

City of Lubbock, Texas
Regular City Council Meeting
November 12, 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.

1:00 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. Central Business District

1. 1. 2. East 19th Street Improvement Project

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. Central Business District
1. 3. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described herein above.
1. 3. 1. Central Business District
1. 3. 2. East 19th Street Improvement Project

Adjourn from Executive Session

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

2. Ceremonial Items

2. 1. Invocation
2. 2. Pledges of Allegiance

Call to Order

3. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on November 12, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**
4. **Minutes**
4. 1. Minutes - October 22, 2024 Regular City Council Meeting

5. **Consent Agenda - Items considered to be routine are enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.**
5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-O0145, 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.
5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 3, amending the FY 2024-25 Budget for municipal purposes respecting the Grant Fund related to Public Health Services; providing for filing; and providing for a savings clause.
5. 3. **Resolution - Finance:** Consider a resolution giving approval for the Public Finance Authority to issue Tax-Exempt Multi-family Housing Revenue Bonds for the construction of new multifamily residential rental housing located at the southwest corner of the intersection of Queens Street and North Quaker Avenue.
5. 4. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcel 28), on the south side of 82nd Street between Elm Avenue and Ivory Avenue, to be utilized for the 82nd Street and Martin Luther King, Jr. Boulevard Project, which is a portion of the 2022 Street Bond Project.
5. 5. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas, (Parcel 11), on the north side of 34th Street, across from Rochester Avenue, to be utilized for the 34th Street - Upland Avenue to Milwaukee Avenue Project, which is a portion of the 2022 Street Bond Project.
5. 6. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 12), on the north side of 34th Street, between Rochester Avenue and Quincy Avenue, to be utilized for the 34th Street - Upland Avenue to Milwaukee Avenue Project, which is a portion of the 2022 Street Bond Project.

5. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 14), on the north side of 34th Street, between Rochester Avenue and Quincy Avenue, east of Parcel 12, to be utilized for the 34th Street - Upland Avenue to Milwaukee Avenue Project, which is a portion of the 2022 Street Bond Project.
5. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 15), on the north side of 34th Street, between Rochester Avenue and Quincy Avenue, east of Parcel 14, to be utilized for the 34th Street - Upland Avenue to Milwaukee Avenue Project, which is a portion of the 2022 Street Bond Project.
5. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Real Estate Sales Contract, and all related documents, by and between the City of Lubbock and Lubbock Main Center, Ltd., for the sale of real property located in Lots 1, 2, 3, 4, and 5 in Block 100, Original Town Addition of Lubbock, Lubbock County, Texas, at 1309 10th Street.
5. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing and directing the Mayor to accept, for and on behalf of the City of Lubbock, an Underground Electrical Utility Easement, and all related documents, in connection with certain real property located in Section 10, Block E, Lubbock County, Texas, on the east side of University Avenue, south of 112th Street.
5. 11. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 18191, and all related documents, by and between the City of Lubbock and HDR Engineering, Inc., for Lake Alan Henry erosion maintenance alternatives analysis.
5. 12. **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.
5. 13. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract 17076, and all related documents, with Utility Contractors of America, Inc., for the Downtown Sewer Interceptor Rehabilitation Project.
5. 14. **Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 18032, with Blue Sky Plumbing Corporation, to excavate and clean out water meter boxes to prevent debris from entering the City service line and customer service line.

5. 15. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Purchase Order 10027929, with Officewise Commercial Interiors, for the purchase and installation of a Furniture, Fixtures, and an Equipment Package for the new Police Department Forensic Property Facility.
5. 16. **Resolutions - Facilities Management:** Consider two resolutions authorizing the Mayor to execute Contract 18422, with Red River Remediation, and Contract 18143, with 1 Priority Environmental Services, LLC, for asbestos abatement services for demolitions and renovation projects.
5. 17. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Purchase Order 25101819, with Utility Associates, Inc., for body-worn and in-car cameras for the Airport Police Department at Lubbock Preston Smith International Airport.
5. 18. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a Purchase Agreement, by and between the City of Lubbock and the City of Albuquerque, for the transfer of Genfare Fast Fare fareboxes.
5. 19. **Resolution - Human Resources:** Consider a resolution authorizing the City Manager, or his designee, to execute a Memorandum of Understanding, and all related documents, with the Office of the Under Secretary of Defense for Personnel and Readiness of the U.S. Department of Defense for post-service job and employment skills training, including apprenticeships and internships.
5. 20. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0146, 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.
5. 21. **Resolution - Business Development:** Consider a resolution authorizing a program or expenditure of Market Lubbock, Inc., to be provided to Goodwill Industries of Lubbock, Inc. dba Goodwill Industries of Northwest Texas, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 22. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Pickering Real Estate Holdings, LLC, located at 1211 Avenue F, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 23. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Pickering Real Estate Holdings, LLC, located at 1211 Avenue F, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 24. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Pat Kelly Properties, located at 1101 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 25. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Pat Kelly Properties, located at 1101 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 26. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Pat Kelly Properties, located at 1310 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 27. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Pat Kelly Properties, located at 1310 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 28. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Contract 18353, with SRH Landscapes, LLC, for the construction of new walking trails at twelve City of Lubbock parks.
5. 29. **Resolutions - Fleet Services:** Consider two resolutions authorizing the Mayor to execute Contract 18247, with B King Ventures, LLC, dba Clear-Vu Auto Glass, and Contract 18447, with Phares Auto Glass, Inc., dba Auto Glass Co., for windshield and window repair services for City of Lubbock vehicles and equipment.

6. **Regular Agenda**

6. 1. **Board Appointments - City Secretary:** Consider appointments to the Keep Lubbock Beautiful Advisory Committee.
6. 2. **Ordinance 1st Reading - Business Development:** Consider an ordinance designating the North Park Development area as Tax Increment Reinvestment Zone No. 4; establishing a Board of Directors; establishing an effective date; establishing a Tax Increment Fund for the North Park TIF District; providing a severability clause; and enacting other matters related thereto.



Information

Agenda Item

Minutes - October 22, 2024 Regular City Council Meeting

Item Summary

October 22, 2024 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

10.22.2024

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
October 22, 2024
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 22nd of October, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 3:00 p.m.

3:01 P.M. CITY COUNCIL CONVENED

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

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

Absent: Council Member Gordon Harris

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

• Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.22; 5.24-5.26; 5.23; and 6.1-6.7.

1. Executive Session

The meeting recessed at 3:02 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 4:11 p.m., and the meeting was called to order at 4:14 p.m.

- 1. 1.** Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
- 1. 1. 1.** Central Business District
- 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.** Central Business District
- 1. 2. 2.** Uptown West, Tract A

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 Planning & Zoning Commission.
1. 4. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations or to deliberate an offer of a financial or other incentive to such business prospect.
1. 4. 1. Central Business District

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

City Council reconvened at 4:11 p.m.

2. Ceremonial Items

2. 1. Invocation

Pastor Darlene Hopkins, Shepherd King Lutheran Church, led the invocation.

2. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Christy Martinez-Garcia.

Call to Order

The meeting was called to order at 4:14 p.m.

3. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 3:00 p.m. on October 22, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

No one appeared to speak.

4. Minutes

4. 1. September 24, 2024 Regular City Council Meeting
September 26, 2024 Special City Council Meeting - Joint Planning and Zoning Commission Meeting

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve the September 24, 2024 Regular City Council Meeting minutes and the September 26, 2024 Special City Council Meeting - Joint Planning and Zoning Commission Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Gordon Harris (ABSENT)

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

Motion by Council Member Tim Collins, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve items 5.1-5.22 and 5.24-5.26.

Vote: 6 - 0 Motion carried

Other: Council Member Gordon Harris (ABSENT)

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** 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.
5. 2. **Resolution - Finance:** Resolution No. 2024-R0480 authorizing the Mayor to execute an Interlocal Agreement between the City of Lubbock and the Lubbock Central Appraisal District, for the collection of assessments levied on property within the Cypress Ranch Public Improvement District.
5. 3. **Ordinance 2nd 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.
5. 4. **Resolution - Right-of-Way:** Resolution No. 2024-R0481 authorizing the Mayor to execute a Pipeline Easement Agreement, and all related documents, by and between the City of Lubbock and Atmos Energy Corporation, for an existing natural gas pipeline on Tract 1, north of Municipal Drive and east of I-17, Tract 2, south of Municipal Drive, between I-27 and Cesar Chavez Drive, Tract 3, north of Marsh Sharp Freeway and east of I-27, Tract 4, north of 19th Street and east of Southeast Drive, Tract 6, north of 82nd Street, between Guava Avenue and Olive Avenue.

5. 5. **Resolution - Right-of-Way:** Resolution No. 2024-R0482 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcel 30), south of 82nd Street and west of Martin Luther King (MLK), Jr. Boulevard, to be utilized for the 82nd Street and MLK Jr. Boulevard Project, which is a portion of the 2022 Street Bond Project.
5. 6. **Resolution - Right-of-Way:** Resolution No. 2024-R0483 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, two (2) Street, Public Use, and Right-of-Way Deeds, and all related documents, in connection with certain real property located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcels 16 and 17), at 82nd Street and Avenue D and 82nd Street and Avenue F, to be utilized for the 82nd Street and Martin Luther King, Jr. Boulevard Project, which is a portion of the 2022 Street Bond Project.
5. 7. **Resolution - Right-of-Way:** Resolution No. 2024-R0484 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Tract A of Nelson Electric Addition to the City of Lubbock, Lubbock County, Texas (Parcel 34), east of the Martin Luther King (MLK), Jr. Boulevard between 74th Street and 76th Street, to be utilized for the 82nd Street and MLK, Jr. Boulevard Project, which is a portion of the 2022 Street Bond Project.
5. 8. **Resolution - Right-of-Way:** Resolution No. 2024-R0485 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Lot 2, Block 16, of the Trigg Heights Addition to the City of Lubbock, Lubbock County, Texas (Parcel 9), north of 82nd Street between King Avenue and Ivory Avenue, to be utilized for the 82nd Street and Martin Luther King, Jr. Boulevard Project, which is a portion of the 2022 Street Bond Project.
5. 9. **Resolution - Right-of-Way:** Resolution No. 2024-R0486 rejecting any and all bids received for the purchase of Tract B of Fire Station #1, pursuant to Invitation to Bid (ITB)-24-18043-MA, and orders that no contract be entered into pursuant to said ITB.
5. 10. **Resolution - Right-of-Way:** Resolution No. 2024-R0487 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Sewer Line Easement Deed, and all related documents, in connection with certain real property located in Section 19, Block AK, Lubbock County, Texas, on the west side of Milwaukee Avenue, south of 114th Street.
5. 11. **Resolution - Right-of-Way:** Resolution No. 2024-R0488 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Drainage Easement Deed, and all related documents, in connection with certain real property located in Tract "A-1-A" of Abbey Commercial Addition to the City of Lubbock, Lubbock County, Texas, on the west side of Slide Road, between 109th Street and 111th Street.
5. 12. **Resolution - Engineering:** Resolution No. 2024-R0489 authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract No. 17752, with Parkhill, Inc., for engineering services for the Southeast Water Reclamation Plant 4 - Primary Clarifier Rehabilitation.

- 5. 13. Resolution - Engineering:** Resolution No. 2024-R0490 authorizing the Mayor to approve the Annual Progress Report on the Floodplain Management Plan, and updates to the Mitigation Actions listed in the Lubbock County Multi-Jurisdictional Hazard Mitigation Plan.
- 5. 14. Ordinance 2nd Reading - Planning:** Ordinance No. 2024-O0137, accepting 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-O0054) 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
- 5. 15. Resolution - Planning:** Resolution No. 2024-R0491 approving the Rules of Procedure for the Zoning Board of Adjustment, as required by Section 211.008(e) of the Texas Local Government Code.
- 5. 16. Ordinance 2nd 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.

5. 17. **Resolution - Public Works Water Utilities:** Resolution No. 2024-R0492 authorizing the Mayor to execute the Sixth Amendment to the Raw Water Lease, between the City of Lubbock and the Lake Alan Henry Water District.
5. 18. **Resolution - Public Health Services:** Resolution No. 2024-R0493 authorizing the Mayor to execute Department of State Health Service Grant Agreement Contract No. HHS001326300014, and all related documents, by and between the City of Lubbock and the State of Texas Department of State Health Services, under the HIV Prevention Services Grant Program.
5. 19. **Resolution - Public Health Services:** Resolution No. 2024-R0494 authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, to participate in an inter-agency collaborative effort and serve as an essential link for medication-assisted treatment services within the community.
5. 20. **Resolution - Public Health Services:** Resolution No. 2024-R0495 authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, related to Outreach, Screening, Assessment, and Referral, to participate in an inter-agency collaborative effort and serve as an essential link between prevention, intervention, and treatment services within the community.
5. 21. **Resolution - Public Health Services:** Resolution No. 2024-R0496 authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, related to Substance Use Disorder Treatment for Adults.
5. 22. **Resolution - Public Health Services:** Resolution No. 2024-R0497 authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, related to Substance Use Disorder Treatment for Youth.
5. 23. **Resolution - Human Resources Health Benefits:** Resolution No. 2024-R0501 authorizing the City Manager, for and on behalf of the City of Lubbock, to purchase and renew a reduced premium for specific stop loss insurance coverage, renegotiated increased prescription rebates, and an administration credit from BlueCrossBlueShield of Texas, to reduce health benefit costs while maintaining essential services.

Elizabeth Lara, director of human resources, gave a presentation and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0501.

Vote: 6 - 0 Motion carried

Other: Council Member Gordon Harris (ABSENT)

5. 24. **Resolution - Business Development:** Resolution No. 2024-R0498 authorizing the Mayor to execute Amendment No. 1 to Memorandum of Understanding, Contract No. 17603, between the Central Business District Tax Increment Financing Zone and HTG Lubbock, LLC, for utility and storm water infrastructure construction and relocation, for the Inn Town Lofts Project at 1202 Main Street in Downtown, Lubbock, Texas.
5. 25. **Resolution - Business Development:** Resolution No. 2024-R0499 authorizing the Mayor to execute a Memorandum of Understanding between the Central Business District Tax Increment Financing Zone Advisory Board and SIMFLO, LLC, for funding a portion of overhead utility relocation at 619 Broadway and adjacent properties in Downtown, Lubbock, Texas.
5. 26. **Resolution - Police Department:** Resolution No. 2024-R0500 authorizing the Mayor to execute Purchase Order 10027892, with Flock Group, Inc., for equipment and software to enable the Police Department to identify and track vehicles affiliated with acts of violence and/or criminal acts.
6. **Regular Agenda**
6. 1. **Board Appointments - City Secretary:** Consider appointments to the Planning & Zoning Commission.

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

Motion by Council Member David Glasheen, seconded by Council Member Dr. Jennifer Wilson, to reappoint Brandon Hardaway; and appoint Tarek Redwan to replace Zach Sawyer, Robert Wood to replace Jordan Wheatley, and Drew Gray to replace Susan Tomlinson, to the Planning and Zoning Commission.

Vote: 5 - 1 Motion carried

NAY: Mayor Pro Tem Christy Martinez-Garcia

Other: Council Member Gordon Harris (ABSENT)

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Mayor Mark W. McBrayer, to amend the recommendations for appointments to the Planning and Zoning Commission to include the appointment of Abigail Fleischmann, Tarek Redwan, and Robert Wood; and to reappoint Brandon Hardaway.

Vote: 2 - 4 Failed

NAY: Council Member Tim Collins

Council Member David Glasheen

Council Member Brayden Rose

Council Member Dr. Jennifer Wilson

Other: Council Member Gordon Harris (ABSENT)

- 6. 2. Public Hearing - Business Development:** Hold a public hearing to consider the creation of a Public Improvement District for Highland Oaks, which covers a portion of an area in Lubbock County, Texas, generally bounded by 146th Street to the north, Slide Road to the east, Woodrow Road 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.

Mayor McBrayer opened the public hearing at 4:35 p.m.

Tim Goebel, board secretary of the Highland Oaks Homeowners Association, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 4:42 p.m.

- 6. 3. Public Hearing - Planning (District 5):** 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.

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

Mayor McBrayer opened the public hearing at 4:43 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 4:55 p.m.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Ordinance No. 2024-O0140.

Vote: 6 - 0 Motion carried

Other: Council Member Gordon Harris (ABSENT)

- 6. 4. Public Hearing - Planning (District 1):** 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.

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

Council.

Mayor McBrayer opened the public hearing at 4:43 p.m.

Amanda King, with DLC Designs, LLC, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 4:55 p.m.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Ordinance No. 2024-O0141.

Vote: 6 - 0 Motion carried

Other: Council Member Gordon Harris (ABSENT)

- 6. 5. Public Hearing - Planning (District 2):** Ordinance No. 2024-O0142, 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.

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

Mayor McBrayer opened the public hearing at 4:43 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 4:55 p.m.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Ordinance No. 2024-O0142.

Vote: 6 - 0 Motion carried

Other: Council Member Gordon Harris (ABSENT)

- 6. 6. Public Hearing - Planning (District 4):** 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.

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

Mayor McBrayer opened the public hearing at 4:43 p.m.

Ghaleb Hammoud, with HNB Management Company, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 4:55 p.m.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Ordinance No. 2024-O0143.

Vote: 6 - 0 Motion carried

Other: Council Member Gordon Harris (ABSENT)

- 6. 7. Public Hearing - Planning (District 5):** 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.

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

Mayor McBrayer opened the public hearing at 4:43 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 4:55 p.m.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Ordinance No. 2024-O0144.

Vote: 6 - 0 Motion carried

Other: Council Member Gordon Harris (ABSENT)

4:57 P.M. CITY COUNCIL ADJOURNED

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

The October 22, 2024 Regular City Council Meeting minutes were approved by the City Council on the 12th 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-O0145, 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

On November 5, 2024, the City Council approved the first reading of the ordinance.

- 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 FY2024-25 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

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 3, amending the FY 2024-25 Budget for municipal purposes respecting the Grant Fund related to Public Health Services; providing for filing; and providing for a savings clause.

Item Summary

- I. Accept and appropriate an additional \$110,000 for the Health Disparities Grant, making it a total of \$685,000 from the Texas Department of State Health Services (DSHS).
- II. Accept and appropriate an additional \$229,232 for the Sexually Transmitted Disease/Human Immunodeficiency Virus Disease Intervention Specialists Grant, making it a total of \$1,408,139 from the Texas Department of State Health Services (DSHS)

This additional \$110,000 is for a DSHS Health Disparities Grant, Contract No. HHS001057600030, Grant number 81160. The Health Disparities Grant was initially awarded to the Public Health Department in September 2021, to fund projects to improve community health. The grant will fund contracted Community Health Workers (Premier Staffing or similar) who will support the LBK community network by helping users access the system and supporting individuals in need with accessing services in the community.

This additional \$229,232 is for a DSHS Sexually Transmitted Disease/Human Immunodeficiency Virus Disease Intervention Specialists Grant (STD/HIV-DIS), Contract No. HHS001120300005. This grant was initially awarded to the Public Health Department in September 2022, to provide financial assistance to strengthen public health follow-up activities for those recently diagnosed with a sexually transmitted disease, including treatment, linkage to care, partner notification, and focused screening to at-risk populations. The grant will enable staff to reach individuals outside the traditional clinical setting.

Fiscal Impact

Item I - An increase of \$110,000 to the Health Disparities Grant, making it a total of \$685,000 from Texas DSHS

Item II - An increase of \$229,232 to the STD/HIV-DIS Grant, making it a total of \$1,408,139 for Texas DSHS

Staff/Board Recommending

Cheryl Brock - Interim Chief Financial Officer

Attachments

Ordinance - Budget Amendment 3

Budget Amendment 3 - Item I

Budget Amendment 3 - Item II

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS); 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 #3) for municipal purposes, as follows:

- I. Accept and appropriate an additional \$110,000 for the Health Disparities Grant, making it a total of \$685,000 from the Texas Department of State Health Services (DSHS).
- II. Accept and appropriate an additional \$229,232 for the Sexually Transmitted Disease/Human Immunodeficiency Virus Disease Intervention Specialists Grant, making it a total of \$1,408,139 from the Texas Department of State Health Services (DSHS).

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 _____.

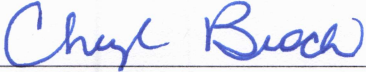
Passed by the City Council on second reading on _____.

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

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001057600030
AMENDMENT NO. 4**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” or “**DSHS**”), a pass-through entity, and **CITY OF LUBBOCK** (“**GRANTEE**”), collectively referred to as the "Parties" to that certain grant contract to provide funding for the Health Disparities Grant Program, effective Upon Execution, and denominated DSHS Contract No. HHS001057600030 (“the Contract”), as amended, now desire to further amend the Contract.

WHEREAS, DSHS desires to add funds and redistribute funds among the budget categories; and

WHEREAS, DSHS desires to update terms and conditions of the Contract.

NOW, THEREFORE, the Parties amend and modify the Contract as follows:

1. **ARTICLE IV, BUDGET**, of the Contract is amended to add \$110,000.00 to the Contract, resulting in a total amount of this Contract will not exceed \$685,000.000. All expenditures under the Contract shall be in accordance with **ATTACHMENT B-4, REVISED BUDGET (OCTOBER 2024)**.
2. **ATTACHMENT B-3, REVISED BUDGET**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B-4, REVISED BUDGET (OCTOBER 2024)**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
3. **ATTACHMENT C-2, HHS UNIFORM TERMS AND CONDITIONS – GRANT, v. 3.3**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT C-3, HHS UNIFORM TERMS AND CONDITIONS – GRANT, v. 3.5**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
4. **ATTACHMENT F-2, FFATA CERTIFICATION FORM**, of the Contract is attached to this Amendment and incorporated and made part of the Contract for all purposes.
5. This Amendment shall be effective as of the date last signed below.
6. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.
8. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 4
DSHS CONTRACT NO. HHS001057600030**

DEPARTMENT OF STATE HEALTH SERVICES CITY OF LUBBOCK

Signature

Printed Name: _____

Title: _____

Date of Signature: _____

Signature

Printed Name: _____

Title: _____

Date of Signature: _____

ATTACHMENT B-4
REVISED BUDGET (OCTOBER 2024)

A. Total Budget for Grant Agreement Term:

Budget Categories	Amount
PERSONNEL	\$94,000.00
FRINGE BENEFITS	\$39,480.00
TRAVEL	\$6,060.00
EQUIPMENT	\$0.00
SUPPLIES	\$1,312.00
CONTRACTUAL	\$535,000.00
OTHER	\$9,148.00
TOTAL DIRECT CHARGES	\$685,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$685,000.00

- B. Amounts in table in Section A are cumulative amounts. All funding under the Grant Agreement is reimbursable for allowable costs under the Grant Agreement until May 31, 2026, or until the termination or expiration of the Grant Agreement, whichever is earlier. Funding availability under the Grant Agreement is as follows:

1. Total amount available as of Contract Effective Date: \$500,000.00
2. Total amount available as of June 1, 2023: \$575,000.00
3. Total amount available as of May 30, 2024: \$575,000.00
4. Total amount available as of Amendment No. 4 Effective Date: \$685,000.00



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

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; 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://fmxcpa.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 federal funds awarded of at least \$750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least \$1,000,000), 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 \$750,000 in state funds awarded or other amount specified in the TxGMS, 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

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. 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.



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: 8627248BF34B4F77AA81E0575B16D035		Status: Sent
Subject: Please DocuSign: HHS001057600030, Lubbock (City of) Health Department A-4 ; OHDPP/COVID-LHD		
Source Envelope:		
Document Pages: 32	Signatures: 0	Envelope Originator:
Certificate Pages: 2	Initials: 0	CMS Internal Routing Mailbox
AutoNav: Enabled		11493 Sunset Hills Road
Envelopeld Stamping: Enabled		#100
Time Zone: (UTC-06:00) Central Time (US & Canada)		Reston, VA 20190
		CMS.InternalRouting@dshs.texas.gov
		IP Address: 167.137.1.12

Record Tracking

Status: Original	Holder: CMS Internal Routing Mailbox	Location: DocuSign
10/24/2024 9:08:59 AM	CMS.InternalRouting@dshs.texas.gov	

Signer Events	Signature	Timestamp
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Mark McBrayer		Sent: 10/24/2024 9:21:02 AM
mmcbrayer@mylubbock.us		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Susana Garcia		
Susana.Garcia@dshs.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Patty Melchior		
Patty.Melchior@dshs.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Stephen Pont		
Stephen.Pont@dshs.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<div>Gloria Diaz gdiaz@mylubbock.us Financial Analyst Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Giselle Statham giselle.statham@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 10/24/2024 9:21:01 AM Viewed: 10/24/2024 9:30:41 AM</div>

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/24/2024 9:21:01 AM
Payment Events	Status	Timestamps



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
PO Box 2000
Lubbock, Texas 79457

Subject: Sexually Transmitted Disease/Human Immunodeficiency Virus
Disease Intervention Specialists (STD/HIV-DIS) Contract
Contract Number: HHS001120300005, Amendment No. 5
Contract Amount: \$1,408,139.00
Contract Term: March 1, 2022, through July 31, 2025

Dear Mayor McBrayer:

Enclosed is the STD/HIV-DIS amendment No. 5 between the Department of State Health Services and City of Lubbock.

The purpose of this contract is to control and prevent the spread of Sexually Transmitted Diseases (STDs), including Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS) and viral hepatitis.

This amendment increases the contract by \$229,232.00, updates the Statement of Work with new reporting requirements, revises certain attachments, and extends the contract term through July 31, 2025.

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

Sincerely,

Martha Jasse, CTCD, CTCM
Contract Manager
(512) 776-6551
martha.jasse@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001120300005
AMENDMENT NO. 5**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency" or "DSHS"), a pass-through entity, and **CITY OF LUBBOCK** ("Grantee"), each a "Party" and collectively the "Parties" to that certain grant contract to control and prevent the spread of Sexually Transmitted Diseases (STDs), including Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS) and viral hepatitis under the STD/HIV-DIS Prevention Services Program, effective March 1, 2022, and denominated DSHS Contract No. HHS001120300005 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to extend the Contract term;

WHEREAS, DSHS desires to add funds to the Contract for services provided in Calendar Year 2025; and

WHEREAS, DSHS desires to update the reporting requirements in the Statement of Work.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **ARTICLE III, DURATION**, of the Contract is amended to reflect a revised termination date of July 31, 2025.
2. **ARTICLE IV, BUDGET**, of the Contract is revised to increase the Contract amount by \$229,232.00 for the 2025 Calendar Year, resulting in a revised total not-to-exceed Contract amount of \$1,408,139.00. All expenditures for the 2025 Calendar Year will be in accordance with **ATTACHMENT B-5, BUDGET FOR 2025 CALENDAR YEAR**.
3. **ATTACHMENT A-2, REVISED STATEMENT OF WORK (SEPTEMBER 2023)**, is deleted in its entirety and replaced with **ATTACHMENT A-3, REVISED STATEMENT OF WORK (JANUARY 2025)**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.
4. **ATTACHMENT B-5, BUDGET FOR 2025 CALENDAR YEAR**, is attached to this Amendment and incorporated into and made part of the Contract for all purposes.
5. **ATTACHMENT D-1, HHS CONTRACT AFFIRMATIONS VERSION 2.2**, is hereby deleted in its entirety and replaced with **ATTACHMENT D-2, HHS CONTRACT AFFIRMATIONS V. 2.3**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.
6. **ATTACHMENT H-2, FFATA CERTIFICATION FORM**, is attached to this Amendment and incorporated into and made part of the Contract for all purposes. Grantee is required to complete the certification to meet the federal requirement.
7. This Amendment No. 5 shall be effective on January 1, 2025.

8. Except as amended and modified by this Amendment No. 5, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.
10. Each Party represents and warrants that the person executing this Amendment No. 5 on its behalf has the full power and authority to enter into the Amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 5
DSHS CONTRACT NO. HHS001120300005**

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF LUBBOCK

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE
CONTRACT:**

ATTACHMENT A-3: REVISED STATEMENT OF WORK (JANUARY 2025)

ATTACHMENT B-5: BUDGET FOR 2025 CALENDAR YEAR

ATTACHMENT D-2: HHS CONTRACT AFFIRMATIONS V. 2.3

ATTACHMENT H-2: FFATA CERTIFICATION FORM

ATTACHMENTS FOLLOW

ATTACHMENT A-3

REVISED STATEMENT OF WORK (JANUARY 2025)

I. GRANTEE RESPONSIBILITIES

- A. Grantee shall conduct programs, as described herein, to control and prevent the spread of Sexually Transmitted Infections (STIs), including human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS) and viral hepatitis, in accordance with the Centers for Disease Control and Prevention (CDC) STD Program Operations Guidelines, located at: <http://www.cdc.gov/std/program/gl-2001.htm>.
- B. Grantee shall perform the following seven (7) core activities:
 1. Community and Individual Behavior Change Interventions;
 2. Medical and Laboratory Services;
 3. Partner Services;
 4. Leadership and Program Management;
 5. Surveillance and Data Management;
 6. Training and Professional Development; and
 7. Program Evaluation.
- C. Grantee shall maintain written program procedures covering the seven (7) core activities. All procedures must be consistent with the requirements of this Contract.
- D. Grantee shall perform the activities required under this Contract in the service area designated in this Contract. Service area includes the following county: Lubbock.
- E. Grantee shall designate one staff member to be a Local Responsible Party (LRP), who will be responsible overall for ensuring the security of the confidential HIV/STI information the Grantee maintains pursuant to this Contract.
- F. Grantee shall comply with all applicable federal and state policies, standards, and guidelines. The following documents are incorporated into this Contract by reference:
 1. DSHS HIV and STD Program Operating Procedures and Standards (POPS), located at: <http://www.dshs.texas.gov/hivstd/pops/default.shtm>;
 2. DSHS TB/HIV/STD and Viral Hepatitis Unit Security Policies and Procedures, located at: <http://www.dshs.texas.gov/hivstd/policy/security.shtm>;
 3. CDC STD Program Operations Guidelines, located at: <http://www.cdc.gov/std/program/gl-2001.htm>;
 4. CDC STD Treatment Guidelines, located at: <http://www.cdc.gov/std/treatment/>; and
 5. DSHS HIV and STD Program Policy Reporting Suspected Abuse and Neglect of Children, located at: <https://www.dshs.texas.gov/childabuserreporting/default.shtm>.
- G. Grantee shall comply with all applicable federal and state regulations and statutes, as amended, which are incorporated by reference, including, but not limited to:
 1. Chapters 81 and 85 of the Texas Health and Safety Code, especially Section 85.085 of the Texas Health and Safety Code (Physician Supervision of

- Medical Care), which requires that a licensed physician supervise any medical care or procedure provided under a testing program as required by law;
 2. Chapter 94 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
 3. Chapter 98 of the Texas Health and Safety Code (relating to the reporting of Sexually Transmitted Diseases including Human Immunodeficiency Virus);
 4. Title 25 Texas Administrative Code (TAC) Chapter 97; and
 5. Section 531.02161 of the Texas Government Code, as an update to provision of services, where there is delivery of an in-person service, there must also be an option of that service by telecommunications or through the use of information technology.
- H. Grantee shall perform all activities in accordance with the terms of this Contract and any subsequent instructions from DSHS. Grantee shall request DSHS written approval before diverting from applicable policies, procedures, and protocols and must update its implementation documentation within forty-eight (48) hours of making approved change(s). Changes must not be implemented unless DSHS written approval is provided to Grantee.
- I. Performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract.
- J. Grantee shall provide clinical services in accordance with Chapter 12 of DSHS HIV/STD Program POPS for examining, testing, and treating individuals served in public STD clinics. If data indicates that less than 90% of individuals served were examined, tested and/or treated for STD(s) as medically appropriate, within twenty-four (24) hours of seeking services, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- K. Grantee shall ensure that individuals seeking STD diagnostic and/or treatment services in public STD clinics are medically managed according to Grantee written protocols and in compliance with DSHS HIV/STD Program POPS, and with CDC STD Treatment Guidelines 2021, as revised.
- L. Grantee shall ensure that individuals seeking STD diagnostic and/or treatment services in public STD clinics will be referred for Pre-Exposure Prophylaxis/Non-Occupational Post-Exposure Prophylaxis (PrEP/nPEP) services if at increased risk for HIV but currently HIV negative. Individuals to be prioritized for PrEP referrals include: Men who have Sex with Men (MSM) with rectal GC and/or syphilis; individuals who have an HIV+ partner; individuals in the social-sexual network of an identified HIV genotype cluster; and others at increased risk for HIV who could benefit from PrEP.
- M. Grantee shall ensure that individuals seeking STD diagnostic and/or treatment services in public STD clinics, who have been previously diagnosed with HIV and have no evidence of care for more than 12 months, be referred to a DIS or other linkage worker to ensure they are re-engaged into HIV medical care.

- N. Grantee shall explore mechanisms to expand testing and awareness of STDs via home testing and home self-collection kits and self-collection.
- O. Grantee shall explore mechanisms to use telemedicine or telehealth for individuals seeking STD diagnostic and treatment services and/or PrEP/nPEP services.
- P. Grantee shall ensure that a complaint process is maintained and posted in the areas where services are provided, in accordance with Chapter 12 (STI Clinical Standards) of the DSHS HIV/STD Program POPS.
- Q. Grantee shall maintain a staff retention policy.
- R. Grantee shall provide routine staffing updates for vacant positions, in accordance with DSHS required format and schedule for reporting.
- S. Grantee shall participate in targeted evaluation activities and other projects as required by DSHS or CDC.
- T. Grantee shall ensure that the client survey is conducted at a minimum of two (2) times per year for a total of thirty (30) days. The summary of the feedback must be available for review and identified concerns must be addressed within thirty (30) days of the feedback period.
- U. Grantee shall establish and maintain mutually agreed-upon written procedures with local providers to ensure the provision of partner services in accordance with DSHS HIV/STD Program POPS. The procedures must specify processes (e.g., communication) to facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to clients by Grantee.
- V. Grantee shall establish and maintain mutually agreed-upon written procedures with local agencies who provide services frequently needed by clients seeking HIV/STD services from Grantee in accordance with DSHS HIV/STD Program POPS. The procedures must specify processes (e.g., communication) to facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to clients by Grantee including, but not limited to, the following services:
 - 1. HIV testing and counseling;
 - 2. STD clinical services;
 - 3. Partner services;
 - 4. HIV medical and support services;
 - 5. Substance use treatment services;
 - 6. Harm reduction services; and
 - 7. Mental health services.

At a minimum, such procedures must address conditions associated with making and accepting client referrals. If Grantee provides all of the services in Subsections I(V)(1-7) herein in a specific geographic area, no such agreement is necessary for that area. Grantee shall maintain complete records of all referrals made. These procedures must be finalized and in place within thirty (30) days from the effective date of this Contract.

- W. Grantee shall ensure that performance of activities under this Contract is of a high quality and consistent with all the requirements of this Contract.

- X. Grantee shall conduct regular assessments of Grantee's performance, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, 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 may result in the immediate loss of Contract funds at the discretion of DSHS.
- Y. Grantee shall ensure that all staff designated to provide HIV and/or syphilis screening(s) by collecting blood-based specimens, in both field and clinical settings, complete DSHS-approved training prior to providing such services. Supplemental testing must be collected by venipuncture immediately, on site, after a point-of-care preliminary positive test result. Grantee staff shall offer and perform these tests unless the client refuses. HIV and syphilis specimens may be submitted through the DSHS public health laboratory, or another laboratory designated by the Grantee and approved in advance by DSHS.
- Z. Grantee shall ensure that all staff designated to deliver all HIV and/or STD results including positive results, in both field and clinical settings, complete DSHS-approved training prior to providing such services.
- AA. Grantee shall ensure that all staff conducting field work and designated to disclose the reason s/he is contacting persons (e.g., exposure to someone who tested positive for HIV and wanted to ensure s/he had the ability to be tested, positive test results were received from a provider, laboratory, life insurance company, etc.) complete DSHS-approved training prior to providing such services.
- BB. Grantee shall ensure that staff performing under this Contract deliver all reactive test results within the designated timeframes referenced in the DSHS HIV/STD Program POPS. Grantee staff shall ensure the client understands the infection(s) s/he has tested reactive for, is offered appropriate treatment for his/her infection(s) and is linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; Pre-Exposure Prophylaxis (PrEP); Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance use treatment services; and mental health services).
- CC. Grantee staff operating under this Contract may be reassigned by DSHS or Grantee to respond to Grantee's rapid response efforts or another public health follow-up (PHFU) program's response to address and intervene in the transmission of reportable STDs, HIV and/or other infections.
- DD. Grantee shall ensure that staff attend training identified by DSHS to respond to activities. The training will include planning, implementation and evaluation of rapid response activities.
- EE. Grantee shall maintain training records and ensure that staff complete and continue training as required by DSHS.

II. PERFORMANCE MEASURES

- A. **Overview.** Grantee shall follow the requirements for each of the STD Program Objectives in DSHS HIV and STD POPS, with special emphasis on outcomes excerpted below. If the data submitted by Grantee (or otherwise obtained by DSHS) indicates the Grantee's performance does not meet the standards stated in one (1)

or more of the objectives, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve performance and Grantee must implement these measures according to a timetable directed by DSHS.

B. Public Health Follow-Up (PHFU) Program Objectives

1. For Syphilis Objectives:

- a. Grantee shall ensure that all individuals newly diagnosed with early syphilis are interviewed within three (3) days of assignment. If data indicates less than 80% of individuals newly diagnosed with early syphilis covered by the scope of this Contract are interviewed as described, DSHS may, at its sole discretion, require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS. "Early syphilis" means all syphilis cases that are determined to be primary, secondary, or early non-primary/non-secondary syphilis. The CDC definition of syphilis is located at: <https://ndc.services.cdc.gov/case-definitions/syphilis-2018/>.
- b. Grantee shall achieve a partner index of at least 2.0 for all interviews conducted on individuals newly diagnosed with early syphilis. If data indicates less than a 2.0 partner index for all interviews conducted for early syphilis by Disease Intervention Specialists (DIS), DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- c. Grantee shall ensure that all partners initiated (partners obtained from the interview/case management process with locating information as outlined by Chapter 9 (Disease Intervention Specialist Performance Standards) of the DSHS HIV/STD Program POPS to attempt notification on early syphilis interviews) are notified of the disease exposure. If data indicates less than .75 partner notification index for all initiated partners, DSHS may, at its sole discretion, require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- d. Grantee shall ensure that all partners notified of syphilis exposure are tested and treated for syphilis, including incubating syphilis (disease intervention index). If data indicates less than 60% of notified partners are tested and treated as described, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- e. Grantee shall ensure that a treatment index of at least 0.75 is achieved for all interviews conducted on individuals newly diagnosed with early syphilis. If data indicates less than 0.75 treatment index, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those

additional measures, and do so according to the timetable mandated by DSHS.

- f. Grantee shall ensure that 80% of pregnant women with syphilis are identified and treated appropriately and timely to prevent congenital syphilis.
- g. Grantee shall ensure that all infants born to a woman with a history of syphilis in their jurisdiction are investigated and reported within thirty (30) days of receiving report of birth as outlined by DSHS HIV/STI Program POPS, Chapter 23.
- h. For pregnant women, Grantee shall maintain a procedure to provide technical assistance and guidance for providers and systems of care that ensures testing for syphilis is conducted, at a minimum, at the first prenatal visit, during third trimester, and at delivery as required by Chapter 81, Texas Health and Safety Code, Section 81.090.
- i. Grantee shall ensure that all women of childbearing age with syphilis have a documented pregnancy status. Grantee shall also ensure that all notified partners who are women of childbearing age have a documented pregnancy status. DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve performance if data suggest that:
 - 1) less than 90% of women of childbearing age with reactive syphilis labs have a documented pregnancy status; and
 - 2) less than 80% of notified partners who are women of childbearing age have a documented pregnancy status.

In this scenario, Grantee must follow those additional measures and do so according to the timetable mandated by DSHS.

2. For HIV Objectives:

- a. Grantee shall ensure that all individuals newly diagnosed with HIV will be interviewed within seven (7) days in accordance with DSHS HIV/STD Program POPS. If data indicates less than 80% of individuals newly diagnosed with HIV are interviewed as described, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- b. Grantee shall ensure that all individuals interviewed who have been newly diagnosed with HIV complete their first HIV medical appointment. If data indicates less than 85% of new HIV-positive clients interviewed complete their first HIV medical appointment, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

- c. Grantee shall achieve a partner index of at least 2.0 for interviews conducted on individuals newly diagnosed with HIV. If data indicates a partner index of less than 2.0 for individuals interviewed by DIS, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- d. Grantee shall ensure that all partners initiated (partners obtained from the interview/case management process with enough locating information to attempt notification) on a new HIV interview are notified of the disease exposure. If data indicates less than 0.75 partner notification index, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- e. Grantee shall ensure that all partners notified for HIV exposure are tested for HIV. If data indicates less than 60% of the notified partners are tested for HIV, DSHS may (at its sole discretion) require additional measures be taken by Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- f. Grantee shall ensure that all persons receiving PHFU (initiated partners, those co-infected with a bacterial STD such as syphilis, gonorrhea, and/or chlamydia, and/or individuals in the social-sexual network of an identified HIV genotype cluster) who have been previously diagnosed with HIV and have no evidence of care for more than 12 months are re-engaged to establish HIV medical services. The activities taken to locate the person must be documented in the designated data system. This includes confirmation that the client attended his/her HIV medical care appointment. All the tasks described in this provision must be completed by a Disease Intervention Specialist (DIS).

C. STD Surveillance Objectives

- 1. Grantee shall ensure 95% of the values for age, sex, county, facility type, and specimen collection date are collected for syphilis reporting.
- 2. Grantee shall ensure 95% of the values for age, sex, county, facility type, specimen collection date, race/ethnicity, gender, sexual orientation, sex of sex partners, pregnancy status, clinical signs/symptoms, HIV status, substance use, treatment received, and date of treatment are collected for primary and secondary syphilis reporting.
- 3. Grantee shall ensure 75% of syphilis cases have a documented adverse outcome status (possible, likely, verified, no) for neurological, ocular and otic manifestations.

III. TRAINING REQUIREMENTS

- A. Grantee shall ensure that staff comply with minimum training requirements of personnel operating under this Contract. Compliance will be monitored by DSHS.
- B. Grantee shall notify DSHS of completed trainings in the Semiannual Reports referenced in Section VI, Reporting Requirements, herein.
- C. Grantee shall require their staff to attend and ensure attendance at training, conferences, and meetings as directed by DSHS and described in this Section.
- D. DIS staff members must:
 - 1. Read and acknowledge Chapters 3 (HIV/STI Partner Services and Seropositive Notification) and 9 (Disease Intervention Specialists Performance Standards) of the DSHS HIV/STD Program POPS;
 - 2. Complete DSHS-approved Fundamentals of STD Intervention (FSTDI), including all prerequisites, within six (6) months of employment;
 - 3. Complete DSHS-approved Fundamentals of Counseling and Testing (FCT) or equivalent within six (6) months of employment;
 - 4. Complete training in, and demonstrate knowledge of, the designated database management system;
 - 5. Participate in the HIV Navigation in Texas (HNT) within one (1) year of employment;
 - 6. Complete field specimen collection and phlebotomy training that has been approved by the local health authority or clinical designee within sixty (60) days of employment;
 - 7. Demonstrate phlebotomy and specimen collection skills and competency before field specimen collection and annually thereafter. The Grantee shall maintain records of the completed training(s) and skills competency evaluations;
 - 8. Complete training for all locally sanctioned testing technologies used for specimen collection and processing;
 - 9. If having more than one (1) year of experience, complete additional courses as required by DSHS; and
 - 10. If assigned to complete Congenital Syphilis (CS) Investigations, complete CS trainings as directed by the CS Coordinator.
- E. First-Line Supervisors (FLS) staff must:
 - 1. Read and acknowledge Chapters 10 (First-Line Supervisors Performance Standards) and 11 (Regional and Local Health Department HIV/STD Program Manager Performance Standards);
 - 2. Complete all training activities which are required for DIS under this Contract, and FLS must also take the next available Texas First-Line Supervisor (TXFLS) training;
 - 3. If new to the jurisdiction, participate in the HIV Navigation in Texas within one (1) year of employment;
 - 4. Attend the DSHS FLS Summit;
 - 5. Attend quarterly DSHS FLS calls;
 - 6. Attend any other required DSHS trainings, as scheduled; and
 - 7. If assigned to review and approve Congenital Syphilis (CS) Investigations, complete CS trainings as directed by the CS Coordinator.

F. Program Manager (PM) staff members must:

1. Read and demonstrate understanding of the following DSHS HIV/STD Program POPS chapters: Chapter 3 (HIV/STI Partner Services and Seropositive Notification), Chapter 9 (Disease Intervention Specialists Performance Standards), Chapter 10 (First-Line Supervisors Performance Standards), and Chapter 11 (Regional and Local Health Department HIV/Program Manager Performance Standards);
2. Complete all training requirements of DIS and FLS;
3. Attend DSHS Leadership Meeting; and
4. Attend monthly DSHS Leadership calls.

G. STD Surveillance staff members must:

1. Read and acknowledge Chapter 8 (HIV/STI Surveillance) of DSHS HIV/STD Program POPS;
2. Attend STD Surveillance training, as scheduled by DSHS;
3. Attend STD Surveillance monthly meetings, as scheduled by DSHS; and
4. Attend any other DSHS-required trainings.
5. Upon request DSHS will provide additional recommended trainings and topics for all program staff.

IV. CONFIDENTIALITY

- A. Grantee shall designate and identify a HIPAA Privacy Officer, who is authorized to act on behalf of Grantee and is responsible for the development and implementation of the privacy and security requirements of federal and state privacy laws.
- B. Grantee shall ensure that its security procedures require that all of its computers and networks meet DSHS security standards, as certified by DSHS IT staff.
- C. Grantee shall provide a list to DSHS of personnel with access to secured areas and of all identified personnel who have received security training.
- D. Grantee shall provide a list to DSHS of personnel with access to all network drives where confidential information is stored and of all identified personnel who have received security training.
- E. Grantee shall ensure that requests for HIV/STD system user account terminations are sent to DSHS within one business day of the identification of need for account termination.
- F. Grantee shall transfer secure data electronically using the Public Health Information Network.
- G. Grantee shall maintain a visitors' log for individuals entering the secured areas; this must be reviewed quarterly by the LRP.
- H. Grantee shall verify HIV/STD system user passwords are changed at least every ninety (90) days; this must be verified by the LRP.

- I. Grantee shall ensure that portable devices used to store confidential data are approved by the LRP and encrypted.
- J. Grantee shall ensure that confidential data and documents are: (1) maintained in a secured area; (2) locked when not in use; (3) not left in plain sight; and (4) shredded before disposal.

V. HIV/STD RAPID RESPONSE PLAN

- A. DSHS will review the proposed Rapid Response Plan and provide guidance to the Grantee.
- B. Grantee shall develop, update, and submit a local HIV/STD Rapid Response Plan, and submit by February 1 of each year of the Contract to the designated DSHS staff. The plan must include how the Grantee will:
 - 1. Identify responsible parties for planned activities including, but not limited to, response coordinator, activity team lead, collaborative lead, and medical lead;
 - 2. Identify increases in disease or outbreaks;
 - 3. Increase active surveillance;
 - 4. Examine outbreak characteristics;
 - 5. Educate health care providers and the community of disease outbreak (e.g., including signs/symptoms, available resources, disease trends, reporting requirements, testing algorithms, and testing/treatment options);
 - 6. Inform media outlets, as appropriate;
 - 7. Conduct targeted screening efforts including testing in correctional settings (as appropriate);
 - 8. Enhance partner services;
 - 9. Expand clinical access and services (e.g., increase clinical hours or days of services, employ rapid testing, enhance prophylactic treatment protocols); and
 - 10. Adjust work hours for employees involved in the response to allow staff to work alternate hours or extended hours during response.
- C. Grantee shall establish and maintain collaborative relationships with local businesses, community clinics, and community-based organizations who serve populations most affected by HIV or other STDs, as well as with appropriate local and institutional individuals and groups (e.g., providers, hospitals, mental health and intellectually disabled facilities, infection control nurses), in order to implement the local Rapid Response Plan.
- D. Grantee shall continue to enhance their current HIV/STD surveillance system, including, but not limited to, improving reporting of providers and laboratories, and increasing the number of sites that report electronically.
- E. Grantee shall make all DSHS-directed revisions to the Rapid Response Plan and submit a revised version to the DSHS designated program consultant by the directed deadline.

- F. Grantee shall notify local leadership and key stakeholders of the finalized plan and maintain a copy within the Program.
- G. Grantee shall comply with the final, DSHS-approved version of the Rapid Response Plan when an outbreak is identified.
- H. Grantee shall designate program DIS persons to respond to local and statewide rapid response activities when necessary. The identified staff must complete DSHS identified trainings prior to assignment. The number of staff will be as directed by the DSHS Rapid Response Team leader, to conduct disease intervention activities as prescribed in the Grantee's final, approved STD Rapid Response Plan.
- I. Grantee shall participate in, follow guidelines for, and complete HIV cluster response activities for preventing and managing HIV outbreaks according to the Texas Cluster Detection and Response Plan. Grantee will designate staff members to respond to cluster assignments as directed by the Texas Cluster Detection Response Team.

VI. REPORTING REQUIREMENTS

- A. Grantee shall submit reports to DSHS in accordance with the schedule outlined in this section for the corresponding calendar year.

B. CALENDAR YEAR 2022 REPORTING:

REPORT NAME	FREQUENCY	PERIOD STARTS	PERIOD ENDS	DUE DATE
Semiannual Report	First six (6) months	03/01/2022	08/31/2022	09/30/2022
Semiannual Report	Remaining five (5) months	09/01/2022	01/31/2023	02/28/2023
Congenital Syphilis Case Investigation and Infant Syphilis Control Records	Monthly	03/01/2022	01/31/2023	Due thirty (30) calendar days after period being reported. Note: This Report is submitted through THISIS and is subject to HIPAA and PHI data requirements.
Local Responsible Party (LRP) Report	First six (6) months	03/01/2022	08/31/2022	09/30/2022
Final LRP Report	Remaining five (5) months	09/01/2022	01/31/2023	02/28/2023

Financial Status Report (FSR)	Biannually	03/01/2022	08/31/2022	09/30/2022
Final FSR	Remaining five (5) months	09/01/2022	01/31/2023	03/15/2023

C. CALENDAR YEAR 2023 REPORTING:

REPORT NAME	FREQUENCY	PERIOD STARTS	PERIOD ENDS	DUE DATE
Semiannual Report	First five (5) months	02/01/2023	06/30/2023	07/31/2023
Semiannual Report	Remaining six (6) months	07/01/2023	12/31/2023	01/31/2024
Congenital Syphilis Case Investigation and Infant Syphilis Control Records	Monthly	02/01/2023	12/31/2023	Due thirty (30) calendar days after period being reported. Note: This Report is submitted through THISIS and is subject to HIPAA and PHI data requirements.
Local Responsible Party (LRP) Report	First five (5) months	02/01/2023	06/30/2023	07/31/2023
Final LRP Report	Remaining six (6) months	07/01/2023	12/31/2023	01/31/2024
Financial Status Report (FSR)	Biannually	02/01/2023	06/30/2023	07/31/2023
Final FSR	Remaining six (6) months	07/01/2023	12/31/2023	02/15/2024

D. CALENDAR YEAR 2024 REPORTING:

REPORT NAME	FREQUENCY	PERIOD BEGIN	PERIOD END	DUE DATE
Semiannual Report	First six (6) months	01/01/2024	06/30/2024	08/16/2024
Semiannual Report	Remaining six (6) months	07/01/2024	12/31/2024	01/31/2025

Congenital Syphilis Case Investigation and Infant Syphilis Control Records	Monthly	01/01/2024	12/31/2024	Due thirty (30) calendar days after period being reported. Note: This Report is submitted electronically and is subject to HIPAA and PHI data requirements.
Local Responsible Party Biannual Security Assessment (LRP) Report	First six (6) months	01/01/2024	06/30/2024	07/31/2024
Local Responsible Party Biannual Security Assessment (LRP) Report	Remaining six (6) months	07/01/2024	12/31/2024	01/31/2025
Financial Status Report (FSR)	First six (6) months	01/01/2024	06/30/2024	07/31/2024
Final FSR	Remaining six (6) months	07/01/2024	12/31/2024	1/31/2025

E. CALENDAR YEAR 2025 REPORTING:

REPORT NAME	FREQUENCY	PERIOD BEGIN	PERIOD END	DUE DATE
Closeout Report	Once	01/01/2025	07/01/2025	07/31/2025
Congenital Syphilis Case Investigation and Infant Syphilis Control Records Tracking Sheet	Monthly	01/01/2025	07/31/2025	Due thirty (30) calendar days after period being reported. Note: This Report is submitted electronically and is subject to HIPAA and PHI data requirements.

Local Responsible Party Biannual Security Assessment (LRP) Report	First six (6) months	01/01/2025	06/30/2025	07/16/2025
Local Responsible Party Biannual Security Assessment (LRP) Report	Remaining month	07/01/2025	07/31/2025	08/31/2025
Financial Status Report (FSR)	First six (6) months	01/01/2025	06/30/2025	07/31/2025
Final FSR	Remaining month	07/01/2025	07/31/2025	08/31/2025

VII. INVOICE AND BUDGET

- A. Grantee shall submit invoices monthly, on the 30th day of the following month (28th or 29th day if February), 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 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. DSHS will monitor Grantee's expenditures on a biannual basis. If expenditures are below the Contract amount of the budget year, then, System Agency, in its sole discretion, may reduce the Grantee's budget for the remainder of the Contract term. System Agency may also reduce Grantee's budget if Grantee has vacant positions existing for more than ninety (90) consecutive calendar days.
- D. Grantee will be paid on a cost reimbursement basis and in accordance with the budget for the corresponding year under this Contract.
- E. 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. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500.00 or more, but less than \$5,000.00: 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 do not include a capitalized asset, real property, an improvement to real property, or infrastructure.

F. DSHS-approved budget may be revised by Grantee in accordance with the following requirements:

1. For any transfer between budget categories, Grantee shall provide notification of transfer between budget categories by submission of a request for budget change in DSHS-directed format (hereafter the “Budget Change 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 budget categories, other than the ‘Equipment’ and ‘Indirect Cost’ categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall timely submit the Budget Change Form for DSHS approval. If the revision is approved, then the budget revision is not authorized, and the funds cannot be utilized until an amendment incorporating the change(s) is executed by the Parties.
3. For transfer of funds between 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 Form and request DSHS approval. If the revision is approved, then the budget revision is not authorized, and the funds cannot be utilized until an amendment incorporating the change(s) is executed by the Parties.
4. 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 Form and request DSHS approval. If the revision is approved, then the budget revision is not authorized, and the funds cannot be utilized until an amendment incorporating the change(s) is executed by the Parties.

ATTACHMENT B-5
BUDGET FOR 2025 CALENDAR YEAR

Budget Category	2025 Calendar Year (January 1, 2025, through July 31, 2025)
PERSONNEL	\$125,598.00
FRINGE BENEFITS	\$69,079.00
TRAVEL	\$7,735.00
EQUIPMENT	\$0.00
SUPPLIES	\$9,270.00
CONTRACTUAL	\$0.00
OTHER	\$17,550.00
TOTAL DIRECT CHARGES	\$229,232.00
INDIRECT CHARGES	\$0.00
TOTAL	\$229,232.00

HEALTH AND HUMAN SERVICES
Contract Number HHS001120300005
Attachment D2 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)



Texas Department of State
Health Services

Attachment H-2 HHS001120300005

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: EA1BF9E3AB4C4B04B311DE098BEAF688		Status: Sent
Subject: Please DocuSign: AMENDING \$1,408,139.00; HHS001120300005; City of Lubbock A-5; STD/HIV-DIS		
Source Envelope:		
Document Pages: 36	Signatures: 0	Envelope Originator:
Certificate Pages: 2	Initials: 0	CMS Internal Routing Mailbox
AutoNav: Enabled		11493 Sunset Hills Road
Envelopeld Stamping: Enabled		#100
Time Zone: (UTC-06:00) Central Time (US & Canada)		Reston, VA 20190
		CMS.InternalRouting@dshs.texas.gov
		IP Address: 167.137.1.9

Record Tracking

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10/30/2024 12:50:06 PM	CMS.InternalRouting@dshs.texas.gov	

Signer Events	Signature	Timestamp
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Mark McBrayer		Sent: 10/30/2024 1:06:40 PM
mmcbayer@mylubbock.us		
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Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Helen Whittington		
helen.whittington@dshs.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Patty Melchior		
Patty.Melchior@dshs.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Kirk Cole		
Kirk.Cole@dshs.texas.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<div>Martha Jasse Martha.Jasse@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>		
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/30/2024 1:06:39 PM
Payment Events	Status	Timestamps

Information

Agenda Item

Resolution - Finance: Consider a resolution giving approval for the Public Finance Authority to issue Tax-Exempt Multi-family Housing Revenue Bonds for the construction of new multifamily residential rental housing located at the southwest corner of the intersection of Queens Street and North Quaker Avenue.

Item Summary

The Public Financing Authority will issue the Series 2024 Bonds for the purpose of providing funds to finance the costs of (i) construction of new multifamily residential rental housing, the Amplify Lubbock Project.

The Amplify Lubbock Project will be owned and operated by CFC-LSH, LLC, a single member limited liability company organized and existing under the laws of the State of Arizona. Community Finance Corporation is an Arizona nonprofit corporation of CFC-LSH, LLC, whose sole member is the Corporation. The Amplify Lubbock Project includes financing the costs of acquiring, constructing, and equipping, an off-campus student housing facility located on a 14-acre site along Queens Street in Lubbock, Texas.

Upon completion, this facility will represent a quality Garden/Low Rise rental development with unit amenities reflective of typical Class A multi-family development, including premium countertops and appliances, and luxury vinyl plank flooring. The Amplify Lubbock Facilities consist of 174 units and 510 beds within a 3-story building. Units consist of a mix of 1-bed, 2-bed, 4-bed, and 5-bed units, all containing stainless steel appliances, 10-foot ceilings, European-style cabinets, window coverings, tile backsplash, granite or quartz countertops, vinyl plank flooring, undermount sinks, large walk-in closets, full size washer/dryer, and ceiling fans. Community amenities include a resort-style saltwater pool, clubhouse, fitness center, yoga/spin studio, internet café, controlled access gates, game room, storage rooms, grilling areas, dog park, and property-wide bulk data/WIFI.

Construction for the Amplify Lubbock Project will begin in January 2025, with an anticipated completion date of August 1, 2026. Pre-leasing will begin in September 2025.

Fiscal Impact

No fiscal impact is anticipated.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Resolution

Exhibit B

Key Facts on Project

RESOLUTION

WHEREAS, the Public Finance Authority (the “Authority”), a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended, has been asked to issue certain tax-exempt bonds (the “Bonds”), to be issued in one or more series in an aggregate principal amount not to exceed \$64,000,000.00. The proceeds of the Bonds will be loaned by the Authority to CFC-LSH, LLC, an Arizona limited liability company (the “Borrower”), the sole member of which is Community Finance Corporation, an Arizona nonprofit corporation and an organization exempt from federal income tax by virtue of being an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) authorized to do business in the State of Texas (the “Sole Member”), to finance the costs of acquisition, construction, installation, and equipping of a multifamily residential rental housing development serving universities and families in the City of Lubbock, Texas (the “City”) and known as Amplify Lubbock Project and to be located at the southwest of the intersection of Queens Street and N. Quaker Avenue in the City of Lubbock, Texas (the “Project”); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, tax exempt bonds issued to finance the acquisition, construction, installation, and equipping of the Project, which will be owned by the Borrower, must be approved by the applicable elected representative (as defined under Section 1.147(f)-1 of the U.S. Treasury Regulations) of the governmental unit within whose boundaries the Project is to be located; and

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds issued by the Authority must be approved by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries the Project is to be located; and

WHEREAS, the Borrower has requested that the City Council of the City approve the financing of the Project and the issuance of the Bonds in an aggregate amount not to exceed \$64,000,000 in order to satisfy the requirements of Section 147(f) of the Code, Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Joint Exercise Agreement”), and Section 66.0304(11)(a) of the Wisconsin Statutes; and

WHEREAS, the City Council is informed that the requisite public hearing was held telephonically by a hearing officer on behalf of the City on November 11, 2024, at 9:00 a.m., central time, and in accordance with IRS Rev. Proc. 2020-21 (as modified by IRS Rev. Proc. 2020-49, Rev. Proc. 2021-39 and Rev. Proc. 2022-20), and interested parties were able to join the public hearing on the date and time indicated above by dialing, 1-877-746-4263 (U.S. Toll Free) and, when prompted, entering the meeting code 2325331#.

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

Section 1. That the City Council gives its approval for the Authority to issue the Bonds for the purposes described in Section 4 in the maximum aggregate principal amount of \$64,000,000, the proceeds of which will be loaned to the Borrower to finance the costs of acquisition, construction, installation, and equipping of the Project, which will be located at the southwest corner of the intersection of Queens Street and N. Quaker Avenue in the City of Lubbock, Texas. Such approval is based upon the Certificate of the Public Hearing Officer, attached hereto as Exhibit B.

Section 2. That the City Manager is authorized and directed to take any action and to execute and deliver any documents that are necessary or advisable to comply with the terms of this Resolution.

Section 3. That nothing in this Resolution shall be construed to create any obligation whatsoever of the City with respect to the repayment of the Bonds. The Bonds shall never constitute an indebtedness or pledge of the City within the meaning of any constitutional or statutory provision, and the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the City. **Further, this approval is not to be construed as (i) a representation or warranty by the City or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed or (ii) a pledge of the faith and credit of or by the City or (iii) as a consent to jurisdiction of any authority or any state governmental entity outside the State of Texas. Further, the fact that the City Council has approved the Bonds as required by the Code and the Wisconsin Statute may not, in any event, be used as a sales device with respect to the Bonds, or a representation or warranty by the City concerning the validity of the Bonds.**

Section 4. That it is the purpose and intent of the City Council that this Resolution constitutes approval by the City of Lubbock, Texas, solely for purposes of meeting the requirements of Section 147(f) of the Code and in accordance with Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement, of the issuance of the Bonds and the facilities to be financed thereby and the City of Lubbock, Texas is one of the governmental unit(s) having jurisdiction over the area in which each Project is located. This Resolution shall not be construed as a representation, warranty, or other understanding of any kind by the City in respect of the Bonds or the Project. In particular, but without limiting the forgoing, this Resolution does not constitute zoning approval, approval of any building permit, or any other approval required by the City in regard to the Project. The City Council certifies that the City Council is the elected legislative body and governing body of the City of Lubbock, Texas.

Section 5. That this Resolution shall be effective immediately upon its adoption.

Section 6. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

Passed by the City Council on _____.

Mark W. McBrayer, Mayor

City of Lubbock

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

APPROVED AS TO CONTENT:



Cheryl Brock, Interim CFO

EXHIBIT B
CERTIFICATE OF PUBLIC HEARING OFFICER

[See attached]

Exhibit B

CERTIFICATE OF PUBLIC HEARING OFFICER

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the plan of finance including the issuance of tax exempt bonds in one or more series in an aggregate amount not to exceed \$64,000,000 (collectively, the “**Bonds**”) issued by the Public Finance Authority (the “**Authority**”), a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended, to finance the acquisition, construction, installation, and equipping of a multifamily residential rental housing development serving universities and families in the City of Lubbock, Texas, as more specifically identified in the Notice of Public Hearing attached hereto as **Attachment A** (the “**Project**”), which will be owned by the borrower identified in the Notice of Public Hearing attached hereto as Attachment A (the “**Borrower**”), the sole member of which is Community Finance Corporation, an Arizona nonprofit corporation and an organization exempt from federal income tax by virtue of being an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”) authorized to do business in the State of Texas (the “**Sole Member**”).

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing that was held telephonically in connection with the proposed plan of finance including the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Attachment A**. Such public hearing occurred at 9:00 am central daylight time, November 11, 2024. Interested parties were permitted to join the public hearing on the date and time indicated above by dialing, 1-877-746-4263 (U.S. Toll Free) and, when prompted, entering the meeting code 2325331#. The public was not able to attend in person.
2. No less than seven days before the date of the public hearing, notice of the public hearing was published in a newspaper of general circulation available to residents of the City of Lubbock, Texas, as evidenced by the affidavit of publication received from the Lubbock Avalanche-Journal containing the Notice of Public Hearing attached hereto as **Attachment A**, showing proof of publication in the Lubbock Avalanche-Journal on November 1, 2024.
3. I called the meeting to order and related all pertinent information regarding the Bonds including a reading of the Notice of Public Hearing attached hereto as Attachment A. All persons appearing telephonically at the public hearing were given an opportunity to comment on the proposed plan of finance, including the issuance of the Bonds, and the Project to be financed by the plan of finance. No such persons appeared telephonically or made comments except as is set forth on **Attachment B** attached hereto. There were no written or oral protests regarding the issuance of the Bonds and the use of the proceeds thereof.
4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

Exhibit B

WITNESS MY HAND this 11th day of November, 2024.

By: _____
Hearing Officer

Exhibit B

ATTACHMENT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

[Attached]

Exhibit B

ATTACHMENT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

[None]

KEY INFORMATION

AMPLIFY LUBBOCK PROJECT

Issuer

The Public Finance Authority (the “Authority”) was established under Section 66.0304 of the Wisconsin Statutes (the “Statute”) which authorizes two or more political subdivisions to create a commission to issue bonds. The Authority was formed as of September 28, 2010 by four Wisconsin counties (Adams, Bayfield, Marathon, and Waupaca) and the City of Lancaster, Wisconsin for the public purpose of providing local governments a means to efficiently and reliably finance projects that benefit local governments and nonprofit organizations and other eligible private borrowers in the State of Wisconsin and throughout the country.

Borrower

CFC-LSH, LLC (the “Borrower”) is a single member limited liability company organized and existing under the laws of the State of Arizona. Community Finance Corporation, an Arizona nonprofit corporation (the “Corporation”) is the Corporation of the Borrower. The proceeds of the Series 2024 Bonds will be loaned by the Authority to the Borrower pursuant to a Loan Agreement dated as of November 1, 2024 (the “Loan Agreement”), between the Authority and the Borrower to finance the costs described herein. The Borrower has no assets other than the Amplify Lubbock Facilities (as described herein). The Borrower is disregarded as an entity separate and apart from the Corporation for federal income tax purposes.

Corporation

Community Finance Corporation (the “Corporation”) is a non-profit corporation organized and existing under the laws of the State of Arizona and is an exempt organization under §501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The Corporation will have no obligation with respect to the Series 2024 Bonds or under the hereinafter described Ground Lease, Loan Agreement, Leasehold Deed of Trust, Security Agreement, Assignment of Contracts and Agreements, or Indenture. The Corporation was organized and is operated exclusively for the purpose of lessening the burdens of government and nonprofit organizations and to erect, finance the erection of, or maintain public buildings, monuments or works; and it is operated exclusively for charitable purposes. The Corporation is governed by a Board of Trustees which consists of not less than three nor more than 15 persons and currently has five members. The Corporation has participated in over \$2.0 billion in Public-Private Partnership (P3) projects located throughout the United States since undertaking its first project in 2000. These 20 projects include a wide range of governmental and nonprofit uses, including office facilities, parking structures, public safety/correctional facilities, university facilities, privatized student housing, nonprofit retail facilities and infrastructure.

Issuance

The Public Finance Authority (the “Authority”) is issuing

- (i) \$52,945,000* aggregate principal amount of its Multifamily Housing Revenue Bonds (CFC-LSH, LLC - Amplify Lubbock Project), Series 2024A-1 (Tax-Exempt) (the “Series 2024A-1 Bonds”)
- (ii) \$950,000* aggregate principal amount of its Multifamily Housing Revenue Bonds (CFC-LSH, LLC - Amplify Lubbock Project), Series 2024A-2 (Taxable) (the “Series 2024A-2 Bonds” and, together with the Series 2024A-1 Bonds, the “Series 2024A Bonds”); and
- (iii) \$5,325,000* aggregate principal amount of its Multifamily Housing Revenue Bonds (CFC-LSH, LLC - Amplify Lubbock Project), Subordinate Series 2024B (Tax-Exempt) (the “Series 2024B Bonds” and, collectively with the Series 2024A Bonds, the “Series 2024 Bonds”)

KEY INFORMATION

AMPLIFY LUBBOCK PROJECT

Plan of Finance

The Authority will issue the Series 2024 Bonds for the purpose of providing funds to finance the costs of (i) construction of new multifamily residential rental housing, consisting of approximately 510 beds in 174 units [in a garden/low rise rental development] at the southwest corner of the intersection of Queens Street and N. Quaker Avenue in the City of Lubbock, Texas (as more particularly described in the Ground Lease, the “Amplify Lubbock Site”), and equipment, machinery, furnishings, and other personal property all replacements, substitutions, and additions thereto (collectively, the “Amplify Lubbock Facilities” or the “Amplify Lubbock Project”); (ii) associated site development, [demolition of existing improvements], and common area space; (iii) acquisition of a ground lease and leasehold interest in the Amplify Lubbock Project, and the related real estate, fixtures, equipment, furnishings and facilities; and (iv) amounts required for reserves, working capital, capitalized interest, costs of issuance and other financing expenses related to the issuance of the Series 2024 Bonds (collectively, the “Series 2024 Project”). The Amplify Lubbock Project will be owned and operated by the Borrower whose sole member is the Corporation.

Security and Sources of Payment

The Series 2024 Bonds are special limited obligations of the Authority payable solely from the Trust Estate and, except from such source, none of the Authority, any Member, any Sponsor, any Authority Indemnified Person, the State or any political subdivision or agency thereof or any political subdivision approving the issuance of the Series 2024 Bonds is obligated to pay the principal of, premium, if any, or interest thereon or any costs incidental thereto. The Series 2024 Bonds are not a debt of the State or any Member and do not, directly, indirectly or contingently, obligate in any manner any Member, the State or any political subdivision or agency thereof or any political subdivision approving the issuance of the Series 2024 Bonds to levy any tax or to make any appropriation for payment of the principal of, premium, if any, or interest on, the Series 2024 Bonds or any costs incidental thereto. Neither the faith and credit nor the taxing power of any Member, any Sponsor, the State or any political subdivision or agency thereof or any political subdivision approving the issuance of the Series 2024 Bonds, nor the faith and credit of any Sponsor, the Authority or any Authority Indemnified Person, shall be pledged to the payment of the principal of, premium, if any, or interest on, the Series 2024 Bonds or any costs incidental thereto. The Authority has no taxing power.

Neither the members of the Authority nor any person executing the Series 2024 Bonds shall be liable personally on the Series 2024 Bonds. The Series 2024 Bonds are payable solely, except to the extent paid out of moneys attributable to the proceeds of the Series 2024 Bonds and from temporary investment thereof, from the Security (as such term is defined in the Indenture) and from a pledge of moneys derived from the Loan Agreement between the Authority and the Borrower.

The Amplify Lubbock Project

The Amplify Lubbock Project includes financing the costs of acquiring, constructing, and equipping, an off-campus student housing facility located on a 14.00-acre site along Queens Street in Lubbock, Texas. Upon completion, this will represent a quality Garden/Low Rise rental development with unit amenities reflective of typical Class A multi-family development, including premium countertops and appliances, and luxury vinyl plank flooring.

The Amplify Lubbock Facilities consist of 174 units and 510 beds within a three-story building. Units consist of a mix of one-bed, two-bed, four-bed, and five-bed units, all containing stainless steel appliances, 10’ ceilings, European-style cabinets, window coverings, tile backsplash, granite or quartz countertops, vinyl plank Flooring, undermount sinks, large walk-in closets, full size washer/dryer and ceiling fans. Community amenities include a resort-style saltwater pool, clubhouse, fitness center, yoga/spin studio,

KEY INFORMATION
AMPLIFY LUBBOCK PROJECT

internet café, controlled access gates, game room, storage rooms, grilling areas, dog park and property-wide bulk data/WIFI.

Construction for the Amplify Lubbock Project will begin in January 2025 with an anticipated completion date of August 1, 2026. Pre-leasing will begin in September 2025. Lease-up/absorption is estimated at 11 months, or approximately 15 units per month, for a stabilization date of August 1, 2026. Upon completion, the property will have a remaining economic life of 55 years.

The Amplify Lubbock Project is designed to provide housing for the following Lubbock institutions of higher education: Covenant School of Nursing and Allied Health, Lubbock Christian University, South Plains College, Texas Tech University, and Wayland Baptist University. THE INSTITUTIONS SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2024 BONDS, AND THE INSTITUTIONS SHALL NOT BE RESPONSIBLE OR LIABLE, EXPRESSLY OR IMPLICITLY, FOR ANY OTHER OBLIGATIONS OF ANY PARTY, UNDER ANY OF THE BOND DOCUMENTS, OR UNDER ANY OTHER DOCUMENTS DELIVERED IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2024 BONDS OR FOR THE SERIES 2024 PROJECT.

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcel 28), on the south side of 82nd Street between Elm Avenue and Ivory Avenue, to be utilized for the 82nd Street and Martin Luther King, Jr. Boulevard Project, which is a portion of the 2022 Street Bond Project.

Item Summary

With the widening of 82nd Street from I-27 to Martin Luther King, Jr. Blvd., the following street dedication will allow for the construction of the arterial. Blat Investments, LLC, a Texas Limited Liability Company, is dedicating right-of-way to the City of Lubbock.

The proponents will dedicate 32,164 square feet of land for street right of way purposes, for \$80,410 plus closing costs.

Fiscal Impact

The cost of the land acquisition is \$80,410 plus closing costs, and is funded in Capital Improvements Project 92825, Street Bond 82nd and MLK – 22 B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

Attachments

Resolution - Parcel 28

Deed - Parcel 28

GIS Map - Parcel 28

CIP Budget Detail

CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 28), to be utilized for the 82nd Street and MLK Jr. Boulevard Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

**_____
MARK W. MCBRAYER, MAYOR**

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

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

**82nd Street and MLK Jr. Boulevard, 2022 Street Bond Project
Parcel No. 28
82nd Street, Lubbock, TX 79404
Block E, Section 7, AB 48 N 150' Tr A1A & A1B, 2.27 Acres**

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

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

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

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

The consideration cited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expense of litigation.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 4 day of October, 2024

GRANTOR:

BLAT INVESTMENTS, LLC,
A Texas limited liability company

By: [Signature]
Brian Deconcini, Member/Manager of Blat Investments, LLC

By: [Signature]
Trent Hysinger, Member/Manager of Blat Investments, LLC

By: [Signature]
Lynce Carroll, Member/Manager of Blat Investments, LLC

POLAR ENERGY INC.

A Texas Corporation, Member/Manager of Blat Investments, LLC

By: [Signature]
Camille Adamson, President of Polar Energy, Inc.

By: [Signature]
Alex Briggs, Vice President of Polar Energy, Inc.

