ 41,500.00	-	\$ 42,000.00	
33-9030	1	\$ 37,000.00	\$ 29,600.00	-	\$ 42,400.00	
35-1010	3	\$ 104,500.00	\$ 63,000.00	-	\$ 142,000.00	
37-1010	16	\$ 42,000.00	\$ 28,000.00	-	\$ 52,500.00	
37-3010	3	\$ 37,000.00	\$ 35,500.00	-	\$ 39,500.00	
41-1010	16	\$ 58,500.00	\$ 32,500.00	-	\$ 122,500.00	
41-2030	5	\$ 37,500.00	\$ 34,500.00	-	\$ 39,000.00	
43-1010	8	\$ 54,500.00	\$ 40,000.00	-	\$ 87,000.00	
43-3030	12	\$ 36,000.00	\$ 27,500.00	-	\$ 57,500.00	
43-3060	5	\$ 68,000.00	\$ 38,000.00	-	\$ 104,500.00	
43-4050	7	\$ 41,000.00	\$ 34,000.00	-	\$ 52,500.00	
43-4160	2	\$ 39,500.00	\$ 39,000.00	-	\$ 40,500.00	

Enterprise Project Application

SOC Code	Number of Positions	Average Annual Wage Per Job	Estimated Annual Wage Range Per Job		
43-4170	2	\$ 30,500.00	\$ 30,500.00	-	\$ 30,500.00
43-5010	29	\$ 57,500.00	\$ 43,500.00	-	\$ 77,000.00
43-5070	60	\$ 41,500.00	\$ 25,000.00	-	\$ 76,000.00
43-5110	9	\$ 47,500.00	\$ 40,000.00	-	\$ 54,000.00
43-6010	11	\$ 49,000.00	\$ 36,000.00	-	\$ 63,500.00
43-9060	2	\$ 41,500.00	\$ 40,000.00	-	\$ 43,000.00
43-9190	12	\$ 46,500.00	\$ 30,500.00	-	\$ 66,000.00
49-3020	12	\$ 56,500.00	\$ 32,500.00	-	\$ 74,500.00
49-9020	3	\$ 84,500.00	\$ 60,500.00	-	\$ 97,500.00
49-9070	7	\$ 66,000.00	\$ 45,500.00	-	\$ 92,000.00
49-9090	2	\$ 44,000.00	\$ 35,000.00	-	\$ 52,500.00
51-1010	47	\$ 44,000.00	\$ 24,000.00	-	\$ 70,500.00
51-3090	2	\$ 36,500.00	\$ 35,500.00	-	\$ 37,500.00
51-4030	2	\$ 44,500.00	\$ 38,500.00	-	\$ 50,500.00
51-9060	10	\$ 57,500.00	\$ 38,500.00	-	\$ 80,000.00
53-1040	2	\$ 63,000.00	\$ 39,500.00	-	\$ 86,000.00
53-2010	1	\$ 125,000.00	\$ 100,000.00	-	\$ 150,000.00
53-3030	42	\$ 49,000.00	\$ 28,500.00	-	\$ 82,000.00
53-7050	50	\$ 48,000.00	\$ 28,500.00	-	\$ 61,000.00
53-7060	49	\$ 46,000.00	\$ 27,000.00	-	\$ 72,500.00

Total Existing Jobs

703

Estimated Annual Payroll for Existing Jobs

\$44,597,551.00

TAB 14
Jobs to be Created for Benefit

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations



United Supermarkets, L.L.C.
Lubbock, Texas
Enterprise Project Application

Tab 14: Jobs to be Created for Benefit

SOC Code	Number of Positions	Average	Estimated Annual Wage Range Per Job		
49-9070	3	\$ 66,000.00	\$ 45,500.00	-	\$ 92,000.00
53-3030	5	\$ 49,000.00	\$ 28,500.00	-	\$ 82,000.00
37-1010	2	\$ 42,000.00	\$ 28,000.00	-	\$ 52,500.00

Total New Jobs 10

Estimated Annual Payroll for New Jobs \$538,195.00

DRAFT

TAB 15

Jobs to be Retained for Benefit / Retention Correspondence

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations



Please Print on Company Letterhead

October 21, 2024

Ms. Brianna Brown
Business Development Director
City of Lubbock,
1314 Avenue K,
Lubbock, Texas 79401

Re: Request for Job Retention Benefits for United Supermarkets, L.L.C.
City of Lubbock, Texas Enterprise Project Application – Tab 15

Dear Ms. Brown:

We are pleased to present the relevant information required by Chapter 2303 of the Texas Government Code for your consideration and nomination of United Supermarkets, L.L.C. operations located in Lubbock, Texas as a Texas Enterprise Project for job retention benefits.

United Supermarkets, L.L.C. (“United”), is a subsidiary of Albertsons Companies, Inc. (“Albertsons”). Founded in 1939, Albertsons is an American grocery company based in Boise, Idaho. With more than 2,200 stores across 34 states, Albertsons is one of the largest food and drug retailers in the United States, operating under 20 well-known banners including Safeway, ACME Markets, Randalls, and United Supermarkets.

The Orlando Avenue and Slide Road facilities host employees whose corporate functions (supply chain management, inventory management, purchasing, etc.) directly support the Distribution center’s operations. The two facilities on Reese Boulevard host United’s IT department which functions as back-office support for the Distribution center. The Avenue M location houses additional logistics operations that work in conjunction with the main Distribution Center. The facility on 114th Street is a 70,000 square foot food processing facility that works in conjunction with the main Distribution Center to provide both refrigerated and prepared foods to retail stores.

- 7830 Orlando Avenue, Lubbock, TX 79423
- 6502 Slide Road, Lubbock, TX 79424
- 9801 Reese Boulevard, Lubbock, TX 79416
- 9924 North Reese Boulevard, Lubbock, TX 79416
- 303 Avenue M, Lubbock, TX 79401
- 2206 114th Street, Lubbock, TX 79423

Over the next five years, United commits to investing more than \$5 million on capital projects at our Lubbock facilities, upgrades and enhancements to our distribution center that will include production line enhancement, forklifts, and other equipment. Additionally, the capital projects

Ms. Brianna Brown
City of Lubbock
October 21, 2024
Page 2 of 2

included in the application encompasses upgrades to critical business software to optimize the operational efficiency to support ongoing business needs and accommodate future growth. United is a proud member of the Lubbock business community and looks forward to enhancing our capabilities at the Lubbock facilities over the next five years. As a result of this investment, United respectfully requests an ***Enterprise Project nomination*** from the City of Lubbock for the December 2, 2024 round.

Section 2303.406(a)(4)(D) of the Texas Government Code allows a project or activity of a qualified business to be designated as an Enterprise Project and receive job retention benefits if the business has clearly demonstrated that “the business is able to employ individuals in accordance with Section 2303.402.” United qualifies for job retention benefits under this statutory provision because United is an Equal Opportunity Employer, and will use a proprietary, voluntary questionnaire to actively track its new-hires to determine “economically disadvantaged” hiring patterns. Additionally, United, Inc. will geo-code its new-hires to identify employees that reside in state Enterprise Zones. The data collected from the questionnaires and geo-coding will be used to establish a best-practices model for hiring employees in accordance with Section 2303.402.

If designated as an enterprise project by the State of Texas, United commits to hiring thirty-five percent (35%) economically disadvantaged persons, enterprise zone residents or veterans, for its new or replacement personnel for certified jobs, during its enterprise project designation. United currently employs a combined 703 full-time employees at its Lubbock facilities. United expects to maintain its existing level of employment and retain 490 full-time jobs and create 10 new jobs for benefit under the Enterprise Zone Program. These jobs meet the definition of a “retained job” in Texas Government Code § 2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project’s designation period or three years after the expiration date of the claim period for receipt of state benefit.

United is proud to be a part of the Lubbock business community and will continue to be an active participant, contributor, and corporate citizen. United is excited about its plans to expand its Lubbock operations and looks forward to working with the Texas Enterprise Zone Program and the City of Lubbock in the coming years.

Sincerely,

Sarah Bevers
Chief Financial Officer
United Supermarkets, L.L.C.

cc: Ms. Melissa Munoz, Ryan, LLC

United Supermarkets, L.L.C.

Lubbock, Texas

Enterprise Project Application

Tab 15: Jobs to be Retained for Benefit

SOC Code	Number of Positions	Average Annual Wage Per Job	Estimated Annual Wage Range Per Job			
11-1020	19	\$ 154,500.00	\$ 91,000.00	-	\$ 342,000.00	
11-1120	3	\$ 174,500.00	\$ 101,000.00	-	\$ 219,500.00	
11-2020	7	\$ 113,000.00	\$ 57,000.00	-	\$ 145,500.00	
11-2030	2	\$ 98,500.00	\$ 60,000.00	-	\$ 137,000.00	
11-3010	5	\$ 128,500.00	\$ 68,000.00	-	\$ 244,000.00	
11-3020	2	\$ 241,500.00	\$ 228,500.00	-	\$ 255,000.00	
11-3030	5	\$ 113,500.00	\$ 67,500.00	-	\$ 140,000.00	
11-3050	4	\$ 109,000.00	\$ 65,000.00	-	\$ 226,500.00	
11-3060	2	\$ 72,500.00	\$ 70,000.00	-	\$ 75,500.00	
11-3070	4	\$ 108,500.00	\$ 89,500.00	-	\$ 135,000.00	
11-3110	2	\$ 112,000.00	\$ 91,500.00	-	\$ 133,000.00	
11-3120	6	\$ 70,500.00	\$ 44,000.00	-	\$ 110,500.00	
11-9050	11	\$ 155,000.00	\$ 95,000.00	-	\$ 264,000.00	
11-9190	19	\$ 125,500.00	\$ 65,000.00	-	\$ 273,000.00	
13-1020	18	\$ 65,500.00	\$ 50,000.00	-	\$ 93,500.00	
13-1040	4	\$ 66,500.00	\$ 35,000.00	-	\$ 114,000.00	
13-1070	6	\$ 53,500.00	\$ 31,000.00	-	\$ 81,000.00	
13-1080	3	\$ 70,000.00	\$ 62,500.00	-	\$ 77,000.00	
13-1110	7	\$ 62,500.00	\$ 36,000.00	-	\$ 77,000.00	
13-1140	2	\$ 40,000.00	\$ 38,500.00	-	\$ 41,500.00	
13-1150	13	\$ 58,500.00	\$ 41,000.00	-	\$ 97,500.00	
13-1160	11	\$ 47,000.00	\$ 35,500.00	-	\$ 70,500.00	
13-1190	27	\$ 69,500.00	\$ 42,000.00	-	\$ 124,000.00	
13-2010	14	\$ 73,000.00	\$ 47,500.00	-	\$ 124,000.00	
13-2090	10	\$ 67,000.00	\$ 33,500.00	-	\$ 126,500.00	
15-1210	4	\$ 69,000.00	\$ 51,500.00	-	\$ 118,500.00	
15-1230	10	\$ 49,000.00	\$ 37,500.00	-	\$ 72,000.00	
15-1240	17	\$ 72,000.00	\$ 47,000.00	-	\$ 102,000.00	
15-1250	14	\$ 80,500.00	\$ 49,000.00	-	\$ 105,500.00	
17-2110	1	\$ 80,000.00	\$ 64,000.00	-	\$ 100,000.00	
19-5010	1	\$ 106,000.00	\$ 84,800.00	-	\$ 127,200.00	
27-1020	5	\$ 60,500.00	\$ 51,000.00	-	\$ 76,000.00	
27-3030	3	\$ 43,000.00	\$ 40,500.00	-	\$ 46,000.00	
29-1050	3	\$ 113,000.00	\$ 55,500.00	-	\$ 209,500.00	
29-2050	5	\$ 44,000.00	\$ 32,500.00	-	\$ 64,000.00	
33-1090	2	\$ 42,000.00	\$ 41,500.00	-	\$ 42,000.00	
33-9030	1	\$ 37,000.00	\$ 29,600.00	-	\$ 42,400.00	
35-1010	3	\$ 104,500.00	\$ 63,000.00	-	\$ 142,000.00	
37-1010	16	\$ 42,000.00	\$ 28,000.00	-	\$ 52,500.00	
37-3010	3	\$ 37,000.00	\$ 35,500.00	-	\$ 39,500.00	
41-1010	16	\$ 58,500.00	\$ 32,500.00	-	\$ 122,500.00	
41-2030	5	\$ 37,500.00	\$ 34,500.00	-	\$ 39,000.00	
43-1010	8	\$ 54,500.00	\$ 40,000.00	-	\$ 87,000.00	
43-3030	12	\$ 36,000.00	\$ 27,500.00	-	\$ 57,500.00	
43-3060	5	\$ 68,000.00	\$ 38,000.00	-	\$ 104,500.00	

United Supermarkets, L.L.C.

Lubbock, Texas

Enterprise Project Application

SOC Code	Number of Positions	Average Annual Wage Per Job	Estimated Annual Wage Range Per Job			
43-4050	7	\$ 41,000.00	\$ 34,000.00	-	\$ 52,500.00	
43-4160	2	\$ 39,500.00	\$ 39,000.00	-	\$ 40,500.00	
43-4170	2	\$ 30,500.00	\$ 30,500.00	-	\$ 30,500.00	
43-5010	29	\$ 57,500.00	\$ 43,500.00	-	\$ 77,000.00	
43-5070	60	\$ 41,500.00	\$ 25,000.00	-	\$ 76,000.00	
43-5110	9	\$ 47,500.00	\$ 40,000.00	-	\$ 54,000.00	
43-6010	11	\$ 49,000.00	\$ 36,000.00	-	\$ 63,500.00	
43-9060	2	\$ 41,500.00	\$ 40,000.00	-	\$ 43,000.00	
43-9190	12	\$ 46,500.00	\$ 30,500.00	-	\$ 66,000.00	
49-3020	12	\$ 56,500.00	\$ 32,500.00	-	\$ 74,500.00	
49-9020	3	\$ 84,500.00	\$ 60,500.00	-	\$ 97,500.00	
49-9070	7	\$ 66,000.00	\$ 45,500.00	-	\$ 92,000.00	
49-9090	2	\$ 44,000.00	\$ 35,000.00	-	\$ 52,500.00	
51-1010	47	\$ 44,000.00	\$ 24,000.00	-	\$ 70,500.00	
51-3090	2	\$ 36,500.00	\$ 35,500.00	-	\$ 37,500.00	
51-4030	2	\$ 44,500.00	\$ 38,500.00	-	\$ 50,500.00	
51-9060	10	\$ 57,500.00	\$ 38,500.00	-	\$ 80,000.00	
53-1040	2	\$ 63,000.00	\$ 39,500.00	-	\$ 86,000.00	
53-2010	1	\$ 125,000.00	\$ 100,000.00	-	\$ 150,000.00	
53-3030	42	\$ 49,000.00	\$ 28,500.00	-	\$ 82,000.00	
53-7050	50	\$ 48,000.00	\$ 28,500.00	-	\$ 61,000.00	
53-7060	49	\$ 46,000.00	\$ 27,000.00	-	\$ 72,500.00	

Total Retained Jobs**703****Estimated Annual Payroll for Retained Jobs****\$44,597,551.00**

*Four hundred and ninety (490) jobs with annual payroll of \$32,573,822.00 are committed to be retained and will be selected by United Supermarkets, L.L.C. for the initial Job Certification.

TAB 16
Property Access

Texas Enterprise Project Application
United Supermarkets, L.L.C.
City of Lubbock, Texas Operations



Property Owner Property Address Tax Year 2024 Market Value
 R155727 SAFEWAY INC 5801 MLK BLVD, LUBBOCK, TX 79404 2024 ▼ CERTIFIED \$40,925,542

Page: Property Details ▼

2024 GENERAL INFORMATION

Property Status **Active**
 Property Type **Real Commercial**
 Legal Description **SOUTH PLAINS INDUSTRIAL TR A**
 Neighborhood **0209 - City Of Lubbock**
 Account **R804590-00010-00000-000**
 Related Properties **[P160644](#), [P336292](#), [P339699](#)**
 Map Number **675**
 Effective Acres **-**

2024 OWNER INFORMATION

Owner Name **SAFEWAY INC**
 Owner ID
 Exemptions **Abatement (Active)**
 Percent Ownership **100%**
 Mailing Address **PO BOX 20 BOISE, ID 83726**
 Agent **RYAN, LLC (A0266128)**

2024 VALUE INFORMATION

MARKET VALUE

Improvement Homesite Value	N
Improvement Non-Homesite Value	N
Total Improvement Market Value	\$40,629,7
Land Homesite Value	N
Land Non-Homesite Value	N
Land Agricultural Market Value	N
Land Timber Market Value	N
Total Land Market Value	\$295,7
Total Market Value	\$40,925,5

ASSESSED VALUE

Total Improvement Market Value	\$40,629,7
Land Homesite Value	N
Land Non-Homesite Value	N
Agricultural Use	!
Timber Use	!
Total Appraised Value	\$40,925,5
Homestead Cap Loss ?	-:
Circuit Breaker Limit Cap Loss ?	-:
Total Assessed Value	\$40,925,5

N/A values are not applicable toward to val

2024 ENTITIES & EXEMPTIONS

Special Exemptions **AB - Abatement**

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX CEILING
CLB- City Of Lubbock	AB	\$5,820,537	\$35,105,005	0
GLB- Lubbock County	AB	\$5,820,537	\$35,105,005	0
HSP- Lubb Cnty Hospital	AB	\$5,820,537	\$35,105,005	0
SLB- Lubbock ISD		-	\$40,925,542	0
WHP- Hi Plains Water	AB	\$5,820,537	\$35,105,005	0

2024 IMPROVEMENTS

⌵ Expand/Collapse A

Improvement #1	State Code	Homesite	Total Main Area (Exterior Measured)	Market Value	
-	F1 - Real Commercial	No	709,350 Sq. Ft	N/A	
RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	MA - Main Area	1999	273,189	N/A	⌵ Details
2	MA - Main Area	1999	209,491	N/A	⌵ Details
3	MA - Main Area	2000	5,400	N/A	⌵ Details
4	MA - Main Area	2000	6,211	N/A	⌵ Details
5	MA - Main Area	2000	412	N/A	⌵ Details
6	MA - Main Area	2000	1,176	N/A	⌵ Details
7	MA - Main Area	2008	7,300	N/A	⌵ Details
8	MA - Main Area	2016	99,216	N/A	⌵ Details
9	MA - Main Area	2016	72,376	N/A	⌵ Details
10	MA - Main Area	2016	31,394	N/A	⌵ Details
11	MA - Main Area	2016	3,185	N/A	⌵ Details

2024 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Commercial	F1 - Real Commercial	No	N/A	\$0	\$0	98.596000 acres
TOTALS						4,294,842 Sq. ft / 98.596000 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	TIM MARKET	TIM USE	APPRAISED	HS CAP LOSS	CBL CAP LOSS	ASSESSE
2023	\$40,555,139	\$492,980	\$41,048,119	\$0	\$0	\$0	\$0	\$41,048,119	\$0	\$0	\$41,048,119
2022	\$40,432,562	\$492,980	\$40,925,542	\$0	\$0	\$0	\$0	\$40,925,542	\$0	\$0	\$40,925,542
2021	\$40,432,562	\$492,980	\$40,925,542	\$0	\$0	\$0	\$0	\$40,925,542	\$0	\$0	\$40,925,542
2020	\$42,107,020	\$492,980	\$42,600,000	\$0	\$0	\$0	\$0	\$42,600,000	\$0	\$0	\$42,600,000
2019	\$41,520,325	\$492,980	\$42,013,305	\$0	\$0	\$0	\$0	\$42,013,305	\$0	\$0	\$42,013,305

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
6/5/2015	SAFEWAY INC	-	2015-19730	
6/5/2015	NAPLES LUBBOCK VENTURE LLC	SAFEWAY INC	2015-19729	
1/5/2007	FIRST INDUSTRIAL DEV SERV INC	NAPLES LUBBOCK VENTURE LLC	2007-852	
2/1/2006	U S DISTR CENTER LLC	FIRST INDUSTRIAL DEV SERV INC	2006-3945	10345/264
11/17/1999	UNITED SUPERMARKETS LLC	U S DISTR CENTER LLC	-	6492/68
9/22/1999	MAGNUSSON, JOHAN	UNITED SUPERMARKETS LLC	1999-34641	6437/50

DISCLAIMER

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DRAFT

TAB 17
Jobs for Benefit Under Concurrent Designation (N/A)

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations



TAB 18
Self-Evaluation Backup Documentation

Texas Enterprise Project Application

United Supermarkets, L.L.C.

City of Lubbock, Texas Operations



QuickFacts

Lubbock city, Texas

[What's New & FAQs](#)

QuickFacts provides statistics for all states and counties. Also for cities and towns with a *population of 5,000 or more*.

CLEAR
TABLE ¹
CHART
MORE

Table

Income & Poverty	Lubbock city, Texas
Population, Census, April 1, 2020	257,141
PEOPLE	
Income & Poverty	
Median household income (in 2022 dollars), 2018-2022	\$58,734
Per capita income in past 12 months (in 2022 dollars), 2018-2022	\$33,259
Persons in poverty, percent	19.3%



QuickFacts Lubbock County, Texas

What's New & FAQs >

QuickFacts provides statistics for all states and counties. Also for cities and towns with a *population of 5,000 or more*.

 Enter state, county, city, town, or zip code

-- Select a fact --



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TABLE



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Table

All Topics




Lubbock County,
Texas

 Population, Census, April 1, 2020


310,639

 PEOPLE


Population

 Population estimates, July 1, 2023, (V2023)

 320,940

 Population estimates base, April 1, 2020, (V2023)


 310,633

 Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)

 3.3%

 Population, Census, April 1, 2020

310,639

 Population, Census, April 1, 2010

278,831

TEXAS ENTERPRISE PROJECT APPLICATION

Poverty Level of Nominating Jurisdiction
Poverty Level of County
Unemployment Level for County
County Adult Population without High School Diploma or Equivalent

<https://gov.texas.gov/business/page/texas-enterprise-zone-program>

County	2023 Distressed County	2022 Distressed County	2021 Distressed County	2020 Decennial Population	2020 Decennial Poverty	2020 Decennial Adults without High School Diploma or Equivalent	2022 Unemployment Rate	2021 Unemployment Rate	2020 Unemployment Rate	2019 Unemployment Rate	2018 Unemployment Rate
Lubbock	No	No	No	310,639	18.50%	12.80%	3.40%	4.50%	5.70%	2.80%	3.10%

DRAFT

POVERTY STATUS IN THE PAST 12 MONTHS		United States [®] Census Bureau
Note: The table shown may have been modified by user selections. Some information may be missing.		
DATA NOTES		
TABLE ID:	S1701	
SURVEY/PROGRAM:	American Community Survey	
VINTAGE:	2020	
DATASET:	ACSST5Y2020	
PRODUCT:	ACS 5-Year Estimates Subject Tables	
UNIVERSE:	None	
MLA:	U.S. Census Bureau. "POVERTY STATUS IN THE PAST 12 MONTHS." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S1701, 2020, https://data.census.gov/table/ACSST5Y2020.S1701?t=Poverty&g=160XX00US4845000 . Accessed on October 3, 2024.	
FTP URL:	None	
API URL:	https://api.census.gov/data/2020/acs/acs5/subject	
USER SELECTIONS		
TOPICS	Poverty	
GEOS	Lubbock city, Texas	
EXCLUDED COLUMNS	None	
APPLIED FILTERS	None	
APPLIED SORTS	None	
PIVOT & GROUPING		
PIVOT COLUMNS	None	
PIVOT MODE	Off	
ROW GROUPS	None	
VALUE COLUMNS	None	
WEB ADDRESS	https://data.census.gov/table/ACSST5Y2020.S1701?t=Poverty&g=160XX00US4845000	

Table: ACSST5Y2020.S1701

TABLE NOTES	
	<p>Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2020, the 2020 Census provides the official counts of the population and housing units for the nation, states, counties, cities, and towns. For 2016 to 2019, the Population Estimates Program provides estimates of the population for the nation, states, counties, cities, and towns and intercensal housing unit estimates for the nation, states, and counties.</p>
	<p>Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.</p> <p>Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.</p>
	Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates
	<p>Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented</p>
	Dollar amounts are adjusted to respective calendar years. For more information, see: Change to Income Deficit.
	<p>The 2016-2020 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.</p>
	<p>Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.</p>

Table: ACSST5Y2020.S1701

	<p>Explanation of Symbols:- The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution.N The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area. (X) The estimate or margin of error is not applicable or not available.median- The median falls in the lowest interval of an open-ended distribution (for example "2,500-")median+ The median falls in the highest interval of an open-ended distribution (for example "250,000+").** The margin of error could not be computed because there were an insufficient number of sample observations.*** The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.***** A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.</p>
COLUMN NOTES	None

DRAFT

Table: ACSST5Y2020.S1701

	Lubbock city, Texas			
	Total		Below poverty level	
Label	Estimate	Margin of Error	Estimate	Margin of Error
Population for whom poverty status is determined	245,851	±1,141	48,890	±2,624
AGE				
Under 18 years	57,895	±913	12,152	±1,251
Under 5 years	16,768	±446	3,887	±587
5 to 17 years	41,127	±909	8,265	±985
Related children of householder under 18 years	57,668	±921	11,957	±1,245
18 to 64 years	157,405	±1,345	34,071	±1,859
18 to 34 years	79,363	±1,277	26,008	±1,448
35 to 64 years	78,042	±857	8,063	±812
60 years and over	43,011	±949	3,985	±571
65 years and over	30,551	±572	2,667	±447
SEX				
Male	120,108	±1,074	22,737	±1,447
Female	125,743	±903	26,153	±1,661
RACE AND HISPANIC OR LATINO ORIGIN				
White alone	187,820	±2,283	34,954	±2,549
Black or African American alone	19,239	±1,148	5,141	±935
American Indian and Alaska Native alone	2,086	±591	422	±241
Asian alone	6,494	±418	1,740	±453
Native Hawaiian and Other Pacific Islander alone	334	±192	108	±106
Some other race alone	14,435	±2,123	3,021	±832
Two or more races	15,443	±1,787	3,504	±953

Table: ACSST5Y2020.S1701

	Percent below poverty level	
Label	Estimate	Margin of Error
Population for whom poverty status is determined	19.9%	±1.1
AGE		
Under 18 years	21.0%	±2.1
Under 5 years	23.2%	±3.4
5 to 17 years	20.1%	±2.3
Related children of householder under 18 years	20.7%	±2.1
18 to 64 years	21.6%	±1.2
18 to 34 years	32.8%	±1.7
35 to 64 years	10.3%	±1.0
60 years and over	9.3%	±1.3
65 years and over	8.7%	±1.4
SEX		
Male	18.9%	±1.2
Female	20.8%	±1.3
RACE AND HISPANIC OR LATINO ORIGIN		
White alone	18.6%	±1.3
Black or African American alone	26.7%	±4.2
American Indian and Alaska Native alone	20.2%	±10.1
Asian alone	26.8%	±6.5
Native Hawaiian and Other Pacific Islander alone	32.3%	±34.9
Some other race alone	20.9%	±4.7
Two or more races	22.7%	±5.3

Table: ACSST5Y2020.S1701

	Lubbock city, Texas			
	Total		Below poverty level	
Label	Estimate	Margin of Error	Estimate	Margin of Error
Hispanic or Latino origin (of any race)	89,958	±1,489	22,119	±1,887
White alone, not Hispanic or Latino	125,743	±1,616	19,846	±1,464
EDUCATIONAL ATTAINMENT				
Population 25 years and over	147,666	±958	16,962	±1,192
Less than high school graduate	18,189	±1,129	5,003	±825
High school graduate (includes equivalency)	35,413	±1,528	4,680	±581
Some college, associate's degree	43,670	±1,509	4,408	±526
Bachelor's degree or higher	50,394	±1,710	2,871	±510
EMPLOYMENT STATUS				
Civilian labor force 16 years and over	130,251	±2,105	17,127	±1,341
Employed	125,446	±2,102	15,452	±1,345
Male	65,403	±1,378	6,510	±762
Female	60,043	±1,503	8,942	±1,019
Unemployed	4,805	±766	1,675	±334
Male	2,662	±524	960	±275
Female	2,143	±410	715	±223
WORK EXPERIENCE				
Population 16 years and over	194,023	±1,464	37,791	±2,002
Worked full-time, year-round in the past 12 months	88,380	±1,932	4,012	±640
Worked part-time or part-year in the past 12 months	50,882	±1,962	16,728	±1,321

Table: ACSST5Y2020.S1701

	Percent below poverty level	
Label	Estimate	Margin of Error
Hispanic or Latino origin (of any race)	24.6%	±2.1
White alone, not Hispanic or Latino	15.8%	±1.2
EDUCATIONAL ATTAINMENT		
Population 25 years and over	11.5%	±0.8
Less than high school graduate	27.5%	±4.0
High school graduate (includes equivalency)	13.2%	±1.6
Some college, associate's degree	10.1%	±1.2
Bachelor's degree or higher	5.7%	±1.0
EMPLOYMENT STATUS		
Civilian labor force 16 years and over	13.1%	±1.0
Employed	12.3%	±1.0
Male	10.0%	±1.1
Female	14.9%	±1.6
Unemployed	34.9%	±5.7
Male	36.1%	±8.1
Female	33.4%	±9.1
WORK EXPERIENCE		
Population 16 years and over	19.5%	±1.0
Worked full-time, year-round in the past 12 months	4.5%	±0.7
Worked part-time or part-year in the past 12 months	32.9%	±2.2

Table: ACSST5Y2020.S1701

	Lubbock city, Texas			
	Total		Below poverty level	
Label	Estimate	Margin of Error	Estimate	Margin of Error
Did not work	54,761	±1,724	17,051	±1,378
ALL INDIVIDUALS WITH INCOME BELOW THE FOLLOWING POVERTY RATIOS				
50 percent of poverty level	24,413	±1,922	(X)	(X)
125 percent of poverty level	61,167	±3,015	(X)	(X)
150 percent of poverty level	75,219	±2,767	(X)	(X)
185 percent of poverty level	91,036	±3,046	(X)	(X)
200 percent of poverty level	98,740	±3,267	(X)	(X)
300 percent of poverty level	139,260	±3,625	(X)	(X)
400 percent of poverty level	172,028	±3,543	(X)	(X)
500 percent of poverty level	193,863	±2,963	(X)	(X)
UNRELATED INDIVIDUALS FOR WHOM POVERTY STATUS IS DETERMINED	66,127	±2,246	25,209	±1,552
Male	33,941	±1,796	12,397	±1,068
Female	32,186	±1,268	12,812	±1,066
15 years	74	±51	74	±51
16 to 17 years	110	±77	97	±72
18 to 24 years	24,242	±1,436	16,508	±1,359
25 to 34 years	12,620	±997	2,738	±382
35 to 44 years	5,515	±789	949	±317
45 to 54 years	5,469	±641	1,316	±378
55 to 64 years	7,792	±906	1,732	±364
65 to 74 years	5,285	±501	1,166	±305
75 years and over	5,020	±442	629	±174
Mean income deficit for unrelated individuals (dollars)	8,247	±263	(X)	(X)

Table: ACSST5Y2020.S1701

	Percent below poverty level	
Label	Estimate	Margin of Error
Did not work	31.1%	±1.9
ALL INDIVIDUALS WITH INCOME BELOW THE FOLLOWING POVERTY RATIOS		
50 percent of poverty level	(X)	(X)
125 percent of poverty level	(X)	(X)
150 percent of poverty level	(X)	(X)
185 percent of poverty level	(X)	(X)
200 percent of poverty level	(X)	(X)
300 percent of poverty level	(X)	(X)
400 percent of poverty level	(X)	(X)
500 percent of poverty level	(X)	(X)
UNRELATED INDIVIDUALS FOR WHOM POVERTY STATUS IS DETERMINED	38.1%	±2.0
Male	36.5%	±2.9
Female	39.8%	±2.4
15 years	100.0%	±40.6
16 to 17 years	88.2%	±20.5
18 to 24 years	68.1%	±3.9
25 to 34 years	21.7%	±3.0
35 to 44 years	17.2%	±5.6
45 to 54 years	24.1%	±6.3
55 to 64 years	22.2%	±4.1
65 to 74 years	22.1%	±5.1
75 years and over	12.5%	±3.3
Mean income deficit for unrelated individuals (dollars)	(X)	(X)

Table: ACSST5Y2020.S1701

	Lubbock city, Texas			
	Total		Below poverty level	
Label	Estimate	Margin of Error	Estimate	Margin of Error
Worked full-time, year-round in the past 12 months	27,498	±1,932	1,845	±457
Worked less than full-time, year-round in the past 12 months	19,732	±1,337	12,225	±1,224
Did not work	18,897	±1,237	11,139	±972

DRAFT

Table: ACSST5Y2020.S1701

	Percent below poverty level	
Label	Estimate	Margin of Error
Worked full-time, year-round in the past 12 months	6.7%	±1.6
Worked less than full-time, year-round in the past 12 months	62.0%	±3.8
Did not work	58.9%	±2.6

DRAFT

Local Area Unemployment Statistics (LAUS) Report

Customize the report/Help with Accessibility 

Reset

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Drag a column header and drop it here to group by that column

Year	Period	Area	Area Number	Area Type	Adjustment	Employment	Civilian Labor Force	Unemployment	Unemployment Rate
2023	Annual	Lubbock	000303	County	Not Adjusted	160,188	165,713	5,525	3.3



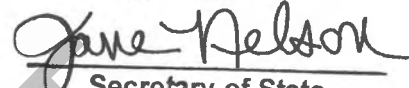
GOVERNOR GREG ABBOTT

September 26, 2024

The Honorable Jane Nelson
Secretary of State
State Capitol, Room 1E.8
Austin, Texas 78701

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:00 pm O'CLOCK

SEP 26 2024


Secretary of State

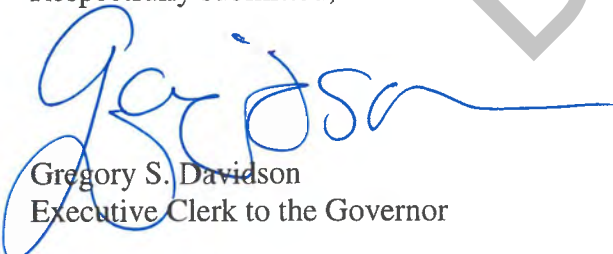
Dear Secretary Nelson:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation declaring and renewing a state of disaster in a certain number of counties based on the existence of serious drought conditions that pose an imminent threat of widespread or severe damage, injury, or loss of life or property.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD:gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, GREG ABBOTT, Governor of the State of Texas, issued a disaster proclamation on July 8, 2022, as amended and renewed in a number of subsequent proclamations, certifying that exceptional drought conditions posed a threat of imminent disaster in several counties; and

WHEREAS, the Texas Division of Emergency Management has confirmed that those same drought conditions continue to exist in these and other counties in Texas, with the exception of Bee, Concho, Kent, Kinney, Pecos, Terrell, and Wilson Counties;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby amend and renew the aforementioned proclamation and declare a disaster in Archer, Bandera, Bastrop, Bexar, Blanco, Brewster, Burnet, Calhoun, Cameron, Childress, Clay, Colorado, Comal, Comanche, Cottle, Culberson, Denton, El Paso, Foard, Gillespie, Hall, Hamilton, Hardeman, Hays, Hemphill, Hidalgo, Hudspeth, Irion, Jeff Davis, Karnes, Kendall, Kerr, Lampasas, Lavaca, Lipscomb, Llano, Loving, Lubbock, Matagorda, Maverick, Medina, Midland, Mitchell, Presidio, Real, Reeves, Tom Green, Travis, Uvalde, Val Verde, Victoria, Ward, Wharton, Wichita, Wilbarger, Willacy, Williamson, and Zapata Counties.

Pursuant to Section 418.017 of the Texas Government Code, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016 of the Texas Government Code, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to protect life or property threatened by this declared disaster, I hereby authorize the suspension of such statutes and rules for the duration of this declared disaster.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 26th day of September, 2024.


GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:00 pm O'CLOCK

SEP 26 2024

ATTESTED BY:


JANE NELSON
Secretary of State

DRAFT



Cleanups at Federal Facilities

CONTACT US <https://epa.gov/fedfac/forms/contact-us-about-federal-facility-cleanups>

[Home <https://epa.gov/fedfac>](https://epa.gov/fedfac)

[FEDFacts](https://epa.gov/fedfacts)

[<https://epa.gov/fedfacts>](https://epa.gov/fedfacts)

[Base Realignment and Closure \(BRAC\)](https://epa.gov/fedfac/base-closure-federal-facilities)

[<https://epa.gov/fedfac/base-closure-federal-facilities>](https://epa.gov/fedfac/base-closure-federal-facilities)

[Federal Agency Hazardous Waste Compliance Docket](https://epa.gov/fedfac/federal-agency-hazardous-waste-compliance-docket)

[<https://epa.gov/fedfac/federal-agency-hazardous-waste-compliance-docket>](https://epa.gov/fedfac/federal-agency-hazardous-waste-compliance-docket)

[Military Munitions and Unexploded Ordnance \(UXO\)](https://epa.gov/fedfac/military-munitionsunexploded-ordnance)

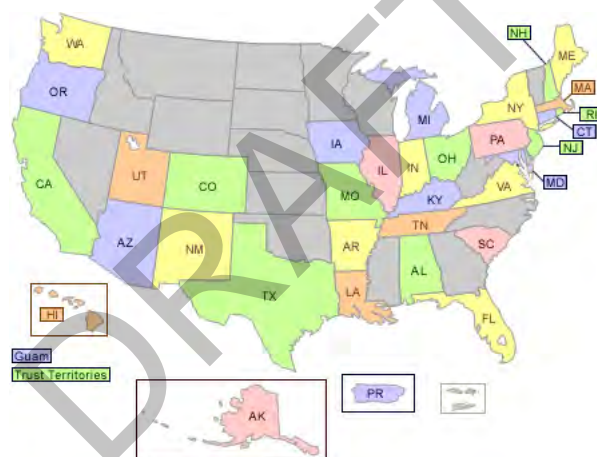
[<https://epa.gov/fedfac/military-munitionsunexploded-ordnance>](https://epa.gov/fedfac/military-munitionsunexploded-ordnance)

[Quality Assurance](https://epa.gov/fedfac/assuring-quality-federal-cleanups)

[<https://epa.gov/fedfac/assuring-quality-federal-cleanups>](https://epa.gov/fedfac/assuring-quality-federal-cleanups)

Base Realignment and Closure (BRAC) Sites by State

To see a list of Federal Facilities NPL sites within each state click on the map below.



On this page

- Alabama
- Alaska
- Arizona
- Arkansas
- California
- Colorado
- Connecticut
- Florida
- Michigan
- Missouri
- New Hampshire
- New Jersey
- New Mexico
- New York
- Ohio
- Oregon

- Guam
- Hawaii
- Illinois
- Indiana
- Iowa
- Kansas
- Kentucky
- Louisiana
- Maine
- Maryland
- Massachusetts
- Pennsylvania
- Puerto Rico
- Rhode Island
- South Carolina
- Tennessee
- Texas
- Trust Territories
- Utah
- Virginia
- Washington

Alabama

Site Name	City	Type	NPL Status	BRAC Round	Agency
Anniston Army Depot (Southeast Industrial Area)	Anniston	NPL/BRAC	Final	5	US Army
USARMY/NASA Redstone Arsenal	Huntsville	NPL/BRAC	Final	5	US Army
USA Ft McClellan Army Garrison	Anniston	BRAC		4	US Army
USA Ft McClellan Pelham Range	Fort McClellan	BRAC		4	US Army

Texas

Site Name	City	Type	NPL Status	BRAC Round	Agency
Bergstrom Air Force Base	Austin	BRAC		2	US Air Force
Carswell Air Force Base	Fort Worth	BRAC		2	US Air Force
Dallas Naval Air Station	Dallas	BRAC		3	US Navy
Kelly Air Force Base	San Antonio	BRAC		4	US Air Force
Lone Star Army Ammunition Plant	Texarkana	NPL/BRAC	Final	5	US Army
Red River Army Depot	Texarkana	BRAC		4	US Army
Reese Air Force Base	Lubbock	BRAC		4	US Air Force

Trust Territories

Site Name	City	Type	NPL Status	BRAC Round	Agency
Midway Is Naval Air Sta	Midway Islands	BRAC	Final	3	US Navy

Superfund Site Information

US DEPT AIR FORCE REESE EDUCATION TRAINING COMMAND (EPA ID: TX8571524091)

Site Information

[Site Info](#) | [Aliases](#) | [Operable Units](#) | [Contaminants](#) | [Contacts](#)
[Administrative Records](#) | [Reports and Documents](#)

Site Name: US DEPT AIR FORCE REESE EDUCATION TRAINING COMMAND

Street: 9801 REESE BLVD N. STE 300, 64 ABG/DE

City / State / ZIP: LUBBOCK, TX 79489

NPL Status: Not on the NPL

Non-NPL Status: Deferred to RCRA (Subtitle C)

EPA ID: TX8571524091

EPA Region: 06

County: LUBBOCK

Federal Facility Flag: Federal Facility

Incident Category: N

[Return to Search Results](#)

[Return to Search Superfund Sites](#)

Quarterly Census of Employment and Wages (QCEW) Report

Customize the report/Help with Accessibility

Reset

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Drag a column header and drop it here to group by that column

Year	Period	Area	Area Number	Owner...	Industry Code	Industry	Level	Establishments	Firms	Average Employment	Average Weekly Wage
2023	01	Lubbock	000303	Total All	10	Total, All Industries	0	8,331	7,314	147,540	1,012
2023	02	Lubbock	000303	Total All	10	Total, All Industries	0	8,329	7,314	149,162	979
2023	03	Lubbock	000303	Total All	10	Total, All Industries	0	8,358	7,328	149,295	1,026
2023	04	Lubbock	000303	Total All	10	Total, All Industries	0	8,344	7,290	153,520	1,051

EXPLORE THE
Possibilities

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ECOMMERCE

PHARMACY

MARKET

PRODUCE

GROCERY

GUEST
SERVICES

FOOD
SERVICE

FLORAL

Competitive perks & BENEFITS

Enjoy perks like weekly pay, flexible hours, paid time off and grocery store discounts — just to name a few.



Health Insurance

Multiple health coverage options to choose from, plus company contributions that make the weekly amount Team Members pay for themselves and their families competitively affordable



401k

Part-Time and Full-Time Team Members who are at least 21 years old are eligible to contribute to the 401(k) plan with a gracious company matching contribution.



College Savings Plan

Designed for our company to partner with our team members who wish to further their education at any two- or four-year college or university. Our company also contributes based on the Team Member's contribution and length of service with us.

[BROWSE ALL BENEFITS](#)



WORK THAT MATTERS



Our mission? That's easy. We strive to make a positive impact on the people we serve every day.

[MEET THE U-CREW >](#)

DRAFT

CAREER GROWTH

Progressive leadership focused on your job satisfaction and career growth are our top priority.

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> UPCOMING HIRING EVENTS

No Hiring Events
Near You?

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UNITED WE CARE



United We Care is a special emergency fund created to assist Team Members when unexpected serious events occur. When life's most challenging times strike, the United team works together to provide our family with help when it's needed most.

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FREQUENTLY ASKED QUESTIONS

▶ [HOW DO I CHOOSE THE LOCATION WHERE I WANT TO WORK?](#)

▶ [WHO CAN I CONTACT IF I AM LOCKED OUT OF THE ACCOUNT I USED FOR MY APPLICATION?](#)

▶ [IS A BACKGROUND CHECK REQUIRED AS PART OF MY APPLICATION?](#)

▶ [HOW DO I CHECK ON THE STATUS OF MY APPLICATION?](#)

▶ [IS A DRUG TEST REQUIRED AS PART OF MY APPLICATION?](#)

Questions? Comments? Concerns?

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ABOUT THE UNITED FAMILY®

Established in 1916, United Supermarkets, LLC – d.b.a. The United Family® – is a Texas-based grocery chain with stores in 54 communities in Texas and New Mexico. A self-distributing company with headquarters and their recently expanded distribution center

FIND YOUR STORE

United Supermarkets
Market Street

Amigos
United Express

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C1. ADDITIONAL PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 501. PROVISIONS GOVERNING DEVELOPMENT CORPORATIONS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 501.001. SHORT TITLE. This subtitle may be cited as the Development Corporation Act.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. [2278](#)), Sec. 3.01, eff. April 1, 2009.

Sec. 501.002. DEFINITIONS. In this subtitle:

- (1) "Authorizing unit" means the unit that authorizes the creation of a corporation under this subtitle.
- (2) "Board of directors" means the board of directors of a corporation.
- (3) "Bonds" includes evidences of indebtedness, including bonds and notes.
- (4) "Corporate headquarters facilities" means buildings proposed for construction or occupancy as the principal office for a business enterprise's administrative and management services.
- (5) "Corporation" means a corporation organized under this subtitle.
- (6) "Cost," with respect to a project, has the meaning assigned by Section [501.152](#).
- (7) "County alliance" means two or more counties that jointly authorize the creation of a corporation under this subtitle.
- (8) "District" means a conservation and reclamation district established under Section [59](#), Article XVI, Texas Constitution.
- (9) "Economic development office" means the Texas Economic Development and Tourism Office within the office of the governor.
- (10) "Governing body" means the commissioners court of a county or the governing body of a municipality or district.

(11) "Institution of higher education" has the meaning assigned by Section 61.003, Education Code.

(12) "Primary job" means:

(A) a job that is:

(i) available at a company for which a majority of the products or services of that company are ultimately exported to regional, statewide, national, or international markets infusing new dollars into the local economy; and

(ii) included in one of the following sectors of the North American Industry Classification System (NAICS):

NAICS Sector #	Description
111	Crop Production
112	Animal Production
113	Forestry and Logging
11411	Commercial Fishing
115	Support Activities for Agriculture and Forestry
211-213	Mining
221	Utilities
311-339	Manufacturing
42	Wholesale Trade
48-49	Transportation and Warehousing
51 (excluding 512131 and 512132)	Information (excluding motion picture theaters and drive-in motion picture theaters)
523-525	Securities, Commodity Contracts, and Other Financial Investments and Related Activities; Insurance Carriers and Related Activities; Funds, Trusts, and Other Financial Vehicles
5413, 5415, 5416, 5417, and 5419	Architectural, Engineering, and Related Services; Computer System Design and Related Services; Management, Scientific, and Technical Consulting Services; Scientific Research and Development Services; Other Professional, Scientific, and Technical Services
551	Management of Companies and Enterprises
56142	Telephone Call Centers
922140	Correctional Institutions; or

(B) a job that is included in North American Industry Classification System (NAICS) sector number 928110, National Security, for the corresponding index entries for Armed Forces, Army, Navy, Air Force, Marine Corps, and Military Bases.

(13) "Project" means a project specified as such under Subchapter C.

(14) "Resolution" means a resolution, order, ordinance, or other official action by the governing body of a unit.

(15) "Type A corporation" means a corporation governed by Chapter 504.

(16) "Type B corporation" means a corporation governed by Chapter 505.

(17) "Unit" means a municipality, county, or district that may create and use a corporation under this subtitle.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 501.003. WHO MAY BE USER. The following may be a user under this subtitle:

United Supermarkets, L.L.C.

XXIII. COMMITMENT TO THE COMMUNITY

Provide technical/vocational training for enterprise zone residents and economically disadvantaged individuals.

United Supermarkets, L.L.C. ("United") provides technical and on-the-job training to all current and new employees regardless of their economic status. This commitment to the improvement of the technical skills and abilities of United's employee base contributes to a more skilled and effective labor force in the City of Lubbock, Texas. United in cooperation with its parent company Albertsons, provides formal and informal learning and development opportunities to the associates. As part of the training and development program, the organization's in-store, supply chain, and office associates collectively completed more than four million courses through various platforms. Employees are offered training through eLearning and on-demand content, virtual and in-person classes, on-the-job training, VR (virtual reality), mentoring programs, and many more. They also launched two enterprise-wide programs which enhance capabilities of leaders. Their assistant store director training program prepares high potential frontline supervisors for the next step in their career through business and industry-specific experiential learning. Their Foundation leadership skills curriculum was designed for all people leaders to develop their leadership skills through self-study and instructor-led workshops.

Veteran's assistance or recruitment program(s).

United in association with its parent company, is dedicated to supporting military members by providing civilian career opportunities. They offer employment to military service members, veterans, and spouses across the country and promote a culture of learning and growth, inclusivity, and diversity. They also provide health and wellness benefits and competitive compensation.

Implement or contribute to a tutoring or mentoring program for area students.

United offers a part-time internship to students in the City of Lubbock. Students who are enrolled in an ACPE-approved college of pharmacy program and registered by the State Board of Pharmacy as Pharmacy Interns, along with meeting a few other requirements, are eligible for this internship. These interns are responsible for guest relations and satisfaction by building a reputation for excellent service. By providing internships, the organization helps area students learn new skills and build their careers.

Commit to work toward the prevention or reduction of juvenile crime activity.

United is providing funds for an endowed scholarship to benefit students at South Plains College. Students with a GPA greater than 2.50, full-time enrollment status, and U.S. citizenship or permanent residency can apply for this scholarship. Studies have shown that education plays a significant role in reducing the

United Supermarkets, L.L.C.

XXIII. COMMITMENT TO THE COMMUNITY

crime rate among juveniles. School education shapes the behavior of juveniles through various co-curricular activities and recreation programs such as dancing, drama, karate, bowling, climbing, and art. The effective engagement and involvement of juveniles in these activities help divert them from the wrong path. Quality education also serves as a key indicator in reducing the crime rate among juveniles. Studies suggest that juveniles who perform well academically are less likely to engage in criminal activities, while those who struggle academically are more prone to such behavior. This indicates that community-based programs, quality education, and co-curricular activities are effective in reducing the juvenile crime rate. Therefore, by providing scholarships to students, United. is helping them obtain a quality education and build a career on the right path. Hence, it is evident that they are contributing to the reduction of juvenile crime in the City of Lubbock, Texas.

Contribute to the well-being of the community, such as job training, or donation of land for parks or other public purposes.

United and Kellanova joined forces to donate \$20,000 to a non-profit organization named Lubbock Impact. This donation will support Lubbock Impact's hunger initiatives, which help hundreds of people across the South Plains. Kellanova, the maker of snacks like Pop-Tarts, Pringles, Rice Krispies Treats, and more, has partnered with Albertsons Companies and its subsidiaries on the Feed the Love campaign for four consecutive years. United along with Frenship ISD hosted its 12th Annual Back to School Supply drive to help raise funds for Lubbock area students to receive much needed school supplies. This fundraiser not just helped students of Frenship ISD but for across the South plains. Dr. McCord along with six other local school districts had the opportunity to shop for school supplies with a \$150 United Supermarkets gift card. The supplies gathered had been donated to students. United along with Mrs. Baird's, hosted a Teachers on the Rise program, where outstanding teachers nominated by students were recognized. This year, the organization hosted this program in three of its stores: Lubbock, Amarillo, and Frisco. The event marked the beginning of a year-long celebration that honored exceptional teachers from Lubbock, Amarillo, and the North Texas area for their commitment to education. United in association with The United Family actively participate in Community Well-Being activities. The employees of the organization show great interest in serving the community they work. As part of one such activity in 2024, the Asset Protection team managed to assemble 648 food boxes for the South Plains Food Bank in Lubbock. This volunteer activity by employees helped people in need and created a positive impact in the community.

For additional information on the programs or initiatives listed above, please contact Sarah Bevers at 806.791.0220



2023 Environmental Social Governance Report



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Report Overview

Report Scope

The 2023 Environmental, Social, Governance (ESG) Report covers Albertsons Companies' 2022 Fiscal Year (February 27, 2022–February 25, 2023), unless otherwise noted. It includes details about strategies, practices, and events within our up- and downstream supply chains, sourcing decisions, internal distribution and warehousing, manufacturing plants, retail operations, and offices. We highlight information about our Recipe for Change key ingredients (Climate Action, Diversity, Equity & Inclusion, Waste Reduction & Circularity, and Community Stewardship) within our four reporting pillars (Planet, People, Product, and Community). Other material topics are included throughout the report.

Report Frameworks

Our reporting is primarily broken out into four pillars: Planet, People, Product, and Community. In the Appendices, we call out links from our report to the United Nations Sustainable Development Goals and Sustainability Accounting Standards Board (SASB).



Letter from Our CEO

Last year, Albertsons Companies introduced Recipe for Change, a framework focused on maximizing our positive impact across four pillars: Planet, People, Product, and Community. By bringing together our long-term goals and strategies into a unified platform, we further solidified our commitment to support the communities we serve and the planet we share while delivering business results.

In 2022, we continued making meaningful progress toward our Recipe for Change commitments and embedding these goals throughout our operations. We're pleased to share our results with you in this year's report.

For our neighborhoods to thrive, we need a healthy planet. That's why we're committed to reducing our carbon footprint and nurturing the environment. Between 2019 and 2022, we reduced carbon emissions in our own operations by 21%, continuing to make progress toward our 2030 science-based emissions reduction goals. We achieved this by completing more than 1,100 energy efficiency and 85 refrigeration projects. In addition, we recycled more than 850 million pounds of cardboard and 27 million pounds of plastic film and bags.

We're committed to creating a diverse, equitable and inclusive workplace—one that ensures every associate is celebrated and has equal access to opportunities and resources. In 2022, we launched our company-

wide inclusion index and are leveraging the results to continue to foster a company culture where associates feel they can be themselves and share their individual perspectives. In addition, we added our newest associate resource group—diverseABILITY—focused on driving inclusion for people with diverse abilities, their caretakers, and allies.

As a company, we're continually looking for opportunities to expand our sustainable product selection and reduce unnecessary packaging and food waste. In 2022, we rolled out standardized recycling communications on more than 7,000 Own Brands packaged products and 40,000 store-made products so our customers have the information they need to easily recycle packaging after use. Additionally, we rolled out nearly 1,000 new soft plastics recycling bins in stores and worked with consumer-packaged goods (CPG) partners to help educate and engage customers in their use.

Our local grocery stores have deep connections in the communities they serve, giving us a unique opportunity to help our neighborhoods thrive. One way we do this is by helping fight food insecurity at the local level through meal donations, charitable giving, and partnerships designed to help break the cycle of hunger. Since 2019, we have enabled more than 950 million meals through store food donations and our Albertsons Companies Foundation's



Nourishing Neighbors program. In 2022, in support of the White House Conference on Hunger, Nutrition, and Health, we expanded our commitment by setting new goals and initiatives designed to further address food insecurity as well as empower nutrition and health.

Finally, I'd like to thank the entire Albertsons Companies team for its passion and commitment to living our purpose and positively impacting the communities we so proudly serve. Together, we will continue to create better lives, vibrant neighborhoods, and a healthier planet.

A handwritten signature in black ink, reading "Vivek Sankaran".

Vivek Sankaran
CEO

Albertsons Companies 2022 Overview

Albertsons Companies is a leading food and drug retailer in the United States. As of February 25, 2023, the Company operated 2,271 retail stores with 1,722 pharmacies, 401 associated fuel centers, 22 dedicated distribution centers, and 19 manufacturing facilities. The Company operates stores across 34 states and the District of Columbia with 24 banners including Albertsons, Safeway, Vons, Jewel-Osco, Shaw's, Acme, Tom Thumb, Randalls, United Supermarkets, Pavilions, Star Market, Haggen, Carrs, Kings Food Markets, and Balducci's Food Lovers Market. The Company is committed to helping people across the country live better lives by making a meaningful difference, neighborhood by neighborhood. In 2022, along with the Albertsons Companies Foundation, the Company contributed more than \$200 million in food and financial support, including more than \$40 million through our Nourishing Neighbors Program to ensure those living in our communities and those impacted by disasters have enough to eat.



2,271
retail stores

24 well-known
banners

401
fuel stations

1,722 in-store
pharmacies

22 distribution
centers

19 manufacturing
facilities

34+ million
customers
per week

34+ million
loyalty members
(at the end of Q4 2022)

\$77.6 billion
in sales

Four exclusive
billion-dollar
Own Brands

One of the largest retail
employers, providing
approximately
290,000 jobs

With our Foundation
we donated
\$200+ million
in food and financial support

Our Purpose

To bring people together around the joys of food and to inspire well-being.