CORPORATE ACKNOWLEDGEMENT

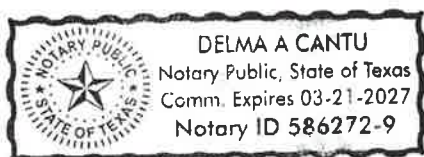
STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 4th day of October, 2024 by Brian Deconcini, Member/Manager of Blat Investments, LLC, a Texas limited liability company. The acknowledging person personally appeared by:

☒ physically appearing before me.

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



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 03/21/2027

CORPORATE ACKNOWLEDGEMENT

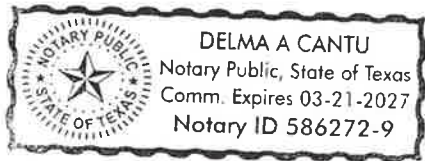
STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 4th day of October, 2024 by Trent Hysinger, Member/Manager of Blat Investments, LLC, a Texas limited liability company. The acknowledging person personally appeared by:

☒ physically appearing before me.

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



Delma A. Cantu
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 03/21/2027

CORPORATE ACKNOWLEDGEMENT

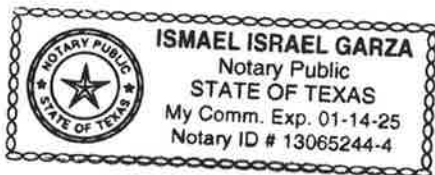
STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 3rd day of October, 2024 by Lynce Carroll, Member/Manager of Blat Investments, LLC, a Texas limited liability company. The acknowledging person personally appeared by:

☒ physically appearing before me.

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



Ismael Israel Garza
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 01-14-2025

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Midland

This instrument was acknowledged before me on the 16 day of October, 2024 by Camille Adamson, President of Polar Energy Inc., a Texas corporation, Member/Manager of Blat Investments, LLC, a Texas limited liability company. The acknowledging person personally appeared by:

☒ physically appearing before me.

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



Megan Lopez
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 3-30-2027

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF ^{my}~~TX~~ Midland

This instrument was acknowledged before me on the 16 day of October, 2024 by Alex Briggs, Vice President of Polar Energy Inc., a Texas corporation, Member/Manager of Blat Investments, LLC, a Texas limited liability company. The acknowledging person personally appeared by:

☒ physically appearing before me.

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



Megan Lopez
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 3-30-2027

Grantee's Address:

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

EXHIBIT "A"

DESCRIPTION – PARCEL 28

Field notes describing a 0.74 acre Right-of-Way out of a called 9.77 acre tract of land located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 0.74 acre tract of land out of a called 9.77 acre tract of land described in a Warranty Deed with Vendor's Lien to Blat Investments LLC., recorded in County Clerk File Number 2023010083, Official Public Records, Lubbock County, Texas, located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, and further described by metes and bounds as follows;

BEGINNING at a 3/4 inch iron rod (N: 7,253,443.07', E: 953,570.42') found on the west line of said called 9.77 acre tract and being the same as the northeast corner of a Lubbock County right-of-way easement described in Volume 1498, Page 961, Official Public Records, Lubbock County, Texas, from which a Cotton Spindle found for the northwest corner of said called 9.77 acre tract bears North 01°58'28" East, 50.39 feet and a Railroad Spike (N: 7,253,537.48', E: 952,252.99') found for the northwest corner of said Section 7, bears North 88°05'16" West, 1,319.90 feet from said Cotton Spindle;

THENCE South 88°04'15" East, a distance of **30.06 feet** to a Point for a corner of this tract on the east line of a Lubbock County right-of-way easement described in Volume 1498, Page 965, Official Public Records, Lubbock County, Texas;

THENCE North 01°58'47" East, along the east line of said Lubbock County right-of-way easement described in Volume 1498, Page 965, a distance of **20.40 feet** to a Point for a corner on the south line of a 30 feet wide Lubbock County right-of-way easement for 82nd Street described in Volume 500, Page 649, Official Public Records, Lubbock County, Texas;

THENCE South 88°05'16" East, along the south line of said 82nd Street, a distance of **628.94 feet** to a Point for the northeast corner of this tract on the common east line of said called 9.77 acre tract and west line of a called 150.97 acre tract described in a Warranty Deed with Vendor's Lien to Lone Oak Homes, L.C. recorded in County Clerk File Number 2012000935, Official Public Records, Lubbock County, Texas, from which a Cotton Spindle with washer found for the northeast corner of said called 9.77 acre tract and being the same as the northwest corner of said called 150.97 acre tract bears North 01°58'13" East, 30.01 feet;

THENCE South 01°58'13" West, along said common line, at a distance of 20.35 feet pass a 1/2 inch iron rod with cap stamped "CEC 10194378" found for reference and continuing for a total distance of **49.82 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" (N: 7,253,391.66', E: 954,228.04') set for the southeast corner of this tract;

THENCE North 88°04'24" West, a distance of **659.00 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" set for the southwest corner of this tract on the common west line of said called 9.77 acre tract and east line of said Lubbock County right-of-way easement described in Volume 1498, Page 961;

THENCE North 01°58'28" East, along said common line, a distance of **29.27 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.74 acre (32,164 square feet) of land.

EXHIBIT "A"

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

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

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

Jeffrey L. Foster 2024-05-07

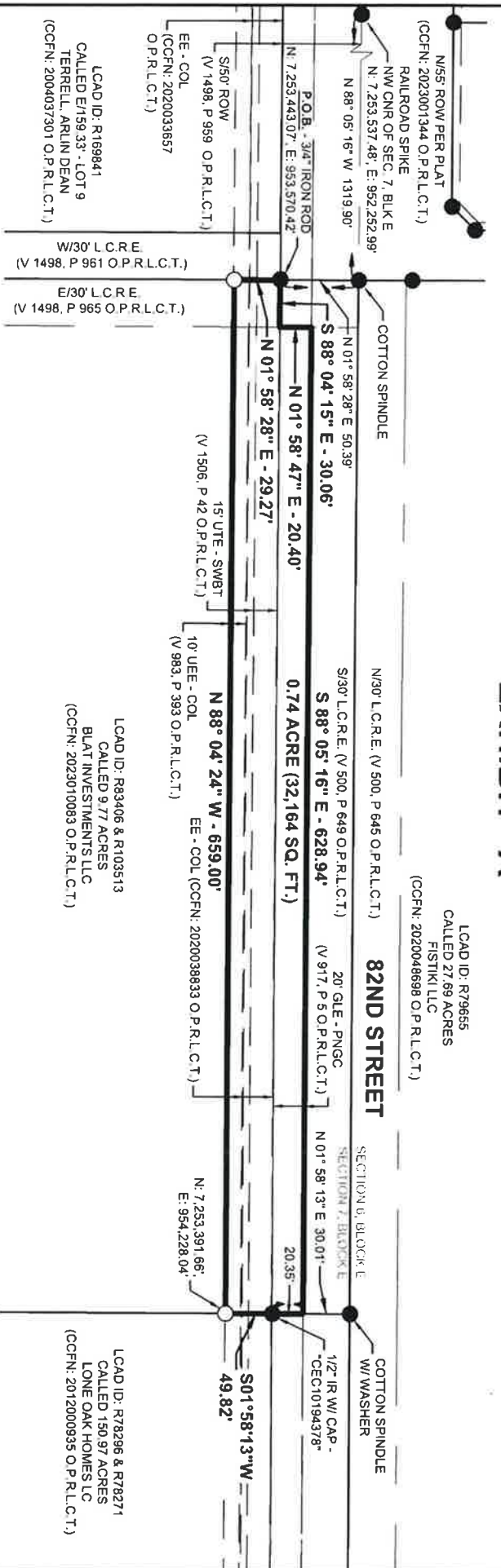


Jeffrey L. Fansler
Registered Professional Land Surveyor
Texas Registration No. 4348

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

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"



Jeffrey L. Fansler
Registered Professional Land Surveyor
No. 4348



CobbFendley

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

DATE: 04/29/2024
DRAWN BY: JLF
SHEET NO. 3 OF 3
SHEET ID: 2302-019-01
2302-019-01-PARCEL 28.dwg

PARCEL 28
A 0.74 ACRE (32,164 Sq. Ft.) RIGHT-OF-WAY OUT OF A CALLED 9.77 ACRE TRACT
OF LAND LOCATED IN SECTION 7, BLOCK E, OF THE GC & SF R.R. CO. SURVEY,
LUBBOCK COUNTY, TEXAS.

© copyright Cobb Fendley & Associates, Inc.

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

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

Jeffrey L. Foster 2024-05-07



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

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

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"

N/55° ROW PER PLAT
(CCFN: 2023001344 O.P.R.L.C.T.)

RAILROAD SPIKE
NW COR OF SEC. 7, BLK E
N 7.253, 537.48', E: 952, 252.99'

N 88° 05' 16" W 1319.90'

P.O.B. - 3/4" IRON ROD
N 7.253, 443.07', E: 953, 570.42'

S/50° ROW
(V 1498, P 959 O.P.R.L.C.T.)

EE - COL
(CCFN: 2020033657 O.P.R.L.C.T.)

LCAD ID: R169841
CALLED E/159.33' - LOT 9
TERRELL, ARLIN DEAN
(CCFN: 2004037301 O.P.R.L.C.T.)

W/30' L.C.R.E.
(V 1498, P 961 O.P.R.L.C.T.)
E/30' L.C.R.E.
(V 1498, P 965 O.P.R.L.C.T.)

COTTON SPINDLE

N 01° 58' 28" E 50.39'
S 88° 04' 15" E - 30.06'

N 01° 58' 47" E - 20.40'
N 01° 58' 28" E - 29.27'

15' UTE - SWBT
(V 1506, P 42 O.P.R.L.C.T.)

N 88° 04' 24" W - 659.00'
10' UEE - COL
(V 983, P 393 O.P.R.L.C.T.)

N/30° L.C.R.E. (V 500, P 645 O.P.R.L.C.T.)

S/30° L.C.R.E. (V 500, P 649 O.P.R.L.C.T.)
S 88° 05' 16" E - 628.94'

0.74 ACRE (32,164 SQ. FT.)

82ND STREET

20' GLE - PNGC
(V 917, P 5 O.P.R.L.C.T.)

SECTION 6, BLOCK E
SECTION 7, BLOCK E

N 7.253, 391.66'
E: 954, 228.04'

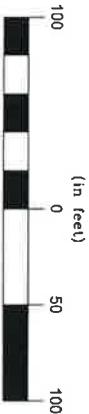
COTTON SPINDLE
W WASHES

1/2" IR W/ CAP -
(CCF: 10194378")

S 01° 58' 13" W -
49.82'

LCAD ID: R78296 & R78271
CALLED 150.97 ACRES
LONE OAK HOMES LC
(CCFN: 2012000935 O.P.R.L.C.T.)

GRAPHIC SCALE



NOTES:

1. Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983, 2011 Adjustment. All coordinates shown hereon are Surface values displayed in US Survey Feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. All distances shown hereon are Surface values displayed in US Survey feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021.
2. This survey plat is accompanied by a written description which covers the identical parcel that is shown hereon, signed and sealed on even date herewith and is hereby made a part of this document.
3. This survey plat was prepared without the benefit of a title report. The surveyor did not research subject property title information. All easements of record may not be shown.

LEGEND
P.O.B. = POINT OF BEGINNING
I.R. = IRON ROD
EE = ELECTRICAL EASEMENT
GLE = GAS LINE EASEMENT
UTE = UNDERGROUND TELECOMMUNICATIONS EASEMENT
UEE = UNDERGROUND ELECTRICAL EASEMENT
ROW = RIGHT-OF-WAY
L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT
COL = CITY OF LUBBOCK
SWBT = SOUTHWESTERN BELL TELEPHONE
SDD = STREET DEDICATION DEED
V./P. = VOLUME / PAGE
CCFN = COUNTY CLERK FILE NUMBER
O.P.R.L.C.T. = OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY TEXAS
● = MONUMENT FOUND (AS NOTED)
○ = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
--- = PROPERTY LINE
--- = EASEMENT LINE - AS DESCRIBED
--- = ADJOINING PROPERTY LINE
--- = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE



Jeffrey L. Fansler
Jeffrey L. Fansler
Registered Professional Land Surveyor
No. 4348
Date
2024-05-07

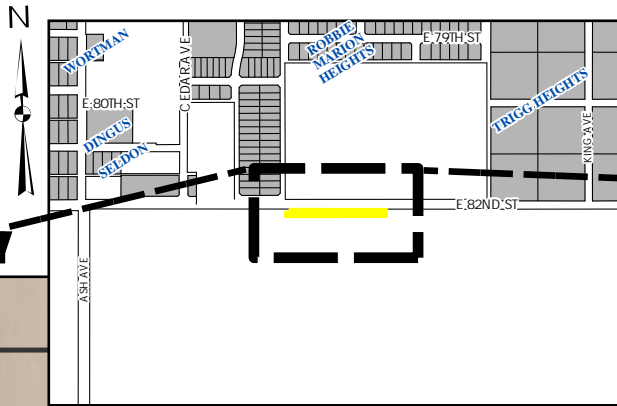


PARCEL 28

A 0.74 ACRE (32,164 Sq. Ft.) RIGHT-OF-WAY OUT OF A CALLED 9.77 ACRE TRACT
OF LAND LOCATED IN SECTION 7, BLOCK E, OF THE GC & SF R.R. CO. SURVEY,
LUBBOCK COUNTY, TEXAS.

CobbFendley

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



Proposed Street Deed Dedication Located in Section 7, Block E

Proposed Street Deed Dedication
32,164 sq ft

82ND ST

0 100 200 300 400 500 Feet

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



Digital Orthophotography - May 2023

City of Lubbock, TX
Capital Project
Project Cost Detail
November 12, 2024

Capital Project Number:	92825
Capital Project Name:	Street Bond 82nd and MLK - 22B

<i>Encumbered/Expended</i>	<u>Budget</u>
City of Lubbock Staff Time	\$ 14,846
Contract 17088 with LAN for Design Services on 82nd and MLK	3,424,877
Playa Lake 82 Land Purchase	700,000
Previous Project Land Purchase's	233,860

<i>Agenda Items, November 12th, 2024</i>	
Parcel 28 Land Purchase	80,410

<i>Encumbered/Expended To Date</i>	<u>4,453,994</u>
------------------------------------	------------------

<i>Estimated Costs for Remaining Appropriation</i>	
Purchase of Land and Roadway Construction	<u>1,246,006</u>
<i>Remaining Appropriation</i>	<u>1,246,006</u>

Total Appropriation	<u><u>\$ 5,700,000</u></u>
----------------------------	----------------------------



CIP 92825 82nd Street and MLK Blvd- 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

82nd Street from I-27 to MLK Blvd and MLK BLVD from 74th Street to 82nd Street are currently a two-lane paved road and are designated in the 2018 Thoroughfare Master Plan to become a seven-lane Principal Arterial and a five-lane Principal Arterial (Modified). Continued growth in east Lubbock has increased traffic demands along the 82nd Street and MLK BLVD corridors. This thoroughfare will include the ultimate design of a seven-lane and five-lane undivided thoroughfares with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2022-23 \$5,700,000 was appropriated by Ord. 2022-00169

Project Dates

Design Start Date: 01/2023
Design Completion: 01/2025
Bid for Constuction: 09/2025
Award Construction: 11/2025
Project Completion: 04/2029

Project Location

82nd St and Martin Luther King Boulevard

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$5,700,000	\$0	\$14,100,000	\$0	\$0	\$0	\$0
TOTAL	\$5,700,000	\$0	\$14,100,000	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Obligation Bonds	\$5,700,000	\$0	\$14,100,000	\$0	\$0	\$0	\$0
TOTAL	\$5,700,000	\$0	\$14,100,000	\$0	\$0	\$0	\$0

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas, (Parcel 11), on the north side of 34th Street, across from Rochester Avenue, to be utilized for the 34th Street - Upland Avenue to Milwaukee Avenue Project, which is a portion of the 2022 Street Bond Project.

Item Summary

Chase and Jodi Hall are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the 34th Street: Upland Avenue to Milwaukee Avenue Capital Improvements Bond Project on the north side of 34th Street, across from Rochester Avenue.

The proponents will dedicate a 2,006 square feet tract of land for street right-of-way purpose, for \$20,519 plus closing costs, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$20,519 plus closing costs. This acquisition is funded in Capital Improvements Project 92813, 34th Street: Upland Avenue to Milwaukee Avenue – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution - Parcel 11

Dedication Deed - Parcel 11

Parcel 11 - GIS Map

CIP Budget Detail

CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 11), to be utilized for the 34th Street- Upland Avenue to Milwaukee Avenue Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

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

34th Street (Upland to Milwaukee) Project

Parcel No. 11

Abbreviated Property Description: a 0.1492-acre (6497 sq. ft.) parcel located in the Southwest Quarter (SW/4) of Section 43, Block AK, Lubbock County, Texas, being a portion of that called 56.861-acre tract as described in Volume 8166, Page 157, Official Public Records of Lubbock County, Texas (OPRLCT)

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

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF LUBBOCK

§

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 18th day of September, 2024

GRANTOR: JAMES T. HALL and LINDA E. HALL

James T. Hall
JAMES T. HALL, a married man

Linda E. Hall
LINDA E. HALL, a married woman

ACKNOWLEDGEMENT

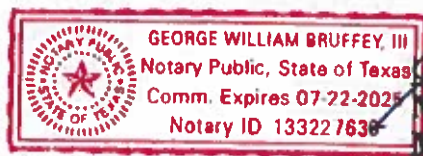
STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 18th day of SEPTEMBER, 2024 by JAMES T. HALL and LINDA E. HALL, husband and wife. The acknowledging person personally appeared by:

☒ physically appearing before me.

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



George W. Bruffey III
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 7-22-2025

Grantee's Address:

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

Street, Public Use and Right of Way Deed

Line Table	
Line #	Direction
L1	N01° 50' 09"E
L2	S88° 11' 40"E
L3	S01° 50' 30"W
L4	N88° 11' 40"W

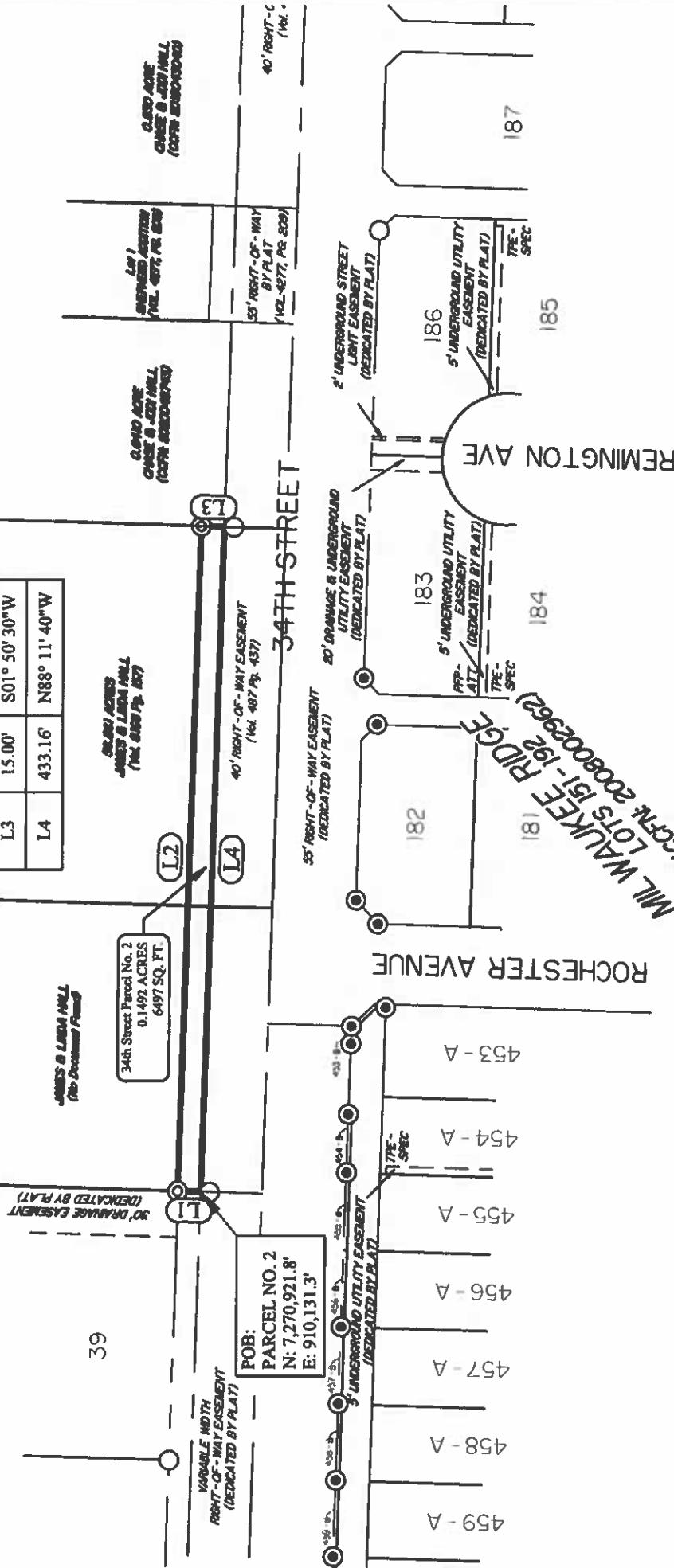


EXHIBIT A

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT

- ⊙ - SET 1/2" IRON ROD/CAP (HRA)
- ⊙ - FOUND 1/2" IRON ROD/CAP (STEVENS)
- - FOUND 3/8" IRON ROD

POB- POINT OF BEGINNING
CCFN- COUNTY CLERK FILE NUMBER

HR HUGO REED AND ASSOCIATES, INC.

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

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011).
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

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10/19/2023

34TH STREET
MILWAUKEE AVE. TO UPLAND AVE.

Parcel 11
PERIMETER SURVEY OF A
0.1492 ACRE PARCEL LOCATED IN
SECTION 43, BLOCK AK
LUBBOCK COUNTY, TEXAS

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

DESCRIPTION FOR PARCEL 11

METES AND BOUNDS DESCRIPTION of a 0.1492-acre (6497 sq. ft.) parcel located in the Southwest Quarter (SW/4) of Section 43, Block AK, Lubbock County, Texas, being a portion of that called 56.861-acre tract as described in Volume 8166, Page 157, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.1492-acre parcel being further described as follows:

BEGINNING at a point (N=7,270,921.8', E=912,131.3') in the North Right-of-Way line of 34th Street, in the East plat limits of Lots 1-62 Pine Hills Addition, according to the map, plat, and/or dedication deed thereof recorded in Volume 1709, Page 661, Deed Records of Lubbock County, Texas, for the Southwest corner of this parcel, which bears S. 88°11'40" E. a distance of 1579.45 feet and N. 01°48'20" E. a distance of 40.00 feet from a railroad spike found at the Southwest corner of said Section 43, Block AK, from which said beginning point a 3/8" iron rod found in reference bears S. 01°50' W. a distance of 0.46 feet;

THENCE N. 01°50'09" E. along said plat limits, a distance of 15.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for the Southeast corner of Lot 39, said Pine Hills Addition and the Northwest corner of this parcel;

THENCE S. 88°11'40" E., 55.00 feet North of and parallel with the South line of said Section 43, at 185.25 feet pass a West line of said called 56.861-acre tract, continuing for a total distance of distance of 433.16 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set in the East line of said called 56.861-acre tract and the West line of that 1-acre tract described in County Clerk File Number (CCFN) 2020048743, Official Property Records of Lubbock County, Texas, at the Northeast corner of this parcel;

THENCE S. 01°50'30" W. along the West line of said 1-acre tract and the East line of said 56.861-acre tract a distance of 15.00 feet to a point for the Southeast corner of this parcel, from which a 3/8" iron rod found in reference bears S. 01°50'30" W. a distance of 0.3 feet;

THENCE N. 88°11'40" W., 40.00 feet North of and parallel with the South line of said Section 43 a distance of 433.16 feet to the Point of Beginning.

34TH STREET
MILWAUKEE AVE. TO UPLAND AVE.

Parcel 11
PERIMETER SURVEY OF A
0.1492 ACRE PARCEL LOCATED IN
SECTION 43, BLOCK AK
LUBBOCK COUNTY, TEXAS

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



10/19/2023

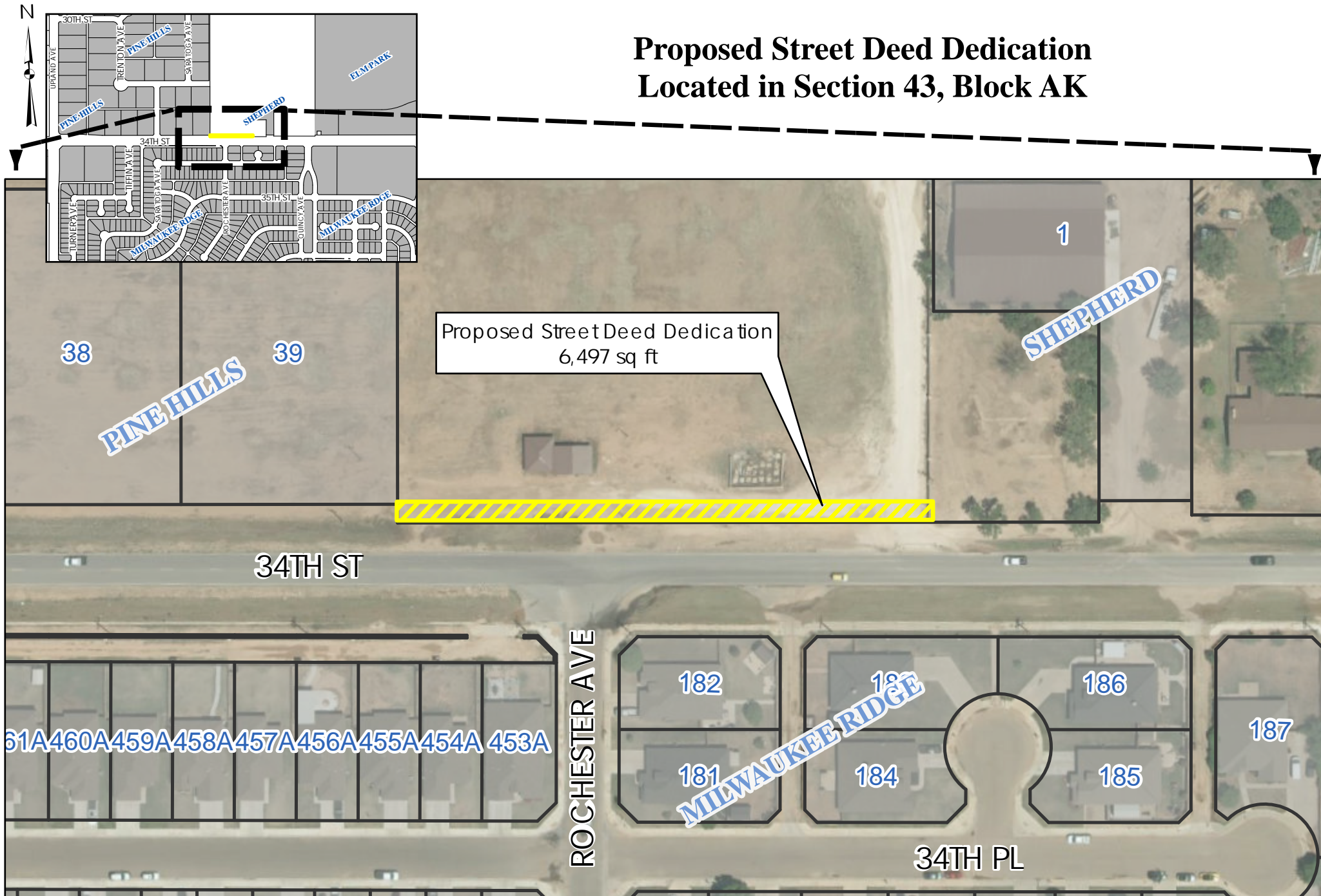
**HR HUGO REED
AND ASSOCIATES, INC.**

LAND SURVEYORS 1801 AVENUE N
CIVIL ENGINEERS LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-780 FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011) Distances and coordinates are
surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

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Proposed Street Deed Dedication Located in Section 43, Block AK



0 100 200 300 400 500 Feet

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

**City of Lubbock
Capital Project
Project Cost Detail
November 12, 2024**

Capital Project Number: 92813
Capital Project Name: 34h Street: Upland to Milwaukee - 22B

<i>Encumbered/Expended</i>	Budget
Contract 17130 with KHA for Design Services	1,161,600
Staff Time	34,150
Land Acquisition 3402 Upland	500,243
Removal of Improvements	25,760
Surveying	4,500
Advertisement cost	254
Amendment No. 1 to Contract 17130	158,000
Parcel 2 - Land Acquisition	266,513
Parcel 31 - Land Acquisition	-
Amendment No. 1 to Contract 17130	158,000
Amendment No. 2 to Contract 17130	39,500

Agenda Item November 12, 2024

Parcel 11 - Land Acquisition	70,235
Parcel 12 - Land Acquisition	20,519
Parcel 14 - Land Acquisition	482,105
Parcel 15 - Land Acquisition	485,384
<i>Encumbered/Expended To Date</i>	<u>3,406,762</u>

Estimated Cost for Remaining Appropriation

34th Street: Upland to Milwaukee - 22B Construction	<u>13,093,238</u>
<i>Remaining Appropriation</i>	<u>13,093,238</u>

Total Appropriation	<u><u>\$ 16,500,000</u></u>
----------------------------	-----------------------------



CIP 92813 34th Street from Upland Avenue to Milwaukee Avenue - 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

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

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2022-23 \$2,700,000 was appropriated by Ord. 2022-00169
- FY 2023-24 \$13,800,000 was appropriated by Ord. 2023-00108

Project Dates

Design Start Date: 02/2023
Design Completion: 11/2024
Bid for Constuction: 11/2024
Award Construction: 01/2025
Project Completion: 06/2026

Project Location

34th St - Upland Avenue to Milwaukee Avenue

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$16,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$16,500,000	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Obligation Bonds	\$16,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$16,500,000	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 12), on the north side of 34th Street, between Rochester Avenue and Quincy Avenue, to be utilized for the 34th Street - Upland Avenue to Milwaukee Avenue Project, which is a portion of the 2022 Street Bond Project.

Item Summary

Chase and Jodi Hall are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the 34th Street: Upland Avenue to Milwaukee Avenue Capital Improvements Bond Project, on the north side of 34th Street, between Rochester Avenue and Quincy Avenue.

The proponents will dedicate a 2,006 square feet tract of land for \$20,519 plus closing costs, for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$20,519 plus closing costs. This acquisition is funded in Capital Improvements Project 92813, 34th Street: Upland Avenue to Milwaukee Avenue – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 12 - Resolution

Parcel 12 - Dedication Deed

Parcel 12 - GIS Map

CIP Budget Detail

CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 12), to be utilized for the 34th Street- Upland Avenue to Milwaukee Avenue Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

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

34th Street (Upland to Milwaukee) Project

Parcel No. 12

Abbreviated Property Description: a 0.0460-acre (2006 sq. ft.) parcel located in the Southwest One-Quarter (SW/4) of Section 43, Block AK, Lubbock County, Texas, being a portion of that 1-acre tract of land described in County Clerk File Number (CCFN) 2020048743, Official Public Records of Lubbock County, Texas (OPRLCT)

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

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK

§

§

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 20 day of September, 2024

GRANTOR: CHASE HALL and JODI HALL

Chase Hall
CHASE HALL, a married man

Jodi Hall
JODI HALL, a married woman

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 20 day of September, 2024 by CHASE HALL and JODI HALL, husband and wife. The acknowledging person personally appeared by:

☒ physically appearing before me.

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



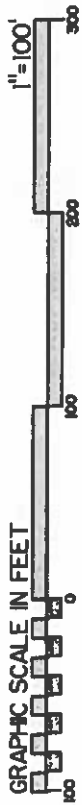
Irene Parrish
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 03-16-2028

Grantee's Address:

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

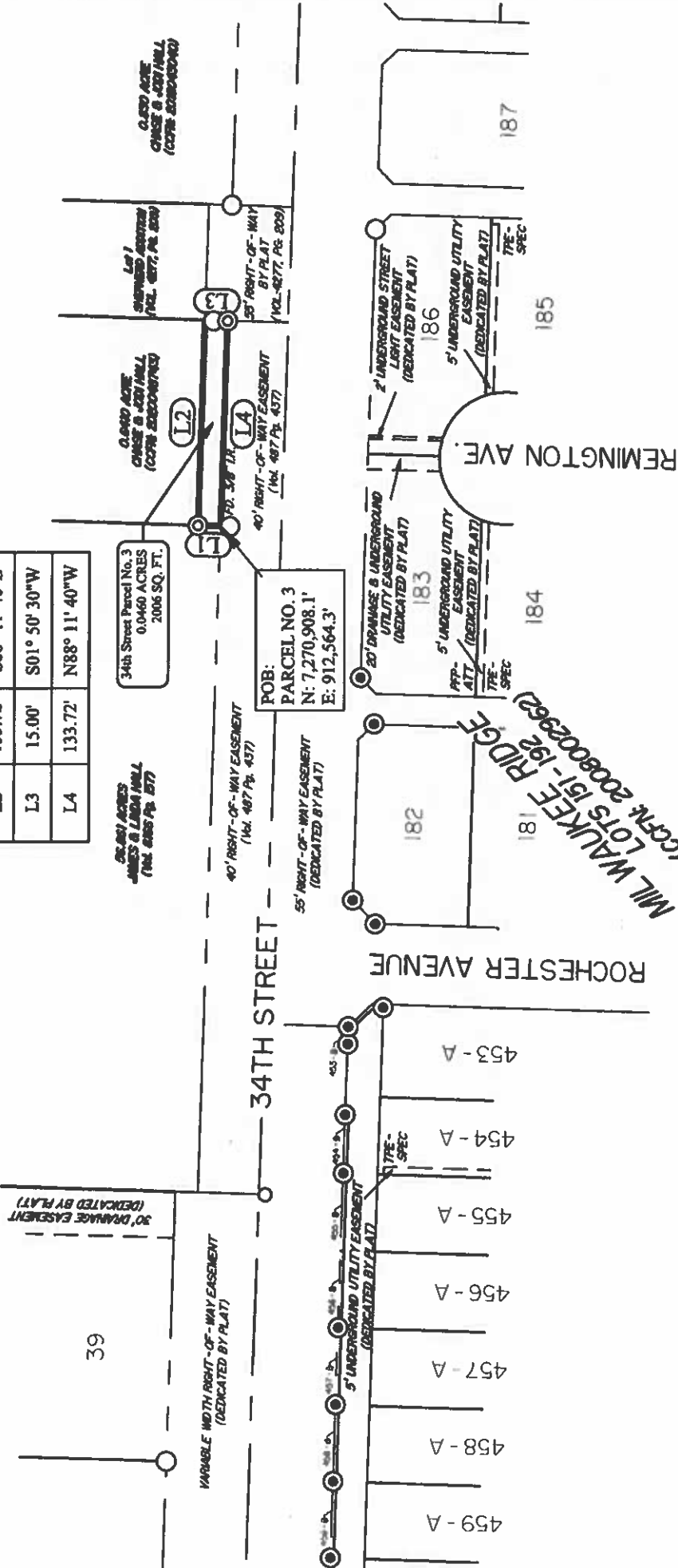
Street, Public Use and Right of Way Deed

GRAPHIC SCALE IN FEET



Line Table

Line #	Length	Direction
L1	15.00'	N01° 50' 30"E
L2	133.72'	S88° 11' 40"E
L3	15.00'	S01° 50' 30"W
L4	133.72'	N88° 11' 40"W



34TH STREET
MILWAUKEE AVE. TO UPLAND AVE.

Parcel 12
PERIMETER SURVEY OF A
0.0460 ACRE PARCEL LOCATED IN
SECTION 43, BLOCK AK
LUBBOCK COUNTY, TEXAS

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



10/19/2023

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5842
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011)
Distances and coordinates are surface, U.S. Survey feet
Combined Scale Factor: 1.00024

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT

- SET 1/2" IRON ROD/CAIP (HRA)
- FOUND 1/2" IRON ROD/CAIP (STEVENS)
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)

POB - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER

EXHIBIT A

DESCRIPTION FOR PARCEL 12

METES AND BOUNDS DESCRIPTION of a 0.0460-acre (2006 sq. ft.) parcel located in the Southwest One-Quarter (SW/4) of Section 43, Block AK, Lubbock County, Texas, being a portion of that 1-acre tract of land described in County Clerk File Number (CCFN) 2020048743, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.0460-acre parcel being further described as follows:

BEGINNING at a point (N=7,270,908.1', E=912,564.3') in the North Right-of-Way line of 34th Street as granted in Volume 487, Page 437, Deed Records of Lubbock County, Texas, in the West line of said 1-acre tract, for the Southwest corner of this parcel which bears S. 88°11'40" E. a distance of 2012.61 feet and N. 01°48'20" E. a distance of 40.00 feet from a railroad spike found at the Southwest corner of said Section 43, Block AK, from which beginning point a 3/8" iron rod found in reference bears S. 01°50'30" W. a distance of 0.3 feet;

THENCE N. 01°50'30" E. along the West line of said 1-acre tract, a distance of 15.00 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set for the Northwest corner of this parcel;

THENCE S. 88°11'40" S. a distance of 133.72 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set in the West line of Lot 1, Shepherd Addition to the City of Lubbock according to the instrument filed in Volume 4277, Page 209, Real Property Records of Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°50'30" W. along the West line of said Shepherd Addition, at 0.27 feet pass a 1/2" iron rod found in reference, continuing for a total distance of 15.00 feet to a 1/2" iron rod with cap "HUGO REED & ASSOC" set in the North right-of-way line of said 34th Street for the Southeast corner of this parcel;

THENCE N. 88°13'08" W. with the North Right-of-Way line of said 34th Street, a distance of 133.72 feet to the Point of Beginning.

34TH STREET
MILWAUKEE AVE. TO UPLAND AVE.

Parcel 12
PERIMETER SURVEY OF A
0.0460 ACRE PARCEL LOCATED IN
SECTION 43, BLOCK AK
LUBBOCK COUNTY, TEXAS

Robert A. Christopher, Registered Professional Land Surveyor

No. 5167 State of Texas



10/10/2022

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS

TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1801 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
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Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

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**Proposed Street Deed Dedication
Located in Section 43, Block AK**

Proposed Street Deed Dedication
2,006 sq ft

34TH ST

34TH PL

ROCHESTER AVE

MILWAUKEE RIDGE


PINE HILLS

455A 454A 453A

181 182 183 184 185 186 187 188 189 190

0 100 200 300 400 500 Feet

City of Lubbock



City of
Lubbock
TEXAS

Digital Orthophotography - May 2023

**City of Lubbock
Capital Project
Project Cost Detail
November 12, 2024**

Capital Project Number: 92813
Capital Project Name: 34h Street: Upland to Milwaukee - 22B

<i>Encumbered/Expended</i>	Budget
Contract 17130 with KHA for Design Services	1,161,600
Staff Time	34,150
Land Acquisition 3402 Upland	500,243
Removal of Improvements	25,760
Surveying	4,500
Advertisement cost	254
Amendment No. 1 to Contract 17130	158,000
Parcel 2 - Land Acquisition	266,513
Parcel 31 - Land Acquisition	-
Amendment No. 1 to Contract 17130	158,000
Amendment No. 2 to Contract 17130	39,500

Agenda Item November 12, 2024

Parcel 11 - Land Acquisition	70,235
Parcel 12 - Land Acquisition	20,519
Parcel 14 - Land Acquisition	482,105
Parcel 15 - Land Acquisition	485,384
<i>Encumbered/Expended To Date</i>	<u>3,406,762</u>

Estimated Cost for Remaining Appropriation

34th Street: Upland to Milwaukee - 22B Construction	<u>13,093,238</u>
<i>Remaining Appropriation</i>	<u>13,093,238</u>

Total Appropriation	<u><u>\$ 16,500,000</u></u>
----------------------------	-----------------------------



CIP 92813 34th Street from Upland Avenue to Milwaukee Avenue - 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

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

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2022-23 \$2,700,000 was appropriated by Ord. 2022-00169
- FY 2023-24 \$13,800,000 was appropriated by Ord. 2023-00108

Project Dates

Design Start Date: 02/2023
Design Completion: 11/2024
Bid for Constuction:11/2024
Award Construction: 01/2025
Project Completion: 06/2026

Project Location

34th St - Upland Avenue to Milwaukee Avenue

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$16,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$16,500,000	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Obligation Bonds	\$16,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$16,500,000	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 14), on the north side of 34th Street, between Rochester Avenue and Quincy Avenue, east of Parcel 12, to be utilized for the 34th Street - Upland Avenue to Milwaukee Avenue Project, which is a portion of the 2022 Street Bond Project.

Item Summary

Chase and Jodi Hall are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the 34th Street: Upland Avenue to Milwaukee Avenue Capital Improvements Bond Project on the north side of 34th Street, between Rochester Avenue and Quincy Avenue, east of Parcel 12.

The proponents will dedicate a 29,213 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$482,104.50 plus closing costs. This acquisition is funded in Capital Improvements Project 92813, 34th Street: Upland Avenue to Milwaukee Avenue – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 14 - Resolution

Parcel 14 - Dedication Deed

Parcel 14 - GIS Map

Budget Detail

CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 14), to be utilized for the 34th Street- Upland Avenue to Milwaukee Avenue Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

After recording return to: Bigbee & Curtis, LLP, P.O. Box 53068, Lubbock, Texas 79453

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

SPECIAL WARRANTY DEED

Date:

9.20.2024

Grantor: Chase William Hall and Jodi Lea Hall, husband and wife

Grantor's Mailing Address (including county):

4511 11th Street
Lubbock, Lubbock County, Texas 79416

Grantee: City of Lubbock, Texas, a Home Rule Municipal Corporation

Grantee's Mailing Address (including county):

P.O. Box 2000
Lubbock, Lubbock County, Texas 79457-0001

Consideration:

For and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of a 0.6706 acre tract located in Section 43, Block AK, Lubbock County, Texas, being a portion of that 0.961 acre tract described in County Clerk File Number (CCFN) 2018043040, Official Public Records of Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a point (N= 7,269,117.0, E= 912,552.6 - NAD83 TXNC) in the South line of said Section 43, the Southeast corner of that 55.00-foot right-of-way dedicated by plat of Shepherd Addition to the City of Lubbock according to the instrument filed in Volume 4277, Page 209, Real Property Records of Lubbock County, Texas (RPRLCT), same being the South line of that 40.00-foot right-of-way described in Volume 487, Page 437, Deed Records of Lubbock County, Texas, which bears S. 88°11'40" E. a distance of 2221.36 feet from a railroad spike found at the Southwest corner of said Section 43, for the

Southwest corner of this tract;

THENCE N. 01°48'46" E., along the East line of said 55.00-foot right-of-way, at 40.00 feet pass the North line of said 40.00-foot right-of-way easement, from which a 1/2" iron rod found in reference bears S. 44° E. a distance of 0.4 feet, continuing at 55.00 feet pass a 1/2"

iron rod with yellow cap marked "HUGO REED & ASSOC. " found at the Southeast corner of Lot 1, said Shepherd's Addition, continuing along the East line of said Lot 1 for a total distance of 208.67 feet to a point for the Northwest corner of this tract, from which a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC. " set for the Northwest corner of said 0.961 acre tract, bears N. 01°48'46" E. a distance of 89.90 feet;

THENCE S. 88°11'20" E. a distance of 140.00 feet to a utility pole found at the Northwest corner of that 1.33 acre tract described in CCFN 2013033227, OPRLCT, same being the Northeast corner of this tract;

THENCE S. 01°48'39" W., along a west line of said 1.33 acre tract, at 153.65 feet pass a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." found in reference, continuing at 168.65 feet pass a 60d nail found in the North line of said 40-foot right-of-way, continuing for a total distance of 208.65 feet to a point in the South line of said Section 43, for the Southeast corner of this tract;

THENCE N. 88°11'40" W., along the South line of said Section 43, a distance of 140.00 feet to the Point of Beginning.

Containing 0.6706 acre (29,213 sq. ft.) of land, more or less.

The Property is further depicted on Exhibit A, attached hereto and made a part hereof.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

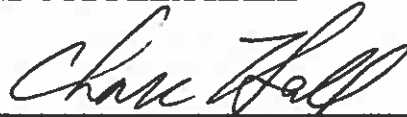
Liens, if any, described as part of the Consideration and any other liens described in this Deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations and other matters arising from and existing by reason of Lubbock County authority; and taxes for 2023 to present, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership or both, the payment of which Grantee assumes.

Grantor, 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 wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Warranty, when the claim is by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

This document may be executed in several counterparts, each of which will be considered an original for conveyance purposes.

**GRANTOR- CHASE WILLIAM HALL
AND JODI LEA HALL**



**CHASE WILLIAM HALL, A MARRIED
MAN**



**JODI LEA HALL, A MARRIED
WOMAN**

STATE OF TEXAS

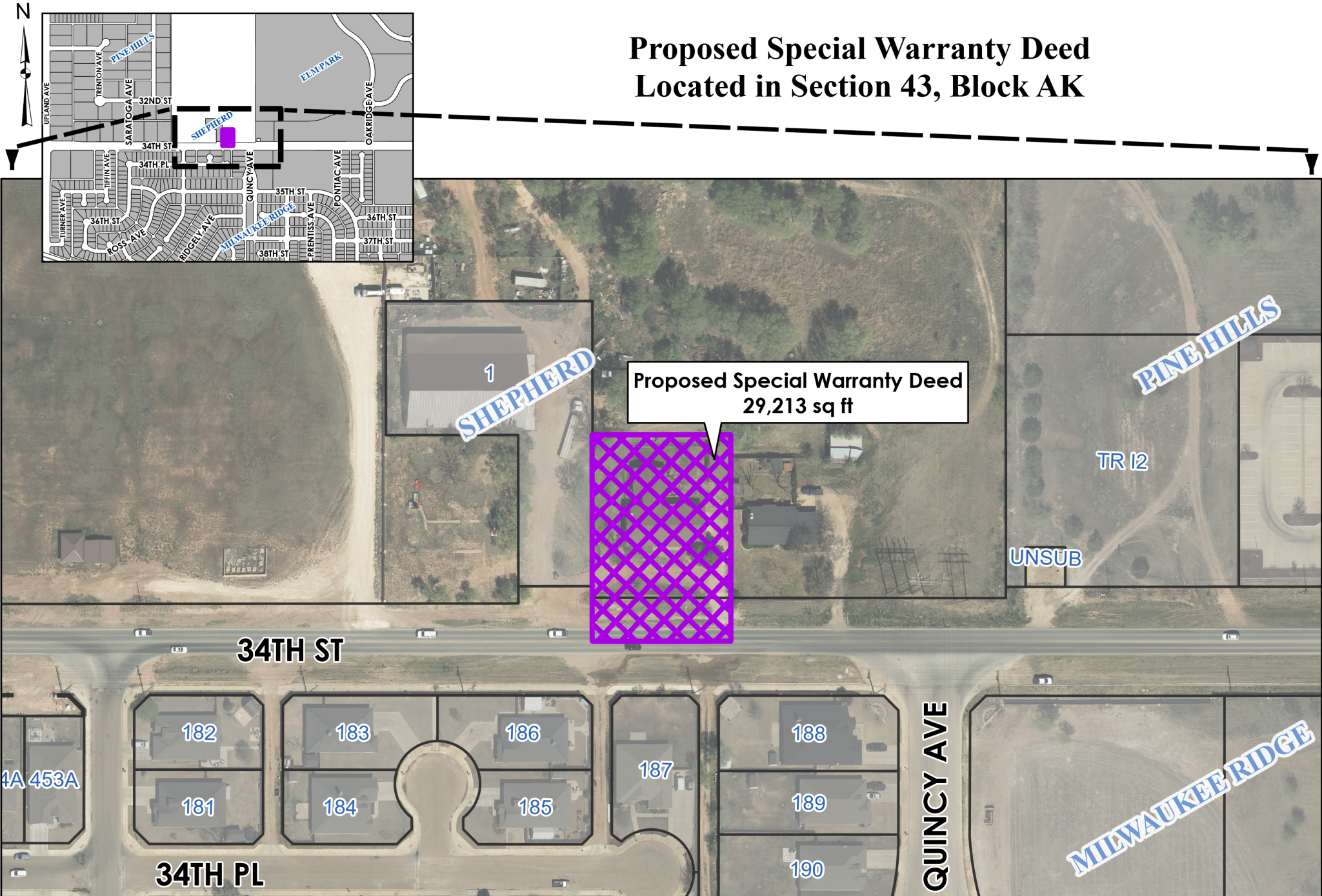
COUNTY OF LUBBOCK

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§

This instrument was acknowledged before me on September 20, 2024,
by **CHASE WILLIAM HALL** and **JODI LEA HALL**, husband and wife.


NOTARY PUBLIC, STATE OF TEXAS

Proposed Special Warranty Deed
Located in Section 43, Block AK



0 100 200 300 400 500 Feet

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

**City of Lubbock
Capital Project
Project Cost Detail
November 12, 2024**

Capital Project Number: 92813
Capital Project Name: 34h Street: Upland to Milwaukee - 22B

<i>Encumbered/Expended</i>	Budget
Contract 17130 with KHA for Design Services	1,161,600
Staff Time	34,150
Land Acquisition 3402 Upland	500,243
Removal of Improvements	25,760
Surveying	4,500
Advertisement cost	254
Amendment No. 1 to Contract 17130	158,000
Parcel 2 - Land Acquisition	266,513
Parcel 31 - Land Acquisition	-
Amendment No. 1 to Contract 17130	158,000
Amendment No. 2 to Contract 17130	39,500

Agenda Item November 12, 2024

Parcel 11 - Land Acquisition	70,235
Parcel 12 - Land Acquisition	20,519
Parcel 14 - Land Acquisition	482,105
Parcel 15 - Land Acquisition	485,384
<i>Encumbered/Expended To Date</i>	<u>3,406,762</u>

Estimated Cost for Remaining Appropriation

34th Street: Upland to Milwaukee - 22B Construction	<u>13,093,238</u>
<i>Remaining Appropriation</i>	<u>13,093,238</u>

Total Appropriation	<u><u>\$ 16,500,000</u></u>
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CIP 92813 34th Street from Upland Avenue to Milwaukee Avenue - 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

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

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2022-23 \$2,700,000 was appropriated by Ord. 2022-00169
- FY 2023-24 \$13,800,000 was appropriated by Ord. 2023-00108

Project Dates

Design Start Date: 02/2023
Design Completion: 11/2024
Bid for Constuction:11/2024
Award Construction: 01/2025
Project Completion: 06/2026

Project Location

34th St - Upland Avenue to Milwaukee Avenue

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$16,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$16,500,000	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Obligation Bonds	\$16,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$16,500,000	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 15), on the north side of 34th Street, between Rochester Avenue and Quincy Avenue, east of Parcel 14, to be utilized for the 34th Street - Upland Avenue to Milwaukee Avenue Project, which is a portion of the 2022 Street Bond Project.

Item Summary

Chase and Jodi Hall are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the 34th Street: Upland Avenue to Milwaukee Avenue Capital Improvements Bond Project on the north side of 34th Street, between Rochester Avenue and Quincy Avenue, east of Parcel 14.

The proponents will dedicate a 57,891 square feet tract of land for \$485,384 plus closing costs, for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is \$485,384 plus closing costs. This acquisition is funded in Capital Improvements Project 92813, 34th Street: Upland Avenue to Milwaukee Avenue – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Parcel 15 - Resolution

Parcel 15 - Dedication Deed

Parcel 15 - GIS Map

CIP Budget Detail

CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 15), to be utilized for the 34th Street- Upland Avenue to Milwaukee Avenue Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

After recording return to: Bigbee & Curtis, LLP, P.O. Box 53068, Lubbock, Texas 79453

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SPECIAL WARRANTY DEED

Date:

9-20-24

Grantor: Chase William Hall and Jodi Lea Hall, husband and wife

Grantor's Mailing Address (including county):

4511 11th Street
Lubbock, Lubbock County, Texas 79416

Grantee: City of Lubbock, Texas, a Home Rule Municipal Corporation

Grantee's Mailing Address (including county):

P.O. Box 2000
Lubbock, Lubbock County, Texas 79457-0001

Consideration:

For and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of a 1.329 acre tract located in Section 43, Block AK, Lubbock County, Texas, being that same 1.33 acre tract described in County Clerk File Number (CCFN) 2013033227, Official Public Records of Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a point (N= 7,269,112.6, E= 912,692.6) in the South line of said Section 43, the Southeast corner of that 0.961 acre tract described in CCFN 2018043040, OPRLCT, same being the South line of that 40.00-foot right-of-way described in Volume 487, Page 437, Deed Records of Lubbock County, Texas, which bears S. 88°11'40" E. a distance of 2361.37 feet from a railroad spike found at the Southwest corner of said Section 43, for the Southwest corner of this tract;

THENCE N. 01°48'39" E., along the East line of said 0.961 acre tract, at 40.00 feet pass a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC. ", found in the North line of said 40.00-foot right-of-way easement, continuing at 55.00 feet pass a found 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC.", continuing for a total distance of 208.65 feet to a power pole found at the Northwest corner of this tract;

THENCE S. 88°11'20" E., along a South line of that 56.861 acre tract described in Volume 8166, Page 157, OPRLCT, a distance of 277.56 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC. ", set for the Northeast corner of this tract, from which a 3/8" iron rod found in reference bears N. 71° W. a distance of 1.0 feet;

THENCE S. 01°51'44" W., along the West line of Tract I-2, Elm Park, an addition to the City of Lubbock, according to the instrument filed in CCFN 2016003882, OPRLCT, at 153.62 feet pass a found 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC.", continuing at 168.62 feet pass a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." found in the South line of said 40.00-foot right-of-way, continuing for a total distance of 208.63 feet to a point in the South line of said Section 43, for the Southeast corner of this tract;

THENCE N. 88°11'40" W., along the South line of said Section 43, a distance of 277.37 feet to the Point of Beginning.

Containing 1.3290 acre (57891 sq. ft.) of land, more or less.

The Property is further depicted on Exhibit A, attached hereto and made a part hereof.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Liens, if any, described as part of the Consideration and any other liens described in this Deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations and other matters arising from and existing by reason of Lubbock County authority; and taxes for 2023 to present, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership or both, the payment of which Grantee assumes.

Grantor, 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 wise belonging, to have

and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Warranty, when the claim is by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

This document may be executed in several counterparts, each of which will be considered an original for conveyance purposes.

**GRANTOR- CHASE WILLIAM HALL
AND JODI LEA HALL**



**CHASE WILLIAM HALL, A MARRIED
MAN**



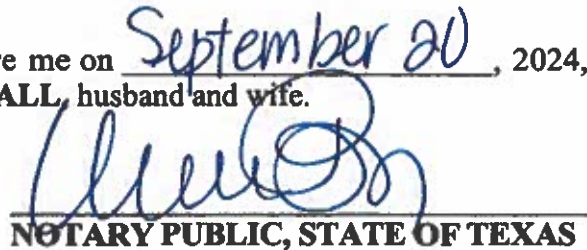
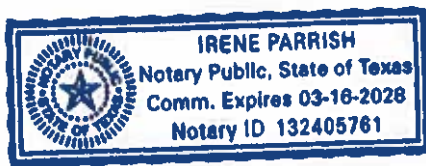
**JODI LEA HALL, A MARRIED
WOMAN**

STATE OF TEXAS

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COUNTY OF LUBBOCK

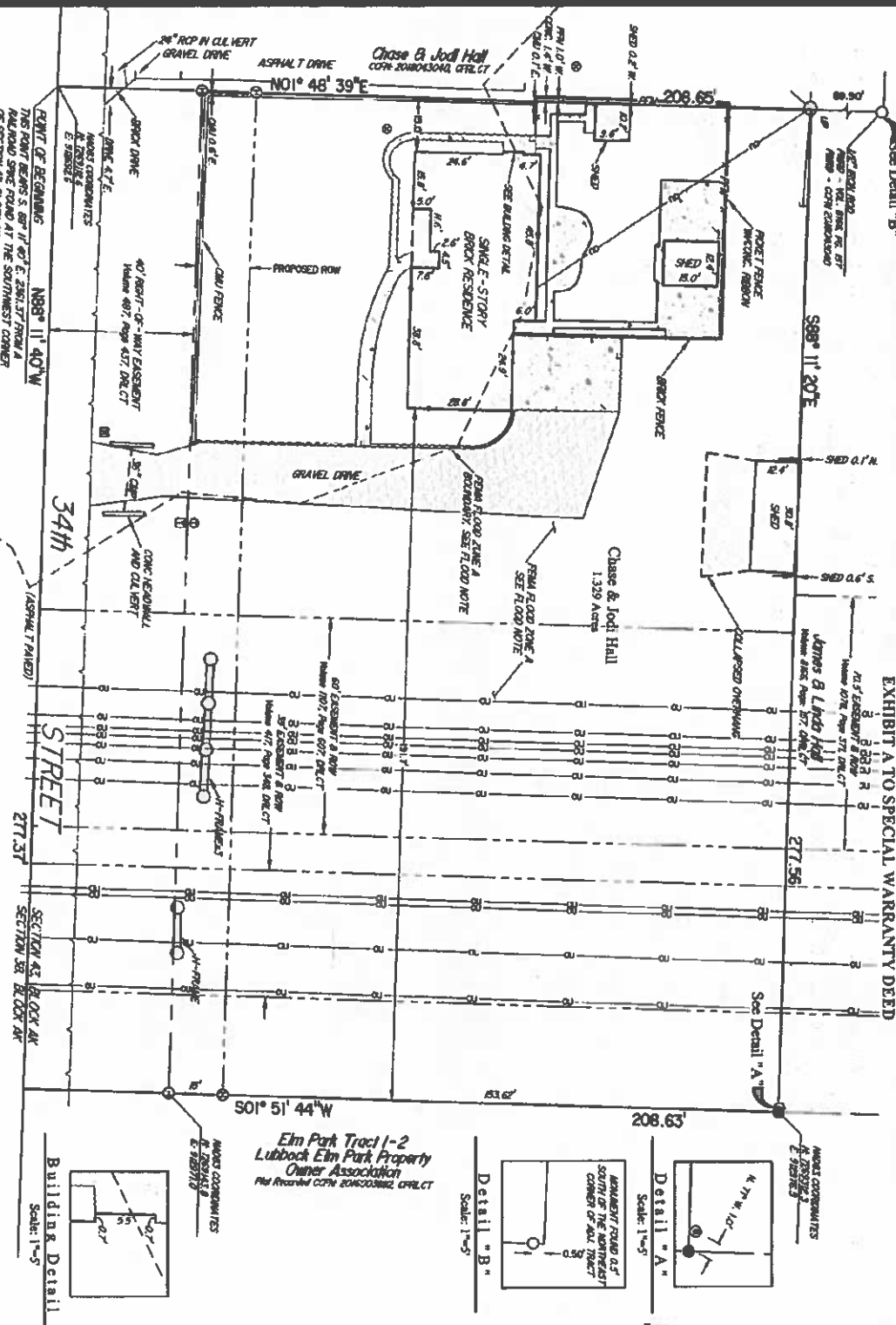
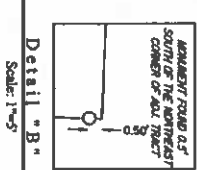
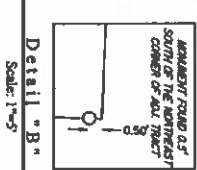
This instrument was acknowledged before me on September 20, 2024,
by **CHASE WILLIAM HALL and JODI LEA HALL**, husband and wife.



NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A TO SPECIAL WARRANTY DEED

Perimeter and Improvement Survey
of a 1.329-Acre Tract Located In
Section 43, Block AK
Lubbock County, Texas



LEGAL DESCRIPTION.

A 1.329-acre tract located in Section 43, Block AK, Lubbock County, Texas, being that same 1.33 acre tract described in County Clerk File Number CCRN 201303227, Official Public Records of Lubbock County, Texas (OFFICIAL), being further described as follows:

BEGINNING at a point (N 72.69, 112.6, B= 912.692, 6) in the South line of said Section 43, the Southeast corner of that 0.961 acre tract described in CCRN 201804040, OFFICIAL, same being the South line of that 40.00-foot right-of-way owned by the City of Lubbock, Texas, which said 40.00-foot right-of-way is shown on the plat of said 0.961 acre tract as returned and placed on file at the Southwest corner of said Section 43, for the Southeast corner of this tract;

THENCE N. 01°48'39" E., along the East line of said 0.961 acre tract, at 40.00 feet pass

THENCE S. 88°11'20" E., along the South line of that 56.861 acre tract described in Volume 8106, Page 157, OFFICIAL, a distance of 277.56 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC.", continuing for a total distance of 208.63 feet to a power pole found at the Northwest corner of this tract;

THENCE S. 88°11'20" E., along the South line of that 56.861 acre tract described in Volume 8106, Page 157, OFFICIAL, a distance of 277.56 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC.", continuing for a total distance of 208.63 feet to a power pole found at the Northwest corner of this tract;

THENCE N. 88°11'40" W., along the South line of said Section 43, a distance of 277.37 feet to the Point of Beginning;

THENCE N. 88°11'40" W., along the South line of said Section 43, a distance of 277.37 feet to the Point of Beginning;

Containing 1.3290 acres (3781 sq. ft.) of land, more or less.

PR HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS

1807 AVENUE N
LUBBOCK, TEXAS 79402
PHONE: (806) 775-3881
FAX: (806) 775-3881

PR HUGO REED & ASSOCIATES, INC.

LAND SURVEYORS

1807 AVENUE N
LUBBOCK, TEXAS 79402
PHONE: (806) 775-3881
FAX: (806) 775-3881

PR HUGO REED & ASSOCIATES, INC.

LAND SURVEYORS

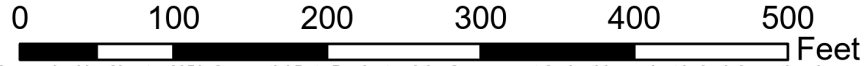
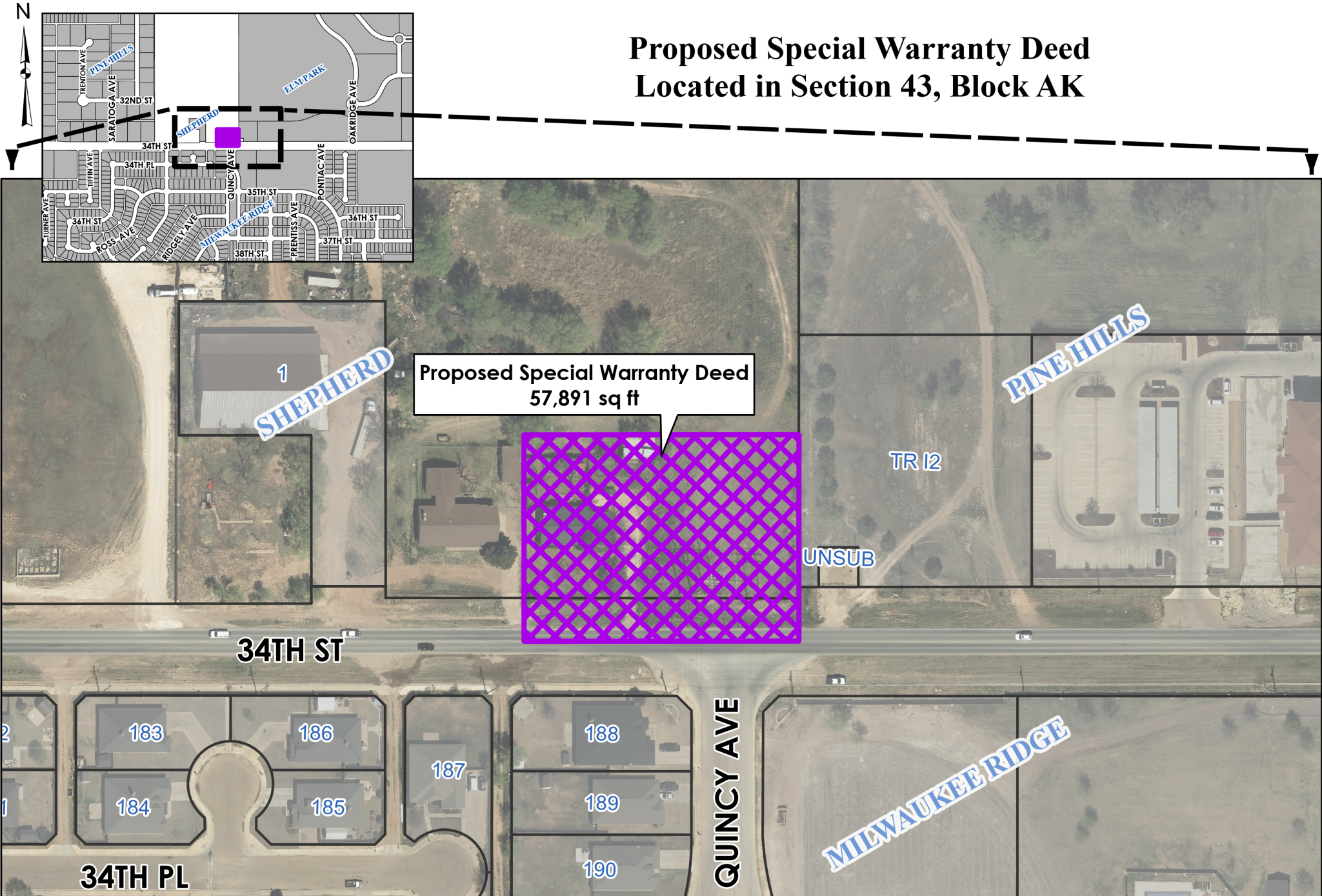
1807 AVENUE N
LUBBOCK, TEXAS 79402
PHONE: (806) 775-3881
FAX: (806) 775-3881

PR HUGO REED & ASSOCIATES, INC.

LAND SURVEYORS

1807 AVENUE N
LUBBOCK, TEXAS 79402
PHONE: (806) 775-3881
FAX: (806) 775-3881

Proposed Special Warranty Deed
Located in Section 43, Block AK



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

**City of Lubbock
Capital Project
Project Cost Detail
November 12, 2024**

Capital Project Number: 92813
Capital Project Name: 34h Street: Upland to Milwaukee - 22B

<i>Encumbered/Expended</i>	Budget
Contract 17130 with KHA for Design Services	1,161,600
Staff Time	34,150
Land Acquisition 3402 Upland	500,243
Removal of Improvements	25,760
Surveying	4,500
Advertisement cost	254
Amendment No. 1 to Contract 17130	158,000
Parcel 2 - Land Acquisition	266,513
Parcel 31 - Land Acquisition	-
Amendment No. 1 to Contract 17130	158,000
Amendment No. 2 to Contract 17130	39,500

Agenda Item November 12, 2024

Parcel 11 - Land Acquisition	70,235
Parcel 12 - Land Acquisition	20,519
Parcel 14 - Land Acquisition	482,105
Parcel 15 - Land Acquisition	485,384
<i>Encumbered/Expended To Date</i>	<u>3,406,762</u>

Estimated Cost for Remaining Appropriation

34th Street: Upland to Milwaukee - 22B Construction	<u>13,093,238</u>
<i>Remaining Appropriation</i>	<u>13,093,238</u>

Total Appropriation	<u><u>\$ 16,500,000</u></u>
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CIP 92813 34th Street from Upland Avenue to Milwaukee Avenue - 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

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

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2022-23 \$2,700,000 was appropriated by Ord. 2022-00169
- FY 2023-24 \$13,800,000 was appropriated by Ord. 2023-00108

Project Dates

Design Start Date: 02/2023
Design Completion: 11/2024
Bid for Constuction: 11/2024
Award Construction: 01/2025
Project Completion: 06/2026

Project Location

34th St - Upland Avenue to Milwaukee Avenue

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$16,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$16,500,000	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Obligation Bonds	\$16,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$16,500,000	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Real Estate Sales Contract, and all related documents, by and between the City of Lubbock and Lubbock Main Center, Ltd., for the sale of real property located in Lots 1, 2, 3, 4, and 5 in Block 100, Original Town Addition of Lubbock, Lubbock County, Texas, at 1309 10th Street.

Item Summary

On September 15, 2024, Stribling-Probandt Appraisals, LLC appraised the vacant tract of land located at 1309 10th Street (former LP&L site) with a value of \$32,000. The property is located within the Downtown Tax Increment Finance (TIF) District, so the bidding requirements do not apply. Lubbock Main Center Ltd., the adjacent property owner, has agreed to purchase this property for \$32,000 plus closing costs.

Fiscal Impact

Revenue of \$32,000 to Account 100.7107, Sale of Other Land

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

Attachments

Resolution - Lots 1-5 Block 100

Real Estate Sales Contract - Lots 1-5 Block 100

GIS Map - Lots 1-5 Block 100

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 sale of real property located in Lots 1, 2, 3, 4, and 5 in Block 100, Original Town Addition of Lubbock, Lubbock County, Texas, by and between the City of Lubbock and Lubbock Main Center, Ltd., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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:


Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:


Amy L. Sims, Deputy City Attorney

REAL ESTATE SALES CONTRACT

This Real Estate Contract (the "Contract") to buy and sell real and personal property is between Seller and Buyer, as identified below, and is effective on the date of the last of the signatures by Seller and Buyer as parties to this contract (the "Effective Date").

PARTIES

Seller: City of Lubbock, Texas

Address: 1314 Avenue K
Lubbock, Texas 79401

Phone: (806)775-2329

Buyer: Lubbock Main Center, Ltd.

Address: 4009 19th Street, Suite E
Lubbock, TX 79410

Phone: (806)632-4837

Property:

See Exhibit A

Title Company: West Texas Title

Address: 8001 Quaker Avenue, Ste E
Lubbock, Texas 79424

Phone: (806)793-9555

Email: Nancy@westtexasitle.com

PURCHASE PRICE / EARNEST MONEY / COUNTY OF PERFORMANCE

Purchase Price: THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00)

Earnest Money: ONE THOUSAND AND NO/100 DOLLARS (\$1000.00)

County for Performance: Lubbock County, Texas

TERMS

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or local governmental agencies and financial institutions are not generally open for business. Time is of the essence.

1. *Delivery of Title Commitment:* Thirty (30) days after the Effective Date
2. *Delivery of Survey:* SELLER shall perform a survey for BUYER. No action is required by BUYER
3. *Delivery of UCC Search:* Thirty (30) days after the Effective Date
4. *Delivery of legible copies of instruments referenced in the Title Commitment, Survey, and UCC Search:* Thirty (30) days after the Effective Date

5. *Delivery of Title Objections:* Fifteen (15) days after delivery of the latest delivered of the Title Commitment, Survey, and legible copies of the instruments referenced in them
6. *Delivery of Seller's records as specified in Exhibit C:* Thirty (30) days after the Effective Date
7. *End of Inspection Period:* Thirty (30) days after the Effective Date, subject to Section G.
8. *Closing Date:* Fifteen (15) days after the end of the Inspection Period

B. Closing Documents

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise provided herein, or agreed by the parties before Closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms.

1. At Closing, Seller will deliver the following items: *General Warranty Deed*
2. At Closing, Buyer will deliver the following items:
Cash portion of the Purchase Price

C. Exhibits

The following are attached to and are a part of this contract:

- Exhibit A—Description of the Land*
- Exhibit B—Representations; Environmental Matters*
- Exhibit C—Seller's Records*
- Exhibit D—Notices, Statements, and Certificates*
- Exhibit E—Improvements and Infrastructure*

D. Purchase and Sale of Property

1. *Purchase and Sale Agreement.* Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.
2. *Payment of Purchase Price.* The purchase price shall be paid by Buyer to Seller as follows:

Cash portion of the purchase price due at Closing.

3. Additional Consideration
N/A

E. Title and Survey

1. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, or directly by Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.
2. *Survey.* "Survey" means an on-the-ground, staked plat of survey of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to Buyer and Title Company, and any other person specified by Buyer, to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

3. *UCC Search.* "UCC Search" means written reports stating the instruments that are on file in the Texas secretary of state's UCC records, the UCC records of any other appropriate state, and the UCC records in the jurisdiction in which Seller is organized, showing as debtor Seller and all other owners of any personal property during the five years before the Effective Date of this contract, if applicable.
4. *Delivery of Title Commitment, Survey, UCC Search, and Legible Copies.* Seller must deliver the Title Commitment to Buyer and Buyer's attorney by the deadline stated in paragraph A.1.; the Survey by the deadline stated in paragraph A.2.; the UCC Search, if applicable, by the deadline stated in paragraph A.3.; and legible copies of the instruments referenced in the Title Commitment, Survey, and UCC Search by the deadline stated in paragraph A.4.
5. *Title Objections.* Buyer has until the deadline stated in paragraph A.5. ("Title Objection Deadline") to review the Survey, Title Commitment, UCC Search, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey, Title Commitment, and UCC Search to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before Closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before Closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before Closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in paragraph A.6.
2. *Entry onto the Property.* Buyer may enter the Property following the Effective Date to inspect it at Buyer's cost, subject to the following:
 - a. Buyer must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, or those of its agents and representatives.
 - b. Buyer may not interfere in any material manner with existing operations or occupants of the Property; provided, however, that Seller shall make all necessary arrangements with occupants of the Property to allow reasonable access to the Buyer or Buyer's agents for reasons and purposes set forth herein.
 - c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests.
 - d. If the Property is physically altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs.
 - e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors upon request.
 - f. Buyer must abide by any other reasonable entry rules imposed by Seller.
3. *Environmental Assessment.* Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the use and condition of the Property before Seller's period of ownership to the extent that the information is within Seller's possession or control.
4. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller of the termination before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of

the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.

5. Buyer's Indemnity and Release of Seller

- a. *Indemnity.* To the extent permitted by law, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and Closing, any other provision of this contract to the contrary notwithstanding.
 - b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property, unless said claim or cause of action arises from the negligence or gross negligence of Seller, Seller's agents, or Seller's representatives.
6. *Partial Release.* If, as of the Effective Date, the Property is subject to any liens that secure indebtedness in excess of the estimated net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Seller is responsible, then Seller promptly must obtain a written agreement or agreements (collectively, the "Partial Release Agreement") binding and enforceable against the holders of such liens ("Holders"). The Partial Release Agreement must release all of such liens with respect to the Property on the payment to the Holders of an amount that does not exceed the net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Seller is responsible. Notwithstanding any other provision of this contract, if Seller is required to provide a Partial Release Agreement, the Inspection Period will not commence until and unless the executed Partial Release Agreement, in a form reasonably satisfactory to Buyer, is delivered to Buyer.