Our company has a rich history, bringing together 24 banners with unique local identities that have deep roots in our communities and a strong heritage of service. We empower our associates to live our purpose in pursuit of our ambition to earn customers for life. Our values guide our associates in creating effortless, inspiring, affordable, and personal experiences that build deep, long-lasting relationships with our customers.



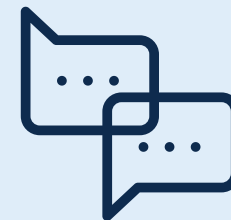
We put people first.

Our associates are the connection to our customers and communities. We care for their well-being and invest in their personal and professional growth.



We are customer-driven.

We care about our customers and make decisions based on what's best for them. We are empowered to make a positive impact—big and small—in our customers' lives.



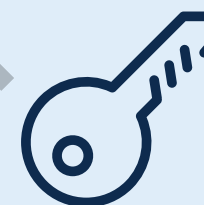
We value different perspectives.

We encourage open dialogue and healthy debate. We make better decisions when everyone's voice is heard.



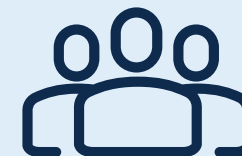
We raise the bar.

We stay curious and challenge the status quo to continually innovate and improve how we serve our customers and communities.



We act as owners.

We act with integrity, pride, and passion. We hold ourselves accountable, anticipate customer needs, and engage others constructively to deliver results that matter.



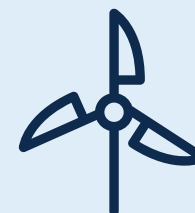
We are one team.

We value teamwork and camaraderie. We build relationships and recognize each other's contributions.



We build belonging.

We know a diverse and inclusive workforce is built on a foundation of courtesy, dignity, and respect.



We are committed to a healthy future.

We work together and build partnerships to support our communities and the planet we share.

Recipe for Change® 2022 Overview



We're working to make a real difference in the communities we serve and the planet we share. Our Recipe for Change brings together the key ingredients we need to achieve our bold ambitions.

View highlights of our Recipe for Change framework below and learn more about our goals and progress throughout this report.

Our Goals



47% carbon reduction
in our operations by 2030.¹



Increase
diverse representation
within our management.



Increase the
**recyclability, reusability,
and/or compostability**
of Own Brands Packaging by 2025.



Champion innovative programs and partnerships to help
break the cycle of hunger.

Achieve
net zero emissions
in our operations by 2040.

Foster an
inclusive culture
that embraces differences.

Zero food waste
going to landfill by 2030.

Enable the donation of
1 billion meals by 2030.

Our Progress

Reduced carbon emissions by 21%
in our own operations between 2019 and 2022.¹

Established an inclusion index
to foster a culture that puts people first and values diverse perspectives.

Standardized recycling communications
for 7,000+ Own Brands products and 40,000+ store-made products.

Enabled 254 million meals
through our store food donation and Nourishing Neighbors programs, totaling more than 950 million meals since 2019.

¹Scope 1 and 2 emissions



"The progress we saw in 2022 would not have been possible without the passion and dedication of our associates. Because of them, we made meaningful changes that are improving food donations in our communities, reducing our emissions, and increasing inclusion and belonging within our teams. In the year ahead, we plan to continue to expand engagement with Recipe for Change, including partnering with our vendors to drive industry change and increasing customer involvement in achieving our goals. By bringing others along on our journey, we can make change a reality and better support the communities we serve and the planet we share."

— **Suzanne Long**,
Chief Sustainability and Transformation Officer



Great food isn't possible without a healthy planet.

We're committed to reducing our carbon footprint and nurturing the environment.

INCLUDED IN THIS SECTION

- KEY INGREDIENT: CLIMATE ACTION
- OPERATIONAL WASTE
- WATER STEWARDSHIP



A Better Tomorrow Starts at the Source

As part of our Recipe for Change, we're letting science lead the way in our goal to reduce carbon emissions across our operations and value chain.

Our Goals:

- Achieve Science Based Target initiative (SBTi) approved emissions reduction goals by 2030.
 - Reduce emissions in our own operations by 47%.
 - Reduce downstream emissions from the use of sold goods by 27%.
 - Engage our top suppliers to set science-based targets by 2026.
- Achieve net zero emissions in our own operations by 2040.

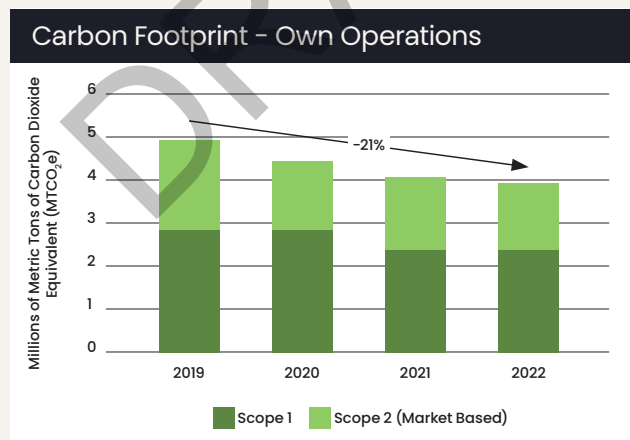
A carbon emission reduction target is considered "science-based" when it aligns with what the latest climate science says is necessary to meet the goals of the Paris Climate Agreement, which calls for pursuing efforts to limit global warming to 1.5°C above preindustrial levels.

Albertsons Companies' 2030 emissions reduction goal has been approved by the Science Based Targets initiative (SBTi), the gold standard for emissions goals developed by the CDP, World Resources Institute, World Wildlife Fund, and the United Nations Global Compact. The SBTi standards require companies to not only address emissions from their own operations (Scopes 1 and 2), but also material emissions from their value chain (Scope 3). Our emissions reduction goals are based on a 2019 baseline, and we annually report carbon emissions through the CDP's Climate Change Disclosure.

Our 2022 progress against our baseline year is as follows:

Carbon Footprint		
EMISSIONS CATEGORY	2019 BASELINE YEAR	2022
SCOPE 1	2,828,955	2,499,308
SCOPE 2 - LOCATION BASED	1,998,819	1,623,637
SCOPE 2 - MARKET BASED	2,130,132	1,400,857
SCOPE 1 & 2 MARKET BASED TOTAL	4,959,087	3,900,165
SCOPE 3 CATEGORY 1 PURCHASED GOODS AND SERVICES	30,363,100	WE WILL EVALUATE OUR CALCULATION PROCESS IN 2023 TO UPDATE THIS CATEGORY
SCOPE 3 CATEGORY 11 USE OF SOLD PRODUCTS	10,241,700	9,704,066

See 2021/2022 ESG Report for 2020 and 2021 data.



Additional details on our carbon footprint can be found in our annual CDP Climate Change Disclosures.

Our Strategy to Reduce our Carbon Footprint

As part of our 2030 carbon reduction goal, Albertsons Companies created a comprehensive strategy to reduce emissions and engage our larger value chain. Our focus areas are as follows:

- Scope 1: Reduce emissions from our refrigeration systems.
- Scope 2: Reduce and optimize our energy demand and increase procurement of renewable energy.
- Scope 3: Engage our top suppliers to set science-based carbon reduction goals and create innovative opportunities to reduce the emissions from the fuel customers buy and use.

The sections below provide examples of projects and strategies we are leveraging to reduce our carbon footprint.

Energy Efficiency Projects

We completed more than 1,100 energy efficiency projects across our operations in 2022 to reduce our energy demand. Projects included installing LED lighting retrofits, doors on refrigerated cases, building management systems, and more.

Our Shaw's stores in Massachusetts were named one of the 2022 Mass Save Climate Leaders for their efforts to reduce energy use.² The program recognizes leaders that have implemented changes to increase energy efficiency and demonstrated a long-term commitment to reducing their carbon footprint.

Renewable Energy

Where feasible, we use our facilities to generate renewable energy. The EPA's Green Power Partnership ranked Albertsons Companies at #11 in their Top 30 Retail Partner rankings for Calendar Year 2022.³

²2022 Mass Saves Climate Leaders

³Green Power Partnership Top 30 Retail | US EPA

We have two utility grade turbines at our Tracy, CA distribution center, and at the end of 2022 we had more than 50 locations with on-site solar generation, with plans to install more in the coming year.

We work with energy providers in our operating areas to purchase utility-scale renewable energy and renewable energy credits. Through these arrangements, we have been able to participate in buying energy from a solar farm in Arizona and source renewable energy for Safeway stores in Virginia.

In 2022, we entered into an agreement to purchase 18% of the total MW generated from the first phase of the Edwards Sanborn Solar Storage Project, the largest ground-mounted solar array project construction on an Air Force base. Once completed, the Southern California site will be the largest project in the world to simultaneously combine solar photovoltaic and battery storage systems.

Refrigerants

As part of our Climate Action strategy, we have developed a roadmap to reduce our refrigerant leakage rate and convert to lower global warming potential refrigerants in our operations.

We have committed capital to these projects and are working with our operating divisions to ensure we drive execution in support of local, state, and national refrigerant goals and requirements.

In 2022, we completed more than 85 projects to transition stores to lower global warming potential refrigerants. We also currently have 3 stores that utilize carbon dioxide (CO₂) refrigerant systems, with plans to further expand in the coming year. Our 22 distribution centers and 19 manufacturing facilities primarily use ammonia refrigeration systems.

In addition, we increased our focus on strategic innovation and partnerships in early refrigerant leak detection technology and forming innovative collaborations with leading universities and research organizations.

Transportation

As part of our Climate Action efforts, we continue to increase the sustainability of our truck fleet. Our entire private truck fleet is certified by the EPA's SmartWay program to advance supply chain sustainability and freight transportation efficiency.

We continue to explore opportunities that reduce the impact of our fleet, including utilizing electric vehicles to supplement our existing distribution operations. At the end of 2022, 89% of our forklifts were electric, and our fleet includes 18 electric terminal tractors, 9 battery-electric refrigerated trailers, and 2 battery-electric trucks. We are piloting nitrogen transportation refrigeration units to reduce emissions from our refrigerated trailers, as well as new technology for tire monitoring in an effort to improve fuel economy.

Value Chain Emissions

When calculating our 2019 baseline carbon footprint, we found that 90% of our total carbon footprint is associated with emissions from our value chain (Scope 3). Within our value chain, two categories of emissions are considered most important—or material—per the Science-Based Targets initiative and Greenhouse Gas Protocol: 1) Purchased Goods and Services and 2) Use of Sold Goods.

Purchased Goods and Services includes the tens of thousands of product offerings across our stores, as

well as the items we buy and sell to operate our stores, distribution centers, manufacturing facilities, and offices. This category of emissions makes up the majority of the carbon footprint of our value chain. To address these emissions, we set an SBTi-approved goal to engage more than 200 of our top suppliers by emissions on setting their own science-based carbon reduction targets. We aim to have these suppliers set, commit to setting, and/or track their progress against an existing target by 2026. At the end of 2022, more than 80 of our suppliers met these requirements. Throughout the year, we engaged with the vendor community through webinars, conferences, and leadership meetings to educate suppliers on our goals and explore partnership opportunities to ensure we collectively deliver on this commitment.

The Use of Sold Goods category includes the emissions associated with the use of the fuels we sell to our customers through our fuel stations and propane offerings. We continue to evaluate how innovative opportunities to reduce the emissions associated with these products can tie into our fuel and merchandising strategies. As part of this, we are monitoring regulatory and purchasing trends in our market areas to better understand the availability and adoption of alternative and low-carbon fuels as well as electric and alternative-energy vehicles.

Learn more about our current electric vehicle charging offerings in the [Electric Vehicle Charging](#) section.



Operational Waste

In 2022, we recycled more than 850 million pounds of cardboard and 27 million pounds of plastic bags and film. This includes the pallet wrap used to safely distribute products as well as plastic bags and film returned by our customers, a service available in many of our stores.

To expand our existing recycling services for plastic bags and wraps, we rolled out new and improved recycling bins in nearly 1,000 stores in California, Connecticut, Delaware, Maryland, New Jersey, New York, Pennsylvania, Virginia, and Washington, D.C. These bins provide access to soft plastics recycling, a service that is not available to the majority of our customers through curbside recycling.

For more details on our soft plastic recycling bins, see the [Plastics & Packaging](#) section of this report. Learn about our efforts to eliminate food waste going to landfill in the [Food Waste](#) section of this report.

Electric Vehicle Charging

As part of our efforts to support the planet we share, we strive to help our customers reduce their carbon footprints, too. At the end of 2022, we had more than 300 electric vehicle chargers across our portfolio that our customers used for more than 500,000 charging sessions.

Water Stewardship

We work to reduce the water usage in our facilities while maintaining high food safety and sanitation requirements. Focusing on leak prevention has been key to our water conservation efforts. We use a computer algorithm to track water consumption and detect water usage fluctuations. If an abnormal increase in water use is detected, we investigate the problem and address it quickly to minimize negative impacts.





Our people are our greatest asset.

We're committed to fostering the personal and professional well-being of every Albertsons Companies associate.

INCLUDED IN THIS SECTION

- KEY INGREDIENT: DIVERSITY, EQUITY & INCLUSION
- ASSOCIATE ATTRACTION, RETENTION & DEVELOPMENT





We Build Belonging

As part of our Recipe for Change, we are committed to cultivating a workforce that reflects the rich diversity of the communities we serve and fostering an inclusive culture that embraces differences.

Our Goals:

- Increase diverse representation within our management to reflect the communities we serve.
- Foster an inclusive culture that embraces our differences and drives innovation to accelerate growth.
- Ensure all associates have equal access to opportunities and resources.



Diversity, Equity & Inclusion

We have a 6-part Diversity, Equity & Inclusion (DE&I) framework to guide our efforts toward achieving our goals.

INCLUSION & BELONGING

Ensure that each associate's voice is heard and integrated into the workplace. Cultivate a supportive, welcoming, inclusive, and equitable work environment that allows associates to feel connected to the company's purpose and success.

IMPACTFUL ASSOCIATE RESOURCE GROUPS

Promote Associate Resource Groups (ARGs) and empower them as a resource for leadership development, associate engagement and belonging, sharing ideas and concerns, and supporting the company's initiatives.

HIRING & PROMOTIONS

Strive to increase the pool of diverse candidates considered for promotion and have diverse slates and interviewers for all management roles.

COMMUNITY ENGAGEMENT

Use financial support and volunteerism to promote racial equality and social justice while strengthening ties with customers, diverse suppliers, and the communities we serve.

TALENT DEVELOPMENT

Embed Diversity, Equity & Inclusion into the lifecycles of talent development and succession planning. Raise awareness about training and development opportunities.

MEANINGFUL METRICS

Set targets and establish diversity metrics to ensure successful and sustainable outcomes with recruitment, retention, development, and promotion goals.

"Our leadership is driving collective action to build belonging by embedding Diversity, Equity & Inclusion into the fabric of our company. We remain deeply committed to building a culture that puts people first, where diverse perspectives are valued and ensures that everyone—customers, associates, business partners, and people in the neighborhoods we serve—is treated with courtesy, dignity, and respect."

— **Monique Lanaux**
GVP, Chief Diversity, Equity, Inclusion & Belonging Officer



Representation

Over the past few years, Albertsons Companies has made strides in improving the representation of diverse associates in our management and across the company to reflect the communities we serve. In 2022, we expanded the ways that associates can self-identify within gender and ethnicity designations.

Diversity Councils

Our National Diversity Council is chaired by our CEO Vivek Sankaran and works to advance DE&I across Albertsons Companies. This group of executive sponsors and leaders is focused on promoting and growing Diversity, Equity & Inclusion to help our company be the best place to work and shop. We have Diversity Councils for our 12 operating divisions and individual councils for our Technology & Engineering, Digital & Consumer, and Supply Chain departments.

Social Justice Grant Program

In 2020, we launched our Social Justice Grant program to support efforts to promote equality in the communities we serve. Since its inception, our Social Justice Grant program has donated over \$3 million towards organizations that share this mission. In 2022, we donated to numerous organizations that strengthen civic engagement, develop multicultural professionals, and support efforts to promote diversity and equality.

Representation at Albertsons Companies						
2021				2022		
	VP & ABOVE	COMPANY WIDE	US DEMOGRAPHICS	VP & ABOVE	COMPANY WIDE	US DEMOGRAPHICS
GENDER						
MALE	67%	51%	49%	68%	50%	50%
FEMALE	33%	49%	51%	32%	49%	50%
NON-BINARY				0%	<1%	
NON-DISCLOSED				0%	<1%	
ETHNICITY						
WHITE	75%	54%	59%	71%	52%	59%
PEOPLE OF COLOR	21%	39%	39%	29%	45%	44%
BLACK/AFRICAN AMERICAN	5%	11%	14%	5%	10%	14%
HISPANIC/LATINO	4%	21%	19%	6%	21%	19%
ASIAN/ASIAN AMERICAN	12%	7%	6%	14%	6%	6%
TWO OR MORE RACES (MULTI-ETHNIC)				3%	7%	3%
NATIVE-HAWAIIAN/PACIFIC ISLANDER				<1%	<1%	<1%
NATIVE AMERICAN OR ALASKA NATIVE				<1%	1%	1%
OTHER/NON-DISCLOSED	4%	7%	5%	0%	3%	0%

U.S. Demographics data from U.S. Census Bureau. Cells colored grey were not available before 2022. See 2021/2022 ESG Report for 2020 data. 2021 data does not include United. Ethnicity data is from U.S. operations only.



Inclusion

In 2022, over 80% of our associates shared their voice by participating in our annual engagement survey, a 9% increase in companywide participation from the previous year. This survey serves as the foundation for our enterprise-wide inclusion index which gauges how many associates feel we have created an inclusive work environment and how we can continue to improve and grow our programs. During 2022, we offered opportunities for associates to learn more about DE&I, including:

- Training over 15,000 leaders through our “Leading with Inclusion” workshops—a highly interactive experience designed to heighten awareness around bias and provide tools to support associates’ ability to create a more inclusive work environment that celebrates courageous conversations.
- Providing three distinct and curated programs focused on Black, Hispanic and Latino, and Asian leaders that offer an Executive Leadership curriculum for senior leaders and a Management Accelerator program for early-career to mid-career managers.
- Launching an Associate Resource Group mentorship program designed to provide a valuable partnership between two people based on a mutual commitment to growth and development.
- Offering micro-learning modules for all leaders that cover DE&I topics and enable leaders to build cultural competency.
- Facilitating leadership discussions on how to be more inclusive, holding bi-annual store and supply chain huddles on this topic, and providing monthly online training modules.

Our Associate Resource Groups (ARGs) help enable an inclusive and welcoming culture among our associates. Our ARGs are open to all associates in corporate and division offices, as well as field leadership in many of our retail stores and supply chain facilities. Last year we increased membership across our ARGs to more than 5,000 associates.

In 2022, we added our newest associate resource group—diverseABILITY—an ARG focused on driving inclusion for people with diverse abilities, their caretakers, and allies. Other ARGs include the Women’s Inspiration and Inclusion Network, the Hispanic Leadership Network, the Asian Network, the African American Leadership Council, the Pride Alliance, the Recipe for Change Alliance, and the Veterans Associate Resource Group.

Our ARGs host events throughout the year to build belonging amongst our associates and to create an environment where everyone is respected, valued and has equal opportunity to succeed. One such event in 2022 was our Women’s Inspiration and Inclusion Network’s Purple Spirit Award program. In partnership with Mars’ M&M’S® brand, and in support of the launch of their new Purple character, we celebrated women who are flipping the status quo within our own organization and embody Albertsons Companies’ values. Three winners were selected from over 270 nominees across the organization and joined members of the Senior Leadership team at an event to kick off Women’s History Month.



Supplier Diversity

We believe in fostering diversity and inclusion not only among our associates, but also among our business partners. We are dedicated to providing opportunities for diverse suppliers to grow their business and increase the presence of their products on shelves. Given that one of the biggest hurdles for small businesses is access to working capital, we have launched an expanded early payment program to determine the best time and terms for payments for diverse-owned businesses. The goal is to help these companies alleviate immediate capital challenges by making working capital more accessible.

Last year, we hosted our third supplier summit to broaden our reach to businesses that are over 50% owned and controlled/operated by one of the following ethnicities or categories: African American, Asian American, Hispanic, LGBTQIA+, Native American, Service-Disabled Veteran, or Female.

We work to elevate the visibility of our diverse suppliers through heritage celebrations throughout the year. For example, our Jewel-Osco division hosted its annual Black History Month celebration which supported more than 35 local and minority-owned brands, while giving back to the community with in-store events and charitable donations from our Foundation. Similarly, our Mid-Atlantic division hosted Lunar New Year events with product samples, dance performances, activity tables and more for shoppers to learn about the Year of the Rabbit.



Employee Retention & Development

Our commitment to our purpose and values continues to shape our approach to retaining and developing a highly skilled and ethical workforce that sets us apart and brings these values to life on a daily basis.

Retention

At the end of 2022, we employed approximately 290,000 associates and are proud that a significant number of our associates celebrated milestone anniversaries with our company. More than 63,000 of these individuals commemorated at least 15 years of service, and more than 44,000 celebrated over 20 years of service.

Training and Development

We offer formal and informal learning and development opportunities to all associates, and in 2022 our in-store, supply chain, and office associates together completed more than 4 million courses through various platforms.

Courses are offered through eLearning and on-demand content, virtual and in-person classes, on-the-job training, VR (virtual reality), mentoring programs, and more.

We also launched two enterprise-wide programs that focus on enhancing the capabilities of our leaders. First, our Assistant Store Director Training is an immersive program that prepares high potential frontline supervisors for the next step in their career through business and industry-specific experiential learning. Second, our Foundational Leadership Skills curriculum was designed for all people leaders to develop their leadership skills through self-study and instructor-led workshops.

We have also partnered with industry associations to provide access to relevant continuing retail education opportunities through colleges around the country. Additional details on Learning and Development can be found in our [2022 10-K Filing](#).





Our footprint is directly tied to what we make and sell.

We're committed to creating and sourcing sustainable products and reducing unnecessary packaging and food waste.

INCLUDED IN THIS SECTION

- **KEY INGREDIENT:** WASTE REDUCTION & CIRCULARITY
- SUSTAINABLE PRODUCTS & INGREDIENTS
- CUSTOMER HEALTH & WELL-BEING
- SUPPLIER ENVIRONMENTAL STEWARDSHIP AND SOCIAL RESPONSIBILITY
- ANIMAL WELFARE





Waste Reduction & Circularity

Less Waste, More Hope

As part of our Recipe for Change, we are working to eliminate food waste going to landfill, reducing plastics and packaging in our Own Brands products, and accelerating our transition to a more circular economy.

Our Goals:

- Zero food waste going to landfill by 2030.⁴
- Increase the recyclability, reusability and/or compostability of our Own Brands packaging by 2025.

Food Waste

Reducing food waste has been a long-standing priority across our stores, distribution centers, and manufacturing plants. The USDA estimates that up to 30-40% of food is wasted across the U.S. food supply chain, from farms to transportation, stores, and homes.⁵

We are members of the USDA and U.S. EPA's Food Loss and Waste Champions as well as the Pacific Coast Food Waste Commitment and work across our industry to identify opportunities and best practices to reduce and report food waste. We are establishing methodologies to measure and report our food waste baseline and progress toward our company-wide zero food waste to landfill goal.

Our Strategy to Achieve Zero Food Waste to Landfill

To meet our food waste goal, our stores, distribution centers, and manufacturing plants must divert at least 90% of food waste from landfill. We leverage the U.S. EPA's food recovery hierarchy to prioritize our actions, including preventing food waste, donating edible food, and diverting inedible food waste.

Preventing Food Waste

We leverage a variety of innovative methods and technologies to prevent food from ever becoming waste. One way we accomplish this is by using technology to accurately order and produce the correct amount and assortment of products for our customers.

In 2022, we completed the rollout of the Afresh technology across nearly all Albertsons Companies' stores. This capability enables associates to leverage artificial intelligence to improve ordering, reduce unsold food, and consequently lessen greenhouse gas (GHG) emissions.

Additionally, we are leveraging other innovative solutions to help prevent food waste both in stores and in customers' homes. In 2022, we expanded the use of leading-edge food preservation solutions to help food stay fresh longer for our customers and piloted an innovative discounted food application in select stores in our Seattle division.

Donating Edible Food

In 2022, we greatly expanded our network of local food donation partners as well as our store donation guidelines to continue to help support our neighbors in need. At the end of 2022, more than 90% of our stores were donating food on at least a weekly basis, with donation programs available across all departments in our stores, including produce, meat, seafood, service deli, and much more.

Many of the local food recovery organizations we work with are part of the Feeding America network. In 2022, we were a Feeding America Visionary Partner, donating more than 80 million pounds of food from our stores, the equivalent of more than 65 million meals. As part of our work to continuously improve our programs, we're collaborating with Johns Hopkins University and the Maryland Institute College of Art to further increase associate engagement in food donation and identify best practices.



These programs are just a few of the many efforts we're making to support our 2030 goals to eliminate sending food waste to landfill and enable 1 billion meals. See the [Community Stewardship](#) section of this report to learn more about our hunger relief efforts.

Diverting Inedible Food

In 2022, we diverted more than 321 million pounds of food and trimmings through inedible food waste diversion programs that are in place in the majority of our stores. These solutions included anaerobic digestion, compost, and animal feed operations. Anaerobic digestion turns food waste into a rich soil amendment and can also create renewable natural gas. As part of our efforts to explore and expand innovative partnerships and solutions, nearly 100 of our stores now divert food waste through a low-carbon animal feed upcycling solution.

⁴ [Zero Waste | Cal Recycle](#)

⁵ [Why should we care about food waste? | USDA](#)

Plastics and Packaging

As part of our Plastics and Packaging Pledge, Albertsons Companies is committed to improving the recyclability, reusability, and compostability of our Own Brands product packaging. Our Own Brands consist of trusted household names that are exclusive to our stores, such as O Organics®, Lucerne®, Open Nature®, Signature Select®, Primo Taglio®, debi lilly design™, Waterfront Bistro®, Soleil®, ready meals®, and Value Corner®.

Our Own Brands primary plastic packaging footprint is approximately 68,000 metric tons annually. This baseline includes the plastic packaging used for our Own Brands and store-made products purchased through our stores, e-commerce platforms, and third-party delivery services. We work closely with our suppliers to better understand our footprint and identify areas for improvement. A significant portion of our annual primary plastic footprint is recyclable, reusable or compostable, and/or includes post-consumer recycled (PCR) content.

We're exploring new and innovative ways to increase the percentage of reusable, recyclable, and/or compostable packaging and our use of post-consumer recycled content. In our milk and beverage manufacturing plants, we are exploring opportunities to increase post-consumer recycled plastic content in packaging components such as bottles, jugs and bottle caps, and using recycled paperboard in our multi-pack cartons.

Standardized Recycling Communications

In 2022, we achieved our goal to provide recycling instructions on more than 7,000 Own Brands packaged products through How2Recycle labels and QR codes. In addition, more than 40,000 store-made items now feature recycling information on scale labels and other packaging, directing customers to an informative new recycling page.

Moving forward, all new Own Brands products will feature the How2Recycle labeling system to improve the reliability and transparency of recyclability claims. This label helps

customers know how to properly dispose of and recycle our Own Brands product packaging to help keep plastic out of the landfill whenever possible.

Reducing Single-Use Bags

In 2021, we launched a program to increase the number of items our associates place in each bag which continued to help us reduce the number of single-use bags used in each transaction in 2022. In addition, last year 7 of our divisions had stores utilizing more durable plastic bags that contain recycled plastic content, are re-usable 125 times, and are washable. Between these two factors, in 2022, we used 428 million fewer single-use bags than the previous year.

⁶ Estimation may be adjusted as new and improved data becomes available from vendors



Sustainable Products & Ingredients

Responsible Seafood

Through our Responsible Seafood Program, we are working to improve transparency within our seafood supply chain. This not only helps our customers feel confident in the source of our products, but supports the protection of ocean resources and the fair treatment of those working in the fishing industry.

Our Responsible Seafood Program has extensive data requirements that provide us with traceability and transparency within our fresh and frozen seafood supply chains. In 2022, in collaboration with FishWise—our responsible seafood partner—we assessed over 330,000 individual products—totaling more than 50 million pounds of seafood—against our rigorous seafood standards.