H. Representations

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct. Unless Seller notifies Buyer to the contrary on or before the Closing Date, or Buyer has actual knowledge to the contrary as of the Closing Date, Buyer is entitled to presume that the representations of Seller in Exhibit B are true and correct as of the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until Closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; (c) comply with all contracts of Seller pertaining to the Property in effect on the Effective Date and all laws and all governmental regulations affecting the Property; and (d) not encumber, transfer, or dispose of any of the Property, except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Buyer's written consent, which Buyer will have no obligation to grant and, if granted, may be conditioned in any manner Buyer in its sole discretion deems appropriate.
2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen days before Closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property,

and (c) credit to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid or incurred by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage less any amounts previously paid or incurred by Seller to repair the Property.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen days before Closing). The condemnation will be deemed to materially affect Buyer's intended use in Buyer's sole discretion. If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.
4. *Claims; Hearings.* Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before Closing that involves or directly affects the Property.
5. *Cooperation.* Seller will cooperate with Buyer (a) before and after Closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after Closing and (b) before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer. Seller will also ensure the cooperation of any occupants of the Property for the purposes set forth herein.

J. Termination

1. *Disposition of Earnest Money after Termination*
 - a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as independent consideration for the right granted by Seller to Buyer to terminate this contract.
 - b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, then unless Buyer delivers notice of Buyer's objection to Title Company's release of the Earnest Money to Seller within five days after Seller delivers Seller's termination notice to Buyer and Title Company, Title Company is authorized, without any further authorization from Buyer, to pay and deliver the Earnest Money to Seller.
2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the records, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract or that expressly survive termination of this contract.

K. Closing

1. *Conditions of Closing.* Neither party will be obligated to close the sale and purchase of the Property unless the other party has satisfied the following conditions, any of which may be waived by the first party, by writing, in its discretion:
 - a. *Representations and Warranties.* The representations and warranties of the other party must be true and correct at Closing.
 - b. *Performance of Covenants and Agreements.* The other party must have performed all covenants and agreements required to be performed at or before Closing by that party.

- c. *No Bankruptcy.* No voluntary or involuntary proceeding in bankruptcy shall be pending with respect to that party.
2. *Closing.* This transaction will close ("Closing") at Title Company's offices at the Closing Date and Closing Time. At Closing, the following will occur:
- a. *Closing Documents; Title Company Documents.* The parties will execute and deliver the Closing Documents and any documents required by Title Company.
 - b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
 - c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
 - d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
 - e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at Closing and any liens and security interests created at Closing to secure financing for the Purchase Price. Property shall not be occupied by any person, nor subject to any lease, leasehold interest, claim or offset against rents at the time of Closing.
3. *Transaction Costs*
- a. *Seller's Costs.* Seller will pay the Seller's attorney's fees and expenses.
 - b. *Buyer's Costs.* Buyer will pay the basic charge for the Title Policy; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer, as well as the cost of any other endorsements or modifications of the standard form of Title Policy requested by Buyer; the costs of work required by Buyer to have the Survey reflect matters other than those required under this contract except changes required for curative purposes; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this contract; and Buyer's attorney's fees and expenses; the costs to prepare the deed; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; UCC Search, and certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A.4. and Seller's records.
 - c. *Ad Valorem Taxes.* Except for subsequent assessments for prior years due to changes in use or ownership discussed below, ad valorem taxes on the Property for all periods before the period in which Closing occurs must be paid by Seller at or before Closing. Ad valorem taxes for the Property for the calendar year of Closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at Closing as a credit to the Purchase Price. Buyer assumes the obligation to pay, and shall pay in full, such taxes for the year of Closing before delinquency. If the assessment for the calendar year of Closing is not known at the Closing Date, the proration will be based on tax rates for the previous tax year applied to the most current assessed value, and Buyer and Seller will adjust the prorations in cash within thirty days after the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing. All taxes (including any penalties, interest, and attorney's fees) due as of Closing will be paid at Closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the Closing, and if additional taxes, penalties, or interest are assessed pursuant to Code section 23.55 or under the other provision of law, the following will apply:
 - i. If Seller changes the use of the Property before Closing, resulting in the assessment of additional taxes for periods before Closing, Seller will pay the additional taxes.

- ii. At Closing, the parties will determine the amount of deferred taxes payable if the sale of the Property as herein contemplated were deemed as of the Closing Date to constitute a change in the use of the Property that would result in the "roll-back" or recapture of deferred taxes for the current year and all preceding tax years for which the "roll-back" or recapture could be imposed ("Potential Roll-Back Amount"). Buyer will be responsible for payment of any Potential Roll-Back Amount. If a subsequent change in the use of the Property results in a roll-back of deferred taxes, the Buyer shall pay the portion of recaptured deferred taxes attributable to the period before the Closing, if any, and the portion of deferred taxes attributable to the period from and after the closing, if any.
- d. *Income and Expenses.* Except as provided in paragraph K.3.c. above, income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at Closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after Closing for operating expenses incurred on or before the Closing Date and not adjusted at Closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days after receipt of Buyer's notice of the deficiency.
- e. *Post-closing Adjustments.* If errors in the prorations made at Closing are identified within ninety days after Closing, Seller and Buyer will make post-closing adjustments to correct the errors within fifteen days after receipt of notice of the errors.
- f. *Brokers' Commissions.* Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At Closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.
- 4. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

L. Default and Remedies

- 1. *Seller's Default; Remedies before Closing.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect any of the following as its sole and exclusive remedy before Closing:
 - a. *Termination.* Buyer, for any reason, or no reason, may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer.
 - b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract.
 - c. *Actual Damages.* If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.
- 2. *Seller's Default; Remedies after Closing.* If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.
- 3. *Buyer's Default; Remedies before Closing.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing and have the Earnest Money paid to Seller. The foregoing constitutes Seller's sole and exclusive remedy for a default by Buyer before Closing.

4. *Buyer's Default; Remedies after Closing.* If Buyer fails to perform any of its obligations under this contract that survive Closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.
5. *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, the former shall control.
6. *Attorney's Fees.* If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Improvements N/A

N. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract 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 contract. 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, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Notice may not be given by e-mail. Any address for notice may be changed by not less than ten days' prior written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.
2. *Entire Agreement.* This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.
3. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.
4. *Prohibition of Assignment.* Neither party may assign this contract or any rights under it without the prior written consent of the other party.
5. *Survival.* The provisions of this contract that expressly survive termination or Closing and other obligations of this contract that cannot be performed before termination of this contract or before Closing survive termination of this contract or Closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control. The representations made by the parties as of Closing survive Closing.
6. *Choice of Law; Venue.* THIS CONTRACT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN LUBBOCK COUNTY.
7. *Waiver of Default.* Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.
8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.
9. *Severability.* If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.
11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.
12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.
13. *Delegation of Authority.* Authority to take any actions that are to be, or may be, taken by Seller under this Contract, including without limitation, adjustment of the Closing Date, are hereby delegated by Seller, pursuant to action by the City Council of Lubbock, Texas, to W. Jarrett Atkinson, City Manager of Seller, or his designee.
14. *Binding Effect.* This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SIGNATURES

FOR: CITY OF LUBBOCK

Mark W. McBrayer

Date:

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Bailey Ratcliffe, Interim Division
Director of Engineering/City Engineer

APPROVED AS TO FORM:

FOR: Lubbock Main Center, Ltd.

By: Ming-Tao Ho,
Managing Member of General Partner

Date:



Amy L. Sims, Deputy City Attorney

Exhibit A
Description of the Land and Personal Property

FIELD NOTES for a 9750.03 square foot tract of land being the East 75 feet of Lots 1, 2, 3, 4, and 5, situated in Block 100, ORIGINAL TOWN of Lubbock, recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas, and being the same tract of land as conveyed in CCF# 2010035888, Lubbock County, Texas, and more particularly described as follows.

BEGINNING at a Crows foot set, the northeast corner of said Lot 1 and in the south right-of-way line of 10th street for the northeast corner of this tract.

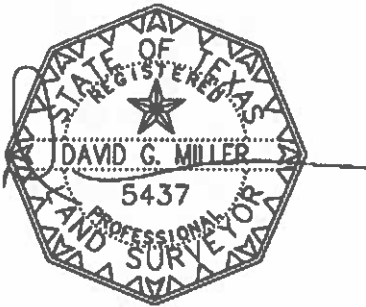
THENCE S. 01° 41' 33" W., along the east line of said Lots 1, 2, 3, 4, and 5, a distance of 130.00 feet to a 1/2" iron rod with a cap inscribed "HRA RPLS 1676" found for the southeast corner of this tract, same being the southeast corner of said Lot 5.

THENCE N. 88° 18' 27" W., along the south line of said Lot 5, a distance of 75.00 feet to a Crows foot found for the southwest corner of this tract.

THENCE N. 01° 41' 33" E. a distance of 130.00 feet to a 1/2" iron rod with a cap inscribed "CHT" found in the north line of said Lot 1 and in the south right-of-way line of 10th street for the northwest corner of this tract.

THENCE S. 88° 18' 27" E., along the north line of said Lot 1, a distance of 75.00 feet to the POINT OF BEGINNING and containing 9750.03 square feet of land.

Plat of same date accompanies this Legal Description



David G. Miller, R.P.L.S.
Registration No. 5437
October 8th, 2024

Exhibit B
Representations; Environmental Matters

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a limited liability partnership, duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at Closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against Seller that might adversely affect the Property or Seller's ability to perform its obligations under this contract.
3. *Violation of Laws.* Seller has not received written notice and has no actual knowledge of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *Licenses, Permits, and Approvals.* Seller has not received written notice and has no actual knowledge that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.
5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received written notice and has no actual knowledge of any condemnation, zoning, or land-use proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation or the presence of hazardous materials affecting the Property.
6. *No Other Obligation to Sell the Property or Restriction against Sale.* Except for granting a security interest in the Property, Seller has not obligated itself to sell all or any portion of the Property to any person other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or by which Seller or the Property is bound.
7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.
8. *Seller's Documents.* The copies of Seller's documents provided by Seller to Buyer for Buyer's inspections will be true, correct, and complete copies of the originals, or the copies of such documents in Seller's possession or control. The Seller's documents provided by Seller to Buyer for Buyer's inspections that were prepared by or under Seller's supervision and control will be true, correct, and complete in all material respects. Unless Seller notifies Buyer at the time of delivery of any documents provided by Seller to Buyer that were not prepared by or under Seller's supervision and control, Seller has no actual knowledge of any material respect in which such Seller's documents are not true, correct, and complete.
9. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.
10. *No Warranty.* Except as set forth in this contract and in the Closing Documents, Seller has made no warranty in connection with this transaction.

B. "As Is, Where Is"

THIS CONTRACT IS AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT

THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS.

BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN INSPECTION AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS.

The provisions of this section B regarding the Property will not be included in the deed.

C. Environmental Matters

AFTER CLOSING, BUYER RELEASES SELLER FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVE.

The provisions of this section C regarding the Property will not be included in the deed.

D. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date. Buyer is a municipal corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at Closing will be, duly authorized, executed, and delivered by Buyer.

Exhibit C Seller's Records

To the extent that Seller has possession or control of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph A.6.:

Governmental

- governmental licenses, certificates, permits, and approvals
- tax statements for the current year and the last five (5) years
- notices of appraised value for the current year and the last five (5) years
- records of any tax exemption, special use, or other valuation or exemption applicable to the Property
- records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

- soil reports
- environmental reports and other information regarding the environmental condition of the Property
- water rights
- engineering reports
- prior surveys
- site plans

Facilities

- as-built plans, specifications, and mechanical drawings for improvements
- warranty agreements
- management, employment, labor, service, equipment, supply, and maintenance agreements
- insurance policies
- ADA and other building inspection reports
- engineering reports
- environmental reports
- operating and maintenance plans (for example, asbestos maintenance plans)
- life-safety plans

Leases

- Leases
- commission and leasing agent agreements
- rent roll setting forth for each Lease:
 - tenant's name
 - square footage leased
 - date of expiration of current and renewal terms
 - renewal options
 - basic rent and formula for any additional rents
 - amount of additional rent paid during the last two (2) years
 - prepaid rent
 - delinquent rent
 - security deposit
 - current tenant or landlord defaults
 - options to purchase any portion of the Property
 - rights of first refusal to lease other space
 - rights to rent concessions, tenant improvements, or other allowances
 - unpaid or contingent brokerage commissions (including commission on renewals)
- estoppel letters and/or subordination agreements

Licenses, Agreements, and Encumbrances

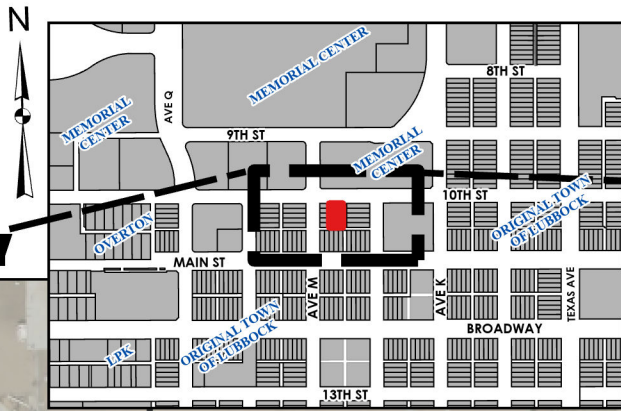
All licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county in which the Property is located

Exhibit D
Notices, Statements, and Certificates

The notices, statements, and certificates (arranged by their application to particular transactions) that are listed below are included in the sales contract:

1. *Storage Tanks Disclosure Provider.* Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code.
2. *Notice to Purchaser Regarding Restrictive Covenants.* Notice of deed restrictions, described in section 212.155 of the Texas Local Government Code.
3. *Certificates of Mold Remediation.* Notice pursuant to section 1958.154 of the Texas Occupations Code, titled "Certificate of Mold Remediation; Duty of Property Owner," requiring a property owner who sells property that has been issued a certificate of mold remediation pursuant to this section to deliver copies to the purchaser of each certificate of mold remediation issued for the property within the preceding five years.

Exhibit E
Property Survey



Proposed Sale of the East 75' of lots 1-5 of Block 100 Located in Section 1, Block O

10TH ST

Proposed Sale of the East 75' of lots 1-5 of Block 100
9,750.03 sq ft

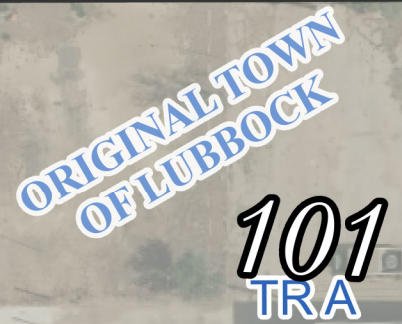


AVEN



100

AVE L



101
TRA

MAIN ST



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

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing and directing the Mayor to accept, for and on behalf of the City of Lubbock, an Underground Electrical Utility Easement, and all related documents, in connection with certain real property located in Section 10, Block E, Lubbock County, Texas, on the east side of University Avenue, south of 112th Street.

Item Summary

Prater Property and TSC Property are granting a 3,159 square foot Underground Utility Easement to the City of Lubbock, to be utilized for an electric line on the east side of University Avenue, south of 112th Street.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

Attachments

Resolution - Sec. 10, Blk E

Underground Utility Easement - Sec. 10, Blk E

GIS Map - Underground Utility Easement - Sec. 10

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock an Underground Electrical Utility Easement Deed in connection with certain real property located in Section 10, Block E, Lubbock County Texas and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:


Amy L. Sims, Deputy City Attorney

After recording return to:
Lubbock Power and Light Company
Attn: Manager, Easements and Land Rights
1314 Avenue K
Lubbock, Texas 79401
Phone: 806. 775. 2509

**STATE OF TEXAS
COUNTY OF LUBBOCK**

GRANT OF UNDERGROUND ELECTRICAL UTILITY EASEMENT

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

The undersigned **Ramona Fern Prater, Independent Executrix of The Estate of Charles Edwin Prater, Deceased, "Prater Grantor"** (whether one or more) is the fee owner of the following described real property lying and being situated in the City of Lubbock, Lubbock County, Texas, same being more particularly described as follows, to-wit (the "**Prater Property**"):

**SEE EXHIBIT A, ATTACHED HERETO, MADE A PART
HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES;**

The undersigned **VIA Real Estate, LLC**, a Wyoming limited liability company, "**VIA Grantor**" (whether one or more) is the fee owner of the following described real property lying adjacent to the Prater Property, and being situated in the City of Lubbock, Lubbock County, Texas, same being more particularly described as follows, to-wit (the "**TSC Property**"):

**SEE EXHIBIT B, ATTACHED HERETO, MADE A PART
HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES;**

Prater Grantor and VIA Grantor are each individually a "Grantor" and may be collectively referred to herein as, the "**Grantors.**" The Prater Property and TSC Property may be collectively referred to herein as the "**Properties.**"

The Grantors hereby acknowledges receipt of TEN DOLLARS (\$10.00 U.S.) cash in hand paid, and other good and valuable consideration, from the **City of Lubbock ("LPL")**, the receipt and sufficiency of all of which is hereby acknowledged and confessed, in consideration of which Grantors hereby grant, bargain, sell, and convey unto said LPL, its respective representatives, successors and assigns, a perpetual, non-exclusive, five-foot (5.00') wide easement ("**Easement**") upon, and/or within the Properties for

Properties for underground electrical utility lines, along with, for the purposes expressly set forth in this Easement, the free and uninterrupted use, liberty of passage in, on, through, under, across, within, and along a course as said lines which may be hereafter constructed in those parcels of land lying and being situated in the City of Lubbock, Lubbock County, Texas - the easement being more particularly described as follows, to-wit:

**SEE EXHIBIT C, ATTACHED HERETO, MADE A PART
HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES
(the "Easement Area");**

Together with the right (i) to enter upon the Easement Area, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use utility lines and all related facilities, other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "**Facilities**"), and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and (iii) to use so much of a strip of the Property fifteen feet (15") in width adjoining the Easement Area on the Easement Area's south boundary line *as may be reasonably necessary* during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery so long as LPL's use of the adjoining Properties does not interrupt the business operations located thereon. Specifically included in such rights are the rights of ingress, egress, and regress of motor vehicles and personnel engaged in any such construction, installation, repair, and/or maintenance.

In order to assure LPL, its successors or assigns, of continuing access and enjoyment of said easement, the said Grantors do hereby expressly agree not to erect, build or otherwise allow to be constructed any building or like permanent structure over their respective Properties heretofore described, and should such building or structure be erected, it is understood that the said LPL shall have the right to remove said building or structure from the premises.

The Grantors reserve the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said LPL's Facilities therein or use thereof. Such reservations by Grantors shall in no event include the right to erect or cause to be erected any temporary or permanent buildings, structures (including without limitation trailers or mobile homes), signs, or wells on, under, or over the Easement Area. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. No failure by LPL to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantors, shall be deemed to constitute consent on the part of LPL to such improvements or objects, nor a waiver of LPL's rights regarding removal of any such improvements or objects.

The Easement herein shall entitle LPL to the right to remove or repair any equipment within such easement as may be determined by LPL without being responsible for the replacement of improvements, paving or surfacing necessitated by such removal or repair; provided, however, that LPL must promptly restore the remainder of the Properties to their previous physical condition if changed by LPL's use of LPL's rights hereunder

The provisions of this Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantors and LPL. Non-use or a limited use of the Easement Area shall not prevent LPL from thereafter making use of the Easement Area to the full extent herein authorized.

Grantors each warrant and represent that each Grantor is the owner of the Easement located on their respective property, and each has the right to sell, transfer, convey, confirm and grant this Easement and the rights

contained herein; provided, however, that (i) each Grantor's liability for such warranty and representation is limited to claims arising by, through, or under themselves individually as it pertains to their respective property, but not otherwise, and (ii) this conveyance is subject to validly existing and enforceable easements, rights, claims and recorded instruments. This Easement is binding on Grantors, and is not conditioned upon obtaining the consent of any third party.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement, and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. This Easement consists of this document entitled "'Grant of Underground Electrical Utility Easement", and Exhibit(s) containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto.

(Signatures follow)

IN WITNESS WHEREOF, VIA Grantor has executed and delivered this Easement to be effective as of the 10th day of October, 2024.

VIA Real Estate, LLC, a Wyoming limited liability company

By: 

Derrick Merchant, Manager


STATE OF TEXAS)

COUNTY OF LUBBOCK)

This instrument was acknowledged before me on October 10th, 2024 by **Derrick Merchant**, as **Manager of VIA Real Estate, LLC**, on behalf of VIA Real Estate, LLC, a Wyoming limited liability company.

NOTARY SEAL





Notary Public, State of Texas

My Commission Expires: 1-10-27

LPL:

CITY OF LUBBOCK

By: _____

Name: _____

Title: _____

STATE OF TEXAS)

COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024

by: _____ as

CITY OF LUBBOCK

NOTARY SEAL

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

(Legal Description of the Prater Property)

Legal Description for 2.184-Acres out of the South Half of Section of Section 10, Block E

A 2.184-acre Tract out of a remainder Tract in the South half of Section 10, Block E, Abstract 493 GC & SF RR Co. Survey, Lubbock County, Texas conveyed to Estate Charles Prater in Instrument Number (Instr. No.) 2021767713 of the Official Public Records of Lubbock County (OPRLC), Texas and being further described by metes and bounds as follows:

BEGINNING at a found P/K nail in the West line of said Section 10 in the approximate centerline of University Ave (ROW Easement dedicated Vol. 450, Pg 145 OPRLC), and being the Southwest corner of this tract, from which the Southwest corner of said Section 10 (as called in Falcon's Nest Tracts A&B Inst No. 202004500) bears S01°48'41"W a distance of 350.25';

THENCE N01°48'41"E along the west boundary of said Section 10 a distance of 309.75' to a found P/K nail for the Northwest corner of this tract;

THENCE S88°11'22"E passing a found iron pin w/Green (RPLS 4460) cap for the Southwest corner of South boundary of Falcon's Nest Tract "A", dedicated instr. No. 2022045636 OPRLC, and continuing along the common boundary of said Falcon's Nest tract a total distance of 307.14 to a found iron pin w/Orange "R2M RPLS 1871" cap being the Northeast corner of this tract;

THENCE S01°48'24"W through the interior of said parent Tract a distance 309.76' to a found iron pin w/Orange "R2M RPLS 1871" cap being the Southeast corner of this Tract, and being in the North boundary of a tract conveyed to Circle K Stores Inc., Inst No. 2023035667 OPRLC;

THENCE N88°11'17"W along the common boundary of said Circle K Tract passing a found iron pin w/Orange "RPLS 4664" cap at a distance of 252.00' and continuing a total distance of 307.00' to the point of BEGINNING and containing 2.184-acres.

BEARING AND COORDINATE BASIS:

TX N.C.Z. coordinate system NAD 83(2011, Epoch 2010).

These field notes were prepared under the supervision of Jeryl D. Hart, Jr., RPLS No. 1871 based on an actual survey on the ground on February 2024.

EXHIBIT B

(Legal Description of the TSC Property)

Legal Description for 4.961-Acres out of the South Half of Section of Section 10, Block E

A 4.961-acre Tract out of a remainder Tract in the South half of Section 10, Block E, Abstract 493 GC & SF RR Co. Survey, Lubbock County, Texas conveyed to Estate Charles Prater in Instrument Number (Instr. No.) 2021767713 of the Official Public Records of Lubbock County (OPRLC), Texas and being further described by metes and bounds as follows:

BEGINNING at a found P/K nail in the South Section line of said Section 10, and being in the approximate centerline of 114th Street, and being the southernmost SW corner of this Tract, also being in the North line of a Tract conveyed to Elliot Arroyo Seco Ltd. Instr. No. 202305817 OPRLC, also being in the North line of a 50' right-of-way (ROW) easement recorded in volume 1147 page 421 OPRLC, and being in the South line a 50' ROW easement recorded volume 1148 page 29 OPRLC, having Texas North Central State Plane Coordinates of N: 7241784.736 E: 941520.059, from which the calculated SW corner of said Section 10 bears N 88°12'30" W a distance of 355.07';

THENCE through the interior of said Prater Tract for the following three (3) calls:

1. N 01°48'24" E passing a found iron pin w/orange cap "HRB 4464" at a distance of 50.07, and passing a found iron pin w/orange "WELLS" cap at a distance of 57.49' and continuing a total distance of 350.12' to a found iron pin w/orange cap "HRB 4664" for an interior ell in this Tract;

2. N 88°11'17" W a distance of 48.00' to a set iron pin w/orange cap "R2M RPLS 1871", point being the westernmost SW corner of this Tract;

3. N 01°48'24" E a distance of 309.76' to a set iron pin w/orange cap "R2M RPLS 1871" for the Northwest corner of this Tract and being the South boundary of Falcon's Nest Tract "A", dedicated instr. No. 2022045636 OPRLC;

THENCE S 88°11'22" E along the common boundary of said Tract "A" a distance of 353.08' to a point being the Northeast corner of this Tract and being the NW corner of Falcon's Nest Tract "B", dedicated inst. No. 2021046697 OPRLC;

THENCE S 01°48'41" W along the common boundary of said Tract "B" passing a found iron pin at a distance of 609.86 and continuing a total distance of 659.78' to a found PK nail for the Southeast corner of this Tract, and being the SW corner of said Tract "B", and being in the North line of said Seco Tract, also being in the South line of said Section 10;

THENCE N 88°12'30" W along the South line of said Section 10 and the common boundary of said Seco Tract, and also the common boundaries of both said ROW easements a distance of 304.93' to the point of BEGINNING and containing 4.961-Acres.

These field notes were prepared under the supervision of Jeryl D. Hart, Jr., RPLS No. 1871 based on an actual survey on the ground on February 2024.

(Easement Area Survey Exhibit)

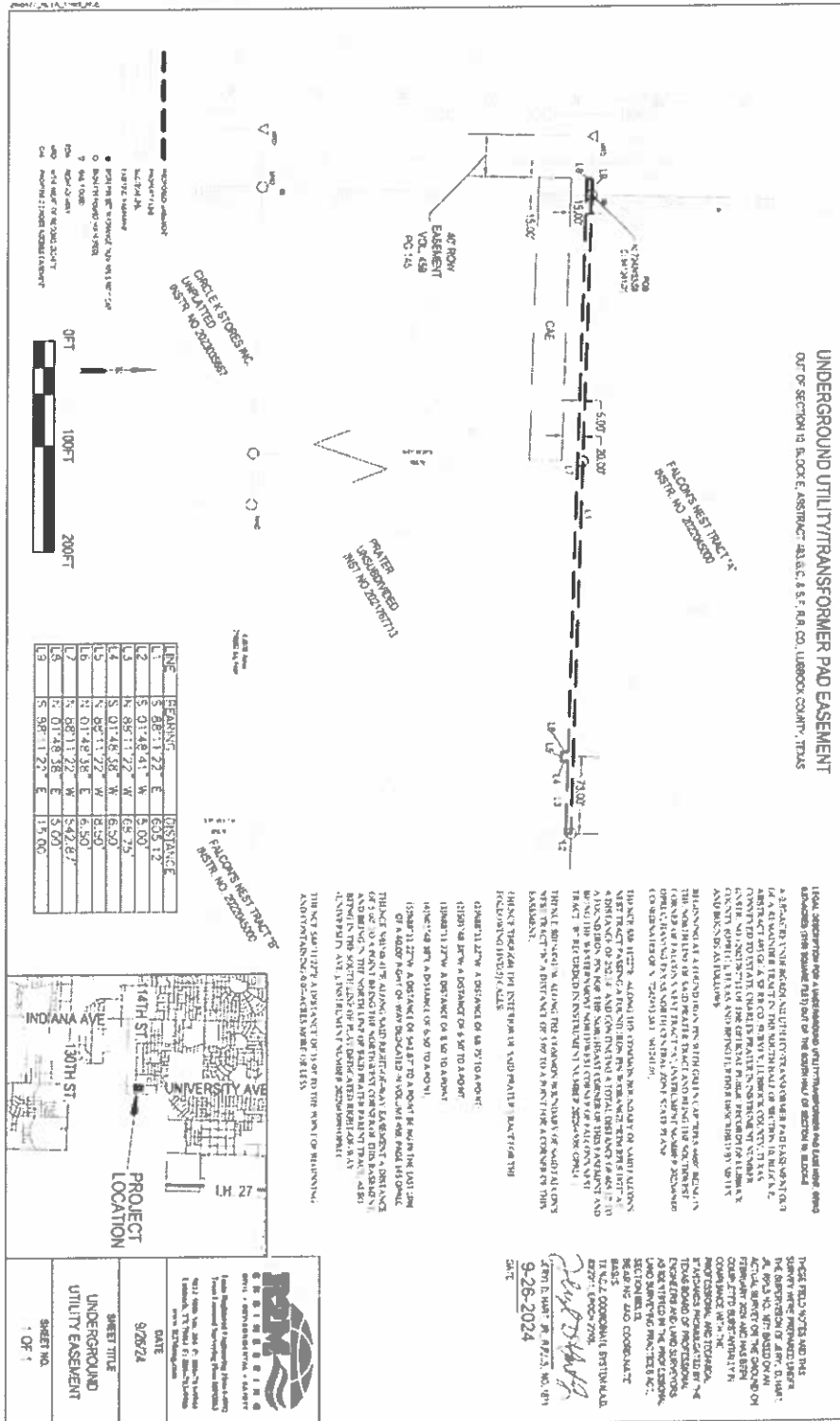


EXHIBIT C
(Easement Area Legal Description)

Legal Description for a Underground Utility/Transformer Pad Easement, being 0.07-Acres (3159 Square Feet) out of the South Half of Section 10, Block-E

A 0.07-Acre Underground Utility/Transformer Pad Easement out of a remainder Tract in the South half of Section 10, Block E, Abstract 493 GC & SF RR Co. Survey, Lubbock County, Texas conveyed to Estate Charles Prater in Instrument Number (Instr. No.) 2021767713 of the Official Public Records of Lubbock County (OPRLC), Texas and being further described by metes and bounds as follows:

Beginning at a found iron pin with green cap "RPLS 4460" being in the North line of said Prater tract and being the Southwest corner of Falcon's Nest Tract "A", instrument number 2022045000 OPRLC, having Texas North Central Zone State Plane Coordinates of N: 7242453.58 E: 941241.01;

THENCE S88°11'22"E along the common boundary of said Falcon's Nest tract passing a found iron pin w/orange "R2M RPLS 1871" at a distance of 252.14' and continuing a total distance of 605.12' to a found iron pin for the Northeast corner of this easement and being the westernmost Northwest corner of Falcon's Nest Tract "B" recorded in instrument number 2022045000 OPRLC ;

THENCE S01°48'41"W along the common boundary of said Falcon's Nest Tract "B" a distance of 5.00' to a point for a corner of this easement;

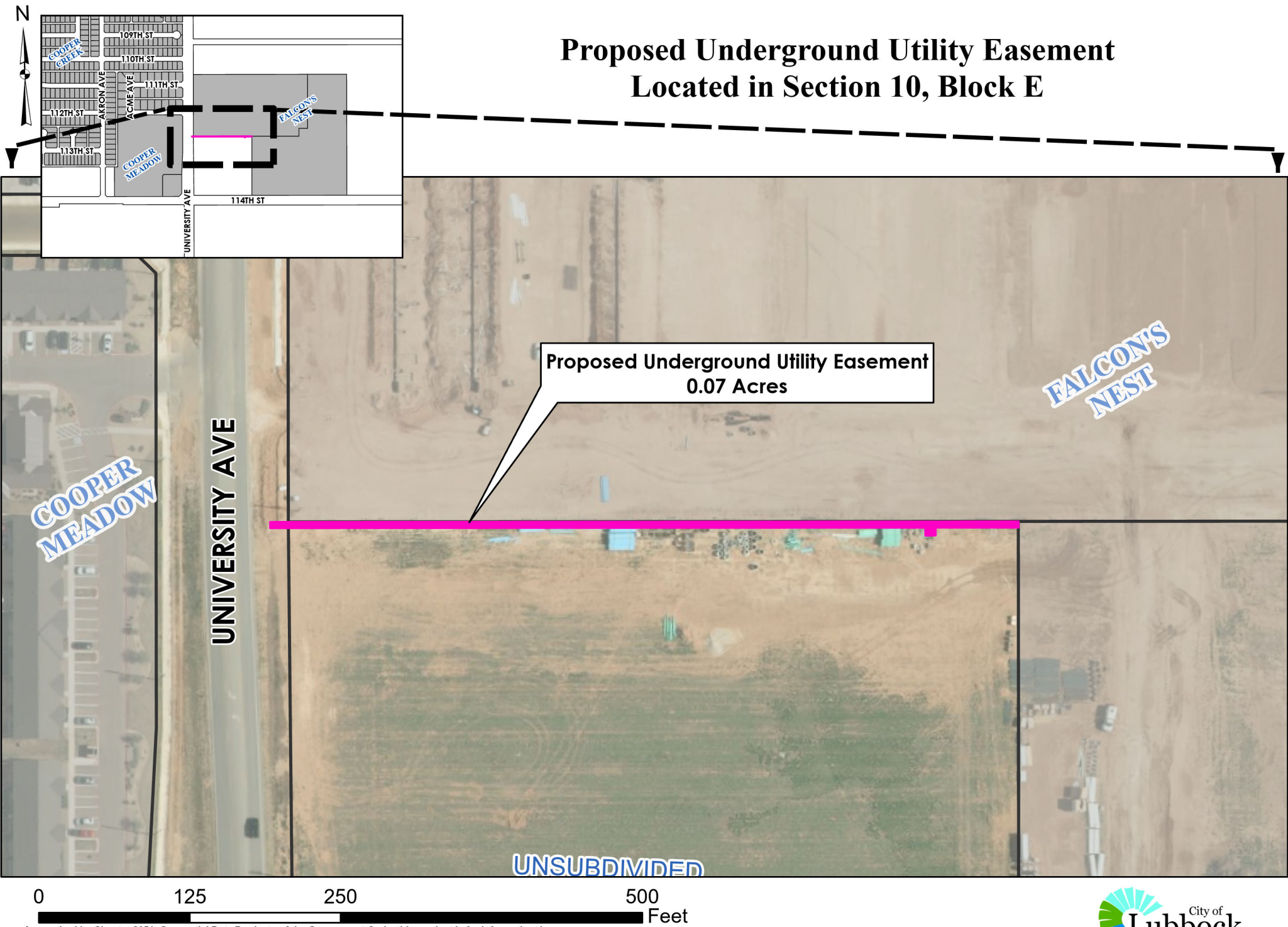
THENCE though the interior of said Prater tract for the following five(5) calls:

- (1) N88°11'22"W a distance of 68.75' to a point;
- (2) S01°48'38"W a distance of 6.50' to a point;
- (3) N88°11'22"W a distance of 8.50' to a point;
- (4) N01°48'38"E a distance of 6.50' to a point;
- (5) N88°11'22"W a distance of 542.87' to a point being in the East line of a 40.00' right-of-way dedicated in Volume 459, Page 145 OPRLC

THENCE N01°48'41"E along said right-of-way easement a distance of 5.00' to a point being the Northwest corner of this easement, and being in the north line of said Prater parent tract, also being in the South line of plat dedicated right-of-way (University Ave.), instrument number 2022045000 OPRLC:

THENCE S88°11'22"E a distance of 15.00' to the point of BEGINNING and containing 0.07-Acres more or less.

BEARING AND COORDINATE BASIS:
TX N.C.Z. coordinate system NAD 83(2011, Epoch 2010).



**Proposed Underground Utility Easement
Located in Section 10, Block E**

**Proposed Underground Utility Easement
0.07 Acres**

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

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 18191, and all related documents, by and between the City of Lubbock and HDR Engineering, Inc., for Lake Alan Henry erosion maintenance alternatives analysis.

Item Summary

The John T. Montford Dam is located in Kent and Garza counties approximately 60 miles southeast of the City of Lubbock. The dam impounds Lake Alan Henry, which is one of the City's water supply sources. The City has owned the dam since August 2005, when ownership of the project was transferred to the City. Erosion along the downstream slope of the dam has been a challenge since the dam was constructed. The City issued a Request for Qualifications (RFQ) to evaluate alternatives for reducing erosion, and operation and maintenance costs for the dam.

In response to RFQ 24-18191-TF, five engineering firms submitted proposals which were evaluated and ranked based on the following criteria: 30 points for project team organization and qualifications, 30 points for experience on similar projects, 35 points for project approach, and 5 points for overall responsiveness to the RFQ. After evaluating the proposals, the Evaluation Committee provided the following ranking:

Engineering Firm	Points
HDR Engineering, Inc., Omaha, Nebraska	89.00
Freese and Nichols, Inc., Lubbock, Texas	86.67
M&E Consultants, LLC, Heidenheimer, Texas	71.67
Berger Geosciences, LLC, Houston, Texas	67.33
Centerline, LLC, Lubbock, Texas	48.67

Staff recommends award of this contract to the highest ranked proposer, HDR Engineering, Inc., of Omaha, Nebraska. This contract is based upon fair and reasonable hourly rates agreed on, for a total amount not to exceed \$229,589, with a contract time of 10 months.

Fiscal Impact

Contract 18191, in the amount of \$229,589, is funded in Capital Improvements Project 92808, Lake Alan Henry Erosion Control.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution

Contract 18191

Location Exhibit

CIP Budget Detail

CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 18191 for Lake Alan Henry erosion maintenance alternatives analysis, by and between the City of Lubbock and HDR Engineering, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18191 is entered into this ____ day of _____, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and HDR Engineering, Inc., (the "Engineer"), a Nebraska corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Lake Alan Henry Erosion Maintenance Alternatives Analysis, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 10 months. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$229,589.00, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. ACKNOWLEDGMENTS

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

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

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part

of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

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

General Aggregate Limit: \$2,000,000

Professional Liability:

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

Automobile Liability:

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

Employer's Liability:

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

Worker's Compensation

Per Occurrence Single Limit: \$500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,

ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT THAT DAMAGE IS CAUSED BY OR RESULTS FROM, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

HDR Engineering, Inc.
Micah Hargrave, P.E.
4401 West Gate Blvd., Ste 400
Austin, Texas 78745
Telephone: 214-417-6322
Email: Micah.Hargrave@hdrinc.com

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

Chad Greene
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2339
Email: cgreene@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Firm

HDR Engineering, Inc.


By: 
Mark Borenstein, P.E., Vice President
Email: Mark.Borenstein@hdrinc.com

EXHIBIT "A"

SCOPE OF SERVICES

PROJECT NAME: Lake Alan Henry Erosion Maintenance Alternatives Analysis

PROJECT DESCRIPTION:

John T. Montford Dam (TX06464) is located in Kent and Garza counties approximately 60 miles southeast of the City of Lubbock (City) on the Double Mountain Fork of the Brazos River. The dam impounds Lake Alan Henry, which is one of the City's water supply sources. A pipeline and two pump stations began operating in 2012 to deliver water from the lake to the City's South Water Treatment Plant. The City has owned the dam since August 2005, when ownership and management of the project transferred from the Brazos River Authority (BRA) to the City.

Maintaining vegetation along the downstream slope of the dam has been a challenge since the dam was constructed, and the City will evaluate alternatives for consideration of a long-term solution to reduce operation and maintenance (O&M) activities for the project. The current erosion issue stems from the soils along the surface of the downstream slope which are comprised of silts and sands, have minimal organics and nutrients to support adequate vegetation, and are highly erosive when subjected to direct rainfall runoff, especially when larger volumes of water begin concentrating on the lower half of the 300-plus feet long slope. The combination of erosive soils, lack of nutrients, and semi-arid climate have made it difficult to establish and maintain erosion-resistant vegetation, resulting in erosion of the surface soils and creating a costly maintenance burden for the City. The irrigation system included in the original design is no longer active and has been decommissioned. The turf reinforcement matting (TRM) installed between December 2012 and April 2013 provided some benefit and protection on the upper portions of the slope, but erosion has continued and the TRM now hinders slope repairs.

The project will include an alternatives analysis study to evaluate viable options to significantly reduce slope maintenance for consideration by the City. The alternatives to be evaluated are identified within the scope outlined below.

SCOPE OF WORK:

Task 1 – Project Management

1. HDR will provide project management services for the duration of the project, which is assumed to be ten (10) months, and will include conducting a project kickoff meeting with the City, monthly progress meetings, project set up and close out, preparation of monthly invoices and progress reports, development of a milestone schedule and required schedule updates, and coordination of QA/QC reviews for the work to be performed.
 - a. Kickoff Meeting: HDR will conduct a kickoff meeting with the City to coordinate the start of the project. HDR will prepare the meeting agenda, develop meeting minutes, and distribute the meeting minutes to the City and project team. The kickoff meeting will be conducted in conjunction with the meeting identified in Task 2, Item 1.c.

- b. Monthly Progress Meetings: HDR will participate in up to 10 virtual monthly progress meetings with the City to discuss project coordination items and review project progress.

Task 2 – Alternatives Analysis

1. HDR will consult with the City, including O&M personnel, to identify items needed to define the objectives of the project and criteria for the alternatives to improve long-term performance and serviceability.
 - a. HDR will obtain available data and review existing information related to the project. This information to include:
 - i. Inspection records other than the inspections performed by HDR in 2005, 2011, and 2021, if available;
 - ii. O&M records and costs for slope restoration activities performed in the past;
 - iii. In addition to the noted inspection reports, HDR has the following records: original design drawings and design drawings for the TRM installed between 2012 and 2013.
 - b. HDR will perform a site visit to assess the current condition of the downstream slope and identify site features that could be in conflict or impacted by potential alternative improvements along the downstream slope. The HDR project manager and up to two (2) other HDR project team members will attend the site visit.
 - c. HDR will conduct a meeting with the City to discuss the objectives of the project, budget for construction of an alternative, initial evaluation criteria, and current and previous O&M activities and costs. The meeting will be conducted in-person at the City's Citizens Tower building in conjunction with the kickoff meeting identified in Task 1, Item 1.a. An option will be made available for some team members to join and participate remotely. The HDR project manager and up to two (2) other project team members will join the meeting in person. The meeting will be scheduled for the day following the site visit identified in Task 2, Item 1.b.
2. HDR will evaluate and develop conceptual-level designs for up to seven (7) alternatives for consideration and comparison with a baseline alternative consisting of a continued O&M program.
 - a. The alternatives to be evaluated will include those listed below, or a combination of such alternatives or others identified within the limits of this scope depending on the City's objectives and analyses performed by the project team.
 - i. New topsoil and seeding;
 - ii. Slope modifications (flattening and/or benching) with new topsoil and seeding;
 - iii. Rock riprap;
 - iv. Soil cement;
 - v. Roller compacted concrete (RCC); and
 - vi. Up to two (2) additional alternatives which may include a combination of alternatives depending on the City's objectives and analyses performed by the project team.

- b. HDR will perform an erodibility analyses of the current slope configuration and soil and rock riprap slope modification alternatives to support the design concepts of the non-hard armoring alternatives. The erodibility analysis will include hydrologic analysis of direct rainfall runoff on the slope and 2-dimensional hydraulic analyses of runoff flows down the slope and within rills to develop velocities and critical shear stress for incipient motion calculations of various surface material particle sizes.
 - c. HDR will develop conceptual-level sketches and details to support the alternative concepts. This will include identification of potential material sources and planning level details for drainage systems and mix designs for hard armoring alternatives.
- 3. HDR will develop an evaluation criteria matrix to be used for comparison of the alternatives with criteria weighting selected based on input from the City.
 - a. Expected criteria will include the items listed below. Additional criteria may be considered based on input from the City and the objectives and analyses performed by the project team.
 - i. Erosion resistance and stability
 - ii. Overall life-cycle costs including initial construction costs and O&M costs
 - iii. Serviceability
 - iv. Constructability.
 - b. Schedule one (1) virtual meeting with the City to review the evaluation criteria and obtain input regarding prioritization of the objectives.
- 4. HDR will develop opinion of probable construction costs (OPCCs) and long-term O&M costs for each alternative. Documentation will include supporting information for estimated material quantities and related items based on concept designs to support the costs, including assumptions.
 - a. The OPCC will be considered a Class 5 estimate in accordance with the American Association of Cost Engineers (AACE) guidance.
 - b. HDR will evaluate life-cycle costs for each alternative and the O&M baseline alternative for comparison. A design and operational life of 50 years will be utilized.
 - c. HDR will estimate the sensitivity of cost drivers based on availability of source materials as applicable for the alternatives to be evaluated.
- 5. HDR will perform a final site visit to ground truth final assumptions and results. The HDR project manager and up to two (2) other HDR project team members will attend the site visit.
- 6. The day after the final site visit, HDR will conduct a workshop with the City and relevant stakeholders to review the alternatives, ranking matrix, supporting analyses, and results. The workshop will be conducted in-person at the City's Citizens Tower building. An option will be made available for some team members to join and participate remotely. The HDR project manager and up to two (2) other project team members will join the workshop in person.
- 7. HDR will prepare a preliminary engineering report to document the alternatives evaluated and supporting analyses. The report will include details regarding the findings,

assumptions, and recommendations. Conceptual-level design sketches for the alternatives will also be included.

- a. HDR will submit an electronic PDF version of the draft report to the City for review and comment.
- b. HDR will update the draft version of the report based on comments received from the City and issue a final electronic PDF version of the report along with a comment/response log to document the City's comments and comment responses.

Summary of Deliverables:

- Draft and final versions of the preliminary engineering report

ASSUMPTIONS/EXCLUSIONS

1. This scope of work does not include sampling or testing of geotechnical or physical properties of soils, aggregates, or other materials. The need for additional investigation, data, or testing required to consider an alternative a viable option may be identified during the course of the study and additional services for obtaining such data, if needed, will be discussed with the City. In the absence of such data, assumptions and limitations will be documented.
2. Design-level drawings, details, or specifications are beyond the scope of this study.
3. The site visit included in the scope of work does not constitute an engineering or dam safety inspection of the dam and will be limited to visible elements only and excludes covered, buried, embedded, or hidden conditions. The site visit will not include geotechnical investigations, laboratory testing, or materials testing. HDR will not be responsible for hidden conditions or defects not readily apparent from visual observation. If significant deficiencies are observed or suspected, further field, laboratory, or nondestructive testing may be recommended.
4. Site visits or in-person meetings more than the number noted in the scope of work will be considered an additional service.
5. The City will make key staff and senior leadership available to provide input during meetings and workshops.

SCHEDULE

The proposed timeline for completion of the major tasks of the scope of work is outlined below.

Task	Duration from NTP (Months)
Project Management	10
Alternatives Analysis	
Data Review & Assessment	2
Evaluate & Develop Conceptual Designs	4
Develop Evaluation Criteria	4
Develop Estimated Construction Costs & Life-cycle Costs	6
Final Site Visit	6
Workshop	7
Documentation and Reporting	9

The schedule was developed with the following assumptions:

- A review time of two weeks has been assumed for the City's review of the draft preliminary engineering report.
- HDR will revise the draft report and submit the final preliminary engineering report within three weeks of receipt of comments on the draft report from the City.

EXHIBIT "B"

COMPENSATION FOR SERVICES

PROJECT NAME: Lake Alan Henry Erosion Maintenance Alternatives Analysis

COMPENSATION:

Compensation for ENGINEER'S services under this Agreement shall be on the basis of Direct Labor Costs times a factor of 3.35 for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$229,589, as shown below by major task. ENGINEER may adjust distribution of funds between tasks as appropriate to allow flexibility in providing the services rendered, but compensation will not exceed the total estimated amount. Should a change in the Scope of Services or Time of Performance be necessary, an amendment to this contract will be negotiated at that time.

Task	Budget
Project Management	\$ 18,433.00
Alternatives Analysis	
Data Review & Assessment	\$ 28,074.00
Evaluate & Develop Conceptual Designs	\$ 64,749.00
Develop Evaluation Criteria	\$ 8,908.00
Develop Estimated Construction Costs & Life-cycle Costs	\$ 42,012.00
Final Site Visit	\$ 19,087.00
Workshop	\$ 13,935.00
Documentation and Reporting	\$ 34,391.00
Total	\$ 229,589.00

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

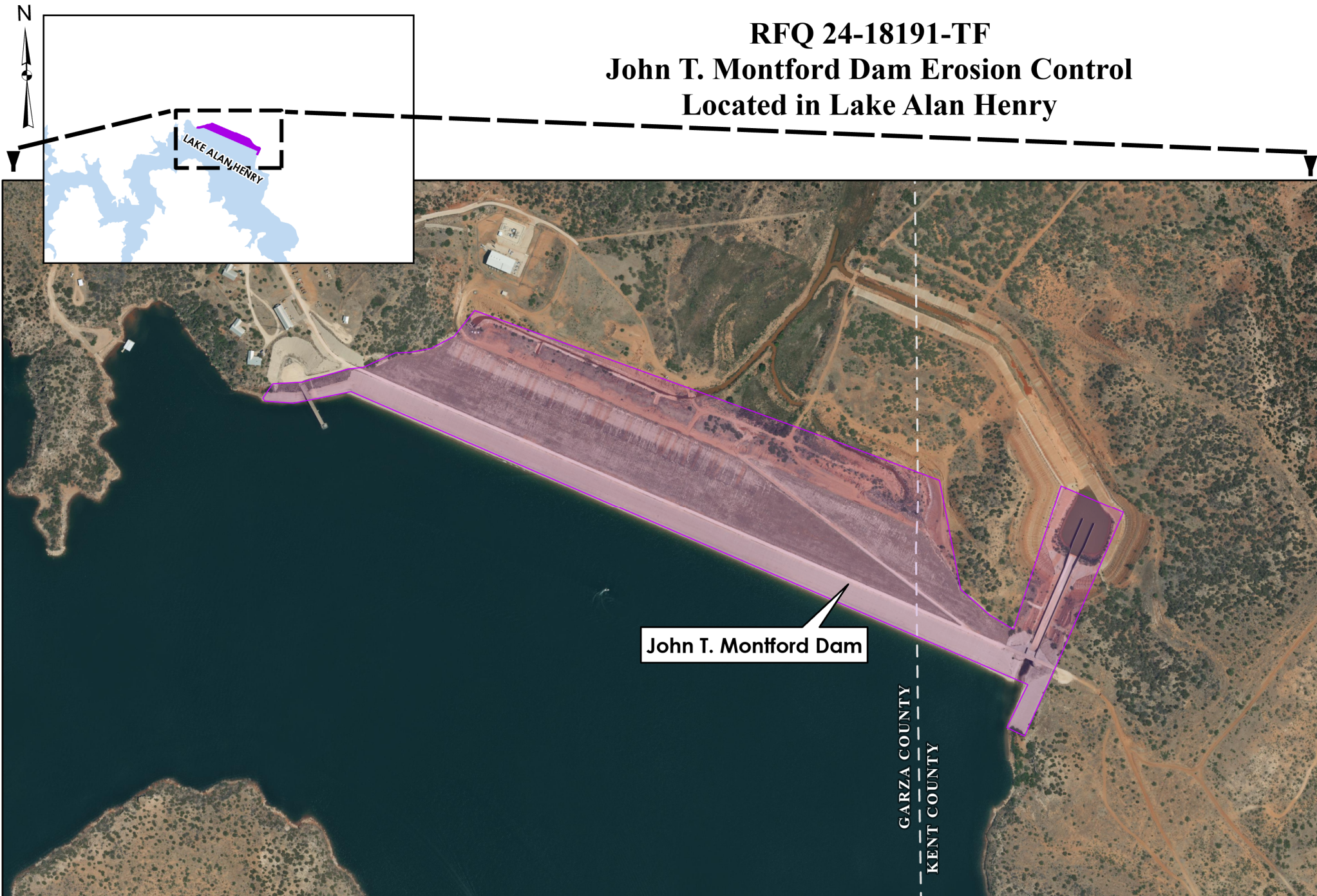
Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

RFQ 24-18191-TF

John T. Montford Dam Erosion Control Located in Lake Alan Henry



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

City of Lubbock
Capital Project
Project Cost Detail
November 12, 2024

Capital Project Number: 92808
Capital Project Name: Lift Station Rehabilitation

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff Time	\$ 1,357

Agenda Item November 12, 2024

Contract 18191 - Preliminary Design of LAH Erosion Control	-
<i>Encumbered/Expended To Date</i>	1,357

Estimated Cost for Remaining Appropriation

Construction, Lake Alan Henry Erosion Control	749,952
<i>Remaining Appropriation</i>	-

Total Appropriation	\$ 751,308
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CIP 92808 Lake Alan Henry Erosion Maintenance

Replacement Infrastructure

Project Manager: Greg Baier - Public Works (Water)

Project Scope

This project will identify a technology to combat erosion on the dry side of the Lake Alan Henry Dam. This will assist in lowering the continual maintenance requirement of the roadway and dam surface. In addition, identified maintenance needs from prior inspections will be addressed with this project. Sluice gate seals will be repaired in the coming years.

Project Justification

The Lake Alan Henry Dam area has experienced continual erosion since the day it began operating. Soil conditions around the dam have been identified as excessively erosive with little to no cohesive properties in the soil. The City of Lubbock has performed several projects over the years to attenuate or slow down this process.

Project Highlights

Council Priorities Addressed:
Community Improvement
Fiscal Discipline

Project History

- FY 2022-23 \$500,000 was appropriated by Ord. 2022-00136
- FY 2022-23 \$51,308 was appropriated by BCR 2023-18
- FY 2023-24 \$200,000 was appropriated by Ord. 2023-00108

Project Dates

Ongoing

Project Location

Lake Alan Henry - Dry side of dam

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$551,308	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$751,308	\$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
Water/Wastewater Fund Cash	\$751,308	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$751,308	\$0	\$0	\$0	\$0	\$0	\$0

Information

Agenda Item

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.

Item Summary

On June 23, 2020, the City Council, through Resolution No. 2020-R0211, adopted the land use assumptions and capital improvements plans (capacity plans) associated with the possible future adoption of impact fees. In accordance with Texas Local Government Code Chapter 395, the Impact Fee Study must be restudied every 5 years.

On September 24, 2024, the City Council received the semi-annual report from the Capital Improvements Advisory Committee (CIAC) through Resolution No. 2024-R0432, which included a recommendation to the City Council to perform an Impact Fee Report update, including land use assumptions and capital project plans.

On October 27, 2020, the City Council approved Ordinance No. 2020-O0136, amending Title II Buildings; Development; Property Maintenance, of the City of Lubbock Code of Ordinances, by adding Chapter 41, Impact Fees.

Fiscal Impact

Contract 18335 for \$289,100, is funded in Capital Improvement Project 8685 Impact Fee Report Update and 8702 Master Thoroughfare Plan Update.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution

Contract 18335

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 18335 for an impact fee land use assumptions and capital improvements plan restudy, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18335 is entered into this ____ day of _____, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Kimley-Horn and Associates, Inc., (the "Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for an Impact Fee Land Use Assumptions and Capital Improvements Plan Restudy, (the "Activities"); and

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

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

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

ARTICLE I. TERM

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

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$289,100, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part

of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

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

General Aggregate Limit: \$2,000,000

Professional Liability:

Combined Single Limit: \$2,000,000

Automobile Liability:

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

Employer's Liability:

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

Worker's Compensation

Per Occurrence Single Limit: \$500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,

ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT CAUSED BY OR RESULTS FROM, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE SECTION 271.904.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Kimley-Horn and Associates, Inc.
Brandon Forsyth, P.E.
801 Cherry Street Suite 1300, Unit 11
Fort Worth, Texas 76102
Telephone: 817-339-2289
Email: brandon.forsyth@kimley-horn.com

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

Bailey Ratcliffe, P.E.
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2329
Email: bratcliffe@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

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

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

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

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

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

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the 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, Engineer agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

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

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

EXECUTED as of the Effective Date hereof.


CITY OF LUBBOCK

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:


Kelli Leisure, Senior Assistant City Attorney

Firm

Kimley-Horn and Associates, Inc.

By: 
Kevin Hoppers, P.E., PTOE

Email: kevin.hoppers@kimley-horn.com

EXHIBIT A
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR AN IMPACT FEE UPDATE FOR ENGINEERING
CITY OF LUBBOCK

PROJECT DESCRIPTION

The ENGINEER understands the goal of this project is to update the Roadway, Water and Wastewater Impact Fee program for the City based on annexations. This scope of services will provide the City with the technical analysis required by Chapter 395 of the Texas Local Government Code to determine the maximum assessable Roadway, Water and Wastewater impact fee that may be assessed. To update the land use assumptions analysis, the ENGINEER will utilize the demographics predominantly developed from previous planning efforts from Planning Lubbock 2040, Infrastructure Master Plans, and planned development information since the original Impact Fee program. To update the Roadway, Water, and Wastewater Impact Fee Capital Improvements Plan (CIP), the ENGINEER will evaluate the previous CIPs and update accordingly for the annexations. The ENGINEER will assist the City in updating the Impact Fee Ordinance and assist with public hearings.

This project is anticipated to include the following components:

1. Project Initiation, Education and Management
2. Land Use Assumptions
3. Roadway Impact Fee
4. Water Impact Fee
5. Wastewater Impact Fee
6. Adoption Process

1. Project Initiation and Management

- 1.1 Project Kick-Off Meeting. The ENGINEER will meet with the City for a formal kick-off meeting for the Impact Fee Update. During this meeting, the scope and City contacts will be determined for each task.
- 1.2 Project Status Reports and Invoicing. The ENGINEER will prepare and submit monthly status reports regarding project schedule and critical tasks. The ENGINEER will prepare monthly invoices.
- 1.3 Service Areas. The ENGINEER will meet with the City to establish updates to the impact fee service area boundaries based on annexations.

2. Land Use Assumptions

- 2.1. Data Collection. Data for the LUA will be developed based on information provided in the Comprehensive Plan, parcel data, building permit information, and historical growth and supplemented with data provided by the City for new development activity. Data to be

provided by the City include residential (added single and multi-family dwelling units) and square footage (or acreage) of developed non-residential uses within the city and water/wastewater planning areas. Data will be provided by City of Lubbock planning areas to facilitate both the roadway and water/wastewater service area analyses. The provision of electronic data (GIS Shapefile) is envisioned. The ENGINEER will coordinate with the city on specific data needs.

- 2.2. Existing Land Use. The ENGINEER will utilize data collected from Task 2.1 to document existing growth rates, trends and socio-demographics as well as provide the development of base projections. The ENGINEER will provide supporting documentation for land use, population and employment data by planning areas and service areas for the base year.
- 2.3. 10-Year Land Use. Chapter 395 states that impact fees may only be used to pay for items included in the Impact Fee Capital Improvements Plan and attributable to new service units projected over a period not to exceed ten (10) years. Based on guidance from the City regarding projected development patterns and growth rates and Plan Lubbock 2040, the ENGINEER will develop the Ten-Year Land Use Assumptions for the 2025 – 2035 planning window. The ENGINEER will complete the demographic table for each service area.
- 2.4. Documentation. The ENGINEER will prepare a Chapter entitle Land Use Assumptions for Impact Fees for final Impact Fee Report. This will be incorporated into the final report.
- 2.5. Meetings. The ENGINEER will discuss the land use assumptions one (1) progress meeting with the City
- 2.6. Deliverables. The Land Use Assumptions will be standalone report that will ultimately be incorporated into the final Impact Fee Study report. Key elements of the LUA report include:
 - Coordination and correlation of LUA with service areas for roads, water and wastewater
 - Documentation of existing growth rates, trends and socio-demographics
 - Development of base and 10-year projections
 - Land use, population and employment assumptions for the projection periods
 - Supporting documentation population and employment data by planning areas and service areas for the base year and 10-year growth

3. Roadway Impact Fee Study

- 3.1. Data Collection. The ENGINEER will coordinate with the City to obtain the following data:
 - 3.1.1 City contacts – City shall provide the organization structure and contact information for the applicable City staff involved with the completion of the roadway capacity analysis and Roadway Impact Fee Capital Improvement Plans (CIP).

- 3.1.2 Thoroughfare Plan – The ENGINEER will utilize the thoroughfare plan as is currently adopted. Any analysis related to updating the City’s currently adopted Thoroughfare Plan will be considered additional services.
- 3.1.3 Traffic Counts – The City shall provide any available data (current and historical) for all roadway segments on the current Thoroughfare Plan. The ENGINEER will obtain recently completed traffic counts for state highway facilities from TxDOT. If additional counts are necessary the ENGINEER will request the count data from City staff or available data from the MPO.
- 3.1.4 Historical Project Costing Information – The City shall provide the ENGINEER with available data on the actual City costs for previously completed arterial roadway improvement projects to assist in the development of planning level project costs for future projects and to include any project costs for previously completed projects with excess capacity available to serve future growth.

3.2. Ten-Year Growth Projections and Capacity Analysis.

- 3.2.1 The ENGINEER will identify the service units for new development and the average trip length. Using the 11th Edition of the Institute of Transportation Engineer’s (ITE) Trip Generation Manual, the ENGINEER will incorporate trip generation and pass-by trip rates.
- 3.2.2 The ENGINEER will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies.
- 3.2.3 The ENGINEER will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand for each service area established in Task 2. The ENGINEER will determine the capacity available for new growth.

- 3.3. Roadway Impact Fee Capital Improvements Plan. The ENGINEER will assist the City updating the Roadway Impact Fee Capital Improvements Plan which will include cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will include existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan shall include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on discussion with local roadway construction contractors, City staff, and previous experience with roadway construction costs. The City shall provide actual City cost information for previously completed projects with excess capacity and any cost contribution to County, State, Federal, or developer constructed projects. Due to the variety of unknowns associated with roadway project costs projections (ROW acquisition, utility relocations, etc.), the planning level project cost projections utilized in the roadway impact fee analysis should not be used for any future capital improvement planning within the City. The ENGINEER will identify the portion of projected improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.

- 3.4. Maximum Assessable Roadway Impact Fee Calculation. Using the newly developed ten-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, the ENGINEER will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting pre-credit maximum assessable roadway impact fees by service area. A financial analysis for the credit calculation will not be performed. 50% of the pre-credit maximum assessable roadway impact fee calculated will be utilized to determine the maximum assessable roadway impact fee.
- 3.5. Documentation. The ENGINEER will provide both a draft and final Roadway Impact Fee Report. The report will include:
- Land Use Assumptions;
 - Roadway service areas;
 - Roadway CIP;
 - Narrative of the impact fee methodology;
 - Impact fee calculations;
 - Land Use Vehicle-Mile Equivalency Table; and
 - Supporting Exhibits.
- 3.6. Meetings. The ENGINEER will attend one (1) meeting with the City to go over the draft report.
- 3.7. Deliverables.
- 3.7.1 Electronic (.pdf) copy of the Draft Roadway Impact Fee Report;
 - 3.7.2 Five (5) 8.5" x 11" hard copies of the Draft Roadway Impact Fee Report; and
 - 3.7.3 Upon final approval of the Roadway Impact Fee Analysis and updated ordinance by the City Council, the ENGINEER will provide five (5) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Roadway Impact Fee Report

4. Water Impact Fee Study

- 4.1. Data Collection for City and Wholesale Customers. The ENGINEER will coordinate with the City on obtaining data required for the impact fee study update, including cost data for recently constructed projects, information on water meters, recent water usage, etc. The ENGINEER will prepare and present a data request memorandum for City staff. Information for wholesale customers served by Lubbock will also be required. The ENGINEER will prepare a survey to be sent to each wholesale customer regarding future usage and needs from Lubbock.
- 4.2. Master Plan Review. The ENGINEER will review the currently adopted Water Distribution System Master Plan to verify if modifications are needed prior to formulating the Water Impact Fee Capital Improvement Plan. Modification will be provided with the recommendations from City staff. City staff will perform the necessary tasks to have the revised Water Distribution System Master Plan adopted by City Council (if necessary). As

part of this task the ENGINEER will verify the existing inventory of the City's water system network.

- 4.3. Ten-Year Growth Projections and Capacity Analysis. The ENGINEER will develop projected water demands over the 10-year planning period which will be based on socio-demographic data developed in the LUAs report. The determination of 10-year water demands and will be based on LUAs and recent historical water usage for average, maximum day and peak operating conditions for both retail and potential wholesale customers. The ENGINEER will utilize data from the recent Master Plan in addition to the newly requested data. The ENGINEER will determine the model results needed for the impact fee analysis to evaluate 10-year conditions using the demands developed. Water system modeling will consist of average day, maximum day, and peak hour demand conditions. The ENGINEER will utilize equivalent capacity of water meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year growth conditions.
- 4.4. Water Impact Fee Capital Improvements Plan. The ENGINEER will review recently completed (over the last 5 years) water improvements and determine which projects are eligible for future cost recovery from growth. The ENGINEER will utilize the results of the water system modeling and capacity analysis to determine impact fee eligible proposed projects. The ENGINEER will update the cost of proposed water system improvements to be included in the impact fee calculation. Maps will be prepared showing the existing and proposed water capital improvements plan projects to be included in the impact fee calculation.
- 4.5. Maximum Assessable Water Impact Fee Calculation. The ENGINEER will utilize the water model to analyze existing completed and proposed projects for remaining capacity for impact fee cost recovery for 10-year projected growth. The ENGINEER will utilize the capacity analysis and capital project costs to calculate percentage of project cost eligible for impact fee cost recovery. The ENGINEER will develop maximum allowable water impact fees in accordance with Chapter 395 of the Texas Local Government Code using existing and proposed capital improvement costs to support 10-year growth based on projected increase in service units.
- 4.6. Documentation. The ENGINEER will provide both a draft and final Water Impact Fee Report. The report will include:
- Land Use Assumptions;
 - Water service area;
 - Water Impact Fee Eligible CIP;
 - Narrative of the impact fee methodology;
 - Impact fee calculations;
 - Service Unit Equivalency Table; and
 - Supporting Exhibits.

4.7. Meetings. The ENGINEER will attend three (3) meetings with the City. These meetings will include:

- Impact Fee Eligible CIP
- Maximum Assessable Calculations
- Review Draft Report.

4.8. Deliverables.

4.8.1 Electronic (.pdf) copy of the Draft Water Impact Fee Report;

4.8.2 Five (5) 8.5" x 11" hard copies of the Draft Water Impact Fee Report; and

4.8.3 Upon final approval of the Water Impact Fee Analysis and new ordinance by the City Council, the ENGINEER will provide five (5) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Water Impact Fee Report

5. Wastewater Impact Fee Study

5.1. Data Collection for City and Wholesale Customers. The ENGINEER will coordinate with the City on obtaining data required for the impact fee study, including cost data for recently constructed projects, recent wastewater loads, etc. The ENGINEER will prepare and present a data request memorandum for City staff. Information for wholesale customers served by Lubbock will also be required. The ENGINEER will prepare a survey to be sent to each wholesale customer regarding future usage and needs from Lubbock.

5.2. Master Plan Review. The ENGINEER will review the currently adopted Wastewater System Master Plan to verify if modifications are needed prior to formulating the Wastewater Impact Fee Capital Improvement Plan. Modification will be provided with the recommendations from City staff. City staff will perform the necessary tasks to have the revised Wastewater System Master Plan adopted by City Council (if necessary). As part of this task the ENGINEER will verify the existing inventory of the City's wastewater system network.

5.3. Ten-Year Growth Projections and Capacity Analysis. The ENGINEER will develop projected wastewater flows over the 10-year planning period which will be based on socio-demographic data developed in the LUAs report. The determination of 10-year wastewater flows and will be based on LUAs and recent historical wastewater usage for average, and peak day operating conditions for both retail and potential wholesale customers. The ENGINEER will utilize data from the recent Master Plan in addition to the newly requested data. The ENGINEER will determine the model results needed for the impact fee analysis to evaluate 10-year conditions using the flow developed. Wastewater system modeling will consist of average and peak day demand conditions. The ENGINEER will utilize equivalent capacity of water meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year growth conditions.

5.4. Wastewater Impact Fee Capital Improvements Plan. The ENGINEER will review recently completed (over the last 5 years) wastewater system improvements and determine which

projects are eligible for future cost recovery from growth. The ENGINEER will utilize the results of the wastewater system modeling and capacity analysis to determine impact fee eligible proposed projects. The ENGINEER will update the cost of proposed wastewater system improvements to be included in the impact fee calculation. Maps will be prepared showing the existing and proposed wastewater capital improvements plan projects to be included in the impact fee calculation.

- 5.5. Maximum Assessable Wastewater Impact Fee Calculation. The ENGINEER will utilize the wastewater model to analyze existing completed and proposed projects for remaining capacity for impact fee cost recovery for 10-year projected growth. The ENGINEER will utilize the capacity analysis and capital project costs to calculate percentage of project cost eligible for impact fee cost recovery. The ENGINEER will develop maximum allowable wastewater impact fees in accordance with Chapter 395 of the Texas Local Government Code using existing and proposed capital improvement costs to support 10-year growth based on projected increase in service units.
- 5.6. Documentation. The ENGINEER will provide both a draft and final Wastewater Impact Fee Report. The report will include:
- Land Use Assumptions;
 - Wastewater service area;
 - Wastewater Impact Fee Eligible CIP;
 - Narrative of the impact fee methodology;
 - Impact fee calculations;
 - Service Unit Equivalency Table; and
 - Supporting Exhibits.
- 5.7. Meetings. The ENGINEER will attend three (3) meetings with the City. These meetings will be held in conjunction with the Water Impact Fee meetings from Item 4.7. These meetings will include:
- Impact Fee Eligible CIP
 - Maximum Assessable Calculations
 - Review Draft Report.
- 5.8. Deliverables.
- 5.8.1 Electronic (.pdf) copy of the Draft Wastewater Impact Fee Report;
 - 5.8.2 Five (5) 8.5" x 11" hard copies of the Draft Wastewater Impact Fee Report; and
 - 5.8.3 Upon final approval of the Wastewater Impact Fee Analysis and new ordinance by the City Council, the ENGINEER will provide five (5) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Wastewater Impact Fee Report

6. Adoption Process

- 6.1. Comparison Data. THE ENGINEER will collect information on actual Impact Fees collected for up to six (6) benchmark cities for up to three (3) different land uses (likely residential,

commercial, and industrial land uses). This information will be provided to the City in electronic (.xls) tabular format for use in the development of comparison tables.

- 6.2. Ordinance Support. The ENGINEER will review the updated Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Roadway Impact Fee Report to be included in the ordinance.

The ENGINEER will review the impact of the updated Impact Fee program reimbursements on the City's existing pro rata cost allocation system for water and wastewater line extensions. The ENGINEER will determine how the pro rata system will work with the Impact Fee program and if pro rata costs will continue to be charged to developers once the Impact Fee program is implemented.

The ENGINEER will review the policies for roadway improvements in the City's ETJ.

- 6.3. Revenue Projections. The Engineer will utilize the Land Use Assumptions calculated in Task 2 to calculate various revenue projections based on potential collection rate scenarios.

- 6.4. Meetings. It is anticipated that the ENGINEER will prepare for and attend each of the following meetings (total of ten):

- Up to six (6) meetings with CIAC
 - This will include both work sessions and meetings required by Chapter 395
- Up to four (4) meeting with Council
 - This will include both work sessions and meetings required by Chapter 395

- End of Scope of Services -

EXHIBIT B
AN IMPACT FEE UPDATE FOR ENGINEERING
FEE PROPOSAL
CITY OF LUBBOCK

Kimley-Horn will perform the scope of services for the total fixed fee below. Fees will be invoiced monthly based upon the overall percentage of services performed.

Task	Task Name	KHA	FNI	Subtotal
1	Project Initiation, Education and Management	\$29,000	\$19,400	\$48,400
2	Land Use Assumptions	\$26,500	\$3,500	\$30,000
3	Roadway Impact Fee Study	\$63,000	--	\$63,000
4	Water Impact Fee Study	--	\$45,000	\$45,000
5	Wastewater Impact Fee Study	--	\$45,000	\$45,000
6	Adoption Process	\$30,000	\$27,700	\$57,700
Subtotals		\$148,500	\$140,600	\$289,100

EXHIBIT C
AN IMPACT FEE UPDATE FOR ENGINEERING
SCHEDULE PROPOSAL
CITY OF LUBBOCK

Tasks 1 thru 5 will be completed within six (6) months following receipt of a signed copy of this agreement, exclusive of CITY review time after receipt of a signed copy of this agreement. Task 6 will proceed in accordance with the requirements of Chapter 395 of the Texas Local Government Code and as requested by the CITY. Additional services, if desired by the CITY, will be performed in a timely manner upon authorization by the CITY.

City of Lubbock
Capital Project
Project Cost Detail
October 8, 2024

Capital Project Number: 8685
Capital Project Name: Impact Fee Report Update

Capital Project Number: 8702
Capital Project Name: Master Thoroughfare Plan Update

<i>Encumbered/Expended</i>	Budget		
	8685	8702	Total
<i>Agenda Item October 8, 2024</i>			
Kimley-Horn and Associates, Inc. - Contract 18335	200,000	89,100	289,100
<i>Encumbered/Expended To Date</i>	200,000	89,100	289,100
<i>Estimated Cost for Remaining Appropriation</i>			
Design	-	210,900	210,900
<i>Remaining Appropriation</i>	-	210,900	210,900
Total Appropriation	\$ 200,000	300,000	\$ 500,000



CIP 8685 Impact Fee Report Update

Master Plans/Studies

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

Local Government Code, Chapter 395, mandates that the land use assumptions and capital improvements plans associated with impact fees must be reviewed and updated at least every five years. This project involves hiring an engineering consultant to review the current land use assumptions and capital improvements plans in the impact fee report. They will need to analyze, evaluate, and make recommendations for any necessary changes that need to be implemented. As part of this review, they will need to confirm that the land use assumptions correlate with the new Unified Development Code and Zoning Map. They will also assist with public hearings, publications, and other processes to get any recommended changes implemented.

Project Justification

Texas Local Government Code requires periodic updates of the land use assumptions and capital improvements plans. Lubbock City Council approved and adopted Land Use Assumptions and Capital Improvements Plans (Capacity Plans) on June 23, 2020. In accordance with Local Government Code 395.052, the initial five-year period for review begins on the day the capital improvement plan is adopted.

Project Highlights

Council Priorities Addressed:

Community Improvement
Growth and Development
Redevelopment

Project History

Roadway arterial infrastructure has largely been funded by ad valorem taxes since 2006. The City has been unable to support the demand of new roadway arterial infrastructure based on recent and projected development trends and has implemented impact fees as an alternate funding source to partner with development. Impact fees became effective on June 1, 2021 for roadways and on June 1, 2022 for water and sewer. Water and sewer main line infrastructure has largely been funded by water and sewer utility fees, and has functioned sufficiently well to present day. Water and sewer impact fees are not currently being collected as per City Council policy. Collection of Roadway Impact fees began on June 1, 2021, and have been collected based on development within each of eight service areas. Any expended funds shall only be used within the respective service area where the fees were collected.

- FY 2023-24 \$200,000 was appropriated by Ord. 2023-00108

Project Dates

Land Use Assumptions and Capital Improvements Plans (Capacity Plans) were approved on June 23, 2020.

Impact Fees were adopted on October 27, 2020.

Capital Improvements Advisory Committee (CIAC) to make recommendation in Fall 2024 for new study.