We're proud that all seafood in our Waterfront Bistro and Open Nature brands display our Responsible Choice™ logo. This logo means we know the journey our seafood takes from the ocean or farm to our shelves and makes shopping for responsible seafood simpler by indicating which products meet our Responsible Seafood Policy and Commitment.



Each year, we work with select seafood suppliers to undertake in-depth collaborative reviews of policies and processes to identify opportunities to incorporate best practices into the seafood supply chain.

Fair Trade

We offer a variety of Fair Trade Certified™ products including produce, chocolate, coffee, and more within our Own Brands portfolio. All our O Organics® coffee is Fair Trade Certified, and purchases made in 2022 generated more than \$800,000 in community development funds to support coffee farmers, their families, and communities.



Fair Trade protects the environment through standards covering topics such as soil and water quality and ensures that hard-working farmers earn fair wages and operate in safe conditions.

debi lilly design™

Each debi lilly design Extending Smiles bouquet purchased enables a donation to a charitable organization. In 2022, more than \$192,000 was raised for organizations including the National Domestic Violence Hotline, Homes For Our Troops, Trinity Health, and others.

Using Biodegradable Ingredients

In 2022, the U.S. Department of Agriculture BioPreferred® Program recognized Albertsons Companies as a BioPreferred Program Champion for our long-term commitment to using renewable materials, reducing our reliance on petroleum, supporting the bioeconomy, and bettering the planet. We have 17 products in our Open Nature brand that utilize biodegradable ingredients.



Local Product Offerings

We've spent decades nurturing partnerships with suppliers and farmers in our communities, helping to create jobs so our neighbors can thrive. Across our company, we offer more than 26,900 unique local products. Each of our operating divisions has local goods from their communities, allowing us to offer the highest-quality products available in each area. Whether it's sourcing world-famous Idaho potatoes for our Idaho stores or Northeastern apples for our Shaw's and Star Market stores, local offerings are often at the heart of our produce operations.

In 2022, we expanded the availability of packaged salads grown using vertical farming across our Intermountain and Denver divisions. Vertical farming enables local produce to be grown and harvested year-round and reduces the environmental impact. Five of our operating divisions offer these products, and we continue to evaluate opportunities to expand this program as more vertical farming options become available across the country. The U.S. Department of Agriculture found that when compared to traditional agriculture, vertical farming methods reduce food waste while also producing lower carbon emissions and require less water usage while providing high nutrient products.⁷

⁷ Vertical farming | United Nations Climate Champions

Customer Health & Well-Being

In 2022, we held over 5,700 vaccine clinics at schools, nursing homes, local businesses and other organizations to help ensure community members have access to immunizations. Our pharmacists administered over 7 million vaccines to patients to protect the communities we operate in and promote preventative health measures.

In our Denver division, for example, we partnered with 365 Health, a non-profit organization focused on providing health tests and vaccinations to communities in need, and completed over 100 flu and Covid clinics—administering over 4,300 vaccines.

The majority of our pharmacies offer Drug Take Back Kiosks for proper disposal of unused, unwanted, or expired medications, and in 2022 we collected nearly 100,000 pounds of these products. Responsible disposal of over-the-counter and prescription medications can help avoid misuse, as medications left in the home can contribute to accidental poisonings or drug abuse. In addition, unwanted or expired medications can negatively impact our environment by polluting waterways and disrupting ecosystems if the medications are improperly discarded.

Supplier Environmental Stewardship and Social Responsibility

Albertsons Companies is always working to improve the sustainability of the products we offer, including in our Own Brands products. Our sourcing team is shifting our buying choices toward ingredients that are produced in more socially and environmentally responsible ways, and we provide our suppliers with commodity-specific requirements as part of our Supplier Sustainability Guidelines.

Animal Welfare

Maintaining high animal care standards is important to Albertsons Companies, and we prioritize implementing science-based animal welfare policies that ensure safe and humane treatment. In 2022, 48% of our liquid and shell eggs were cage-free. In addition, all O Organics and Open Nature shell and liquid eggs and all Own Brands hardboiled eggs are cage-free.

Last year we expanded our commitment to broiler chicken welfare and aim to have 50% of O Organics chicken supply chain certified to Global Animal Partnership

Step 3 (GAP-3) standards by 2024. In 2022, the national chicken supply chain faced national animal health risks from Highly Pathogenic Avian Influenza (HPAI), and many suppliers moved flocks indoors to protect the health of the animals. Despite these challenges, more than 27% of our O Organics chicken supply was either GAP-2 or GAP-3 certified in 2022. Additional details about our Animal Welfare policies can be found on our [website](#).





We're at our best when we are stewards of our communities.

We're committed to reducing food insecurity and lifting up the neighborhoods we serve.

INCLUDED IN THIS SECTION

- **KEY INGREDIENT:** COMMUNITY STEWARDSHIP
- COMMUNITY GIVING
- SUPPORTING ASSOCIATES





Community Stewardship

Extending Our Table

As part of our Recipe for Change, we're committed to fighting food insecurity at a local level so all our neighbors thrive.

Our Goals:

- Enable 1 billion meals for our neighbors in need by 2030.
- Champion innovative programs and partnerships to help break the cycle of hunger in the communities we serve.

Food insecurity is a complex issue impacting more than 33 million people in the United States, including 9.3 million children.⁸ As we continue our commitment to fighting hunger at a local level, we are leveraging our strong community ties to explore programs and partnerships that advance innovative and localized solutions to break the cycle of hunger.

Donating Food from Our Stores

Each year our stores donate millions of pounds of food to local food banks, pantries, and other organizations that are on the front lines in the fight against hunger. We are a Feeding America Visionary Partner, and in 2022 we donated more than 80 million pounds of food from our stores, distribution centers, and manufacturing plants—the equivalent of enabling more than 65 million meals.

In 2022, we built out our relationships with local food donation partners and expanded our store donation guidelines to get more food to those in need in our communities. At the end of last year, more than 90% of our stores were donating food on at least a weekly basis, with programs available across all departments in our stores, including produce, meat, seafood, service deli, and much more. Our stores work with food donation partners to

ensure they are donating food categories and quantities that food banks can accept and distribute to those in need.

Our stores also support hunger relief through other charitable efforts, such as in-store food drives and volunteer events.

Albertsons Companies Foundation's Nourishing Neighbors Program

Nourishing Neighbors, a charitable program of Albertsons Companies Foundation, seeks to ensure at-risk children, adults, seniors, and families have access to the food they need to thrive. Through programs that fund initiatives such as breakfasts for kids, holiday dinners, and school pantries, Nourishing Neighbors works to ensure all our communities' tables and pantries are full so that our neighbors can learn, grow and succeed.

In 2022, Nourishing Neighbors raised over \$40 million, enabling the donation of more than 188 million meals to ensure those living in our communities, as well as those impacted by disasters, have enough to eat. These funds supported over 2,000 organizations, impacting over



600 million lives. Our 2022 Nourishing Neighbors giving highlights included:

- Over 28 million healthy breakfasts for children through our Nourishing Neighbors breakfast campaign.
- Gift cards for more than 250,000 families to purchase meals to fill their holiday tables.
- \$8 million to support meals for families impacted by the war in Ukraine.

Ensuring Kids Start the Day with Breakfast

A study conducted by Deloitte and No Kid Hungry Center for Best Practices⁹ showed that ensuring kids start the day with breakfast can have a dramatic positive effect by helping students perform better in class and attend more days of school each year. We raise money to ensure all kids have access to breakfast every day. These funds provide grants to organizations that enhance school breakfasts, provide weekend breakfast backpack programs, supply summer breakfast meals, and many other breakfast-related programs. Since 2014, our Nourishing Neighbors program has enabled over 225 million breakfasts to kids in need.

⁸ 2021 Data. USDA will release 2022 values in October 2023.

Source: Household Food Security in the United States in 2021 (usda.gov)

⁹ Ending Childhood Hunger: A Social Impact Analysis | No Kid Hungry Center of Best Practices



Engaging Students in Finding Solutions in Their Communities

Explore. Act. Tell. (EAT) teaches young people how to become aware of food insecurity issues in their neighborhoods. Funded by the Albertsons Companies Foundation's Nourishing Neighbors program and the Foundation for Impact on Literacy and Learning, students identify solutions for food insecurity by:

- Exploring the topic of hunger in their community.
- Designing ways to act on solutions.
- Producing public service announcements encouraging others to take action.

The Nourishing Neighbors program engaged over 20,000 middle and high school students in the EAT program in 2022. Since the program began in 2020, over 57,000 students, 780 schools, and 950 educators have participated in this program.

Teaming Up with State Governments to Increase Access to Healthy Foods

Our Seattle division is collaborating with the Washington State Department of Health on a variety of programs to address food insecurity. The Fruit and Vegetable Prescription Program allows select healthcare sites to provide patients experiencing food insecurity with "prescriptions" for fruits and vegetables. These "prescriptions" can then be used like cash to buy produce at Safeway stores in Washington. Our Seattle division also participates in the SNAP (Supplemental Nutrition Assistance Program) Produce Match program, which provides shoppers using Electronic Benefits Transfer (EBT) who spend at least \$10 on fresh fruit and vegetables a \$5 coupon for produce on their next shopping trip.

Improving Food Access

In 2022, we began rolling out a new online service for EBT recipients across our stores, where approved by the USDA. The integration of EBT services enables SNAP customers to use their benefits when purchasing groceries online, ensuring that families and individuals who rely on EBT SNAP benefits have greater access to nutritious food.

Supporting the White House Conference on Hunger, Nutrition, and Health

In support of the 2022 White House Conference on Hunger, Nutrition, and Health, Albertsons Companies expanded our commitment to fighting hunger and inspiring healthy eating by announcing new goals and initiatives. The following commitments, which complement our Recipe for Change efforts, are designed to help break the cycle of hunger and empower nutrition and health through technology and information:

Addressing Hunger with Nourishing Neighbors

- Enable the donation of over 100 million meals in 2023 and 1 billion meals by 2030.
- Help 50,000 eligible neighbors enroll in SNAP and Women Infants and Children (WIC) benefits in 2023.

Empowering Nutrition and Health through Technology and Information

- Provide 50 million evidence-based nutrition recommendations to digital customers by 2024.
- Launch six health campaigns by 2025 utilizing in-store events and digital platforms to increase awareness of MyPlate Dietary Guidelines.¹⁰
- Provide 100 million customers access to recipe and meal planning tools by 2025.

- Introduce 1,000 new nutritious and approachable recipes, and further enhance tools to help make healthier living an easy and sustainable choice.
- Expand the availability of ready meals® from 600 to 1,100 stores by the end of the 2022 fiscal year. ready meals® offer nutritious meals designed by culinary experts and dietitians made fresh in-store every day.

We will report our progress as we work toward achieving these goals. Additional details about the White House Conference on Hunger, Nutrition, and Health are available [here](#).

Associate-Sponsored Funding

The Albertsons Companies Foundation's We Care program is a voluntary associate-sponsored disaster relief and personal hardship fund that provides support to our communities and fellow associates in times of crisis. In 2022, more than \$1 million was given out in grants to 190 associates.



Partnering with CPGs

In 2022, divisions across the company teamed up with Kellogg's Frosted Flakes® Mission Tiger™ to donate over \$200,000 to school athletic programs. Our Southwest division teamed up with the Tony the Tiger® Sun Bowl to provide the Parkland Pre-Engineering Middle School sports program with \$30,000 for new equipment. Acme stores in our Mid-Atlantic division partnered with Frosted Flakes to donate \$100,000 to support flag football programs in the Philadelphia School District.

¹⁰MyPlate | U.S. Department of Agriculture



"Research shows that a large percentage of EBT recipients face mobility challenges due to a disability, lack of transportation, or caring for young children, which can prevent them from physically shopping at a store. As a trusted community grocer committed to helping solve food insecurity, we want to make healthy foods available to those at risk by offering dignified and convenient shopping options."

— Susan Morris
Chief Operations Officer

Taking Care of Our Local Communities

Thanks to our associates' passion, generous customer donations, and collaborative efforts with community partners, our stores provide the opportunity to mobilize funding efforts and actively engage customers in helping their local communities.

Denver Division

During the holidays, our Denver division supported 85 local non-profits raising over \$1.8 million for those in need. They continued their fundraising efforts in February to help support the Children's Hospital Colorado, raising over \$150,000.



Intermountain Division

Our Intermountain division donated more than \$165,000 to the Idaho Foodbank to provide Thanksgiving and Christmas meals for individuals and families through our Holiday Giving Program.



Jewel-Osco Division

The Jewel-Osco Asian Diversity & Inclusion Associate Resource Group participated in a food packing event with the Northern Illinois Food Bank. The team packed 16,370 pounds of food, the equivalent of more than 13,600 meals, setting a new record for the number of pallets packed in a single volunteer shift.



Mid-Atlantic Division

Our Mid-Atlantic division hosted the 23rd Annual Safeway Feast of Sharing in Washington, D.C., where 5,000 nutritious holiday meals boxes were handed out to neighbors in need. In addition, volunteers packed 5,000 gift bags with winter clothing accessories and toiletry kits, and the Safeway pharmacy team hosted a flu shot and vaccine clinic.



Northern California Division

When the Special Olympics Summer Games returned for the first time since 2019, our Northern California division kicked off the opening ceremony and volunteered at the event. As an annual partner of the Special Olympics, we're proud to support the Summer Games and cheer on associates that participated as athletes.



Portland Division

In Portland, our stores partner with KGW8, their local NBC affiliate, for the annual Great Food Drive. In 2022, the division donated over 2 million meals to support their neighbors in need.



Shaw's Division

Since 2015, Shaw's and Star Market have raised over \$6.6 million for Boston Children's Hospital—every year more successful than the last. In 2022, through the generosity of our customers, associates, and vendor partners, the Give a Smile fundraising campaign raised over \$1.3 million to provide lifesaving care for kids.



Seattle Division

The Seattle division's Nourish Everyone campaign raised more than \$4 million to distribute grocery cards via food banks, schools, health clinics, and senior centers throughout Washington and Alaska. These cards enable access to fresh and non-food products that are not typically available at food banks and are redeemable at stores during evenings and weekends when food banks are typically closed.



Southern California Division

Our Southern California division's Women's Inspiration and Inclusion Network came together to raise funds and participate in the Susan G. Komen More Than Pink walk. The team raised more than \$112,000 to support the cause, with one associate raising more than \$105,000, making them one of the highest individual fundraisers in the Orange County walk.



Southern Division

In 2022, our Southern division raised nearly \$150,000 to support local Children's Miracle Network Hospitals to ensure more children can receive the treatment they need to grow up and become our tomorrow.



Southwest Division

In our Southwest division, our Foundation annually partners with nonprofit healthcare organizations that serve the uninsured and under insured populations across our regions to ensure residents have access to important services including screenings and vaccinations. Participating nonprofits include Mission of Mercy, Baptist Clinic of El Paso, Rio Grande Cancer Foundation, school districts, and others.



United Division

Our United division supports the South Plains Food Bank to help those in need in their communities. Team members regularly volunteer to build food boxes for our senior communities across the South Plains, reaching over 3,500 seniors each month.



ESG Governance

Our company is locally great and nationally strong thanks to our divisions' localized expertise, our corporate teams' support, and our Board of Directors' oversight.

This helps us identify and act upon the greatest opportunities to support the communities we serve and the planet we share.

INCLUDED IN THIS SECTION

- ESG GOVERNANCE
- BOARD DIVERSITY
- ETHICS & COMPLIANCE
- FOOD & PRODUCT SAFETY
- DATA PRIVACY & SECURITY
- GOVERNMENT RELATIONS



Governance

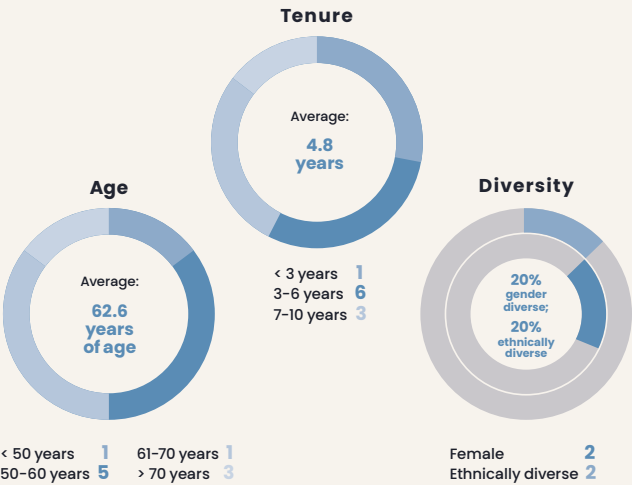
ESG Governance

Albertsons Companies is committed to responsible corporate governance. Our ESG Team collaborates with teams and leaders across our company to help drive and report on our environmental and social impact. When we developed our *Recipe for Change* framework in 2021, we sought counsel from leaders throughout our company that work on our focus areas to set goals that will create meaningful change. We received regular feedback and final approval from our Senior Leadership team; the Governance, Compliance & ESG Committee of our Board of Directors (Board); and the broader Board to establish our platform and goals. Management teams regularly report on applicable risks and opportunities to the relevant Board committees or the full Board of Directors.

For 2022 executive compensation, our senior leadership team had 10% of their annual bonus tied to performance metrics, including items such as carbon reduction, food donation, and DE&I. These goals ensure that *Recipe for Change* is engrained in our business at all levels.

Board Diversity

Our Board broadly construes diversity to mean diversity of backgrounds, experience, qualifications, skills, age, and expertise, among other factors, which when taken together best serve our Company and our stockholders.



In selecting board members, our Board considers, in addition to the core attributes, the range of talents, experience, and expertise that are needed and complementary to those that are currently represented on the Board. The Board seeks to achieve a mix of members whose experience and backgrounds are relevant to the Company’s strategic priorities and the scope and complexity of our business. For more information about our Board of Directors and Governance, please see our Proxy Statement on the Investors section of our [website](#).

Ethics & Compliance

Our Ethics and Compliance Program focuses on both “doing things right” and “doing the right thing.” Each day, in order to maintain our high standards regarding personal and organizational integrity, we strive to conduct business in a way that creates and maintains the trust of our customers, communities, and stakeholders. Underlying this commitment is our Code of Business Conduct and Ethics, which highlights our expectation to uphold the high standards that are the foundation of our continued success.

Food & Product Safety

Albertsons Companies adheres to the highest standards in food quality and safety, from the store level up through our national operations. We take a proactive approach to ensuring our products are safe for our customers. To ensure that we maintain the highest standards of quality, we participate in the Global Food Safety Initiative (GFSI), a collaborative initiative among food safety experts and service providers from retail, manufacturing, food service and supply chain sectors.

Data Privacy & Security

Ensuring the privacy and security of our customers’ data is foundational to the way we operate. Our privacy policies are available on our website, and outline how we collect, use, process, and share the data our customers entrust to us, including health data covered by the Health Insurance Portability and Accountability Act (HIPAA).

Government Affairs

We actively engage in political processes and seek to shape public policy issues and position the brand as a trusted industry thought leader on behalf of our business, associates, and the customers and communities we serve. We are committed to conducting political activities in accordance with the highest standards of ethics and in full compliance with applicable laws and regulations governing political activities. Political actions or contributions on behalf of the Company may be made only if permitted by law and approved in advance by the Government Affairs department.

We focus our Government Affairs efforts on five key topics: public policy; community investment and societal impact; political contributions; diversity, equity, and inclusion; and governance. In 2022, Albertsons Companies expanded its commitment to fighting hunger and inspiring healthy eating in support of the White House Conference on Hunger, Nutrition, and Health. These new goals and initiatives, which complement our *Recipe for Change* platform, include helping over 50,000 eligible neighbors enroll in SNAP and WIC benefits in 2023 and providing 50 million evidence-based nutrition recommendations to digital customers by 2024. Learn more about our commitments associated with the White House Conference on Hunger, Nutrition, and Health in the [Community Stewardship](#) section.



Appendices

Appendix I: Goals and 2022 Progress

TOPIC	GOAL	2022 PROGRESS	REPORT REFERENCE
CLIMATE ACTION	Reduce scope 1 and 2 emissions by 47% by 2030 from a 2019 baseline	<ul style="list-style-type: none"> 21% reduction from a 2019 baseline. 	Climate Action – Page 9
	Engage top suppliers to set science-based carbon reduction goals based on a 2019 baseline	<ul style="list-style-type: none"> More than 80 suppliers have set, committed to setting, and/or tracked their progress against science-based reduction targets. 	Value Chain Emissions – Page 10
	Reduce emissions from the use of sold goods by 27.5% from a 2019 baseline	<ul style="list-style-type: none"> More than a 5% reduction from a 2019 baseline. 	Value Chain Emissions – Page 10
DIVERSITY, EQUITY & INCLUSION	Increase diverse representation within our management	<ul style="list-style-type: none"> In 2022, we expanded the ways that associates can self-identify within gender and ethnicity designations. 	Representation – Page 14
	Foster an inclusive culture that embraces differences	<ul style="list-style-type: none"> Established an inclusion index to foster a culture that puts people first and values diverse perspectives. 	Inclusion – Page 15
	Ensure all associates have equal access to opportunities and resources	<ul style="list-style-type: none"> Continued to expand programs and offer training and development opportunities. 	Inclusion – Page 15 Training & Development – Page 16
WASTE REDUCTION & CIRCULARITY	Zero food waste to landfill	<ul style="list-style-type: none"> Continued efforts to prevent food waste, donate edible food, and divert inedible food from landfill. Expanded store food donation programs to include new categories and had over 90% of stores donating weekly by the end of 2022. 	Preventing Food Waste – Page 18 Donating Edible Food – Page 18
		<ul style="list-style-type: none"> Diverted more than 321 million pounds of food and trimmings through inedible food waste diversion programs that are in place in the majority of our stores. 	Diverting Inedible Food – Page 18
	Increase the recyclability, reusability, and/or compostability of our Own Brands packaging by 2025	<ul style="list-style-type: none"> Established our Own Brands primary plastics and packaging baseline. Achieved providing standardized recycling communications on all Own Brands products by 2022. 	Plastics and Packaging – Page 19 Recycling Communications – Page 19
COMMUNITY STEWARDSHIP	Enable the donation of 1 billion meals by 2030	<ul style="list-style-type: none"> Enabled 254 million meals in 2022, and more than 950 million meals since 2019. 	Donating Food from our Stores – Page 23 Albertsons Companies Foundation Nourishing Neighbors Program – Page 23
	Champion innovative programs and partnerships to help break the cycle of hunger	<ul style="list-style-type: none"> Continued to build partnerships and launch new programs to help break the cycle of hunger. 	Engaging Students in Finding Solutions in Their Communities – Page 24 Teaming Up with State Governments to Increase Access to Healthy Foods – Page 24
			Improving Food Access – Page 24 Supporting the White House Conference on Hunger, Nutrition, and Health – Page 24

Appendix 2:

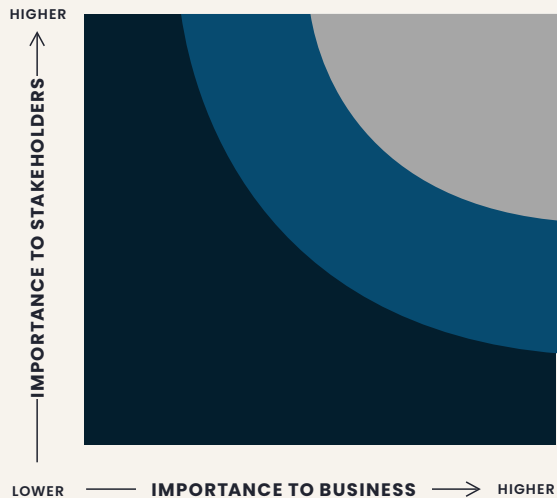
United Nations Sustainable Development Goals



SUSTAINABLE DEVELOPMENT GOAL	EFFORTS BY ALBERTSONS COMPANIES	REFERENCES IN REPORT
2. ZERO HUNGER	<ul style="list-style-type: none"> Goal to enable the donation of 1 billion meals by 2030 Donating food from stores to local hunger relief organizations Fundraising for local hunger relief organizations in our stores 	<ul style="list-style-type: none"> Recipe for Change - Page 7 Product: Food Waste - Page 18 Community - Page 23
5. GENDER EQUALITY	<ul style="list-style-type: none"> Goal to reflect the communities we serve and increase diverse representation at our management level Supporting women-owned businesses through our Supplier Diversity Program 	<ul style="list-style-type: none"> Recipe for Change - Page 7 People: Diversity, Equity & Inclusion - Page 13 People: Supplier Diversity - Page 16
7. AFFORDABLE & CLEAN ENERGY	<ul style="list-style-type: none"> Increasing generation and procurement of renewable energy Continuing to implement projects to improve our energy efficiency 	<ul style="list-style-type: none"> Planet: Climate Action - Page 9
8. DECENT WORK & ECONOMIC GROWTH	<ul style="list-style-type: none"> Providing training and opportunities for growth 	<ul style="list-style-type: none"> People: Training and Development - Page 16
11. SUSTAINABLE CITIES & COMMUNITIES	<ul style="list-style-type: none"> Providing funds for disaster relief 	<ul style="list-style-type: none"> Community - Page 23
12. RESPONSIBLE CONSUMPTION & PRODUCTION	<ul style="list-style-type: none"> Committed to zero food waste to landfill by 2030 Continuing work toward our Plastics and Packaging Pledge, and established our Own Brands primary plastics and packaging baseline Provide sustainable products and ingredients offerings, including local offerings, USDA BioPreferred ingredients, Fair Trade-certified coffee, etc. 	<ul style="list-style-type: none"> Recipe for Change - Page 7 Product: Waste Reduction & Circularity - Page 18 Product: Sustainable Products & Ingredients - Page 20
13. CLIMATE ACTION	<ul style="list-style-type: none"> Science Based Targets initiative (SBTi) approved carbon reduction goal aligned with a 1.5°C pathway 2040 net zero goal in our own operations 	<ul style="list-style-type: none"> Recipe for Change - Page 7 Planet: Climate Action - Page 9
14. LIFE BELOW WATER	<ul style="list-style-type: none"> Implementing our Responsible Seafood Policy and Commitment 	<ul style="list-style-type: none"> Product: Sustainable Products & Ingredients - Page 20

Appendix 3: Materiality Assessment

In 2020, we refreshed our Materiality Assessment to prioritize how we address ESG. This assessment identified our internal and external stakeholders' top-ranking ESG topic areas, and the outcome shaped our Recipe for Change. We analyzed the most critical ESG topics specific to our business and industry and worked with stakeholders to better understand where we should focus our efforts. We conducted interviews and surveys with internal business leaders, customers, investors, suppliers, and industry groups and included insights from industry reports and ESG rating agencies. Based on the responses received, we aggregated topics into ranked, or "tiered," priorities.



- TIER 1**
Invest time and resources to set goals, advance our efforts, and regularly report on progress.
- TIER 2**
Proactively manage performance and report on continuous improvement.
- TIER 3**
Develop policies, position statements, and brand standards as needed and report on activities as appropriate.

The Results of Our Materiality Assessment

- Climate Action (*focus on energy and emissions*)
 - Community Stewardship
 - Diversity, Equity & Inclusion
 - Waste Reduction & Circularity (*focus on food waste, plastics, and consumer packaging*)
- Customer Health & Wellness
 - Supplier Environmental Stewardship
 - Supplier Social Responsibility
 - Sustainable Products & Ingredients
- Animal Welfare
 - Product Marketing & Transparency
 - Water Stewardship
- Data Privacy & Security
 - Employee Attraction, Development & Retention
 - Employee Health & Safety
 - Governance Ethics & Compliance
 - Food & Product Safety
 - Resilience & Adaptation

FOUNDATIONAL TOPICS Focus on internal excellence to minimize risk and meet or exceed regulatory requirements.