Project Location

City-wide

Project Appropriations

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



CIP 8702 - Master Thoroughfare Plan Update

Roadway Study

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

Under this project, City staff will update and refine the 2018 Thoroughfare Master Plan. The project includes reviewing and evaluating the existing plan and perform modeling based on current and long range land use development to determine if there is a need to change planned thoroughfare and collector widths; reviewing the existing standard details for thoroughfares and collector level streets to determine if changes are needed to items such as Right-of Way widths, lane widths, left and right turn needs, traffic calming devices and needs for raised medians as well as pedestrian and bicycle elements. Additionally, this project will review the typical procedures for locating and designating collector level streets and identify locations of continuity conflicts, offsets in section lines and playa lakes, and indicate the location of the alignment needed to provide the corridor continuity. As a part of this plan a new Thoroughfare Plan map will be created for City Council adoption.

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of its citizens. We must continue to anticipate the infrastructure needs for a growing populous in order to provide a safe and efficient transportation system.

This thoroughfare update will ensure we are planning properly for future needs.

Project Highlights

Council Priorities Addressed:

Public Safety

Fiscal Discipline

Community Improvement

Growth and Development

Project History

Previous plan was adopted in 2018.

- FY 2024-25 \$300,000 was appropriated by Ord. 2024-00129

Project Dates

Bid Date for Design: 12/2024

Award Date for Design: 02/2025

Master Plan Update Complete: 02/2027

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$0	\$300,000	\$500,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$300,000	\$500,000	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Fund Cash	\$0	\$300,000	\$500,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$300,000	\$500,000	\$0	\$0	\$0	\$0

Operating Budget Impacts

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

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract 17076, and all related documents, with Utility Contractors of America, Inc., for the Downtown Sewer Interceptor Rehabilitation Project.

Item Summary

The purpose of this project is to construct a new sewer main that will convey wastewater flows from existing and proposed high density developments in the downtown area.

On March 21, 2024, a unit price construction contract was awarded to Utility Contractors of America, Inc., per Request for Proposal (RFP) 23-17076-TF, with 480 calendar days of construction time.

The scope of work of Change Order No. 1 will include the cost of repairs of an 84-inch storm water pipe, the cost of rerouting existing water lines that are in conflict with the new sewer interceptor, and an additional bore under the railroad. The net increase in contract price due to Change Order No. 1 is \$494,979.17, with a 149 calendar day contract time extension.

Fiscal Impact

Change Order No. 1 for \$494,979.17, is funded in Capital Improvements Projects 92657, Downtown Sewer Line Replacement, and 92701, Major Sewer Line Condition Assessment and Repair.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

Attachments

Resolution

Change Order No. 1

Location Map

CIP 92657 & 92701 Budget Detail

CIP 92657 - Project Detail

CIP 92701 - Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 01 to that certain Contract No. 17076 by and between the City of Lubbock and Utility Contractors of America, Inc. for the downtown sewer interceptor rehabilitation project as per RFP 23-17076-TF, and related documents. Said Change Order No. 01 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

Office of Purchasing and Contract Management

Change Order

Contract No: RFP 23-17076-TF	Contractor: Utility Contractors of America, Inc.
Change Order No: 1	Contract Title: Downtown Sewer Interceptor Rehabilitation Project
Bid/RFP No: RFP 23-17076-TF	Project No: RFP 23-17076-TF

"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):

Changes as a result of alterations, deviations, additions, and deletions per the following RCPs:

- RCP No. 1 – Alignment Change along Compress Ave
- RCP No. 2 – Flowable Fill
- RCP No. 3 – Extension of Lateral A and Demo of Existing Culvert
- RCP No. 4 – Railyard Service Line and Repairs for 84" Storm Drain Including Water and Sewer Re-Route
- RCP No. 5 – Bore Work at BNSF and TxDOT
- RCP No. 6 – (Previously Voided)
- RCP No. 7 – Additional bypass pumping per RFI No. 7 and possible security fencing while within limits of Railyard property
- RCP No. 8 – Additional days requested by UCA


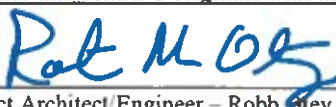



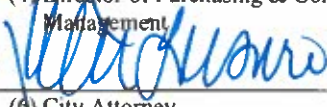
Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations 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:	\$ 10,795,684.00 ✓
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) \$50,000	\$ 494,979.17
	COST CENTER: ACCOUNT:	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	4.58%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	\$ 494,979.17
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	4.58%
G.	NEW CONTRACT AMOUNT (A+E):	\$ 11,290,633.17

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 – Jonathan Ziegner	10/14/2024 Date	 (2) Project Architect/Engineer – Robb Grey	10/14/2024 Date
 (3) Owner's Representative	15 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 #: _____			

Project	Downtown Sewer Interceptor Rehabilitation		Project Number
Owner	City of Lubbock		LUB20304
Contractor	Utility Contractors of America, Inc.		
Construction Manager	Freese & Nichols / City of Lubbock		
Design Professional	Freese & Nichols		

Change Order No.	1	Date	10/11/2024
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Make the following modifications to the Contract Documents:

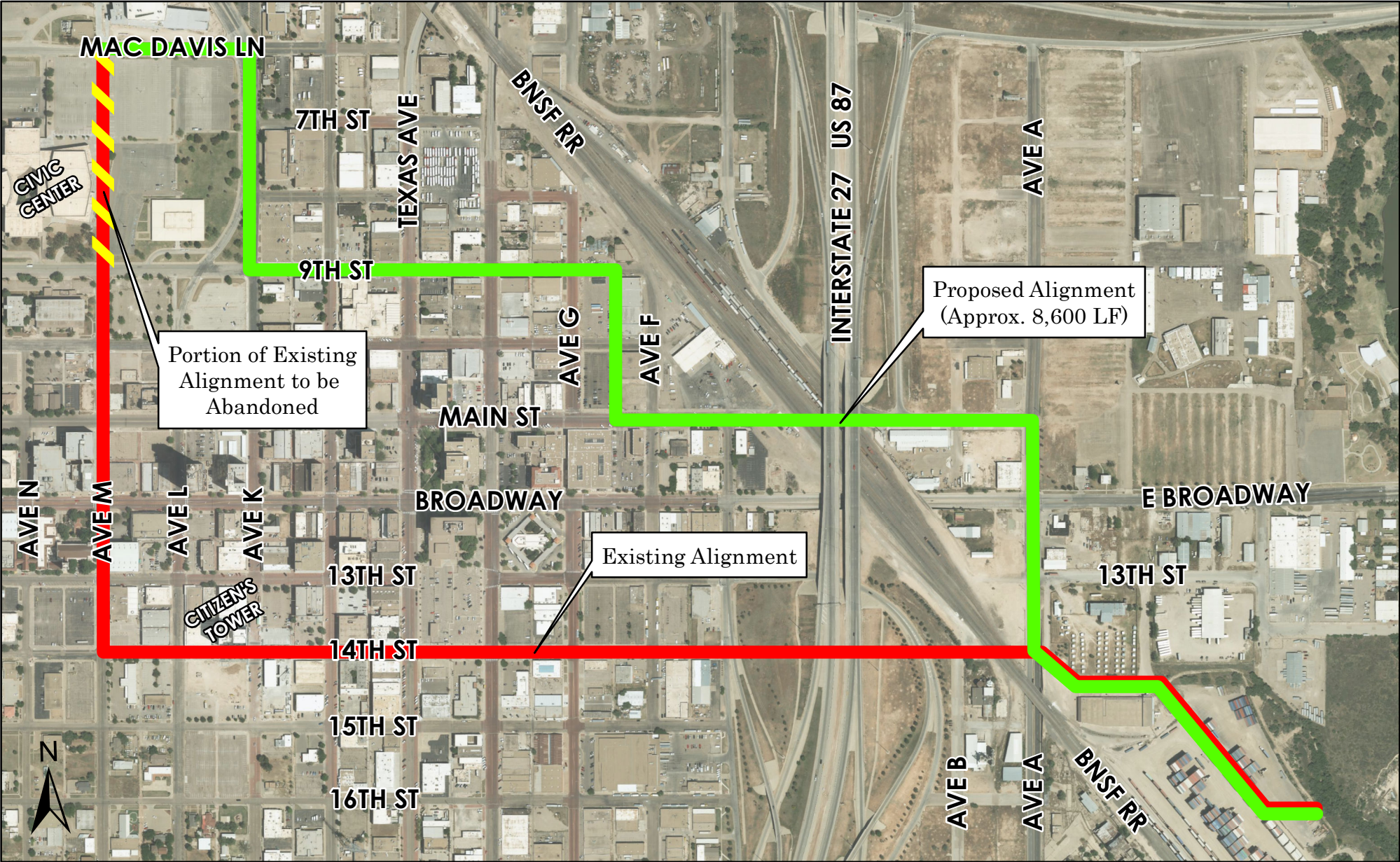
Item	Description	Change Amount
1	RCP No. 1 – Alignment Change along Compress Ave	\$ (145,587.80)
2	RCP No. 2 – Flowable Fill	\$ 77,543.61
3	RCP No. 3 – Extension of Lateral A and Demo of Existing Culvert	\$ 5,362.00
4	RCP No. 4 – Railyard Service Line and Repairs for 84" Storm Drain Including Water and Sewer Re-Route	\$ 267,430.00
5	RCP No. 5 – Bore Work at BNSF and TxDOT	\$ 120,445.36
6	RCP No. 6 (Previously Voided)	\$ -
7	RCP No. 7 – Additional bypass pumping per RFI No. 7 and possible security fencing while within limits of Railyard property	\$ 169,786.00
8	RCP No. 8 – Additional days requested by UCA	\$ 0.00
Net Change in Contract Price this Change Order		\$ 494,979.17
Net Change in Contract Times this Change Order		146 days

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

a. Original Contract Price	\$ 10,795,684.00
b. Previously Approved Change Order/Contract Amendment Amounts	\$ 0.00
c. Adjusted Contract Price (a + b)	\$ 10,795,684.00
d. Contract Amendment Amount	\$ 494,979.17
e. Revised Contract Price (c + d)	\$ 11,290,633.17
f. Percent Change in Contract Price to Date	4.58 %

	Original	Previous	Current
Substantial Completion Date	9/6/2024	N/A	9/6/2024
Final Completion Date	11/5/2024	N/A	3/31/2025

Downtown Sanitary Sewer Improvements Phase I & II
Existing and Proposed Alignments



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

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

Capital Project Number:	92657
Capital Project Name:	Downtown Sewer Line Replacement

Capital Project Number:	92701
Capital Project Name:	Major Sewer Line Condition Assessment and Repair

	92657	Budget 92701	Total
<i>Encumbered/Expended</i>			
Staff time	\$ 21,649	\$ 17,871	\$ 39,519
Design Contract 15282 with Freese and Nichols, Inc.	\$144,813	\$0	\$144,813
Amendment 1 to Contract 15282	\$685,127	\$0	\$685,127
Amendment 2 to Contract 15282		\$949,704	\$949,704
Construction Contract to Contract 17076	6,359,644	4,436,040	10,795,684
Construction Phase Services - Freese and Nichols, Inc.		552,011	552,011
<i>Agenda Items November 5, 2024</i>			
Change Order 1 to Contract 17076		494,979	494,979
Encumbered/Expended to Date	7,211,233	6,450,605	13,661,837
<i>Estimated Costs for Remaining Appropriation</i>			
Sanitary Sewer System Improvements	188,767	4,848,945	5,037,713
Remaining Appropriation	188,767	4,848,945	5,037,713
Total Appropriation To Date	\$ 7,400,000	\$ 11,299,550	\$ 18,699,550



CIP 92657 Downtown Sewer Line Replacement

Replacement Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

This project will build a new sewer main that will capture flow from high density developments with higher flows of wastewater in the downtown area. In addition to the new main this project will rehabilitate the existing 15 and 18 inch sewer main line along 9th Street and Avenue M to Compress Avenue in Downtown Lubbock.

Project Justification

Near term growth and construction in the northern portion of Downtown Lubbock drives the need for additional sewer capacity within the downtown area. The construction of the City's Performing Arts Center, expanded Civic/Convention Center, convention center hotel, Police Headquarters, etc. could overload the existing infrastructure which leads to potential overflows. Model results indicate the existing line is over capacity during peak flow scenarios. The rehabilitated line will convey the flows for the new development in the northern portion of Downtown Lubbock as well as Texas Tech University and the North Overton neighborhood. This line will provide excess capacity for additional future growth and redevelopment.

Project Highlights

Council Priorities Addressed:
Redevelopment

Project History

- FY 2019-20 \$150,000 was appropriated by Ord. 2019-00129
- FY 2020-21 \$750,000 was appropriated by Ord. 2020-00123
- FY 2021-22 \$6,500,000 was appropriated by Ord. 2022-00136

Project Dates

Start Date: 10/2019
Bid Date Design: 12/2019
Award Date for Bid Design: 03/2020
Project Start Date Design: 03/2022
Project End Date Design: 01/2023
Bid Date Construction: 01/2023
Award Date for Construction: 03/2023
Project Start Date Construction: 05/2023
Project End Date: 06/2025

Project Location

Downtown Lubbock

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$6,500,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$7,400,000	\$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
Water/Wastewater Fund Cash	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0
Water/Wastewater Fund Revenue Bonds	\$6,500,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$7,400,000	\$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



CIP 92701 Major Sewer Line Condition Assessment and Repair

Upgrade/Major Maintenance

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

As a companion project to 92657, this project will provide inspection, cleaning, and point repairs as needed for the existing Downtown Sanitary Sewer Interceptor. A portion of the existing flow in the Downtown interceptor will be routed into a new interceptor (92657), while the remaining flow will continue in the existing interceptor. Once the new interceptor has been completed and flow in the existing interceptors is reduced, the existing lines will be cleaned, inspected, and any point repairs necessary will be made. This project will help ensure the downtown area has adequate sewer capacity for existing users and potential new development.

Project Justification

This project was recommended by the Wastewater Collection System Master Plan. The downtown area continues to redevelop and grow, which ultimately leads to a greater sewer flow within the sewer shed area. This project increases the reliability and capacity of the sewer shed, and will ensure the downtown area can be served with sanitary sewer for many years to come.

Project Highlights

Council Priorities Addressed:

Redevelopment, Community Improvement, Growth and Development, Fiscal Discipline

Project History

- FY 2020-21 \$1,000,000 was appropriated by Ord. 2020-00123
- FY 2021-22 \$3,000,000 was appropriated by Ord. 2021-00126
- FY 2022-23 \$1,500,000 was appropriated by Ord. 2022-00136
- FY 2022-23 \$162,116 was appropriated by BCR# 2023-14
- FY 2022-23 \$637,434 was appropriated by BCR# 2023-17
- FY 2023-24 \$5,000,000 was appropriated by Ord. 2023-00108

Project Dates

Award Date for Bid - Design: 05/2020
Project Start Date Design: 05/2020
Project End Date Design: 01/2023
Bid Date Construction: 01/2023
Award Date for Construction: 03/2023
Project Start Date for Construction: 05/2023
Project End Date for Construction: 06/2025

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$10,299,550	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$11,299,550	\$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
Water/Wastewater Fund Cash	\$6,299,550	\$0	\$0	\$0	\$0	\$0	\$0
ARPA Funding	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$11,299,550	\$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 - Public Works Water Utilities: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 18032, with Blue Sky Plumbing Corporation, to excavate and clean out water meter boxes to prevent debris from entering the City service line and customer service line.

Item Summary

On August 27, 2024, the City Council executed a contract with Blue Sky Plumbing Corporation for the remaining analog water meters in the public water supply system. The services include the following:

- Replacement of existing water meters with advanced metering infrastructure;
- Replacement or reset of meter boxes and/or lids;
- Management of the inventory of equipment provided by the City during the course of the project;
- Coordination, scheduling, communications, and documentation of all installation services;
- Project management to ensure all products and services are coordinated and installed correctly.

Amendment No. 1 is related to hydro excavation to break up the soil, as well as the vacuum system to remove debris on-site. This precision ensures that the only areas of the job site being affected by the excavation is the exact site needing excavation and/or the removal of debris around the water meter.

Fiscal Impact

The annual estimated cost of Amendment No. 1 is \$56,525, and is funded in Capital Improvement Project 92748, New Water Meter Sets and Meter Replacements.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Wood Franklin, Public Works Director

Attachments

Resolution
Amendment No.1
CIP Spreadsheet
CIP Detail
Change Order 1

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment 1 to Contract No. 18032 for water meter infrastructure and meter box installations, by and between the City of Lubbock and Blue Sky Plumbing Corp., of Lorenzo, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:


Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Contract- 18032 Blue Sky Plumbing Amend 1

AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND
Blue Sky Plumbing Corp.

THIS IS AN AMENDMENT TO THE CONTRACT 18032 dated and entered into the 27TH day of August 2024 by and between the City of Lubbock ("City") and Blue Sky Plumbing Corp. ("Contractor").

WHEREAS, The Contractor has entered into the Agreement with the City to provide Water Meter Infrastructure and Meter Box Installations for the Water Utilities.

AMENDMENT No. 1 will add the use of a Hydro Vac Trailer for meter change out on an as needed basis. The cost for this service will be \$85.00 per meter.

All other portions of the original Agreement and previous Amendments shall remain in place and are not altered by this amendment.

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

CITY OF LUBBOCK

Blue Sky Plumbing Corp.

Mark McBrayer, MAYOR

Eric Hurst
Name

ATTEST:

Courtney Paz, City Secretary

Owner
Title

APPROVED AS TO CONTENT:

John Z. For
Greg Baier, Interim Director of
Water Utilities

P.O. Box 9160267 79343
Address

APPROVED AS TO FORM:

Amy Sims
Amy Sims, Deputy Assistant
City Attorney

Blue Sky Plumbing

RMP- Eric Hurst
ML#36469

TECQ- Sam Rodriguez
#WD0011853

Change Order Document 1

This Change Order Document is between The City of Lubbock and Blue Sky Plumbing Dated 10/08/2024 for water meter and meter box change outs Contract 18032. Upon the revised Contract agreement. Hydro vac trailer was removed from bidding. Blue Sky Plumbing are having to use Hydro Vac trailer for each meter change out only if needed.

1. EXTENT

This Change Order Document 1 applies to Hydro Vac Trailer to be added to the contract for Blue Sky Plumbing to be compensated.

2. Pricing Summary- \$85.00 Each meter box (If needed)

Total meter: 665	Price per: \$85.00	Total Due: \$56,525
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Blue Sky Plumbing

Signature: Eric Hurst

Printed Name: Eric Hurst

Title: owner

Date: 10/15/24

City of Lubbock

Signature: _____

Printed Name: _____

Title: _____

Date: _____

City of Lubbock, TX
Capital Project
Project Cost Detail
November 12, 2024

Capital Project Number: 92748

Capital Project Name: New Water Meter Sets and Meter Replacements

92748

Budget

Encumbered/Expended

Original Master Meter, Inc. Contract (AMI Meters) 2,389,451

Itron, Inc. (AMI Connected Grid Routers and Endpoints) 853,832

Premier Waterworks (Fire Hydrant Meters) 47,485

Ratliff Utilities of Waxahachie, TX 249,063

Blue Sky Plumbing of Lorenzo, Texas 543,773

Agenda Item November 5, 2024

Blue Sky Plumbing of Lorenzo, Texas 56,525

Encumbered To Date 4,140,129

Estimated Costs for Remaining Appropriation

Future Water Meters Sets and Replacements 2,176,405

Advanced Metering Infrastructure 3,600,000

Advanced Metering Infrastructure Fire Hydrant Meters 20,000

Remaining Appropriation 48,741

Total Appropriation 9,985,275



CIP 92748 New Water Meter Sets & Meter Replacements

Upgrade/Major Maintenance

Project Manager: Raquel Mullen - Water Meter & Customer Service

Project Scope

This project consists of the acquisition and installation of new meter equipment, existing meter equipment replacement, connected grid routers for the "water only" territory, and subcontractor services related to changing out the remaining analog meters to Advanced Metering Infrastructure (AMI). The main equipment components included in this project are the AMI compatible brass meter, communication device module that collects the data from the meter to be sent remotely to the connected grid router. AMI is an integrated system of advanced meters, communications networks, and data management systems that enable two-way communication between the utility and customer's meter device. AMI allows City personnel remote access for each metered connection in the water distribution system, and supplies information such as consumption, potential leakage, potential tampering and backflow events on a continuous basis. Connected grid routers and other AMI equipment must be installed in the growing areas of new developments and annexations of the City to perpetuate the AMI system. The AMI contractor returned 5% of the water meters for the Water Utility to replace the analog meters with AMI compatibility. Although city water technicians have changed out 1,540 of the analog meters there were 2,300 meters needed to be replaced. To expedite the conversion of the remaining meters, a subcontractor was awarded a contract to complete the remaining analog meters. Subcontractor has completed 1,600 analog meter change outs which leaves 695 remaining to be completed within a 12-month period. The water system AMI includes brass meters, communication device modules and connected grid routers (CGR). Water meters measures the volume of water use. The endpoint communication device module collects the water use volume read and transfers the data from the meter to the CGR every 60 minutes; then, continues to the head-end system. CGRs are components of the field area network, which provides distribution automation and remote workforce automation that pushes metering read data to the head-end system. The head-end system is hardware, and software, that receives the stream of meter data brought back to the utility through the AMI

Project Justification

This project is an installation and maintenance program for our water infrastructure. Installing and maintaining water Advanced Metering Infrastructure (AMI) equipment is critical to generate the revenue necessary to operate. This includes both new and existing equipment replacements. AMI equipment is more expensive than the previous analog meters and there is additional equipment associated with the meter. As new residential and commercial development continues to expand, new equipment needs to be installed at all premises that request the City's water service. The customer making the request pays for the new meter and associated components. Revenues generated from new installations cover the cost and the City's staff time. Existing equipment replacements occur at current premises and new developments. The replacements are due to damage or malfunction of equipment.

Project Highlights

Council Priorities Addressed:
Growth and Redevelopment

Project History

- FY 2021-22 \$1,800,000 was appropriated by Ord. 2021-00126
- FY 2021-22 \$720,275 was appropriated by BCR 2022-14
- FY 2022-23 \$2,750,000 was appropriated by Ord. 2022-00136
- FY 2023-24 \$2,300,000 was appropriated by Ord. 2023-00108
- FY 2024-25 \$2,415,000 was appropriated by Ord. 2024-00128

Project Dates

The work for this on-going contractor to complete the remaining advanced metering infrastructure is as follows:

Bid Date: 01/17/2023
Award Date: 03/22/2023
Project Start Date: 05/09/2023
Project End Date: 05/09/2025

Project Location

The installations occur in new developments and the replacements occur as needed in established areas.

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$7,570,275	\$2,415,000	\$2,535,000	\$2,660,000	\$2,795,000	\$2,935,000	\$0
TOTAL	\$7,570,275	\$2,415,000	\$2,535,000	\$2,660,000	\$2,795,000	\$2,935,000	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Water/Wastewater Fund Cash	\$7,570,275	\$2,415,000	\$2,535,000	\$2,660,000	\$2,795,000	\$2,935,000	\$0
TOTAL	\$7,570,275	\$2,415,000	\$2,535,000	\$2,660,000	\$2,795,000	\$2,935,000	\$0

Operating Budget Impacts

	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Consumable Supplies	\$545,040	\$555,380	\$568,120	\$580,940	\$594,085	\$607,555
TOTAL	\$545,040	\$555,380	\$568,120	\$580,940	\$594,085	\$607,555

Blue Sky Plumbing

RMP- Eric Hurst
ML#36469

TECQ- Sam Rodriguez
#WD0011853

Change Order Document 1

This Change Order Document is between The City of Lubbock and Blue Sky Plumbing Dated 10/08/2024 for water meter and meter box change outs Contract 18032. Upon the revised Contract agreement. Hydro vac trailer was removed from bidding. Blue Sky Plumbing are having to use Hydro Vac trailer for each meter change out only if needed.

1. EXTENT

This Change Order Document 1 applies to Hydro Vac Trailer to be added to the contract for Blue Sky Plumbing to be compensated.

2. Pricing Summary- \$85.00 Each meter box (If needed)

Total meter: 665	Price per: \$85.00	Total Due: \$56,525
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Blue Sky Plumbing

Signature: Eric Hurst

Printed Name: Eric Hurst

Title: Owner

Date: 10/15/24

City of Lubbock

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Purchase Order 10027929, with Officewise Commercial Interiors, for the purchase and installation of a Furniture, Fixtures, and an Equipment Package for the new Police Department Forensic Property Facility.

Item Summary

This purchase of furniture, fixtures, and equipment (FF&E) will be for the Police Department Forensic Property Facility currently under construction.

The purchase and installation of FF&E is through OMNIA Contract 2020000622. This Cooperative Purchasing agreement is entered into, by and between governments, pursuant to Section 271.102, of the Local Government Code. The purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative. Local governments that purchase goods and services under the subchapter satisfy any state law requiring local governments to seek competitive bids for the purchase of the goods and services. The local dealer for products under these contracts is Officewise Commercial Interiors.

Staff recommends awarding this contract to Officewise Commercial Interiors, for a purchase price of \$99,947.59.

Fiscal Impact

Purchase Order 10027929, with Officewise Commercial Interiors, is funded in Capital Improvement Project No. 92551, Public Safety Improvements Project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Mark Zavicar, Facilities Director

Attachments

Resolution PO 10027929 Officewise
PO 10027929 Officewise Req 62414
CIP 92551 Budget Detail
CIP 92551 Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 10027929 by and between the City of Lubbock and Officewise Commercial Interiors for purchase and installation of furniture for Police Crime Lab and Evidence Warehouse, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

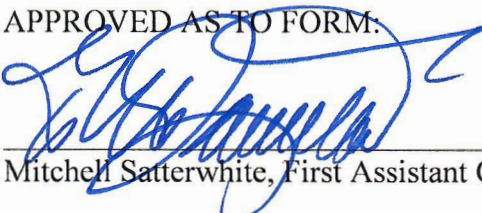
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdcs II/RES.Officewise Commercial-PurchaseOrd
October 24, 2024



PURCHASE ORDER

Page - 1
Date - 10/23/2024
Order Number 10027929 000 OP
Branch/Plant 1611

TO: OFFICEWISE COMMERCIAL INTERIORS
P O BOX 2688
AMARILLO TX 79105

SHIP TO: CITY OF LUBBOCK -
FACILITIES MANAGEMENT
1314 AVE K 4TH FLOOR
LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/12/2024 Freight
Requested 1/13/2025 Taken By K MORGAN
Delivery PER Y CHAPMAN REQ 62414 OMNIA CONTRACT 2020000622/PUR 18432

If you have any questions, please contact Yvette Chapman at 806-775-2201 or via email at ychapman@mylubbock.us.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Installation of Furniture for PD Evidence Warehouse	1.000	99,947.59	EA	99,947.59	1/13/2025

Total Order

Terms NET DUE ON RECEIPT 99,947.59

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.

Additional Policies: N/A

*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 \$99,947.59 awarded to Officewise Commercial Interiors of Amarillo, TX, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated October 03, 2024, from Officewise Commercial Interiors of Amarillo, TX, and Omnia Contract 2020000622.

Resolution # _____

CITY OF LUBBOCK:

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

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

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

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

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

Prepared For: Marta Alvarez
City of Lubbock
1314 Avenue K
Lubbock TX 79401
806.775.2572
malvarez@mail.ci.lubbock.tx.us

Date: 10/3/2024
Expires: 12/16/2024

Herman Miller City of Lubbock / Omnia contract 2020000622

Account Manager: Cheryl Stephens
cstephens@officewiseco.com
Designer: Cheryl Stephens
806-763-2500

ACC1 TRIPPE LITE SURGE PROTECTOR				List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number			
30			Trippe Lite Surge Protector Power Strip 6-Outlets 4USB Ports 6ft Cord Black	\$0.00	\$85.00	\$2,550.00

Ext. List: \$0.00
Subtotal: \$2,550.00

ACC2 HMI LOGIC MINI CLAMP ON POWER MODULE				List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number			
29	HMI	HBE	+Logic Mini,1 simplex receptacles, 1 pwr USB A/C Combo,6' cord/conduit,surf clamp	\$471.00	\$188.40	\$5,463.60
			Y1414.L06S			
			91 Finish @white			

Ext. List: \$13,659.00
Subtotal: \$5,463.60

CH03 HMI SAYL GUEST CHAIR (2 EACH ROOMS 111, 112, 162; 1 RM 152)				List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number			
7	HMI	HST	@Sayl Side Chair, 4-Leg Base,Suspension Bck,No Arms	\$856.00	\$395.90	\$2,771.30
			AS4SSN			
			16 Casters/Glides @acetal glide, carpet only			
			MS Leg Finish @metallic silver			
			98 Back/Back Edge Finish @studio white			
			98 Back Suspension Finish @studio white			
			63 Arm/Glide Finish @fog			
			COM Seat Fabric @customer's own material-Pr Cat 1			
			NNK0 MMNTM 09154825 Synergy Bedrock - MillerKnoll to Purchas			

Ext. List: \$5,992.00
Subtotal: \$2,771.30

CH04 HMI SAYL CONF CHAIR (RM 113)				List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number			
10	HMI	HST	@Sayl Side Chair, 4-Leg Base,Suspension Bck,Fxd Arms	\$877.00	\$405.61	\$4,056.10
			AS4SSP			
			49 Casters/Glides @soft wheel caster, carpet or hard floors			
			MS Leg Finish @metallic silver			
			98 Back/Back Edge Finish @studio white			
			98 Back Suspension Finish @studio white			
			63 Arm/Glide Finish @fog			
			COM Seat Fabric @customer's own material-Pr Cat 1			
			AYYE HBF PEPPER BLEND MEDLEY			
1	HBF		7.5 yards HBF Pepper Blend Medley	\$0.00	\$1,016.13	\$1,016.13
			995-56			

Ext. List: \$8,770.00
Subtotal: \$5,072.23

CH07 HMI SAYL CAFE CHAIR (RM 117)				List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number			
12	HMI	HST	@Sayl Side Chair, 4-Leg Base,Suspension Bck,No Arms	\$910.00	\$420.88	\$5,050.56
			AS4SSN			
			69 Casters/Glides @Floor Saver Glide , hard floors only			
			MS Leg Finish @metallic silver			
			98 Back/Back Edge Finish @studio white			
			98 Back Suspension Finish @studio white			
			63 Arm/Glide Finish @fog			
			COM Seat Fabric @customer's own material-Pr Cat 1			
			NXAA DSGN 3921 404 Linnen Salt Water - MillerKnoll to Purchase			

Ext. List: \$10,920.00

							Subtotal:	\$5,050.56
D01 U SHAPED DESK (RM 162)				Description and Model Number	List	Sell	Ext Sell	
Qty	Mfg	Cat						
5	HMI	HFT	+Lock Plug and Key,Chrome UM Series		\$10.00	\$2.75	\$13.75	
			1B2JK7- 262 Key Number +key number 262					
1	HMI	HC7	@Wood Vert Tower,68" h,24" w,24" d,2 1/4"-high base,wdrb left, shlvs/F rt,thermally-fused lam case & dr,fin case top,lock FF52M.72442BLLTL LBB Case/Edge Finish @oak on ash LBB Door/Edge Finish @oak on ash KA Lock Option @keyed alike		\$4,409.00	\$1,291.84	\$1,291.84	
2	HMI	HFT	+Surface Ganging Bracket,pair FT29B.2		\$63.00	\$17.96	\$35.92	
1	HMI	HFT	+Rect Surf,sq-edge,24" d,42" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz FTS10.2442LS LBB Top Finish +oak on ash LBB Edge Finish +oak on ash		\$391.00	\$111.44	\$111.44	
1	HMI	HFT	+Rect Surf,sq-edge,24" d,66" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz FTS10.2466LS LBB Top Finish +oak on ash LBB Edge Finish +oak on ash		\$651.00	\$185.54	\$185.54	
1	HMI	HFT	+Rect Surf,sq-edge,30" d,66" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz FTS10.3066LS LBB Top Finish +oak on ash LBB Edge Finish +oak on ash		\$769.00	\$219.17	\$219.17	
2	HMI	HFT	+Closed Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, Lam FV2E2.S24FL LBB Surface Finish +oak on ash		\$424.00	\$120.84	\$241.68	
1	HMI	HFT	@Ovhd Stg Cab, Prtl Enclsr, Wall Mount, Lam Case/Doors, Lock 15H 66W FV43P.WM1566LL KA Lock Option @keyed alike WN Case/Edge Finish @warm grey neutral LBB Door/Edge Finish @oak on ash		\$2,609.00	\$743.57	\$743.57	
2	HMI	HFT	+Stiffener, 48W FV696.48		\$103.00	\$29.36	\$58.72	
1	HMI	HFT	@Tackable Fabric Back Pnl,wall mount,for use w/ Canvas 2-1/4" plinth base or 28.5"h worksurface at a 68"H datum,23.5"h to go between a worksurface (28.5"h) & 15"h FV930.WMC123A66R 4SC Fabric @scatter-Pr Cat 1 12 4SC_Colors +scatter blue black		\$916.00	\$261.06	\$261.06	
1	HMI	HTD	@Surf-Att Pedestal, Base, Box/Box/File, Lam Case/Front, Bar Pull 15W 24D L2PS.15241BBFLK M Interior Drawer Material +metal LBB Case/Front Finish +oak on ash MS Pull Finish @metallic silver CB Counterweight +counterweight KA Lock Option +keyed alike		\$1,870.00	\$626.45	\$626.45	
1	HMI	HTD	@Surf-Att Pedestal, Base, File/File, Lam Case/Front, Bar Pull 15W 24D L2PS.15241FFLK M Interior Drawer Material +metal LBB Case/Front Finish +oak on ash MS Pull Finish @metallic silver CB Counterweight +counterweight KA Lock Option +keyed alike		\$1,732.00	\$580.22	\$580.22	
1	HMI		Squared-Edge Full Height Modesty Panel SA868494		\$949.00	\$270.47	\$270.47	
					Standard Product Reference:CANVAS MODESTY PANEL Modified Product Reference::FULL HEIGHT MODESTY PAN Deviation:.* Mounting under:*.FTS10.3066LS Gap::Surface has a standard Canvas gap. Leg:*.Top will use a FV2E2.S24FLLBB & L2PS.15241BBFLK Notches for leg (If needed):.Modesty panel will be notched sp Height:*.Full height. (Approx.27" high) Width:*.will span FV2E2.S24FLLBB & L2PS.15241BBFLK Thickness:*.Will be work surface thickness, approx. 1 1/8" thic			

				Laminate Surface Material:L:Laminate modesty panels less 1
				Modesty Finish:LBB:Oak on Ash
				Modesty Edge Finish:LBB:Oak on Ash
				Hardware:BU:Mounting hardware consisting of L brackets and
				Position of modesty from back edge:**:Modesty panel will be

Ext. List: \$15,526.00
Subtotal: \$4,639.83

D02L SHAPED DESK, NO OVERHEAD (RM 152)				List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number			
1	HMI	HFT	+Lock Plug and Key,Chrome UM Series	\$10.00	\$2.75	\$2.75
			1B2JK7- 252 Key Number +key number 252			
1	HMI	HFT	+Surface Ganging Bracket,pair	\$63.00	\$17.96	\$17.96
1	HMI	HFT	FT29B.2 +Rect Surf,sq-edge,24" d,48" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	\$438.00	\$124.83	\$124.83
			FTS10.2448LS			
			LBB Top Finish +oak on ash			
			LBB Edge Finish +oak on ash			
1	HMI	HFT	+Rect Surf,sq-edge,30" d,72" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	\$837.00	\$238.55	\$238.55
			FTS10.3072LS			
			LBB Top Finish +oak on ash			
			LBB Edge Finish +oak on ash			
2	HMI	HFT	+Closed Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, Lam	\$424.00	\$120.84	\$241.68
			FV2E2.S24FL			
			LBB Surface Finish +oak on ash			
1	HMI	HFT	+Stiffener, 48W	\$103.00	\$29.36	\$29.36
1	HMI	HTD	FV696.48 @Surf-Att Pedestal, Base, Box/Box/File, Lam Case/Front, Bar Pull 15W 24D	\$1,870.00	\$626.45	\$626.45
			L2PS.15241BBFLK			
			M Interior Drawer Material +metal			
			LBB Case/Front Finish +oak on ash			
			MS Pull Finish @metallic silver			
			CB Counterweight +counterweight			
			KA Lock Option +keyed alike			
1	HMI		Squared-Edge Full Height Modesty Panel	\$949.00	\$270.47	\$270.47
			SA867389			
				Standard Product Reference:CANVAS MODESTY PANEL Modified Product Reference::FULL HEIGHT MODESTY PAN Deviation:** Mounting under:**:FTS10.3672LS Gap::Surface has a standard Canvas gap. Leg:**:Top will use a FV2E2.S30FLLBB & L2PS.15301BBFLK Notches for leg (If needed)::Modesty panel will be notched sp Height:**:Full height. (Approx.27" high) Width:**:will span FV2E2.S30FLLBB & L2PS.15301BBFLK Thickness::Will be work surface thickness, approx. 1 1/8" thic Laminate Surface Material:L:Laminate modesty panels less 1 Modesty Finish:LBB:Oak on Ash Modesty Edge Finish:LBB:Oak on Ash Hardware:BU:Mounting hardware consisting of L brackets and Position of modesty from back edge:**:Modesty panel will be		

Ext. List: \$5,118.00
Subtotal: \$1,552.05

D03 L SHAPED DESK, OVERHEAD, RETURN RIGHT (RM 112)				List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number			
3	HMI	HFT	+Lock Plug and Key,Chrome UM Series	\$10.00	\$2.75	\$8.25
			1B2JK7- 312 Key Number +key number 312			
1	HMI	HFT	+Surface Ganging Bracket,pair	\$63.00	\$17.96	\$17.96
1	HMI	HFT	FT29B.2 +Rect Surf,sq-edge,24" d,48" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	\$438.00	\$124.83	\$124.83
			FTS10.2448LS			
			LBB Top Finish +oak on ash			
			LBB Edge Finish +oak on ash			

1	HMI	HFT	+Rect Surf,sq-edge,30" d,72" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz FTS10.3072LS LBB Top Finish +oak on ash LBB Edge Finish +oak on ash	\$837.00	\$238.55	\$238.55
2	HMI	HFT	+Closed Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, Lam FV2E2.S24FL LBB Surface Finish +oak on ash	\$424.00	\$120.84	\$241.68
1	HMI	HFT	@Ovhd Stg Cab, Prtl Enclsr, Wall Mount, Lam Case/Doors, Lock 15H 72W FV43P.WM1572LL KA Lock Option @keyed alike WN Case/Edge Finish @warm grey neutral LBB Door/Edge Finish @oak on ash	\$2,837.00	\$808.55	\$808.55
1	HMI	HFT	+Stiffener, 48W FV696.48	\$103.00	\$29.36	\$29.36
1	HMI	HFT	@Tackable Fabric Back Pnl,wall mount,for use w/ Canvas 2-1/4" plinth base or 28.5"h worksurface at a 68"H datum,23.5"h to go between a worksurface (28.5"h) & 15"h FV930.WMC123A72R 4SC Fabric @scatter-Pr Cat 1 12 4SC_Colors +scatter blue black	\$936.00	\$266.76	\$266.76
1	HMI	HTD	@Surf-Att Pedestal, Base, Box/Box/File, Lam Case/Front, Bar Pull 15W 24D L2PS.15241BBFLK M Interior Drawer Material +metal LBB Case/Front Finish +oak on ash MS Pull Finish @metallic silver CB Counterweight +counterweight KA Lock Option +keyed alike	\$1,870.00	\$626.45	\$626.45
1	HMI		Squared-Edge Full Height Modesty Panel SA867389	\$949.00	\$270.47	\$270.47
				Standard Product Reference:CANVAS MODESTY PANEL Modified Product Reference::FULL HEIGHT MODESTY PAN Deviation:.* Mounting under:*.FTS10.3672LS Gap::Surface has a standard Canvas gap. Leg:*.Top will use a FV2E2.S30FLLBB & L2PS.15301BBFL Notches for leg (If needed):.Modesty panel will be notched sp Height:*.Full height. (Approx.27" high) Width:*.will span FV2E2.S30FLLBB & L2PS.15301BBFLK Thickness:*.Will be work surface thickness, approx. 1 1/8" thic Laminate Surface Material:L:Laminate modesty panels less 1 Modesty Finish:LBB:Oak on Ash Modesty Edge Finish:LBB:Oak on Ash Hardware:BU:Mounting hardware consisting of L brackets and Position of modesty from back edge:*.Modesty panel will be		
				Ext. List:	\$8,911.00	
				Subtotal:	\$2,632.86	

D04 L SHAPED DESK, OVERHEAD, RETURN LEFT (RM 111)							List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number						
3	HMI	HFT	+Lock Plug and Key,Chrome UM Series				\$10.00	\$2.75	\$8.25
1	HMI	HFT	1B2JK7- 311 Key Number +key number 311 +Surface Ganging Bracket,pair				\$63.00	\$17.96	\$17.96
1	HMI	HFT	FT29B.2 +Rect Surf,sq-edge,24" d,48" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz FTS10.2448LS LBB Top Finish +oak on ash LBB Edge Finish +oak on ash				\$438.00	\$124.83	\$124.83
1	HMI	HFT	+Rect Surf,sq-edge,30" d,72" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz FTS10.3072LS LBB Top Finish +oak on ash LBB Edge Finish +oak on ash				\$837.00	\$238.55	\$238.55
2	HMI	HFT	+Closed Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, Lam FV2E2.S24FL LBB Surface Finish +oak on ash				\$424.00	\$120.84	\$241.68
1	HMI	HFT	@Ovhd Stg Cab, Prtl Enclsr, Wall Mount, Lam Case/Doors, Lock 15H 72W FV43P.WM1572LL KA Lock Option @keyed alike				\$2,837.00	\$808.55	\$808.55

			WN	Case/Edge Finish	@ warm grey neutral			
			LBB	Door/Edge Finish	@ oak on ash			
1	HMI	HFT	+Stiffener, 48W			\$103.00	\$29.36	\$29.36
			FV696.48					
1	HMI	HFT	@Tackable Fabric Back Pnl,wall mount,for use w/ Canvas 2-1/4" plinth base or 28.5"h worksurface at a 68"H datum,23.5"h to go between a worksurface (28.5"h) & 15"h FV930.WMC123A72R			\$936.00	\$266.76	\$266.76
			4SC	Fabric	@ scatter-Pr Cat 1			
			12	4SC_Colors	+scatter blue black			
1	HMI	HTD	@Surf-Att Pedestal, Base, Box/Box/File, Lam Case/Front, Bar Pull 15W 24D			\$1,870.00	\$626.45	\$626.45
			L2PS.15241BBFLK					
			M	Interior Drawer Material	+metal			
			LBB	Case/Front Finish	+oak on ash			
			MS	Pull Finish	@ metallic silver			
			CB	Counterweight	+counterweight			
			KA	Lock Option	+keyed alike			
1	HMI		Squared-Edge Full Height Modesty Panel			\$949.00	\$270.47	\$270.47
			SA867389					
			Standard Product Reference:CANVAS MODESTY PANEL Modified Product Reference::FULL HEIGHT MODESTY PAN Deviation::" Mounting under::":FTS10.3672LS Gap::Surface has a standard Canvas gap. Leg::":Top will use a FV2E2.S30FLLBB & L2PS.15301BBFLK Notches for leg (If needed)::Modesty panel will be notched sp Height::":Full height. (Approx.27" high) Width::":will span FV2E2.S30FLLBB & L2PS.15301BBFLK Thickness::Will be work surface thickness, approx. 1 1/8" thic Laminate Surface Material:L:Laminate modesty panels less 1 Modesty Finish:LBB:Oak on Ash Modesty Edge Finish:LBB:Oak on Ash Hardware:BU:Mounting hardware consisting of L brackets and Position of modesty from back edge::":Modesty panel will be					

Ext. List: \$8,911.00
Subtotal: \$2,632.86

D05 L SHAPED DESK, OVERHEAD, STORAGE TOWER, RETURN LEFT (RM 224)						List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number					
4	HMI	HFT	+Lock Plug and Key,Chrome UM Series			\$10.00	\$2.75	\$11.00
			1B2JK7-					
			423	Key Number	+key number 423			
1	HMI	HC7	@Wood Vert Tower,68" h,24" w,24" d,2 1/4"-high base,wdrb left, shlvs/F rt,thermally-fused lam case & dr,fin case top,lock FF52M.72442BLLTL			\$4,409.00	\$1,291.84	\$1,291.84
			LBB	Case/Edge Finish	@ oak on ash			
			LBB	Door/Edge Finish	@ oak on ash			
			KA	Lock Option	@ keyed alike			
1	HMI	HFT	+Surface Ganging Bracket,pair			\$63.00	\$17.96	\$17.96
			FT29B.2					
1	HMI	HFT	+Rect Surf,sq-edge,24" d,42" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz FTS10.2442LS			\$391.00	\$111.44	\$111.44
			LBB	Top Finish	+oak on ash			
			LBB	Edge Finish	+oak on ash			
1	HMI	HFT	+Rect Surf,sq-edge,30" d,66" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz FTS10.3066LS			\$769.00	\$219.17	\$219.17
			LBB	Top Finish	+oak on ash			
			LBB	Edge Finish	+oak on ash			
2	HMI	HFT	+Closed Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, Lam			\$424.00	\$120.84	\$241.68
			FV2E2.S24FL					
			LBB	Surface Finish	+oak on ash			
1	HMI	HFT	@Ovhd Stg Cab, Prtl Enclsr, Wall Mount, Lam Case/Doors, Lock 15H 72W			\$2,837.00	\$808.55	\$808.55
			FV43P.WM1572LL					
			KA	Lock Option	@ keyed alike			
			WN	Case/Edge Finish	@ warm grey neutral			
			LBB	Door/Edge Finish	@ oak on ash			
1	HMI	HFT	+Stiffener, 48W			\$103.00	\$29.36	\$29.36
			FV696.48					

1	HMI	HFT	@Tackable Fabric Back Pnl,wall mount,for use w/ Canvas 2-1/4" plinth base or 28.5"h worksurface at a 68"H datum,23.5"h to go between a worksurface (28.5"h) & 15"h FV930.WMC123A72R 4SC Fabric @scatter-Pr Cat 1 12 4SC_Colors +scatter blue black	\$936.00	\$266.76	\$266.76
1	HMI	HTD	@Surf-Att Pedestal, Base, Box/Box/File, Lam Case/Front, Bar Pull 15W 24D L2PS.15241BBFLK M Interior Drawer Material +metal LBB Case/Front Finish +oak on ash MS Pull Finish @metallic silver CB Counterweight +counterweight KA Lock Option +keyed alike	\$1,870.00	\$626.45	\$626.45
1	HMI		Squared-Edge Full Height Modesty Panel SA868494 Standard Product Reference:CANVAS MODESTY PANEL Modified Product Reference::FULL HEIGHT MODESTY PAN Deviation::* Mounting under::FTS10.3066LS Gap::Surface has a standard Canvas gap. Leg::Top will use a FV2E2.S24FLLBB & L2PS.15241BBFLK Notches for leg (If needed)::Modesty panel will be notched sp Height::Full height. (Approx.27" high) Width::will span FV2E2.S24FLLBB & L2PS.15241BBFLK Thickness::Will be work surface thickness, approx. 1 1/8" thic Laminate Surface Material:L:Laminate modesty panels less 1 Modesty Finish:LBB:Oak on Ash Modesty Edge Finish:LBB:Oak on Ash Hardware:BU:Mounting hardware consisting of L brackets and Position of modesty from back edge::Modesty panel will be	\$949.00	\$270.47	\$270.47
				Ext. List:	\$13,215.00	
				Subtotal:	\$3,894.68	

D06 L SHAPED DESK, OVERHEAD, STORAGE TOWER, RETURN RIGHT (RM 224)				List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number			
4	HMI	HFT	+Lock Plug and Key,Chrome UM Series 1B2JK7-424 Key Number +key number 424	\$10.00	\$2.75	\$11.00
4	HMI	HFT	+Lock Plug and Key,Chrome UM Series 1B2JK7-425 Key Number +key number 425	\$10.00	\$2.75	\$11.00
2	HMI	HC7	@Wood Vert Tower,68" h,24" w,24" d,2 1/4"-high base,shlvs/F left, wdrb rt,thermally-fused lam case & dr,fin case top,lock FF52M.72442BRLTL LBB Case/Edge Finish @oak on ash LBB Door/Edge Finish @oak on ash KA Lock Option @keyed alike	\$4,409.00	\$1,291.84	\$2,583.68
2	HMI	HFT	+Surface Ganging Bracket,pair	\$63.00	\$17.96	\$35.92
2	HMI	HFT	FT29B.2 +Rect Surf,sq-edge,24" d,42" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz FTS10.2442LS LBB Top Finish +oak on ash LBB Edge Finish +oak on ash	\$391.00	\$111.44	\$222.88
2	HMI	HFT	+Rect Surf,sq-edge,30" d,66" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz FTS10.3066LS LBB Top Finish +oak on ash LBB Edge Finish +oak on ash	\$769.00	\$219.17	\$438.34
4	HMI	HFT	+Closed Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, Lam FV2E2.S24FL LBB Surface Finish +oak on ash	\$424.00	\$120.84	\$483.36
2	HMI	HFT	@Ovhd Stg Cab, Prtl Enclsr, Wall Mount, Lam Case/Doors, Lock 15H 72W FV43P.WM1572LL KA Lock Option @keyed alike WN Case/Edge Finish @warm grey neutral LBB Door/Edge Finish @oak on ash	\$2,837.00	\$808.55	\$1,617.10
2	HMI	HFT	+Stiffener, 48W	\$103.00	\$29.36	\$58.72
1	HMI	HFT	FV696.48 @Tackable Fabric Back Pnl,wall mount,for use w/ Canvas 2-1/4" plinth base or 28.5"h worksurface at a 68"H datum,23.5"h to go between a worksurface (28.5"h) & 15"h FV930.WMC123A72R	\$936.00	\$266.76	\$266.76

6	HMI	HFT	+Closed Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, Lam	\$433.00	\$123.41	\$740.46
			FV2E2.S30FL			
			LBB Surface Finish +oak on ash			
3	HMI	HFT	@Ovhd Stg Cab, Prtl Enclsr, Wall Mount, Lam Case/Doors, Lock 15H 72W	\$2,837.00	\$808.55	\$2,425.65
			FV43P.WM1572LL			
			KA Lock Option @keyed alike			
			WN Case/Edge Finish @warm grey neutral			
			LBB Door/Edge Finish @oak on ash			
3	HMI	HFT	+Stiffener, 57 3/8W	\$103.00	\$29.36	\$88.08
			FV696.57			
3		HMI	Vary Easy Modesty Panel, 72" wide, half modesty panel, thermally fused laminate with thermoplastic edge, horizontal grain	\$629.00	\$179.27	\$537.81
			FV697V.72HM			
			LBB oak on ash (CP)			
			LBB oak on ash (CP)			
3	HMI	HFT	@Tackable Fabric Back Pnl,wall mount,for use w/ Canvas 2-1/4" plinth base or 28.5"h worksurface at a 68"H datum,23.5"h to go between a worksurface (28.5"h) & 15"h	\$936.00	\$266.76	\$800.28
			FV930.WMC123A72R			
			4SC Fabric @scatter-Pr Cat 1			
			12 4SC_Colors +scatter blue black			
3		HMI	Vary Easy Exact Size Storage Surround Top, high-pressure laminate top with thermoplastic edge	\$410.00	\$170.15	\$510.45
			Y400LV.			
			D01 depth 15.00in - 30.00in			
			20.00 User Entry			
			W04 width 48.01in - 60.00in			
			54.00 User Entry			
			EZ standard hmi high-pressure laminates			
			LBB oak on ash (CP)			
			LBB oak on ash (CP)			
				Ext. List:	\$37,671.00	
				Subtotal:	\$10,905.12	

D08 L SHAPED SPECIALISTS DESK, RETURN RIGHT (RMS 163, 166, 168 & 169)						
Qty	Mfg	Cat	Description and Model Number	List	Sell	Ext Sell
4	HMI	HFT	+Lock Plug and Key,Chrome UM Series	\$10.00	\$2.75	\$11.00
			1B2JK7-			
			263 Key Number +key number 263			
4	HMI	HFT	+Lock Plug and Key,Chrome UM Series	\$10.00	\$2.75	\$11.00
			1B2JK7-			
			266 Key Number +key number 266			
4	HMI	HFT	+Lock Plug and Key,Chrome UM Series	\$10.00	\$2.75	\$11.00
			1B2JK7-			
			268 Key Number +key number 268			
4	HMI	HFT	+Lock Plug and Key,Chrome UM Series	\$10.00	\$2.75	\$11.00
			1B2JK7-			
			269 Key Number +key number 269			
4	HMI	HC6	@Wood Freestd Ped,Bar Pull,BBF,2 1/4H Base, Lam Case/Front,No Top,Lock 20D	\$2,711.00	\$794.32	\$3,177.28
			FF10K.20BBF2LNTL			
			91 Case Finish @white			
			91 Front Finish @white			
			MS Pull Finish @metallic silver			
			CB Counterweight @counterweight			
			KA Lock Option @keyed alike			
4	HMI	HC6	@Wood Freestd Ped,Bar Pull,FF,2 1/4H Base, Lam Case/Front,No Top,Lock 20D	\$2,626.00	\$769.42	\$3,077.68
			FF10K.20FF2LNTL			
			91 Case Finish @white			
			91 Front Finish @white			
			MS Pull Finish @metallic silver			
			CB Counterweight @counterweight			
			KA Lock Option @keyed alike			
4	HMI	HFT	+Surface Ganging Bracket,pair	\$63.00	\$17.96	\$71.84
			FT29B.2			
4	HMI	HFT	+Rect Surf,sq-edge,30" d,72" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	\$837.00	\$238.55	\$954.20
			FTS10.3072LS			
			LBB Top Finish +oak on ash			
			LBB Edge Finish +oak on ash			

4	HMI		Closed Support Leg		\$562.00	\$120.84	\$483.36
			SA923064				
				Standard Product Reference:FV2E2.S24FHLBB Modified Product Reference::FV2E2.S24FHLBB Deviation::Depth Height:28:28" high Released for Production:T:True Surface Edge Type:S:for squared edge surface Depth:20:20" deep EXACT Leg Type:F:fixed height Surface Material:H:high-pressure laminate with thermoplastic Surface Finish:LBB:oak on ash (CP)			
8	HMI	HFT	+Closed Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, Lam		\$433.00	\$123.41	\$987.28
			FV2E2.S30FL				
			LBB Surface Finish +oak on ash				
4	HMI	HFT	@Ovhd Stg Cab, Prtl Enclsr, Wall Mount, Lam Case/Doors, Lock 15H 72W		\$2,837.00	\$808.55	\$3,234.20
			FV43P.WM1572LL				
			KA Lock Option @keyed alike				
			WN Case/Edge Finish @warm grey neutral				
			LBB Door/Edge Finish @oak on ash				
4	HMI	HFT	+Stiffener, 57 3/8W		\$103.00	\$29.36	\$117.44
			FV696.57				
4	HMI		Vary Easy Modesty Panel, 72" wide, half modesty panel, thermally fused laminate with thermoplastic edge, horizontal grain		\$629.00	\$179.27	\$717.08
			FV697V.72HM				
			LBB oak on ash (CP)				
			LBB oak on ash (CP)				
4	HMI	HFT	@Tackable Fabric Back Pnl,wall mount,for use w/ Canvas 2-1/4" plinth base or 28.5"h worksurface at a 68"H datum,23.5"h to go between a worksurface (28.5"h) & 15"h		\$936.00	\$266.76	\$1,067.04
			FV930.WMC123A72R				
			4SC Fabric @scatter-Pr Cat 1				
			12 4SC_Colors +scatter blue black				
4	HMI		Vary Easy Exact Size Storage Surround Top, high-pressure laminate top with thermoplastic edge		\$410.00	\$170.15	\$680.60
			Y400LV.				
			D01 depth 15.00in - 30.00in				
			20.00 User Entry				
			W04 width 48.01in - 60.00in				
			54.00 User Entry				
			EZ standard hmi high-pressure laminates				
			LBB oak on ash (CP)				
			LBB oak on ash (CP)				

Ext. List: \$50,480.00
Subtotal: \$14,612.00

ST02 MOVEABLE PEDESTAL (RMS 103, 104 (2), 172 (4))							
Qty	Mfg	Cat	Description and Model Number	List	Sell	Ext Sell	
7	HMI	HTU	+Ped Bar Pull,Mobile,Lam Frnt, 20D B/B/F	\$1,268.00	\$405.76	\$2,840.32	
			LK11L.20BBF				
			SB Slides +full-extension ball-bearing				
			XS Paint/Steel Type +textured paint on smooth steel				
			91 Surface Finish +white				
			91 Front Finish +white				
			KC Lock +keyed differently, chrome				
			MS Pull Finish +metallic silver				
			3M Drawer Interior +drawer divider in one box drawer, pencil tray in one box draw				
			HN Handle +no hand grip				

Ext. List: \$8,876.00
Subtotal: \$2,840.32

ST07 2-DRAWER LATERAL ROOM 224							
Qty	Mfg	Cat	Description and Model Number	List	Sell	Ext Sell	
1	HMI	HTU	+Lock Plug and Key,Chrome UM Series	\$10.00	\$2.75	\$2.75	
			1B2JK7-				
			424 Key Number +key number 424				
1			Existing 2 drawer lateral 18D x 42W, 91 white	\$0.00	\$0.00	\$0.00	
			EXISTING				
1	HMI	MER	@Meridian File Top, Lam Top/TP Edge 42W 18D	\$290.00	\$123.98	\$123.98	
			TPL-04218				
			LBB Top Finish +oak on ash				
			LBB Edge Finish +oak on ash				

Ext. List: \$300.00

							Subtotal:	\$126.73	
ST08 FILE BANK ROOM 160 CIRCULATION							List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number						
6	HMI	HTU	+Lock Plug and Key,Chrome UM Series				\$10.00	\$2.75	\$16.50
2	HMI	MER	1B2JK7- 260 Key Number +key number 260				\$4,127.00	\$1,764.29	\$3,528.58
			+Lateral File Bar Pull 4-High (Spec-A-File),42" w,18" d,4 modules - connecting to D, E, F, P, N, H, L, or X mod						
			2KP-4218-41						
			SS	Paint/Steel Type	+smooth paint on smooth steel				
			98	Surface Finish	+studio white				
			MS	Pull Finish	+metallic silver				
			NTBS	Top	+No Top Bottom Section				
			F	Module Selection	+Fixed 2-Half Ht. 13-1/8				
			9T	Interior Selection	+Movable Partitions				
			KA	Lock	+keyed alike				
			F	Module Selection #2	+Fixed 2-Half Ht. 13-1/8				
			9T	Interior Selection #2	+Movable Partitions				
			F	Module Selection #3	+Fixed 2-Half Ht. 13-1/8				
			9T	Interior Selection #3	+Movable Partitions				
			F	Module Selection #4	+Fixed 2-Half Ht. 13-1/8				
			9T	Interior Selection #4	+Movable Partitions				
			CB	Counterweight	+counterweight				
			B1	Base Selection	+Base 1 in H				
4			Existing 4 drawer lateral 18D x 42W, 98 studio white				\$0.00	\$0.00	\$0.00
1	HMI		EXISTING Meridian® Storage Surround Top				\$3,574.00	\$1,527.89	\$1,527.89
2	HMI		SA922459				\$515.00	\$213.73	\$427.46
			Standard Product Reference:FSTL-18018LBBLBB						
			Modified Product Reference::FSTL-25218						
			Deviation::Width						
			Top/Edge Material:L:-high-pressure laminate top with thermo						
			Width:252:252" nominal-spanning (6) 42" Meridian lats & (2) r						
			Depth:18:18" deep						
			Top Finish:LBB:oak on ash (CP)						
			Edge Finish:LBB:oak on ash (CP)						
			Vary Easy Exact Size Storage Surround End, high-pressure laminate top with thermoplastic edge						
			Y450LV.						
			H04		48.01in - 60.00in				
			53.50		User Entry				
			D01		depth 15.00in - 30.00in				
			18.00		User Entry				
			EZ		standard hmi high-pressure laminates				
			LBB		oak on ash (CP)				
			LBB		oak on ash (CP)				
							Ext. List:	\$12,918.00	
							Subtotal:	\$5,500.43	

ST09 3-DRAWER LATERAL ROOM 224							List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number						
1	HMI	HTU	+Lock Plug and Key,Chrome UM Series				\$10.00	\$2.75	\$2.75
1	HMI	HTU	1B2JK7-425 Key Number +key number 425				\$10.00	\$2.75	\$2.75
			+Lock Plug and Key,Chrome UM Series						
			1B2JK7-426 Key Number +key number 426						
1	HMI	HTU	+Lock Plug and Key,Chrome UM Series				\$10.00	\$2.75	\$2.75
1			1B2JK7-427 Key Number +key number 427				\$0.00	\$0.00	\$0.00
			Existing 3 drawer lateral 18D x 42W, 91 white						
3	HMI	MER	EXISTING @Meridian File Top, Lam Top/TP Edge 42W 18D				\$290.00	\$123.98	\$371.94
			TPL-04218						
			LBB	Top Finish	+oak on ash				
			LBB	Edge Finish	+oak on ash				
							Ext. List:	\$900.00	
							Subtotal:	\$380.19	

ST10 4 DRAWER LATERAL FILE ROOMS 111, 152 & (2) 173							List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number						

1	HMI	HTU	+Lock Plug and Key,Chrome UM Series			\$10.00	\$2.75	\$2.75
			1B2JK7- 252	Key Number	+key number 252			
2	HMI	HTU	+Lock Plug and Key,Chrome UM Series			\$10.00	\$2.75	\$5.50
			1B2JK7- 273	Key Number	+key number 273			
1	HMI	HTU	+Lock Plug and Key,Chrome UM Series			\$10.00	\$2.75	\$2.75
			1B2JK7- 311	Key Number	+key number 311			
4			Existing 4 drawer lateral 18D x 42W, 98 studio white			\$0.00	\$0.00	\$0.00
4	HMI	MER	EXISTING @Meridian File Top, Lam Top/TP Edge 42W 18D			\$290.00	\$123.98	\$495.92
			TPL-04218					
			LBB	Top Finish	+oak on ash			
			LBB	Edge Finish	+oak on ash			

Ext. List: \$1,200.00
Subtotal: \$506.92

TB09 BREAKROOM TABLE RM 117						List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number					
3	HMI	HGN	+Everywhere Soft Square Table,Squared Edge,Lam Top/Thermo Edge,Post Leg 42D 42W DT1JS.4242LP			\$1,737.00	\$529.79	\$1,589.37
			LBB	Top Finish	+oak on ash			
			LBB	Edge Finish	+oak on ash			
			MS	Leg Finish	+metallic silver			
			57	Casters/Glides	+glides			

Ext. List: \$5,211.00
Subtotal: \$1,589.37

TB10 TABLE RM 111						List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number					
1	HMI	HGN	@Everywhere Soft Square Table,Squared Edge,Lam Top/Thermo Edge,Single-Column Base 36D 36W DT1JS.3636LS			\$1,670.00	\$509.35	\$509.35
			LBB	Top Finish	+oak on ash			
			LBB	Edge Finish	+oak on ash			
			MS	Leg Finish	+metallic silver			
			57	Casters/Glides	+glides			

Ext. List: \$1,670.00
Subtotal: \$509.35

TB15 TABLE RM 160						List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number					
1			Flip nest table base			\$0.00	\$0.00	\$0.00
1		HMI	EXISTING Vary Easy Exact Size Top, high-pressure laminate top with thermoplastic edge			\$497.00	\$206.26	\$206.26
			Y400LV.					
			D01		depth 15.00in - 30.00in			
			24.00		User Entry			
			W05		width 60.01in - 72.00in			
			70.00		User Entry			
			EZ		standard hmi high-pressure laminates			
			LBB		oak on ash (CP)			
			LBB		oak on ash (CP)			

Ext. List: \$497.00
Subtotal: \$206.26

WK4 - WORKSTATIONS RM 105 CLERK WORKSPACE						List	Sell	Ext Sell
Qty	Mfg	Cat	Description and Model Number					
2	HMI	HFT	+Lock Plug and Key,Chrome UM Series			\$10.00	\$2.75	\$5.50
			1B2JK7- 305	Key Number	+key number 305			
2	HMI	HFT	+Lock Plug and Key,Chrome UM Series			\$10.00	\$2.75	\$5.50
			1B2JK7- 405	Key Number	+key number 405			
2	HMI	HFT	+Lock Plug and Key,Chrome UM Series			\$10.00	\$2.75	\$5.50
			1B2JK7- 306	Key Number	+key number 306			

2	HMI	HFT	+Lock Plug and Key,Chrome UM Series	\$10.00	\$2.75	\$5.50
			1B2JK7- 406 Key Number +key number 406			
2	HMI	HC7	@Wood Vert Tower,53" h,24" w,24" d,2 1/4"-high base,wdrb left, shlvs/F rt.thermally-fused lam case & dr,fin case top,lock FF52M.52442BLLTL	\$3,674.00	\$1,076.48	\$2,152.96
			91 Case/Edge Finish @white			
			91 Door/Edge Finish @white			
			KA Lock Option @keyed alike			
2	HMI	HC7	@Wood Vert Tower,53" h,24" w,24" d,2 1/4"-high base,shlvs/F left, wdrb rt.thermally-fused lam case & dr,fin case top,lock FF52M.52442BRLTL	\$3,674.00	\$1,076.48	\$2,152.96
			91 Case/Edge Finish @white			
			91 Door/Edge Finish @white			
			KA Lock Option @keyed alike			
4	HMI	HFT	+Frame,Base Covers, Pwr/Data knockouts 53H 36W	\$333.00	\$93.24	\$372.96
			FT110.5336J			
			91 Base Finish +white			
2	HMI	HFT	+Frame,Base Covers, Pwr/Data knockouts 53H 42W	\$355.00	\$99.40	\$198.80
			FT110.5342J			
			91 Base Finish +white			
2	HMI	HFT	+Frame,Base Covers, no knockouts 53H 42W	\$345.00	\$98.33	\$196.66
			FT110.5342N			
			91 Base Finish +white			
4	HMI	HFT	+Frame Top Cap,Standard Ptd 36W	\$52.00	\$14.56	\$58.24
			FT112.36AP			
			91 Surface Finish +white			
4	HMI	HFT	+Frame Top Cap,Standard Ptd 42W	\$59.00	\$16.52	\$66.08
			FT112.42AP			
			91 Surface Finish +white			
1	HMI	HFT	+Conn 90,Universal,4way-for 53H frames and higher	\$174.00	\$49.59	\$49.59
			FT121.457			
1	HMI	HFT	+Top Cap, Conn 90-Deg, Connects-4 Frame Top Caps Ptd	\$47.00	\$13.40	\$13.40
			FT126.4AP			
			91 Surface Finish +white			
4	HMI	HFT	+Connection Hardware, Frame-to-Frame 53H	\$44.00	\$12.32	\$49.28
			FT128.53			
1	HMI	HFT	+Power Entry, External Direct Connect 6'long	\$245.00	\$68.60	\$68.60
			FT140.06			
			LZ Wiring Type +PVC-free			
4	HMI	HFT	+Base Power Harness 36W	\$194.00	\$54.32	\$217.28
			FT150.36			
			LZ Wiring Type +PVC-free			
2	HMI	HFT	+Base Power Harness 42W	\$204.00	\$57.12	\$114.24
			FT150.42			
			LZ Wiring Type +PVC-free			
1	HMI	HFT	+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg	\$257.00	\$71.96	\$71.96
			FT155.A			
			91 Finish +white			
1	HMI	HFT	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	\$257.00	\$71.96	\$71.96
			FT155.B			
			91 Finish +white			
1	HMI	HFT	+15 Amp Receptacle 4 Circuit, Duplex, Circuit D isolated ground 6/Pkg	\$257.00	\$71.96	\$71.96
			FT155.D			
			91 Finish +white			
4	HMI	HFT	+Finished End,Base Cover Ptd 53H	\$92.00	\$25.76	\$103.04
			FT160.53BP			
			91 Surface Finish +white			
8	HMI	HFT	+Tile,Full-Height,Tackable Fabric 48H 36W	\$316.00	\$88.48	\$707.84
			FT180.4836T			
			91 Horizontal Bead Finish +white			
			8R Fabric +twist-Pr Cat 2			

8	HMI	HFT	36	8R_Colors	+twist midnight blue			
			+Tile,Full-Height,Tackable Fabric 48H 42W			\$343.00	\$97.76	\$782.08
			FT180.4842T					
			91	Horizontal Bead Finish	+white			
			8R	Fabric	+twist-Pr Cat 2			
2	HMI	HFT	36	8R_Colors	+twist midnight blue			
			+Surface Cantilever, for 30"- deep surface,lft-hnd			\$61.00	\$17.08	\$34.16
			FT290.30L					
			91	Finish	+white			
2	HMI	HFT	+Surface Cantilever, for 30"- deep surface,rt-hnd			\$61.00	\$17.08	\$34.16
			FT290.30R					
			91	Finish	+white			
4	HMI	HFT	+Surface Ganging Bracket,pair			\$61.00	\$17.08	\$68.32
			FT29B.2					
2	HMI	HFT	@Support Panel, Frame-Att, Sq-Edge, Left-Hand Support, Lam 30D			\$420.00	\$117.60	\$235.20
			FT2G2.S30LL					
			91	Surface Finish	@white			
			91	Attachment Bracket Finish	@white			
2	HMI	HFT	@Support Panel, Frame-Att, Sq-Edge, Right-Hand Support, Lam 30D			\$420.00	\$117.60	\$235.20
			FT2G2.S30RL					
			91	Surface Finish	@white			
			91	Attachment Bracket Finish	@white			
4	HMI	HFT	+Rect Surf,sq-edge,24" d,30" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz			\$290.00	\$81.20	\$324.80
			FTS10.2430LS					
			91	Top Finish	+white			
			91	Edge Finish	+white			
4	HMI	HFT	+Rect Surf,sq-edge,30" d,72" w,high-pressure lam top/thermoplastic edge,Canvas frame att surf			\$893.00	\$250.04	\$1,000.16
			FTS10.3072LF					
			91	Top Finish	+white			
			91	Edge Finish	+white			
4	HMI	HTU	+Ped Bar Pull,Surface Att 24D,Ptd Mtl Frnt,B/B/F			\$931.00	\$288.61	\$1,154.44
			LK14D.24BBF					
			SB	Slides	+full-extension ball-bearing			
			XS	Paint/Steel Type	+textured paint on smooth steel			
			91	Surface Finish	+white			
			KA	Lock	+keyed alike			
			MS	Pull Finish	+metallic silver			
			2F	Base Height	+27 1/4" high (raised height)			
			NN	Drawer Interior	+none			
						Ext. List:		\$36,813.00
						Subtotal:		\$10,628.33
INSTALLATION						\$0.00	\$8,360.00	\$8,360.00

List Price Total: \$273,052.00 Total Sell: \$99,947.59

FINANCING OPTIONS AVAILABLE

Furniture Project Payment Terms:**Special Order Furniture is non-returnable**

Design and Project Management Services: Hourly accrual of work performed, to be billed monthly - Rate: \$75.00

Monthly Payment - billable hours based on work completed.

Payment due upon receipt of invoice - standard 15 day period

Furniture/Parts Order - 75% deposit due at time of order

Second Deposit due if product is stored beyond 30 days from time of receiving to our warehouse - 40% due.

Final balance due upon completion of delivery

Review all furniture finishes prior to placing order

Please review fabrics and finishes for accuracy before placing order. If fabric or finish samples are needed, please contact your sales representative at 806.763.2500. Once fabrics and finishes are approved, please sign below and include with Purchase Order.

X_____

Customer Signature - Date

I agree fabrics and finishes on this quote are accurate.

I understand special order furniture cannot be returned.

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 12, 2024**

Capital Project Number: 92551
Capital Project Name: Public Safety Improvements Project

	Headquarters	East Substation	North Substation	South Substation	Evidence Warehouse	Municipal Courts	Parking Garage	Total
	92551.10000	92551.20000	92551.30000	92551.40000	92551.50000	92551.60000	92551.70000	
<i>Encumbered/Expended</i>								
Acquisition/Title Co.	16,173	670	423,717	-	-	-	-	440,560
Advertising & Promotion	948	524	33	1,301	-	197	145	3,147
Bolt Furniture Delivery Contract #15886	-	4,333	4,333	4,333	-	-	-	12,999
Building Capital Outlay	57,100	-	-	742,339	1,249	166,022	-	966,710
Office Furniture & Equipment	1,653,829	7,932	4,259	21,836	-	7,477	-	1,695,334
Geotechnical Report Contract # 15056	-	-	-	-	11,535	-	-	11,535
Hugo Reed - Survey	3,500	-	-	-	7,500	7,500	-	18,500
KWA Engineering	5,600	-	-	-	-	-	-	5,600
Lee Lewis Contract #14224 Amendment 1	-	5,911,358	5,741,888	5,536,789	-	-	-	17,190,035
Lee Lewis Contract #14224 Amendment 2	-	115,359	96,457	95,896	-	-	-	307,712
Lee Lewis Contract #15202	-	-	269,780	-	-	-	-	269,780
Lee Lewis Contract #15202 Amendment 1	-	-	-	-	-	4,415,200	-	4,415,200
Lee Lewis Contract #15202 Amendment 2	-	-	-	-	-	158,838	-	158,838
Lee Lewis Contract #15789	15,800,000	-	-	-	-	-	-	15,800,000
Lee Lewis Contract #15789 Amendment 1	118,767	-	-	-	-	-	-	118,767
Lee Lewis Contract #15789 Amendment 2	217,391	-	-	-	-	-	-	217,391
Lee Lewis Contract #17114	-	-	-	-	8,101,700	-	-	8,101,700
Lubbock Labs Inc. Contract #15942	-	-	-	-	-	50,000	-	50,000
Lubbock Labs Inc. Contract #159421	-	-	-	-	-	25,000	-	25,000
Lubbock Labs Inc. Contract #17535	-	-	-	-	40,000	-	-	40,000
Miscellaneous Charges	-	(709,220)	-	-	-	-	-	(709,220)
MWM Contract #13951	-	713,320	337,865	326,840	-	-	-	1,378,025
MWM Contract #15857	-	27,500	21,946	27,726	-	-	-	77,172
Officewise Contract #15668 FF&E	-	241,741	241,741	241,741	-	-	-	725,223
Officewise Contract #15668 FF&E Amendment 1	-	4,042	4,042	4,042	-	-	-	12,126
Officewise	116,433	8,344	10,047	9,024	-	244,972	-	388,820
Parkhill Contract #14630	40,500	-	-	-	-	-	-	40,500
Parkhill Contract #14856	-	-	-	-	-	-	322,251	322,251
Parkhill Contract #16308	-	-	-	-	599,100	-	-	599,100
Parkhill Contract #16927	595,108	-	-	-	-	-	-	595,108
Phase I Assessment	3,000	-	-	-	-	-	-	3,000
Professional Services	62,559	(8,432)	(46,084)	24,888	13,955	9,716	(373,810)	(317,208)
PSC Contract #14153	1,812,289	-	-	-	-	-	-	1,812,289
PSC Contract #14153 Amendment 1	66,500	-	-	-	-	-	-	66,500
RSA Contract #14190	-	-	-	-	-	619,383	-	619,383
RSA Contract #14190 Amendment 1	-	-	-	-	-	16,250	-	16,250
RSA Contract #14190 Amendment 2	-	-	-	-	-	4,023	-	4,023
RSA Contract #16718	-	-	-	-	-	18,750	-	18,750
Technology & Communications	397,428	131,671	135,405	138,049	-	36,078	-	838,631
<i>Agenda Item November 12, 2024</i>								
FF&E Officewise PO 10027929	-	-	-	-	99,948	-	-	99,948
<i>Encumbered/Expended To Date</i>	20,967,125	6,449,142	7,245,429	7,174,805	8,874,986	5,779,406	(51,414)	56,439,479

Estimated Costs for Remaining Appropriation
Construction

675,006
<u>675,006</u>
<u>\$ 57,114,485</u>



CIP 92551 Public Safety Improvements Project

New Facility

Project Manager: Darren Densford - Facilities Management

Project Scope

The project includes the acquisition of land and construction of the following new facilities: Police Headquarters, Property/Forensic, East Patrol Station, North Patrol Station, South Patrol Station and Municipal Courts. The project also includes architectural/engineering design fees, furnishings, communications, technology and security as required to complete these facilities.