Appendix 4: SASB Table

TOPIC	ACCOUNTING METRIC	2022 DATA	UNIT OF MEASURE	CODE
FLEET FUEL MANAGEMENT	Fleet fuel consumed, percentage renewable	3,084,296 32.17%	Gigajoules (GJ), Percentage (%)	FB-FR-110A.1
AIR EMISSIONS FROM REFRIGERATION	Gross global Scope 1 emissions from refrigerants	1,799,033	Metric tons (t) CO ₂ e	FB-FR-110B.1
AIR EMISSIONS FROM REFRIGERATION	Percentage of refrigerants consumed with zero ozone-depleting potential	94.96%	Percentage (%) by weight	FB-FR-110B.2
MANAGEMENT OF ENVIRONMENTAL & SOCIAL IMPACTS IN THE SUPPLY CHAIN	Discussion of strategy to manage environmental and social risks within the supply chain, including animal welfare	See Animal Welfare section	N/A	FB-FR-430A.3
MANAGEMENT OF ENVIRONMENTAL & SOCIAL IMPACTS IN THE SUPPLY CHAIN	Discussion of strategies to reduce the environmental impact of packaging	See Plastics & Packaging section	N/A	FB-FR-430A.4
ACTIVITY METRICS	Number of (1) retail locations and (2) distribution centers	(1) 2,271 (2) 22	Number	FB-FR-000.A



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Albertsons



Who We Are

Albertsons Companies is a leading food and drug retailer that operates stores across 34 states and the District of Columbia with more than 20 well-known banners including Albertsons, Safeway, Vons, Jewel-Osco, Shaw's, Acme, Tom Thumb, Randalls, United Supermarkets, Pavilions, Star Market, Haggen, Carrs, Kings Food Markets and Balducci's Food Lovers Market. The Company is committed to helping people across the country live better lives by making a meaningful difference, neighborhood by neighborhood.

We believe that diverse perspectives strengthen and enrich our stores, our company, and our society. Diversity, equity, and inclusion is a component of our programs for recruitment, development and training of associates and leaders. We provide opportunities for each person in our company to contribute their ideas, talents, and enthusiasm to the company's success. Associates can participate in various associate resource and network groups, such as Women's Inspiration and Inclusion Network (WIIN), Hispanic Leadership Network, Asian Network, Albertsons African American Leadership Council, and Albertsons Pride Alliance.

Who We Are Looking For

Albertsons companies is seeking **transitioning military service members, military veterans** and **military spouses** across the country who are looking to join an amazing company with a dynamic atmosphere that helps you learn and grow in all interest areas. We offer an inclusive and diverse culture where leaders become lifelong allies, as well as amazing health and wellness benefits to keep you at your best- all with competitive compensation!

Should I Apply?

Our diverse roles are **nation-wide** and provide opportunities in specialties such as:

- Store operations
- Warehouse
- Pharmacy
- Manufacturing
- Digital atmosphere

- Technology
- Corporate

What Happens After I Apply?

Once you click ‘Apply Now’ on an Albertsons job posting, you will be re-directed to fill out an application on our career page. **In order to be considered for next steps, please complete the application on Albertsons’ career page and make sure you have an updated resume uploaded to your RecruitMilitary profile.** Once we review your resume and profile, a recruiter will reach out to provide you with more information and to schedule you for an interview.

Search Our Jobs

Our Upcoming Events

- [Western Virtual Career Fair for Veterans](#) Sacramento, CA
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- [Central Region Virtual Career Fair for Veterans](#) St. Louis, MO

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Headquarters

Boise, ID <https://www.albertsonscompanies.com/careers/en/our-companies/albertsons.html>

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Pharmacy Intern - 76063

United Supermarkets - 551: 8010 Frankford Ave Lubbock, TX 79 | INTERNSHIPS | PART TIME

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Description

Summary:

A Pharmacy Intern first and foremost is responsible for guest relations and satisfaction by building a reputation for Ultimate Service. They are responsible to the company for the efficient, safe, effective operation of the Pharmacy.

Key Responsibilities:

- When a guest enters my area or department, my first and most important responsibility becomes to acknowledge, greet, and engage that guest
- Responsible for handling of prescriptions, counting, labeling and reconstituting prescriptions
- Responsible for counseling patients under the supervision of the pharmacist
- Responsible for taking new prescriptions from physicians or their representative, calling for physician's clarification on prescriptions and calling physicians' office for refills
- Maintain confidentiality when handling patient records
- Maintain guest charge and delivery records
- Mail out prescriptions
- Other duties as assigned by management

Key Requirements:

- Must be currently enrolled in an ACPE approved college of pharmacy program
- Must be registered by the State Board of Pharmacy as a Pharmacy Intern
- Must be 18 years of age or older
- Flexible schedules, some evening and weekend hours required
- Experience in retail pharmacy is a plus
- Pharmacy team will train, but individual must have the ability to complete on the job training and exam which includes, but not limited to: Guest service duties, efficient utilization of pharmacy technology (computer, email, etc.), prescription input and preparation, pharmacy inventory control, and pharmacy related math
- Must possess knowledge of Pharmacy related law
- Excellent oral and written communication skills
- Perform all other physical aspects of the job including bending, squatting, lifting, climbing, standing and walking
- Ability to function as a team member and get along with others



United Supermarkets Scholarship

United Supermarket has provided funds for an endowed scholarship to benefit SPC students. Minimum qualifications include: 2.50 grade point average; full-time enrollment (12 semester hours or more); and U.S. citizen or permanent resident.

Award
Varies

Deadline
03/01/2024

DRAFT

Role of Value Based Education in Reducing Juvenile Delinquency at School Level

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ABSTRACT

With the inception of modern technology and the social media throw a negative impact on the whole Indian society as well as in the all- round development of the adolescents. In the absence of adequate supervision, the habit of mobiles, television and the internet is enhancing the stress, jealousy, depression and quick response among teenagers. According to National Crime Record Bureau (NCRB) the rate of crime under registered cases against juveniles in conflict with law has been increased to 89.28 per cent from 2005 to 2016. NCRB also reveals that the number of rapes by juveniles has been increased to 143 per cent from 2002 to 2012. The physical development of children is happening but they do not have the knowledge of their essential rights, values, ethics and humanity. There is a great need to stop or decrease the juveniles' crime in India. The Value based Education and school environment influence the proper development of the children. In this research article the researchers focused on the implementation of value based education at school level. The engagement of co-curricular activities and VBE at school level develop the ability of freedom of self expression, self confidence, co-operation and universal brotherhood. The researchers also described the factors affecting the juveniles' development. Media, Peer Influence, Exclusion from Society and Family are crucial and responsible factors of juveniles' mental, social and educational development. Teachers' aptitude regarding VBE is the important factor for changing the behaviors of juveniles.

Keywords: juvenile, value based education, school, teacher, co-operation and universal brotherhood

Children are known as the creators of the future society. The Value based Education and school environment influence the proper development of the children. The modern technology and the social media throw a negative impact on the whole Indian society as well as in the all- round development of the adolescents. The values like; tolerance, courage, self-motivation, hard- working and social and human values are rapidly declining among adolescents in the current society. The decline of the social values among adolescents will lead a negative impact on the construction, texture and social environment of the future society. The incidents of juvenile's crimes are increasing rapidly in the Indian society as Nirbhya rape case (Dec. 2012, Delhi), the murder of an innocent child murdered

in Ryan Public School, Gurugram (Haryana) and the murder of a school principal by a teen ager student in Yamuna Nagar (Haryana) etc. are the examples of value degradation among school students.

In 2005, the number of cases was registered against juveniles were 18939 (NCRB 2015). The cases registered against juveniles in conflict with the law were 33433 in 2015 (NCRB 2017). In 2016, the number of these cases was 35849 (NCRB 2017). According National Crime Record Bureau (NCRB) report 2017, a rate of crime under cases of juveniles in conflict with law has been increased in India means juveniles crime has become a serious issue for the society.

The data shows that the rate of crime under registered cases against juveniles in conflict with

law has been increased to 89.28 per cent from 2005 to 2016. The data of National Crime Record Bureau (NCRB) reveals that the number of rapes by juveniles has been increased to 143 per cent from 2002 to 2012. In the same period, the number of murders committed by minors went up by 87% while the cases of kidnappings of women and girls by minors reached to a massive change of 500 percent. (www.huffingtonpost.in/dr-anjali-nigam/)

There is a great need to stop or decrease the juveniles' crime in India. In this crucial time, the role of the society and school becomes more important than other institutions to decrease juveniles' crimes. The data also shows that the society needs to adopt a Value Based Education System at the school level for adolescents.

Sander, Janay B. (2010) found that academic achievement very important consideration in the area of crime and delinquency. The study reveals that failure is associated with greater criminal behavior whether success belongs to a protective factor. The school failure or drop out has been a big reason that over 80% of all juveniles and adults have been involved in the criminal activities. The study shows that most juvenile criminals have lower academic skills especially in reading. But the problem seems broader because one may not study properly the other academic areas of juvenile criminals.

Mary Iat Grennan (1957) suggested that some children are delinquent because their school experiences resulted almost entirely in failures. The school must provide the opportunity to these children to enjoy success. She further suggested that all children are influenced by their older and practically want to grow up and know the importance of hard-work. The school should take an initiative to examine the opportunities for pupils so that the children may contribute to home, school and community with their potential and ability for the betterment of the society. Those children must be facilitated who have made an important contribution in the past would establish an example to motivate the present children.

L.S. Sathiyamurthy, the Chief Judicial Magistrate has also highlighted that only circumstances like poverty and lack of parental care induce juveniles to come in conflict with law. He has also said that only

rehabilitative measures and value based education may be helpful to avert such incidents. (*The Hindu*, 22 July 2017)

The United Nations Guidelines for the Prevention of Juvenile Delinquency (Dec. 1990, The Riyadh Guidelines) has recommended that Education system must work together with parents, community organizations and the agencies concerned with the activities of young persons. The system needs to care and pay more attention to young persons who are neglected by the society. The specialized prevention programmes and educational materials, curricula, approaches and tools should be developed and fully utilized to prevent from the concerned problems. Teachers and other professionals may play an important role to prevent and deal with these problems. Schools should provide many facilities like; medical, counseling and other services to young persons, who suffer from abusive remarks, neglect attitude of society, proved as victim and exploited by the society. School systems should attempt to meet and promote the highest professional and educational standards with respect to curricula, teaching and learning methods, approaches and the recruitment and training of qualified teachers. It should focus on planning and implementation of extra -curricular activities of interest to young persons in co-operation with community groups.

Objectives

- ❑ To understand the role of Value Based Education at school level.
- ❑ To find out factors affecting juveniles.

Juvenile Delinquent

A juvenile delinquent is a minor between the ages of 10 and 18 who acts against the law system. These acts are called 'delinquent acts' but if an adult does these acts that would be considered as crime. A juvenile receives an outlook and condemnation for those illegal acts. A delinquent act generally has two categories. The first type of delinquent act considers a juvenile as a criminal particularly for his serious crimes. In these cases some jurisdictions consider the children as adults. The second type of delinquent act is one that does not consider an adult's attempt as a crime on bases of circumstances. They are typically known as age-related or stats

crime. The absence from the school during the urgency and curfew are the most common examples of age-related crimes. (<http://criminal.findlaw.com/juvenile-justice/juvenile-delinquents.html>)

School Education and Juveniles

School education plays a significant role in reducing the crime rate of juveniles. It shapes the behavior of the juveniles through different types of co-curricular activities. Some recreation programmes; sports, dancing, drama, Karate, bowling, climbing and art for juveniles are organized by the school timely. The effective engagement and involvement of the juveniles in these activities are helpful in reducing the crime rate of juveniles. The involvement of juveniles in the community based programme provides an opportunity to interact in a safe social environment. Same as the involvement of girls scout, boys scout and volunteer in a community is helpful for positively shaping the social behavior of juveniles. The studies also show that the quality education is also the key factor in reducing the crime rate of juveniles. The academically good performed juveniles did not engage in the crime but those who are academically poor are involved in criminal activities. Three aspects the community based programme, quality education and co-curricular activities are effectively supportive for reducing in juveniles' crime rate.

Value Based Education (VBE)

Value Based Education imparts social, moral, integrity, character, spirituality and many more. It builds the qualities of humility, strength and honesty in the students. VBE become better citizens of a country. Students with high ethical values will never cheat others. Students are taught to co-operate with each other. They make their life happier and work hard to make others happy. (<https://www.importantindia.com/847/value-based-education-need-for-value-based-education/>)

Factors Affecting Juveniles

Media: Many researchers have concluded that adolescents watch violence and have a tendency to behave more aggressively or violently particularly when they are provoked by someone. This is mainly characteristic of 8-to 16- year old boys who are more vulnerable to such influences. The Television and

Media can play more effective and constructive role by representing authentic and progressive information to the society.

Peer Influence: Peer influence is another important factor for juveniles' delinquency. There is a great need of peer school programmes for juveniles which engage them in positive self –appraisal, deal with conflict, and control aggression. These programmes also help the juveniles to find the alternatives of their illegal behavior. These programmes should be engaged with the social and cognitive development of the juveniles which are necessary to avoid conflict and control aggression.

Exclusion: The exclusion of juveniles by the society is also a responsible factor for juveniles' delinquency. The symbolic exclusion from society of juveniles who have committed even minor offence has important implication for the development of delinquent careers. The studies show that the act of labeling may lead to the self adoption of a delinquent image which later results in delinquent activities. The society plays a constructive role in the improvement of the crime rate of juveniles. The local community, young people and juveniles should be participated together in the constructive activities of society.

Family: Family is the most crucial and responsible factor of juvenile's mental, social and educational development. The studies show that the juveniles who receive adequate parental supervision they are less likely to engage in criminal activities. Dysfunctional family settings- characterized by conflict inadequate parental control, weak internal linkages and integration and pre-mature autonomy are closely associated with juvenile delinquency. Regular supervision and observation of parents are positive aspects of juvenile's positive development.

Value Based Education and School

The above incidents and NCRB data show that the values are rapidly declining day by day among juveniles. Thus, there is a great need of the effective implementation of VBE at school. Effective value based education system promotes broader capabilities, attitudes and skills among juveniles. The process of educating through VBE is inducing the critical and effective thinking, rational choice and responsible behavior of the juveniles. The relationship between co-curricular activities and

VBE also improves the values among juveniles. Co-curricular activities help the juveniles to gain self confidence, get rid of shyness and inferiority complex and enhance their potential abilities and skills. The engagement of co-curricular activities and VBE at school level develop the ability of freedom of self expression, self confidence, co-operation and universal brotherhood. Teachers' aptitude regarding VBE is the important factor for changing the behaviors of juveniles. Teachers serve as a role model to students in school and play a major role in inculcating the ethical behavior among students.

Suggestions

- ☐ Value oriented education programme should be highlighted in Teachers' Training Programme.
- ☐ Social Welfare Schemes should be promoted through co curricular activities of schools.
- ☐ There is a great need to develop the aptitude of teachers regarding value based education.
- ☐ Community Based Programme should engaged with schools.

CONCLUSION

The effective implementation of value based education is necessary for juveniles at school level in India where juveniles' crimes are increasing day by day. VBE provides a positive focus for redirecting juveniles' inappropriate behaviours. It helps to create a collaborative and cohesive school community which finds juveniles' problems and tries to solve them effectively. It enhances quality teaching, seeks for greater care of students, makes students more tolerant, cooperative and responsible towards their goal and makes the student-teacher relationship trustworthy. The engagement of co-curricular activities with the values and community based programme develop the ability of freedom of self expression, self-confidence and universal brotherhood among juveniles.

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UNITED SUPERMARKETS HOSTS BACK TO SCHOOL SUPPLY DRIVE

Frenship ISD helped kick-off United Supermarket's 12th Annual Back to School Supply Drive.

The first day of school is right around the corner and that means- school supplies!

Since 2011, United Supermarkets has hosted a School Supply Drive to help raise funds for Lubbock area students to receive school supplies.

To kick off the Drive Dr. McCord along with six other local school districts had the opportunity to shop for school supplies with a \$150 United Supermarkets gift card. The supplies gathered will be donated to students.

Dr. McCord believes that this fundraiser is impactful to the community because it not only benefits Frenship ISD students, but students across the South Plains.

"We are always so grateful for the support The United Family shows the community through the school supply drive fundraiser. These donations will be a crucial piece in preparing our students for success in the year to come. Partnerships like this one make that success possible," said Dr. McCord.

The School Supply Drive will run from July 19 to August 1, 2023.

Guests shopping at United Supermarkets are encouraged to donate at the register instead of purchasing physical school supplies for donation barrels. This process will allow guests to donate any amount at the register when purchasing groceries at any United Supermarkets, Market Street, or Amigo's location.



Published July 19, 2023

 Print

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Get Your Official
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United Supermarkets & Kellanova join forces to donate \$20,000 to Lubbock Impact



Feed The Love campaign check presentation (KCBD, Natalie Reyna)

By KCBD Staff

Published: Jun. 7, 2024 at 12:18 AM GMT+5:30

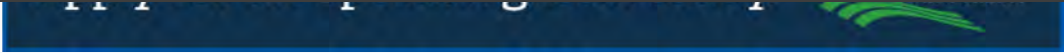
    

LUBBOCK, Texas (NEWS RELEASE) - On Thursday, United Supermarkets and Kellanova joined forces to donate \$20,000 to non-profit organization Lubbock Impact.

Part of the Albertsons Companies Foundation’s Feed the Love campaign, this donation will go to support Lubbock Impact’s hunger initiatives that help hundreds of people across the South Plains each day. Kellanova, maker of snacks like *Pop-Tarts®*, *Pringles®*, *Rice Krispies Treats®*, and more, has partnered with Albertsons Companies and its subsidiaries on the Feed the Love campaign for four consecutive years.

“With 34 million people in America not knowing where their next meal will come from, the need to help feed and fulfill continues,” said Meigan Goodwin, customer team lead – Albertsons, Kellanova. “Through our [Kellanova Better Days Promise](#), we’re committed to feeding people in need, and we’re proud to partner with United Supermarkets to support those facing hunger in our communities.”

Established in 2007, Lubbock Impact works to empower people with enrichment programs and resources to meet their physical, emotional, and spiritual needs. From hunger programs to clothing closets to cost-free healthcare options, the organization works to provide hope and the tools to break the cycle of poverty and build a stronger future for those in need.



"We are blessed to help our community through this amazing partnership with Kellanova," said Abie Rampy, director of public relations for United Supermarkets. "The work that Lubbock Impact does for this community is so important, and we hope these funds will bolster their ability to make a positive impact on the hundreds of people in our community who come through their doors."

"As we strive to use our resources to Love on Lubbock and serve the working poor, we are abundantly grateful that The United Family continues to come alongside us as we strive to alleviate poverty in our community," said Becky Robertson, executive director of Lubbock Impact. "Our community partners help us carry out our mission of bringing hope, empowerment and healing to the working poor of Lubbock. We're thankful for a shared vision and immense support."

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KCBD

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DRAFT





TEAMWORK BEYOND THE AISLES

At The United Family, true team building extends beyond the grocery store and office walls.

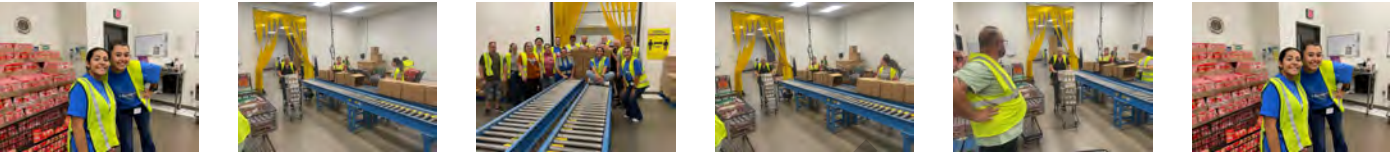
Every year, The United Family's asset protection team volunteers with non-profit organizations, working together to make a Positive Impact. This year was no exception. The AP team rolled up their sleeves and tackled the challenge of assembling 648 food boxes for the South Plains Food Bank in Lubbock. The day was filled with camaraderie and a shared sense of community, and The United Family is proud of the team's dedication and enthusiasm.

"Every year, the Asset Protection Team gets together for team building," said Marcus Young, director of asset protection for The United Family. "A big part of our team building is volunteering and working together to have a positive impact on a non-profit organization. This year, the team

had a blast building 648 food boxes for the South Plains Food Bank. I'm proud of our team and the impact they make each and every day!"

The South Plains Food Bank's mission is to alleviate hunger and give hope to the hungry. They are a humanitarian organization dedicated to serving West Texas by providing those who experience food insecurity with a helping hand. The organization is a member of the Feeding America and Feeding Texas network of food banks.

Every day, United Family team members strive to provide Superior Performance, Ultimate Service, and a Positive Impact. Here's to more opportunities to give back and continue making a Positive Impact!



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FAST HANDS, FULL CARTS



HOOVES, HEROES, AND HALFTIME HONORS: THE BUDWEISER CLYDESDALES COME TO LUBBOCK



HONORING ANNE DEAN'S DEDICATION AND SERVICE TO THE UNITED FAMILY SPIRIT



THE UNITED FAMILY CELEBRATES TEACHERS ACROSS TEXAS

The start of a new school year brings the buzz of students filling classrooms and a special opportunity to celebrate the dedicated educators who make a difference in students' lives every day.

For the 14th year in a row, United Supermarkets and Mrs Baird's have partnered to kick off the Teachers on the Rise program, recognizing outstanding teachers nominated by their students.

For this year's program, The United Family and Mrs Baird's hosted three kickoffs at United Family stores in Lubbock, Amarillo, and Frisco. The events marked the beginning of a year-long celebration that will see exceptional teachers from Lubbock, Amarillo, and the North Texas area honored for their commitment to education.

Since its inception, the Teachers on the Rise program has received thousands of nominations, each heartfelt testament to the positive impact they have on their students. Over the past decade, hundreds of educators have been recognized for their hard work and dedication. This year, the tradition continues with three teachers celebrated each month – one from an elementary school, one from a middle school or junior high, and one from a high school.

The program acknowledges the incredible efforts of these educators and also offers students and their nominated teachers a chance to win exciting prizes each month. It's a way to incentivize students and say "thank you" to teachers who go above and beyond in their classrooms.

At the kickoff events, representatives from Mrs Baird's and The United Family handed out back-to-school donut treats and provided information on how to submit nominations.

The program is a testament to the impact that teachers have on their students and the community's appreciation for their efforts. With the support of The United Family and Mrs Baird's, this program continues to shine a spotlight on the heroes of our schools, ensuring they receive the celebrations they truly deserve.

Here's to another year of cherishing the educators who pour their hearts into shaping the next generation. From The United Family... Thank you, teachers!





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HOOVES, HEROES, AND HALFTIME HONORS: THE BUDWEISER CLYDESDALES COME TO LUBBOCK



HONORING ANNE DEAN'S DEDICATION AND SERVICE TO THE UNITED FAMILY SPIRIT

TAB 19
Limited Power of Attorney

Texas Enterprise Project Application
United Supermarkets, L.L.C.
City of Lubbock, Texas Operations



Limited Power of Attorney

Purpose – This form satisfies specific statutory requirements for taxpayers to designate agents to represent them before the Texas Comptroller of Public Accounts. See Texas Tax Code Section 111.023. You may use this form to grant authority to an attorney, accountant or other representative to act on your behalf for all tax-related matters. **If you choose to use this form, provide all the information requested; we will return incomplete forms.**

Taxpayer Granting Limited Power of Attorney

Taxpayer legal name	11-digit Texas taxpayer number
---------------------	--------------------------------

Attorney, Accountant, Firm or Other Representative Appointed to Act on Behalf of the Taxpayer (Agent)

Agent legal name		11-digit Texas taxpayer number	
Relationship to taxpayer (Attorney, CPA, tax return preparer, etc.)		Contact name	
Street		Phone (Area code and number)	
City, state and ZIP code		Email address	
Tax type(s)/Subtype(s)/Fee(s)		Period(s)/Report year(s)	

I appoint the named Agent as my true and lawful agent and attorney-in-fact to communicate with the Texas Comptroller of Public Accounts (Comptroller's office) for one or more of the following purposes:

(Check all that apply)

- ☐ To communicate with the Comptroller's office for purposes other than those listed below, including requesting and receiving information by telephone, email, fax, mail, private letter rulings, general information letters or in person.
- ☐ To request and receive my Webfile number(s) from the Comptroller's office.
- ☐ To file my claim for refund for the tax/fee types and periods/report years identified, and to provide information as requested by the Comptroller's office.
- ☐ To sign and file my documents, including tax/fee reports, applications and returns.
- ☐ To provide information as requested and discuss relevant issues with regard to my tax/fee audit(s) and/or examination(s), and to accept a notification of sampling procedure for the tax/fee types and periods/report years identified.
- ☐ To receive a copy of my Texas Notification of Audit, Refund and/or Examination Results.
- ☐ To access account data for crude oil production taxes for the periods _____ through _____.
 - ☐ This appointment is only effective from _____ to _____ or
 - ☐ This appointment is effective during the period identified below.
- ☐ To access account data for natural gas production taxes for the periods _____ through _____.
 - ☐ This appointment is only effective from _____ to _____ or
 - ☐ This appointment is effective during the period identified below.
- ☐ To file for a redetermination or refund hearing, to accept a notification of the 90-day requirement to obtain records and/or certificates, to represent me during the contested case proceeding for the tax/fee types and periods/report years identified and to sign a withdrawal form if I no longer wish to proceed through the administrative hearings process.
- ☐ To enter into a written agreement extending the period of limitation during my audit(s) and/or examination(s) for the tax/fee types and periods/report years identified.
- ☐ To authorize one or more individuals from the firm identified to carry out the authority and duties granted for the tax/fee types and periods/report years identified.
- ☐ Other: _____

This limited power of attorney is effective on _____ (Date) and will continue in effect:

- ☐ until _____ (Date) or
- ☐ until I revoke it in writing.

If no specific date of expiration is selected, I understand that the Comptroller's office may act under this limited power of attorney until the Comptroller's office receives written notice of my revocation. My Agent has the power and authority to do and perform every act necessary and proper in the exercise of any of the powers described above, as fully as I could do personally. This includes the right to request and receive confidential information. I acknowledge that use of the named Agent does not relieve me, as the taxpayer or officer, director or employee of the taxpayer, of my responsibilities when filing accurate reports and returns. I further acknowledge that I am ultimately responsible for the accuracy of any reports or returns filed on my behalf by my Agent.

If signing as an officer, director or employee of the taxpayer, I certify that my duties include administering the taxpayer's rights and responsibilities with the Comptroller's office and that I have authority to execute this limited power of attorney.

Signature		Date
Print name		Phone (Area code and number)
Address (Street, city, state and ZIP code)		
Title	Email address	

You have certain rights under Chapters 552 and 559, Government Code, to review, request, and correct information we have on file about you.
To request information for review or to request error correction, contact us at 800-252-5555.

DRAFT

Information

Agenda Item

Ordinance 1st Reading - Business Development: Consider an ordinance of the City Council of the City of Lubbock, Texas, ordaining the participation by the City of Lubbock in the Texas Enterprise Zone Program, pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code; nominating United Supermarkets, L.L.C., located at 5801 Martin Luther King Jr. Boulevard, to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank as an Enterprise Project; providing tax incentives; designating a liaison for communication with interested parties; directing staff to submit an application in conjunction with nomination; designating the effective period for the Enterprise Project; providing a savings clause; and providing for publication.

Item Summary

The City of Lubbock received a request from United Supermarkets, L.L.C. to nominate their company to the Office of the Governor, Economic Development and Tourism (EDT), to be considered for an Enterprise Zone Project Designation. This nomination would allow United Supermarkets, L.L.C. to compete for an Enterprise Zone Project designation, which would give them access to State incentives including State sales tax rebates.

The City can only nominate the project. The designation is a competitive process, so the application by United Supermarkets, L.L.C. will be competing with any other applications submitted to the State in the December 1, 2024 submission round. Only the State can designate an Enterprise Zone Project.

Due to changes that are needed to the existing nominating ordinance, which was approved November 2, 2020, a public hearing is required. The purpose of the public hearing is to receive any input concerning the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, to consider possible tax incentives to be offered to projects, and to nominate United Supermarkets, L.L.C. as a State-designated Enterprise Zone Project.

The changes to the Ordinance, not including grammatical changes, are listed below:

- The City is in full compliance with Chapter 2303 of the Texas Government Code prior to nomination of an eligible business (which is a new legislative requirement);
- Section 3, II: Updated the number of Tax Increment Financing Reinvestment Zones to four (One district is currently being considered by the City Council);
- Section 3, IV: Added the Economic Development Sales Tax (4A) contribution as a possible available incentive;
- Section 3, V: Added Chapter 380 as a possible available incentive;
- Section 3, VI: Added Other Tax Deferrals, Tax Refunds or Tax Incentives as a possible available incentive;
- Section 3, XIII: Added language to specify types of Customized Job Training available for possible incentives;
- Section 3, XVI: Updated language to include community policing model and new infrastructure;
- Section 3, XVIII: Added Special Public Transportation Routes and Reduced Fares as a possible

- available incentive;
- Section 3, XIX: Added Low-Interest Loans for Business as a possible available incentive;
- Section 3, XX: Added Inspection Fee Exemption as a possible available incentive;
- Section 3, XXI: Added Provision of Publicly Owned Land for Development Purposes as possible available incentive;
- Section 3b: Removed from Ordinance (not applicable for this nomination); and
- Section 6a: Updated requirements to reflect that 35% of the business' new employees will be residents of an Enterprise Zone due to the business site location being outside of an enterprise zone.

The public hearing was conducted as a separate agenda item, prior to consideration of this ordinance, as required by law.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Brianna Brown, Business Development Director

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; NOMINATING UNITED SUPERMARKETS, L.L.C. TO THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT; PROVIDING TAX INCENTIVES; DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES; DIRECTING STAFF TO SUBMIT AN APPLICATION IN CONJUNCTION WITH NOMINATION; DESIGNATING THE EFFECTIVE PERIOD FOR THE ENTERPRISE PROJECT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council (the "Council") of the City of Lubbock, Texas (the "City") desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act (the "Act"), United Supermarkets, L.L.C. has applied to the City for designation as an enterprise project; and

WHEREAS, the project or activity is not located in an area designated as an enterprise zone; and

WHEREAS, the City finds that United Supermarkets, L.L.C. meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at a qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in full compliance with Chapter 2303, Texas Government Code prior to nomination of an eligible business; and

WHEREAS, a public hearing to consider this ordinance was held by the City Council of the City of Lubbock on November 5, 2024;

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

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

Section 2: THAT the City nominates United Supermarkets, L.L.C. for enterprise project status.

Section 3: THAT the following local incentives, at the election of the governing body, are or will be made available:

i) Tax Abatement - The City may abate taxes on industrial projects on the increase in value of real property improvements and eligible personal property jurisdiction wide. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of Lubbock Industrial Tax Abatement Policy, and with qualified employees being defined by the Act.

ii) Tax Increment Financing - Four Tax Increment Financing Reinvestment Zones have been established within the City.

iii) Freeport Exemption - Freeport goods, as described in Art. 8 Sec. 1-j(a) of the Texas Constitution and Section 11.25 of the Texas Tax Code, are tax exempt pursuant to City of Lubbock Resolution No. 6142, passed December 18, 1998.

iv) Economic Development Sales Tax (4A) Contribution – The City of Lubbock's 4A Contribution funds the Lubbock Economic Development Alliance (LEDA).

v) Chapter 380 – Through Local Government Code Chapter 380 the City of Lubbock provides property tax rebates or grants to meet the qualifications of the City's Chapter 380 guidelines.

vi) Other Tax Deferrals, Tax Refunds or Tax Incentives – The City of Lubbock may provide other tax deferrals, refunds or incentives on as needed basis.

vii) Zoning Changes/Variances

A) Zoning Ordinances of the City may be amended in such a manner as to promote economic development.

B) Building Code Exemptions - The Zoning Board of Adjustment may grant a variance or a special exception for a particular property.

viii) Capital Improvements in Water and Sewer Facilities - As part of its ongoing capital improvements program, the City replaces and upgrades its water and sewer infrastructure as required.

ix) Creation or improvement of parks - The City has an ongoing park improvement project relating to park amenities.

x) Road Repair - Annual maintenance and repair of roads citywide is provided through an ongoing capital improvements program.

xi) Low-interest loans for housing rehabilitation or new construction – The City has a Community Development Program funded from Community Development Block Grants and the HOME program for granting low interest loans for housing rehabilitation or new construction.

xii) Promotion and Marketing Services - Lubbock Economic Development Alliance (LEDA), the City's 4A economic development sales tax corporation, and Market Lubbock Economic Development Corporation (Market Lubbock), which is funded almost entirely by the City of Lubbock, provide marketing and promotion services for the City to targeted businesses.

xiii) Customized Job Training - LEDA, the 4A Economic Development Corporation for Lubbock, and Market Lubbock work with new and existing businesses, as part of their programs, to provide job training and job creation incentives on a case-by-case basis.

- A) Retraining Program – programs offered may include retraining of existing employees.
- B) Literacy and Employment Skills Program – training programs may include and literacy and employment skills training.
- C) Vocational Education – programs may include vocation skills as need by employer.

xiv) Job Training and Employment Services - The City participates in Workforce Solutions South Plains, the local workforce development board, to provide training, retraining, and employment services for local employers.

xv) Streamlined Permitting/One-Stop Permitting - The City, through its new online permitting and one stop shop on the 1st floor of the new Citizens Tower, provides streamlined permitting.

xvi) Improved Police and/or Fire Protection- The City has constructed new community police substations as a part of the new community policing model that is a part of the Public Safety Improvements Project which constructed a new police headquarters, three community substations, crime lab/property room, and municipal court.

xvii) Community Crime Prevention Programs - The City of Lubbock Police Department have developed crime prevention programs such as the SafeCam program. This program is to deter crime and promote public safety through collaboration between officers and the community they serve.

xviii) Special Public Transportation Routes and Reduced Fares - Lubbock may offer specialized public transportation routes through its Citibus system, which includes routes designed to serve key areas and accommodate various community needs.

xix) Low-Interest Loans for Business - The City of Lubbock uses programs like the Lubbock Economic Development Alliance (LEDA) and the Bounce Back program

to offer low-interest loans aimed at fostering business growth and job creation. These loans support local businesses by providing affordable financing for expansion and development projects.

xx) Inspection Fee Exemption - The City may make a refund of building permit fees for businesses in accordance with the City of Lubbock Building Permit Fee Refund Policy.

xxi) Provision of Publicly Owned Land for Development Purposes - The City may under appropriate circumstances sell real property owned by the municipality and located in the enterprise zone in accordance with Texas Local Government Code Section 2303.513.

Section 4: THAT the City of Lubbock City Council directs and designates its Mayor or his designee, as the City's liaison to communicate and negotiate with the Office of the Governor, Economic Development and Tourism (the "EDT") through the Economic Development Bank (the "Bank") for enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

Section 5: THAT the City of Lubbock City Council directs the Mayor and/or his or her designee, to complete and submit an application to the Bank, nominating United Supermarkets, L.L.C. for designation as an enterprise project.

Section 6: THAT the City finds that United Supermarkets, L.L.C. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- (a.) United Supermarkets, L.L.C. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located outside of an enterprise zone in the governing body's jurisdiction and at least thirty-five percent (35%) of the business' new employees will be residents of an Enterprise Zone, economically disadvantaged individuals, or veterans; and
- (b.) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- (c.) The designation of United Supermarkets, L.L.C. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

Section 7: THAT the enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate five (5) years after the date of designation.

Section 8: THAT should any paragraph, section, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby.

Section 9: THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

Section 10: THAT the ordinance shall take effect from and after its passage as the law and charter in such case provides.

AND IT IS SO ORDERED

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

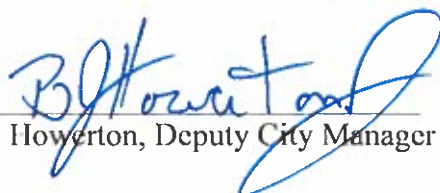
PASSED by the City Council on second reading on _____, 2024.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a Real Estate Sales Contract, for the purchase of real property located in Sections 4, 9, 11, 14, 18, 20, 21, and 24, Block S. Lubbock County, Texas, by and between the City of Lubbock and the Arnett Family Partnership, LP, Mary Jane Holmes, Karen Dreyer, Abby Quinn, and Abby Quinn, as Guardian of the Estate of William Flygare, and related documents, for the purpose of developing a future water supply for the City of Lubbock.

Item Summary

This item is the final Real Estate Sales Contract contemplated by the May 14, 2024 Binding Term Sheet between the City of Lubbock and the above-named owners. The terms and conditions within are in compliance with the May 14, 2024 term sheet, with the addition of one clause related to the Guardianship of the Estate of William Flygare.

The 1,471+/- acres of real property are necessary for the future Lake 7 Project, and the purchase is for all real property estates, including surface, mineral, water, and related rights. The City received the final state water rights permit in March 2024, and is in the pre-application stage for the needed United States Army Corps of Engineers permit. Construction is projected to begin by or before 2031.

The purchase price is \$15,100,000, and the contract calls for the transaction to close on or before February 14, 2025. Upon closing, the property will be leased back to two of the selling entities who will have the use of the property and be responsible for maintenance, insurance, and related items therein. The City will have full access to the property during the lease term for necessary functions. This purchase represents approximately 85% of the needed acquisitions for Lake 7.

Fiscal Impact

Funding for the \$15,100,000 purchase price and related transactional expenses are included in approved Capital Improvement Project 92617, Lake 7 Design and Land Acquisition.

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution - Real Estate Sales
Contract - Real Property
Closing Statement
Lease Agreement
Special Warranty Deed

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 Real Estate Sales Contract for the purchase of real property located in Sections 4, 9, 11, 14, 18, 20, 21, and 24, Block S, Lubbock County, Texas, by and between the City of Lubbock and the Arnett Family Partnership, LP, Mary Jane Holmes, Karen Dreyer, Abby Quinn, and Abby Quinn, as Guardian of the Estate of William Flygare, 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.

THAT the City Council finds it to be in the best interest of the citizens of the City of Lubbock in order to expedite the performance of city business, to delegate authority to execute any necessary or related documents associated with this conveyance to the City Manager of the City of Lubbock or his designee.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Jarrett Atkinson, City Manger

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Contract- Real Estate Sales Contract- V-8 Ranch

Agricultural Real-Property Contract

This Agricultural Real-Property Contract ("**Agreement**"), dated _____, 2024 ("**Effective Date**"), is between the following Parties:

Sellers (individually "Seller**" and collectively "**Sellers**"):**

Arnett Family Partnership, LP;

Mary Jane Holmes, as her sole and separate property;

Karen Dreyer, as her sole and separate property;

Abby Quinn, as her sole and separate property; and

Abby Quinn, as Guardian of the Estate of William Flygare, dealing in his sole and separate property.

Buyer ("Buyer**"):**

The City of Lubbock

Sellers and **Buyer** are collectively referred to herein as "**Parties**" or individually as "**Party**."

Background

- A. Buyer wishes to purchase from Sellers and Sellers wish to sell to Buyer all their right, title, and interest, subject to the terms herein, in the approx. 1,471.16 acres known as the "V-8 Ranch", as further described herein.
- B. The Parties enter into this Agreement to formalize and evidence their intentions and the sales transaction regarding the V-8 Ranch in Lubbock County, Texas.
- C. The Property is currently used for agricultural production and is considered agricultural land receiving an Agricultural use tax exemption.
- D. The transaction contemplated by this Agreement is entered into in lieu of condemnation of the V-8 Ranch by the City of Lubbock.
- E. In consideration of the foregoing premises and the mutual promises made in this Agreement, and in consideration of the representations, warranties, and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by all Parties, the Parties hereby agree as follows:

Initialed for identification by Buyer _____ and Seller *EM* *A 2*

Terms and Conditions

1. Parties' Contact Information

1.1 Any notices required or permitted to be given hereunder and, unless otherwise expressly provided in their terms, any document delivered pursuant hereto shall be deemed given under the following conditions: (a) if personally delivered, when personally delivered to the receiving Party in writing; (b) if by mail, when deposited into the possession of the United States Postal Service or other mail carrier service, addressed to the receiving Party at address below, with postage prepaid; or (c) if electronically mailed or transmitted, when transmitted from the electronic-mail service, program, application, or carrier of the Party providing the Notice. Notices shall be directed to the Parties at the addresses provided herein (or to such other address as a Party may hereafter notify all other Parties). A Party may change his/her/its mailing address or electronic-contact information by giving written notice of the change to the other Party. Notices shall also be given to any attorney or counsel designated herein for such Party.

(A) **Sellers.** The Sellers' contact information is as follows:

C/O **Brady & Hamilton, LLP**
Mr. Zachary Brady & Mr. Garrett Coutts
1602 13th Street,
Lubbock, TX 79401
Phone: 806.771.1850
Email: zach@bhlawgroup.com & garrett@bhlawgroup.com

(B) **Buyers.** The Buyer's contact information is as follows:

C/O Amy Sims
Deputy City Attorney
1314 Avenue K,
Lubbock, Texas 79401
Phone: 806.775.2220
Email: asims@mail.ci.lubbock.tx.us

2. The Property

2.1 **Land.** Buyers agree to purchase upon the terms and provisions hereof, all of Sellers' interests in the real property situated in Lubbock County, Texas, and described on the attached Exhibit A, subject to easements, rights-of-way, and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners, and any discrepancy, conflicts, shortages in area or boundary lines; and any Reservations and Exclusions provided herein. Described herein as the "**Property**" or the "**Ranch**".

Initialed for identification by Buyer _____ and Seller See A 2 _____

2.2 Improvements – Farm & Ranch Improvements. The following permanently installed and built-in items, if any, shall be conveyed with the Ranch: Ranch house, barns, garage/shop, two outbuildings, and a spring holding tank (which is expressly agreed to be an Improvement).

2.3 Accessories – Farm & Ranch Accessories. The following described related accessories, if any, shall be conveyed with the Ranch: None.

2.4 Crops. Seller shall retain the rights to harvest crops growing on the Ranch at the time of Closing or any prior crops and any crop insurance or other income generated from the 2023 and 2024 crops or prior crops. This provision is subject to any rights of a tenant or contract farmer/operator.

2.5 Reservations & Exclusions (collectively, “Reservations and Exclusions”).

(A) Mineral Reservation.

None.

(B) Other Reservations.

- i. This conveyance is made subject to any and all easements, rights-of-way, and prescriptive rights, whether of record or not; all effective covenants, conditions, restrictions, mineral reservations or severances, oil leases, gas lease, mineral leases, water-rights reservations or severances, water-rights leases, wind-rights reservations or severances, and wind-rights leases of record in the records of the County Clerk of Lubbock County, Texas, and all of those visible or apparent upon the ground and in use; as well as all other instruments, other than liens and conveyances, that affect the Property or rights of adjoining owners; and any discrepancies, conflicts, or shortages in area or boundary lines; as well as any encroachments or overlapping of improvements; and any rights of adjoining owners in any fences situated on a common boundary.

(C) Exclusions.

- i. Save and except the approx. 0.25-acre cell tower site located in the SW corner of the Ranch immediately east of Southeast Drive, and access thereto; and
- ii. Additionally, the following improvements, accessories, and crops will be retained by the Sellers. Buyer agrees such improvements, accessories, and crops may remain on the Property, at Sellers’ discretion, through the term of the Agricultural Lease: All contents of any Residential structure.

3. Sales Price, Conditions Precedent, & Restrictive Covenants

3.1 Sales Price. The total sales price (“*Sales Price*”) is \$15,100,000.00. The Sales Price shall be paid as follows:

(A) Cash portion of Sales Price payable by Buyer at closing \$15,100,000.00

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*The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this Agreement.

- (B) Sum of all financing as described herein \$0.00
(C) Sales Price **\$15,100,000.00**
(D) The Sales Price is net of any offset allocated by the Buyer regarding the Lease-Back to Sellers as provided herein.

3.2 Earnest Money. Prior to or within ten days of the execution of this Agreement by all Parties, Buyer shall deposit **\$50,000.00** as earnest money with Lubbock Abstract & Title Co. (Attn: Mr. Steve Shanklin), as Escrow Agent, at 1216 Texas Ave. Lubbock TX 79401-4032, ("***Title Company***" or "***Escrow Agent***"). If Buyer fails to deposit the Earnest money as required by this Agreement, Buyer will be in default.

3.3 Restrictive Covenant. Other than the Option to Repurchase ("***Option***") set forth herein, Buyer agrees that for a period of no less than 50 years after the date hereof it will not sell any portion of the Ranch to any other party. Provisions of this Section 3.3 shall survive Closing and shall be contained in the Deed executed at Closing as a covenant running with the land along with any and all other covenants running with the land contained in the Deed. The covenants, Reservations and Exclusions, and agreements in the Deed shall supersede and control to the extent of any conflict between the terms of this Agreement and the Deed.

4. Title Commitment, Policy, & Survey

4.1 Title Policy. Buyer shall obtain at Buyer's expense an owner's policy of title insurance (Title Policy) issued by Title Company in the amount of the Sales Price, dated at or after Closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (A) Restrictive covenants common to the platted subdivision in which the Ranch is located, if any.
- (B) The standard printed exception for standby fees, taxes and assessments.
- (C) Liens created as part of the financing described in Paragraph 3, if any.
- (D) Utility easements created by the dedication deed or plat of the subdivision in which the Ranch is located, if any.
- (E) Reservations or exceptions otherwise permitted by this Agreement or as may be approved by Buyer in writing.
- (F) The standard printed exception as to marital rights.
- (G) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (H) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments, protrusions, or overlapping improvements will be amended to read, "shortages in area" at the expense of Seller.

Initialed for identification by Buyer _____ and Seller See A 2

- (I) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- (J) Any Surface Leases disclosed pursuant to the terms herein will be permitted exceptions in the Title Policy and will not be a basis for objection to title.

4.2 Title Commitment. Within 20 days after the Title Company receives a copy of this Agreement, Title Company shall furnish to Buyer a commitment for title insurance ("**Commitment**") and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment ("**Exception Documents**") other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address as provided herein. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier.

4.3 Survey. Buyer shall obtain a Survey ("**Survey**") at Buyer's expense. The Survey must be made by a registered professional land Survey or surveyor acceptable to the Title Company.

4.4 Exception Documents. Title Company has or will provide Buyer with copies of the Exception Documents as listed on the attached Exhibit B.

5. Expenses

5.1 Except as otherwise expressly provided in this Agreement, each Party shall be responsible for all expenses such Party incurs in connection with the preparation, execution, and performance of this Agreement and all other documents required to consummate this transaction, including all fees and expenses of agents, representatives, counsel, and accountants.

5.2 The parties agree that the expenses of this sale shall be paid as follows:

- (A) Expenses to be paid by Sellers at or before Closing: (1) Releases of existing liens, including prepayment penalties and recording fees, if any.
- (B) Expenses to be paid by Buyer at or before Closing: (1) appraisal fees; (2) Tax statements or certificates; (3) Preparation of any deed required by the terms of this Agreement (4) recording fees; (5) copies of easements and restriction; (6) loan title policy with endorsements;; (7) all prepaid items. including required premiums for flood and hazard insurance, reserve deposits for insurance. ad valorem taxes, and special governmental assessments; (8) underwriting fee; (9) wire transfer fee (if any); (10) the escrow fee or any other fees charged by Title Company; and (11) any other expenses or fees.

5.3 Broker's Fees. The Parties represent, warrant, and affirm that there are no brokers

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involved in this transaction.

6. Deeds & Conveyance Documentation

Sellers will convey the property to Buyers by a Special Warranty Deed. The Special Warranty Deed conveying the property to Buyer shall contain the Reservations and Exceptions provided in Article 2 herein. Additionally, Buyer shall take the property subject to easements, rights-of-way, and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners, and any discrepancy, conflicts, shortages in area or boundary lines; any encroachments or overlapping of improvements. Except for the Special Warranty expressly provided for herein, all warranties that might arise by common law as well as the warranties or covenants in TEXAS PROPERTY CODE § 5.023 (or its successor) are excluded. Buyer takes the property AS-IS and with all faults.

7. Property Condition

7.1 Access & Inspections. Sellers shall permit Buyers and Buyers' agents access to the Ranch at reasonable times. Buyers may have the Ranch inspected by inspectors selected by Buyers and licensed by applicable agencies or authorities of the State of Texas or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this Agreement is in effect.

NOTICE: Buyer should determine the availability of utilities to the Ranch suitable to satisfy Buyer's needs.

7.2 Acceptance of Property Condition. Buyer accepts the Ranch As Is. "As Is" means the present condition of the Ranch with any and all defects and without warranty except for the warranties of title and the warranties in this Agreement. Buyers' agreement to accept the Ranch As Is does not preclude Buyers from inspecting the Ranch as provided herein. Notwithstanding this provision, Seller shall complete repairs as required by the terms of this Agreement.

7.3 Repairs to be completed by Seller. None.

7.4 Environmental Matters. Buyers are advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyers' intended use of the Ranch. If Buyers are concerned about these matters, they should conduct due diligence regarding same at their own expense.

7.5 Seller's Disclosures of Property Condition.

Buyers waive the right to receive disclosures imposed by TEX. PROP. CODE ANN. § 5.069 as well as any rights or remedies provided to Buyers thereunder or as cited or incorporated therein. Additionally, this transaction is exempt from the

Initialed for identification by Buyer _____ and Seller SA 2 _____

requirements of the Seller's Disclosure of Property Conditions by TEX. PROP. CODE ANN. § 5.008(e)(5), (9).

7.6 NOTICE REGARDING POSSIBLE ANNEXATION.

This transaction is exempt from the requirements of this disclosure by TEX. PROP. CODE ANN. § 5.011(c)(5), (8).

7.7 Texas Agricultural Development District Disclosure.

The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information contact the *Texas Department of Agriculture* (<https://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/AgriculturalDevelopmentDistricts.aspx>).

7.8 NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

This transaction is exempt from the requirements of this disclosure by TEX. PROP. CODE ANN. § 5.010(b)(5), (7).

7.9 NOTICE REGARDING STATUTORY TAX DISTRICTS (WATER)

This transaction is exempt from the requirements of this disclosure by TEX. WATER CODE ANN. § 49.452(A-2)(4).

7.10 NOTICE REGARDING CERTIFICATED WATER AND SEWER SERVICE)

This transaction is exempt from the requirements of this disclosure by TEX. WATER CODE ANN. § 13.257(c)(4).

7.11 NOTICE REGARDING PUBLIC IMPROVEMENT DISTRICTS

This transaction is exempt from the requirements of this disclosure by TEX. PROP. CODE ANN. § 5.014(c)(8).

7.12 NOTICE REGARDING MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION

This transaction is exempt from the requirements of this disclosure by TEX. PROP. CODE ANN. § 5.012(c)(5),(8).

7.13 NOTICE REGARDING LOCATION OF CONDITIONS UNDER SURFACE OF UNIMPROVED REAL PROPERTY

This transaction is beyond the scope of the required disclosure in TEX. PROP. CODE ANN. § 5.013 as the Ranch is not sold for or intended to be used for residential purposes by Buyer or for resale by Buyer.

7.14 Required Notices.

The following notices have been given or are attached to this Agreement: (i.e., MUD, WCID, PID notices): N/A.

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8. Closing & Possession

8.1 Closing

(A) The Closing of the sale will be on or before Friday, February 14, 2025, or within 7 days after Objections have been cured or waived, whichever date is later ("**Closing**"). If either Party fails to close the sale by the Closing, the non-defaulting Party may exercise the remedies contained herein.

(B) At Closing:

- i. Sellers shall execute and deliver a Deed in substantially the same form and substance as Exhibit C, attached hereto and incorporated herein, conveying title to the Ranch to Buyer and showing no additional exceptions to those permitted herein and furnish tax statements or certificates showing no delinquent taxes on the Ranch.
- ii. Buyers shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- iii. Sellers and Buyers shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties (as applicable), and other documents reasonably required for the Closing of the sale and the issuance of the Title Policy.
- iv. There will be no liens, assessments, or security interests against the Ranch which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyers and assumed loans will not be in default.

8.2 Possession

(A) **Buyer's Possession.** Sellers shall deliver to Buyers possession of the Ranch in its present or required condition upon Closing and funding.

(B) **Smart Devices.** "**Smart Device**" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Ranch; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer: None.

(C) **Leases.** The Property is subject to the following Leases: Seller provides Buyer with notice of the following oral Surface Lease(s), identifying the type of lease, name of the Tenant(s), rental amounts, and general terms (but not necessarily all terms): Annual Cattle-Grazing Lease (Abby Quinn, Lessee).

(D) **Removal of Personal Property.** Sellers shall have one-hundred and eighty (180) days following Closing to remove Sellers' personal property, if any, but subject to the Agricultural Lease provided for herein. Any personal property remaining on the Property after the 180-day period shall be considered abandoned. Seller shall have no obligation to remove personal property and this provision imposes no such obligation.

8.3 Lease-Back

(A) At Closing, Buyer ("**Lessor**") shall execute an Agricultural Lease ("**Agricultural Lease**") with **Mr. Sam Arnett** and **Mrs. Abby Quinn**, individually or collectively as agreed among them (collectively "**Agricultural Lessees**") subject to the following terms:

Initialed for identification by Buyer _____ and Seller See A 2 _____

- i. A 5-year term;
 - ii. Consideration for the Agricultural Lease from Agricultural Lessees to Lessor is reflected in the Sales Prices herein;
 - iii. Buyer shall allow Lessees a holdover period or periods of all or a portion of the Ranch, each in a term of at least one year, at mutually agreeable market value lease rates, at the end of the 5-year Agricultural Lease term so long as Lessor does not require the Ranch for construction of the Lake;
 - iv. The Agricultural Lease shall allow ranching, agricultural, and recreational activities by Agricultural Lessees as well as their guests and assignees;
 - v. The Agricultural Lease shall allow the *Cattle Baron's Ball* fundraising event, as currently titled but regardless of any changes in name or sponsor in the future, to continue to be held on the Ranch during the duration of the Agricultural Lease subject to Lessees' sole and absolute discretion;
 - vi. The Agricultural Lease shall permit each Lessee to unilaterally terminate the Agricultural Lease regarding such Lessee's interest therein with or without cause at any time upon thirty (30) days prior written Notice to Lessor and such termination shall relieve such Lessee of obligations and liabilities of the Agricultural Lease;
 - vii. However, the Agricultural Lease may require Agricultural Lessees to procure commercially reasonable liability insurance in an amount and form necessary to conduct any activities on the Ranch at the Lessors' sole discretion; and
 - viii. During the duration of the Agricultural Lease, the Lessor may enter the Ranch to conduct any and all activities in relation to lake planning and construction. Such entry will use customary gate protocols and, upon the Lessor giving reasonable notice of activities that would require moving of livestock, the use of heavy equipment on the Ranch. Such entry terms will be more fully set out in the Agricultural Lease.
- (B) All provisions of this Section 8.3 shall survive Closing and shall be contained in the Deed executed at Closing.

8.4 Lake 7 & Property-Repurchase Rights

- (A) In the event Buyer constructs a lake on the Ranch ("**Lake**"), Buyer agrees to and affirmatively asserts the following covenants:
- i. To name any dam for such Lake the "**Samuel C. Arnett Dam**";
 - ii. To name the Lake the "**V-8 Ranch Lake**"; and
 - iii. To name any park or recreational area associated with the Lake as the "**V-8 Ranch Park**".
- (B) **Property-Repurchase Rights.** In the event the Lake is not built on the Ranch within 10 years of Buyer acquiring final regulatory approval to build the Lake on the Ranch, Sellers, or their respective successors and assigns, shall have an Option to Repurchase ("**Option**") the Ranch pursuant to the following terms:
- i. Buyer will provide Notice to Seller and to Zach Brady, Brady & Hamilton, LLP of such final regulatory approval within 90 days of receiving same ("**Regulatory Notice**");

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- ii. Sellers, or their respective successors and assigns, shall deliver written notice to the Buyer exercising the Option to Purchase no later than 30 days after receipt of the Regulatory Notice ("*Option Notice*");
 - iii. The Option purchase prices shall be the fair market value ("*FMV*") of the Property at the time the Option is exercised. The FMV shall be determined by an appraisal at Buyer's expense. Such appraisal shall establish the FMV unless within five business days from the receipt of such appraisal Seller objects to the appraised value and orders or otherwise schedules an appraisal at Sellers' expense. Such second appraisal shall be completed within 30 days of the receipt of the first appraisal or Sellers' objections shall be considered waived and the value of the first appraisal shall be the sales price. Such second appraisal shall establish the FMV unless within five days business days following the receipt of the second appraisal, if any, Buyer objects to the appraised value. Should Buyer object, a third appraiser shall be selected by mutual agreement of the first two appraisers and a third appraisal shall be conducted with the costs of such appraisal split evenly between Sellers and Buyer. The value established by the third appraisal shall be the sales price unless within five business days from the receipt of such appraisal Seller objects to the appraised value. Should Seller so object, Seller may terminate this Regulatory Notice and any other agreement or instrument between Seller and Buyer regarding the exercise of the Option and re-purchase of the Ranch. Should Seller fail to object or choose to accept such appraisal, Seller shall have a period of time not to exceed 90 days from the time such FMV is finally established by appraisal to make arrangements for suitable financing or other necessary arrangements to close the purchase. Buyer shall pay for and provide a standard Title Insurance Policy for the benefit of Sellers. Other terms of the sale shall be as agreed among and between Sellers and Buyer;
 - iv. Such Option may only be exercised for the entirety of the Property interests conveyed by Sellers to Buyer herein; and
 - v. Such Option shall be a right held individually by each Seller which may be exercised by any one or more of them individually or collectively. If more than one Seller chooses to exercise the Option, each Seller shall receive their pro rata share of undivided ownership interests in the Property among those so choosing to exercise the Option, unless other ownership structures are agreed among any one or more of the Sellers so exercising the Option.
- (C) All provisions of this Section 8.4 shall survive Closing and shall be contained in the Deed executed at Closing as covenants running with the land.