Project Justification

The current Police location is inadequate and outdated for the Police Department operations in both size and efficiency. In addition, there are many code, environmental and Texas Accessibility Standards (TAS) issues associated with the facility. The current building has outlived its useful life and does not fit the new community policing model of the Lubbock Police Department.

Project Highlights

Council Priorities Addressed:

Public Safety - Provide secure, functional & efficient facilities for COL police department operations.

FY2020-21 Continued construction on PDES, PDNS, PDSS, MC and MPG.

FY2021-22 Completed construction on PDES, PDNS and PDSS. Continued construction of MC and MPG. Finalized designs, scheduled groundbreaking and began construction on PDHQ. Procured consultants and began design of Property/Forensic facility.

FY2022-23 Completed design documents on PD Property/Forensic Facility, bid, awarded and commenced construction.

FY2023-24 Completed construction on PDHQ and relocated personnel. Continue construction of Property/Forensic facility, procure furniture and other "owner furnished" items.

Project History

- Prior to FY 2019-20 \$60,000,000 had been appropriated
- FY 2019-20 \$4,118,000 decrease appropriation by Budget Amendment No. 31, Ord. 2020-00105
- FY 2020-21 \$55,000 was appropriated by Budget Amendment No. 37, Ord. 2020-00127
- FY 2022-23 \$97,333 was appropriated by BCR#2023-15
- FY 2023-24 \$650,000 was appropriated by Ord. 2023-00108
- FY 2023-24 \$430,152 was appropriated by BCR#2024-1

Project Dates

FY2024-25 Complete construction on the PD Forensic/Property Facility, procure furniture, fixtures and equipment and relocate personnel and property.

PD Patrol Division Stations

Start Date: 10/01/2017

Bid Date - Design: 02/23/2018

Award Date for Bid - Design: 06/28/2018

Project Start Date - Design: 06/28/2018

Project End Date - Design: 09/16/2019

Bid Date - Construction: 10/29/2019

Award Date for Bid - Construction: 11/19/2019

Project Start Date - Construction: 12/03/2019

Project End Date - Construction: 09/27/2021

Municipal Courts

Start Date: 10/01/2017

Bid Date - Design: 08/16/2018

Award Date for Bid - Design: 04/09/2019

Project Start Date - Design: 04/09/2019

Project End Date - Design: 11/11/2020

Bid Date - Construction: 01/07/2021

Award Date for Bid - Construction: 01/12/2021

Project Start Date - Construction: 02/01/2021

Project End Date - Construction: 04/18/2022

PD Headquarters

Start Date: 10/01/2017

Bid Date - Design: 07/19/2018

Award Date for Bid - Design: 01/10/2019

Project Start Date - Design: 01/10/2019

Project End Date - Design: 02/10/2021

Bid Date - Construction: 04/01/2021

Award Date for Bid - Construction: 05/25/2021

Project Start Date - Construction: 06/17/2021

Project End Date - Construction: 12/01/2023

PD Forensic/Property Facility

Project Start: 10/01/2017

A/E Design Bid: 12/21/2021

A/E Design Award: 12/23/2021

Design Documents Start: 02/08/2022

Design Documents Complete: 11/11/2022

General Contractor Bid: 03/07/2023

General Contractor Award: 04/25/2023

Construction Start: 06/12/2023

Construction Complete: 12/09/2024

Project Location

PD East Patrol Station

1901 Martin Luther King Jr. Boulevard

PD South Patrol Station

14005 Indiana Avenue

PD North Patrol Station

5910 Erskine Street

PD Headquarters

1205 15th Street

PD Forensic/Property Facility

401 North Ash Avenue

Municipal Courts

1214 14th Street

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$21,595,000	\$0	\$0	\$0	\$0	\$0
Bid	\$7,176,967	\$0	\$0	\$0	\$0	\$0
Construction	\$7,053,242	\$0	\$0	\$0	\$0	\$0
Acquisition	\$7,140,652	\$0	\$0	\$0	\$0	\$0
Installation	\$8,584,624	\$0	\$0	\$0	\$0	\$0
Municipal Courts	\$5,564,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$57,114,485	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Fund Cash	\$1,080,152	\$0	\$0	\$0	\$0	\$0
General Fund CO Bonds	\$55,882,000	\$0	\$0	\$0	\$0	\$0
General Fund Prior Year Bonds	\$97,333	\$0	\$0	\$0	\$0	\$0
IT Fund Cash	\$55,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$57,114,485	\$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

Resolutions - Facilities Management: Consider two resolutions authorizing the Mayor to execute Contract 18422, with Red River Remediation, and Contract 18143, with 1 Priority Environmental Services, LLC, for asbestos abatement services for demolitions and renovation projects.

Item Summary

The City of Lubbock issued a Request for Proposal (RFP) for asbestos abatement services for demolitions and renovation projects.

In response to RFP 24-18143-YB, 3 firms responded and 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 their review, the following scores were provided:

Contractor	Points/100 pts
Red River Remediation, Fort Worth, Texas	100.00
1 Priority Environmental Services, LLC, Lubbock, Texas	82.20
A&M Environmental, Pasadena, Texas	80.80

Facilities Management is recommending contracts with the top 2 ranked proposers, Red River Remediation of Fort Worth, Texas, and 1 Priority Environmental Services, LLC of Lubbock, Texas. Each contract will be for a term of one year, with the option of 4, one-year extensions, with the term beginning upon 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. Costs associated with these contracts are funded in applicable capital and departmental accounts.

Staff/Board Recommending

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

Attachments

Resolution - Red River Remediation

Contract 18422 Red River Mediation

Resolution 1 Priority Environmental

Contract 18143 1 Priority Environmental

18413 Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 18422 for Asbestos Abatement, by and between the City of Lubbock and Red River Remediation, 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:

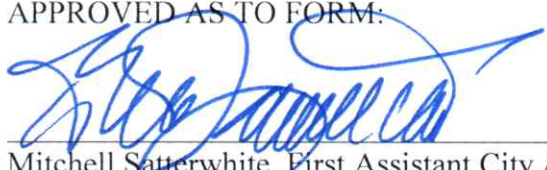
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Red River Remediation
October 24, 2024

**City of Lubbock
Asbestos Abatement Services
Agreement**

This Service Agreement (this “Agreement”) is entered into as of the __day of _____
2024 (“Effective Date”) by and between Red River Remediation (the Contractor), and the City of Lubbock (the “City”).

RECITALS

WHEREAS, the City has issued a Request for Proposals 24-18143-YB, **Asbestos Abatement Services** 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 **Asbestos Abatement Services**, upon terms and conditions maintained in this Agreement; and

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

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

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

Scope of Work

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

Article 1

- 1.1 The contract shall be for a term of one (1) year, with the option of four (4), one (1) 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.

-----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:

Authorized Representative

ATTEST:

Bo DeHaven
Print Name

Courtney Paz, City Secretary

1604 130th Ste. 2
Address

APPROVED AS TO CONTENT:

Mark Zavicar, Director of Facilities
Management

Lubbock, TX 79423
City, State, Zip Code

APPROVED AS TO FORM

Mitch Satterwhite, First Assistant City
Attorney

**City of Lubbock, TX
RFP 24-18143-YB
Asbestos Abatement Services**

GENERAL REQUIREMENTS

1. Intent

The City of Lubbock (hereinafter called “City”) is seeking proposals from interested Firms and individuals, (hereinafter called “bidder”) to provide Asbestos Abatement Services shall be provided on an “as needed” basis without a minimum quality of work specified. The City is interested in securing the most qualified firm/personnel to perform the required services. The City of Lubbock is seeking a contract for Asbestos Abatement 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. SCOPE OF WORK

PERSONNEL PROTECTION

- A. Prior to commencement of work, all workers shall be instructed by the Contractor, and shall be knowledgeable in the appropriate procedures for personnel protection and asbestos removal.
- B. Contractor acknowledges and agrees that he is solely responsible for enforcing worker protection requirements at least equal to those specified in this Section.
- C. Contractor shall provide workers with respiratory equipment approved by NIOSH and OSHA for the type of work being performed. Each worker shall be able to show, upon request, dated proof of fit testing performed by qualified personnel for the respirator being used.
- D. Where respirators with disposable filters are used, provide sufficient filters for replacement as necessary by the workers, or as required by applicable regulations.
- E. Provide respiratory protection as needed from the time of the first operation involving contact with asbestos-containing materials. Provide respiratory protection until the acceptance of final air test results by Consultant and the completion of containment removal:
 - 1. Provide a minimum of half-face dual cartridge respirators for workers during preparation phases of the work, providing no disturbance of the asbestos-containing material occurs.
 - 2. Provide a minimum of half-face dual cartridge respirators for workers during preparation phases of glove bag-type pipe insulation removal, window/louver unit removal, floor tile and mastic removal, fire door removal, fan-coil unit removal, and exterior caulking/sealant removal, except where these operations are performed in work areas concurrently with abatement activities requiring higher levels of respiratory protection as noted below.
 - 3. Provide a minimum of half-face dual cartridge respirators for workers during all phases of handling and disposal of containerized asbestos-containing waste materials.

4. Provide workers applying spray-applied plastic sheeting with stackable HEPA/ammonia cartridges as applicable.
 5. Provide workers using solvents with stackable HEPA/organic vapor cartridges as applicable.
 6. Provide a minimum of half-face dual cartridge respirators for workers during all phases of containment removal.
- F. Contractor shall be solely responsible for scheduling necessary air sampling by an independent testing laboratory for compliance of his respiratory protection with OSHA regulations. Contractor shall pay for all costs associated with such testing.
1. Personnel exposure samples collected by or for the Contractor shall be analyzed in accordance with the OSHA reference method (ORM) as detailed in 29 CFR 1926.1101, Appendix A.
 2. Ensure that personnel monitoring strategy employed will result in suitable samples for analysis.
 3. Arrange for analysis of personnel monitoring samples such that results of analysis are received no later than forty-eight hours following sample collection.
 4. Post the results of personnel exposure monitoring at job-site, upon receipt from laboratory.
- G. Permit no visitors, except for governmental inspectors having jurisdiction, in the work areas after commencement of asbestos disturbance or removal. Provide authorized visitors with suitable respirators and protective equipment.
- H. Provide workers with sufficient sets of protective disposable clothing, consisting of full body coveralls, head covers, gloves, and foot covers, of sizes to properly fit individual workers.
- I. Provide workers with rubber boots, hard hats, eye protection, hearing protection, and other protective equipment as needed.
- J. Leave reusable equipment, apparel and protection devices (excluding respirators) in the contaminated equipment room until the end of the asbestos abatement work, at which time such items shall be disposed of as contaminated waste or decontaminated for reuse.
- K. Provide authorized visitors with suitable protective disposable clothing, respiratory protection (including suitable replacement filters), headgear, eye protection, footwear and other protective equipment of sizes to properly fit visitors whenever they enter the work area.

2. SIGN-IN/OUT LOG

- A. Contractor shall maintain a sign-in/out log in the immediate vicinity of the clean room of the personnel decontamination units. Maintain sign-in/out logs from the time the first activity is performed until acceptance of the final air test results by the Consultant or Project Manager. Require each individual entering the work areas, including the Contractor's workers, Consultant, Project Manager, and City officials to sign in and out each time upon entering and leaving the work areas.
- B. Sign-in/out log shall indicate date, printed or typed name, signature, social security number, company or agency represented, and time entering and leaving the work areas.

3. ASBESTOS WASTE LOG

- A. Contractor shall maintain an asbestos waste log to be completed as asbestos-containing waste is removed from the work areas for transport and disposal.
- B. Asbestos waste log shall indicate date; description of waste included; number, size and type of waste containers, as applicable, removed from work areas; time of day; and signature of recorder.

4. TRAINING PROGRAM

- A. Provide a training program to instruct personnel on proper respirator use, hazards of asbestos exposure and OSHA asbestos regulations in accordance with the requirements of the model accreditation program (MAP) established by the EPA in Appendix C to 40 CFR 763 (E).
- B. The Contractor shall provide a training program as often as necessary to train all employees to be utilized on the project. No worker shall be utilized on any portion of the Work until training documentation has been reviewed and accepted by the Consultant or Project Manager.

5. GENERAL – ALL JOBS

- A. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.
- B. Contractor's Asbestos Abatement Supervisors shall remain on the job site and in immediate contact with those under their supervision during all periods of asbestos abatement activity.
- C. During any period of actual abatement of asbestos, an abatement supervisor shall be stationed within the containment area at least 25% of the time for the purpose of supervising the progress of the abatement work.
- D. All licensed supervisors are responsible for respirator fit testing, personal protection of the workers, safety, security and control of access at the job site.
- E. Supervisors shall also require that operations at the asbestos job site cease whenever hazardous or unlawful situations are detected, so as to effect a remedy.
- F. Contractor's employees shall be fully clothed at all times (shirt, pants and shoes). Sandals or other open toe shoes shall not be allowed.
- G. The Owner will specify locations for water and electrical hook up at the time of mobilization.
- H. Contractor's employees shall be restricted to the immediate work area at all times.
- I. Contractor's dumpster for disposal of asbestos waste must be kept locked. Location of the dumpster must be coordinated with the Owner.
- J. Fire Safety. At least one fire extinguisher with a minimum National Fire Protection Association rating of 10BC (dry chemical) shall be placed for every 1,000 square feet, or fraction, of containment area.
- K. Electrical Safety. Ground-fault circuit interrupter (GFCI) units shall be installed on all electrical circuits used within the regulated and containment areas.
- L. Air Monitoring. Air monitoring shall include personal samples according to 40 CFR Part 763, Subpart G or

29 CFR §1926.1101, baseline sampling, area sampling, and clearance sampling according to §295.58(i). In a public building, a minimum of three baseline sample (minimum volume of 1250 liters) for analysis by PCM must be collected under normal building conditions prior to the disturbance of ACM as part of any abatement activity. Ambient air samples during the project must also be collected for analysis by PCM. All project activities shall be cleared by using aggressive air sampling. For all projects, samples may be collected and analyzed by NIOSH 7400 protocol, counting rules A, Phase-contrast Microscopy (PCM) as amended. Clearance samples shall be collected at a rate of at least 0.5 less than 16 liters per minute on 0.8 micron MCE filters in conducting cassettes with extension cowls. Minimum sample volume will be 1,250 liters. Clearance will be achieved if no sample is reported greater than 0.01 f/cc by the analysis report from the licensed laboratory. Asbestos Hazard Emergency Response Act (AHERA) protocol will be used in schools.

- M. Contractor shall also meet the specific safety requirements mentioned in the pre-construction meeting.
- N. Contractor, transporter and disposal site shall meet the licensing and registration requirements of the Texas Department of State Health Service's, Texas Asbestos Health Protection Rules.
- O. A licensed asbestos abatement contractor shall perform all work at night or times when tenants are not present in the work area.
- P. The contractor shall provide the Owner with a work plan including location of decontamination facilities, work location of negative air machines and other equipment, and a schedule of the work.
- Q. The contractor is responsible for meeting all federal, state, and local laws and regulation, including but not limited to OSHA, EPA, and DSHS requirements. The contractor is responsible for his own OSHA air monitoring. A third party consultant hired by the Owner will provide on-site and clearance monitoring.

6. DOCUMENTS

- A. The following documents shall be posted in a conspicuous spot at the entrance to the regulated area and must not be covered by any other documents:
 - 1. The asbestos information poster issued by the DSHS; and
 - 2. Copies of any violations issued by the federal or state asbestos-regulating authorities within the preceding 12 months from any asbestos project.
- B. Documents required to be on-site are as follows:
 - 1. EPA "Green Book" for O&M work;
 - 2. 40 CFR Part 61, Subpart M, titles "National Emissions Standards for Hazardous Air Pollutants (NESHAP), November 20, 1990;
 - 3. 29 CFR 1926.1101, titles, "Occupational Exposure to Asbestos, Tremolite, Anthophyllite, October 11, 1994;
 - 4. 29 CFR 1910.134, titled, "Occupational Health Standards for A Respiratory Protection Program", October 11, 1994; and
 - 5. Texas Department of State Health Service's, Division of Occupational Health, Texas Asbestos Health Protection Rules, September 22, 1994.

- C. Tape - Shall be glass fiber or other type capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces under both dry and wet conditions.
- D. Surfactant (wetting agent)- shall consist of a mixture of “Dust-Set Amended Water Base” (Matheson Chemical Corporation), or approved equivalent, and water, mixed to manufacture’s specifications.
- E. Sealant (encapsulant) – Shall be manufactured by reputable, established manufacturer of encapsulant/sealant materials and be approved specifically for use in asbestos contaminated environments. It is the responsibility of the Contractor to determine compatibility of the sealant with the materials and existing conditions.
- F. Impermeable Containers – Shall be suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site and shall be labeled in accordance with applicable regulations. Containers shall be both air and watertight. Two types of impermeable containers:
 - 1. Metal, rigid plastic or fiber barrels with independent tightly fitting lids, lined with six-mil plastic sheeting or bags.
 - 2. Appropriately labeled six-mil plastic bags sized to fit within the lined barrels.
- G. Warning Labels and Signs –Shall be as required by the Texas Department of State Health Service’s and OSHA 29 CFR 1926.1101 and posted in both English and Spanish.
- H. Solvents – If used for flooring or other mastic removal, shall demonstrate a flash point of at least 140 degrees F., as appropriately determined, and must be approved by the Consultant or Project Manager prior to bringing it on-site.
- I. Other Materials – Provide all other materials, such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination systems and the barriers that isolate the work areas.

7. TOOLS AND EQUIPMENT

- A. Provide suitable tools for asbestos-containing material removal.
 - 1. Water sprayers – Utilize airless or other low-pressure sprayers for amended water application. Pressure washers or sprayers may not be used.
 - 2. Airless sprayer – Use airless sprayer of sufficient capacity to apply spray-applied plastic sheeting or encapsulant in accordance with manufacturer’s recommendations.
 - 3. Air purifying equipment (for internal recirculation in the work area) – Shall include HEPA filtration systems and insure that no internal air movement system or purification equipment exhausts contaminated air from inside the work area into uncontaminated areas.
 - 4. Scaffolding and ladders – shall be as required to accomplish the specified work and shall meet applicable safety regulations.
 - 5. Temporary lighting – Shall be suitable for use in wet environments.
 - 6. Transportation – As required for loading, temporary storage, transit and unloading of contaminated waste without exposure to persons or property. Use only enclosed dumpsters, trailers or other transports to haul waste containers to prevent loss or damage of containers in route to landfill.

REMOVAL OF ASBESTOS-CONTAINING MATERIAL AND DEBRIS

- A. Remove and properly dispose of all asbestos-containing materials indicated to be removed by the Contract Documents in accordance with federal, state, and local laws and regulations or as more stringently specified herein.
- B. During any period of actual abatement of asbestos, an abatement supervisor shall be stationed within the containment area at least 25% of the time for the purpose of supervising the progress of the abatement work.
 - 1. Maintain a sign in/out log, as specified previously in this section, in the immediate area of the change room to be signed by every person each time upon entering and leaving work areas.
- C. Place in work areas at least one fire extinguisher with a minimum NFPA rating of 10BC (dry chemical) for every 1000 square feet, or fraction, of work area for the duration of abatement and subsequent cleaning activities. Place at least one similar fire extinguisher in vicinity of change room.
 - 1. Exterior Preparation.
 - 2. Restrict access to exterior grounds immediately adjacent to work areas by barrier tape or similar means.
 - 3. Place appropriate warning signs, in English and Spanish, on at least every other window/door opening.
 - 4. Thoroughly wet asbestos-containing materials and debris to be removed prior to stripping or tooling to reduce fiber dispersal into the air. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for water to penetrate material thoroughly. Spray material repeatedly during the work process to maintain a continuously wet condition.
 - 5. Remove the saturated asbestos-containing materials and debris in small sections. Do not allow materials to dry out. As removed, place in barrels, double wrap or bag the materials in sealable plastic bags, six-mil minimum thickness, and place in containers for transport, labeled with the appropriate wording.
 - 6. Provide general clean-up of work areas concurrent with the removal of all asbestos-containing materials and debris. Do not permit accumulation of debris.
 - 7. After removal of asbestos-containing materials and debris, all surfaces in the work area shall be wet-cleaned to remove residual accumulated material. Continue wet cleaning until all surfaces are free of visible dust, dirt and debris.

8. CLEAN UP AND CLEARANCE TESTING

- A. Provide general clean-up of work areas concurrent with the removal activities. Do not permit accumulation of debris on work area.
- B. Standard of cleaning for Final Clearance: Consider contained work areas and all other decontaminated and cleaned areas clean when:
 - 1. Surfaces are free from dust, dirt, residue, and debris from abatement operations or other activities subordinate to these operations.
 - 2. Consultant has approved level of cleanliness.
 - 3. Air testing performed by Consultant indicates that the air in the contained/enclosed work areas is acceptable,

as specified in this section.

DISPOSAL OF ASBESTOS-CONTAMINATED WASTE

- A. All asbestos abatement waste shall be transported to and disposed of at approved landfills.
- B. Asbestos-containing waste and debris shall be transported to the landfill double wrapped, double bagged, or in properly lined barrels. Removed debris, pipe insulation, used cleaning tools, towels, protective suits, used plastic sheeting and spray-applied plastic sheeting shall be treated as asbestos-containing waste materials.
- C. Temporary storage of asbestos wastes outside the work areas may be utilized only if the proposed area(s) are lined with at least two layers of six-mil plastic sheeting, individually applied, and appropriate warnings are posted. Submit proposed location and procedures for temporary waste storage to the Owner prior to initiating use.
- D. Remove sealed and labeled containers of asbestos-containing material and waste and transport them for disposal to the specified landfill as follows.
 - 1. Line dumpster, trailer or other waste transport with at least two layers of six-mil plastic sheeting, individually applied. Plastic sheeting used to line waste transport containers need not be flame retardant.
 - 2. Notify the Consultant or Project Manager prior to removing each trailer or other waste transport from the project site.
 - 3. Asbestos-containing waste material shall be treated, packaged, labeled, transported, and disposed of in accordance with 29 CFR 1926.1101 (OSHA), 40 CFR 61.150 (EPA) and 49 CFR 107 et al., (DOT).
 - 4. Asbestos waste transport shall be limited to approved routes for transport of hazardous materials. Ensure that there are no visible emissions to the outside air from site where materials and waste are deposited.
 - 5. Notify the Consultant or Project Manager immediately of any spill or similar incident involving the transport and disposal of asbestos wastes.
- E. Alternative methods of transporting asbestos-containing debris will be considered by the Consultant. Do not use alternative methods until reviewed and accepted by the Consultant.

9. FIELD QUALITY CONTROL

- A. The Consultant or Project Manager shall conduct area air monitoring prior to, throughout, and following preparation, removal and cleaning operations.
 - 1. All phase contrast microscopy (PCM) area air samples collected by the Consultant or Project Manager will be analyzed in general accordance with the procedures outlined in the National Institute for Occupational Safety and Health (NIOSH) 7400 Method and also will follow guidelines issued by EPA regarding detection limits. Owner and Consultant reserve the right to analyze air samples by transmission electron microscopy (TEM).
 - 2. Background prevalent level air samples, collected on media for analysis by phase contrast microscopy, will be obtained from representative areas immediately prior to the start of the project and will be analyzed.
 - 3. Background prevalent level air samples, collected on media for analysis by transmission electron microscopy, will, when deemed necessary by the Consultant, be obtained from representative areas immediately prior to

the start of the project and will be held for future analysis at the discretion of the Consultant.

4. Area air samples will be collected both inside and outside of work areas. The Contractor is cautioned, however, that should interpretations be made, opinions be formed and conclusions be drawn as a result of examining the test results, these interpretations, opinions and conclusions will be those made, formed and drawn solely by the Contractor.
5. All samples must meet specified clearance levels for the area being tested to be considered clean. Results of PCM air sample analysis shall be reported as the 95 percent upper confidence limit (UCL).
 - A. Final clearance air samples will be of at least 1250 liters of air, collected at a flow rate of at least 0.5 to less than 16 liters per minute on 0.8 micron MCE filters in conducting cassettes with extension cowls.
 - B. Contractor shall wet-clean and HEPA-vacuum areas outside the contained work areas in which elevated airborne fiber concentrations are detected. Indicated airborne fiber concentrations above 0.01 f/cc, or ambient prevalent levels, will be considered elevated airborne fiber concentrations.
 - C. Visual observations will be made by the Consultant or Project Manager after final clean-up and demobilization to determine the presence of visible dust, dirt, debris and abatement refuse indicative of improper cleaning and decontamination proceed.
 - D. Written and electronic copies of final documentation on all projects

3. EVALUATION CRITERIA

50 Points – Qualifications/Experience

Provide a complete list of asbestos abatement services within the past five years involving your firm. Include the names of the participants as well as a contact person and his/her phone number.

20 Points – References

Please include in this section the names of five (5) organizations that have utilized your services. Include the size and contract value of each project. Please include the name, address, telephone number and contact person of the five organizations listed above. **(Do not use the City of Lubbock as a reference.)**

30 Points - Cost

Respondents will submit the Bid Table.

4. PROPOSAL FORMAT

- 4.1. Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.
- 4.2. The proposal should be bound in a single volume if submitting a hardcopy. All documentation submitted with the proposal should be bound in that single volume.
- 4.3. If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
- 4.4. The proposal must be organized into the following response item sections and submitted in an indexed binder.
 - 4.4.1. Cover letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

- 4.4.2. A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.
- 4.4.3. Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.
- 4.4.4. A brochure of past work, with emphasis on comparable projects.
- 4.4.5. List of principal(s) of the Proposer and amount of time that principal(s) will be involved in the project.
- 4.4.6. List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.
- 4.4.7. The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.
- 4.4.8. 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.
- 4.4.9. Describe the Offeror's methodology for handling errors and omissions.
- 4.4.10. Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the City of Lubbock. This would apply to the Proposer as well as consultants subcontracted by the Proposer.
- 4.4.11. Any material which the proponent wishes to submit and which is not specifically requested in the above categories.
- 4.4.12. Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal.

City of Lubbock
RFP 24-18143-YB
Asbestos Abatement Services
Price Proposal Sheet
BAFO

Exhibit B

			Red River Remediation	
			Lubbock, TX	
			\$2,688.65	
Items	Quantity Required (+/-)	UOM		
			Unit Price	Total Cost
#0-1 Mobilization and Project Set Up	1	Job	450.00	450.00
#0-2 Remove asbestos-containing fireproofing on the building's interior structural members (including overspray on both structural and non-structural building components)	1-1000	per Plan Square Foot	8.25	8.25
#0-3 Remove asbestos-containing fireproofing on the building's interior structural members (including overspray on both structural and non-structural building components)	1001-2500	per Plan Square Foot	7.70	7.70
#0-4 Remove asbestos-containing fireproofing on the building's exterior structural members (including overspray on both structural and non-structural building components)	>2500	per Plan Square Foot	6.88	6.88
#0-5 Remove asbestos-containing fireproofing on the building's exterior structural members (including overspray on both structural and non-structural building components)	1-1000	per Plan Square Foot	8.10	8.10
#0-6 Remove asbestos-containing fireproofing on the building's exterior structural members (including overspray on both structural and non-structural building components)	1001-2500	per Plan Square Foot	6.25	6.25
#0-7 Remove asbestos-containing acoustic ceiling tile	>2500	per Plan Square Foot	5.88	5.88
#0-8 Remove asbestos-containing acoustic ceiling tile	1-1000	per Square Foot	2.75	2.75
#0-9 Remove asbestos-containing acoustic ceiling tile	1001-2500	per Square Foot	2.27	2.27
#0-10 Remove asbestos-containing acoustic ceiling tile	>2500	per Square Foot	2.20	2.20
#0-11 Remove asbestos-containing or asbestos-contaminated gypsum board ceiling system, no higher than 15' AFF	1-1000	per Square Plan Foot	5.00	5.00
#0-12 Remove asbestos-containing or asbestos-contaminated gypsum board ceiling system, no higher than 15' AFF	1001-2500	per Square Plan Foot	3.42	3.42
#0-13 Remove asbestos-containing or asbestos-contaminated gypsum board ceiling system, no higher than 15' AFF	>2500	per Square Plan Foot	2.24	2.24
#0-14 Remove asbestos-containing or asbestos-contaminated gypsum board ceiling system, greater than 15' AFF but less than 30' AFF	1-1000	per Square Plan Foot	6.00	6.00
#0-15 Remove asbestos-containing or asbestos-contaminated gypsum board ceiling system, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Plan Foot	3.75	3.75
#0-16 Remove asbestos-containing gypsum board wall system, up to 15' in height AFF	>2500	per Square Plan Foot	2.51	2.51
#0-17 Remove asbestos-containing gypsum board wall system, up to 15' in height AFF	1-1000	per Square Foot	5.50	5.50
#0-18 Remove asbestos-containing gypsum board wall system, up to 15' in height AFF	1001-2500	per Square Foot	2.75	2.75
#0-19 Remove asbestos-containing gypsum board wall system, greater than 15' AFF but less than 30' AFF	>2500	per Square Foot	2.21	2.21
#0-20 Remove asbestos-containing gypsum board wall system, greater than 15' AFF but less than 30' AFF	1-1000	per Square Foot	5.50	5.50
#0-21 Remove asbestos-containing gypsum board wall system, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Foot	4.50	4.50
#0-22 Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	>2500	per Square Foot	2.75	2.75
#0-23 Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	1-1000	per Square Plan Foot	22.50	22.50

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			Red River Remediation		
			Lubbock, TX		
			\$2,688.65		
Items	Quantity Required (+/-)	UOM	Location		
			Total Cost		
			Unit Price	Total Cost	
#0-24	Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	1001-2500	per Square Plan Foot	8.50	8.50
#0-25	Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	>2500	per Square Plan Foot	6.10	6.10
#0-26	Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, greater than 15' AFF but less than 30' AFF	1-1000	per Square Plan Foot	18.00	18.00
#0-27	Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Plan Foot	11.20	11.20
#0-28	Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, greater than 15' AFF but less than 30' AFF	>2500	per Square Plan Foot	7.10	7.10
#0-29	Remove asbestos-containing or asbestos-contaminated exterior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	1-1000	per Square Plan Foot	12.00	12.00
#0-30	Remove asbestos-containing or asbestos-contaminated exterior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	1001-2500	per Square Plan Foot	6.40	6.40
#0-31	Remove asbestos-containing or asbestos-contaminated exterior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	>2500	per Square Plan Foot	5.10	5.10
#0-32	Remove asbestos-containing or asbestos-contaminated exterior plaster ceiling or soffit plaster/stucco system, greater than 15' AFF but less than 30' AFF	1-1000	per Square Plan Foot	18.00	18.00
#0-33	Remove asbestos-containing or asbestos-contaminated exterior plaster ceiling or soffit plaster/stucco system, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Plan Foot	12.80	12.80
#0-34	Remove asbestos-containing or asbestos-contaminated exterior plaster ceiling or soffit plaster/stucco system, greater than 15' AFF but less than 30' AFF	>2500	per Square Plan Foot	9.50	9.50
#0-35	Remove asbestos-containing interior wall plaster/stucco, up to 15' in height AFF	1-1000	per Square Foot	9.20	9.20
#0-36	Remove asbestos-containing interior wall plaster/stucco, up to 15' in height AFF	1001-2500	per Square Foot	7.80	7.80
#0-37	Remove asbestos-containing interior wall plaster/stucco, up to 15' in height AFF	>2500	per Square Foot	7.00	7.00
#0-38	Remove asbestos-containing interior wall plaster/stucco, greater than 15' AFF but less than 30' AFF	1-1000	per Square Foot	14.75	14.75
#0-39	Remove asbestos-containing interior wall plaster/stucco, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Foot	10.70	10.70
#0-40	Remove asbestos-containing interior wall plaster/stucco, greater than 15' AFF but less than 30' AFF	>2500	per Square Foot	9.80	9.80
#0-41	Remove asbestos-containing exterior wall plaster/stucco, up to 15' in height AFF	1-1000	per Square Foot	8.50	8.50
#0-42	Remove asbestos-containing exterior wall plaster/stucco, up to 15' in height AFF	1001-2500	per Square Foot	7.42	7.42
#0-43	Remove asbestos-containing exterior wall plaster/stucco, up to 15' in height AFF	>2500	per Square Foot	6.50	6.50

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Items					
#0-44	Remove asbestos-containing exterior wall plaster/stucco, greater than 15' AFF but less than 30' AFF	1-1000	per Square Foot	14.50	14.50
#0-45	Remove asbestos-containing exterior wall plaster/stucco, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Foot	13.75	13.75
#0-46	Remove asbestos-containing exterior wall plaster/stucco, greater than 15' AFF but less than 30' AFF	>2500	per Square Foot	7.60	7.60
#0-47	Remove asbestos-containing spray-applied ceiling texture, up to 15' AFF	1-1000	per Square Plan Foot	5.50	5.50
#0-48	Remove asbestos-containing spray-applied ceiling texture, up to 15' AFF	1001-2500	per Square Plan Foot	2.20	2.20
#0-49	Remove asbestos-containing spray-applied ceiling texture, up to 15' AFF	>2500	per Square Plan Foot	1.90	1.90
#0-50	Remove asbestos-containing spray-applied ceiling texture, greater than 15' AFF but less than 30' AFF	1-1000	per Square Plan Foot	6.00	6.00
#0-51	Remove asbestos-containing spray-applied ceiling texture, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Plan Foot	2.60	2.60
#0-52	Remove asbestos-containing spray-applied ceiling texture, greater than 15' AFF but less than 30' AFF	>2500	per Square Plan Foot	2.05	2.05
#0-53	Remove interior ceramic wall tile with asbestos-containing mortar, bedding or mastic, up to 15' in height AFF	1-1000	per Square Foot	5.50	5.50
#0-54	Remove interior ceramic wall tile with asbestos-containing mortar, bedding or mastic, up to 15' in height AFF	1001-2500	per Square Foot	2.90	2.90
#0-55	Remove interior ceramic wall tile with asbestos-containing mortar, bedding or mastic, up to 15' in height AFF	>2500	per Square Foot	2.00	2.00
#0-56	Remove interior ceramic wall tile with asbestos-containing mortar, bedding or mastic, greater than 15' in height AFF but less than 30' AFF	1-1000	per Square Foot	6.50	6.50
#0-57	Remove interior ceramic wall tile with asbestos-containing mortar, bedding or mastic, greater than 15' in height AFF but less than 30' AFF	1001-2500	per Square Foot	3.20	3.20
#0-58	Remove interior ceramic wall tile with asbestos-containing mortar, bedding or mastic, greater than 15' in height AFF but less than 30' AFF	>2500	per Square Foot	2.10	2.10
#0-59	Remove exterior ceramic wall tile with asbestos-containing mortar, bedding or mastic, up to 15' in height AFF	1-1000	per Square Foot	4.50	4.50
#0-60	Remove exterior ceramic wall tile with asbestos-containing mortar, bedding or mastic, up to 15' in height AFF	1001-2500	per Square Foot	2.25	2.25
#0-61	Remove exterior ceramic wall tile with asbestos-containing mortar, bedding or mastic, up to 15' in height AFF	>2500	per Square Foot	2.00	2.00
#0-62	Remove exterior ceramic wall tile with asbestos-containing mortar, bedding or mastic, greater than 15' AFF but less than 30' AFF	1-1000	per Square Foot	5.50	5.50
#0-63	Remove exterior ceramic wall tile with asbestos-containing mortar, bedding or mastic, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Foot	3.25	3.25

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			Total Cost		
			Unit Price	Total Cost	
#0-64	Remove exterior ceramic wall tile with asbestos-containing mortar, bedding or mastic, greater than 15' AFF but less than 30' AFF	>2500	per Square Foot	2.50	2.50
#0-65	Remove interior ceramic floor tile with asbestos-containing mortar, bedding and mastic	1-1000	per Square Foot	14.00	14.00
#0-66	Remove interior ceramic floor tile with asbestos-containing mortar, bedding and mastic	1001-2500	per Square Foot	5.12	5.12
#0-67	Remove interior ceramic floor tile with asbestos-containing mortar, bedding and mastic	>2500	per Square Foot	3.50	3.50
#0-68	Remove exterior ceramic floor tile with asbestos-containing mortar, bedding and mastic	1-1000	per Square Foot	10.00	10.00
#0-69	Remove exterior ceramic floor tile with asbestos-containing mortar, bedding and mastic	1001-2500	per Square Foot	3.50	3.50
#0-70	Remove exterior ceramic floor tile with asbestos-containing mortar, bedding and mastic	>2500	per Square Foot	3.00	3.00
#0-71	Remove interior asbestos-containing CMU "block filler", up to 15' in height AFF	1-1000	per Square Foot	13.00	13.00
#0-72	Remove interior asbestos-containing CMU "block filler", up to 15' in height AFF	1001-2500	per Square Foot	11.00	11.00
#0-73	Remove interior asbestos-containing CMU "block filler", up to 15' in height AFF	>2500	per Square Foot	8.00	8.00
#0-74	Remove interior asbestos-containing CMU "block filler", greater in height than 15' AFF but less than 30' AFF	1-1000	per Square Foot	15.00	15.00
#0-75	Remove interior asbestos-containing CMU "block filler", greater in height than 15' AFF but less than 30' AFF	1001-2500	per Square Foot	13.00	13.00
#0-76	Remove interior asbestos-containing CMU "block filler", greater in height than 15' AFF but less than 30' AFF	>2500	per Square Foot	10.00	10.00
#0-77	Remove exterior asbestos-containing CMU "block filler", up to 15' in height AFF	1-1000	per Square Foot	11.00	11.00
#0-78	Remove exterior asbestos-containing CMU "block filler", up to 15' in height AFF	1001-2500	per Square Foot	9.00	9.00
#0-79	Remove exterior asbestos-containing CMU "block filler", up to 15' in height AFF	>2500	per Square Foot	7.00	7.00
#0-80	Remove exterior asbestos-containing CMU "block filler", greater in height than 15' AFF but less than 30' AFF	1-1000	per Square Foot	13.00	13.00
#0-81	Remove exterior asbestos-containing CMU "block filler", greater in height than 15' AFF but less than 30' AFF	1001-2500	per Square Foot	11.00	11.00
#0-82	Remove exterior asbestos-containing CMU "block filler", greater in height than 15' AFF but less than 30' AFF	>2500	per Square Foot	9.00	9.00
#0-83	Remove acoustic ceiling tile adhered with asbestos-containing mastic, up to 15' AFF	1-1000	per Square Foot	2.75	2.75
#0-84	Remove acoustic ceiling tile adhered with asbestos-containing mastic, up to 15' AFF	1001-2500	per Square Foot	2.45	2.45
#0-85	Remove acoustic ceiling tile adhered with asbestos-containing mastic, up to 15' AFF	>2500	per Square Foot	2.25	2.25
#0-86	Remove acoustic ceiling tile adhered with asbestos-containing mastic, greater than 15' AFF but less than 30' AFF	1-1000	per Square Foot	2.95	2.95
#0-87	Remove acoustic ceiling tile adhered with asbestos-containing mastic, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Foot	2.65	2.65

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Items				Unit Price	Total Cost
#0-88	Remove acoustic ceiling tile adhered with asbestos-containing mastic, greater than 15' AFF but less than 30' AFF	>2500	per Square Foot	2.45	2.45
#0-89	Remove interior asbestos-containing insulation on exposed pipe, up to 15' AFF	1-1000	per Linear Foot	12.00	12.00
#0-90	Remove interior asbestos-containing insulation on exposed pipe, up to 15' AFF	1001-2500	per Linear Foot	12.00	12.00
#0-91	Remove interior asbestos-containing insulation on exposed pipe, up to 15' AFF	>2500	per Linear Foot	12.00	12.00
#0-92	Remove interior asbestos-containing insulation on exposed pipe, higher than 15' AFF but less than 30' AFF	1-1000	per Linear Foot	15.00	15.00
#0-93	Remove interior asbestos-containing insulation on exposed pipe, higher than 15' AFF but less than 30' AFF	1001-2500	per Linear Foot	15.00	15.00
#0-94	Remove interior asbestos-containing insulation on exposed pipe, higher than 15' AFF but less than 30' AFF	>2500	per Linear Foot	15.00	15.00
#0-95	Remove asbestos-containing insulation on pipe in ceilings, restroom chases, building chases and other interior locations, up to 15' AFF	1-1000	per Linear Foot	12.00	12.00
#0-96	Remove asbestos-containing insulation on pipe in ceilings, restroom chases, building chases and other interior locations, up to 15' AFF	1001-2500	per Linear Foot	12.00	12.00
#0-97	Remove asbestos-containing insulation on pipe in ceilings, restroom chases, building chases and other interior locations, up to 15' AFF	>2500	per Linear Foot	12.00	12.00
#0-98	Remove asbestos-containing insulation on pipe in ceilings, restroom chases, building chases and other interior locations, higher than 15' AFF but less than 30' AFF	1-1000	per Linear Foot	15.00	15.00
#0-99	Remove asbestos-containing insulation on pipe in ceilings, restroom chases, building chases and other interior locations, higher than 15' AFF but less than 30' AFF	1001-2500	per Linear Foot	15.00	15.00
#0-100	Remove asbestos-containing insulation on pipe in ceilings, restroom chases, building chases and other interior locations, higher than 15' AFF but less than 30' AFF	>2500	per Linear Foot	15.00	15.00
#0-101	Remove asbestos-containing insulation on piping on the roof or otherwise outside the building	1-1000	per Linear Foot	12.00	12.00
#0-102	Remove asbestos-containing insulation on piping on the roof or otherwise outside the building	1001-2500	per Linear Foot	10.00	10.00
#0-103	Remove asbestos-containing insulation on piping on the roof or otherwise outside the building	>2500	per Linear Foot	\$10	10.00
#0-104	Remove residual asbestos-containing sealant on interior concrete surfaces, saddles, hangers, and other structural and non-structural items, up to 15' AFF	1-1000	per Square Plan Foot	10.00	10.00
#0-105	Remove residual asbestos-containing sealant on interior concrete surfaces, saddles, hangers, and other structural and non-structural items, up to 15' AFF	1001-2500	per Square Plan Foot	9.00	9.00
#0-106	Remove residual asbestos-containing sealant on interior concrete surfaces, saddles, hangers, and other structural and non-structural items, up to 15' AFF	>2500	per Square Plan Foot	8.00	8.00

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#0-107 Remove residual asbestos-containing sealant on interior concrete surfaces, saddles, hangers, and other structural and non-structural items, greater than 15' AFF but less than 30' AFF	1-1000	per Square Plan Foot	12.00	12.00
#0-108 Remove residual asbestos-containing sealant on interior concrete surfaces, saddles, hangers, and other structural and non-structural items, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Plan Foot	11.00	11.00
#0-109 Remove residual asbestos-containing sealant on interior concrete surfaces, saddles, hangers, and other structural and non-structural items, greater than 15' AFF but less than 30' AFF	>2500	per Square Plan Foot	10.50	10.50
#0-110 Remove interior asbestos-containing sealant on non-asbestos-containing duct insulation (including removal of sealant from hangers, saddles, supports, etc.), up to 15' AFF	1-1000	per Linear Foot of Sealant	14.00	14.00
#0-111 Remove interior asbestos-containing sealant on non-asbestos-containing duct insulation (including removal of sealant from hangers, saddles, supports, etc.), up to 15' AFF	1001-2500	per Linear Foot of Sealant	13.00	13.00
#0-112 Remove interior asbestos-containing sealant on non-asbestos-containing duct insulation (including removal of sealant from hangers, saddles, supports, etc.), up to 15' AFF	>2500	per Linear Foot of Sealant	12.00	12.00
#0-113 Remove interior asbestos-containing sealant on non-asbestos-containing duct insulation (including removal of sealant from hangers, saddles, supports, etc.), greater than 15' AFF but less than 30' AFF	1-1000	per Linear Foot of Sealant	15.00	15.00
#0-114 Remove interior asbestos-containing sealant on non-asbestos-containing duct insulation (including removal of sealant from hangers, saddles, supports, etc.), greater than 15' AFF but less than 30' AFF	1001-2500	per Linear Foot of Sealant	14.00	14.00
#0-115 Remove interior asbestos-containing sealant on non-asbestos-containing duct insulation (including removal of sealant from hangers, saddles, supports, etc.), greater than 15' AFF but less than 30' AFF	>2500	per Linear Foot of Sealant	13.00	13.00
#0-116 Remove asbestos-containing sealant on interior sheet metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., up to 15' AFF	1-1000	per Square Foot of Sealant	18.00	18.00
#0-117 Remove asbestos-containing sealant on interior sheet metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., up to 15' AFF	1001-2500	per Square Foot of Sealant	18.00	18.00
#0-118 Remove asbestos-containing sealant on interior sheet metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., up to 15' AFF	>2500	per Square Foot of Sealant	18.00	18.00

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#0-119 Remove asbestos-containing sealant on interior sheet metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., higher than 15' AFF but less than 30' AFF	1-1000	per Square Foot of Sealant	20.00	20.00
#0-120 Remove asbestos-containing sealant on interior sheet metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., higher than 15' AFF but less than 30' AFF	1001-2500	per Square Foot of Sealant	20.00	20.00
#0-121 Remove asbestos-containing sealant on interior sheet metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., higher than 15' AFF but less than 30' AFF	>2500	per Square Foot of Sealant	20.00	20.00
#0-122 Remove asbestos-containing sealant on exterior metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., on the roof or otherwise outside the building	1-1000	per Square Foot of Sealant	10.00	10.00
#0-123 Remove asbestos-containing sealant on exterior metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., on the roof or otherwise outside the building	1001-2500	per Square Foot of Sealant	9.00	9.00
#0-124 Remove asbestos-containing sealant on exterior metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., on the roof or otherwise outside the building	>2500	per Square Foot of Sealant	8.00	8.00
#0-125 Remove asbestos-containing insulation on tanks and equipment inside the building	1-1000	per Square Foot	11.00	11.00
#0-126 Remove asbestos-containing insulation on tanks and equipment inside the building	1001-2500	per Square Foot	10.00	10.00
#0-127 Remove asbestos-containing insulation on tanks and equipment inside the building	>2500	per Square Foot	8.00	8.00
#0-128 Remove asbestos-containing insulation on tanks and equipment on the roof or otherwise outside the building	1-1000	per Square Foot	10.00	10.00
#0-129 Remove asbestos-containing insulation on tanks and equipment on the roof or otherwise outside the building	1001-2500	per Square Foot	9.00	9.00
#0-130 Remove asbestos-containing insulation on tanks and equipment on the roof or otherwise outside the building	>2500	per Square Foot	8.00	8.00
#0-131 Remove asbestos-containing sealant on non-asbestos-containing tank or equipment insulation inside the building	1-1000	per Square Foot	12.00	12.00
#0-132 Remove asbestos-containing sealant on non-asbestos-containing tank or equipment insulation inside the building	1001-2500	per Square Foot	10.00	10.00
#0-133 Remove asbestos-containing sealant on non-asbestos-containing tank or equipment insulation inside the building	>2500	per Square Foot	8.00	8.00
#0-134 Remove asbestos-containing sealant on non-asbestos-containing tank or equipment insulation on the roof or otherwise outside the building	1-1000	per Square Foot	10.00	10.00

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#0-135 Remove asbestos-containing sealant on non-asbestos-containing tank or equipment insulation on the roof or otherwise outside the building	1001-2500	per Square Foot	9.00	9.00
#0-136 Remove asbestos-containing sealant on non-asbestos-containing tank or equipment insulation on the roof or otherwise outside the building	>2500	per Square Foot	8.00	8.00
#0-137 Remove ceiling- and wall-mounted light fixtures with asbestos-containing insulation liners	1-10	Each	27.50	27.50
#0-138 Remove ceiling- and wall-mounted light fixtures with asbestos-containing insulation liners	11-25	Each	22.50	22.50
#0-139 Remove ceiling- and wall-mounted light fixtures with asbestos-containing insulation liners	>25	Each	20.00	20.00
#0-140 Remove wall paneling with asbestos-containing mastic (including removal of mastic from substrate)	1-1000	per Square Foot	10.00	10.00
#0-141 Remove wall paneling with asbestos-containing mastic (including removal of mastic from substrate)	1001-2500	per Square Foot	9.00	9.00
#0-142 Remove wall paneling with asbestos-containing mastic (including removal of mastic from substrate)	>2500	per Square Foot	8.00	8.00
#0-143 Remove mirrors with asbestos-containing mastic (including removal of mastic from substrate)	1-25	per Square Foot	12.00	12.00
#0-144 Remove mirrors with asbestos-containing mastic (including removal of mastic from substrate)	26-100	per Square Foot	11.00	11.00
#0-145 Remove mirrors with asbestos-containing mastic (including removal of mastic from substrate)	>100	per Square Foot	10.00	10.00
#0-146 Remove asbestos-containing and non-asbestos-containing floor tile and asbestos-containing mastic	1-1000	per Square Foot	2.75	2.75
#0-147 Remove asbestos-containing and non-asbestos-containing floor tile and asbestos-containing mastic	1001-2500	per Square Foot	2.50	2.50
#0-148 Remove asbestos-containing and non-asbestos-containing floor tile and asbestos-containing mastic	>2500	per Square Foot	2.25	2.25
#0-149 Remove asbestos-containing and non-asbestos-containing floor tile and asbestos-containing mastic using RFCI procedures	1	per Square Foot	3.50	3.50
#0-150 Remove asbestos-containing floor tile with non-asbestos-containing mastic using RFCI procedures	1	per Square Foot	3.50	3.50
#0-151 Remove asbestos-containing and non-asbestos-containing cove base with asbestos-containing mastic (including removal of mastic from substrate)	1-1000	per Linear Foot	2.75	2.75
#0-152 Remove asbestos-containing and non-asbestos-containing cove base with asbestos-containing mastic (including removal of mastic from substrate)	1001-2500	per Linear Foot	2.50	2.50
#0-153 Remove asbestos-containing and non-asbestos-containing cove base with asbestos-containing mastic (including removal of mastic from substrate)	>2500	per Linear Foot	2.50	2.50
#0-154 Remove asbestos-containing and non-asbestos-containing stair tread material with asbestos-containing mastic (including removal of mastic from substrate)	1-1000	per Linear Foot	3.00	3.00
#0-155 Remove asbestos-containing and non-asbestos-containing stair tread material with asbestos-containing mastic (including removal of mastic from substrate)	1001-2500	per Linear Foot	2.75	2.75
#0-156 Remove asbestos-containing and non-asbestos-containing stair tread material with asbestos-containing mastic (including removal of mastic from substrate)	>2500	per Linear Foot	2.50	2.50

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#0-157 Remove window frame with interior asbestos-containing window glazing compound and caulk/sealant (including removal of asbestos-containing residue from substrate)	1	Each	110.00	110.00
#0-158 Remove window frame with exterior asbestos-containing window glazing compound and caulk/sealant (including removal of asbestos-containing residue from substrate)	1	Each	55.00	55.00
#0-159 Remove window frame with interior and exterior asbestos-containing window glazing compound and caulk/sealant (including removal of asbestos-containing residue from substrate)	1	Each	110.00	110.00
#0-160 Remove door frame with asbestos-containing interior frame caulk/sealant (including removal of asbestos-containing residue from substrate)	1	Each	\$ 55.00	\$ 55.00
#0-161 Remove door frame with asbestos-containing exterior frame caulk/sealant (including removal of asbestos-containing residue from substrate)	1	Each	\$ 55.00	\$ 55.00
#0-162 Remove asbestos-containing concrete floor sealant	1-1000	per Square Foot	15.00	15.00
#0-163 Remove asbestos-containing concrete floor sealant	1001-2500	per Square Foot	12.00	12.00
#0-164 Remove asbestos-containing concrete floor sealant	>2500	per Square Foot	10.00	10.00
#0-165 Remove asbestos-containing terrazzo flooring	1-1000	per Square Foot	15.00	15.00
#0-166 Remove asbestos-containing terrazzo flooring	1001-2500	per Square Foot	12.00	12.00
#0-167 Remove asbestos-containing terrazzo flooring	>2500	per Square Foot	5.00	5.00
#0-168 Remove asbestos-containing fire door	1	Each	55.00	55.00
#0-169 Remove asbestos-containing elevator doors	1	Each	55.00	55.00
#0-170 Remove exterior cement asbestos board building panels	1-1000	per Square Foot	3.00	3.00
#0-171 Remove exterior cement asbestos board building panels	1001-2500	per Square Foot	2.50	2.50
#0-172 Remove exterior cement asbestos board building panels	>2500	per Square Foot	2.25	2.25
#0-173 Remove interior cement asbestos board building panels	1-1000	per Square Foot	3.50	3.50
#0-174 Remove interior cement asbestos board building panels	1001-2500	per Square Foot	3.00	3.00
#0-175 Remove interior cement asbestos board building panels	>2500	per Square Foot	2.50	2.50
#0-176 Remove asbestos-containing roof flashing	1-1000	per Square Foot	8.00	8.00
#0-177 Remove asbestos-containing roof flashing	1001-2500	per Square Foot	7.00	7.00
#0-178 Remove asbestos-containing roof flashing	>2500	per Square Foot	6.00	6.00
#0-179 Remove asbestos-containing roofing felts	1-1000	per Square Foot	12.00	12.00
#0-180 Remove asbestos-containing roofing felts	1001-2500	per Square Foot	11.00	11.00
#0-181 Remove asbestos-containing roofing felts	>2500	per Square Foot	9.75	9.75
#0-182 Remove asbestos-containing roof mastic/cement	1-1000	per Square Foot	12.00	12.00
#0-183 Remove asbestos-containing roof mastic/cement	1001-2500	per Square Foot	11.00	11.00
#0-184 Remove asbestos-containing roof mastic/cement	>2500	per Square Foot	10.00	10.00
#0-185 Remove interior asbestos-containing expansion joint sealant	1-100	per Square Foot	10.00	10.00
#0-186 Remove interior asbestos-containing expansion joint sealant	101-250	per Square Foot	9.00	9.00
#0-187 Remove interior asbestos-containing expansion joint sealant	>250	per Square Foot	8.00	8.00
#0-188 Remove exterior asbestos-containing expansion joint sealant	1-100	per Square Foot	12.00	12.00
#0-189 Remove exterior asbestos-containing expansion joint sealant	101-250	per Square Foot	11.00	11.00
#0-190 Remove exterior asbestos-containing expansion joint sealant	>250	per Square Foot	10.00	10.00
#0-191 Remove exterior building waterproofing/sealant	1-100	per Square Foot	18.00	18.00
#0-192 Remove exterior building waterproofing/sealant	101-250	per Square Foot	15.00	15.00
#0-193 Remove exterior building waterproofing/sealant	>250	per Square Foot	12.00	12.00
#0-194 Remove concrete encased asbestos	1-100	per Square Foot	27.50	27.50

City of Lubbock
RFP 24-18143-YB
Asbestos Abatement Services
Price Proposal Sheet
BAFO


			Red River Remediation	
			Lubbock, TX	
			\$2,688.65	
Items	Quantity Required (+/-)	UOM	Location	
			Total Cost	
			Unit Price	Total Cost
#0-195 Remove concrete encased asbestos	101-250	per Square Foot	25.00	25.00
#0-196 Remove concrete encased asbestos	>250	per Square Foot	22.50	22.50
#0-197 Demolition required to access asbestos	1	per Square Foot	9.00	9.00
#0-198 Furniture moving	1	per Hour	32.00	32.00
#0-199 Emergency fiber release cleanup	1	per Square Foot	2.20	2.20
#0-200 Other abatement activity not noted in any above catagories	1	per Hour	No Bid	No Bid

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

Bo DeLavan

Print/Type Name

Red River Remediation

Company Name

Vice President

Title

07/30/2024

Date

1604 130th St. Suite 2

Address

Lubbock, Tx 79423

City, State Zip Code

Contact for questions, clarifications, etc.		
Name and Title:	Bo DeLavan	
Mailing Address:	1604 130th St. Suite 7	
City, State, Zip:	Lubbock, Tx 79423	
Telephone No:	806-445-2970	
Fax No:		
E-Mail:	bdelavan@redriverremediation.com	

INSURANCE REQUIREMENTS

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

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

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

Auto Liability Requirements: \$1M/occurrence is needed.

Commercial General Liability Requirements: \$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirement). Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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

Workers Compensation Requirements: 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 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. 18143 for Asbestos Abatement Services, by and between the City of Lubbock and 1 Priority Environmental Services, 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:

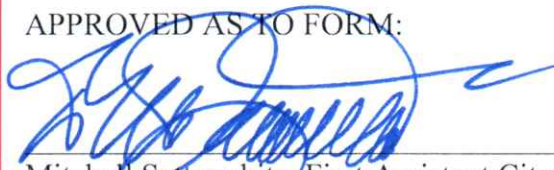
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-1 Priority Environmental Services, LLP
October 22, 2024

**City of Lubbock
Asbestos Abatement Services
Agreement**

This Service Agreement (this “Agreement”) is entered into as of the _____day of _____**2024** (“Effective Date”) by and between 1 Priority Environmental Services LLC (the Contractor), and the City of Lubbock (the “City”).

RECITALS

WHEREAS, the City has issued a Request for Proposals 24-18143-YB, **Asbestos Abatement Services** 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 **Asbestos Abatement Services**, upon terms and conditions maintained in this Agreement; and

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

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

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

Scope of Work

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

Article 1

- 1.1 The contract shall be for a term of one (1) year, with the option of four (4), one (1) 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.

-----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:

Mark Zavicar

Mark Zavicar, Director of Facilities
Management

APPROVED AS TO FORM

Mitch Satterwhite

Mitch Satterwhite, First Assistant City
Attorney

CONTRACTOR

BY:

Dan Oldham

Authorized Representative

DAN OLDHAM

Print Name

208 PARIS AVE

Address

Lubbock TX 79401

City, State, Zip Code

**City of Lubbock, TX
RFP 24-18143-YB
Asbestos Abatement Services**

GENERAL REQUIREMENTS

1. Intent

The City of Lubbock (hereinafter called “City”) is seeking proposals from interested Firms and individuals, (hereinafter called “bidder”) to provide Asbestos Abatement Services shall be provided on an “as needed” basis without a minimum quality of work specified. The City is interested in securing the most qualified firm/personnel to perform the required services. The City of Lubbock is seeking a contract for Asbestos Abatement 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. SCOPE OF WORK

PERSONNEL PROTECTION

- A. Prior to commencement of work, all workers shall be instructed by the Contractor, and shall be knowledgeable in the appropriate procedures for personnel protection and asbestos removal.
- B. Contractor acknowledges and agrees that he is solely responsible for enforcing worker protection requirements at least equal to those specified in this Section.
- C. Contractor shall provide workers with respiratory equipment approved by NIOSH and OSHA for the type of work being performed. Each worker shall be able to show, upon request, dated proof of fit testing performed by qualified personnel for the respirator being used.
- D. Where respirators with disposable filters are used, provide sufficient filters for replacement as necessary by the workers, or as required by applicable regulations.
- E. Provide respiratory protection as needed from the time of the first operation involving contact with asbestos-containing materials. Provide respiratory protection until the acceptance of final air test results by Consultant and the completion of containment removal:
 - 1. Provide a minimum of half-face dual cartridge respirators for workers during preparation phases of the work, providing no disturbance of the asbestos-containing material occurs.
 - 2. Provide a minimum of half-face dual cartridge respirators for workers during preparation phases of glove bag-type pipe insulation removal, window/louver unit removal, floor tile and mastic removal, fire door removal, fan-coil unit removal, and exterior caulking/sealant removal, except where these operations are performed in work areas concurrently with abatement activities requiring higher levels of respiratory protection as noted below.
 - 3. Provide a minimum of half-face dual cartridge respirators for workers during all phases of handling and disposal of containerized asbestos-containing waste materials.

4. Provide workers applying spray-applied plastic sheeting with stackable HEPA/ammonia cartridges as applicable.
 5. Provide workers using solvents with stackable HEPA/organic vapor cartridges as applicable.
 6. Provide a minimum of half-face dual cartridge respirators for workers during all phases of containment removal.
- F. Contractor shall be solely responsible for scheduling necessary air sampling by an independent testing laboratory for compliance of his respiratory protection with OSHA regulations. Contractor shall pay for all costs associated with such testing.
1. Personnel exposure samples collected by or for the Contractor shall be analyzed in accordance with the OSHA reference method (ORM) as detailed in 29 CFR 1926.1101, Appendix A.
 2. Ensure that personnel monitoring strategy employed will result in suitable samples for analysis.
 3. Arrange for analysis of personnel monitoring samples such that results of analysis are received no later than forty-eight hours following sample collection.
 4. Post the results of personnel exposure monitoring at job-site, upon receipt from laboratory.
- G. Permit no visitors, except for governmental inspectors having jurisdiction, in the work areas after commencement of asbestos disturbance or removal. Provide authorized visitors with suitable respirators and protective equipment.
- H. Provide workers with sufficient sets of protective disposable clothing, consisting of full body coveralls, head covers, gloves, and foot covers, of sizes to properly fit individual workers.
- I. Provide workers with rubber boots, hard hats, eye protection, hearing protection, and other protective equipment as needed.
- J. Leave reusable equipment, apparel and protection devices (excluding respirators) in the contaminated equipment room until the end of the asbestos abatement work, at which time such items shall be disposed of as contaminated waste or decontaminated for reuse.
- K. Provide authorized visitors with suitable protective disposable clothing, respiratory protection (including suitable replacement filters), headgear, eye protection, footwear and other protective equipment of sizes to properly fit visitors whenever they enter the work area.

2. SIGN-IN/OUT LOG

- A. Contractor shall maintain a sign-in/out log in the immediate vicinity of the clean room of the personnel decontamination units. Maintain sign-in/out logs from the time the first activity is performed until acceptance of the final air test results by the Consultant or Project Manager. Require each individual entering the work areas, including the Contractor's workers, Consultant, Project Manager, and City officials to sign in and out each time upon entering and leaving the work areas.
- B. Sign-in/out log shall indicate date, printed or typed name, signature, social security number, company or agency represented, and time entering and leaving the work areas.

3. ASBESTOS WASTE LOG

- A. Contractor shall maintain an asbestos waste log to be completed as asbestos-containing waste is removed from the work areas for transport and disposal.
- B. Asbestos waste log shall indicate date; description of waste included; number, size and type of waste containers, as applicable, removed from work areas; time of day; and signature of recorder.

4. TRAINING PROGRAM

- A. Provide a training program to instruct personnel on proper respirator use, hazards of asbestos exposure and OSHA asbestos regulations in accordance with the requirements of the model accreditation program (MAP) established by the EPA in Appendix C to 40 CFR 763 (E).
- B. The Contractor shall provide a training program as often as necessary to train all employees to be utilized on the project. No worker shall be utilized on any portion of the Work until training documentation has been reviewed and accepted by the Consultant or Project Manager.

5. GENERAL – ALL JOBS

- A. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.
- B. Contractor's Asbestos Abatement Supervisors shall remain on the job site and in immediate contact with those under their supervision during all periods of asbestos abatement activity.
- C. During any period of actual abatement of asbestos, an abatement supervisor shall be stationed within the containment area at least 25% of the time for the purpose of supervising the progress of the abatement work.
- D. All licensed supervisors are responsible for respirator fit testing, personal protection of the workers, safety, security and control of access at the job site.
- E. Supervisors shall also require that operations at the asbestos job site cease whenever hazardous or unlawful situations are detected, so as to effect a remedy.
- F. Contractor's employees shall be fully clothed at all times (shirt, pants and shoes). Sandals or other open toe shoes shall not be allowed.
- G. The Owner will specify locations for water and electrical hook up at the time of mobilization.
- H. Contractor's employees shall be restricted to the immediate work area at all times.
- I. Contractor's dumpster for disposal of asbestos waste must be kept locked. Location of the dumpster must be coordinated with the Owner.
- J. Fire Safety. At least one fire extinguisher with a minimum National Fire Protection Association rating of 10BC (dry chemical) shall be placed for every 1,000 square feet, or fraction, of containment area.
- K. Electrical Safety. Ground-fault circuit interrupter (GFCI) units shall be installed on all electrical circuits used within the regulated and containment areas.
- L. Air Monitoring. Air monitoring shall include personal samples according to 40 CFR Part 763, Subpart G or

29 CFR §1926.1101, baseline sampling, area sampling, and clearance sampling according to §295.58(i). In a public building, a minimum of three baseline sample (minimum volume of 1250 liters) for analysis by PCM must be collected under normal building conditions prior to the disturbance of ACM as part of any abatement activity. Ambient air samples during the project must also be collected for analysis by PCM. All project activities shall be cleared by using aggressive air sampling. For all projects, samples may be collected and analyzed by NIOSH 7400 protocol, counting rules A, Phase-contrast Microscopy (PCM) as amended. Clearance samples shall be collected at a rate of at least 0.5 less than 16 liters per minute on 0.8 micron MCE filters in conducting cassettes with extension cowls. Minimum sample volume will be 1,250 liters. Clearance will be achieved if no sample is reported greater than 0.01 f/cc by the analysis report from the licensed laboratory. Asbestos Hazard Emergency Response Act (AHERA) protocol will be used in schools.

- M. Contractor shall also meet the specific safety requirements mentioned in the pre-construction meeting.
- N. Contractor, transporter and disposal site shall meet the licensing and registration requirements of the Texas Department of State Health Service's, Texas Asbestos Health Protection Rules.
- O. A licensed asbestos abatement contractor shall perform all work at night or times when tenants are not present in the work area.
- P. The contractor shall provide the Owner with a work plan including location of decontamination facilities, work location of negative air machines and other equipment, and a schedule of the work.
- Q. The contractor is responsible for meeting all federal, state, and local laws and regulation, including but not limited to OSHA, EPA, and DSHS requirements. The contractor is responsible for his own OSHA air monitoring. A third party consultant hired by the Owner will provide on-site and clearance monitoring.

6. DOCUMENTS

- A. The following documents shall be posted in a conspicuous spot at the entrance to the regulated area and must not be covered by any other documents:
 - 1. The asbestos information poster issued by the DSHS; and
 - 2. Copies of any violations issued by the federal or state asbestos-regulating authorities within the preceding 12 months from any asbestos project.
- B. Documents required to be on-site are as follows:
 - 1. EPA "Green Book" for O&M work;
 - 2. 40 CFR Part 61, Subpart M, titles "National Emissions Standards for Hazardous Air Pollutants (NESHAP), November 20, 1990;
 - 3. 29 CFR 1926.1101, titles, "Occupational Exposure to Asbestos, Tremolite, Anthophyllite, October 11, 1994;
 - 4. 29 CFR 1910.134, titled, "Occupational Health Standards for A Respiratory Protection Program", October 11, 1994; and
 - 5. Texas Department of State Health Service's, Division of Occupational Health, Texas Asbestos Health Protection Rules, September 22, 1994.

- C. Tape - Shall be glass fiber or other type capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces under both dry and wet conditions.
- D. Surfactant (wetting agent)- shall consist of a mixture of “Dust-Set Amended Water Base” (Matheson Chemical Corporation), or approved equivalent, and water, mixed to manufacture’s specifications.
- E. Sealant (encapsulant) – Shall be manufactured by reputable, established manufacturer of encapsulant/sealant materials and be approved specifically for use in asbestos contaminated environments. It is the responsibility of the Contractor to determine compatibility of the sealant with the materials and existing conditions.
- F. Impermeable Containers – Shall be suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site and shall be labeled in accordance with applicable regulations. Containers shall be both air and watertight. Two types of impermeable containers:
 - 1. Metal, rigid plastic or fiber barrels with independent tightly fitting lids, lined with six-mil plastic sheeting or bags.
 - 2. Appropriately labeled six-mil plastic bags sized to fit within the lined barrels.
- G. Warning Labels and Signs –Shall be as required by the Texas Department of State Health Service’s and OSHA 29 CFR 1926.1101 and posted in both English and Spanish.
- H. Solvents – If used for flooring or other mastic removal, shall demonstrate a flash point of at least 140 degrees F., as appropriately determined, and must be approved by the Consultant or Project Manager prior to bringing it on-site.
- I. Other Materials – Provide all other materials, such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination systems and the barriers that isolate the work areas.

7. TOOLS AND EQUIPMENT

- A. Provide suitable tools for asbestos-containing material removal.
 - 1. Water sprayers – Utilize airless or other low-pressure sprayers for amended water application. Pressure washers or sprayers may not be used.
 - 2. Airless sprayer – Use airless sprayer of sufficient capacity to apply spray-applied plastic sheeting or encapsulant in accordance with manufacturer’s recommendations.
 - 3. Air purifying equipment (for internal recirculation in the work area) – Shall include HEPA filtration systems and insure that no internal air movement system or purification equipment exhausts contaminated air from inside the work area into uncontaminated areas.
 - 4. Scaffolding and ladders – shall be as required to accomplish the specified work and shall meet applicable safety regulations.
 - 5. Temporary lighting – Shall be suitable for use in wet environments.
 - 6. Transportation – As required for loading, temporary storage, transit and unloading of contaminated waste without exposure to persons or property. Use only enclosed dumpsters, trailers or other transports to haul waste containers to prevent loss or damage of containers in route to landfill.

REMOVAL OF ASBESTOS-CONTAINING MATERIAL AND DEBRIS

- A. Remove and properly dispose of all asbestos-containing materials indicated to be removed by the Contract Documents in accordance with federal, state, and local laws and regulations or as more stringently specified herein.
- B. During any period of actual abatement of asbestos, an abatement supervisor shall be stationed within the containment area at least 25% of the time for the purpose of supervising the progress of the abatement work.
 - 1. Maintain a sign in/out log, as specified previously in this section, in the immediate area of the change room to be signed by every person each time upon entering and leaving work areas.
- C. Place in work areas at least one fire extinguisher with a minimum NFPA rating of 10BC (dry chemical) for every 1000 square feet, or fraction, of work area for the duration of abatement and subsequent cleaning activities. Place at least one similar fire extinguisher in vicinity of change room.
 - 1. Exterior Preparation.
 - 2. Restrict access to exterior grounds immediately adjacent to work areas by barrier tape or similar means.
 - 3. Place appropriate warning signs, in English and Spanish, on at least every other window/door opening.
 - 4. Thoroughly wet asbestos-containing materials and debris to be removed prior to stripping or tooling to reduce fiber dispersal into the air. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for water to penetrate material thoroughly. Spray material repeatedly during the work process to maintain a continuously wet condition.
 - 5. Remove the saturated asbestos-containing materials and debris in small sections. Do not allow materials to dry out. As removed, place in barrels, double wrap or bag the materials in sealable plastic bags, six-mil minimum thickness, and place in containers for transport, labeled with the appropriate wording.
 - 6. Provide general clean-up of work areas concurrent with the removal of all asbestos-containing materials and debris. Do not permit accumulation of debris.
 - 7. After removal of asbestos-containing materials and debris, all surfaces in the work area shall be wet-cleaned to remove residual accumulated material. Continue wet cleaning until all surfaces are free of visible dust, dirt and debris.

8. CLEAN UP AND CLEARANCE TESTING

- A. Provide general clean-up of work areas concurrent with the removal activities. Do not permit accumulation of debris on work area.
- B. Standard of cleaning for Final Clearance: Consider contained work areas and all other decontaminated and cleaned areas clean when:
 - 1. Surfaces are free from dust, dirt, residue, and debris from abatement operations or other activities subordinate to these operations.
 - 2. Consultant has approved level of cleanliness.
 - 3. Air testing performed by Consultant indicates that the air in the contained/enclosed work areas is acceptable,

as specified in this section.

DISPOSAL OF ASBESTOS-CONTAMINATED WASTE

- A. All asbestos abatement waste shall be transported to and disposed of at approved landfills.
- B. Asbestos-containing waste and debris shall be transported to the landfill double wrapped, double bagged, or in properly lined barrels. Removed debris, pipe insulation, used cleaning tools, towels, protective suits, used plastic sheeting and spray-applied plastic sheeting shall be treated as asbestos-containing waste materials.
- C. Temporary storage of asbestos wastes outside the work areas may be utilized only if the proposed area(s) are lined with at least two layers of six-mil plastic sheeting, individually applied, and appropriate warnings are posted. Submit proposed location and procedures for temporary waste storage to the Owner prior to initiating use.
- D. Remove sealed and labeled containers of asbestos-containing material and waste and transport them for disposal to the specified landfill as follows.
 - 1. Line dumpster, trailer or other waste transport with at least two layers of six-mil plastic sheeting, individually applied. Plastic sheeting used to line waste transport containers need not be flame retardant.
 - 2. Notify the Consultant or Project Manager prior to removing each trailer or other waste transport from the project site.
 - 3. Asbestos-containing waste material shall be treated, packaged, labeled, transported, and disposed of in accordance with 29 CFR 1926.1101 (OSHA), 40 CFR 61.150 (EPA) and 49 CFR 107 et al., (DOT).
 - 4. Asbestos waste transport shall be limited to approved routes for transport of hazardous materials. Ensure that there are no visible emissions to the outside air from site where materials and waste are deposited.
 - 5. Notify the Consultant or Project Manager immediately of any spill or similar incident involving the transport and disposal of asbestos wastes.
- E. Alternative methods of transporting asbestos-containing debris will be considered by the Consultant. Do not use alternative methods until reviewed and accepted by the Consultant.

9. FIELD QUALITY CONTROL

- A. The Consultant or Project Manager shall conduct area air monitoring prior to, throughout, and following preparation, removal and cleaning operations.
 - 1. All phase contrast microscopy (PCM) area air samples collected by the Consultant or Project Manager will be analyzed in general accordance with the procedures outlined in the National Institute for Occupational Safety and Health (NIOSH) 7400 Method and also will follow guidelines issued by EPA regarding detection limits. Owner and Consultant reserve the right to analyze air samples by transmission electron microscopy (TEM).
 - 2. Background prevalent level air samples, collected on media for analysis by phase contrast microscopy, will be obtained from representative areas immediately prior to the start of the project and will be analyzed.
 - 3. Background prevalent level air samples, collected on media for analysis by transmission electron microscopy, will, when deemed necessary by the Consultant, be obtained from representative areas immediately prior to

the start of the project and will be held for future analysis at the discretion of the Consultant.