9. Taxation, Government Benefits, and Incomes

9.1 Prorations. Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) to be paid regarding the Ranch shall be Buyer's obligation.

9.2 Rollback Taxes. If this sale or Buyers' use of the Ranch after Closing results in the assessment of additional taxes, penalties, or interest ("*Assessments*") for

Initialed for identification by Buyer _____ and Seller See A 2 _____

periods prior to Closing, the Assessments will be the obligation of Buyers. If assessments are imposed because of Sellers' use or change in use of the Ranch prior to Closing or denial of a special use valuation on the Ranch claimed by Seller, the Assessments will be the obligation of Sellers. Obligations imposed by this paragraph will survive Closing.

9.3 Government Payments/Benefits.

(A) The Property is not enrolled in any governmental programs.

(B) **USDA, FSA, & AGENCY AUTHORIZATIONS.** Seller hereby gives the USDA, Farm Service Agency office, or other governmental agency offices, in Lubbock County, Texas, or with jurisdiction in Lubbock County, Texas, permission to release all records, if any, related to the aforementioned properties to the Buyer named herein.

9.4 Other Incomes. All income generated from the Ranch ownership prior to Closing shall be the property of Sellers. All income generated from the Ranch ownership on or after Closing shall be the property of Buyers.

10. [Intentionally omitted].

11. Default. If Buyers fail to comply with this Agreement, Buyers will be in default, and Sellers may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this Agreement and receive the earnest money as liquidated damages, thereby releasing both Parties from this Agreement. However, Sellers expressly agree that should Buyer fail or refuse to close the purchase of the Ranch as required herein, that Sellers exclusive remedy shall be to receive the earnest money as liquidated damages. The Parties further agree that if Buyer, at any time, invokes or claims any type of immunity (governmental, sovereign, or otherwise) prohibiting or impeding Sellers' enforcement of any terms of this Agreement, Sellers may terminate the Agreement at their sole and absolute discretion. If Sellers fail to comply with this Agreement, Sellers will be in default and Buyers may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this Agreement and receive the earnest money, thereby releasing both Parties from this Agreement. The Parties expressly agree (1) that any liquidated damages provided herein are not a penalty, (2) the harm caused by a breach is incapable or difficult of estimation, and (3) the amount of liquidated damages called for is a reasonable forecast of just compensation.

12. Escrow

12.1 Escrow. The Escrow Agent is not (i) a party to this Agreement and does not have liability for the performance or nonperformance of any Party to this Agreement, (ii) liable for interest on the earnest money, or (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the

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earnest money has been deposited unless the financial institution is acting as Escrow Agent.

- 12.2 Expenses.** At Closing, the earnest money must be applied first to the Purchase Price. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all Parties before releasing any Earnest Money, (ii) require payment of unpaid expenses incurred on behalf of a Party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the Party receiving the earnest money.

13. Representations & Restrictions Regarding Continued Marketing. All covenants, representations, and warranties in this Agreement survive Closing. If any representation of Sellers in this Agreement is untrue upon Closing, Sellers will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Ranch and receive, negotiate, and accept additional offers during the term of this Agreement.

14. Federal Tax Requirements. If Sellers are a "foreign person" or "foreign persons", as defined by applicable law, or if Sellers fail to deliver an affidavit to Buyer that Sellers are not "foreign person(s)", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

15. [Intentionally omitted].

16. Identification of Attorneys

16.1 Sellers' Attorney:
Brady & Hamilton, LLP
Mr. Zachary Brady & Mr. Garrett Coutts
1602 13th Street,
Lubbock, TX 79401
Phone: 806.771.1850
Email: zach@bhlawgroup.com & garrett@bhlawgroup.com

16.2 Buyers' Attorney:
Amy Sims
Deputy City Attorney
1314 Avenue K,
Lubbock, Texas 79401
Phone: 806.775.2220
Email: asims@mail.ci.lubbock.tx.us

17. 1033 Exchange. All Parties hereby expressly acknowledge that the conveyance required by this Agreement is made in lieu of condemnation of the Ranch by Buyer and one or more

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of Sellers may elect to effectuate an exchange or conversion of like-kind real properties pursuant to and in accordance with the provisions of Section 1033 of the Internal Revenue Code. This provision shall survive Closing.

18. General Terms

18.1 Time is of the Essence. Time is of the essence in the performance of this Agreement.

18.2 Calculating Time of Performance. If the time period for the performance of any act called for under this Agreement falls or expires on a day other than a Business Day, the act in question may be performed on the next succeeding Business Day. A "Business Day" shall mean Monday through Friday with the exception of U.S. federal holidays.

18.3 Invalid Provisions & Severability. Any provision of this Agreement which, on its Effective Date, is in conflict with the requirements of Texas or federal statutes or regulations is deemed to be amended to conform to the minimum requirements of those statutes and regulations. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

18.4 Costs of Enforcement & Attorney Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or the agreements or documents contemplated hereby, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief in equity or at law to which such Party may be entitled.

18.5 Amendments. Unless otherwise stated, this Agreement (including the documents delivered pursuant hereto), and the other agreements of even date herewith, supersede all prior agreements related to this transaction and constitute the entire understanding between the Parties with respect to the subject matter hereof. Any modification or amendment to, or waiver of any provision of this Agreement (or any document delivered pursuant hereto unless otherwise expressly provided therein) may be made only by an instrument in writing executed by the party against whom enforcement thereof is sought.

18.6 Non-Waivers. No failure by either Party to insist upon strict compliance with any term of this Agreement, enforce any rights, or seek any remedy upon any default of the other Party will affect or constitute a waiver of the other Party's right to insist upon such strict compliance, enforce the right, or seek the remedy with respect to the default or any prior, contemporaneous, or subsequent default; nor will any custom or practice of the Parties at variance with any provision of this Agreement affect or constitute a waiver of either Party's right to demand strict compliance with all provisions of this Agreement.


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18.7 Rules of Construction. *Rules of Construction.* The use of either the singular or the plural number shall be interpreted to include the other number, unless such an interpretation in a particular case is inconsistent with the general tenor of this instrument. Any reference to an individual person shall be interpreted to reference an entity, Trust, or Estate when necessary, unless such an interpretation in a particular case is inconsistent with the general tenor of this instrument. Any references herein relating to either Party shall include her/his/its permitted successors or assigns regardless of the gender or business organization or legal structure of the successor/assign. Unless the context requires otherwise: (a) the word “including” means “including, without limitation”; (b) the term “shall” means mandatory or required, (c) the terms “hereof,” “hereto,” “herein,” “hereunder,” “hereby,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this instrument as a whole and not to any particular provision of this instrument; (d) references to Captions, Headings, Articles, or Sections refer to Captions, Headings, Articles, or Sections of this instrument; (e) a reference to any law or the “law” generally means such law as existed at the time of the execution of this instrument; (f) references to Exhibits are to the Exhibits attached to this instrument, each of which is made a part hereof and incorporated herein for all purposes; and (g) this instrument shall not be construed more or less favorably between the Parties by reason of authorship or origin of language.

18.8 Conflicts of Law, Governing Law, Jurisdiction, Venue, & Forum. This Agreement shall be governed by and construed under the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable principles of conflicts of law). The Parties irrevocably and unconditionally agree that any action or proceeding arising out of this Agreement shall be brought solely in a state court of competent jurisdiction sitting in Lubbock County, Texas, and that this Agreement shall be construed as requiring performance and as performable in Lubbock County, Texas. The Parties hereby agree and consent to such jurisdiction, venue, and forum pursuant to TEXAS CIVIL PRACTICE AND REMEDIES CODE § 15.035 or later amended versions of that provision.

18.9 Legal Representation of the Parties. This Agreement was negotiated by the Parties with the benefit of legal representation or the opportunity for such representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

18.10 Successors and Assigns. The rights, benefits, and obligations of Sellers under this Agreement and all covenants and agreements pertaining thereto shall be assignable by Sellers and shall inure to the benefit of and be enforceable by or against its successors and permitted assigns. Neither this Agreement nor any rights or obligations hereunder shall be assigned or assignable by Buyer. This Agreement shall be binding upon the Parties and their respective heirs, personal representatives, administrators, trustees, successors, and permitted assigns.

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18.11 Consent to Digital Documents and Signatures. The Parties hereby consent to the use of Digital Documents and Signatures including, but not limited to, digital formats such as PDF; PNG, JPEG, GIF, and other image-file formats, facsimile, or other digital or electronic file formats, as well as digital images of a handwritten signature or encrypted digital signatures created through or maintained by third-party e-signature programs, software, or providers. A Digital Document or Signature by a Party shall be treated as an original writing and shall be given equal dignity as a hard-copy writing or communication. This consent shall be considered express consent and authorization for the use of electronic signatures and electronic transactions under the *Electronic Signatures in Global and National Commerce Act (E-Sign)* and the *Texas Uniform Electronic Transactions Act*.

18.12 Counterparts. This Agreement may be executed by the Parties in counterparts, no one of which need be executed by all Parties. Each such counterpart shall be treated with equal dignity and deemed an original instrument, and all counterparts shall together constitute one and the same instrument, and any of the Parties may execute this Agreement by signing any of the counterparts.

18.13 Signatories' Authority. The Parties each represent that they are persons or entities duly authorized to conduct business, and the agent signing below has been duly authorized to execute this Agreement and effectuate its terms.

18.14 All provisions of Article 18 shall survive Closing.

19. Condition Precedent. William's Flygare interest in the Property is subject to a Guardianship in Lubbock County, Texas (Cause No. 2013-784,791) and Abby Quinn is serving as Guardian of the Estate of William Arnett Flygare. Abby Quinn, in her role as Guardian of the Estate will use her best efforts to seek Court approval of this Agreement regarding William Flygare's undivided interest in the Property, but shall not be obligated to pursue any action beyond completing the procedural and filing requirements required by TEXAS ESTATES CODE §§ 1158.251-257 and excluding any appeals related thereto. The Parties understand that Abby Quinn cannot convey or otherwise transfer William Flygare's interest unless such conveyance or transfer is approved by the applicable Court. In the event that the applicable Court fails to approve this Agreement, the following shall apply: (1) the overall Sales Price shall be reduced in an amount proportionate to the ownership interest of William Flygare; (2) Buyers shall remain obligated to comply with all terms of this Agreement including tendering the reduced Sales Price and purchasing the Property, other than William Flygare's interest in such Property; and (3) this **condition precedent** shall release, or otherwise prevent the creation of, any obligations imposed by this Agreement on Abby Quinn regarding the undivided interest in the Property held by William Flygare or Abby Quinn as Guardian of the Estate of William Flygare. Court approval of this Agreement and the transaction(s) contemplated thereby is an express **condition precedent** to any obligations imposed by this Agreement on Abby Quinn regarding the undivided interest in the Property held by William Flygare or Abby Quinn as Guardian of the Estate of William Flygare.

Initialed for identification by Buyer _____ and Seller _____

The Parties agree to the terms of this Agreement by their execution and signatures below:

Agreed:


Arnett Family Partnership, LP

Date: 10/24/24


By:
Arnett Family Management, LLC, its General Partner,
Samuel Cullen Arnett III, Manager
Seller

Mary Jane Holmes
Seller

Date: _____

Karen Dreyer
Seller

Date: _____


Abby Quinn
Seller

Date: 10/23/24


Abby Quinn,
as Guardian of the Estate of William Flygare
Seller


Date: 10-23-24

THE CITY OF LUBBOCK:
Buyer

Mark McBrayer, Mayor

Date: _____

ATTEST:

Initialed for identification by Buyer _____ and Seller  _____

The Parties agree to the terms of this Agreement by their execution and signatures below:

Agreed:

Date: _____

Arnett Family Partnership, LP

By:

Arnett Family Management, LLC, its General Partner,

Samuel Cullen Arnett III, Manager

Seller

Mary Jane Holmes

Mary Jane Holmes

Seller

Date: 10 / 24 / 24

Date: _____

Karen Dreyer

Seller

Date: _____

Abby Quinn

Seller

Date: _____

Abby Quinn,

as Guardian of the Estate of William Flygare

Seller

THE CITY OF LUBBOCK:

Buyer

Date: _____

Mark McBrayer, Mayor

ATTEST:

Initialed for identification by Buyer _____ and Seller H I H _____

The Parties agree to the terms of this Agreement by their execution and signatures below:

Agreed:

Arnett Family Partnership, LP

By:

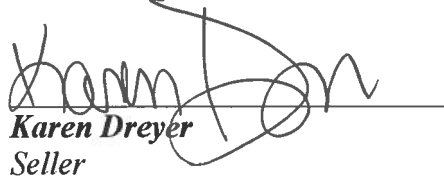
**Arnett Family Management, LLC, its General Partner,
Samuel Cullen Arnett III, Manager
Seller**

Date: _____

Mary Jane Holmes

Seller

Date: _____


Karen Dreyer
Seller

Date: 10/23/24

Abby Quinn

Seller

Date: _____

Abby Quinn,
as Guardian of the Estate of William Flygare
Seller

Date: _____

THE CITY OF LUBBOCK:

Buyer

Date: _____

Mark McBrayer, Mayor

ATTEST:

Initialed for identification by Buyer _____ and Seller _____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Jarrett Atkinson, City Manger

APPROVED AS TO FORM:


Amy L. Sims, Deputy City Attorney

Initialed for identification by Buyer _____ and Seller _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of [] Contract and [] \$ _____ Earnest money in the form of _____ is acknowledged.

Escrow Agent: _____

Date: _____

By: _____

Title: _____

Address 1: _____

Address 2: _____

Telephone: _____

Facsimile: _____

Email: _____

Initialed for identification by Buyer _____ and Seller _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTIONS

Approx. 1471 acres commonly known as the V-8 Ranch in Lubbock County, Texas, save and except the approx. 0.25-acre cell tower site located in the SW corner of the Ranch immediately east of Southeast Drive, and access thereto.

[To be supplemented after survey]

Initialed for identification by Buyer _____ and Seller _____

EXHIBIT B
EXCEPTION DOCUMENTS

Seller will supplement prior to Closing and after receipt of the commitment for title insurance in accordance with this Agreement.

Initialed for identification by Buyer _____ and Seller _____

Effective Date: _____

Sellers: *Arnett Family Partnership, LP*
806 Avenue J
Lubbock, Lubbock County, Texas 79401

Karen Dreyer;
15013 Linden St
Leawood, Johnson County, KS 66225

Abby Quinn; and
4903 21st Street
Lubbock, Lubbock County, Texas 79407

Abby Quinn, as Guardian of the Estate of William Flygare
4903 21st Street
Lubbock, Lubbock County, Texas 79407

Buyer: *The City of Lubbock*
1314 Avenue K,
Lubbock, Texas 79401

Preparation of Legal Documents:
To be paid by Sellers. Billed separately.

Recording fees to Lubbock County Clerks:
Recording to be performed by Buyer and fees regarding same paid by Buyer.

\$15,100,000.00

Notice Regarding Title Insurance:

Buyer is notified of the right to review the abstracts to the Property or request issuance of an Owner's Policy of Title Insurance insuring the title of the Property to be good and merchantable.

Disclaimer and Disclosure Regarding Title Examination:

The law firm of *Brady & Hamilton, LLP*, has not conducted any examination of the title to the Property and makes no warranties or representations as to the quality of such title. This document was prepared by *Brady & Hamilton, LLP* but title was not examined by *Brady & Hamilton, LLP*. *Brady & Hamilton, LLP* makes no representation as to title to the Property.

[The remainder of this page is intentionally left blank.]

Samuel Cullen Arnett III

Arnett Family Partnership, LP

By: Arnett Family Management, LLC, its General Partner, Samuel Cullen Arnett III, Manager

STATE OF TEXAS §

COUNTY OF Lubbock §

Samuel Cullen Arnett III, Manager of Arnett Family Management, LLC, General Partner of Arnett Family Partnership, LP personally (personally or electronically/online) appeared and acknowledged this instrument before me pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written, on the day of 24th of October 2024.



Cassie Griffin

NOTARY PUBLIC, STATE OF TEXAS

My commission expires: 8/8/27

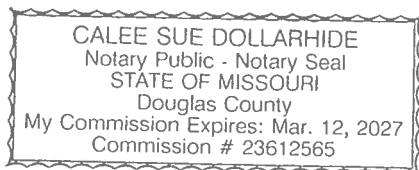
[The remainder of this page is intentionally left blank. Signatures follow.]

Mary Jane Holmes
Mary Jane Holmes

STATE OF Missouri §

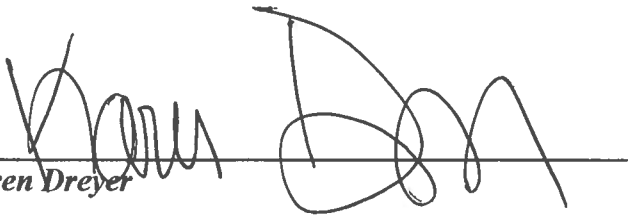
COUNTY OF Douglas §

Mary Jane Holmes personally (personally or electronically/online) appeared and acknowledged this instrument before me pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written, on the 24th day of October, 2024.



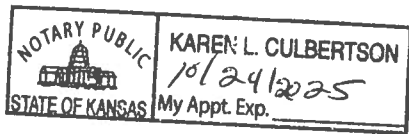
Callee Sue Dollarhide
NOTARY PUBLIC, STATE OF TEXAS MO CD
My commission expires: 03/12/2027


[The remainder of this page is intentionally left blank. Signatures follow.]


Karen Dreyer

KANSAS ^{MC}
STATE OF ~~TEXAS~~ §
COUNTY OF JOHNSON §

Karen Dreyer _____ (personally or electronically/online) appeared and acknowledged this instrument before me pursuant to ~~TEXAS~~ CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written, on the 23 ^{KANSAS} day of OCTOBER, 2024.




NOTARY PUBLIC, STATE OF ~~TEXAS~~ KANSAS
My commission expires: 10/24/2025

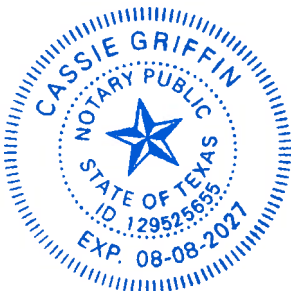
[The remainder of this page is intentionally left blank. Signatures follow.]

Abby Quinn
Abby Quinn

STATE OF TEXAS §

COUNTY OF Lubbock §

Abby Quinn personally (personally or electronically/online) appeared and acknowledged this instrument before me pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written, on the 23rd day of October, 2024.



Cassie Griffin
NOTARY PUBLIC, STATE OF TEXAS
My commission expires: 8/8/2027

[The remainder of this page is intentionally left blank. Signatures follow.]

Abby Quinn, guardian William Flygare
Abby Quinn,
as Guardian of the Estate of William Flygare
(Cause No. 2013-784,791, Lubbock County, Texas)

STATE OF TEXAS §

COUNTY OF LUBBOCK §

Abby Quinn, as Guardian of the Estate of William Flygare, personally
(personally or electronically/online) appeared and acknowledged this instrument before me
pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written,
on the 23rd day of October, 2024.



Cassie Griffin

NOTARY PUBLIC, STATE OF TEXAS.

My commission expires: 8/8/27

[The remainder of this page is intentionally left blank. Signatures follow.]

The City of Lubbock

Mark McBrayer, Mayor

STATE OF TEXAS §

COUNTY OF _____ §

Mark McBrayer, Mayor of the City of Lubbock, _____ (personally or electronically/online) appeared and acknowledged this instrument before me pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written, on the day of _____, 2024.

NOTARY PUBLIC, STATE OF TEXAS

My commission expires: _____

[The remainder of this page is intentionally left blank. Signatures follow.]

The City of Lubbock

Courtney Paz, City Secretary

STATE OF TEXAS §

COUNTY OF _____ §

Courtney Paz, City Secretary of the City of Lubbock, _____ (personally or electronically/online) appeared and acknowledged this instrument before me pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written, on the day of _____, 2024.

NOTARY PUBLIC, STATE OF TEXAS

My commission expires: _____

[End of document.]

Lease Agreement

This Lease Agreement is entered into on _____, 2024 ("*Effective Date*"), by and between the landowners, *The City of Lubbock*, whose address is 1314 Avenue K, Lubbock, Texas 79401 ("*Landlord*"), and the tenants, *Mr. Samuel Cullen Arnett III* and *Mrs. Abby Quinn*, whose address is 806 Avenue J, Lubbock, Lubbock County, Texas 79401 and 4903 21st Street, Lubbock, Lubbock County, Texas 79407, respectively (collectively "*Tenant*"), Landlord and Tenant being collectively referred to as the "*Parties*" and separately at "*Party*." This Lease Agreement shall be referred to as "*Lease*" herein.

Background

- A. Landlord owns real property in Lubbock County, Texas, as further described herein.
- B. Tenant wishes to lease said real property for the purposes of ranching, agricultural, and recreational activities by Tenant as well as their guests and assignees and Landlord wishes to lease said real property to Tenant for any and all such stated purposes.
- C. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted by both Parties, Landlord and Tenant wish to execute this Lease Agreement and lease the real property under the terms described herein.

Terms & Conditions

1. Property Description & Scope of Lease.

1.1 Property. The Landlord hereby leases to Tenant real estate located in Lubbock County, Texas, as further described in "**Exhibit A**" which is attached hereto and incorporated herein by reference (the "*Ranch*").

1.2 Scope of Lease. The lease of such Ranch includes any buildings and improvements as well as accessories located on such Ranch. The Ranch is leased to Tenant's, and Tenant's guests' and assignees', use for ranching, agricultural, and recreational purposes, which shall include but shall not be limited to all current and customary uses of the Property by Grantors as of the Effective Date hereof.

1.3 Cattle Baron's Ball. Additionally, Landlord shall permit the Ranch to serve as the physical location and site of the *Cattle Baron's Ball* fundraising event with the American Cancer Society, as currently titled but regardless of any changes in name, sponsor(s), or affiliations in the future, subject to Tenant's sole and absolute discretion.

2. Term of Lease.

2.1 Initial Term. The term of this Lease shall be five (5) years from the Effective Date hereof ("*Initial Term*").

2.2 Renewal Terms. This Lease may be renewed by mutual consent of the Parties for additional one-year (1 year) terms. Such Renewal shall occur by both Parties

executing a **Renewal** in substantially the same form and substance as “**Exhibit B**” and such shall become a part hereof. Should either Party wish to renew this Lease, such Party shall provide Notice to the other Party on or before 90-days prior to the expiration of the then-current Term. Providing such Notice does not effectuate an Option or any binding obligation on behalf of either Party to grant a renewal hereunder.

- 2.3** The Initial Term and all Renewal Terms which are properly exercised by the Parties shall be referred to herein as “**Term**” or “**Terms.**”

3. Type of Lease, Rental Rates, & Payment Arrangements.

3.1 Type of Lease & Rental Rates.

(A) The Parties agree that the Rent and all consideration obligations imposed on Tenant hereunder for the Initial Term have been satisfied as part of the consideration, negotiation, and execution of the Special Warranty Deed executed between the Parties regarding the Ranch, which is, or shall be, recorded in the Official Public Records of Lubbock County, Texas.

(B) For any Renewal Term(s) hereunder, Tenant shall pay Landlord Rent at mutually agreeable market value lease rates.

- 3.2 Payment Arrangements.** All funds shall be paid by cashier’s check, certified funds, wire transfer, or cash either via mail or directly to Landlord or by direct deposit into Landlord’s bank account at the financial institution of Landlord’s choosing, but subject to Landlord providing the required information regarding such financial institution to Tenant.

4. Ranch Operation & Maintenance.

4.1 Landlord. Landlord agrees:

- (A) to pay all taxes and other lawful assessment levied against the Ranch during the term of this Lease;
- (B) to furnish the Ranch real property, and all improvements otherwise attached to the Ranch real property, unless expressly excluded under the terms of this Lease; and

4.2 Tenant. Tenant agrees:

- (A) to conduct Tenant’s activities on the Ranch in a good and workman-like manner or in such other manner as is industry standard and to keep and maintain the Ranch in its customary condition;
- (B) to furnish all labor, power, machinery, movable equipment, and all related operation and maintenance expenses required to operate the Ranch;
- (C) not to violate any restrictions that may exist in Landlord’s or Tenant’s insurance policies without written consent from the Landlord; and
- (D) to carry general liability insurance in an amount and form necessary to conduct any activities on the Ranch, as determined in Landlord’s sole discretion.

5. **Improvements.** With the written consent of Landlords, Tenant may make or add improvements to the Ranch at Tenant's own expense. Upon termination of this Lease, unless otherwise agreed upon in writing, any permanent improvements shall become the property of Landlords.
6. **Non-partnership Agreement.** This Lease is not intended to be, and does not give rise to a partnership. Neither Party shall have authority to bind the other Party without their/its written consent.
7. **Right of Entry.** The Landlord shall have the right, in person or by agent, to enter upon the Ranch to conduct any and all activities in relation to the Lake planning and construction, and, upon Landlord giving reasonable notice of activities that would require moving of livestock, the use of heavy equipment on the Ranch. However, Landlord and its agents, employees, contractors, invitees, guests, or representatives shall comply with each of the following while on or prior to entering the Ranch:
 - 7.1 **Nuisance.** Shall not knowingly cause, authorize, or fail to halt any common law nuisance to occur on the Ranch;
 - 7.2 **Firearms.** Shall not carry loaded or visible firearms, crossbows, bow-and-arrows, or any other weapon on the Ranch for any purpose, except for law enforcement purposes;
 - 7.3 **Loiter.** Shall not loiter on Ranch generally, except for law enforcement purposes;
 - 7.4 **Parking.** Shall not park vehicles or equipment anywhere other than the immediate vicinity of work or construction locations or other locations as expressly approved by Tenant in writing;
 - 7.5 **Litter.** Shall not dispose of anything on the Ranch except via proper waste receptacles;
 - 7.6 **Noxious weeds and brush.** Shall not cause the spread of noxious weeds or brush, but shall protect the Ranch from same;
 - 7.7 **Speed limit.** Shall not allow travel at an unreasonable speed, more than 25 miles per hour is deemed unreasonable, except for law enforcement purposes;
 - 7.8 **Hunt & Fishing.** Shall not hunt or fish on the Ranch;
 - 7.9 **Alcohol, Tobacco, and Drugs.** Shall not carry, use, or otherwise consume or possess alcohol, tobacco or other smoking products, or illegal drugs on the Ranch or allow any person under the influence of alcohol, tobacco or other smoking products, or illegal drugs onto the Ranch;
 - 7.10 **Dogs or animals.** Shall not bring dogs or other animals on the Ranch, except if otherwise, expressly permitted in writing by Tenant or for law enforcement purposes;
 - 7.11 **Removal:** Shall not remove any personal property of Tenant from the Ranch, except as expressly permitted herein, if at all;
 - 7.12 **Grounding.** Landlord shall properly and reasonably ground all electrical equipment used on the Ranch. Landlord shall be responsible for any and all costs or damages associated with the grounding of electrical equipment or the electrification of any persons or property and, to the extent allowed by law, hold Tenant harmless from any and all damages, causes, claims, or suits related thereto. Such grounding requirements shall include preventative measures and implements regarding lightning strikes;
 - 7.13 **Livestock.** While using any gate or upon opening any gate Landlord shall maintain

sufficient guard or deterrent to keep cattle or livestock from crossing one fenced pasture to another. If any livestock is killed or suffers material, compensable injury due to Landlord's activities hereunder, Landlord shall pay Tenant the fair market value of such animal, using prevailing rates being paid for such animal in Lubbock County.

- 7.14 **Hazardous Materials.** Landlord shall not violate, and, to the extent allowed by law, shall indemnify Tenant against any violation by Landlord of any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, or threatened release, discharge, disposal, transportation, or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations (each such substance, material, and waste "Hazardous Materials") in, on, under, or about the Ranch. In conformance with the requirements of applicable law, Landlord shall clean up, remove, remedy, and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Landlord in, on, under, or about the Ranch.

In the event this Lease is not to be renewed, Tenant shall have a right of entry for 180 days after the termination of this Lease for the purpose of harvesting seeded crops (if any), relocating livestock (if any), or removing personal property and improvements, subject to the provisions hereof. Any personal property remaining on the Property after the 180-day period shall be considered abandoned. Tenant shall have no obligation to remove personal property and this provision imposes no such obligation.

8. Assignability & Subletting.

8.1 Assignability for Tenant. The Landlord conveys to the Tenant the right to lease, sublet, assign, devise, bequeath, or otherwise transfer or convey any part of the Ranch or to assign the Lease to any person, persons, or entities whomsoever or whatsoever including heirs, but in either such event, the Assignee shall be liable for performance of the assigning Tenant's duties and obligations under the terms of this Lease.

8.2 Assignability for Landlords. Landlord may not assign or otherwise transfer or convey this Lease or its rights and duties hereunder, in whole or in part.

9. [Intentionally omitted].

10. **Water Rights.** Tenant shall have the right to non-exclusive use of surface and ground water on or under said Ranch for the purposes of this Lease.

11. **Termination.** Each Tenant, individually or collectively, may terminate this Lease regarding such Tenant's interest herein with or without cause at any time upon thirty (30) days prior written Notice to Landlord. Such termination shall relieve such Tenant of obligations and liabilities of this Lease. Should Tenant terminate this Lease, there shall be no refund of consideration previously tendered. During the Initial Term, there shall be no termination right for Landlord. During any Renewal Term, each Party, including each

Tenant individually or collectively, shall have the right to terminate this Lease upon thirty (30) days prior written Notice as provided herein to the other Party. Each Party, including each Tenant individually or collectively, shall have the right to seek specific performance or damages, as applicable and provided by law, if the other Party neglects or refuses to carry out any material provisions of this Lease after receiving a 30-day prior written notice of such demand.

12. General Terms.

12.1 Additional Agreements, Modifications, & Amendments. Any additions or changes to or modifications of this Lease shall be in writing, signed by the Parties against whom enforcement thereof is sought, and, once attached hereto, such shall become a part hereof.

12.2 Time is of the Essence. Time is of the essence in the performance of each Party's obligations under this Lease.

12.3 Calculating Time of Performance. If the time period for the performance of any act called for under this Lease falls or expires on a day other than a Business Day, the act in question may be performed on the next succeeding Business Day. A "Business Day" shall mean Monday through Friday with the exception of U.S. federal holidays.

12.4 Invalid Provisions & Severability. Any provision of this Lease which, on its Effective Date, is in conflict with the requirements of Texas or federal statutes or regulations is deemed to be amended to conform to the minimum requirements of those statutes and regulations. If any provision in this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom..

12.5 Costs of Enforcement & Attorney Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Lease or the agreements or documents contemplated hereby, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief in equity or at law to which such Party may be entitled.

12.6 Non-Waiver. No failure by either Party to insist upon strict compliance with any term of this Lease, enforce any rights, or seek any remedy upon any default of the other Party will affect or constitute a waiver of the other Party's right to insist upon such strict compliance, enforce the right, or seek the remedy with respect to the default or any prior, contemporaneous, or subsequent default; nor will any custom or practice of the Parties at variance with any provision of this Lease affect or constitute a waiver of either Party's right to demand strict compliance with all provisions of this Lease.

12.7 Rules of Construction. The use of either the singular or the plural number shall be interpreted to include the other number, unless such an interpretation in a particular case is inconsistent with the general tenor of this instrument. Any reference to an individual person shall be interpreted to reference an entity, Trust, or Estate when necessary, unless such an interpretation in a particular case is inconsistent with the general tenor of this instrument. Any references herein relating to either Party shall include her/his/its permitted successors or assigns regardless of the gender or business organization or legal structure of the successor/assign. Unless the context requires otherwise: (a) the word “including” means “including, without limitation”; (b) the term “shall” means mandatory or required, (c) the terms “hereof,” “hereto,” “herein,” “hereunder,” “hereby,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this instrument as a whole and not to any particular provision of this instrument; (d) references to Captions, Headings, Articles, or Sections refer to Captions, Headings, Articles, or Sections of this instrument; (e) a reference to any law or the “law” generally means such law as existed at the time of the execution of this instrument; (f) references to Exhibits are to the Exhibits attached to this instrument, each of which is made a part hereof and incorporated herein for all purposes; and (g) this instrument shall not be construed more or less favorably between the Parties by reason of authorship or origin of language.

12.8 Conflicts of Law, Governing Law, Jurisdiction, Venue, & Forum. This Lease shall be governed by and construed under the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable principles of conflicts of law). The Parties irrevocably and unconditionally agree that any action or proceeding arising out of this Lease shall be brought solely in a state court of competent jurisdiction sitting in Lubbock County, Texas, and that this Lease shall be construed as requiring performance and as performable in Lubbock County, Texas. The Parties hereby agree and consent to such jurisdiction, venue, and forum pursuant to TEXAS CIVIL PRACTICE AND REMEDIES CODE § 15.035 or later amended versions of that provision.

12.9 Legal Representation of the Parties. This Lease was negotiated by the Parties with the benefit of legal representation or the opportunity for such representation, and any rule of construction or interpretation otherwise requiring this Lease to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

12.10 Successors and Assigns. The rights, benefits, and obligations of Sellers under this Lease and all covenants and agreements pertaining thereto shall be assignable by Sellers and shall inure to the benefit of and be enforceable by or against its successors and permitted assigns. Neither this Lease nor any rights or obligations hereunder shall be assigned or assignable by Buyer. This Lease shall be binding upon the Parties and their respective heirs, personal representatives, administrators, trustees, successors, and permitted assigns.

12.11 Consent to Digital Communications, Documents & Signatures. By providing an email address, the Parties hereby consent to receive all documents, communications, notices, or other material, necessary or otherwise, by electronic means including, but not limited to, cloud sharing services, email, Bluetooth®, or other digital device or communication mediums. Such communications made through the services of third-parties such as, but not limited to, cloud sharing providers, email providers or hosts, internet providers, or other digital communication services or parties, shall not be considered a breach of any terms of this Lease. The Parties hereby acknowledge and authorize the use of digital communications notwithstanding the inherent confidentiality, cybersecurity, privacy, and disclosure risks. The Parties hereby consent to the use of Digital Documents and Signatures including, but not limited to, digital formats such as PDF; PNG, JPEG, GIF, and other image-file formats, facsimile, or other digital or electronic file formats, as well as digital images of a handwritten signature or encrypted digital signatures created through or maintained by third-party e-signature programs, software, or providers. A Digital Document or Signature by a Party shall be treated as an original writing, and shall be given equal dignity as a hard-copy writing or communication. This consent shall be considered express consent and authorization for the use of electronic signatures and electronic transactions under the *Electronic Signatures in Global and National Commerce Act (E-Sign)* and the *Texas Uniform Electronic Transactions Act*.

12.12 Counterpart Signature. This Lease may be executed by the Parties in counterparts, no one of which need be executed by all Parties. Each such counterpart shall be treated with equal dignity and deemed an original instrument, and all counterparts shall together constitute one and the same instrument, and any of the Parties may execute this Lease by signing any of the counterparts.

12.13 Signatories' Authority. The Parties each represent that they are persons or entities duly authorized to conduct business, and the agent signing below has been duly authorized to execute this Lease and effectuate its terms.

12.14 Notices & Writing. Any notices or writings required or permitted under the terms of this Lease shall be provided to the Parties using the contact information provided below:

Landlord: ***The City of Lubbock***
Jarrett Atkinson, City Manager
1314 Avenue K,
Lubbock, Texas 79401
Phone: 806.775.2016
Email: jatkinson@mylubbock.us
With copy to:
Amy Sims, Deputy City Attorney
1314 Avenue K,
Lubbock, Texas 79401
Phone: 806.775.2220
Email: asims@mail.ci.lubbock.tx.us

Tenant: **Mr. Samuel Cullen Arnett III** and **Mrs. Abby Quinn**,
806 Avenue J
Lubbock, Texas 79401
&
4903 21st Street
Lubbock, Texas 79407
With copy to:
Mr. Zachary Brady & Mr. Garrett Coutts
1602 13th Street,
Lubbock, TX 79401
Phone: 806.771.1850
Email: zach@bhlawgroup.com & garrett@bhlawgroup.com

If mailed, notices and writing shall be deemed given when deposited in the United States Postal Service, postage prepaid, addressed to the receiving Party at the address specified herein. If electronically provided, such notices and writings shall be deemed delivered when transmitted from the electronic-mail service, program, application, or carrier of the sending Party. A Party may change the Party's mailing address or electronic-contact information by giving written notice of the change to the other Party.

12.15 Background and/or Recitals. The Background and/or Recitals stated herein are incorporated in the binding terms of this Lease for all purposes.

12.16 Memorandum of Lease. At either Party's request, the other Party or Parties shall execute a Memorandum of Lease for purposes of recording, in the real-property records of each county in which the real property which is the subject of this Lease is located, to reflect the existence, general terms, and effect of this Lease.

In testimony whereof, the Parties executed this Lease on the dates indicated below.

[The remainder of this page is intentionally left blank. Signatures follow.]

**LANDLORD:
THE CITY OF LUBBOCK:**

Mark McBrayer, Mayor

Date: _____

Courtney Paz, City Secretary

Date: _____

TENANT:

Samuel Cullen Arnett III

Samuel Cullen Arnett III

Date: 10-24-24

Abby Quinn

Abby Quinn

Date: 10-23-24

Exhibit A

Ranch: Approx. 1471 acres commonly known as the V-8 Ranch in Lubbock County, Texas, save and except the approx. 0.25-acre cell tower site located in the SW corner of the Ranch immediately east of Southeast Drive, and access thereto.

[To be supplemented after survey]

Exhibit B

Lease Agreement Renewal

This *Lease Agreement Renewal* is entered into on the last date of signing by all Parties as indicated below, by and between the landowners, *The City of Lubbock*, whose address is 1314 Avenue K, Lubbock, Texas 79401 ("*Landlord*"), and the tenants, *Mr. Samuel Cullen Arnett III* and *Mrs. Abby Quinn*, whose address is 806 Avenue J, Lubbock, Lubbock County, Texas 79401 and 4903 21st Street, Lubbock, Lubbock County, Texas 79407, respectively (collectively "*Tenant*"), Landlord and Tenant being collectively referred to as the "*Parties*" and separately at "*Party*." This Lease Renewal shall be referred to as "*Renewal*" herein.

By executing this Renewal below, Landlords and Tenant agree to a one-crop-year (1 crop year) term renewal of the original Lease Agreement entered into by Landlords and Tenant in 20____, which is adopted and incorporated herein in full ("*Lease Agreement*").

All terms of the original Lease Agreement are binding upon and applicable to the Parties executing this Renewal.

LANDLORD:
THE CITY OF LUBBOCK:

Date: _____

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Jarrett Arkinson, City Manger

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

TENANT:


Samuel Cullen Arnett III

Date: 10-24-24


Abby Quinn

Date: 10-23-24

Please record and return to:

Brady & Hamilton, L.L.P.; Attn: Garrett Coutts; 1602 13th Street, Lubbock, Texas 79401

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

SPECIAL WARRANTY DEED

Date: _____, 2024

Grantors: *Arnett Family Partnership, LP*
806 Avenue J
Lubbock, Lubbock County, Texas 79401

Mary Jane Holmes;
2530 S. Wallis Smith Blvd
Springfield, Greene County, Missouri 65804

Karen Dreyer;
15013 Linden St
Leawood, Johnson County, KS 66225

Abby Quinn; and
4903 21st Street
Lubbock, Lubbock County, Texas 79407

Abby Quinn, as Guardian of the Estate of William Flygare
4903 21st Street
Lubbock, Lubbock County, Texas 79407

Grantee: *The City of Lubbock*
1314 Avenue K,
Lubbock, Texas 79401

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged.

Property (including any improvements):

All of Sellers' right, title, and interest, subject to the terms herein, in the approx. 1,471.16 acres known as the "*V-8 Ranch*", as further described in Exhibit A attached hereto and incorporated herein for all purposes.

Please record and return to:

Brady & Hamilton, L.L.P.; Attn: Garrett Coutts; 1602 13th Street, Lubbock, Texas 79401

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made subject to any and all easements, rights-of-way, and prescriptive rights, whether of record or not; all effective covenants, conditions, restrictions, mineral reservations or severances, oil leases, gas lease, mineral leases, water-rights reservations or severances, water-rights leases, wind-rights reservations or severances, and wind-rights leases of record in the records of the County Clerk of Lubbock County, Texas, and all of those visible or apparent upon the ground and in use; as well as all other instruments, other than liens and conveyances, that affect the Property or rights of adjoining owners; and any discrepancies, conflicts, or shortages in area or boundary lines; as well as any encroachments or overlapping of improvements; and any rights of adjoining owners in any fences situated on a common boundary.

Grant & Warranty:

Grantors, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantors bind Grantors and Grantors' heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantors but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Except for the Special Warranty expressly provided herein, all warranties that might arise by common law as well as the warranties or covenants in TEXAS PROPERTY CODE § 5.023 (or its successor) are excluded. Grantee takes the property AS-IS and with all faults.

Taxes:

Grantee assumes and agrees to pay taxes for 2024 as well as subsequent assessments for that and prior years due to change in land usage, ownership, or both.

Grantee's Covenants And Conditions:

Lake Covenant. In the event Grantee constructs a lake on the Property ("***Lake***"), Grantee agrees to and affirmatively asserts the following covenants ("***Lake Covenants***"):

1. To name any dam for such Lake the "***Samuel C. Arnett Dam***";
2. To name the Lake the "***V-8 Ranch Lake***"; and
3. To name any park or recreational area associated with the Lake as the "***V-8 Ranch Park***".

Lease Covenant. On or before the execution of this instrument, Grantee ("***Lessor***" for purposes of this Lease Covenant) shall grant to ***Mr. Samuel Cullen Arnett III*** and ***Mrs. Abby Quinn, individually with such grant benefitting either or both of them jointly*** (collectively "***Agricultural Lessees***") a Lease ("***Agricultural Lease***") of the Property

Please record and return to:

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subject to the following terms:

1. A 5-year term;
2. Consideration for the Agricultural Lease from Agricultural Lessees to Lessor is reflected in the Sales Prices herein;
3. Buyer shall allow Lessees a holdover period or periods of all or a portion of the Ranch, each in a term of at least one year, at mutually agreeable market value lease rates, at the end of the 5-year Agricultural Lease term so long as Lessor does not require the Ranch for construction of the Lake;
4. The Agricultural Lease shall allow ranching, agricultural, and recreational activities by Agricultural Lessees as well as their guests and assignees;
5. The Agricultural Lease shall allow the Cattle Baron's Ball fundraising event, as currently titled but regardless of any changes in name or sponsor in the future, to continue to be held on the Ranch during the duration of the Agricultural Lease subject to Lessees' sole and absolute discretion;
6. The Agricultural Lease shall permit each Lessee to unilaterally terminate the Agricultural Lease regarding such Lessee's interest therein with or without cause at any time upon thirty (30) days prior written Notice to Lessor and such termination shall relieve such Lessee of obligations and liabilities of the Agricultural Lease;
7. However, the Agricultural Lease may require Agricultural Lessees to procure commercially reasonable liability insurance in an amount and form necessary to conduct any activities on the Ranch at the Lessors' s sole discretion; and
8. During the duration of the Agricultural Lease, the Lessor may enter the Ranch to conduct any and all activities in relation to lake planning and construction. Such entry will use customary gate protocols and, upon the Lessor giving reasonable notice of activities that would require moving of livestock, the use of heavy equipment on the Ranch. Such entry terms will be more fully set out in the Agricultural Lease.

The Lake Covenants and Lease Covenants each shall (1) run with the land, (2) bind any successive owners of the Property and all Grantee's successors or assigns(subject to the Conveyance Restriction herein), and (3) shall benefit all Grantor's successors and assigns.

Property-Repurchase Rights – OPTION TO PURCHASE:

In the event the Lake is not built on the Property within 10 years of Grantee's acquiring final regulatory approval to build the Lake on the Property, the Grantors, or their respective successors and assigns, shall have an Option to Repurchase ("**Option**") the Property pursuant to the following terms:

1. Grantee will provide Notice to Grantor and to Zach Brady, Brady & Hamilton, LLP of such final regulatory approval within 90 days of receiving same ("**Regulatory Notice**");
2. Grantors, or their respective successors and assigns, shall deliver written notice to the Grantee exercising the Option to Purchase no later than 30 days after receipt of the Regulatory Notice ("**Option Notice**");

Please record and return to:

Brady & Hamilton, L.L.P.; Attn: Garrett Coutts; 1602 13th Street, Lubbock, Texas 79401

3. The Option purchase prices shall be the fair market value ("**FMV**") of the Property at the time the Option is exercised. The FMV shall be determined by an appraisal at Grantee's expense. Such appraisal shall establish the FMV unless within five business days from the receipt of such appraisal Grantor objects to the appraised value and orders or otherwise schedules an appraisal at Grantors' expense. Such second appraisal shall be completed within 30 days of the receipt of the first appraisal or Grantors' objections shall be considered waived and the value of the first appraisal shall be the sales price. Such second appraisal shall establish the FMV unless within five days business days following the receipt of the second appraisal, if any, Grantee objects to the appraised value. Should Grantee object, a third appraiser shall be selected by mutual agreement of the first two appraisers and a third appraisal shall be conducted with the costs of such appraisal split evenly between Grantors and Grantee. The value established by the third appraisal shall be the sales price unless within five business days from the receipt of such appraisal Grantor objects to the appraised value. Should Grantor so object, Grantor may terminate the Regulatory Notice and any other agreement or instrument between Grantor and Grantee regarding the exercise of the Option and re-purchase of the Ranch. Should Grantor fail to object or choose to accept such appraisal, Grantor shall have a period of time not to exceed 90 days from the time such FMV is finally established by appraisal to make arrangements for suitable financing or other necessary arrangements to close the purchase. Grantee shall pay for and provide a standard Title Insurance Policy for the benefit of Grantor. Other terms of the sale shall be as agreed among and between Grantor and Grantee;
4. Such Option may only be exercised for the entirety of the Property interests conveyed by Grantors to Grantee herein; and
5. Such Option shall be a right held individually by each Grantor which may be exercised by any one or more of them individually or collectively. If more than one Grantor chooses to exercise the Option, each Grantor shall receive their pro rata share of undivided ownership interests in the Property among those so choosing to exercise the Option, unless other ownership structures are agreed among any one or more of the Grantors so exercising the Option.

These covenants and Option shall (1) run with the land, (2) bind any successive owners of the Property and all Grantee's successors or assigns (subject to the Conveyance Restriction herein), and (3) shall benefit all Grantor's successors and assigns.

Restrictive Covenant regarding Transfer or Conveyance ("Conveyance Restriction"):

Other than the Option set forth herein, Grantee agrees that for a period of no less than 50 years after the date hereof it will not sell any portion of the Property to any other party. This covenant shall (1) run with the land, (2) bind any successive owners of the Property and all Grantee's successors or assigns (subject to the Conveyance Restriction herein), and (3) shall benefit all Grantor's successors and assigns.

Please record and return to:

Brady & Hamilton, L.L.P.; Attn: Garrett Coutts; 1602 13th Street, Lubbock, Texas 79401

General Terms:

Calculating Time of Performance. If the time period for the performance of any act called for under this instrument falls or expires on a day other than a Business Day, the act in question may be performed on the next succeeding Business Day. A “*Business Day*” shall mean Monday through Friday with the exception of U.S. federal holidays.

Consent to Digital Communications, Documents, and Signatures. This document may be executed, recorded, or otherwise evidenced using Digital Documents and Signatures including, but not limited to, digital formats such as PDF; PNG, JPEG, GIF, and other image-file formats, facsimile, or other digital or electronic file formats, as well as digital images of a handwritten signature or encrypted digital signatures created through or maintained by third-party e-signature programs, software, or providers. A Digital Document or Signature by a Party shall be treated as an original writing, and shall be given equal dignity as a hard-copy writing or communication. This consent shall be considered express consent and authorization for the use of electronic signatures and electronic transactions under the *Electronic Signatures in Global and National Commerce Act (E-Sign)* and the *Texas Uniform Electronic Transactions Act*.

Counterparts. This document may be executed in counterparts. Each of which shall be combined, and when so combined, shall collectively be treated as an original, and any of the Parties to this instrument may execute this instrument by signing any of the counterparts.

Rules of Construction. The use of either the singular or the plural number shall be interpreted to include the other number, unless such an interpretation in a particular case is inconsistent with the general tenor of this instrument. Any reference to an individual person shall be interpreted to reference an entity, Trust, or Estate when necessary, unless such an interpretation in a particular case is inconsistent with the general tenor of this instrument. Any references herein relating to either Party shall include her/his/its permitted successors or assigns regardless of the gender or business organization or legal structure of the successor/assign. Unless the context requires otherwise: (a) the word “*including*” means “*including, without limitation*”; (b) the term “*shall*” means mandatory or required, (c) the terms “*hereof*,” “*hereto*,” “*herein*,” “*hereunder*,” “*hereby*,” and “*herewith*” and words of similar import shall, unless otherwise stated, be construed to refer to this instrument as a whole and not to any particular provision of this instrument; (d) references to Captions, Headings, Articles, or Sections refer to Captions, Headings, Articles, or Sections of this instrument; (e) a reference to any law or the “*law*” generally means such law as existed at the time of the execution of this instrument; (f) references to Exhibits are to the Exhibits attached to this instrument, each of which is made a part hereof and incorporated herein for all purposes; and (g) this instrument shall not be construed more or less favorably between the Parties by reason of authorship or origin of language.

Disclaimer and Disclosure Regarding Title Examination:

This deed was prepared by ***Brady & Hamilton, LLP*** but title was not examined by ***Brady***

Please record and return to:

Brady & Hamilton, L.L.P.; Attn: Garrett Couts; 1602 13th Street, Lubbock, Texas 79401

& Hamilton, LLP. Brady & Hamilton, LLP makes no representation as to title to the Property.

[The remainder of this page is intentionally left blank.]

Please record and return to:

Brady & Hamilton, L.L.P.; Attn: Garrett Coutts; 1602 13th Street, Lubbock, Texas 79401


Arnett Family Partnership, LP


By: Arnett Family Management, LLC, its General
Partner, Samuel Cullen Arnett III, Manager

STATE OF TEXAS §

COUNTY OF Lubbock §

Samuel Cullen Arnett III, Manager of Arnett Family Management, LLC, General
Partner of Arnett Family Partnership, LP personally (personally or
electronically/online) appeared and acknowledged this instrument before me pursuant to TEXAS
CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written, on the 24th day
of October, 2024.




NOTARY PUBLIC, STATE OF TEXAS
My commission expires: 8/8/27

[The remainder of this page is intentionally left blank. Signatures follow.]

Please record and return to:

Brady & Hamilton, L.L.P.; Attn: Garrett Coutts; 1602 13th Street, Lubbock, Texas 79401

Mary Jane Holmes
Mary Jane Holmes

STATE OF Missouri §

COUNTY OF Douglas §

Mary Jane Holmes personally (personally or electronically/online) appeared and acknowledged this instrument before me pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written, on the 24th day of October, 2024.

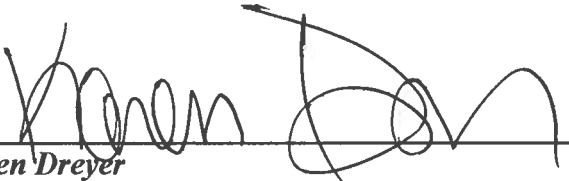


Calee Sue Dollarhide
NOTARY PUBLIC, STATE OF ~~TEXAS~~ MO CD
My commission expires: 03/12/2027

[The remainder of this page is intentionally left blank. Signatures follow.]

Please record and return to:

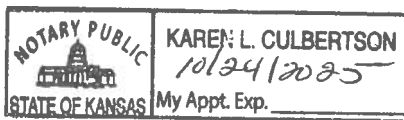
Brady & Hamilton, L.L.P.; Attn: Garrett Couts; 1602 13th Street, Lubbock, Texas 79401




Karen Dreyer

KANSAS KLC
STATE OF ~~TEXAS~~ §
COUNTY OF *Dallas* §

Karen Dreyer _____ (personally or electronically/online) appeared and acknowledged this instrument before me pursuant to ~~TEXAS~~ *KANSAS KLC* CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written, on the *23* day of *OCTOBER*, 2024.





NOTARY PUBLIC, STATE OF ~~TEXAS~~ *KANSAS (KLC)*
My commission expires: *10/24/2025*

[The remainder of this page is intentionally left blank. Signatures follow.]

Please record and return to:

Brady & Hamilton, L.L.P.; Attn: Garrett Coutts; 1602 13th Street, Lubbock, Texas 79401

Abby Quinn
Abby Quinn

STATE OF TEXAS §

COUNTY OF Lubbock §

Abby Quinn personally (personally or electronically/online) appeared and acknowledged this instrument before me pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written, on the 23rd day of October, 2024.



Cassie Griffin
NOTARY PUBLIC, STATE OF TEXAS
My commission expires: 8/8/27

[The remainder of this page is intentionally left blank. Signatures follow.]

Please record and return to:

Brady & Hamilton, L.L.P.; Attn: Garrett Coutts; 1602 13th Street, Lubbock, Texas 79401

Abby Quinn, guardian William Flygar
Abby Quinn,
as Guardian of the Estate of William Flygar
(Cause No. 2013-784,791, Lubbock County, Texas)

STATE OF TEXAS §

COUNTY OF Lubbock §

Abby Quinn, as Guardian of the Estate of William Flygar, personally
(personally or electronically/online) appeared and acknowledged this instrument before me
pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written,
on the 23rd day of October, 2024.



Cassie Griffin
NOTARY PUBLIC, STATE OF TEXAS
My commission expires: 8/8/27

[The remainder of this page is intentionally left blank. Signatures follow.]

Please record and return to:

Brady & Hamilton, L.L.P.; Attn: Garrett Coutts; 1602 13th Street, Lubbock, Texas 79401

The City of Lubbock

Mark McBrayer, Mayor

STATE OF TEXAS §

COUNTY OF _____ §

Mark McBrayer, Mayor of the City of Lubbock, _____ (personally or electronically/online) appeared and acknowledged this instrument before me pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written, on the _____ day of _____, 2024.

NOTARY PUBLIC, STATE OF TEXAS

My commission expires: _____

[The remainder of this page is intentionally left blank. Signatures follow.]

Please record and return to:

Brady & Hamilton, L.L.P.; Attn: Garrett Coutts; 1602 13th Street, Lubbock, Texas 79401

The City of Lubbock

Courtney Paz, City Secretary

STATE OF TEXAS §

COUNTY OF _____ §

Courtney Paz, City Secretary of the City of Lubbock, _____ (personally or electronically/online) appeared and acknowledged this instrument before me pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE Section 121.006, as it is currently written, on the _____ day of _____, 2024.

NOTARY PUBLIC, STATE OF TEXAS

My commission expires: _____

[The remainder of this page is intentionally left blank. Exhibit A follows.]

Please record and return to:

Brady & Hamilton, L.L.P.; Attn: Garrett Couts; 1602 13th Street, Lubbock, Texas 79401

EXHIBIT A

Approx. 1471 acres commonly known as the V-8 Ranch in Lubbock County, Texas, save and except the approx. 0.25-acre cell tower site located in the SW corner of the Ranch immediately east of Southeast Drive, and access thereto.

[To be supplemented after survey]