4. Area air samples will be collected both inside and outside of work areas. The Contractor is cautioned, however, that should interpretations be made, opinions be formed and conclusions be drawn as a result of examining the test results, these interpretations, opinions and conclusions will be those made, formed and drawn solely by the Contractor.
5. All samples must meet specified clearance levels for the area being tested to be considered clean. Results of PCM air sample analysis shall be reported as the 95 percent upper confidence limit (UCL).
 - A. Final clearance air samples will be of at least 1250 liters of air, collected at a flow rate of at least 0.5 to less than 16 liters per minute on 0.8 micron MCE filters in conducting cassettes with extension cowl.
 - B. Contractor shall wet-clean and HEPA-vacuum areas outside the contained work areas in which elevated airborne fiber concentrations are detected. Indicated airborne fiber concentrations above 0.01 f/cc, or ambient prevalent levels, will be considered elevated airborne fiber concentrations.
 - C. Visual observations will be made by the Consultant or Project Manager after final clean-up and demobilization to determine the presence of visible dust, dirt, debris and abatement refuse indicative of improper cleaning and decontamination proceed.
 - D. Written and electronic copies of final documentation on all projects

City of Lubbock
RFP 24-18143-YB
Asbestos Abatement Services
Price Proposal Sheet
BAFO

**1 Priority Environmental
Services LLC**

			Location		
			Total Cost	Lubbock, TX	
				\$6,609.00	
	Items	Quantity Required (+/-)	UOM	Unit Price	Total Cost
#0-1	Mobilization and Project Set Up	1	Job	900.00	900.00
#0-2	Remove asbestos-containing fireproofing on the building's interior structural members (including overspray on both structural and non-structural building components)	1-1000	per Plan Square Foot	23.00	23.00
#0-3	Remove asbestos-containing fireproofing on the building's interior structural members (including overspray on both structural and non-structural building components)	1001-2500	per Plan Square Foot	7.00	7.00
#0-4	Remove asbestos-containing fireproofing on the building's interior structural members (including overspray on both structural and non-structural building components)	>2500	per Plan Square Foot	7.00	7.00
#0-5	Remove asbestos-containing fireproofing on the building's exterior structural members (including overspray on both structural and non-structural building components)	1-1000	per Plan Square Foot	19.00	19.00
#0-6	Remove asbestos-containing fireproofing on the building's exterior structural members (including overspray on both structural and non-structural building components)	1001-2500	per Plan Square Foot	5.00	5.00
#0-7	Remove asbestos-containing fireproofing on the building's exterior structural members (including overspray on both structural and non-structural building components)	>2500	per Plan Square Foot	5.00	5.00
#0-8	Remove asbestos-containing acoustic ceiling tile	1-1000	per Square Foot	11.00	11.00
#0-9	Remove asbestos-containing acoustic ceiling tile	1001-2500	per Square Foot	4.00	4.00
#0-10	Remove asbestos-containing acoustic ceiling tile	>2500	per Square Foot	4.00	4.00
#0-11	Remove asbestos-containing or asbestos-contaminated gypsum board ceiling system, no higher than 15' AFF	1-1000	per Square Plan Foot	23.00	23.00
#0-12	Remove asbestos-containing or asbestos-contaminated gypsum board ceiling system, no higher than 15' AFF	1001-2500	per Square Plan Foot	7.00	7.00
#0-13	Remove asbestos-containing or asbestos-contaminated gypsum board ceiling system, no higher than 15' AFF	>2500	per Square Plan Foot	7.00	7.00
#0-14	Remove asbestos-containing or asbestos-contaminated gypsum board ceiling system, greater than 15' AFF but less than 30' AFF	1-1000	per Square Plan Foot	23.00	23.00
#0-15	Remove asbestos-containing or asbestos-contaminated gypsum board ceiling system, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Plan Foot	7.00	7.00
#0-16	Remove asbestos-containing or asbestos-contaminated gypsum board ceiling system, greater than 15' AFF but less than 30' AFF	>2500	per Square Plan Foot	7.00	7.00
#0-17	Remove asbestos-containing gypsum board wall system, up to 15' in height AFF	1-1000	per Square Foot	16.00	16.00
#0-18	Remove asbestos-containing gypsum board wall system, up to 15' in height AFF	1001-2500	per Square Foot	5.00	5.00
#0-19	Remove asbestos-containing gypsum board wall system, up to 15' in height AFF	>2500	per Square Foot	5.00	5.00
#0-20	Remove asbestos-containing gypsum board wall system, greater than 15' AFF but less than 30' AFF	1-1000	per Square Foot	16.00	16.00
#0-21	Remove asbestos-containing gypsum board wall system, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Foot	5.00	5.00
#0-22	Remove asbestos-containing gypsum board wall system, greater than 15' AFF but less than 30' AFF	>2500	per Square Foot	5.00	5.00
#0-23	Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	1-1000	per Square Plan Foot	21.00	21.00

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**1 Priority Environmental
Services LLC**

Lubbock, TX
\$6,609.00

		Location Total Cost			
Items		Quantity Required (+/-)	UOM	Unit Price	Total Cost
#0-24	Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	1001-2500	per Square Plan Foot	8.00	8.00
#0-25	Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	>2500	per Square Plan Foot	8.00	8.00
#0-26	Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, greater than 15' AFF but less than 30' AFF	1-1000	per Square Plan Foot	21.00	21.00
#0-27	Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Plan Foot	8.00	8.00
#0-28	Remove asbestos-containing or asbestos-contaminated interior plaster ceiling or soffit plaster/stucco system, greater than 15' AFF but less than 30' AFF	>2500	per Square Plan Foot	8.00	8.00
#0-29	Remove asbestos-containing or asbestos-contaminated exterior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	1-1000	per Square Plan Foot	19.00	19.00
#0-30	Remove asbestos-containing or asbestos-contaminated exterior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	1001-2500	per Square Plan Foot	6.00	6.00
#0-31	Remove asbestos-containing or asbestos-contaminated exterior plaster ceiling or soffit plaster/stucco system, up to 15' AFF	>2500	per Square Plan Foot	6.00	6.00
#0-32	Remove asbestos-containing or asbestos-contaminated exterior plaster ceiling or soffit plaster/stucco system, greater than 15' AFF but less than 30' AFF	1-1000	per Square Plan Foot	19.00	19.00
#0-33	Remove asbestos-containing or asbestos-contaminated exterior plaster ceiling or soffit plaster/stucco system, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Plan Foot	6.00	6.00
#0-34	Remove asbestos-containing or asbestos-contaminated exterior plaster ceiling or soffit plaster/stucco system, greater than 15' AFF but less than 30' AFF	>2500	per Square Plan Foot	6.00	6.00
#0-35	Remove asbestos-containing interior wall plaster/stucco, up to 15' in height AFF	1-1000	per Square Foot	21.00	21.00
#0-36	Remove asbestos-containing interior wall plaster/stucco, up to 15' in height AFF	1001-2500	per Square Foot	8.00	8.00
#0-37	Remove asbestos-containing interior wall plaster/stucco, up to 15' in height AFF	>2500	per Square Foot	8.00	8.00
#0-38	Remove asbestos-containing interior wall plaster/stucco, greater than 15' AFF but less than 30' AFF	1-1000	per Square Foot	19.00	19.00
#0-39	Remove asbestos-containing interior wall plaster/stucco, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Foot	6.00	6.00
#0-40	Remove asbestos-containing interior wall plaster/stucco, greater than 15' AFF but less than 30' AFF	>2500	per Square Foot	6.00	6.00
#0-41	Remove asbestos-containing exterior wall plaster/stucco, up to 15' in height AFF	1-1000	per Square Foot	19.00	19.00
#0-42	Remove asbestos-containing exterior wall plaster/stucco, up to 15' in height AFF	1001-2500	per Square Foot	6.00	6.00
#0-43	Remove asbestos-containing exterior wall plaster/stucco, up to 15' in height AFF	>2500	per Square Foot	6.00	6.00

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**1 Priority Environmental
Services LLC**

**Lubbock, TX
\$6,609.00**

			Location Total Cost		
				Unit Price	Total Cost
Items	Quantity Required (+/-)	UOM			
#0-44 Remove asbestos-containing exterior wall plaster/stucco, greater than 15' AFF but less than 30' AFF	1-1000	per Square Foot		19.00	19.00
#0-45 Remove asbestos-containing exterior wall plaster/stucco, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Foot		6.00	6.00
#0-46 Remove asbestos-containing exterior wall plaster/stucco, greater than 15' AFF but less than 30' AFF	>2500	per Square Foot		6.00	6.00
#0-47 Remove asbestos-containing spray-applied ceiling texture, up to 15' AFF	1-1000	per Square Plan Foot		23.00	23.00
#0-48 Remove asbestos-containing spray-applied ceiling texture, up to 15' AFF	1001-2500	per Square Plan Foot		7.00	7.00
#0-49 Remove asbestos-containing spray-applied ceiling texture, up to 15' AFF	>2500	per Square Plan Foot		7.00	7.00
#0-50 Remove asbestos-containing spray-applied ceiling texture, greater than 15' AFF but less than 30' AFF	1-1000	per Square Plan Foot		23.00	23.00
#0-51 Remove asbestos-containing spray-applied ceiling texture, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Plan Foot		7.00	7.00
#0-52 Remove asbestos-containing spray-applied ceiling texture, greater than 15' AFF but less than 30' AFF	>2500	per Square Plan Foot		7.00	7.00
#0-53 Remove interior ceramic wall tile with asbestos-containing mortar, bedding or mastic, up to 15' in height AFF	1-1000	per Square Foot		3.00	3.00
#0-54 Remove interior ceramic wall tile with asbestos-containing mortar, bedding or mastic, up to 15' in height AFF	1001-2500	per Square Foot		23.00	23.00
#0-55 Remove interior ceramic wall tile with asbestos-containing mortar, bedding or mastic, up to 15' in height AFF	>2500	per Square Foot		7.00	7.00
#0-56 Remove interior ceramic wall tile with asbestos-containing mortar, bedding or mastic, greater than 15' in height AFF but less than 30' AFF	1-1000	per Square Foot		7.00	7.00
#0-57 Remove interior ceramic wall tile with asbestos-containing mortar, bedding or mastic, greater than 15' in height AFF but less than 30' AFF	1001-2500	per Square Foot		25.00	25.00
#0-58 Remove interior ceramic wall tile with asbestos-containing mortar, bedding or mastic, greater than 15' in height AFF but less than 30' AFF	>2500	per Square Foot		8.00	8.00
#0-59 Remove exterior ceramic wall tile with asbestos-containing mortar, bedding or mastic, up to 15' in height AFF	1-1000	per Square Foot		8.00	8.00
#0-60 Remove exterior ceramic wall tile with asbestos-containing mortar, bedding or mastic, up to 15' in height AFF	1001-2500	per Square Foot		21.00	21.00
#0-61 Remove exterior ceramic wall tile with asbestos-containing mortar, bedding or mastic, up to 15' in height AFF	>2500	per Square Foot		6.00	6.00
#0-62 Remove exterior ceramic wall tile with asbestos-containing mortar, bedding or mastic, greater than 15' AFF but less than 30' AFF	1-1000	per Square Foot		6.00	6.00
#0-63 Remove exterior ceramic wall tile with asbestos-containing mortar, bedding or mastic, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Foot		23.00	23.00

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**1 Priority Environmental
Services LLC
Lubbock, TX
\$6,609.00**

			Location Total Cost		
				Unit Price	Total Cost
Items	Quantity Required (+/-)	UOM			
#0-64 Remove exterior ceramic wall tile with asbestos-containing mortar, bedding or mastic, greater than 15' AFF but less than 30' AFF	>2500	per Square Foot		7.00	7.00
#0-65 Remove interior ceramic floor tile with asbestos-containing mortar, bedding and mastic	1-1000	per Square Foot		7.00	7.00
#0-66 Remove interior ceramic floor tile with asbestos-containing mortar, bedding and mastic	1001-2500	per Square Foot		10.00	10.00
#0-67 Remove interior ceramic floor tile with asbestos-containing mortar, bedding and mastic	>2500	per Square Foot		5.00	5.00
#0-68 Remove exterior ceramic floor tile with asbestos-containing mortar, bedding and mastic	1-1000	per Square Foot		5.00	5.00
#0-69 Remove exterior ceramic floor tile with asbestos-containing mortar, bedding and mastic	1001-2500	per Square Foot		8.00	8.00
#0-70 Remove exterior ceramic floor tile with asbestos-containing mortar, bedding and mastic	>2500	per Square Foot		4.00	4.00
#0-71 Remove interior asbestos-containing CMU "block filler", up to 15' in height AFF	1-1000	per Square Foot		4.00	4.00
#0-72 Remove interior asbestos-containing CMU "block filler", up to 15' in height AFF	1001-2500	per Square Foot		23.00	23.00
#0-73 Remove interior asbestos-containing CMU "block filler", up to 15' in height AFF	>2500	per Square Foot		15.00	15.00
#0-74 Remove interior asbestos-containing CMU "block filler", greater in height than 15' AFF but less than 30' AFF	1-1000	per Square Foot		15.00	15.00
#0-75 Remove interior asbestos-containing CMU "block filler", greater in height than 15' AFF but less than 30' AFF	1001-2500	per Square Foot		25.00	25.00
#0-76 Remove interior asbestos-containing CMU "block filler", greater in height than 15' AFF but less than 30' AFF	>2500	per Square Foot		17.00	17.00
#0-77 Remove exterior asbestos-containing CMU "block filler", up to 15' in height AFF	1-1000	per Square Foot		17.00	17.00
#0-78 Remove exterior asbestos-containing CMU "block filler", up to 15' in height AFF	1001-2500	per Square Foot		20.00	20.00
#0-79 Remove exterior asbestos-containing CMU "block filler", up to 15' in height AFF	>2500	per Square Foot		12.00	12.00
#0-80 Remove exterior asbestos-containing CMU "block filler", greater in height than 15' AFF but less than 30' AFF	1-1000	per Square Foot		12.00	12.00
#0-81 Remove exterior asbestos-containing CMU "block filler", greater in height than 15' AFF but less than 30' AFF	1001-2500	per Square Foot		23.00	23.00
#0-82 Remove exterior asbestos-containing CMU "block filler", greater in height than 15' AFF but less than 30' AFF	>2500	per Square Foot		15.00	15.00
#0-83 Remove acoustic ceiling tile adhered with asbestos-containing mastic, up to 15' AFF	1-1000	per Square Foot		15.00	15.00
#0-84 Remove acoustic ceiling tile adhered with asbestos-containing mastic, up to 15' AFF	1001-2500	per Square Foot		16.00	16.00
#0-85 Remove acoustic ceiling tile adhered with asbestos-containing mastic, up to 15' AFF	>2500	per Square Foot		5.00	5.00
#0-86 Remove acoustic ceiling tile adhered with asbestos-containing mastic, greater than 15' AFF but less than 30' AFF	1-1000	per Square Foot		5.00	5.00
#0-87 Remove acoustic ceiling tile adhered with asbestos-containing mastic, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Foot		16.00	16.00

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**1 Priority Environmental
Services LLC**

Lubbock, TX
\$6,609.00

			Location Total Cost		
				Unit Price	Total Cost
	Items	Quantity Required (+/-)	UOM		
#0-88	Remove acoustic ceiling tile adhered with asbestos-containing mastic, greater than 15' AFF but less than 30' AFF	>2500	per Square Foot	5.00	5.00
#0-89	Remove interior asbestos-containing insulation on exposed pipe, up to 15' AFF	1-1000	per Linear Foot	5.00	5.00
#0-90	Remove interior asbestos-containing insulation on exposed pipe, up to 15' AFF	1001-2500	per Linear Foot	21.00	21.00
#0-91	Remove interior asbestos-containing insulation on exposed pipe, up to 15' AFF	>2500	per Linear Foot	11.00	11.00
#0-92	Remove interior asbestos-containing insulation on exposed pipe, higher than 15' AFF but less than 30' AFF	1-1000	per Linear Foot	11.00	11.00
#0-93	Remove interior asbestos-containing insulation on exposed pipe, higher than 15' AFF but less than 30' AFF	1001-2500	per Linear Foot	21.00	21.00
#0-94	Remove interior asbestos-containing insulation on exposed pipe, higher than 15' AFF but less than 30' AFF	>2500	per Linear Foot	11.00	11.00
#0-95	Remove asbestos-containing insulation on pipe in ceilings, restroom chases, building chases and other interior locations, up to 15' AFF	1-1000	per Linear Foot	11.00	11.00
#0-96	Remove asbestos-containing insulation on pipe in ceilings, restroom chases, building chases and other interior locations, up to 15' AFF	1001-2500	per Linear Foot	21.00	21.00
#0-97	Remove asbestos-containing insulation on pipe in ceilings, restroom chases, building chases and other interior locations, up to 15' AFF	>2500	per Linear Foot	11.00	11.00
#0-98	Remove asbestos-containing insulation on pipe in ceilings, restroom chases, building chases and other interior locations, higher than 15' AFF but less than 30' AFF	1-1000	per Linear Foot	11.00	11.00
#0-99	Remove asbestos-containing insulation on pipe in ceilings, restroom chases, building chases and other interior locations, higher than 15' AFF but less than 30' AFF	1001-2500	per Linear Foot	21.00	21.00
#0-100	Remove asbestos-containing insulation on pipe in ceilings, restroom chases, building chases and other interior locations, higher than 15' AFF but less than 30' AFF	>2500	per Linear Foot	11.00	11.00
#0-101	Remove asbestos-containing insulation on piping on the roof or otherwise outside the building	1-1000	per Linear Foot	11.00	11.00
#0-102	Remove asbestos-containing insulation on piping on the roof or otherwise outside the building	1001-2500	per Linear Foot	21.00	21.00
#0-103	Remove asbestos-containing insulation on piping on the roof or otherwise outside the building	>2500	per Linear Foot	11.00	11.00
#0-104	Remove residual asbestos-containing sealant on interior concrete surfaces, saddles, hangers, and other structural and non-structural items, up to 15' AFF	1-1000	per Square Plan Foot	11.00	11.00
#0-105	Remove residual asbestos-containing sealant on interior concrete surfaces, saddles, hangers, and other structural and non-structural items, up to 15' AFF	1001-2500	per Square Plan Foot	11.00	11.00
#0-106	Remove residual asbestos-containing sealant on interior concrete surfaces, saddles, hangers, and other structural and non-structural items, up to 15' AFF	>2500	per Square Plan Foot	5.00	5.00

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**1 Priority Environmental
Services LLC**

**Lubbock, TX
\$6,609.00**

Items	Quantity Required (+/-)	UOM	Location Total Cost	
			Unit Price	Total Cost
#0-107 Remove residual asbestos-containing sealant on interior concrete surfaces, saddles, hangers, and other structural and non-structural items, greater than 15' AFF but less than 30' AFF	1-1000	per Square Plan Foot	5.00	5.00
#0-108 Remove residual asbestos-containing sealant on interior concrete surfaces, saddles, hangers, and other structural and non-structural items, greater than 15' AFF but less than 30' AFF	1001-2500	per Square Plan Foot	13.00	13.00
#0-109 Remove residual asbestos-containing sealant on interior concrete surfaces, saddles, hangers, and other structural and non-structural items, greater than 15' AFF but less than 30' AFF	>2500	per Square Plan Foot	6.00	6.00
#0-110 Remove interior asbestos-containing sealant on non-asbestos-containing duct insulation (including removal of sealant from hangers, saddles, supports, etc.), up to 15' AFF	1-1000	per Linear Foot of Sealant	6.00	6.00
#0-111 Remove interior asbestos-containing sealant on non-asbestos-containing duct insulation (including removal of sealant from hangers, saddles, supports, etc.), up to 15' AFF	1001-2500	per Linear Foot of Sealant	21.00	21.00
#0-112 Remove interior asbestos-containing sealant on non-asbestos-containing duct insulation (including removal of sealant from hangers, saddles, supports, etc.), up to 15' AFF	>2500	per Linear Foot of Sealant	13.00	13.00
#0-113 Remove interior asbestos-containing sealant on non-asbestos-containing duct insulation (including removal of sealant from hangers, saddles, supports, etc.), greater than 15' AFF but less than 30' AFF	1-1000	per Linear Foot of Sealant	13.00	13.00
#0-114 Remove interior asbestos-containing sealant on non-asbestos-containing duct insulation (including removal of sealant from hangers, saddles, supports, etc.), greater than 15' AFF but less than 30' AFF	1001-2500	per Linear Foot of Sealant	21.00	21.00
#0-115 Remove interior asbestos-containing sealant on non-asbestos-containing duct insulation (including removal of sealant from hangers, saddles, supports, etc.), greater than 15' AFF but less than 30' AFF	>2500	per Linear Foot of Sealant	13.00	13.00
#0-116 Remove asbestos-containing sealant on interior sheet metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., up to 15' AFF	1-1000	per Square Foot of Sealant	13.00	13.00
#0-117 Remove asbestos-containing sealant on interior sheet metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., up to 15' AFF	1001-2500	per Square Foot of Sealant	26.00	26.00
#0-118 Remove asbestos-containing sealant on interior sheet metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., up to 15' AFF	>2500	per Square Foot of Sealant	15.00	15.00

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Asbestos Abatement Services
Price Proposal Sheet
BAFO

**1 Priority Environmental
Services LLC**

			Location		
			Total Cost	Lubbock, TX	
				\$6,609.00	
Items	Quantity Required (+/-)	UOM		Unit Price	Total Cost
#0-119 Remove asbestos-containing sealant on interior sheet metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., higher than 15' AFF but less than 30' AFF	1-1000	per Square Foot of Sealant		15.00	15.00
#0-120 Remove asbestos-containing sealant on interior sheet metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., higher than 15' AFF but less than 30' AFF	1001-2500	per Square Foot of Sealant		26.00	26.00
#0-121 Remove asbestos-containing sealant on interior sheet metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., higher than 15' AFF but less than 30' AFF	>2500	per Square Foot of Sealant		15.00	15.00
#0-122 Remove asbestos-containing sealant on exterior metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., on the roof or otherwise outside the building	1-1000	per Square Foot of Sealant		15.00	15.00
#0-123 Remove asbestos-containing sealant on exterior metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., on the roof or otherwise outside the building	1001-2500	per Square Foot of Sealant		15.00	15.00
#0-124 Remove asbestos-containing sealant on exterior metal ductwork or other sheet metal, equipment, and accessories (AHUs, VAV boxes, escalators, etc.) including removal of sealant from hangers, saddles, supports, etc., on the roof or otherwise outside the building	>2500	per Square Foot of Sealant		9.00	9.00
#0-125 Remove asbestos-containing insulation on tanks and equipment inside the building	1-1000	per Square Foot		9.00	9.00
#0-126 Remove asbestos-containing insulation on tanks and equipment inside the building	1001-2500	per Square Foot		41.00	41.00
#0-127 Remove asbestos-containing insulation on tanks and equipment inside the building	>2500	per Square Foot		21.00	21.00
#0-128 Remove asbestos-containing insulation on tanks and equipment on the roof or otherwise outside the building	1-1000	per Square Foot		21.00	21.00
#0-129 Remove asbestos-containing insulation on tanks and equipment on the roof or otherwise outside the building	1001-2500	per Square Foot		41.00	41.00
#0-130 Remove asbestos-containing insulation on tanks and equipment on the roof or otherwise outside the building	>2500	per Square Foot		21.00	21.00
#0-131 Remove asbestos-containing sealant on non-asbestos-containing tank or equipment insulation inside the building	1-1000	per Square Foot		21.00	21.00
#0-132 Remove asbestos-containing sealant on non-asbestos-containing tank or equipment insulation inside the building	1001-2500	per Square Foot		41.00	41.00
#0-133 Remove asbestos-containing sealant on non-asbestos-containing tank or equipment insulation inside the building	>2500	per Square Foot		21.00	21.00
#0-134 Remove asbestos-containing sealant on non-asbestos-containing tank or equipment insulation on the roof or otherwise outside the building	1-1000	per Square Foot		21.00	21.00

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**1 Priority Environmental
Services LLC**

Lubbock, TX
\$6,609.00

Items	Quantity Required (+/-)	UOM	Location Total Cost	
			Unit Price	Total Cost
#0-135 Remove asbestos-containing sealant on non-asbestos-containing tank or equipment insulation on the roof or otherwise outside the building	1001-2500	per Square Foot	41.00	41.00
#0-136 Remove asbestos-containing sealant on non-asbestos-containing tank or equipment insulation on the roof or otherwise outside the building	>2500	per Square Foot	21.00	21.00
#0-137 Remove ceiling- and wall-mounted light fixtures with asbestos-containing insulation liners	1-10	Each	21.00	21.00
#0-138 Remove ceiling- and wall-mounted light fixtures with asbestos-containing insulation liners	11-25	Each	11.00	11.00
#0-139 Remove ceiling- and wall-mounted light fixtures with asbestos-containing insulation liners	>25	Each	11.00	11.00
#0-140 Remove wall paneling with asbestos-containing mastic (including removal of mastic from substrate)	1-1000	per Square Foot	7.00	7.00
#0-141 Remove wall paneling with asbestos-containing mastic (including removal of mastic from substrate)	1001-2500	per Square Foot	5.00	5.00
#0-142 Remove wall paneling with asbestos-containing mastic (including removal of mastic from substrate)	>2500	per Square Foot	3.00	3.00
#0-143 Remove mirrors with asbestos-containing mastic (including removal of mastic from substrate)	1-25	per Square Foot	100.00	100.00
#0-144 Remove mirrors with asbestos-containing mastic (including removal of mastic from substrate)	26-100	per Square Foot	25.00	25.00
#0-145 Remove mirrors with asbestos-containing mastic (including removal of mastic from substrate)	>100	per Square Foot	10.00	10.00
#0-146 Remove asbestos-containing and non-asbestos-containing floor tile and asbestos-containing mastic	1-1000	per Square Foot	4.50	4.50
#0-147 Remove asbestos-containing and non-asbestos-containing floor tile and asbestos-containing mastic	1001-2500	per Square Foot	3.00	3.00
#0-148 Remove asbestos-containing and non-asbestos-containing floor tile and asbestos-containing mastic	>2500	per Square Foot	3.00	3.00
#0-149 Remove asbestos-containing and non-asbestos-containing floor tile and asbestos-containing mastic using RFCI procedures	1	per Square Foot	5.00	5.00
#0-150 Remove asbestos-containing floor tile with non-asbestos-containing mastic using RFCI procedures	1	per Square Foot	5.00	5.00
#0-151 Remove asbestos-containing and non-asbestos-containing cove base with asbestos-containing mastic (including removal of mastic from substrate)	1-1000	per Linear Foot	7.00	7.00
#0-152 Remove asbestos-containing and non-asbestos-containing cove base with asbestos-containing mastic (including removal of mastic from substrate)	1001-2500	per Linear Foot	5.00	5.00
#0-153 Remove asbestos-containing and non-asbestos-containing cove base with asbestos-containing mastic (including removal of mastic from substrate)	>2500	per Linear Foot	3.00	3.00
#0-154 Remove asbestos-containing and non-asbestos-containing stair tread material with asbestos-containing mastic (including removal of mastic from substrate)	1-1000	per Linear Foot	7.00	7.00
#0-155 Remove asbestos-containing and non-asbestos-containing stair tread material with asbestos-containing mastic (including removal of mastic from substrate)	1001-2500	per Linear Foot	5.00	5.00
#0-156 Remove asbestos-containing and non-asbestos-containing stair tread material with asbestos-containing mastic (including removal of mastic from substrate)	>2500	per Linear Foot	3.00	3.00

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**1 Priority Environmental
Services LLC
Lubbock, TX
\$6,609.00**

Items	Quantity Required (+/-)	UOM	Location Total Cost	
			Unit Price	Total Cost
#0-157 Remove window frame with interior asbestos-containing window glazing compound and caulk/sealant (including removal of asbestos-containing residue from substrate)	1	Each	400.00	400.00
#0-158 Remove window frame with exterior asbestos-containing window glazing compound and caulk/sealant (including removal of asbestos-containing residue from substrate)	1	Each	300.00	300.00
#0-159 Remove window frame with interior and exterior asbestos-containing window glazing compound and caulk/sealant (including removal of asbestos-containing residue from substrate)	1	Each	400.00	400.00
#0-160 Remove door frame with asbestos-containing interior frame caulk/sealant (including removal of asbestos-containing residue from substrate)	1	Each	400.00	400.00
#0-161 Remove door frame with asbestos-containing exterior frame caulk/sealant (including removal of asbestos-containing residue from substrate)	1	Each	300.00	300.00
#0-162 Remove asbestos-containing concrete floor sealant	1-1000	per Square Foot	9.50	9.50
#0-163 Remove asbestos-containing concrete floor sealant	1001-2500	per Square Foot	7.00	7.00
#0-164 Remove asbestos-containing concrete floor sealant	>2500	per Square Foot	7.00	7.00
#0-165 Remove asbestos-containing terrazzo flooring	1-1000	per Square Foot	7.00	7.00
#0-166 Remove asbestos-containing terrazzo flooring	1001-2500	per Square Foot	4.00	4.00
#0-167 Remove asbestos-containing terrazzo flooring	>2500	per Square Foot	4.00	4.00
#0-168 Remove asbestos-containing fire door	1	Each	500.00	500.00
#0-169 Remove asbestos-containing elevator doors	1	Each	600.00	600.00
#0-170 Remove exterior cement asbestos board building panels	1-1000	per Square Foot	9.00	9.00
#0-171 Remove exterior cement asbestos board building panels	1001-2500	per Square Foot	6.00	6.00
#0-172 Remove exterior cement asbestos board building panels	>2500	per Square Foot	4.00	4.00
#0-173 Remove interior cement asbestos board building panels	1-1000	per Square Foot	10.00	10.00
#0-174 Remove interior cement asbestos board building panels	1001-2500	per Square Foot	7.00	7.00
#0-175 Remove interior cement asbestos board building panels	>2500	per Square Foot	5.00	5.00
#0-176 Remove asbestos-containing roof flashing	1-1000	per Square Foot	7.00	7.00
#0-177 Remove asbestos-containing roof flashing	1001-2500	per Square Foot	6.00	6.00
#0-178 Remove asbestos-containing roof flashing	>2500	per Square Foot	5.00	5.00
#0-179 Remove asbestos-containing roofing felts	1-1000	per Square Foot	7.00	7.00
#0-180 Remove asbestos-containing roofing felts	1001-2500	per Square Foot	6.00	6.00
#0-181 Remove asbestos-containing roofing felts	>2500	per Square Foot	5.00	5.00
#0-182 Remove asbestos-containing roof mastic/cement	1-1000	per Square Foot	7.00	7.00
#0-183 Remove asbestos-containing roof mastic/cement	1001-2500	per Square Foot	6.00	6.00
#0-184 Remove asbestos-containing roof mastic/cement	>2500	per Square Foot	5.00	5.00
#0-185 Remove interior asbestos-containing expansion joint sealant	1-100	per Square Foot	25.00	25.00
#0-186 Remove interior asbestos-containing expansion joint sealant	101-250	per Square Foot	13.00	13.00
#0-187 Remove interior asbestos-containing expansion joint sealant	>250	per Square Foot	11.00	11.00
#0-188 Remove exterior asbestos-containing expansion joint sealant	1-100	per Square Foot	21.00	21.00
#0-189 Remove exterior asbestos-containing expansion joint sealant	101-250	per Square Foot	11.00	11.00
#0-190 Remove exterior asbestos-containing expansion joint sealant	>250	per Square Foot	6.00	6.00
#0-191 Remove exterior building waterproofing/sealant	1-100	per Square Foot	50.00	50.00
#0-192 Remove exterior building waterproofing/sealant	101-250	per Square Foot	40.00	40.00
#0-193 Remove exterior building waterproofing/sealant	>250	per Square Foot	30.00	30.00
#0-194 Remove concrete encased asbestos	1-100	per Square Foot	100.00	100.00

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Services LLC
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\$6,609.00**

Items	Quantity Required (+/-)	UOM	Location Total Cost	
			Unit Price	Total Cost
#0-195 Remove concrete encased asbestos	101-250	per Square Foot	75.00	75.00
#0-196 Remove concrete encased asbestos	>250	per Square Foot	50.00	50.00
#0-197 Demolition required to access asbestos	1	per Square Foot	65.00	65.00
#0-198 Furniture moving	1	per Hour	60.00	60.00
#0-199 Emergency fiber release cleanup	1	per Square Foot	5.00	5.00
#0-200 Other abatement activity not noted in any above catagories	1	per Hour	60.00	60.00

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

Dan Oldham

Print/Type Name

Regional Manager

Title

7/31/2024

Date

1 Priority Environmental Services LLC

Company Name

208 Paris Avenue

Address

Lubbock, TX 79401

City, State Zip Code

Contact for questions, clarifications, etc.	
Name and Title:	Dan Oldham, Regional Manager
Mailing Address:	208 Paris Avenue
City, State, Zip:	Lubbock, TX 79401
Telephone No:	806-744-9802
Fax No:	
E-Mail:	doldham@go1priority.com

INSURANCE REQUIREMENTS

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

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

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

Auto Liability Requirements: \$1M/occurrence is needed.

Commercial General Liability Requirements: \$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirement). Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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

Workers Compensation Requirements: 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 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 24-18143-YB Asbestos Abatement Services

Notice was published in the Lubbock Avalanche Journal on July 14 & July 21, 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 12 to July 13, 2024.

38 vendors downloaded the documents using Bonfire.com.

2 vendors were notified separately.

3 vendors submitted proposals.

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Purchase Order 25101819, with Utility Associates, Inc., for body-worn and in-car cameras for the Airport Police Department at Lubbock Preston Smith International Airport.

Item Summary

Utility Associates, Inc. specializes in providing body-worn cameras. The Airport Police Department is requesting 11 body-worn cameras and 2 in-car systems. The body-worn cameras will have the ability to sync with the in-car system, to have remote access to activate, the ability to locate via Global Position System (GPS), and to activate when a weapon (Firearm/Conducted energy device) is drawn. The body-worn cameras will have a cloud-based evidence storage program and will include a replacement plan and warranty for the life of the contract. The 2 in-car systems will include the ability to download from the vehicle and sync with the body-worn cameras. Additionally, the in-car system will have the ability to activate, with the option of set-speed activation, the ability to locate vehicles via GPS, and have a cloud-based evidence storage program.

The purchase of 11 body-worn cameras and 2 in-car systems for \$69,600 is available through the Texas Association of School Boards Local Government Purchasing Cooperative, using the electronic purchasing system, BuyBoard. This purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

Airport Staff and the Airport Advisory Board recommend this purchase from Utility Associates, Inc. of Decatur, Georgia for \$69,600, for the purchase of 11 body-worn cameras and 2 in-car cameras at Lubbock Preston Smith International Airport.

The service agreement cost spread over 5 years, is shown in the table below.

Name	Due	Amount
Payment 1	Upon Receipt	\$27,840
Payment 2	Year Anniversary	\$10,440
Payment 3	Year Anniversary	\$10,440
Payment 4	Year Anniversary	\$10,440
Payment 5	Year Anniversary	\$10,440

Fiscal Impact

Purchase Order 25101819, with Utility Associates, Inc., for \$69,600 is funded in the Airport Operating Budget.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution PO 25101819 Utility Associates, Inc.
PO 25101819 (r) - Utility Associates, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 25101819 by and between the City of Lubbock and Utility Associates, Inc. for Body Worn & In-Car Cameras for Airport Police per BuyBoard Contract #743-24, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 10/8/2024
Order Number 25101819 000 OP
Branch/Plant 4617

TO: UTILITY ASSOCIATES INC
250 EAST PONCE DE LEON AVENUE
SUITE 700
DECATUR GA 300300

SHIP TO: CITY OF LUBBOCK
LUBBOCK PRESTON SMITH
INTERNATIONAL AIRPORT
5401 N. MARTIN L KING BLVD
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 11/1/2024 Taken By A ESPARZA
Delivery PER J DELAROSA REQ. #62371 BUYBOARD CONTRACT #743-24

If you have any questions about this order, please contact Jean DeLaRosa at 806-775-3129 or via email at jdelarosa@mylubbock.us.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Body Worn & In-car Cameras	1.000	69,600.0000	EA	69,600.00	11/25/2024
Total Order				69,600.00	
Terms	NET DUE ON RECEIPT			69,600.00	

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:

Cyber Liability Requirements: \$1M of coverage is needed for Cyber Liability

Technology Errors and Omissions Requirements: \$1M of coverage is needed

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

This purchase order encumbers funds in the amount of \$69,600.00 awarded to Utility Associates, Inc. of Decatur, GA, on October 8, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated October 01, 2024, from Utility Associates, Inc. of Decatur, GA, and BuyBoard Contract 743-24.

Resolution # _____

CITY OF LUBBOCK:

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER.

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

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

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

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at its 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-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: orm@mylubbock.us. Please send this request to this email address for it to be processed



Lubbock, TX Airport Police - New Deal

Lubbock, TX Police

1625 13th Street

Lubbock, TX 79401

United States

Corey Nunley

coreynunley@mylubbock.us

806-775-3136

Reference: 20241001-I70038774

Quote created: October 1, 2024

Quote expires: November 15, 2024

Quote created by: Mark Osborn

"Business Manager"

mosborn@utility.com

+13174571577

Comments from Mark Osborn

Utility is honored the Lubbock Airport Police Department has chosen the Utility BodyWorn solution for its officers. We Look forward to partnering with you to serve the Lubbock, TX community. Please accept this professional services agreement and proposal for review and consideration.

*The below items will service 11 Officers with 11 BWC's, 11 Holster sensors and 2 Police Vehicles with RocketIoT Communications and In-car Video.

**No CAD Activation or Integration

***The value on this quote covers all 5 years of the service agreement.

Products & Services

Item & Description	Quantity	Unit Price	Total
Holster Sensor Kit - 5YR	11	\$300.00	\$2,475.00
EOS Holster Sensor Bundle.			after 25% discount for 5 years

Item & Description	Quantity	Unit Price	Total
EOS and In-Car Video System with Rocket Communications Bundle - 5YR EOS Camera and Mount, Media Controller, USB-C Breakaway Charging Cable, Rocket In-Car Video System Hardware Bundle, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support.	2	\$15,324.00	\$22,986.00 after 25% discount for 5 years
EOS Bundle - 5YR EOS Camera and Mount, Media Controller, USB-C Breakaway Charging Cable, POLARIS SaaS, Warranty, and 24/7 Technical Support, Installation, Training.	9	\$6,545.00	\$44,178.75 after 25% discount for 5 years
One-time subtotal			\$69,639.75 after \$23,213.25 discount
rounding discount			(\$39.75)
Total			\$69,600.00

Purchase terms

BuyBoard Vendor number No. 743- 24

Signature

Signature

Date

Printed name

Payment Schedule

Name	Due	Amount
Payment 1	Upon receipt	\$27,840.00
Payment 2	Year Anniversary	\$10,440.00

Name	Due	Amount
Payment 3	Year Anniversary	\$10,440.00
Payment 4	Year Anniversary	\$10,440.00
Payment 5	Year Anniversary	\$10,440.00

Questions? Contact me



Mark Osborn
 "Business Manager"
 mosborn@utility.com
 +13174571577

Utility, Inc.
 250 E. Ponce de Leon Ave
 Suite 700
 Decatur, GA 30030
 US

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute a Purchase Agreement, by and between the City of Lubbock and the City of Albuquerque, for the transfer of Genfare Fast Fare fareboxes.

Item Summary

Citibus has been working with the City of Albuquerque and the Federal Transit Administration on the transfer of 21 Genfare Fast Fare fareboxes. The Genfare Fast Fare fareboxes accept multiple forms of payment media, which will allow Citibus to provide up-to-date and efficient fare payment options for their passengers. The City of Albuquerque recently adopted a zero fare policy and no longer needs the fareboxes that were part of a recent bus order. Citibus intends to use the Genfare Fast Fare fareboxes to replace aging equipment on the fixed route buses.

The City of Albuquerque paid \$24,578.00 for each farebox, using a federal grant that had an 85% federal portion and a 15% local match requirement. The total cost of the fareboxes was \$516,138.00, of which \$438,717.30 were federal dollars and \$77,420.70 were local match dollars.

In accordance with FTA C 5010.1E, the Federal Transit Administration has noted that the City of Albuquerque can only be reimbursed for the non-federal dollar of \$77,420.70, which is the local match paid by the City of Albuquerque.

Fiscal Impact

The \$77,420.70 for the transfer of the fareboxes will be paid with funds from a Federal Transit Administration FY 20 CARES (Coronavirus Aid, Relief, and Economic Security) grant. 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 - GFI Fareboxes - City of Albuquerque
Purchase Agreement - GFI Fareboxes - City of Albuquerque
Exhibit A

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 Purchase Agreement, by and between the City of Lubbock and the City of Albuquerque for the transfer of GFI Fast Fare fareboxes, 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:

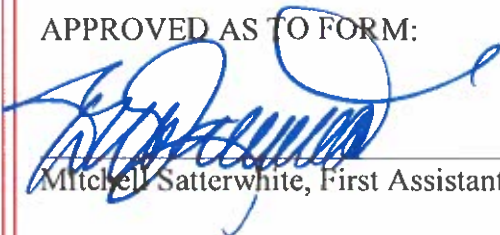
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____

Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Agrmt-City of Albuquerque
October 8, 2024

PURCHASE AGREEMENT BETWEEN
CITY OF ALBUQUERQUE AND
THE CITY OF LUBBOCK, TEXAS

This Asset Purchase Agreement (this "Agreement"), dated as of [DATE], is entered into between the City of Albuquerque, a New Mexico municipal corporation ("Seller") and the City of Lubbock, a Texas municipal corporation ("Buyer"). The Buyer and Seller may be referred to herein individually as "Party" or collectively as "Parties".

WHEREAS, Seller owns the assets ("Assets") described in Exhibit; and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all of Seller's interest in the Assets, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, and convey to Buyer all of Seller's rights, title and interest in and to the Assets described in Exhibit A.

Section 2. Excluded Assets. Buyer understands and agrees it is only acquiring the Seller's interest in the Assets and the transfer of any federal interest in the Assets to Buyer is subject to Section 7(b) below.

Section 3. Purchase Price. The Buyer shall pay the Seller \$77,420.70 ("Purchase Price") in exchange for Seller's entire interest in the Assets.

Section 4. Non-Assignable Assets. Notwithstanding anything to the contrary in this Agreement, to the extent the sale, assignment, transfer, conveyance, or delivery, to Buyer of any purchased Assets would result in a violation of applicable law, or would require the consent, authorization, approval or waiver of another person or entity who is not a Party to this Agreement (including any governmental authority), and such consent, authorization, approval or waiver shall not have been obtained prior to performance, this Agreement shall not constitute a sale, assignment, transfer, conveyance, or delivery; provided, however, that the performance of this Agreement shall occur notwithstanding the foregoing without any adjustments to the purchase price. Following the consummation of this Agreement, the Parties shall use commercially reasonable efforts in cooperation with each other to obtain any such required consent, authorization, approval, or waiver, or any release, substitution, or amendment so required. Once such consent, authorization, approval, waiver, release, substitution, or amendment is obtained, Seller shall sell, assign, transfer, convey, and deliver to Buyer the Assets to which such consent, authorization, approval, waiver, release, substitution, or amendment relates for no additional consideration.

Section 5. Independent Investigation. Buyer has conducted its own independent investigation, review, and analysis of the Assets, and acknowledges it has been provided adequate information to enter into the transaction. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement, Buyer has relied solely upon its own investigation and only the express representations and

warranties of Seller set forth in this Agreement; and (b) neither Seller nor any other person has made any representation or warranty as to Seller, the Assets, or this Agreement, except as expressly set forth herein.

Section 6. Approvals and Consents. Each Party shall, as promptly as possible, use its reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders, and approvals from all governmental authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement. Each Party shall cooperate fully with the other and its affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The Parties shall not willfully take any action that will have the effect of delaying, impairing, or impeding the receipt of any required consents, authorizations, orders, and/or approvals.

Section 7a. Further Assurances. Following the consummation of the transaction contemplated herein, the Parties shall execute and deliver any such additional documents, instruments, and assurances and take any such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 7b. Compliance. Notwithstanding anything to the contrary contained in this Agreement, Seller and Buyer acknowledge and agree that the Federal Transit Administration (FTA) retains a federal interest in the Assets and that interest will remain until, and to the extent that, the FTA removes its interest pursuant to FTA property disposition and reimbursement requirements and any other applicable federal law, rules, and regulations. Seller and Buyer, by execution hereof, further acknowledge and agree to comply with all federal requirements associated with the purchase, transfer, and use of the Assets, including the terms and conditions of FTA's Master Agreement, as amended.

Section 8. Exclusive Remedies. The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement, or obligation set forth herein, or otherwise relating to the subject matter of this Agreement, will not exceed the Purchase Price.

Section 9. Expenses. Except as otherwise set forth herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, incurred in connection with this Agreement shall be paid by the Party incurring such costs and/or expenses. Buyer is responsible for any costs and/or expenses incurred in connection with shipping and delivering the Assets with risk of loss passing upon shipment.

Section 10. Notices. All notices and other communications made in connection to the subject matter herein shall be in writing and sent to the respective parties at the addresses designated in the signature block below.

Section 11. Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 12. Severability. If any term of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in

good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transaction contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 13. Entire Agreement. This Agreement, including the referenced exhibits attached hereto which are incorporated herein, constitutes the sole and entire agreement of the Parties to this Agreement with respect to its subject matter, and supersedes all prior and contemporaneous representations, warranties, understandings, and agreements, both written and oral, with respect to such subject matter.

Section 14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party. No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 15. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 16. Amendment and Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after such waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

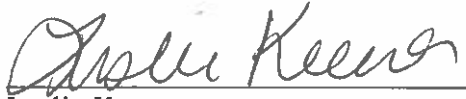
Section 17. Governing Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

Section 18. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to NMSA 1978, Section 14-16-7. The parties agree that this agreement may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date last written below.

CITY OF ALBUQUERQUE

Approved by:



Leslie Keener
Transit Director

Date: 10/11/24

CITY OF LUBBOCK

Approved by:

MARK MCBRAYER, MAYOR

Courtney Paz, City Secretary

Date: _____



Leslie Keener, Transit Director



Timothy M. Keller, Mayor

EXHIBIT A

21 Genfare 'Fast Fare' FareBoxes

City of Albuquerque Funding: FTA Grant NM-2022-026 with a federal/local match of 85%/15%.

Each unit has a total cost of \$24,478, and therefore based upon 15% local match, each unit has a local cost/value of \$3,686.70. Per FTA's representative, Rosalyn Brown, in an email sent to Chris Mandrell at Citibus, "-ABQ (Ride) can only get reimbursed for the non-federal dollar of depreciation value. The depreciated federal value is transferred to Lubbock."

These units were purchased and paid for by the City of Albuquerque through City PO – TRA0017100

21 Units have a total value of \$77,420.70.

	Serial Number
1	FF022254
2	FF022263
3	FF022264
4	FF022265
5	FF022266
6	FF022267
7	FF022268
8	FF022269
9	FF022279
10	FF022280
11	FF022281
12	FF022282
13	FF022283
14	FF022284
15	FF022285
16	FF022287
17	FF022288
18	FF022290
19	FF022291
20	FF022293
21	FF022295

Exhibit A - Payment Schedule for 21 Buses

PO No.	PO	Voucher	Gross Amt	Invoice	Invoice Date	Acctg Date	Payment Status
TRA0017100	1	01729123	\$ 666,921.00	73805	11/1/2023	1/16/2024	Paid
TRA0017100	1	01729131	\$ 666,921.00	73806	11/4/2023	1/16/2024	Paid
TRA0017100	1	01729132	\$ 666,921.00	73807	11/7/2023	1/16/2024	Paid
TRA0017100	1	01729134	\$ 666,921.00	73808	11/4/2023	1/16/2024	Paid
TRA0017100	1	01729135	\$ 666,921.00	73809	11/7/2023	1/16/2024	Paid
TRA0017100	1	01729137	\$ 666,921.00	73810	11/7/2023	1/16/2024	Paid
TRA0017100	1	01729139	\$ 666,921.00	74041	11/8/2023	1/16/2024	Paid
TRA0017100	1	01729142	\$ 666,921.00	74042	11/10/2023	1/16/2024	Paid
TRA0017100	1	01729143	\$ 666,921.00	74043	11/14/2023	1/16/2024	Paid
TRA0017100	1	01729145	\$ 666,921.00	74044	11/16/2023	1/16/2024	Paid
TRA0017100	1	01734570	\$ 666,921.00	74046	11/18/2023	2/1/2024	Paid
TRA0017100	1	01734573	\$ 666,921.00	74045	11/17/2023	2/1/2024	Paid
TRA0017100	1	01734575	\$ 666,921.00	74047	11/20/2023	2/1/2024	Paid
TRA0017100	1	01734577	\$ 666,921.00	74048	11/26/2023	2/1/2024	Paid
TRA0017100	1	01734578	\$ 666,921.00	74049	11/26/2023	2/1/2024	Paid
TRA0017100	1	01734580	\$ 666,921.00	74050	11/29/2023	2/1/2024	Paid
TRA0017100	1	01734581	\$ 666,921.00	74051	11/28/2023	2/1/2024	Paid
TRA0017100	1	01742568	\$ 666,921.00	74053	12/5/2023	2/27/2024	Paid
TRA0017100	1	01742574	\$ 666,921.00	74052	12/1/2023	2/27/2024	Paid
TRA0017100	1	01742577	\$ 666,921.00	74054	12/1/2023	2/27/2024	Paid
TRA0017100	1	01742585	\$ 666,921.00	74055	12/3/2023	2/27/2024	Paid

ON-BOARD FARE SYSTEM

Fast Fare® Revolutionary Farebox

COMPATIBLE WITH GENFARE link.

Fast Fare propels passenger fare payment to the next level. By combining traditional fare media with emerging technology, Genfare delivers a flexible solution that can expand as new technology becomes available.

EQUIPMENT HIGHLIGHTS

- Greatly increased program memory and data storage, allowing significant increase in event record transaction and list capacity.
- Well thought out placement and spacing of fare media insertion points.
- Lighted passenger interface and full color customizable display.
- Audio response including multilingual voice messages.
- Fast boot up, controller circuit designed to overcome bus power fluctuation.
- Enhanced cashbox ID does not require batteries.
- Durable stainless steel construction.
- Ease of maintenance requiring no special tools to perform module replacement, minimizing repair time and maximizing availability.

Fast Fare was carefully designed from the ground up to work effortlessly with new fare system requirements. The innovative design leverages 30 years of proven transit experience in security, durability, and passenger usability. It also provides an improved ergonomic design that provides maximum clarity and customer convenience.

Fast Fare integrates seamlessly with legacy media, data acquisition, reporting and security systems. This allows for the operation of mixed fleets including Fast Fare and legacy Genfare fareboxes ensuring a smooth transition.

RESPONDING TO RIDER AND AGENCY NEEDS

Why Fast Fare?

- Seamless integration with Genfare Link
- Combines traditional fare media with emerging technology
- Innovative new design improves passenger interface usability while providing a state-of-the-art bus fleet image
- Reliability and ease of maintenance minimizes repair time while maximizing up time

Product Dimensions

- Unit is 42.5" high x 9.33" wide x 8.83" deep

Fare Media Acceptance

MOBILE PAYMENT

- NFC phone applications
- 2D high density barcode: QR, Data Matrix and other popular formats

SMART CARDS

- Smart cards available in various forms: Tags, key chains, fobs, stickers, watches and NFC phones
- All smart cards are ISO 14443 compliant
- Electronic purse and multiple fare products implemented on enhanced security DESfire EV1™ cards
- Thin Ultralight™ or Ultralight C™ thermal coated cards for short term usage

MAGNETICS

- Durable 30 mil cards for Period Pass and University ID program
- Limited use 7 to 15 mil thermal coated cards re-encoded and printed upon usage

BILLS, COINS AND TOKENS

- Faster processing for improved boarding speed
- Software configurations available
- Electronically validates and accepts up to 32 types of coins and tokens

Fare Media Issuance

- Mobile ticketing
- Low cost barcode printing
- Limited-use smart card dispenser
- Magnetic ticket reader and issuer

Data Transfer

- Wireless probing for data download and list updates
- Take advantage of existing transit authority WiFi infrastructure or have one provided
- Infrared probing restricts door opening and cashbox removal to areas under surveillance

Interface to Third-Party Systems

- J1708/1587 interface to third-party CAD/AVL system to single point logon, geo-tagging of fare transaction and reporting farebox alarms
- Provision for 4G modem
- Ethernet connection to existing mobile broadband devices
- RS232 connection with other on-board systems

Fare Programs Supported

- Flat fare or zone-based, peak and off-peak
- Route or class of service (local, express, shuttle, etc.)
- Electronic purse, multiple products and automatic replenish
- Automatic switching from active to pending fare tables simplifies fare changes



GENFARE

Intelligent Fare Management
for Tomorrow's Smart Cities

800 Arthur Avenue
Elk Grove Village, IL 60007
847.593.8855

www.genfare.com

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Information

Agenda Item

Resolution - Human Resources: Consider a resolution authorizing the City Manager, or his designee, to execute a Memorandum of Understanding, and all related documents, with the Office of the Under Secretary of Defense for Personnel and Readiness of the U.S. Department of Defense for post-service job and employment skills training, including apprenticeships and internships.

Item Summary

The Department of Defense (DoD) SkillBridge program offers a unique opportunity to prepare transitioning service members for civilian employment. The DoD SkillBridge program enables the City to recruit transitioning service members for training periods of up to 180 days. During this training, the service members are paid by the DoD, with no compensation required from the City. After the training, they will be skilled enough to be offered a position with the City or other employers. The City has no obligation to hire the trainees.

Benefits to the City

- **Cost Savings:** Skilled trainees are provided at no additional salary cost until they are hired.
- **High-Quality Candidates:** Service members often possess a strong work ethic and a desire to serve the public.
- **Workforce Development:** The program supports the City's need for good employees and enhances the available talent pool.

This initiative not only aids in the smooth transition of service members into civilian careers, but also provides the City with highly skilled and dedicated employees. The program can be applied to all occupations, experience levels, and departments, complementing existing apprenticeship programs.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Elizabeth Lara, Director of Human Resources

Attachments

Resolution - DoD SkillBridge Program
MOU - DoD SkillBridge Program

RESOLUTION

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

THAT the City Manager of the City of Lubbock, or his designee, is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding by and between the City of Lubbock and the Office of the Under Secretary of Defense for Personnel and Readiness of the U.S. Department of Defense for post-service job and employment skills training, including apprenticeships and internships, and related documents. Said Memorandum of Understanding is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

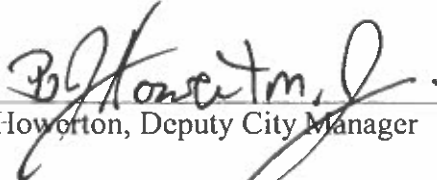
Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Mitchell Underwhite, First Assistant City Attorney

ccdocs II/RES.MOU-Under Secretary of Defense
October 28, 2024

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE UNDER SECRETARY OF DEFENSE FOR PERSONNEL AND READINESS,
U.S. DEPARTMENT OF DEFENSE AND
City of Lubbock**

This Memorandum of Understanding (MOU) is between the Office of the Under Secretary of Defense for Personnel and Readiness (USD(P&R)) of the U.S. Department of Defense (DoD) and City of Lubbock hereinafter referred to collectively as the "Parties."

1. **BACKGROUND:** The DoD SkillBridge Program provides a structured pathway for eligible and authorized Service members to participate in job training and employment skills training, including apprenticeships and internships, within 180 days of separation from active-duty service. The Military-Civilian Transition Office (MCTO), under the authority of the USD(P&R), executes a Memorandum of Understanding (MOU) with public and private organizations who then host SkillBridge programs in accordance with the rules, parameters, procedures, and responsibilities outlined in the MOU.
2. **AUTHORITIES:**
 - 2.1. DoD Instruction (DoDI) 1322.29, "Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service members," 24 January 2014
 - 2.2. DoDI 1332.35, "Transition Assistance Program (TAP) For Military Personnel," 26 September 2019
 - 2.3. DoDI 1344.07, "Personal Commercial Solicitation on DoD Installations," 30 March 2006
 - 2.4. DoDI 1000.15, "Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations," 24 October 2008
 - 2.5. 51 U.S. Code § 20113 – Powers of the Administration in performance of functions
 - 2.6. 10 U.S. Code § 1143 - Employment assistance
3. **PURPOSE:** This MOU establishes rules, parameters, procedures, and responsibilities for the SkillBridge Program parties.
4. **UNDERSTANDING OF THE PARTIES:**
 - 4.1 The MCTO will:
 - 4.1.1 Support authorized DoD SkillBridge organizations access on installations under the Department's authority in accordance with installation access protocol.
 - 4.1.2 Provide public information to Service members about the availability, locations, and training opportunities of DoD SkillBridge programs and appropriate resource information on authorized DoD SkillBridge organizations.
 - 4.1.3 Enforce policy that ensures participating Military Departments validate Service members' eligibility to participate and that they have received approval to participate from their first field grade commander, (O-4 and above), in the Service member's chain of command, who is authorized to impose non-judicial punishment under 10 U.S.C. 815, Article 15, also known as the Uniform Code of Military Justice (UCMJ).

4.1.4 Institute policy for Military Departments to authorize designated SkillBridge training locations as the place of duty for participating Service members with the understanding that a member's participation in the program may be terminated at any time, based on mission requirements, the member's conduct, and/or other Service needs.

4.1.5 Conduct a U.S. State business records authentication check. Authorized SkillBridge organizations must remain in good standing for this MOU to remain valid.

4.1.6 Verify DoD SkillBridge providers are established as a business for a minimum of three years (exceptions: federal agencies, state and local government); associated training cost (if any) are not imposed on the Service member by the authorized SkillBridge organization prior to determination of approval; and training plans are reviewed and approved for SkillBridge opportunities prior to being publicly shared.

4.1.7 Resolve Military Departments escalated formal complaints to uphold the integrity and equitable operation of the DoD SkillBridge program.

4.2 The SkillBridge authorized organization City of Lubbock will:

4.2.1 Accept at least the minimum number of SkillBridge candidates annually based on organizational size. Minimum requirement:

- Small business organization with 200 or fewer employees –
 - at least 1 candidate per year;
- Midsize business organizations with more than 200, but less than 400 employees –
 - at least 2 candidates per year;
- Midsize Business organizations with more than 400, but less than 600 employees –
 - at least 3 candidates per year; and
- Large business organizations with more than 600, but less than 1000 employees –
 - at least 4 candidates per year;
- Large business organizations with over 1000 employees –
 - at least 5 candidates per year.

4.2.2 Ensure a minimum of suitable, available full-time positions equal to or exceeding the number of participating service members at any given time.

4.2.3 Provide eligible Service members with on-the-job training (OJT), employment skills training, pre-apprenticeship, apprenticeship, or internship opportunities to enrich professional development experiences with competence-based employment skills, knowledge, or abilities directly linked to job opportunities in the civilian sector and meet the below objectives:

4.2.4 Improve the Service member's competency levels (i.e., knowledge, skills, and abilities) and broaden the range of their competencies by building upon the occupational skills acquired during military service.

4.2.5 Improve or provide skills unrelated to the occupational skills acquired during military service but do relate to the successful performance of a civilian occupation identified by the Service member as their post-transition goal for civilian employment upon separation.

4.2.6 Refine or enhance skills acquired during military service by redirecting skills that were acquired initially with a focus on the military mission toward related skills that are required to successfully perform occupations in the civilian workforce to increase the post-employment opportunities for transitioning Service members.

4.2.7 Ensure employment skills training, pre-apprenticeship, apprenticeship, or internship opportunities are not offered as virtual asynchronous only; online opportunities must include virtual synchronous (i.e., live person-led) training and/or a hybrid with in-person sessions. Asynchronous training (if any) will be less than 50% of the length of the training.

4.2.8 Screen and select Service member candidates for participation based on self-initiated interest; ensure candidates have their Military Department's authorization before starting the SkillBridge program.

4.2.9 Ensure that outside of subsistence, lodging, and home-station to program location travel costs, participating Service members do not incur direct financial costs directly or indirectly related to program administration and delivery (e.g., training fees, training materials, equipment, uniforms, certifications, licensure). At the sole discretion of the Service member, program administration and delivery costs can or may be covered by the Service member's VA GI Bill benefits when said costs qualify for the same and are specifically and clearly identified by the SkillBridge provider in their SkillBridge application. At their sole discretion, the SkillBridge provider may subsidize or reimburse any or all subsistence, lodging, and home-station to program location travel costs if said subsidy or reimbursement is offered to all similar training participants without regard to military affiliation and specifically and clearly identified by the SkillBridge provider in their SkillBridge application.

4.2.10 Ensure Service members who successfully complete the SkillBridge program have a high probability of immediate post-service employment. High probability of employment is defined as 75% or higher of Service members who successfully complete the program receive a qualifying offer of immediate post-service employment with an 85% or higher offer rate as the Key Performance Indicator goal.

4.2.11 Not provide compensation nor gifts to Service members for services performed while participating in the program.

4.2.12 Coordinate with MCTO on matters of participant compliance with other restrictions on acceptance of compensation and gifts, and other ethics rules applicable to Service members as expressed in the criminal conflict of interest statutes (18 U.S.C. §§ 201-209), the Standards of Conduct for Employees of the Executive Branch (5 C.F.R. 2635), and the Joint Ethics Regulation (15 May 2024).

4.2.13 Ensure opportunity does not create a conflict of interest for the Service member, as defined in DoDI 1332.35 or other guidance provided by the Military Departments.

4.2.14 Ensure all information provided on the DoD SkillBridge website, including the status of active recruitment, details about training programs, and points of contact, is kept up to date and accurately reflects the current opportunities and conditions of their SkillBridge offerings.

4.2.15 Submit a request for approval of any new elements or programs to add to their DoD SkillBridge offerings, accompanied by a detailed training plan for each change. This plan should outline the objectives, structure, duration, and expected outcomes of the training, ensuring alignment with the SkillBridge program's goals and standards.

4.2.16 Appoint a representative to maintain continuing liaison with MCTO, the Military Departments, and military installation SkillBridge managers.

4.2.17 Assume overall responsibility for the execution of its SkillBridge program, both on and off participating military installations, as applicable.

4.2.18 Provide a structured and safe training environment for Service members that fully complies with all applicable labor and safety laws, regulations, and standards to ensure a secure and productive learning experience.

4.2.19 Notify the appropriate Military Department, SkillBridge installation liaison, or command approving authority immediately upon discovery of any attendance issues, disciplinary concerns, or injuries relating to a Service member who is a SkillBridge participant.

4.2.20 Conduct a program feedback survey with Service member SkillBridge program participants and work with designated Military Department installation representatives to address any program concerns and, if necessary, to provide final outcomes to USD(P&R).

4.2.21 Upon request, provide MCTO outcome data on the salary, hire and retention rates to include percentage of immediate hire employment offers.

4.2.22 At a minimum, provide program participation data at 90-, and 180-day post-program employment or at the request of MCTO. At a minimum, data will include the number of participants accepted into the program, their Military Service association, the number of participants who complete the program, the number of participants offered qualifying employment, the number of participants who accepted qualifying employment, the industry of the employment offer, and their starting salary offer.

4.2.23 Not suggest or imply official DoD or Military Department sanction or endorsement of their organization's products or services because of participation in the SkillBridge program or otherwise.

4.2.24 Inform the respective Installation Public Affairs Office (PAO) when any local or regional media coverage is expected relating to the SkillBridge program and MCTO when national media coverage is expected. Include all materials intended for use in connection with such coverage in the notification to the respective Installation PAO or MCTO in the case of national media coverage. This requirement does not include communications conducted solely through their own marketing or social media platforms.

4.2.25 Only use the DoD SkillBridge name and logo as an approved SkillBridge provider in conjunction with DoD authorized provider programs. Approved use includes provider informing audiences of their participation in the program on websites and resource material used to support the DoD SkillBridge participants. The provider will include a disclaimer in each case to avoid the appearance of DoD endorsement of their products or services. All other proposed uses must be approved by MCTO. The DoD SkillBridge name and logo may not be used for commercial use, such as for-profit activities or advertisement of business, services, or products, or to imply endorsement of the provider by the DoD.

4.3 DoD SkillBridge authorized Third Party Providers (i.e., organizations facilitating SkillBridge opportunities (compensated or not) on behalf of another line of business within their agency or with external employers) City of Lubbock will:

4.3.1 Manage and coordinate SkillBridge opportunities on behalf of employers or providers (e.g., federal, state, or private sector business) who are in good standing with U.S. state oversight.

4.3.2 Maintain regular communication with Service members who are SkillBridge program participants and their host employers.

4.3.3 Report, list, and account for all employers being hosted under the organizations umbrella.

4.3.4 Ensure that every employer or organization sponsored, has separate and distinct DoD SkillBridge MOU for MCTO accountability.

5. GENERAL PROVISIONS:

5.1 POINTS OF CONTACT. The following points of contact (POCs) will be used by the Parties to communicate the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1 For the Office of the USD(P&R) –
DoD SkillBridge Program
Military -Civilian Transition Office, Suite 05E22
4800 Mark Center Drive
Alexandria, VA 22350-4000

5.2 CORRESPONDENCE. All official correspondence except for initial transition of this agreement should be mailed to:

5.2.1 For the Office of the USD(P&R) –
DoD SkillBridge Program
Military -Civilian Transition Office, Suite 05E22
4800 Mark Center Drive
Alexandria, VA 22350-4000

5.3 REVIEW AND MODIFICATION OF MOU: This MOU will be in its entirety biannually for nonfederal entities and triennially for federal and local government entities, and updates will be initiated, as required. This MOU may only be modified by the written consent of the Parties, duly signed by their authorized representatives.

5.4 FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower, other than participating Service members, between the two parties nor does it make any commitment of funds or resources.

5.5 DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive orders, Directives, or Instructions, be resolved by consultation between the Parties in accordance with DoDI 4000.19 “Support Agreements”.

5.6 NONENDORSEMENT: In accordance with the Joint Ethics Regulation, DoD is prohibited from endorsing or implying that it will endorse any nonfederal entity, event, product, service or enterprise. The Parties recognize that this agreement does not constitute DoD endorsement of City of Lubbock or any of its products or services.

5.7 TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties.

5.8 TERMINATION OF UNDERSTANDING. This MOU may be terminated in writing at will by either Party with 90 days written notice to the other Party. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that it is no longer able to meet the terms of this MOU based on military operational requirements or national emergency. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that the SkillBridge provider, or any of its partners or subsidiaries operating under this agreement, fail to comply with the terms of this MOU.

5.9 SERVICE MEMBER RELEASE FROM SKILLBRIDGE OPPORTUNITY: Either the DoD or City of Lubbock may release a Service member from the Program if, in the opinion of either party, the Service member is not actively and satisfactorily participating with the provided training. The DoD may release a Service member from placement with City of Lubbock if it determines that the Service member is not being utilized by City of Lubbock consistent with the goals of the Program. Prior to releasing the Service member, DoD and City of Lubbock shall confer and try to resolve the issue(s), short of release of Service member from the Program. However, each party retains ultimate right to end the Program after consultation with the other party.

5.10 CONSENT TO IDENTIFICATION: Neither party shall use the other party's name outside their organization without the other party's express written consent, which consent shall not be unreasonably withheld or delayed.

5.11 ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties.

5.12 EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.13 EXPIRATION DATE. This MOU expires on _____.

AGREED:

Name Bill Howerton

Title/Position Deputy City Manager

Signature

Date

For the SkillBridge Program Office

Name _____

Title _____

Signature

Date

Information

Agenda Item

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-00146, 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

On November 5, 2024, the City Council approved the first reading of the ordinance.

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 the 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.

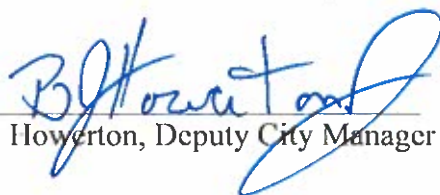
PASSED by the City Council on second reading on _____, 2024.

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 - Business Development: Consider a resolution authorizing a program or expenditure of Market Lubbock, Inc., to be provided to Goodwill Industries of Lubbock, Inc. dba Goodwill Industries of Northwest Texas, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Goodwill Industries of Northwest Texas is proposing the construction of a 13,000 square foot Career Resource Center and Retail Store at 504 North Martin Luther King Jr. Boulevard in Lubbock, Texas. The 5,000 square foot Career Resource Center will include training rooms, office space, and an area available to the community to use for individual job skill development and job search purposes. The project will create an estimated 29 new jobs with a targeted annual compensation of \$801,320, with a capital investment of \$3,680,445.

The Market Lubbock, Inc. Board of Directors voted to incentivize Goodwill Industries of Northwest Texas with a \$250,000 capital investment grant, to be paid in equal increments over a two-year period. The Board approved this grant at their October 23, 2024 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The Market Lubbock, Inc. Board of Directors voted to incentivize Goodwill Industries of Northwest Texas as described in the Item Summary. The City of Lubbock does not have financial responsibility for these incentives.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Project Summary
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to the Articles of Incorporation of Market Lubbock, Inc., Article Six (d), as the corporation's authorizing unit, the City Council of the City of Lubbock has the authority to approve all programs and expenditures of Market Lubbock, Inc. (MLI); and

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

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

THAT the program or expenditure of Market Lubbock, Inc., in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Goodwill Industries of Lubbock, Inc. is hereby approved.

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

MARKET LUBBOCK, INC.

Goodwill Industries of Lubbock, Inc.

DBA

Goodwill Industries of Northwest Texas

Presented to City Council

Goodwill Industries of Lubbock Inc.'s mission is to create job opportunities for people with barriers to employment and they are committed to helping people find jobs, whether within Goodwill itself or out in the community. Goodwill Industries believes in the power of work, and that people should be given a hand up, not a hand out.

Goodwill's primary efforts are aimed at training and placing people with barriers to employment in useful and productive jobs. They train employees in their office and stores to have improved work skills and experience so that they can move out into the community and obtain employment at competitive salaries.

Through Goodwill's Training, Placement and Life Skills (T-PALS) program, they provide free job training and placement services as well as basic, intermediate and advanced computer classes.

Goodwill, with the support of LEDA and additional community partners, will build a Career Resource Center on north Martin Luther King Boulevard, across from Guadalupe-Parkway Somerville Center and Estacado High School. Goodwill is under contract with a one-year option, expiring November 17, 2024, with a purchase price of \$250,000. The CH Foundation will be donating \$650,000 to the \$3.7 million project. Goodwill Industries of Northwest Texas will build a 13,000 square foot building to house their Career Resource Center and retail store. The 5,000 square foot Career Resource Center will include training rooms, office space and an area available to the community to use for individual job skill development and job search purposes. Its business project is anticipated to result in 29 new Jobs in the City of Lubbock, with 10 of those being associated with the Career Center, with a Target Annual Compensation of \$801,320, in the aggregate or total of \$4,006,600 over five years. Total capital investment is estimated to be \$3,680,445.

This is an important project for this area of Lubbock, and with Leprino Foods, Plant AS and Goodwill Industries, they will make a difference as this side of Lubbock continues to develop.

RE 24-67

**RESOLUTION APPROVING GOODWILL INDUSTRIES OF LUBBOCK, INC. DBA,
GOODWILL INDUSTRIES OF NORTHWEST TEXAS**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, a Texas nonprofit corporation (MLI), on Wednesday, October 23, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Goodwill Industries of Lubbock Inc. DBA, Goodwill Industries of Northwest Texas, a Texas non-profit corporation, hereafter referred to as "Recipient".

A. MLI, a Texas non-profit corporation as well as a tax exempt 501 (c) (4) entity, was created by the City of Lubbock, Texas, as an Economic Development Corporation under the Act for the purpose of creating and retaining positions and encouraging new businesses to be established in Lubbock, Texas to stimulate business and commercial activities, as well as all other purposes allowed by the Act.

B. Recipient is preparing a new "Project" which shall include the purchase of land located at 504 North MLK, Jr. Boulevard. Goodwill Industries of Northwest Texas will build a 13,000 square foot building to house their Career Resource Center and retail store. The 5,000 square foot Career Resource Center will include training rooms, office space and an area available to the community to use for individual job skill development and job search purposes. (NAICS 6114300. Its business project is anticipated to result in 29 new Jobs in the City of Lubbock, with 10 of those being associated with the Career Center, with a Target Annual Compensation of \$801,320, in the aggregate or total of \$4,006,600 over five years. Total capital investment is estimated to be \$3,680,445.

C. Recipient is a domestic non-profit corporation authorized to do business in Texas.


WHEREAS, MLI hereby grants to Recipient a potential incentive of \$250,000, with payments to be expressly made under the terms and conditions:


- A. MLI shall pay Recipient the sum of \$125,000 payable in one (1) installment, becoming due upon evidence of Recipient's completed purchase of the property located at 504 North MLK Jr. Boulevard, Lubbock, Texas.
- B. MLI shall pay the Recipient the sum of \$125,000 payable in a second (2) installment, twelve (12) months following the first installment dependent upon a satisfactory update from Goodwill Industries of Northwest Texas to LEDA on the development and construction process at the Project.
- C. Once a Certificate of Occupancy is received for the Project, the Recipient shall provide a copy to LEDA.

- D. If Recipient fails to comply with the capital expansion identified in Paragraph 2B and fails to receive a certificate of occupancy, Recipient shall pay to Market Lubbock the sum of \$250,000.

WHEREAS, Recipient acknowledges that MLI and Recipient are required to remain in conformance with the statutory provisions of the Act. The parties hereto agree that in the event Recipient fails to comply with the provisions of this Agreement, including but not limited to Paragraphs 2.B, 5A, 7C and 8 of the Performance Agreement, and after written notice and failure to cure the violation, then MLI, in its sole discretion, may terminate this Agreement and permanently suspend all future payments to Recipient.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Goodwill Industries of Lubbock, Inc. DBA, Goodwill Industries of Northwest Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and negotiate Performance agreement.


JOHN OSBORNE, PRESIDENT & CEO


LINDA DAVIS, SECRETARY

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Pickering Real Estate Holdings, LLC, located at 1211 Avenue F, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Pickering Real Estate Holdings, LLC is renovating their property at 1211 Avenue F, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes parking lot and stucco repair.

The cost of the project is estimated to be \$50,000, and the requested grant amount is \$25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their October 23, 2024 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

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

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
PICKERING REAL ESTATE HOLDINGS, LLC AT 1211 AVENUE F
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, October 23, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Pickering Real Estate Holdings, LLC, that is making improvements to their property at 1211 Avenue F, located in the Downtown TIF.

Pickering Real Estate Holdings, LLC currently owns 619 Broadway (which has recently undergone a million dollars plus renovation) and is in the process of purchasing and renovating 1211 Avenue F. This facility currently has Vaughn Construction as tenants until 2026. This facility will be transitioned into additional corporate office space for SIMFLO and/or Simmons Pump & Supply.

The scope of façade work will include parking lot and stucco repair and replace totaling \$50,000 in façade expenses. The permissible work will include parking lot upgrades totaling \$64,540 in permissible expenses for a grand total of \$114,540 in expenses.

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

Grant Pickering Real Estate Holdings, LLC, a Downtown Façade Grant totaling \$25,000 and a Downtown Permissible Grant for \$6,454 at 1211 Avenue F, which is in the Downtown TIF, once proof of payment has been submitted.

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

Upon Motion by Director, Mr. Chris Carpenter, and Seconded by Director, Mr. Blake Womble.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Pickering Real Estate Holdings, LLC at 1211 Avenue F, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



**1211 Avenue F
(Pickering Real Estate Holdings, LLC)**

TOTAL SCOPE OF WORK = \$114,540

TOTAL GRANT = \$31,454

TOTAL FAÇADE SCOPE OF WORK = \$50,000

FAÇADE GRANT = \$25,000

TOTAL PERMITTABLE SCOPE OF WORK = \$64,540

PERMITTABLE GRANT = \$6,454



**Downtown Grant Program
Presented to MLI Board
October 23, 2024**

Project 1211 Ave F (Façade & Permittable)

Pickering Real Estate Holdings, LLC, is making improvements to their property at 1211 Ave F, located in the Downtown TIF.

Pickering Real Estate Holdings, LLC currently owns 619 Broadway (which has recently undergone a million dollar plus renovation) and is in the process of purchasing and renovating 1211 Avenue F. This facility currently has Vaughn Construction as tenants until 2026. This facility will be transitioned into additional corporate office space for SIMFLO and/or Simmons Pump & Supply.

The scope of façade work will include parking lot and stucco repair and replace totaling \$50,000 in façade expenses. The permittable work will include parking lot upgrades totaling \$64,540 in permittable expenses for a grand total of \$114,540 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for Pickering Real Estate Holdings, LLC totaling \$25,000 and a Downtown Permittable Grant totaling \$6,454 at 1211 Ave F.



Downtown Grant - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 10/16/24

Projected Project Start Date 12/01/24

Project Property Address 1211 Ave F, Lubbock, TX 79401
Property LCAD R# R111722

GENERAL INFORMATION

Company Name	Pickering Real Estate Holdings, LLC	Contact	Troy Pickering
Street Address	4901 Lakeridge Dr	Title	Member
City, State, Zip	Lubbock, TX 79423	Phone	806-773-0959
		Email	troypickering@yahoo.com

INFORMATION ABOUT THE PROJECT

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

Project Summary Scope

Repair Stucco on the building, repair parking lot and added a metal fence around the property for security.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Permittable		
Parking Lot	\$64,540	\$6,454
Permittable Total	\$64,540	\$6,454
Façade		
Parking Lot	\$5,460	\$2,730
Stucco Repair/Replace	\$44,540	\$22,270
Façade Total	\$50,000	\$25,000
TOTAL	\$114,540	\$31,454

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

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
David Pickering Investments, LP	33.3	Don Pickering Investments, LP	33.3
Jay Pickering Family Investments, LP	33.3		

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

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

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

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

Is the firm receiving tax revenue from any government agency?

No



APPLICANT'S CHECKLIST:

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

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

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

Does the scope of work meet downtown standards and guidelines? ☐

Are permits required for any aspect of the scope of work? ☐

Are public improvements required? ☐

Documents Required for Final Grant Application

Copies of City permits, if applicable ☐

Detailed/Itemized Bids ☐

Before Pictures ☐

Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐

Architectural Renderings (if applicable) ☐

Architectural Plans (if applicable) ☐

After Completion of Construction

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

Proof of Payment:

PAID Invoices (must reference the approved project) ☐

Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): _____

Date: _____



Daley's
Superior Asphalt
Manufacturing, Inc.

P: (806) 744-2592 / F:(806) 702--8981
Serving the Texas Panhandle, Permian Basin
And Eastern New Mexico
Office and Plant 420 E. Lehigh St. Lubbock, Texas 79403

BID DATE: October 14, 2024

ATTN: Troy

PHONE: 806-773-0959

EMAIL: troy@simflo.com

PROJECT LOCATION: Pickering Real Estate Holdings, LLC – 1211 Avenue F Lubbock

BID DETAIL:

- Saw Cut and Rip Out All Existing Concrete & Asphalt
- Level Base & Compact to be flush with concrete and for proper drainage
- Pave Parking Lot with Type D Asphalt
- Compact
- Clean Up to Completion
- Stripe to Customers Satisfaction

BID TOTAL: \$70,000.00 – Job could be less depending on excavating

Daley's Superior Asphalt Paving Inc thanks you for your business. Should you have questions please feel free to contact me.

Peter Daley
806-407-7202

Permittable \$64,540
Facade \$5,460
Total \$70,000

JMR Coating Systems LLC

2510 53rd St.
Lubbock, TX 79413

Estimate

Date	Estimate #
10/15/2024	2557

Name / Address
Troy Pickering

Project Site
Vaughn Construction Office -Bid

Description	Cost	Total
Vaughn Construction Office -Bid Off Broadway ***SEE BREAK DOWN AT BOTTOM*** Commercial EIFS- MD & EIFS System DPR Synthetic Finish applied over DM Base-Coat/Adhesive applied over Reinforcement Fiber Mesh Embedded with Base-Coat over 1 1/2 inch EPS Insulation Board applied with Vertical Notch Trowel Grooves for Drainage, using DM Base-Coat/Adhesive Material & Labor BREAK DOWN- ALLEY WALL-\$2,380.00 NORTH WALL- \$21,080.00 SOUTH WALL-\$21,080.00	44,540.00	44,540.00
Estimate/Bid Only	Total \$44,540.00	

1211 Ave F – Before Pictures



Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Pickering Real Estate Holdings, LLC, located at 1211 Avenue F, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Pickering Real Estate Holdings, LLC is renovating their property at 1211 Avenue F, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes parking lot upgrades.

The cost of the project is estimated to be \$64,540, and the requested grant amount is \$6,454. The Market Lubbock, Inc. Board of Directors approved this amount at their October 23, 2024 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$64,540, with \$6,454 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Brianna Brown, Business Development Director

APPROVED AS TO FORM:


Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
PICKERING REAL ESTATE HOLDINGS, LLC AT 1211 AVENUE F
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, October 23, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Pickering Real Estate Holdings, LLC, that is making improvements to their property at 1211 Avenue F, located in the Downtown TIF.

Pickering Real Estate Holdings, LLC currently owns 619 Broadway (which has recently undergone a million dollars plus renovation) and is in the process of purchasing and renovating 1211 Avenue F. This facility currently has Vaughn Construction as tenants until 2026. This facility will be transitioned into additional corporate office space for SIMFLO and/or Simmons Pump & Supply.

The scope of façade work will include parking lot and stucco repair and replace totaling \$50,000 in façade expenses. The permissible work will include parking lot upgrades totaling \$64,540 in permissible expenses for a grand total of \$114,540 in expenses.

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

Grant Pickering Real Estate Holdings, LLC, a Downtown Façade Grant totaling \$25,000 and a Downtown Permissible Grant for \$6,454 at 1211 Avenue F, which is in the Downtown TIF, once proof of payment has been submitted.

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

Upon Motion by Director, Mr. Chris Carpenter, and Seconded by Director, Mr. Blake Womble.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Pickering Real Estate Holdings, LLC at 1211 Avenue F, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



**1211 Avenue F
(Pickering Real Estate Holdings, LLC)**

TOTAL SCOPE OF WORK = \$114,540

TOTAL GRANT = \$31,454

TOTAL FAÇADE SCOPE OF WORK = \$50,000

FAÇADE GRANT = \$25,000

TOTAL PERMITTABLE SCOPE OF WORK = \$64,540

PERMITTABLE GRANT = \$6,454



**Downtown Grant Program
Presented to MLI Board
October 23, 2024**

Project 1211 Ave F (Façade & Permittable)

Pickering Real Estate Holdings, LLC, is making improvements to their property at 1211 Ave F, located in the Downtown TIF.

Pickering Real Estate Holdings, LLC currently owns 619 Broadway (which has recently undergone a million dollar plus renovation) and is in the process of purchasing and renovating 1211 Avenue F. This facility currently has Vaughn Construction as tenants until 2026. This facility will be transitioned into additional corporate office space for SIMFLO and/or Simmons Pump & Supply.

The scope of façade work will include parking lot and stucco repair and replace totaling \$50,000 in façade expenses. The permittable work will include parking lot upgrades totaling \$64,540 in permittable expenses for a grand total of \$114,540 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for Pickering Real Estate Holdings, LLC totaling \$25,000 and a Downtown Permittable Grant totaling \$6,454 at 1211 Ave F.



Downtown Grant - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 10/16/24

Projected Project Start Date 12/01/24

Project Property Address 1211 Ave F, Lubbock, TX 79401
Property LCAD R# R111722

GENERAL INFORMATION

Company Name	Pickering Real Estate Holdings, LLC	Contact	Troy Pickering
Street Address	4901 Lakeridge Dr	Title	Member
City, State, Zip	Lubbock, TX 79423	Phone	806-773-0959
		Email	troypickering@yahoo.com

INFORMATION ABOUT THE PROJECT

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

Project Summary Scope

Repair Stucco on the building, repair parking lot and added a metal fence around the property for security.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Permittable		
Parking Lot	\$64,540	\$6,454
Permittable Total	\$64,540	\$6,454
Façade		
Parking Lot	\$5,460	\$2,730
Stucco Repair/Replace	\$44,540	\$22,270
Façade Total	\$50,000	\$25,000
TOTAL	\$114,540	\$31,454

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

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
David Pickering Investments, LP	33.3	Don Pickering Investments, LP	33.3
Jay Pickering Family Investments, LP	33.3		

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

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

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

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

Is the firm receiving tax revenue from any government agency?

No



APPLICANT'S CHECKLIST:

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

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

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

Does the scope of work meet downtown standards and guidelines? ☐

Are permits required for any aspect of the scope of work? ☐

Are public improvements required? ☐

Documents Required for Final Grant Application

Copies of City permits, if applicable ☐

Detailed/Itemized Bids ☐

Before Pictures ☐

Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐

Architectural Renderings (if applicable) ☐

Architectural Plans (if applicable) ☐

After Completion of Construction

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

Proof of Payment:

PAID Invoices (must reference the approved project) ☐

Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): _____

Date: _____



Daley's
Superior Asphalt
Manufacturing, Inc.

P: (806) 744-2592 / F:(806) 702--8981
Serving the Texas Panhandle, Permian Basin
And Eastern New Mexico
Office and Plant 420 E. Lehigh St. Lubbock, Texas 79403

BID DATE: October 14, 2024

ATTN: Troy

PHONE: 806-773-0959

EMAIL: troy@simflo.com

PROJECT LOCATION: Pickering Real Estate Holdings, LLC – 1211 Avenue F Lubbock

BID DETAIL:

- Saw Cut and Rip Out All Existing Concrete & Asphalt
- Level Base & Compact to be flush with concrete and for proper drainage
- Pave Parking Lot with Type D Asphalt
- Compact
- Clean Up to Completion
- Stripe to Customers Satisfaction

BID TOTAL: \$70,000.00 – Job could be less depending on excavating

Daley's Superior Asphalt Paving Inc thanks you for your business. Should you have questions please feel free to contact me.

Peter Daley
806-407-7202

Permittable \$64,540
Facade \$5,460
Total \$70,000

JMR Coating Systems LLC

2510 53rd St.
Lubbock, TX 79413

Estimate

Date	Estimate #
10/15/2024	2557

Name / Address
Troy Pickering

Project Site
Vaughn Construction Office -Bid

Description	Cost	Total
Vaughn Construction Office -Bid Off Broadway ***SEE BREAK DOWN AT BOTTOM*** Commercial EIFS- MD & EIFS System DPR Synthetic Finish applied over DM Base-Coat/Adhesive applied over Reinforcement Fiber Mesh Embedded with Base-Coat over 1 1/2 inch EPS Insulation Board applied with Vertical Notch Trowel Grooves for Drainage, using DM Base-Coat/Adhesive Material & Labor BREAK DOWN- ALLEY WALL-\$2,380.00 NORTH WALL- \$21,080.00 SOUTH WALL-\$21,080.00	44,540.00	44,540.00
Estimate/Bid Only	Total \$44,540.00	

1211 Ave F – Before Pictures



Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Pat Kelly Properties, located at 1101 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Pat Kelly Properties is renovating their property at 1101 Main Street, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes mortar, paint, and fascia repair.

The cost of the project is estimated to be \$17,050, and the requested grant amount is \$8,525. The Market Lubbock, Inc. Board of Directors approved this amount at their October 23, 2024 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$17,050, with \$8,525 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Pat Kelly Properties for property located at 1101 Main Street, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Brianna Brown, Business Development Director

APPROVED AS TO FORM:


Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
PAT KELLY PROPERTIES, INC. AT 1101 MAIN STREET
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, October 23, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Pat Kelly Properties, Inc., owner of multiple downtown properties, who is renovating the interior and exterior of their building at 1101 Main Street, located in the Downtown TIF.

The scope of façade work will include mortar, paint, and fascia repair totaling \$17,050. The scope of permittable work will include HVAC, electrical, plumbing, interior repairs, and roof replacement totaling \$307,661 for a total of \$324,711 in expenses

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

Grant Pat Kelly Properties, Inc. a Downtown Façade Grant totaling \$8,525 and a Downtown Permittable Grant for \$30,766 at 1101 Main Street, which is in the Downtown TIF, once proof of payment has been submitted.

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

Upon Motion by Director, Ms. Melissa Collier, and Seconded by Director, Mr. Chris Carpenter.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Pat Kelly Properties, Inc. at 1101 Main Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1101 Main St.

(Pat Kelly Properties)

TOTAL SCOPE OF WORK = \$324,711

TOTAL GRANTS = \$39,291

TOTAL FAÇADE SCOPE OF WORK = \$17,050

FAÇADE GRANT = \$8,525

TOTAL PERMITTABLE SCOPE OF WORK = \$307,661

PERMITTABLE GRANT = \$30,766



**Downtown Grant Program
Presented to MLI Board
October 23, 2024**

Project 1101 Main St. (Façade & Permittable)

Pat Kelly Properties, Inc., owner of multiple downtown properties, is renovating the exterior of their building at 1101 Main St., located within the Downtown TIF.

The scope of façade work will include mortar, paint, and fascia repair totaling \$17,050. The scope of permittable work will include HVAC, electrical, plumbing, interior repairs, and roof replacement totaling \$307,661 for a total of \$324,711 in expenses.

The MLI Board is being asked to consider a Downtown Facade Grant for Pat Kelly Properties, Inc. totaling \$8,525 and a Downtown Permittable Grant of \$30,766 at 1101 Main St.



Downtown Grant - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 08/08/24

Projected Project Start Date Sept. 2024

Project Property Address 1101 Main St., Lubbock, TX 79401
Property LCAD R# 108207

GENERAL INFORMATION

Company Name Pat Kelly Properties
Street Address 1105 Main Street
City, State, Zip Lubbock, TX 79401

Contact Pat Kelly
Title Owner
Phone 806-470-1565
Email Patkelly@suddenlink.net

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐

Grant Type: Permittable ☒ Façade ☒

Project Summary Scope

R&R to codes HVAC, Electrical, Plumbing, Interior Finish Out, Roof Repairs and Exterior Updates and Repairs



Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Permittable		
HVAC	\$42,565	\$4,257
Electrical Updates	\$12,719	\$1,272
Plumbing Updates	\$5,683	\$568
Interior Repairs/Updates	\$14,503	\$1,450
Roof	\$131,725	\$13,173
Roof (1105 Main)	\$81,975	\$8,198
HVAC (1105 Main)	\$9,392	\$939
Electrical (1105 Main)	\$3,908	\$391
Flooring, Sheetrock, Paint (1105 Main)	\$5,191	\$519
Permittable Total	\$307,661	\$30,766
Façade		
R&R old pipes on exterior?	\$750	\$375
Repair mortar and paint exterior west side of building	\$7,025	\$3,513
Replace fascia and trim at garage	\$9,275	\$4,638
	\$17,050	\$8,525
TOTAL	\$324,711	\$39,291

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



COMPANY BACKGROUND

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


Name	Percent	Name	Percent
Pat Kelly	50%		
Yolanda Kelly	50%		

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

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

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

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

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

Is the firm a non-profit entity? **No** 

APPLICANT'S CHECKLIST:

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

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

Contact Brianna Brown, City Director of Development bbrown@mylubbock.us , to determine:

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

Documents Required for Final Grant Application

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

After Completion of Construction

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

Signature (not required for electronic submittals): Pat Kelly per Email

Date: 8/8/2024



Nugent Mechanical

1107 Main Street
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#188
TOTAL	\$6,087.23

6630.89
5452.04
5504.65
5114.95
6896.86
6878.35

CONTACT US
903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

\$42,564.97
HVAC

ESTIMATE

Services	qty	unit price	amount
LABOR	10.0	\$100.00	\$1,000.00
1 HOUR			

Services subtotal: \$1,000.00

Materials	qty	unit price	amount
Filter base and filter	1.0	\$150.00	\$150.00
Filter base and filter			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
Lay inn grill	6.0	\$45.00	\$270.00
2x2			

AC 4T 15SR 1STG	1.0	\$3,256.55	\$3,256.55
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 4 TON	1.0	\$1,345.40	\$1,345.40

The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.



Nugent Mechanical

1109 Main Street, B
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#194
TOTAL	\$6,630.89

CONTACT US

903 E Kent St
Lubbock, TX 79403

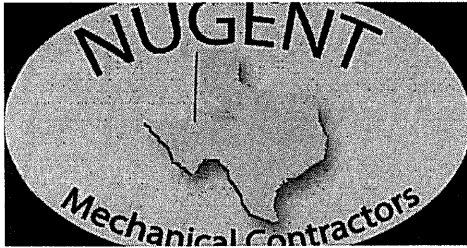
(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	12.0	\$100.00	\$1,200.00
1 HOUR			
			Services subtotal: \$1,200.00

Materials	qty	unit price	amount
Spiral Duct	4.0	\$225.00	\$900.00
20" x 10' spiral pipe			
Spiral pipe grills	6.0	\$85.00	\$510.00
AC 3T 15SR 1STG	1.0	\$2,670.65	\$2,670.65
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 3 TON	1.0	\$1,278.75	\$1,278.75
The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75

Materials subtotal: \$5,606.15



Nugent Mechanical

1109 Main Street
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#189
TOTAL	\$5,452.04

CONTACT US

903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	8.0	\$100.00	\$800.00
1 HOUR			

Services subtotal: \$800.00

Materials	qty	unit price	amount
Duct board Trunk line	4.0	\$150.00	\$600.00
20'X 20" X1.5"			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
AC 3T 15SR 1STG	1.0	\$2,670.65	\$2,670.65
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 3 TON	1.0	\$1,278.75	\$1,278.75

The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.

Materials subtotal: \$4,796.15



Nugent Mechanical

1104 Avenue J
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#195
TOTAL	\$5,504.65

CONTACT US
903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	12.0	\$100.00	\$1,200.00
1 HOUR			

Services subtotal: \$1,200.00

Materials	qty	unit price	amount
AC 3T 15SR 1STG	1.0	\$2,670.65	\$2,670.65
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 3 TON	1.0	\$1,278.75	\$1,278.75
The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
Filter base and filter	1.0	\$150.00	\$150.00
Filter base and filter			
Honeywell	1.0	\$104.00	\$104.00
T4 programmable thermostat			



Nugent Mechanical

1106 Avenue J
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#196
TOTAL	\$5,114.95

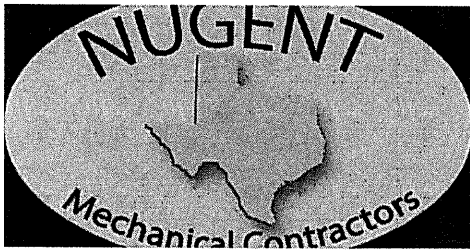
CONTACT US
903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	8.0	\$100.00	\$800.00
1 HOUR			
			Services subtotal: \$800.00

Material	qty	unit price	amount
AC 3T 15SR 1STG	1.0	\$2,670.65	\$2,670.65
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 3 TON	1.0	\$1,278.75	\$1,278.75
The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
Filter base and filter	1.0	\$150.00	\$150.00
Filter base and filter			
Honeywell	1.0	\$104.00	\$104.00
T4 programmable thermostat			



Nugent Mechanical

1108 Avenue J
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#197
TOTAL	\$6,896.86

CONTACT US
903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	12.0	\$100.00	\$1,200.00
1 HOUR			

Services subtotal: \$1,200.00

Materials	qty	unit price	amount
AC 3T 15SR 1STG	1.0	\$2,670.65	\$2,670.65
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 3 TON	1.0	\$1,278.75	\$1,278.75
The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
Filter base and filter	1.0	\$150.00	\$150.00
Filter base and filter			
Honeywell	1.0	\$104.00	\$104.00
T4 programmable thermostat			



Nugent Mechanical

1110 Avenue J
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#198
TOTAL	\$6,878.35

CONTACT US

903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	12.0	\$100.00	\$1,200.00
1 HOUR			

Services subtotal: \$1,200.00

Material	qty	unit price	amount
AC 3T 15SR 1STG	1.0	\$2,670.65	\$2,670.65
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 3 TON	1.0	\$1,278.75	\$1,278.75
The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
Filter base and filter	1.0	\$150.00	\$150.00
Filter base and filter			
Honeywell	1.0	\$104.00	\$104.00
T4 programmable thermostat			

Jimenez Electric

T.E.C.L Lic. # 19445

Master Lic.#13167

2107 Colgate

Lubbock, TX. 79415

Phone: (806)-777-7392

Fax: (806)-763-0669

E-Mail:jmzelec@att.net

Bid Proposal

Date: 8-29-24

To: Pat Kelly Properties

Email: patkelly@suddenlink.net

1105 Main St.

Lubbock, Tx. 79401

Cell: 470-1565

1101 Main
Job: ~~1310 Broadway St~~

Work Description: Electrical wiring to Heat & air units with Permits.

ADDRESS	WK Description	MATERIAL	LABOR	TAXES	TOTAL
1101 Main st.	Heat & air	\$450	\$1400	\$152.62	\$2002.62
1105 Main st	upgrade Panel	\$1210	\$2400	\$297.83	\$3,907.83 xx
1109 A/B Main	2-heat & air panel	\$1400	\$2500	\$321.75	\$4221.75
1108 Ave J	heat & air panel	\$1600	\$2500	\$338.25	\$4438.25
1110 Ave J	heat & air	\$400	\$1500	\$156.75	\$2056.75

Material: \$5060.00

Labor: \$10,300.00

Taxes: \$ 1,267.20

Total Price: \$16,627.20 *\$ 12,719.37*

Respectfully submitted by: Victor Jimenez

Electrical

Regulated by The Texas Department
of Licensing and Regulation
P.O. Box 12157
Austin, Texas 78711
1-800-803-9202 or 512-463-6599



F3 Plumbing, Heating & Cooling

Plumbing

ESTIMATE	#232
EXPIRATION DATE	Sep 14, 2024

1105 Main St
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

CONTACT US
5703 County Rd 6220, Ste. 8, 8
Lubbock, TX 79415

(806) 441-4110
services@f3plumbinghvac.com

ESTIMATE

Water Heater Replacements

Services	Qty	Unit Price	Amount
Water Heater - 50 Gallon Rheem Water Heater (electric) Replace existing water heater with new water heater. Replace drain pan, water supply lines & bring unit up to code. Ensure unit is working properly & that water heater is filled with water before turning breaker on. The water heaters that will get replaced are at 1107 Main Street & 1106 Ave J.	2.0	\$1,500.00	\$3,000.00
Service Call - Commercial Service Call. Cut hole in the wall at either 1106 Ave J or 1105 Main Street to access the vent stack. Cut a section out of the vent stack to remove the sewer machine cable that broke off & got stuck in the line. After removing the cable, re-connect the vent stack.	5.0	\$185.00	\$925.00
Services subtotal:			\$3,925.00
Subtotal			\$3,925.00
Tax (Sales Tax 6.25%)			\$57.81
Total			\$3,982.81

HVAC Changeouts

Armando Loera Painting & Repairs

6801 19th St # 339
Lubbock, Texas 79407
loerapainting@yahoo.com
(214) 395-0721

Interior Repair

PROPOSAL SUBMITTED TO: Pat Kelly	JOB NAME	JOB #
ADDRESS 1101 MAIN St	JOB LOCATION 1101 Main	
Lubbock TX	DATE	DATE OF PLANS 8-21-24
PHONE # 806 470-1565	FAX #	ARCHITECT

We hereby submit specifications and estimates for: **1105 Main Alley, West Wall**
2250 Sq ft at 3.00 sq ft 2 COATS LOX-ON ELASTOMERIC
Paint - Pressure Wash Scrape Repair Mortar Bottom
of Wall **Total Labor, Material 7,025**

Interior Barb Room - Shetrock Tape, Bed, Texture,
Paint Total Labor Material ~~2,746.88~~
Total 2,746.88

Pat Kelly Office - Tear Out Carpet Install 552 Sq ft +
1/4 Round around Base
Total Labor Material 2,444.00

Acoustal Ceiling At 1107 Main Demo Haul-Off Install
212 Ceiling Tiles Install 2 ft T Rails \$6258
Total Labor Material 6,258.00

1107 Demo Entry to 1st Office and Frame Wall Shetrock
Tape Bed Texture Paint Labor & Materials 1,650.00
Total 15,123.88

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ **16,258.00** Dollars

with payments to be made as follows:

any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Armando Loera

6258.00
1650.00
2871.34
1921.00
1903.13

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

\$14,503.47

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

Interior Repair



Customer Quote

9/11/2024, 7:04 PM CDT

Sales Person DJ325WA

Store Phone # (806) 788-1484

Store # 0505

Location 5801 W LOOP 289, LUBBOCK, TX 79414

Customer Information

PAT KELLY

(806) 470-1565

PATKELLY@SUDDENLINK.NET

KELLY PROPERTIES 6827

1105 MAIN ST.

LUBBOCK, TX 79401



Quote # H0505-375662

PO / Job Name

Will Call



Pickup Date

Friday, September 20

10:30 AM CDT

Item Description

Model #

SKU #

Unit Price

Qty

Subtotal



Pergo Outlast+ Cocoa Walters Oak 12 mm T x 7.4 in.
W Waterproof Laminate Wood Flooring (19.63 sq. ft.
/case)

N/A

1010376070

\$54.76 / case
\$52.01 / case

51

\$2,652.51

DISCOUNT \$2.75 OFF EACH

Prices Valid Through: 09/18/2024
at The Home Depot #0505

Subtotal	\$2,792.76
Discounts	-\$140.25
Sales Tax	\$218.83
Quote Total	\$2,871.34

Proposal

Armando Loera Painting & Repairs

6801 19th St # 339
Lubbock, Texas 79407
loerapainting@yahoo.com
(214) 395-0721

Interior Repair

PROPOSAL SUBMITTED TO: Pat Kelly		JOB NAME	JOB #
ADDRESS 1101 Main		JOB LOCATION 1101 Main	
Lubbock Tx		DATE	DATE OF PLANS 8-21-24
PHONE # 806 470-1565	FAX #	ARCHITECT	

We hereby submit specifications and estimates for: 1110B MAIN 658 Sq ft Sheetrock, Tape,
Bed Texture Paint Total Labor & Materials Total 1,821.00

page 1	15123.88
11 2	1821.00
	<u>1,6944.88</u>

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:
\$ Sixteen Thousand Nine Hundred Forty Four and 88/100 — Dollars
with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Arb Loera

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

Quote #001

Weld House Specialties

Interior Repair

Manny Sanchez 10005 NCR 2750 Lubbock, Tx 79403

weldhouse@yahoo.com Cell# (806)441-6020

DATE 10/2/2024

BILL TO

Pat Kelly

1105 Main St. Lubbock, TX 79401
(806)470-1565

FOR

Demo, Paint and Additional Structure

1110A AVE J

Details

Column1

Demo (10 Hour)

\$700.00

Paint (7 Hours)

\$490.00

Addition Structure (8 Hours)

\$560.00

Rates @ \$70.00 Per Hour

SUBTOTAL \$1,750.00

TAX RATE 8.75%

OTHER \$0.00

TOTAL \$1,903.13

Make all checks payable to Bettina Sanchez

If you have any questions concerning this invoice, use the following contact information:

Manny Sanchez (806)441-6020 weldhouse@yahoo.com

THANK YOU FOR YOUR BUSINESS!

$$\begin{array}{r} 50,525 \\ \hline \$131,725 \\ \hline \hline \end{array}$$



LUBBOCK TX (806) 441-7554
SAN ANGELO TX (325) 213-9894
DEQUINCY LA (337) 900-1009

RALEIGH NC (919) 999-0922
JACKSONVILLE NC (910) 386-4518
FAYETTEVILLE NC (919) 999-0922
OUTERBANKS NC (252) 423-9510

DALLAS TX (214) 799-6930
SAN ANTONIO TX (210) 970-2099
COASTAL BEND TX (361) 877-9336

NAME Pat Kelly	
ADDRESS 1105 Main Street, Lubbock, TX 79401	
EMAIL patkelly@suddenlink.net	
PHONE (806) 470-1565	DATE 10/02/2024
JOB LOCATION 1109 Main Street	TYPE Commercial

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

ROOF TYPE: TPO white 60 mil

☐ Composition ☐ Metal ☐ Tile ☐ Wood/Shake ☐ Hot Mop ☐ B.U.R. ☐ EPDM ☒ TPO

1. Install 33 sq. Color/Style White 60 mil TPO

2. Tear-off and dispose of all old roofing materials. 1 layers.

3. Install new underlayment ☐ 30lb Felt ☐ Synthetic ☒ N/A

4. Install new pipe jack boots/R&R if needed.

5. Story 2, Pitch 1/12

6. Install ice and water protector membrane in valleys, around penetrations, etc. N/A

7. Install roof system to manufacture and wind zone specifications.

8. Material Warranty: ☐ ☐ ☐

9. No other work will be authorized unless written on this contract.

10. Decking if required, \$ 100 Per sheet installed.

11. See Supplemental Sheet.

Total include items 1 thru 10: \$ 50,525.00

Any Change Orders Needed Must Be Approved By Customer In Writing.

2 Year Workmanship Warranty. Product Warranties Are Manufacturer Specific.

Customer Will Be Provided Extensive Before, During, and After Project Photos.

TERMS: FULL PAYMENT INCLUDING SUPPLEMENT DUE UPON COMPLETION

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:

Proposed Project Price Before Any Approved Change Orders DOLLARS \$ 50,525.00

Make checks payable to PATRIOTS' ROOFING



LUBBOCK TX (806) 441-7554
SAN ANGELO TX (325) 213-9894
DEQUINCY LA (337) 900-1009

RALEIGH NC (919) 999-0922
JACKSONVILLE NC (910) 386-4518
FAYETTEVILLE NC (919) 999-0922
OUTERBANKS NC (252) 423-9510

DALLAS TX (214) 799-6930
SAN ANTONIO TX (210) 970-2099
COASTAL BEND TX (361) 877-9336

NAME
Pat Kelly

ADDRESS
1105 Main Street, Lubbock, TX 79401

EMAIL
patkelly@suddenlink.net

PHONE
(806) 470-1565

DATE
10/02/2024

JOB LOCATION
1105 Main Street

TYPE
Commercial

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

ROOF TYPE: TPO white 60 mil

☐ Composition ☐ Metal ☐ Tile ☐ Wood/Shake ☐ Hot Mop ☐ B.U.R. ☐ EPDM ☒ TPO

1. Install 67 sq. Color/Style White 60 mil TPO

2. Tear-off and dispose of all old roofing materials. 1 layers.

3. Install new underlayment ☐ 30lb Felt ☐ Synthetic ☒ N/A

4. Install new pipe jack boots/R&R if needed.

5. Story 2, Pitch 1/12

6. Install ice and water protector membrane in valleys, around penetrations, etc. N/A

7. Install roof system to manufacture and wind zone specifications.

8. Material Warranty: ☐ ☐ ☐

9. No other work will be authorized unless written on this contract.

10. Decking if required, \$ 100 Per sheet installed.

11. See Supplemental Sheet.

Total include items 1 thru 10: \$ 81,975.00

Any Change Orders Needed Must Be Approved By Customer In Writing

2 Year Workmanship Warranty. Product Warranties Are Manufacturer Specific.

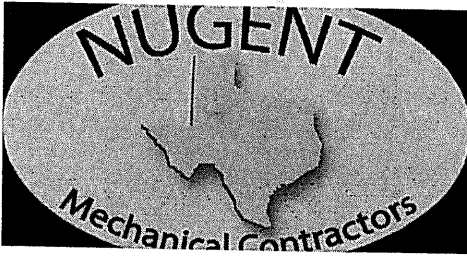
Customer Will Be Provided Extensive Before, During, and After Project Photos.

TERMS: FULL PAYMENT INCLUDING SUPPLEMENT DUE UPON COMPLETION

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:

Proposed Project Price Before Any Approved Change Orders DOLLARS \$ 81,975.00

Make checks payable to PATRIOTS' ROOFING



Nugent Mechanical

1105 Main Street
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#187
TOTAL	\$9,391.87

CONTACT US
903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	12.0	\$100.00	\$1,200.00
1 HOUR			

Services subtotal: \$1,200.00

Equipment	qty	unit price	amount
Heat Pump 5 Ton 1 Stage	1.0	\$3,554.15	\$3,554.15
A Budget-friendly Heat Pump to Cool and Warm Your Home. This Legacy™ heat pump provides low-cost all-season comfort, cooling your home in summer with its up to 15.2 SEER2 rating, then reversing when temperatures drop for economical electric heat. Our most affordable ENERGY STAR qualified heat pump, it adds up to year-round savings on your utility bills.			
FAN COIL 5 TON	1.0	\$1,348.50	\$1,348.50
The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
Filter base and filter	1.0	\$150.00	\$150.00
Filter base and filter			
HEAT PUMP OUTDOOR UNIT 24000BTU/HR 19	1.0	\$1,619.65	\$1,619.65

Jimenez Electric

T.E.C.L Lic. # 19445
Master Lic.#13167
2107 Colgate
Lubbock, TX. 79415
Phone: (806)-777-7392
Fax: (806)-763-0669
E-Mail:jmzelec@att.net

Bid Proposal

Date: 8-29-24

To: Pat Kelly Properties
Email: patkelly@suddenlink.net
1105 Main St.
Lubbock, Tx. 79401
Cell: 470-1565

1105 MAIN
Job: ~~1310 Broadway St~~

Work Description: Electrical wiring to Heat & air units with Permits.

ADDRESS	WK Description	MATERIAL	LABOR	TAXES	TOTAL
1101 Main st.	Heat & air	\$450	\$1400	\$152.62	\$2002.62
1105 Main st	upgrade Panel	\$1210	\$2400	\$297.83	\$3,907.83
1109 A/B Main	2-heat & air panel	\$1400	\$2500	\$321.75	\$4221.75
1108 Ave J	heat & air panel	\$1600	\$2500	\$338.25	\$4438.25
1110 Ave J	heat & air	\$400	\$1500	\$156.75	\$2056.75

Material: \$5060.00
Labor: \$10,300.00
Taxes: \$ 1,267.20
Total Price: \$16,627.20

Respectfully submitted by: Victor Jimenez

Regulated by The Texas Department
of Licensing and Regulation
P.O. Box 12157
Austin, Texas 78711
1-800-803-9202 or 512-463-6599

Armando Loera Painting & Repairs

6801 19th St # 339
Lubbock, Texas 79407
loerapainting@yahoo.com
(214) 395-0721

SUBMITTED TO: Pat Kelly 1101 MAIN St Lubbock TX 806 470-1565		JOB NAME	JOB #
FAX #		JOB LOCATION 1101 Main	DATE OF PLANS 8-21-24
ARCHITECT			

I hereby submit specifications and estimates for: 1105 Main Alley, West Wall
2250 Sqft at 3.00 sqft 2 COATS LOX-ON ELASTOMERIC
Paint - Pressure Wash Scrape Repair Mortar Bottom
of Wall
Total Labor, Material 7,025

Interior Bath Room - Sheetrock Tape, Bed, Texture,
Paint Total Labor Material ~~2,746.88~~
Total 2,746.88

Pat Kelly Office - Tear Out Carpet Install 552 Sqft
1/4 Round around Base
Total Labor Material 2,444.00

Acoustal Ceiling at 1107 Main Demo Haul-off Install
212 Ceiling Tiles Install 2ft T Rails
Total Labor Material 1,258.00

1107 Demo Entry to 1st Office and Frame Wall Sheetrock
Tape Bed Texture Paint Labor & Materials 1,650.00
Total 15,123.88

I propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

2746.88 Dollars

payments to be made as follows:

2444.00

\$ 5190.88

alteration or deviation from above specifications involving extra costs
be executed only upon written order, and will become an extra charge
and above the estimate. All agreements contingent upon strikes,
delays, or delays beyond our control.

Respectfully
submitted

Armando Loera

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

above prices, specifications and conditions are satisfactory and are
be accepted. You are authorized to do the work as specified.
payments will be made as outlined above.

Signature _____

of Acceptance _____

Signature _____

F-SCODE

JOB	BID #
ADDRESS	DATE 8-27-24
FIRM	PREPARED BY
ADDRESS	APPROVED BY
TYPE OF WORK	PHONE

WORK INCLUDED	AMOUNT OF BID
remove old pipes from outside building	
run sewer & clean out all drains	
remove & install replace two toilets , remove two	
material & labor	750 ⁰⁰ /
Will Plumbing Co.	
TOTAL BID	

[illegible]

ACKNOWLEDGEMENT OF ADDENDA:	TAX	
DELIVERY	EXCLUDED	
	INCLUDED	
		RECEIVED BY:

Armando Loera Painting & Repairs

6801 19th St # 339

Lubbock, Texas 79407

loerapainting@yahoo.com

(214) 395-0721

FACADE

PROPOSAL SUBMITTED TO: Pat Kelly	JOB NAME	JOB #
ADDRESS 1101 MAIN St	JOB LOCATION 1101 MAIN	
Lubbock TX	DATE	DATE OF PLANS 8-21-24
PHONE # 806 470-1565	FAX #	ARCHITECT

We hereby submit specifications and estimates for: 1105 Main Alley, West Wall
 2250 Sgft at 3.00 sgft 2 COATS LOX-ON ELASTOMERIC
 Paint - Pressure Wash Scrape Repair Mortar Bottom
 of Wall Total Labor, Material 7,025

Interior Back Room - Sheetrock Tape, Bed, Texture,
 Paint Total Labor Material ~~2,746.88~~
 Total 2,746.88

Pat Kelly Office - Tear Out Carpet Install 552 Sgft +
 1/4 Round around Base
 Total Labor Material 2,444.00

Acoustal Ceiling At 1107 Main. Demo Haul-Off Install
 2x2 Ceiling Tiles Install 2ft T RAILS
 Total Labor Material 1,258.00

1107 Demo Entry to 1st Office and Frame Wall Sheetrock
 Tape Bed Texture Paint Labor & Materials 1,650.00
 Total 15,123.88

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

And

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

31D MEMO

JOB	Pat Kelly	BID #	
ADDRESS	1101 1101 MAIN ST	DATE	Aug - 28 - 2024
FIRM	Pat Kelly Propertys	PREPARED BY	R. Sadler
ADDRESS	1105 MAIN	APPROVED BY	RSadler
TYPE OF WORK		PHONE	806-786-0569

WORK INCLUDED	AMOUNT OF BID
Rebate facia & Soffit Exterior bldg Includes: Labor & Materials	9275 ⁰⁰
	9275 ⁰⁰
TOTAL BID	

EXCLUSIONS AND QUALIFICATIONS

R Sackler

Rich Sadler Construction
848 EDWARD Rd.
Tahoka, TX 79373

ACKNOWLEDGEMENT OF ADDENDUM DELIVERY	TAX	
	EXCLUDED	
	INCLUDED	
	RECEIVED BY:	

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Pat Kelly Properties, located at 1101 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Pat Kelly Properties is renovating their property at 1101 Main Street, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes HVAC, plumbing, electrical, interior, and roof repairs.

The cost of the project is estimated to be \$307,661, and the requested grant amount is \$30,766. The Market Lubbock, Inc. Board of Directors approved this amount at their October 23, 2024 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$307,661, with \$30,766 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Pat Kelly Properties for property located at 1101 Main Street is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
PAT KELLY PROPERTIES, INC. AT 1101 MAIN STREET
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, October 23, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Pat Kelly Properties, Inc., owner of multiple downtown properties, who is renovating the interior and exterior of their building at 1101 Main Street, located in the Downtown TIF.

The scope of façade work will include mortar, paint, and fascia repair totaling \$17,050. The scope of permissible work will include HVAC, electrical, plumbing, interior repairs, and roof replacement totaling \$307,661 for a total of \$324,711 in expenses

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

Grant Pat Kelly Properties, Inc. a Downtown Façade Grant totaling \$8,525 and a Downtown Permittable Grant for \$30,766 at 1101 Main Street, which is in the Downtown TIF, once proof of payment has been submitted.

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

Upon Motion by Director, Ms. Melissa Collier, and Seconded by Director, Mr. Chris Carpenter.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Pat Kelly Properties, Inc. at 1101 Main Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1101 Main St.

(Pat Kelly Properties)

TOTAL SCOPE OF WORK = \$324,711

TOTAL GRANTS = \$39,291

TOTAL FAÇADE SCOPE OF WORK = \$17,050

FAÇADE GRANT = \$8,525

TOTAL PERMITTABLE SCOPE OF WORK = \$307,661

PERMITTABLE GRANT = \$30,766



**Downtown Grant Program
Presented to MLI Board
October 23, 2024**

Project 1101 Main St. (Façade & Permittable)

Pat Kelly Properties, Inc., owner of multiple downtown properties, is renovating the exterior of their building at 1101 Main St., located within the Downtown TIF.

The scope of façade work will include mortar, paint, and fascia repair totaling \$17,050. The scope of permittable work will include HVAC, electrical, plumbing, interior repairs, and roof replacement totaling \$307,661 for a total of \$324,711 in expenses.

The MLI Board is being asked to consider a Downtown Facade Grant for Pat Kelly Properties, Inc. totaling \$8,525 and a Downtown Permittable Grant of \$30,766 at 1101 Main St.



Downtown Grant - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 08/08/24

Projected Project Start Date Sept. 2024

Project Property Address 1101 Main St., Lubbock, TX 79401
Property LCAD R# 108207

GENERAL INFORMATION

Company Name Pat Kelly Properties
Street Address 1105 Main Street
City, State, Zip Lubbock, TX 79401

Contact Pat Kelly
Title Owner
Phone 806-470-1565
Email Patkelly@suddenlink.net

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐

Grant Type: Permittable ☒ Façade ☒

Project Summary Scope

R&R to codes HVAC, Electrical, Plumbing, Interior Finish Out, Roof Repairs and Exterior Updates and Repairs



Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Permittable		
HVAC	\$42,565	\$4,257
Electrical Updates	\$12,719	\$1,272
Plumbing Updates	\$5,683	\$568
Interior Repairs/Updates	\$14,503	\$1,450
Roof	\$131,725	\$13,173
Roof (1105 Main)	\$81,975	\$8,198
HVAC (1105 Main)	\$9,392	\$939
Electrical (1105 Main)	\$3,908	\$391
Flooring, Sheetrock, Paint (1105 Main)	\$5,191	\$519
Permittable Total	\$307,661	\$30,766
Façade		
R&R old pipes on exterior?	\$750	\$375
Repair mortar and paint exterior west side of building	\$7,025	\$3,513
Replace fascia and trim at garage	\$9,275	\$4,638
	\$17,050	\$8,525
TOTAL	\$324,711	\$39,291

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



COMPANY BACKGROUND

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


Name	Percent	Name	Percent
Pat Kelly	50%		
Yolanda Kelly	50%		

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

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

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

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

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

Is the firm a non-profit entity? **No** 

APPLICANT'S CHECKLIST:

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

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

Contact Brianna Brown, City Director of Development bbrown@mylubbock.us , to determine:

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

Documents Required for Final Grant Application

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

After Completion of Construction

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

Signature (not required for electronic submittals): Pat Kelly per Email

Date: 8/8/2024



Nugent Mechanical

1107 Main Street
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#188
TOTAL	\$6,087.23

6630.89
5452.04
5504.65
5114.95
6896.86
6878.35

CONTACT US
903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

\$42,564.97

HVAC

ESTIMATE

Services	qty	unit price	amount
LABOR	10.0	\$100.00	\$1,000.00
1 HOUR			

Services subtotal: \$1,000.00

Materials	qty	unit price	amount
Filter base and filter	1.0	\$150.00	\$150.00
Filter base and filter			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
Lay inn grill	6.0	\$45.00	\$270.00
2x2			

AC 4T 15SR 1STG	1.0	\$3,256.55	\$3,256.55
-----------------	-----	------------	------------

Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.

FAN COIL 4 TON	1.0	\$1,345.40	\$1,345.40
----------------	-----	------------	------------

The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.



Nugent Mechanical

1109 Main Street, B
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#194
TOTAL	\$6,630.89

CONTACT US

903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

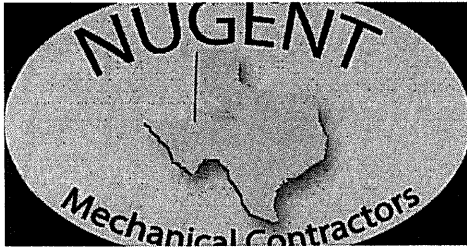
ESTIMATE

Services	qty	unit price	amount
LABOR	12.0	\$100.00	\$1,200.00
1 HOUR			

Services subtotal: \$1,200.00

Materials	qty	unit price	amount
Spiral Duct	4.0	\$225.00	\$900.00
20" x 10' spiral pipe			
Spiral pipe grills	6.0	\$85.00	\$510.00
AC 3T 15SR 1STG	1.0	\$2,670.65	\$2,670.65
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 3 TON	1.0	\$1,278.75	\$1,278.75
The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75

Materials subtotal: \$5,606.15



Nugent Mechanical

1109 Main Street
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#189
TOTAL	\$5,452.04

CONTACT US

903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	8.0	\$100.00	\$800.00
1 HOUR			

Services subtotal: \$800.00

Materials	qty	unit price	amount
Duct board Trunk line	4.0	\$150.00	\$600.00
20'X 20" X1.5"			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
AC 3T 15SR 1STG	1.0	\$2,670.65	\$2,670.65
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 3 TON	1.0	\$1,278.75	\$1,278.75

The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.

Materials subtotal: \$4,796.15



Nugent Mechanical

1104 Avenue J
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#195
TOTAL	\$5,504.65

CONTACT US
903 E Kent St
Lubbock, TX 79403

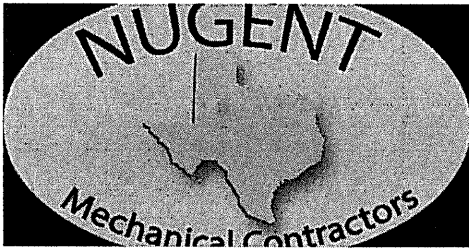
(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	12.0	\$100.00	\$1,200.00
1 HOUR			

Services subtotal: \$1,200.00

Materials	qty	unit price	amount
AC 3T 15SR 1STG	1.0	\$2,670.65	\$2,670.65
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 3 TON	1.0	\$1,278.75	\$1,278.75
The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
Filter base and filter	1.0	\$150.00	\$150.00
Filter base and filter			
Honeywell	1.0	\$104.00	\$104.00
T4 programmable thermostat			



Nugent Mechanical

1106 Avenue J
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#196
TOTAL	\$5,114.95

CONTACT US
903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	8.0	\$100.00	\$800.00
1 HOUR			
			Services subtotal: \$800.00

Material	qty	unit price	amount
AC 3T 15SR 1STG	1.0	\$2,670.65	\$2,670.65
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 3 TON	1.0	\$1,278.75	\$1,278.75
The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
Filter base and filter	1.0	\$150.00	\$150.00
Filter base and filter			
Honeywell	1.0	\$104.00	\$104.00
T4 programmable thermostat			



Nugent Mechanical

1108 Avenue J
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#197
TOTAL	\$6,896.86

CONTACT US
903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	12.0	\$100.00	\$1,200.00
1 HOUR			
			Services subtotal: \$1,200.00

Materials	qty	unit price	amount
AC 3T 15SR 1STG	1.0	\$2,670.65	\$2,670.65
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 3 TON	1.0	\$1,278.75	\$1,278.75
The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
Filter base and filter	1.0	\$150.00	\$150.00
Filter base and filter			
Honeywell	1.0	\$104.00	\$104.00
T4 programmable thermostat			



Nugent Mechanical

1110 Avenue J
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#198
TOTAL	\$6,878.35

CONTACT US
903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	12.0	\$100.00	\$1,200.00
1 HOUR			

Services subtotal: \$1,200.00

Material	qty	unit price	amount
AC 3T 15SR 1STG	1.0	\$2,670.65	\$2,670.65
Cool Your Home with High Efficiency and High Value. Enjoy reliable, money-saving cooling for your home with impressive efficiency ratings up to 16.5 SEER2.			
FAN COIL 3 TON	1.0	\$1,278.75	\$1,278.75
The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
Filter base and filter	1.0	\$150.00	\$150.00
Filter base and filter			
Honeywell	1.0	\$104.00	\$104.00
T4 programmable thermostat			

Jimenez Electric

T.E.C.L Lic. # 19445

Master Lic.#13167

2107 Colgate

Lubbock, TX. 79415

Phone: (806)-777-7392

Fax: (806)-763-0669

E-Mail:jmzelec@att.net

Bid Proposal

Date: 8-29-24

To: Pat Kelly Properties

Email: patkelly@suddenlink.net

1105 Main St.

Lubbock, Tx. 79401

Cell: 470-1565

1101 Main
Job: ~~1310 Broadway St~~

Work Description: Electrical wiring to Heat & air units with Permits.

ADDRESS	WK Description	MATERIAL	LABOR	TAXES	TOTAL
1101 Main st.	Heat & air	\$450	\$1400	\$152.62	\$2002.62
1105 Main st	upgrade Panel	\$1210	\$2400	\$297.83	\$3,907.83 xx
1109 A/B Main	2-heat & air panel	\$1400	\$2500	\$321.75	\$4221.75
1108 Ave J	heat & air panel	\$1600	\$2500	\$338.25	\$4438.25
1110 Ave J	heat & air	\$400	\$1500	\$156.75	\$2056.75

Material: \$5060.00

Labor: \$10,300.00

Taxes: \$ 1,267.20

Total Price: \$16,627.20 *\$ 12,719.37*

Respectfully submitted by: Victor Jimenez

Electrical

Regulated by The Texas Department
of Licensing and Regulation
P.O. Box 12157
Austin, Texas 78711
1-800-803-9202 or 512-463-6599



F3 Plumbing, Heating & Cooling

Plumbing

ESTIMATE

#232

EXPIRATION DATE

Sep 14, 2024

1105 Main St
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

CONTACT US

5703 County Rd 6220, Ste. 8, 8
Lubbock, TX 79415

(806) 441-4110
services@f3plumbinghvac.com

ESTIMATE

Water Heater Replacements

Services	Qty	Unit Price	Amount
Water Heater - 50 Gallon Rheem Water Heater (electric) Replace existing water heater with new water heater. Replace drain pan, water supply lines & bring unit up to code. Ensure unit is working properly & that water heater is filled with water before turning breaker on. The water heaters that will get replaced are at 1107 Main Street & 1106 Ave J.	2.0	\$1,500.00	\$3,000.00
Service Call - Commercial Service Call. Cut hole in the wall at either 1106 Ave J or 1105 Main Street to access the vent stack. Cut a section out of the vent stack to remove the sewer machine cable that broke off & got stuck in the line. After removing the cable, re-connect the vent stack.	5.0	\$185.00	\$925.00
Services subtotal:			\$3,925.00
Subtotal			\$3,925.00
Tax (Sales Tax 6.25%)			\$57.81
Total			\$3,982.81

HVAC Changeouts

Armando Loera Painting & Repairs

6801 19th St # 339
Lubbock, Texas 79407
loerapainting@yahoo.com
(214) 395-0721

Interior Repair

PROPOSAL SUBMITTED TO: Pat Kelly	JOB NAME	JOB #
ADDRESS 1101 MAIN St	JOB LOCATION 1101 Main	
Lubbock TX	DATE	DATE OF PLANS 8-21-24
PHONE # 806 470-1565	FAX #	ARCHITECT

We hereby submit specifications and estimates for: **1105 Main Alley, West Wall**
2250 Sq ft at 3.00 sq ft 2 COATS LOX-ON ELASTOMERIC
Paint - Pressure Wash Scrape Repair Mortar Bottom
of Wall **Total Labor, Material 7,025**

Interior Barb Room - Shetrock Tape, Bed, Texture,
Paint Total Labor Material ~~2,746.88~~
Total 2,746.88

Pat Kelly Office - Tear Out Carpet Install 552 Sq ft +
1/4 Round around Base
Total Labor Material 2,444.00

Acoustal Ceiling At 1107 Main Demo Haul-Off Install
212 Ceiling Tiles Install 2 ft T Rails \$6258
Total Labor Material 6,258.00

1107 Demo Entry to 1st Office and Frame Wall Shetrock
Tape Bed Texture Paint Labor & Materials 1,650.00
Total 15,123.88

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ **16,258.00** Dollars

with payments to be made as follows:

any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Armando Loera

6258.00
1650.00
2871.34
1921.00
1903.13

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

\$14,503.47

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

Interior Repair



Customer Quote

9/11/2024, 7:04 PM CDT

Sales Person DJ325WA

Store Phone # (806) 788-1484

Store # 0505

Location 5801 W LOOP 289, LUBBOCK, TX 79414

Customer Information

PAT KELLY

(806) 470-1565

PATKELLY@SUDDENLINK.NET

KELLY PROPERTIES 6827

1105 MAIN ST.

LUBBOCK, TX 79401



Quote # H0505-375662

PO / Job Name

Will Call

Pickup Date
Friday, September 20
10:30 AM CDT

Item Description

Model #

SKU #

Unit Price

Qty

Subtotal



Pergo Outlast+ Cocoa Walters Oak 12 mm T x 7.4 in.
W Waterproof Laminate Wood Flooring (19.63 sq. ft.
/case)

N/A

1010376070

\$54.76 / case
\$52.01 / case

51

\$2,652.51

◆ DISCOUNT \$2.75 OFF EACH

Prices Valid Through: 09/18/2024
at The Home Depot #0505

Subtotal	\$2,792.76
Discounts	-\$140.25
Sales Tax	\$218.83
Quote Total	\$2,871.34

Proposal

Armando Loera Painting & Repairs

6801 19th St # 339
Lubbock, Texas 79407
loerapainting@yahoo.com
(214) 395-0721

Interior Repair

PROPOSAL SUBMITTED TO: Pat Kelly		JOB NAME	JOB #
ADDRESS 1101 Main		JOB LOCATION 1101 Main	
Lubbock Tx		DATE	DATE OF PLANS 8-21-24
PHONE # 806 470-1565	FAX #	ARCHITECT	

We hereby submit specifications and estimates for: 1110B MAIN 658 Sq ft Sheetrock, Tape,
Bed Texture Paint Total Labor & Materials Total 1,821.00

page 1	15123.88
11 2	1821.00
	<u>1,6944.88</u>

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:
\$ Sixteen Thousand Nine Hundred Forty Four and 88/100 — Dollars
with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Arb Loera

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

Quote #001

Weld House Specialties

Interior Repair

Manny Sanchez 10005 NCR 2750 Lubbock, Tx 79403

weldhouse@yahoo.com Cell# (806)441-6020

DATE 10/2/2024

BILL TO

Pat Kelly

1105 Main St. Lubbock, TX 79401
(806)470-1565

FOR

Demo, Paint and Additional Structure

1110A AVE J

Details

Column1

Demo (10 Hour)

\$700.00

Paint (7 Hours)

\$490.00

Addition Structure (8 Hours)

\$560.00

Rates @ \$70.00 Per Hour

SUBTOTAL \$1,750.00

TAX RATE 8.75%

OTHER \$0.00

TOTAL \$1,903.13

Make all checks payable to Bettina Sanchez

If you have any questions concerning this invoice, use the following contact information:

Manny Sanchez (806)441-6020 weldhouse@yahoo.com

THANK YOU FOR YOUR BUSINESS!



LUBBOCK TX (806) 441-7554
SAN ANGELO TX (325) 213-9894
DEQUINCY LA (337) 900-1009

RALEIGH NC (919) 999-0922
JACKSONVILLE NC (910) 386-4518
FAYETTEVILLE NC (919) 999-0922
OUTERBANKS NC (252) 423-9510

DALLAS TX (214) 799-6930
SAN ANTONIO TX (210) 970-2099
COASTAL BEND TX (361) 877-9336

NAME

Coins On Main

ADDRESS

1105 Main Street, Lubbock, TX 79401

EMAIL

patkelly@suddenlink.net

PHONE

(806) 470-1565

DATE

09/26/2024

JOB LOCATION

1101 MAIN STREET

TYPE

Commercial

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

ROOF TYPE: TPO 60 mil white

☐ Composition ☐ Metal ☐ Tile ☐ Wood/Shake ☐ Hot Mop ☐ B.U.R. ☐ EPDM ☒ TPO

1. Install 64 sq. Color/Style White 60 mil TPO

2. Tear-off and dispose of all old roofing materials. 1 layers.

3. Install new underlayment ☐ 30lb Felt ☐ Synthetic ☒ N/A

4. Install new pipe jack boots/R&R if needed.

5. Story 1, Pitch 1/12

6. Install ice and water protector membrane in valleys, around penetrations, etc.

7. Install roof system to manufacture and wind zone specifications.

8. Material Warranty: ☐

☐

☐

☐

9. No other work will be authorized unless written on this contract.

10. Decking if required, \$100 Per sheet installed.

11. See Supplemental Sheet.

Total include items 1 thru 10: \$ 81,200.00

TERMS: FULL PAYMENT INCLUDING SUPPLEMENT DUE UPON COMPLETION

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:

Proposed Project Price Before Any Approved Change Orders DOLLARS \$ 81,200.00

50,525

\$ 131,725



LUBBOCK TX (806) 441-7554
SAN ANGELO TX (325) 213-9894
DEQUINCY LA (337) 900-1009

RALEIGH NC (919) 999-0922
JACKSONVILLE NC (910) 386-4518
FAYETTEVILLE NC (919) 999-0922
OUTERBANKS NC (252) 423-9510

DALLAS TX (214) 799-6930
SAN ANTONIO TX (210) 970-2099
COASTAL BEND TX (361) 877-9336

NAME Pat Kelly	
ADDRESS 1105 Main Street, Lubbock, TX 79401	
EMAIL patkelly@suddenlink.net	
PHONE (806) 470-1565	DATE 10/02/2024
JOB LOCATION 1109 Main Street	TYPE Commercial

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

ROOF TYPE: TPO white 60 mil

☐ Composition ☐ Metal ☐ Tile ☐ Wood/Shake ☐ Hot Mop ☐ B.U.R. ☐ EPDM ☒ TPO

1. Install 33 sq. Color/Style White 60 mil TPO

2. Tear-off and dispose of all old roofing materials. 1 layers.

3. Install new underlayment ☐ 30lb Felt ☐ Synthetic ☒ N/A

4. Install new pipe jack boots/R&R if needed.

5. Story 2, Pitch 1/12

6. Install ice and water protector membrane in valleys, around penetrations, etc. N/A

7. Install roof system to manufacture and wind zone specifications.

8. Material Warranty: ☐ ☐ ☐

9. No other work will be authorized unless written on this contract.

10. Decking if required, \$ 100 Per sheet installed.

11. See Supplemental Sheet.

Total include items 1 thru 10: \$ 50,525.00

Any Change Orders Needed Must Be Approved By Customer In Writing.

2 Year Workmanship Warranty. Product Warranties Are Manufacturer Specific.

Customer Will Be Provided Extensive Before, During, and After Project Photos.

TERMS: FULL PAYMENT INCLUDING SUPPLEMENT DUE UPON COMPLETION

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:

Proposed Project Price Before Any Approved Change Orders DOLLARS \$ 50,525.00

Make checks payable to PATRIOTS' ROOFING



LUBBOCK TX (806) 441-7554
SAN ANGELO TX (325) 213-9894
DEQUINCY LA (337) 900-1009

RALEIGH NC (919) 999-0922
JACKSONVILLE NC (910) 386-4518
FAYETTEVILLE NC (919) 999-0922
OUTERBANKS NC (252) 423-9510

DALLAS TX (214) 799-6930
SAN ANTONIO TX (210) 970-2099
COASTAL BEND TX (361) 877-9336

NAME
Pat Kelly

ADDRESS
1105 Main Street, Lubbock, TX 79401

EMAIL
patkelly@suddenlink.net

PHONE
(806) 470-1565

DATE
10/02/2024

JOB LOCATION
1105 Main Street

TYPE
Commercial

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

ROOF TYPE: TPO white 60 mil

☐ Composition ☐ Metal ☐ Tile ☐ Wood/Shake ☐ Hot Mop ☐ B.U.R. ☐ EPDM ☒ TPO

1. Install 67 sq. Color/Style White 60 mil TPO

2. Tear-off and dispose of all old roofing materials. 1 layers.

3. Install new underlayment ☐ 30lb Felt ☐ Synthetic ☒ N/A

4. Install new pipe jack boots/R&R if needed.

5. Story 2, Pitch 1/12

6. Install ice and water protector membrane in valleys, around penetrations, etc. N/A

7. Install roof system to manufacture and wind zone specifications.

8. Material Warranty: ☐ ☐ ☐

9. No other work will be authorized unless written on this contract.

10. Decking if required, \$ 100 Per sheet installed.

11. See Supplemental Sheet.

Total include items 1 thru 10:

\$ 81,975.00

Any Change Orders Needed Must Be Approved By Customer In Writing

2 Year Workmanship Warranty. Product Warranties Are Manufacturer Specific.

Customer Will Be Provided Extensive Before, During, and After Project Photos.

TERMS: FULL PAYMENT INCLUDING SUPPLEMENT DUE UPON COMPLETION

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:

Proposed Project Price Before Any Approved Change Orders DOLLARS \$ 81,975.00

Make checks payable to PATRIOTS' ROOFING



Nugent Mechanical

1105 Main Street
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

ESTIMATE	#187
TOTAL	\$9,391.87

CONTACT US
903 E Kent St
Lubbock, TX 79403

(806) 747-0448
brook.nmc@hotmail.com

ESTIMATE

Services	qty	unit price	amount
LABOR	12.0	\$100.00	\$1,200.00
1 HOUR			

Services subtotal: \$1,200.00

Equipment	qty	unit price	amount
Heat Pump 5 Ton 1 Stage	1.0	\$3,554.15	\$3,554.15
A Budget-friendly Heat Pump to Cool and Warm Your Home. This Legacy™ heat pump provides low-cost all-season comfort, cooling your home in summer with its up to 15.2 SEER2 rating, then reversing when temperatures drop for economical electric heat. Our most affordable ENERGY STAR qualified heat pump, it adds up to year-round savings on your utility bills.			
FAN COIL 5 TON	1.0	\$1,348.50	\$1,348.50
The Bryant FJ4 fan coil offers top-notch performance and durability. It's compatible with Puron refrigerant and can be installed vertically or horizontally. Designed to minimize water retention, it improves indoor air quality and longevity. With standard features like solid-state fan controls and multi-speed motors, it's efficient and reliable. Plus, its pre-painted galvanized steel casing and factory-supplied power plug make installation a breeze.			
8KW HTR W/BRKR 1PH	1.0	\$246.75	\$246.75
Filter base and filter	1.0	\$150.00	\$150.00
Filter base and filter			
HEAT PUMP OUTDOOR UNIT 24000BTU/HR 19	1.0	\$1,619.65	\$1,619.65

Jimenez Electric

T.E.C.L Lic. # 19445
Master Lic.#13167
2107 Colgate
Lubbock, TX. 79415
Phone: (806)-777-7392
Fax: (806)-763-0669
E-Mail:jmzelec@att.net

Bid Proposal

Date: 8-29-24

To: Pat Kelly Properties
Email: patkelly@suddenlink.net
1105 Main St.
Lubbock, Tx. 79401
Cell: 470-1565

1105 MAIN
Job: ~~1310 Broadway St~~

Work Description: Electrical wiring to Heat & air units with Permits.

ADDRESS	WK Description	MATERIAL	LABOR	TAXES	TOTAL
1101 Main st.	Heat & air	\$450	\$1400	\$152.62	\$2002.62
1105 Main st	upgrade Panel	\$1210	\$2400	\$297.83	\$3,907.83
1109 A/B Main	2-heat & air panel	\$1400	\$2500	\$321.75	\$4221.75
1108 Ave J	heat & air panel	\$1600	\$2500	\$338.25	\$4438.25
1110 Ave J	heat & air	\$400	\$1500	\$156.75	\$2056.75

Material: \$5060.00
Labor: \$10,300.00
Taxes: \$ 1,267.20
Total Price: \$16,627.20

Respectfully submitted by: Victor Jimenez

Regulated by The Texas Department
of Licensing and Regulation
P.O. Box 12157
Austin, Texas 78711
1-800-803-9202 or 512-463-6599

Armando Loera Painting & Repairs

6801 19th St # 339
Lubbock, Texas 79407
loerapainting@yahoo.com
(214) 395-0721

SUBMITTED TO: Pat Kelly 1101 MAIN St Lubbock TX 806 470-1565		JOB NAME	JOB #
FAX #		JOB LOCATION 1101 Main	DATE OF PLANS 8-21-24
ARCHITECT			

I hereby submit specifications and estimates for: 1105 Main Alley, West Wall
2250 Sqft at 3.00 sqft 2 COATS LOX-ON ELASTOMERIC
Paint - Pressure Wash Scrape Repair Mortar Bottom
of Wall
Total Labor, Material 7,025

Interior Bath Room - Sheetrock Tape, Bed, Texture,
Paint Total Labor Material ~~2,746.88~~
Total 2,746.88

Pat Kelly Office - Tear Out Carpet Install 552 Sqft
1/4 Round around Base
Total Labor Material 2,444.00

Acoustal Ceiling at 1107 Main Demo Haul-off Install
212 Ceiling Tiles Install 2ft T Rails
Total Labor Material 1,258.00

1107 Demo Entry to 1st Office and Frame Wall Sheetrock
Tape Bed Texture Paint Labor & Materials 1,650.00
Total 15,123.88

I propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

2746.88 Dollars

payments to be made as follows:

2444.00

\$ 5190.88

alteration or deviation from above specifications involving extra costs
be executed only upon written order, and will become an extra charge
and above the estimate. All agreements contingent upon strikes,
delays, or delays beyond our control.

Respectfully
submitted

Armando Loera

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

above prices, specifications and conditions are satisfactory and are
be accepted. You are authorized to do the work as specified.
payments will be made as outlined above.

Signature _____

of Acceptance _____

Signature _____

FSCODE

JOB	BID #
ADDRESS	DATE 8-27-24
FIRM	PREPARED BY
ADDRESS	APPROVED BY
TYPE OF WORK	PHONE

WORK INCLUDED	AMOUNT OF BID
remove old pipe from outside building	
run sewer & clean so all drains	
remove & install replace two toilets , remove two	
material & labor	750 ⁰⁰ /
Bill Plumbing Co.	
TOTAL BID	

[illegible]

ACKNOWLEDGEMENT OF ADDENDA:	TAX	
DELIVERY	EXCLUDED	
	INCLUDED	
RECEIVED BY:		

Armando Loera Painting & Repairs

6801 19th St # 339

Lubbock, Texas 79407

loerapainting@yahoo.com

(214) 395-0721

FACADE

PROPOSAL SUBMITTED TO: Pat Kelly	JOB NAME	JOB #
ADDRESS 1101 MAIN St	JOB LOCATION 1101 Main	
Lubbock Tx	DATE	DATE OF PLANS 8-21-24
PHONE # 806 470-1565	FAX #	ARCHITECT

We hereby submit specifications and estimates for: 1105 Main Alley, West Wall
 2250 Sgft at 3.00 sgft 2 COATS LOX-ON ELASTOMERIC
 Paint - Pressure Wash Scrape Repair Mortar Bottom
 of Wall Total Labor, Material 7,025

Interior Back Room - Sheetrock Tape, Bed, Texture,
 Paint Total Labor Material ~~2,746.88~~
 Total 2,746.88

Pat Kelly Office - Tear Out Carpet Install 552 Sgft +
 1/4 Round around Base
 Total Labor Material 2,444.00

Acoustal Ceiling At 1107 Main. Demo Haul-Off Install
 2x2 Ceiling Tiles Install 2ft T RAILS
 Total Labor Material 1,258.00

1107 Demo Entry to 1st Office and Frame Wall Sheetrock
 Tape Bed Texture Paint Labor & Materials 1,650.00
 Total 15,123.88

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

And

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

31D MEMO

JOB	Pat Kelly	BID #	
ADDRESS	1101 1101 MAIN ST	DATE	Aug - 28 - 2024
FIRM	Pat Kelly Propertys	PREPARED BY	R. Sadler
ADDRESS	1105 MAIN	APPROVED BY	RSadler
TYPE OF WORK		PHONE	806-786-0569

WORK INCLUDED	AMOUNT OF BID
Rebate facia & Soffit Exterior bldg Includes: Labor & Materials	9275 ⁰⁰
	9275 ⁰⁰
TOTAL BID	

EXCLUSIONS AND QUALIFICATIONS

R Sackler

Rich Sadler Construction
848 EDWARD Rd.
Tahoka, TX 79373

ACKNOWLEDGEMENT OF ADDENDUM DELIVERY	TAX	
	EXCLUDED	
	INCLUDED	
	RECEIVED BY:	

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Pat Kelly Properties, located at 1310 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Pat Kelly Properties is renovating their property at 1310 Broadway, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes new doors, windows, and exterior paint.

The cost of the project is estimated to be \$27,605, and the requested grant amount is \$13,803. The Market Lubbock, Inc. Board of Directors approved this amount at their October 23, 2024 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$27,605, with \$13,803 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Pat Kelly Properties for property located at 1310 Broadway Avenue, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Brianna Brown, Business Development Director

APPROVED AS TO FORM:


Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
PAT KELLY PROPERTIES, INC. AT 1310 BROADWAY
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, October 23, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Pat Kelly Properties, Inc., owner of multiple downtown properties, who is renovating the interior and exterior of their building at 1310 Broadway, located in Downtown TIF.

The scope of façade work will include doors, windows, and paint totaling \$27,605 in façade expenses. The scope of permittable work will include HVAC, electrical updates, plumbing updates, and new roof totaling \$242,505 in permittable expenses, with total expenses of \$270,110.

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

Grant Pat Kelly Properties, Inc. a Downtown Façade Grant totaling \$13,803 and a Downtown Permittable Grant for \$24,251 at 1310 Broadway, which is in the Downtown TIF, once proof of payment has been submitted.

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

Upon Motion by Director, Mr. Henry Patel, and Seconded by Director, Mr. Blake Womble.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Pat Kelly Properties, Inc. at 1310 Broadway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



**1310 Broadway
(Pat Kelly Properties)**

TOTAL SCOPE OF WORK = \$270,110

TOTAL GRANTS = \$38,053

TOTAL FAÇADE SCOPE OF WORK = \$27,605

FAÇADE GRANT = \$13,803

TOTAL PERMITTABLE SCOPE OF WORK = \$242,505

PERMITTABLE GRANT = \$24,251



**Downtown Grant Program
Presented to MLI Board
October 23, 2024**

Project 1310 Broadway (Façade & Permittable)

Pat Kelly Properties, Inc., owner of multiple downtown properties, is renovating the exterior and interior of their building at 1310 Broadway, located within the Downtown TIF.

The scope of façade work will include doors, windows, and paint totaling \$27,605 in façade expenses. The scope of permittable work will include HVAC, electrical updates, plumbing updates, and a new roof totaling \$242,505 in permittable expenses, with total expenses of \$270,110.

The MLI Board is being asked to consider a Downtown Facade Grant for Pat Kelly Properties, Inc. totaling \$13,803 and a Permittable Downtown Grant totaling \$24,251 at 1310 Broadway.



Downtown Grant - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted (Due prior to start of construction or permits assigned) 08/08/24

Projected Project Start Date 10/01/24

Project Property Address 1310 Broadway, Lubbock, TX 79401
Property LCAD R# 107584

GENERAL INFORMATION

Company Name Pat Kelly Properties
Street Address 1105 Main Street
City, State, Zip Lubbock, TX 79401

Contact Pat Kelly
Title Owner
Phone 806-470-1565
Email Patkelly@suddenlink.net

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐

Grant Type: Permittable ☒ Façade ☐

Project Summary Scope

R&R to codes HVAC, Electrical, Plumbing, Interior Finish Out, Roof Repairs and Exterior Update



Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Permittable		
HVAC	\$25,340	\$2,534
Electrical Updates	\$25,000	\$2,500
Plumbing Updates	\$4,000	\$400
Interior Repairs/Updates	\$35,290	\$3,529
Roof	\$150,775	\$15,078
Plans	\$2,100	\$210
Permittable Total	\$242,505	\$24,251
Façade		
Front Exterior Update	\$12,650	\$6,325
Front Door	\$3,599	\$1,800
Back Window Replacement	\$837	\$419
Exterior Paint	\$6,102	\$3,051
Front Glass Windows	\$4,417	\$2,209
Façade Total	\$27,605	\$13,803
TOTAL	\$270,110	\$38,053

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



COMPANY BACKGROUND

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


Name	Percent	Name	Percent
Patrick Kelly	50%		
Yolanda Kelly	50%		

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

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

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

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

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

Is the firm a non-profit entity? **No** 

APPLICANT'S CHECKLIST:

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

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

Contact Brianna Brown, City Director of Development bbrown@mylubbock.us , to determine:

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

Documents Required for Final Grant Application

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

After Completion of Construction

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

Signature (not required for electronic submittals): Pat Kelly per Email

Date: 8/8/2024



ESTIMATE	#232
EXPIRATION DATE	Sep 14, 2024

1105 Main St
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

CONTACT US
5703 County Rd 6220, Ste. 8, 8
Lubbock, TX 79415

(806) 441-4110
services@f3plumbinghvac.com

ESTIMATE

Water Heater Replacements

Services	qty	unit price	amount
Water Heater - 50 Gallon Rheem Water Heater (electric)	2.0	\$1,500.00	\$3,000.00
Replace existing water heater with new water heater. Replace drain pan, water supply lines & bring unit up to code. Ensure unit is working properly & that water heater is filled with water before turning breaker on. The water heaters that will get replaced are at 1107 Main Street & 1106 Ave J.			
Service Call - Commercial Service Call.	5.0	\$185.00	\$925.00
Cut hole in the wall at either 1106 Ave J or 1105 Main Street to access the vent stack. Cut a section out of the vent stack to remove the sewer machine cable that broke off & got stuck in the line. After removing the cable, re-connect the vent stack.			

Services subtotal: \$3,925.00

Subtotal	\$3,925.00
Tax (Sales Tax 6.25%)	\$57.81

Total \$3,982.81

HVAC Changeouts

Services	qty	unit price	amount
1101 Main St 3 Ton Ruud 14.3 Seer Airhandler Changeout and Reuse of Outdoor Equipment	1.0	\$4,127.00	\$4,127.00
1107 Main St 4 Ton Ruud 14.3 Seer System Changeout	1.0	\$7,288.00	\$7,288.00
--1109 A&B Main St-- --1104 1106 1108 1110 Ave J-- 3 Ton Ruud 14.3 Seer System Changeout	1.0	\$25,944.00	\$25,944.00
Ductwork for 1107 Main St Installation of Metal Ductwork	1.0	\$5,400.00	\$5,400.00
1310 Broadway 2- 5 Ton Ruud 14.3 Seer Systems with Ductwork	1.0	\$25,340.00	\$25,340.00

Services subtotal: \$68,099.00

Subtotal \$68,099.00

Tax (Sales Tax 6.25%) \$0.00

Total \$68,099.00

Thank you, your business is greatly appreciated!
M-44446

TACLB121115E

Texas State Board of Plumbing Examiners

Phone: (512) 936-5200

Address: 929 E 41st St, Austin, TX 78751

Website: <https://tsbpe.texas.gov>

Jimenez Electric

T.E.C.L Lic. # 19445
Master Lic.#13167
2107 Colgate
Lubbock, TX. 79415
Phone: (806)-777-7392
Fax: (806)-763-0669
E-Mail:jmzelec@att.net

Bid Proposal

Date: 8-29-24

To: Pat Kelly Properties
Email: patkelly@suddenlink.net
1105 Main St.
Lubbock, Tx. 79401
Cell: 470-1565

Job: 1310 Broadway St

Work Description: New Service & Panels & Electrical wiring to Heat & air units with Permits.
Including temporary, emergency, exit lights, 1-each switch & gfcı plug

WK Description :

1 - 400 AMP SERVICE & Panels \$10,000.00
2- Heat Units & 2 Air Units \$10,000.00
Temporary, emergency, exit lights, plug & switch \$5000.00

Total Price: \$25,000.00

Respectfully submitted by: Victor Jimenez

Regulated by The Texas Department
of Licensing and Regulation
P.O. Box 12157
Austin, Texas 78711
1-800-803-9202 or 512-463-6599

ID MEMO _____

ADDRESS	BID #
M	DATE 8-29-24
ADDRESS	PREPARED BY
NAME OF FIRM	APPROVED BY
	PHONE

WORK INCLUDED	AMOUNT OF BID
move bathroom fixtures & remove + replace tile & re-install fixtures. & clean out draining	
TOTAL BID	2500 ⁰⁰

EXCLUSIONS AND QUALIFICATIONS

KNOWLEDGEMENT	TAX	
ADDENDA:		
INVENTORY	EXCLUDED	
	INCLUDED	
RECEIVED BY:		

Proposal

Page # _____ of _____ pages

Armando Loera Painting & Repairs

6801 19th St # 339
Lubbock, Texas 79407
loerapainting@yahoo.com
(214) 395-0721

PROPOSAL SUBMITTED TO: <u>Pat Kelly</u>		JOB NAME	JOB #
ADDRESS <u>1105 Broadway</u> <u>Lubbock Texas</u>		JOB LOCATION <u>1310 BROADWAY</u>	DATE <u>08-23-24</u>
PHONE # <u>806 470-1565</u>	FAX #	ARCHITECT	

We hereby submit specifications and estimates for: Front of Building - Demo Display
Windows and Frames on Both Stores, Frame Wall & Sheathing
EIFS wall to match existing Total 864 sq ft Install Door
Front on Both Stores Total Labor and Materials 12,650
Customers Pay for Doors Fronts)
Interior Sheetrock Tape Bed Texture Paint Total 7.5 Sheets 12 ft x 5
Hang Sheetrock, TAPE Bed Texture Paint Material 1,435 Sheetrock
Hang Sheetrock 3,120 Tape Bed Texture Paint 7,052
Paint Materials 1,250 Total Labor Materials 12,857.00
Install Doors going to Back & Side East Side
Labor Only 350.00
Ceiling - Pressure Wash Paint Ceiling Trusses 25 Total 5,219.3
Dry Ball Paint on Ceiling Total Labor Material 5,482
1 Month Scissor Lift + Rental Total 589.00
Floor - Scrape Brick Tile Total 806 sq ft Level Top Coat
and Install Laminate Flooring Floor Cost 5,200.00
Labor on Top Coat 5,250 Laminate Install 5,482.00 Total 35,290.00

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:
Thirty Five Thousand Two Hundred Ninety Dollars Dollars
with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Armando Loera

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

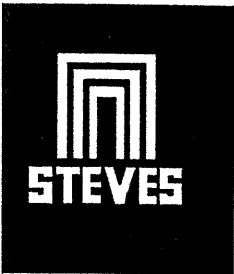
Date of Acceptance _____ Signature _____

me Offset Right = 1,
me Offset Top = 0.75,
me Offset Bottom = 1.5,
: Slab Astragal = 0,
: Cutdown = 0,
t Cutdown = 0,
Cutdown = 0,
om Cutdown = 0,
ne Color = ,
fit Color = White
Door Design Options ***
ection = Regency Fiberglass,
terial = Textured Mahogany,
r Style = Panel,
el Design = 2 Panel Round Top Plank,
ss Insert = None,
ss Type = None,

Active Door Bore = Double ,
Inactive Door Bore = Double,
Bore Backset = 2-3/8",
Mortise = Standard 3 Hinge
*** Additional Information ***
Room Location = ,
Is this a Re-order? = No,
Lead Time = 28 Days
*** SKU ***
SKU = 1002365151,
Vendor Name = Steves and Sons,
Vendor Number = 60072836,
Customer Service = (800) 617-8586,
Catalog Version Date = 8/20/2024,
SKU Description = S/O PREMIUM FIBERGLASS
DOORS
*** Backend Questions ***
LoadingConfiguration = False,

RoughOpening::Sill Offset = 0,
RoughOpening::Left Offset = 0.5,
RoughOpening::Right Offset = 0.5,
FrameSize::Head Offset = -1,
FrameSize::Sill Offset = -1,
FrameSize::Left Offset = -1,
FrameSize::Right Offset = -1,
Brickmould::Head Offset = -1,
Brickmould::Sill Offset = -1,
Brickmould::Left Offset = -1,
Brickmould::Right Offset = -1,
Masonry::Head Offset = -1,
Masonry::Sill Offset = -1,
Masonry::Left Offset = -1,
Masonry::Right Offset = -1
*** Wrapping - Drawing ***
Drawing Dimensions = Overall and Individual

End Line 100 Description



Plug Version 85



*** Dimensions ***
Frame Width = 33.5,
Frame Height = 81.75

Number	Item Summary	Room Location	Was Price	Now Price	Quantity	Total Savings	Total Price
200-1	Molded Panel Single Prehung 33 1/2" x 81 3/4" Molded SKU: 160642		\$298.31	\$253.57	2	(\$89.48)	\$507.14
Unit 200 Total:			\$298.31	\$253.57		(\$89.48)	\$507.14

Begin Line 200 Description

---- Line 200-1 ----

Product ***
ded Panel,
y Door,

x 81.75
Dimensions ***
ne Width = 33.5,
ne Height = 81.75
Unit Type ***
: Type = Complete Unit,
Rated = None,
ding and Swing = Right Inswing
Slab Constants ***
ninal Width = 32",
ninal Height = 80",
ninal to Actual Width = 0.25,
ninal to Actual Height = 1,
Prefit = 0.125,
t Prefit = 0.125,
Prefit = 0.125,
om Prefit = 0.125,
ne Offset Left = 0.75,
ne Offset Right = 0.75,
ne Offset Top = 0.75,
ne Offset Bottom = 1.75,
Slab Astragal = 0,

*** Hardware ***
Quick Door Hanger = No - Do NOT Add the Quick
Door Hanger,
Hinge Finish = Satin Nickel,
Door Thickness = 1-3/8"
*** Frame Options ***
Jamb Type = Flat Jamb,
Jamb Size = 4-9/16",
Casing Design = No Casing,
Interior Jamb/Casing Material = Primed
*** Machining Options ***
Bore = Standard Single,
Bore Backset = 2-3/8",
Mortise = Standard 3 Hinge
*** Additional Information ***
Room Location = ,
Is this a Re-order? = No,
Lead Time = 14 Days,
Model Number = N746WFCNLERH
*** SKU ***
SKU = 160642,
Vendor Name = Steves and Sons,
Vendor Number = 60024251,
Customer Service = (800) 617-8586,
Catalog Version Date = 8/20/2024,
SKU Description = S/O ST MOLDED HC 14D

LoadingConfiguration = False,
Product Type = Single Prehung,
Available Measurement Types = ,
Display Measurement Types =
*** Allow Defaulting ***
Last Question Answered = Door
Surface=Textured<>Smooth,
AllowDefault::Sidelite Nominal Width = Yes,
AllowDefault::Sidelite Collection = Yes,
AllowDefault::Sidelite Finish Options = Yes,
AllowDefault::Transom Collection = Yes,
AllowDefault::Transom Finish Options = Yes,
AllowDefault::Transom Finish Type = Yes,
AllowDefault::Jamb Finish = Yes,
AllowDefault::Exterior Color = Yes,
AllowDefault::Interior Color = Yes
*** Formula Questions ***
Calc::Height Width =
*** Aggregate Questions ***
Aggregate::Exterior Color =
*** Wrapping - TipToTip Offsets ***
RoughOpening::Head Offset = 0.25,
RoughOpening::Sill Offset = 0,
RoughOpening::Left Offset = 0.5,
RoughOpening::Right Offset = 0.5,
FrameSize::Head Offset = -1,



LUBBOCK TX (806) 441-7554
SAN ANGELO TX (325) 213-9894
DEQUINCY LA (337) 900-1009

RALEIGH NC (919) 999-0922
JACKSONVILLE NC (910) 386-4518
FAYETTEVILLE NC (919) 999-0922
OUTERBANKS NC (252) 423-9510

DALLAS TX (214) 799-6930
SAN ANTONIO TX (210) 970-2099
COASTAL BEND TX (361) 877-9336

NAME

Coins On Main

ADDRESS

1105 Main Street, Lubbock, TX 79401

EMAIL

patkelly@suddenlink.net

PHONE

(806) 470-1565

DATE

08/30/2024

JOB LOCATION

1310 Broadway Street

TYPE

Residential

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

ROOF TYPE: TPO 60 mil white

☐ Composition ☐ Metal ☐ Tile ☐ Wood/Shake ☐ Hot Mop ☐ B.U.R. ☐ EPDM ☒ TPO

1. Install 163 sq. Color/Style White 60 mil TPO

2. Tear-off and dispose of all old roofing materials. 1 layers.

3. Install new underlayment ☐ 30lb Felt ☐ Synthetic ☒ N/A

4. Install new pipe jack boots/R&R if needed.

5. Story 1, Pitch 1/12

6. Install ice and water protector membrane in valleys, around penetrations, etc.

7. Install roof system to manufacture and wind zone specifications.

8. Material Warranty: ☐ ☐ ☐

9. No other work will be authorized unless written on this contract.

10. Decking if required, \$100 Per sheet installed.

11. See Supplemental Sheet.

Total include items 1 thru 10: \$ 150,775.00

TERMS: FULL PAYMENT INCLUDING SUPPLEMENT DUE UPON COMPLETION

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:

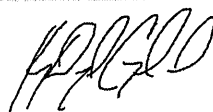
Proposed Project Price Before Any Approved Change Orders DOLLARS \$ 150,775.00

PROPOSED SCOPE OF WORK:

- * Remove and Dispose of existing roof system down to decking.
- * Inspect decking integrity and perform needed repairs addressed as change orders.
- * Install new cover board per manufacturers specifications.
- * Prepare surface for TPO installation per manufacturers specifications.
- * Install mechanically fastened 60 mil TPO membrane per manufacturers specifications.
- * Install TPO Membrane over parapets. Install Cant strips at transitions if needed.
- * Install parapet cap and drip edge flashing along perimeter and in field where required.
- * Remove and Dispose of all project related debris.
- * Any deviations will be addressed as change orders and require approval.

TERMS:

30% (\$45,232.50) due prior to material order. 70% (\$105,542.50) due upon project completion.



08/30/2024

Authorized Signature


Note: This proposal may be withdrawn by us if not accepted within 30 days

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.

Acceptance of proposal: I have read, agree to, and accept the prices, specifications, and conditions on the front and reverse side of this contract. I am giving the authorization to do work as specified and payment to be made as outlined.


Signature Date

Customer Signature


Signature Date

Customer Signature



Ted Craft
10104 Durham Ave.
Lubbock, TX 79424
(806) 745-4946
tedcraft26@gmail.com

Bid

TO: Pat Kelly Properties
1310 Broadway Finish Out
Lubbock, TX 79414

DATE: 8/29/2024

PROJECT: 1310 Broadway
Finish Out

[illegible]

Proposal

Page # _____ of _____ pages

Armando Loera Painting & Repairs

6801 19th St # 339

Lubbock, Texas 79407

loerapainting@yahoo.com

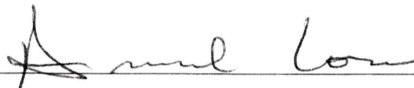
(214) 395-0721

PROPOSAL SUBMITTED TO: <u>Pat Kelly</u>	JOB NAME	JOB #
ADDRESS <u>1105 Broadway</u> <u>Lubbock Texas</u>	JOB LOCATION <u>1310 BROADWAY</u>	DATE <u>08-23-24</u>
PHONE # <u>806 470-1565</u>	FAX #	ARCHITECT

We hereby submit specifications and estimates for: Front of Building - Demo Display
Windows and Frames on Both Stores, Frame Wall & Sheathing
SIFS wall to match existing Total 864 sq ft Install Door
Front on Both Stores Total Labor and Materials 12,650
(Customer Pay for Doors Fronts)
Interior Sheetrock Tape Bed Texture Paint Total 75 Sheets 12 ft x 5
Hang Sheetrock, TAPE Bed Texture Paint Material 1,435
Hang Sheetrock 3,120 Tape Bed Texture Paint 7,052
Paint Materials 1,250 Total Labor Materials 12,857⁰⁰
Install Doors going to Back & Side East Side
Labor Only 350⁰⁰
Ceiling - Pressure Wash Paint Ceiling Trusses Total 54,2193
Dry Ball Paint on Ceiling Total Labor Material 5,482
1 Month Scissor Lift + Rental Total 589⁰⁰
Floor - Scrub Brick Tile Total 806 sq ft Level Top Coat
and Install Laminate Flooring Floor Cost 5,200⁰⁰
Labor on Top Coat 5,250 Laminate Install 5,482⁰⁰ / 35,290⁰⁰
TOTAL

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:
\$ Thirty Five Thousand Two Hundred Ninety Dollars Dollars
with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____



The Home Depot Special Order Quote

Customer Agreement #: H0505-374112

Printed Date: 9/2/2024

Customer: PAT KELLEY

Address: 1310 BROADWAY
LUBBOCK, TX 79401

Phone 1: 806-788-1282

Phone 2:

Phone 3:

Email: PATKELLEY@SUDDENLINK.
NET

Store: 0505

Associate: VERONICA

Address: 5801 West Loop 289
Lubbock, TX 79414

Phone: (806)788-1484

Pre-Savings Total: \$4,830.47

Total Savings: (\$724.43)

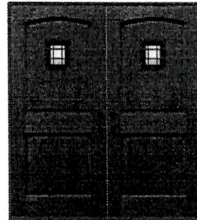
Pre-Tax Price: \$4,106.04

Price Valid Through:
9/4/2024

All prices are subject to change. Customer is responsible for verifying product selections. The Home Depot will not accept returns for the below products.



Catalog Version 85



*** Dimensions ***

Frame Width = 73.75,

Frame Height = 81.5

Line Number	Item Summary	Room Location	Was Price	Now Price	Quantity	Total Savings	Total Price
100-1	Fiberglass Doors Double Prehung 73 3/4" x 81 1/2" Regency Textured Mahogany SKU: 1002365151		\$4,233.85	\$3,598.90	1	(\$634.95)	\$3,598.90
Unit 100 Total:			\$4,233.85	\$3,598.90		(\$634.95)	\$3,598.90

Begin Line 100 Description

---- Line 100-1 ----

*** Product ***

Fiberglass Doors,
Double Entry Door,

73.75 x 81.5

*** Dimensions ***

Frame Width = 73.75,

Frame Height = 81.5

*** Unit Type ***

Unit Type = Complete Unit,

Handing and Swing = Right Hand Active Inswing

*** Slab Constants ***

Nominal Width = 72",

Nominal Height = 80",

Nominal to Actual Width = 0.25,

Nominal to Actual Height = 1,

Left Prefit = 0,

Right Prefit = 0.125,

Top Prefit = 0.125,

Bottom Prefit = 0.125,

Frame Offset Left = 1,

Glass Style = None,

Speak Easy = Cavalier,

Clavos = None,

Finish Type = Stained,

Finish Options = Chestnut

*** Hardware ***

Quick Door Hanger = No - Do NOT Add the Quick

Door Hanger,

Hinge Finish = Oil Rubbed Bronze,

Lock Type = None,

Door Thickness = 1-3/4"

*** Frame Options ***

Sill Type = Adjustable,

Sill Finish = Bronze,

Jamb Type = Rabbeted - Weather Stripped,

Exterior Jamb Material = Composite - Stain Grade,

Jamb Size = 4-9/16",

Jamb Finish = Chestnut,

Casing Design = No Casing,

Brickmold = No

*** Machining Options ***

Product Type = Double Prehung,

Available Measurement Types = ,

Display Measurement Types =

*** Allow Defaulting ***

Last Question Answered = Inactive Door

Bore=Double<>None,

AllowDefault::Sidelite Nominal Width = Yes,

AllowDefault::Sidelite Collection = Yes,

AllowDefault::Sidelite Finish Options = Yes,

AllowDefault::Transom Collection = Yes,

AllowDefault::Transom Finish Options = Yes,

AllowDefault::Transom Finish Type = Yes,

AllowDefault::Jamb Finish = Yes,

AllowDefault::Exterior Color = Yes,

AllowDefault::Interior Color = Yes

*** Formula Questions ***

Calc::Height Width =

*** Aggregate Questions ***

Aggregate::Exterior Color =

*** Wrapping - TipToTip Offsets ***

RoughOpening::Head Offset = 0.5,

Proposal

Page # _____ of _____ pages

Armando Loera Painting & Repairs

6801 19th St # 339

Lubbock, Texas 79407

loerapainting@yahoo.com

(214) 395-0721

PROPOSAL SUBMITTED TO: <u>Pat Kelly</u>		JOB NAME	JOB #
ADDRESS <u>1310 Broadway</u>		JOB LOCATION <u>1310 Broadway</u>	
<u>Lubbock Tx.</u>		DATE	DATE OF PLANS <u>08-21-24</u>
PHONE #	FAX #	ARCHITECT	

We hereby submit specifications and estimates for: Ext West Wall - Paint Pressure Wash
2 Coats Spray Paint Total 2034 Sq ft
Total Labor & Materials 6102.00

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ Six Thousand One Hundred and Two Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted



Note — this proposal may be withdrawn by us if not accepted within _____ days.

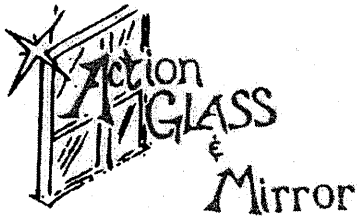
Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

Estimate/BID



255 US Hwy 87
Lubbock, TX 79423

Phone 806-794-5277
Fax 806-744-5266

Date

8/26/2024

Pat Kelly
1310 Broadway
Lubbock Tx
806-407-1565

Project

Item	Description	Qty	Total
Temp	1/2 clr 68 3/4 x 77 3/4	1	2,467.28T
cllam	25 3/8 x 75 5/8	2	821.72T
DSB	16 x 20		15.00T
labor			840.00
	Note* Alternate price for using 1/4 Clr temp instead of the 1/2 Clr Temp would be about \$1100.00 less. Estimate good for 30 days A deposit of 1/2 is required to order job Please allow 1-3 weeks for delivery Thank You!		

Subtotal

Sales Tax (8.25%) \$272.58

Total \$4,416.58

Phone #

806-794-5277

PROPOSAL NO.

SHEET NO.

DATE

8/28/24

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED By

NAME

PAT KELLY

ADDRESS

JESSE ARINS

ADDRESS

1310 BROADWAY
Lubbock TX, 79401

DATE OF PLANS

30th 59th
Lubbock TX 79414

PHONE NO.

ARCHITECT

806-239-4314

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

BRICK REPLACE BACK WINDOW

LABOR & MATERIAL TOTAL = 837.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____

Dollars (\$) _____) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

N/A
Respectfully
submitted
Per _____

Note — this proposal may be withdrawn by us if not accepted within _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be outlined above.

N/A
Signature _____

Date _____

Signature _____

BID MEMO

JOB	BID #
ADDRESS 1310 Broadway	DATE 8-29-24
FIRM Kelly	PREPARED BY
ADDRESS	APPROVED BY
TYPE OF WORK	PHONE

[illegible]

EXCLUSIONS AND QUALIFICATIONS

EXCLUSIONS AND QUALIFICATIONS

will E. Will

ACKNOWLEDGEMENT OF ADDENDA:		
DELIVERY	TAX	
	EXCLUDED	
	INCLUDED	
RECEIVED BY:		

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Pat Kelly Properties, located at 1310 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Pat Kelly Properties is renovating their property at 1310 Broadway, which is located within the Downtown Tax Increment Financing District boundary, as designated by the City of Lubbock. The scope of the permittable project includes HVAC, electrical and plumbing updates, and a new roof.

The cost of the project is estimated to be \$242,505, and the requested grant amount is \$24,251. The Market Lubbock, Inc. Board of Directors approved this amount at their October 23, 2024 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$242,505, with \$24,251 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

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

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

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Pat Kelly Properties for property located at 1310 Broadway Avenue is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
PAT KELLY PROPERTIES, INC. AT 1310 BROADWAY
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, October 23, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Pat Kelly Properties, Inc., owner of multiple downtown properties, who is renovating the interior and exterior of their building at 1310 Broadway, located in Downtown TIF.

The scope of façade work will include doors, windows, and paint totaling \$27,605 in façade expenses. The scope of permittable work will include HVAC, electrical updates, plumbing updates, and new roof totaling \$242,505 in permittable expenses, with total expenses of \$270,110.

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

Grant Pat Kelly Properties, Inc. a Downtown Façade Grant totaling \$13,803 and a Downtown Permittable Grant for \$24,251 at 1310 Broadway, which is in the Downtown TIF, once proof of payment has been submitted.

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

Upon Motion by Director, Mr. Henry Patel, and Seconded by Director, Mr. Blake Womble.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Pat Kelly Properties, Inc. at 1310 Broadway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



**1310 Broadway
(Pat Kelly Properties)**

TOTAL SCOPE OF WORK = \$270,110

TOTAL GRANTS = \$38,053

TOTAL FAÇADE SCOPE OF WORK = \$27,605

FAÇADE GRANT = \$13,803

TOTAL PERMITTABLE SCOPE OF WORK = \$242,505

PERMITTABLE GRANT = \$24,251



**Downtown Grant Program
Presented to MLI Board
October 23, 2024**

Project 1310 Broadway (Façade & Permittable)

Pat Kelly Properties, Inc., owner of multiple downtown properties, is renovating the exterior and interior of their building at 1310 Broadway, located within the Downtown TIF.

The scope of façade work will include doors, windows, and paint totaling \$27,605 in façade expenses. The scope of permittable work will include HVAC, electrical updates, plumbing updates, and a new roof totaling \$242,505 in permittable expenses, with total expenses of \$270,110.

The MLI Board is being asked to consider a Downtown Facade Grant for Pat Kelly Properties, Inc. totaling \$13,803 and a Permittable Downtown Grant totaling \$24,251 at 1310 Broadway.



Downtown Grant - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted (Due prior to start of construction or permits assigned) **08/08/24**

Projected Project Start Date **10/01/24**

Project Property Address **1310 Broadway, Lubbock, TX 79401**
 Property LCAD R# **107584**

GENERAL INFORMATION

Company Name	Pat Kelly Properties	Contact	Pat Kelly
Street Address	1105 Main Street	Title	Owner
City, State, Zip	Lubbock, TX 79401	Phone	806-470-1565
		Email	Patkelly@suddenlink.net

INFORMATION ABOUT THE PROJECT

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

Project Summary Scope

R&R to codes HVAC, Electrical, Plumbing, Interior Finish Out, Roof Repairs and Exterior Update



Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Permittable		
HVAC	\$25,340	\$2,534
Electrical Updates	\$25,000	\$2,500
Plumbing Updates	\$4,000	\$400
Interior Repairs/Updates	\$35,290	\$3,529
Roof	\$150,775	\$15,078
Plans	\$2,100	\$210
Permittable Total	\$242,505	\$24,251
Façade		
Front Exterior Update	\$12,650	\$6,325
Front Door	\$3,599	\$1,800
Back Window Replacement	\$837	\$419
Exterior Paint	\$6,102	\$3,051
Front Glass Windows	\$4,417	\$2,209
Façade Total	\$27,605	\$13,803
TOTAL	\$270,110	\$38,053

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



COMPANY BACKGROUND

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


Name	Percent	Name	Percent
Patrick Kelly	50%		
Yolanda Kelly	50%		

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

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

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

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

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

Is the firm a non-profit entity? **No** 

APPLICANT'S CHECKLIST:

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

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

Contact Brianna Brown, City Director of Development bbrown@mylubbock.us , to determine:

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

Documents Required for Final Grant Application

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

After Completion of Construction

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

Signature (not required for electronic submittals): Pat Kelly per Email

Date: 8/8/2024



ESTIMATE	#232
EXPIRATION DATE	Sep 14, 2024

1105 Main St
Lubbock, TX 79401

(806) 470-1565
patkelly@suddenlink.net

CONTACT US
5703 County Rd 6220, Ste. 8, 8
Lubbock, TX 79415

(806) 441-4110
services@f3plumbinghvac.com

ESTIMATE

Water Heater Replacements

Services	qty	unit price	amount
Water Heater - 50 Gallon Rheem Water Heater (electric)	2.0	\$1,500.00	\$3,000.00
Replace existing water heater with new water heater. Replace drain pan, water supply lines & bring unit up to code. Ensure unit is working properly & that water heater is filled with water before turning breaker on. The water heaters that will get replaced are at 1107 Main Street & 1106 Ave J.			
Service Call - Commercial Service Call.	5.0	\$185.00	\$925.00
Cut hole in the wall at either 1106 Ave J or 1105 Main Street to access the vent stack. Cut a section out of the vent stack to remove the sewer machine cable that broke off & got stuck in the line. After removing the cable, re-connect the vent stack.			

Services subtotal: \$3,925.00

Subtotal	\$3,925.00
Tax (Sales Tax 6.25%)	\$57.81

Total \$3,982.81

HVAC Changeouts

Services	qty	unit price	amount
1101 Main St 3 Ton Ruud 14.3 Seer Airhandler Changeout and Reuse of Outdoor Equipment	1.0	\$4,127.00	\$4,127.00
1107 Main St 4 Ton Ruud 14.3 Seer System Changeout	1.0	\$7,288.00	\$7,288.00
--1109 A&B Main St-- --1104 1106 1108 1110 Ave J-- 3 Ton Ruud 14.3 Seer System Changeout	1.0	\$25,944.00	\$25,944.00
Ductwork for 1107 Main St Installation of Metal Ductwork	1.0	\$5,400.00	\$5,400.00
1310 Broadway 2- 5 Ton Ruud 14.3 Seer Systems with Ductwork	1.0	\$25,340.00	\$25,340.00

Services subtotal: \$68,099.00

Subtotal \$68,099.00

Tax (Sales Tax 6.25%) \$0.00

Total \$68,099.00

Thank you, your business is greatly appreciated!
M-44446

TACLB121115E

Texas State Board of Plumbing Examiners

Phone: (512) 936-5200

Address: 929 E 41st St, Austin, TX 78751

Website: <https://tsbpe.texas.gov>

Jimenez Electric

T.E.C.L Lic. # 19445
Master Lic.#13167
2107 Colgate
Lubbock, TX. 79415
Phone: (806)-777-7392
Fax: (806)-763-0669
E-Mail: jmzelec@att.net

Bid Proposal

Date: 8-29-24

To: Pat Kelly Properties
Email: patkelly@suddenlink.net
1105 Main St.
Lubbock, Tx. 79401
Cell: 470-1565

Job: 1310 Broadway St

Work Description: New Service & Panels & Electrical wiring to Heat & air units with Permits.
Including temporary, emergency, exit lights, 1-each switch & gfcı plug

WK Description :

1 - 400 AMP SERVICE & Panels \$10,000.00
2- Heat Units & 2 Air Units \$10,000.00
Temporary, emergency, exit lights, plug & switch \$5000.00

Total Price: \$25,000.00

Respectfully submitted by: Victor Jimenez

Regulated by The Texas Department
of Licensing and Regulation
P.O. Box 12157
Austin, Texas 78711
1-800-803-9202 or 512-463-6599

ID MEMO _____

ADDRESS	BID #
M	DATE 8-29-24
ADDRESS	PREPARED BY
DATE OF BID	APPROVED BY
	PHONE

WORK INCLUDED	AMOUNT OF BID
<p> remove bathroom fixtures & remove + replace tile & re-install fixtures. & clean out draining </p>	
TOTAL BID	2500.00

EXCLUSIONS AND QUALIFICATIONS

KNOWLEDGEMENT	TAX	
ADDENDA:		
IVERY	EXCLUDED	
	INCLUDED	
	RECEIVED BY:	

Proposal

Page # _____ of _____ pages

Armando Loera Painting & Repairs

6801 19th St # 339
Lubbock, Texas 79407
loerapainting@yahoo.com
(214) 395-0721

PROPOSAL SUBMITTED TO: <u>Pat Kelly</u>		JOB NAME	JOB #
ADDRESS <u>1105 Broadway</u> <u>Lubbock Texas</u>		JOB LOCATION <u>1310 BROADWAY</u>	DATE <u>08-23-24</u>
PHONE # <u>806 470-1565</u>	FAX #	ARCHITECT	

We hereby submit specifications and estimates for: Front of Building - Demo Display
Windows and Frames on Both Stores, Frame Wall & Sheathing
EIFS wall to match existing Total 864 sq ft Install Door
Front on Both Stores Total Labor and Materials 12,650
Customers Pay for Doors Fronts)
Interior Sheetrock Tape Bed Texture Paint Total 7.5 Sheets 12 ft x 5
Hang Sheetrock, TAPE Bed Texture Paint Material 1,435 Sheetrock
Hang Sheetrock 3,120 Tape Bed Texture Paint 7,052
Paint Materials 1,250 Total Labor Materials 12,857.00
Install Doors going to Back & Side East Side
Labor Only 350.00
Ceiling - Pressure Wash Paint Ceiling Trusses 25 Total 5,219.3
Dry Ball Paint on Ceiling Total Labor Material 5,482
1 Month Scissor Lift + Rental Total 589.00
Floor - Scrape Brick Tile Total 806 sq ft Level Top Coat
and Install Laminate Flooring Floor Cost 5,200.00
Labor on Top Coat 5,250 Laminate Install 5,482.00 Total 35,290.00

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:
Thirty Five Thousand Two Hundred Ninety Dollars Dollars
with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Armando Loera

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

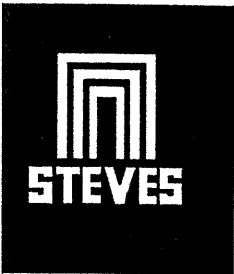
Date of Acceptance _____ Signature _____

me Offset Right = 1,
me Offset Top = 0.75,
me Offset Bottom = 1.5,
: Slab Astragal = 0,
: Cutdown = 0,
t Cutdown = 0,
Cutdown = 0,
om Cutdown = 0,
ne Color = ,
fit Color = White
Door Design Options ***
ection = Regency Fiberglass,
terial = Textured Mahogany,
r Style = Panel,
el Design = 2 Panel Round Top Plank,
ss Insert = None,
ss Type = None,

Active Door Bore = Double ,
Inactive Door Bore = Double,
Bore Backset = 2-3/8",
Mortise = Standard 3 Hinge
*** Additional Information ***
Room Location = ,
Is this a Re-order? = No,
Lead Time = 28 Days
*** SKU ***
SKU = 1002365151,
Vendor Name = Steves and Sons,
Vendor Number = 60072836,
Customer Service = (800) 617-8586,
Catalog Version Date = 8/20/2024,
SKU Description = S/O PREMIUM FIBERGLASS
DOORS
*** Backend Questions ***
LoadingConfiguration = False,

RoughOpening::Sill Offset = 0,
RoughOpening::Left Offset = 0.5,
RoughOpening::Right Offset = 0.5,
FrameSize::Head Offset = -1,
FrameSize::Sill Offset = -1,
FrameSize::Left Offset = -1,
FrameSize::Right Offset = -1,
Brickmould::Head Offset = -1,
Brickmould::Sill Offset = -1,
Brickmould::Left Offset = -1,
Brickmould::Right Offset = -1,
Masonry::Head Offset = -1,
Masonry::Sill Offset = -1,
Masonry::Left Offset = -1,
Masonry::Right Offset = -1
*** Wrapping - Drawing ***
Drawing Dimensions = Overall and Individual

End Line 100 Description



Plug Version 85



*** Dimensions ***
Frame Width = 33.5,
Frame Height = 81.75

Number	Item Summary	Room Location	Was Price	Now Price	Quantity	Total Savings	Total Price
200-1	Molded Panel Single Prehung 33 1/2" x 81 3/4" Molded SKU: 160642		\$298.31	\$253.57	2	(\$89.48)	\$507.14
Unit 200 Total:			\$298.31	\$253.57		(\$89.48)	\$507.14

Begin Line 200 Description

---- Line 200-1 ----

Product ***
ded Panel,
y Door,

x 81.75
Dimensions ***
ne Width = 33.5,
ne Height = 81.75
Unit Type ***
: Type = Complete Unit,
Rated = None,
ding and Swing = Right Inswing
Slab Constants ***
ninal Width = 32",
ninal Height = 80",
ninal to Actual Width = 0.25,
ninal to Actual Height = 1,
Prefit = 0.125,
t Prefit = 0.125,
Prefit = 0.125,
om Prefit = 0.125,
ne Offset Left = 0.75,
ne Offset Right = 0.75,
ne Offset Top = 0.75,
ne Offset Bottom = 1.75,
Slab Astragal = 0,

*** Hardware ***
Quick Door Hanger = No - Do NOT Add the Quick
Door Hanger,
Hinge Finish = Satin Nickel,
Door Thickness = 1-3/8"
*** Frame Options ***
Jamb Type = Flat Jamb,
Jamb Size = 4-9/16",
Casing Design = No Casing,
Interior Jamb/Casing Material = Primed
*** Machining Options ***
Bore = Standard Single,
Bore Backset = 2-3/8",
Mortise = Standard 3 Hinge
*** Additional Information ***
Room Location = ,
Is this a Re-order? = No,
Lead Time = 14 Days,
Model Number = N746WFCNLERH
*** SKU ***
SKU = 160642,
Vendor Name = Steves and Sons,
Vendor Number = 60024251,
Customer Service = (800) 617-8586,
Catalog Version Date = 8/20/2024,
SKU Description = S/O ST MOLDED HC 14D

LoadingConfiguration = False,
Product Type = Single Prehung,
Available Measurement Types = ,
Display Measurement Types =
*** Allow Defaulting ***
Last Question Answered = Door
Surface=Textured<>Smooth,
AllowDefault::Sidelite Nominal Width = Yes,
AllowDefault::Sidelite Collection = Yes,
AllowDefault::Sidelite Finish Options = Yes,
AllowDefault::Transom Collection = Yes,
AllowDefault::Transom Finish Options = Yes,
AllowDefault::Transom Finish Type = Yes,
AllowDefault::Jamb Finish = Yes,
AllowDefault::Exterior Color = Yes,
AllowDefault::Interior Color = Yes
*** Formula Questions ***
Calc::Height Width =
*** Aggregate Questions ***
Aggregate::Exterior Color =
*** Wrapping - TipToTip Offsets ***
RoughOpening::Head Offset = 0.25,
RoughOpening::Sill Offset = 0,
RoughOpening::Left Offset = 0.5,
RoughOpening::Right Offset = 0.5,
FrameSize::Head Offset = -1,



LUBBOCK TX (806) 441-7554
SAN ANGELO TX (325) 213-9894
DEQUINCY LA (337) 900-1009

RALEIGH NC (919) 999-0922
JACKSONVILLE NC (910) 386-4518
FAYETTEVILLE NC (919) 999-0922
OUTERBANKS NC (252) 423-9510

DALLAS TX (214) 799-6930
SAN ANTONIO TX (210) 970-2099
COASTAL BEND TX (361) 877-9336

NAME

Coins On Main

ADDRESS

1105 Main Street, Lubbock, TX 79401

EMAIL

patkelly@suddenlink.net

PHONE

(806) 470-1565

DATE

08/30/2024

JOB LOCATION

1310 Broadway Street

TYPE

Residential

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

ROOF TYPE: TPO 60 mil white

☐ Composition ☐ Metal ☐ Tile ☐ Wood/Shake ☐ Hot Mop ☐ B.U.R. ☐ EPDM ☒ TPO

1. Install 163 sq. Color/Style White 60 mil TPO

2. Tear-off and dispose of all old roofing materials. 1 layers.

3. Install new underlayment ☐ 30lb Felt ☐ Synthetic ☒ N/A

4. Install new pipe jack boots/R&R if needed.

5. Story 1, Pitch 1/12

6. Install ice and water protector membrane in valleys, around penetrations, etc.

7. Install roof system to manufacture and wind zone specifications.

8. Material Warranty: ☐ ☐ ☐ ☐

9. No other work will be authorized unless written on this contract.

10. Decking if required, \$100 Per sheet installed.

11. See Supplemental Sheet.

Total include items 1 thru 10: \$ 150,775.00

TERMS: FULL PAYMENT INCLUDING SUPPLEMENT DUE UPON COMPLETION

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:

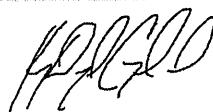
Proposed Project Price Before Any Approved Change Orders DOLLARS \$ 150,775.00

PROPOSED SCOPE OF WORK:

- * Remove and Dispose of existing roof system down to decking.
- * Inspect decking integrity and perform needed repairs addressed as change orders.
- * Install new cover board per manufacturers specifications.
- * Prepare surface for TPO installation per manufacturers specifications.
- * Install mechanically fastened 60 mil TPO membrane per manufacturers specifications.
- * Install TPO Membrane over parapets. Install Cant strips at transitions if needed.
- * Install parapet cap and drip edge flashing along perimeter and in field where required.
- * Remove and Dispose of all project related debris.
- * Any deviations will be addressed as change orders and require approval.

TERMS:

30% (\$45,232.50) due prior to material order. 70% (\$105,542.50) due upon project completion.



08/30/2024

Authorized Signature


Note: This proposal may be withdrawn by us if not
accepted within 30 days

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.

Acceptance of proposal: I have read, agree to, and accept the prices, specifications, and conditions on the front and reverse side of this contract. I am giving the authorization to do work as specified and payment to be made as outlined.


Signature Date

Customer Signature


Signature Date

Customer Signature



Ted Craft
10104 Durham Ave.
Lubbock, TX 79424
(806) 745-4946
tedcraft26@gmail.com

Bid

TO: Pat Kelly Properties
1310 Broadway Finish Out
Lubbock, TX 79414

DATE: 8/29/2024

PROJECT: 1310 Broadway
Finish Out

[illegible]

Proposal

Page # _____ of _____ pages

Armando Loera Painting & Repairs

6801 19th St # 339

Lubbock, Texas 79407

loerapainting@yahoo.com

(214) 395-0721

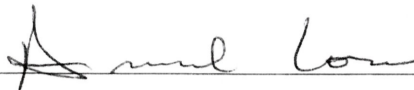
PROPOSAL SUBMITTED TO: <u>Pat Kelly</u>	JOB NAME	JOB #
ADDRESS <u>1105 Broadway</u> <u>Lubbock Texas</u>	JOB LOCATION <u>1310 BROADWAY</u>	DATE <u>08-23-24</u>
PHONE # <u>806 470-1565</u>	FAX #	ARCHITECT

We hereby submit specifications and estimates for: Front of Building - Demo Display
Windows and Frames on Both Stores, Frame Wall & Sheathing
SIFS wall to match existing Total 864 sq ft Install Door
Front on Both Stores Total Labor and Materials 12,650
(Customer Pay for Doors Fronts)
Interior Sheetrock Tape Bed Texture Paint Total 75 Sheets 12 ft x 5
Hang Sheetrock, TAPE Bed Texture Paint Material 1,435
Hang Sheetrock 3,120 Tape Bed Texture Paint 7,052
Paint Materials 1,250 Total Labor Materials 12,857.00
Install Doors going to Back & Side East Side
Labor Only 350.00
Ceiling - Pressure Wash Paint Ceiling Trusses Total 54,219.3
Dry Wall Paint on Ceiling Total Labor Material 5,482
1 Month Scissor Lift + Rental Total 589.00
Floor - Scrub Brick Tile Total 806 sq ft Level Top Coat
and Install Laminate Flooring Floor Cost 5,200.00
Labor on Top Coat 5,250 Laminate Install 5,482.00
Total 35,290.00

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:
\$ Thirty Five Thousand Two Hundred Ninety Dollars Dollars
with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted



Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____



The Home Depot Special Order Quote

Customer Agreement #: H0505-374112

Printed Date: 9/2/2024

Customer: PAT KELLEY

Address: 1310 BROADWAY
LUBBOCK, TX 79401

Phone 1: 806-788-1282

Phone 2:

Phone 3:

Email: PATKELLEY@SUDDENLINK.
NET

Store: 0505

Associate: VERONICA

Address: 5801 West Loop 289
Lubbock, TX 79414

Phone: (806)788-1484

Pre-Savings Total: \$4,830.47

Total Savings: (\$724.43)

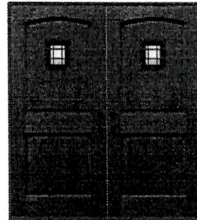
Pre-Tax Price: \$4,106.04

Price Valid Through:
9/4/2024

All prices are subject to change. Customer is responsible for verifying product selections. The Home Depot will not accept returns for the below products.



Catalog Version 85



*** Dimensions ***

Frame Width = 73.75,

Frame Height = 81.5

Line Number	Item Summary	Room Location	Was Price	Now Price	Quantity	Total Savings	Total Price
100-1	Fiberglass Doors Double Prehung 73 3/4" x 81 1/2" Regency Textured Mahogany SKU: 1002365151		\$4,233.85	\$3,598.90	1	(\$634.95)	\$3,598.90
Unit 100 Total:			\$4,233.85	\$3,598.90		(\$634.95)	\$3,598.90

Begin Line 100 Description

---- Line 100-1 ----

*** Product ***

Fiberglass Doors,
Double Entry Door,

73.75 x 81.5

*** Dimensions ***

Frame Width = 73.75,

Frame Height = 81.5

*** Unit Type ***

Unit Type = Complete Unit,

Handing and Swing = Right Hand Active Inswing

*** Slab Constants ***

Nominal Width = 72",

Nominal Height = 80",

Nominal to Actual Width = 0.25,

Nominal to Actual Height = 1,

Left Prefit = 0,

Right Prefit = 0.125,

Top Prefit = 0.125,

Bottom Prefit = 0.125,

Frame Offset Left = 1,

Glass Style = None,

Speak Easy = Cavalier,

Clavos = None,

Finish Type = Stained,

Finish Options = Chestnut

*** Hardware ***

Quick Door Hanger = No - Do NOT Add the Quick

Door Hanger,

Hinge Finish = Oil Rubbed Bronze,

Lock Type = None,

Door Thickness = 1-3/4"

*** Frame Options ***

Sill Type = Adjustable,

Sill Finish = Bronze,

Jamb Type = Rabbeted - Weather Stripped,

Exterior Jamb Material = Composite - Stain Grade,

Jamb Size = 4-9/16",

Jamb Finish = Chestnut,

Casing Design = No Casing,

Brickmold = No

*** Machining Options ***

Product Type = Double Prehung,

Available Measurement Types = ,

Display Measurement Types =

*** Allow Defaulting ***

Last Question Answered = Inactive Door

Bore=Double<>None,

AllowDefault::Sidelite Nominal Width = Yes,

AllowDefault::Sidelite Collection = Yes,

AllowDefault::Sidelite Finish Options = Yes,

AllowDefault::Transom Collection = Yes,

AllowDefault::Transom Finish Options = Yes,

AllowDefault::Transom Finish Type = Yes,

AllowDefault::Jamb Finish = Yes,

AllowDefault::Exterior Color = Yes,

AllowDefault::Interior Color = Yes

*** Formula Questions ***

Calc::Height Width =

*** Aggregate Questions ***

Aggregate::Exterior Color =

*** Wrapping - TipToTip Offsets ***

RoughOpening::Head Offset = 0.5,

Proposal

Page # _____ of _____ pages

Armando Loera Painting & Repairs

6801 19th St # 339

Lubbock, Texas 79407

loerapainting@yahoo.com

(214) 395-0721

PROPOSAL SUBMITTED TO: <u>Pat Kelly</u>	JOB NAME	JOB #
ADDRESS <u>1310 Broadway</u> <u>Lubbock Tx.</u>	JOB LOCATION <u>1310 Broadway</u>	DATE OF PLANS <u>08-21-24</u>
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for: Ext West Wall - Paint Pressure Wash
2 Coats Spray Paint Total 2034 Sq ft
Total Labor & Materials 6102.00

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ Six Thousand One Hundred and Two Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted



Note — this proposal may be withdrawn by us if not accepted within _____ days.

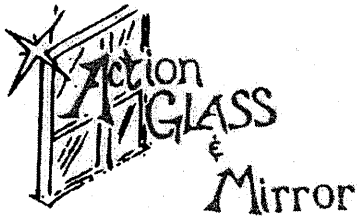
Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

Estimate/BID



255 US Hwy 87
Lubbock, TX 79423

Phone 806-794-5277
Fax 806-744-5266

Date

8/26/2024

Pat Kelly
1310 Broadway
Lubbock Tx
806-407-1565

Project

Item	Description	Qty	Total
Temp	1/2 clr 68 3/4 x 77 3/4	1	2,467.28T
cllam	25 3/8 x 75 5/8	2	821.72T
DSB	16 x 20		15.00T
labor			840.00
Note* Alternate price for using 1/4 Clr temp instead of the 1/2 Clr Temp would be about \$1100.00 less. Estimate good for 30 days A deposit of 1/2 is required to order job Please allow 1-3 weeks for delivery Thank You!			

Subtotal

Sales Tax (8.25%) \$272.58

Total \$4,416.58

Phone #

806-794-5277

PROPOSAL NO.

SHEET NO.

DATE

8/28/24

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED By

NAME

PAT KELLY

ADDRESS

JESSE ARINS

ADDRESS

1310 BROADWAY
Lubbock TX, 79401

DATE OF PLANS

30th 59th
Lubbock TX 79414

PHONE NO.

ARCHITECT

806-239-4314

We hereby propose to furnish the materials and perform the labor necessary for the completion of

BRICK REPLACE BACK WINDOW

LABOR & MATERIAL TOTAL = 837.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

N/A
Respectfully
submitted

Per

Note — this proposal may be withdrawn by us if not accepted within

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be outlined above.

N/A
Signature

Date

Signature

BID MEMO

JOB	BID #
ADDRESS 1310 Broadway	DATE 8-29-24
FIRM Kelly	PREPARED BY
ADDRESS	APPROVED BY
TYPE OF WORK	PHONE

WORK INCLUDED	AMOUNT OF BID
remove water heater	
TOTAL BID	1500

EXCLUSIONS AND QUALIFICATIONS

EXCLUSIONS AND QUALIFICATIONS

Will E. Miller

ACKNOWLEDGEMENT OF ADDENDA:		
DELIVERY	TAX	
	EXCLUDED	
	INCLUDED	
RECEIVED BY:		

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Contract 18353, with SRH Landscapes, LLC, for the construction of new walking trails at twelve City of Lubbock parks.

Item Summary

In May 2022, the City Council approved American Rescue Plan Act (ARPA) funding for the Parks and Recreation Department, with funding dedicated to 12 new walking trails. Staff evaluated park locations across the City, and identified 2 parks per Council District whose citizens would benefit from the new walking trails.

The 12 parks are as follows:

- District 1: Aztlan Park and Maedgen Park
- District 2: Butler Park and Washington Park
- District 3: Mahon Park and Ratliff Park
- District 4: Elmore Park and Kastman Park
- District 5: Remington Park and Stevens Park
- District 6: Hinojosa Park and Preston Smith Park

Parks and Recreation staff designed all 12 trails and issued an Invitation to Bid (ITB) in October 2024, for construction of the 12 trails. In response to ITB 25-18353-KM, 9 vendors submitted bids. They were as follows:

Contractor	Amount
SRH Landscapes, LLC, Dallas, Texas	\$326,312.82
Casta 3 Construction, LLC, Colleyville, Texas	\$514,615.20
Reeder Landscape, Amarillo, Texas	\$602,333.70
Tom's Tree Place, Lubbock, Texas	\$725,050.30
Turfmaster Irrigation and Landscaping, Inc., Lubbock, Texas	\$788,296.92
Green Plains, LLC, Lubbock, Texas	\$851,454.24
Ti-Zack Concrete, Le Center, Minnesota	\$954,377.28
MH Civil Constructors, Inc., Amarillo, Texas	\$1,093,557.30
**Mission Service Companies, Lubbock, Texas	Non-Responsive

Staff recommends award to the lowest bidder, SRH Landscapes, LLC, of Dallas, Texas, for \$326,312.82.

The contract will be for a term of 245 consecutive calendar days to substantial completion, and 275 consecutive calendar days to final completion. Liquidated damages are \$100 per consecutive calendar day to substantial completion, and \$100 per consecutive calendar day to final completion.

Fiscal Impact

Contract 18353 for \$326,312.82 is funded in Capital Improvements Project 92761 – ARPA Walking Trails.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Colby VanGundy, Director of Parks and Recreation

Attachments

Resolution - Contract 18353

Contract 18353 - Unit Price Bid

CIP Budget Detail

CIP Project Detail

Project Summary Sheet - Contract 18353

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 18353 per ITB 25-18353-KM, by and between the City of Lubbock and SRH Landscapes, LLC, of Dallas, Texas, for Construction of Twelve (12) Walking Trails for Various Parks, consistent with the terms of the bid submittal attached hereto and incorporated herein, and related documents.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

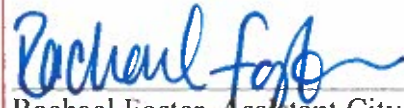
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Rachael Foster, Assistant City Attorney

**BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT**

DATE: October 21, 2024

PROJECT NUMBER: **ITB 25-18353-KM Construction of Twelve (12) Walking Trails for Various Parks**

Bid of SRH Landscapes, 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 **245 consecutive calendar days** with **final completion** of the project within **275 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 **\$100** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$100** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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
Parks & Recreation
ITB 25-18353-KM
Construction of Twelve (12) Walking Trails for Various Parks**

SRH Landscape, LLC of Dallas, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Original Bid - Decomposed Granite					
#1-1	Aztlan Park - Construction of Decomposed Granite walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	11400	SF	\$2.79	\$31,806.00
#1-2	Butler Park - Construction of Decomposed Granite walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	10674	SF	\$2.79	\$29,780.46
#1-3	Elmore Park - Construction of Decomposed Granite walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	9060	SF	\$2.79	\$25,277.40
#1-4	Hinojosa Park - Construction of Decomposed Granite walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	8070	SF	\$2.79	\$22,515.30
#1-5	Kastman Park - Construction of Decomposed Granite walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	10098	SF	\$2.79	\$28,173.42
#1-6	Maedgen Park - Construction of Decomposed Granite walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	8790	SF	\$2.79	\$24,524.10
#1-7	Mahon Park - Construction of Decomposed Granite walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	15276	SF	\$2.79	\$42,620.04
#1-8	Ratliff Park - Construction of Decomposed Granite walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	6738	SF	\$2.79	\$18,799.02

**City of Lubbock, TX
Parks & Recreation
ITB 25-18353-KM**

Construction of Twelve (12) Walking Trails for Various Parks

#1-9	Remington Park - Construction of Decomposed Granite walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	8298	SF	\$2.79	\$23,151.42
#1-10	Smith Park - Construction of Decomposed Granite walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	9570	SF	\$2.79	\$26,700.30
#1-11	Steven Park - Construction of Decomposed Granite walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	10716	SF	\$2.79	\$29,897.64
#1-12	Washington Park - Construction of Decomposed Granite walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	8268	SF	\$2.79	\$23,067.72

Alternate Bid - #20 Jog Path

#2-1	Aztlan Park - Construction of #20 Jog Path Blend walk+A1:C10ing path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	11400	SF	\$1.50	\$17,100.00
#2-2	Butler Park - Construction of #20 Jog Path Blend walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	10674	SF	\$1.50	\$16,011.00
#2-3	Elmore Park - Construction of #20 Jog Path Blend walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.	9060	SF	\$1.50	\$13,590.00

**City of Lubbock, TX
Parks & Recreation
ITB 25-18353-KM
Construction of Twelve (12) Walking Trails for Various Parks**

#2-4	Hinojosa Park - Construction of #20 Jog Path Blend	8070	SF	\$1.50	\$12,105.00
walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.					
#2-5	Kastman Park - Construction of #20 Jog Path Blend	10098	SF	\$1.50	\$15,147.00
walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.					
#2-6	Maedgen Park - Construction of #20 Jog Path Blend	8790	SF	\$1.50	\$13,185.00
walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.					
#2-7	Mahon Park - Construction of #20 Jog Path Blend walking	15276	SF	\$1.50	\$22,914.00
path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.					
#2-8	Ratliff Park - Construction of #20 Jog Path Blend walking	6738	SF	\$1.50	\$10,107.00
path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.					
#2-9	Remington Park - Construction of #20 Jog Path Blend	8298	SF	\$1.50	\$12,447.00
walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.					
#2-10	Smith Park - Construction of #20 Jog Path Blend walking	9570	SF	\$1.50	\$14,355.00
path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.					

City of Lubbock, TX
Parks & Recreation
ITB 25-18353-KM

Construction of Twelve (12) Walking Trails for Various Parks

#2-11	Steven Park - Construction of #20 Jog Path Blend walking	10716	SF	\$1.50	\$16,074.00
	path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.				
#2-12	Washington Park - Construction of #20 Jog Path Blend	8268	SF	\$1.50	\$12,402.00
	walking path (6' width & 4" depth). Including excavation, earthwork, compaction, grading, and clean-up with all necessary incidentals to complete the work, furnished and installed, complete in place.				

Total (Items 1-1 through 1-3): \$326,312.82

~~Total (Items 2-1 through 2-12): \$175,437.00~~

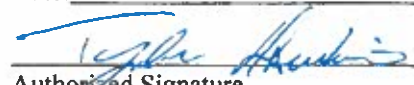
Enclosed with this bid is a Cashier's Check or Certified Check for

Three Hundred Twenty-Six Thousand Three Hundred Twelve Dollars (\$ 326,312.00) or a Bid Bond in the sum of Dollars (\$ 326,312.00), 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: October 21, 2024


Authorized Signature
Tyler Hawkins, President

(Printed or Typed Name)

SRH Landscapes, LLC

Company

17714 Frank Jackson Drive

Address

Dallas

Collin

City,

County

Texas

75252

State

Zip Code

Telephone: 972 - 345-2234

Fax: _____

(Seal if Bidder is a Corporation)

ATTEST:

B. Serrano

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.

81-1637939

EMAIL: th@srhtrees.com

**M/WBE
Firm:**

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 12, 2024**

Capital Project Number:	<u>92761</u>
Capital Project Name:	<u>Walking Trails - ARPA</u>

<i>Encumbered/Expended</i>	Budget
	<u>\$ -</u>

<i>Agenda Item November 12, 2024</i>	
SRH Landscapes - 18353	326,313

<i>Encumbered/Expended To Date</i>	<u>326,313</u>
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<i>Estimated Costs for Remaining Appropriation</i>	
Engineering, Design and Amenities	<u>773,687</u>
<i>Remaining Appropriation</i>	<u>773,687</u>

Total Appropriation	<u><u>\$ 1,100,000</u></u>
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CIP 92761 ARPA Parks - Walking Trails

Infrastructure Improvements

Project Manager: Kalee Robinson - Park Development

Project Scope

This project will fund the install of 12 new walking trails. Locations include Aztlan Park, Butler Park, Elmore Park, Hinojosa Park, Kastman Park, Maedgen Park, Mahon Park, Ratliff Park, Remington Park, Preston Smith Park, Stevens Park, and Washington Park.

Project Justification

These funds will be used to install 12 new walking trails throughout the park system (2 trails per Council District).

Project Highlights

Council Priorities Addressed:

This project will address Council Priorities, Public Health and Community Improvement by providing Lubbock citizens with the 12 new trails to walk, jog, run, etc. on within the City's park system as well as improve the park and the surrounding communities by adding a feature it does not already have.

Project History

- FY 2021-22 \$1,200,000 was appropriated by Budget Amendment No. 24, Ord. 2022-00071
- FY 2023-24 \$100,000 was reduced by Budget Amendment No.38, Ord. 2024-00093

Project Dates

Start Date: May 10, 2022
Project Start Date: September 1, 2024
Projected Project End Date: TBD

Project Location

Aztlan Park, Butler Park, Elmore Park, Hinojosa Park, Kastman Park, Maedgen Park, Mahon Park, Ratliff Park, Remington Park, Preston Smith Park, Stevens Park, and Washington Park.

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$1,100,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,100,000	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
ARPA Funding	\$1,100,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,100,000	\$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



Purchasing and Contract Management

Project Summary

ITB 25-18353-KM Construction of Twelve (12) Walking Trails for Various Parks

Notice was published in the Lubbock Avalanche Journal on October 6, 2024 & October 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 October 4, 2024 to October 30, 2024.

6 individuals attended the pre-proposal meeting.

56 vendors downloaded the documents using Bonfire.com.

40 vendors were notified separately.

9 vendors submitted proposals

Information

Agenda Item

Resolutions - Fleet Services: Consider two resolutions authorizing the Mayor to execute Contract 18247, with B King Ventures, LLC, dba Clear-Vu Auto Glass, and Contract 18447, with Phares Auto Glass, Inc., dba Auto Glass Co., for windshield and window repair services for City of Lubbock vehicles and equipment.

Item Summary

City staff issued an Invitation to Bid (ITB) for windshield and window repair services for City of Lubbock vehicles and equipment.

In response to ITB 25-18247-LV, bids were received and opened on October 8, 2024, from the following vendors.

Vendor
B King Ventures, LLC, dba Clear-Vu Auto Glass, Lubbock, Texas
Phares Auto Glass, Inc., dba Auto Glass Co., Lubbock, Texas

The Bid Tab Sheet is attached, showing the bids offered for annual pricing for 22 classes of windshields and windows repair services. The hourly rates quoted in these bids included all services such as glass, parts, materials, and labor needed to perform the work.

The Fleet Staff recommends awards to the 2 vendors who submitted bids, B King Ventures, LLC, dba Clear-Vu Auto Glass of Lubbock, Texas, and Phares Auto Glass, dba Auto Glass Co., of Lubbock, Texas, to ensure proper coverage for the City's windshield and window repair service needs.

Fiscal Impact

The estimated annual expense for the windshield and window repair services for these contracts is \$50,000 per year. Funds have been appropriated for these services in the Fleet Department Fiscal Year 2024-25 Vehicle Maintenance Account.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution- Contract 18247- Clear Vu Auto Glass
Contract 18247 - Clear Vu Auto Glass

Resolution - Phares Auto Glass

Contract 18447-Phares Auto Glass

ITB 24-18247-LV Bid Tabulation Sheet

Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 18247 for Vehicle Windshield and Window Services, as per ITB 24-18247-LV, by and between the City of Lubbock and B King Ventures, LLC, dba Clear Vu Auto Glass, 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 _____.

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

**City of Lubbock
Contract for
Vehicle Windshield and Window Services**

THIS CONTRACT made and entered into this ____ day of _____, 2024, by and between the City of Lubbock ("City"), and **B King Ventures, LLC dba Clear Vu Auto Glass**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Vehicle Windshield and Window Services** 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 **Vehicle Windshield and Window Services**

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, **Vehicle Windshield and Window Services**, and more specifically referred to as **Items 1-1 through 1-22** 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 (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.
4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
9. Insurance Requirements

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

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

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

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

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

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

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

- * 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. 24-18247-LV, 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

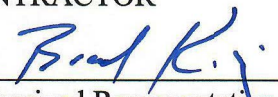
APPROVED AS TO CONTENT:


Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:


Rachael Foster, Assistant City Attorney

CONTRACTOR

BY 
Authorized Representative

Brad King
Print Name

7415 82nd St.
Address

Lubbock, TX 79424
City, State, Zip Code

City of Lubbock, TX
ITB 24-18247-LV
Vehicle Windshield and Window Services
Specifications
REVISED

Scope:

Windshield and Window Services for the City of Lubbock Vehicles and Machinery.

Contract Term:

One (1) year contract with two (2) renewals.

Pricing:

It is the responsibility of the Contractor to provide evidence of the prices taken from the National Auto Glass Specifications (NAGS) calculator, so the City may verify pricing that affects the overall cost of the glass replacement or repair.

Use the NAGS Catalog pricing as a base for any pricing discounts to be applied and the pricing shall remain fixed for the entire contract term(s) awarded.

Provide the City with copies of the current and updated NAGS catalog and benchmark calculator throughout the Agreement term, as needed.

General Requirements:

Installation personnel shall be certified in automotive glass installation. The successful bidder shall supply FLEET DIRECTOR, the names and license numbers of those individuals so qualified.

The successful bidder must stock a substantial quantity of glass of the size, type and quality bid so as to be able to effect a replacement in the time frame specified.

Mobile service calls are a requirement of this bid. Additionally, some City vehicles may be taken to the glass company's place of business for windshield repair or replacement; other glass replacement or repairs may require the vendor to work on site either in the City or to outside City of Lubbock locations.

The successful bidder must respond within twenty-four hours, after notification of City requirements. Hourly rates quoted in this bid shall include ALL services such as glass, parts, materials and labor needed to perform the work.

Material Specifications and Requirements:

Motor Vehicle Safety Standards (FMVSS) related to automotive glass. Sealant used during the installation of all products shall be SikaTack/ASAP or approved equal. Drying time for sealants shall not exceed two (2) hours at 60 degrees F.

Vendor shall provide upon request, Material Safety Data Sheets (MSDS) for the contents of the resins to be used. The City of Lubbock reserves the right to approve or reject any type of resin proposed for windshield repair.

All glass supplied with this contract shall be manufactured in the UNITED STATES and shall meet the requirements of the original vehicle materials, such as tint, fit and applicable standards. Replacement windshield glass shall additionally meet Federal guidelines.

Safety glass must meet the exacting requirements for the American Standard Safety Code for Safety Glazing Materials for Glazing Motor Vehicles operating on Land Highways (HSA Z26.1-1966) and Federal Motor Vehicles Safety Standard No. 205 (or subsequent revisions) as indicated.

- FMVSS 205 Glazing Materials
- FMVSS 208 Occupant Crash Protection
- FMVSS 212 Windshield Retention
- FMVSS 216 Roof Crush Resistance

The warranty of all laminated or tempered Safety Glass must be guaranteed against manufacturing defects, workmanship, and materials, including installation for a period of one year, or standard warranty whichever is longer. Safety Glass, clear or tinted, both curved and flat automotive glass parts for doors, windows and particularly windshields shall consist of two pieces of Polished Plated or Float Glass 31 laminated together with an interlayer of vinyl plastic, in order to provide the greatest elasticity and resistance to breakage at all temperatures. The quality of glass must reflect an absence of excessive distortion and have superior vision from any angle. Tinted glass must keep car interior cooler and guard against eyestrain from glare of sunlight.

Material for windshields must meet the Federal Motor Vehicle Safety Standard No. 205, AS1 symbol. The Sunshade type windshield with the interlayer of vinyl plastic graduated in color, must transmit not less than 70% of the incident white light below the AS1 symbol. Flat Safety Sheet Glass, clear or tinted, of similar thickness laminated together with an interlayer of vinyl plastic for greatest elasticity and resistance to breakage, shall be designated as AS2 or AS3 and used for replacement of glass other than windshields.

Tempered Safety Glass clear or tinted, shall be of one piece Polished Plate or Float Glass, and specially tempered to be approximately four times as strong and flexible as ordinary Annealed Glass. This Glass must be exceptionally resistant to impact and have the breakage characteristic of disintegrating into innumerable small pieces with comparatively blunt edges as related to sharp fragments of broken ordinary glass. Tempered glass may be used for glass replacement other than windshield. Related parts, installations kits, and other materials required for glass replacement shall be first grade, first line products, and of a quality equal or superior to but no lower than that used on original equipment.

Vendor shall provide repair service for automotive glass with cracks a maximum of 2 inches and chips a maximum of .95 inches in diameter. Service shall be performed to the satisfaction of the authorized City representative.

Vendor shall not repair a crack in the acute area of the windshield. The acute area is 8 ½ inch x 11 inch wide area of the windshield directly in the driver's view beginning just above the steering wheel.

If a repaired area crack reforms or continues from the same break within 30 days after the repair is completed, vendor shall repair the crack at no cost to the City. If the crack cannot be repaired, vendor shall issue a credit towards windshield replacement for the City.

Finish shall be virtually undetectable and smooth. Any City vehicle that cannot be repaired shall be reported by the vendor to the authorized City employee.

Vendor shall leave the work area clean and free of materials, debris and vendor equipment to the satisfaction of an authorized City employee. Vendor shall remove from the area and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances and statutes. Broken glass and related debris shall be vacuumed from vehicle interiors. Glass shall be cleaned and excess sealer shall be removed. Clean up shall be included in the bid price.

Vendor is responsible for removing and disposing of debris. The City will not allow vendor to utilize on-site trash bins paid for by the City.

Vendor shall comply with EPA guidelines for the disposal of hazardous material.

PRICE

This contract shall cover all windshields including curved, flat or tempered safety glass, (both tinted and clear) that are currently in the City's fleet, and any vehicles added to the fleet during the term of the contract.

QUANTITY

Any stated quantities on the bid form are expressly agreed to be an "*estimated annual usage*" only, and nothing herein shall bind the City of Lubbock to purchase any specified amount of the product. It is also further understood that the City of Lubbock shall not be obligated to purchase or pay for any amount of the product unless and until ordered *and received* by the City of Lubbock.

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

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net — calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be **NET THIRTY DAYS**. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Bid Form
Vehicle Windshield and Window Services
Revised 10-03-2024

In compliance with the Invitation to Bid No. 24-18247-LV, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. The Invitation to Bid No. 24-18247-LV is by reference incorporated in this contract. The Bid Form **must** be completed in blue or black ink or by typewriter.

ITEM	Unit	SHOP WINDSHIELD REPLACEMENT	Shop Rate Per Hour	Extended Cost	Discount off *MSRP/N AGS
1.	250	CLASS 1 - 6,000 lb & less	\$ 29 ⁰⁰	7250 ⁰⁰	65%
2.	75	CLASS 2 - 6,001 - 10,000 lb	29 ⁰⁰	2175 ⁰⁰	65%
3.	50	CLASS 3 - 10,001 - 14,000 lb	29 ⁰⁰	1450 ⁰⁰	65%
4.	5	CLASS 4 - 14,001 - 16,000 lb	29 ⁰⁰	145 ⁰⁰	65%
5.	14	CLASS 5 - 16,001 - 19,500 lb	29 ⁰⁰	406 ⁰⁰	65%
6.	250	CLASS 6 - 9 - 19,501 lb and over	29 ⁰⁰	7250 ⁰⁰	65%
7.		Additional charge - Tempered Glass	0 ⁰⁰	—	—
8.		Additional charge - Tinted Glass	0 ⁰⁰	—	—
9.		Additional charge - travel to outside City of Lubbock locations	0 ⁰⁰	—	
			Total	\$ 18,676 ⁰⁰	

ITEM	Unit	MOBLIE WINDSHIELD REPLACEMENT	Shop Rate Per Hour	Extended Cost	Discount off *MSRP/ NAGS
10.	250	CLASS 1 - 6,000 lb & less	\$ 29 ⁰⁰	7250 ⁰⁰	65%
11.	75	CLASS 2 - 6,001 - 10,000 lb	29 ⁰⁰	2175 ⁰⁰	65%
12.	50	CLASS 3 - 10,001 - 14,000 lb	29 ⁰⁰	1450 ⁰⁰	65%
13.	5	CLASS 4 - 14,001 - 16,000 lb	29 ⁰⁰	145 ⁰⁰	65%
14.	14	CLASS 5 - 16,001 - 19,500 lb	29 ⁰⁰	406 ⁰⁰	65%
15.	250	CLASS 6 - 9 - 19,501 lb and over	29 ⁰⁰	7250 ⁰⁰	65%
16.		Additional charge - Tempered Glass	0 ⁰⁰	—	—
17.		Additional charge - Tinted Glass	0 ⁰⁰	—	—
18.		Additional charge - travel to outside City of Lubbock locations	0 ⁰⁰	—	—
			Total	\$ 18,676 ⁰⁰	

ITEM	SHOP CRACK & DING REPAIR	Shop Rate Per Hour	Discount off *MSRP/NAGS
19.	CLASS 1- 9 (all vehicles) - Front & Back Windshield	\$ 20 ⁰⁰	per chip
20.	CLASS 1- 9 (all vehicles) - Side Window	20 ⁰⁰	per chip

ITEM	MOBILE CRACK & DING REPAIR	Shop Rate Per Hour	Discount off *MSRP/NAGS
21.	CLASS 1- 9 (all vehicles) - Front & Back Windshield	\$ 20 ⁰⁰	per chip
22.	CLASS 1- 9 (all vehicles) - Side Window	20 ⁰⁰	per chip

***Manufacturer's Suggested Retail Price/National Auto Glass Specifications**

The City of Lubbock reserves the right to reject any or all bids, reject any particular item on a quote, and to waive immaterial formalities.

In order to assure adequate coverage for remote locations throughout the City and Lubbock County, 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. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ☒

NO ☐

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. 1 Date 9/1/24
Addenda No. 2 Date 9/18/24
Addenda No. 3 Date 9/25/24
Addenda No. 4 Date 9/25/24

Addenda No. 5 Date 9/25/24
Addenda No. 6 Date 10/3/24
Addenda No. 7 Date 10/4/24

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.

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 Clear Vu Auto Glass a
corporation organized under the laws of the State of Texas, or a partnership consisting of
_____ or individual trading as _____ of
the City of Lubbock

Tax ID No.: 27-0906437

Address: 7415 82nd Street

City: Lubbock State: TX Zip: 79424

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 [Signature] Date: 9/4/24
Authorized Representative - must sign by hand

Officer Name and Title: Brad King - Managing Member

Business Telephone Number 806-791-4311 FAX: 806-791-4314

E-mail Address: brad@clearvulubbock.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. 18447 for Vehicle Windshield and Window Services, as per ITB 24-18247-LV, by and between the City of Lubbock and Phares Auto Glass, Inc., dba Auto Glass Co., 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 _____.

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

**City of Lubbock
Contract for
Vehicle Windshield and Window Services**

THIS CONTRACT made and entered into this ____ day of _____, 2024, by and between the City of Lubbock ("City"), and **Phares Auto Glass, Inc. dba Auto Glass Co.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Vehicle Windshield and Window Services** 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 **Vehicle Windshield and Window Services**

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, **Vehicle Windshield and Window Services**, and more specifically referred to as **Items 1-1 through 1-22** 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 (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.
4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements

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

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

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

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

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

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

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

* 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. 24-18247-LV, 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:

Dominic R. Esperat
Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster
Rachael Foster, Assistant City Attorney

CONTRACTOR

BY Lance Phares
Authorized Representative

Lance Phares
Print Name

1807 TEXAS AVE
Address

LUBBOCK TX 79401
City, State, Zip Code

City of Lubbock, TX
ITB 24-18247-LV
Vehicle Windshield and Window Services
Specifications
REVISED

Scope:

Windshield and Window Services for the City of Lubbock Vehicles and Machinery.

Contract Term:

One (1) year contract with two (2) renewals.

Pricing:

It is the responsibility of the Contractor to provide evidence of the prices taken from the National Auto Glass Specifications (NAGS) calculator, so the City may verify pricing that affects the overall cost of the glass replacement or repair.

Use the NAGS Catalog pricing as a base for any pricing discounts to be applied and the pricing shall remain fixed for the entire contract term(s) awarded.

Provide the City with copies of the current and updated NAGS catalog and benchmark calculator throughout the Agreement term, as needed.

General Requirements:

Installation personnel shall be certified in automotive glass installation. The successful bidder shall supply FLEET DIRECTOR, the names and license numbers of those individuals so qualified.

The successful bidder must stock a substantial quantity of glass of the size, type and quality bid so as to be able to effect a replacement in the time frame specified.

Mobile service calls are a requirement of this bid. Additionally, some City vehicles may be taken to the glass company's place of business for windshield repair or replacement; other glass replacement or repairs may require the vendor to work on site either in the City or to outside City of Lubbock locations.

The successful bidder must respond within twenty-four hours, after notification of City requirements. Hourly rates quoted in this bid shall include ALL services such as glass, parts, materials and labor needed to perform the work.

Material Specifications and Requirements:

Motor Vehicle Safety Standards (FMVSS) related to automotive glass. Sealant used during the installation of all products shall be SikaTack/ASAP or approved equal. Drying time for sealants shall not exceed two (2) hours at 60 degrees F.

Vendor shall provide upon request, Material Safety Data Sheets (MSDS) for the contents of the resins to be used. The City of Lubbock reserves the right to approve or reject any type of resin proposed for windshield repair.

All glass supplied with this contract shall be manufactured in the UNITED STATES and shall meet the requirements of the original vehicle materials, such as tint, fit and applicable standards. Replacement windshield glass shall additionally meet Federal guidelines.

Safety glass must meet the exacting requirements for the American Standard Safety Code for Safety Glazing Materials for Glazing Motor Vehicles operating on Land Highways (HSA Z26.1-1966) and Federal Motor Vehicles Safety Standard No. 205 (or subsequent revisions) as indicated.

- FMVSS 205 Glazing Materials
- FMVSS 208 Occupant Crash Protection
- FMVSS 212 Windshield Retention
- FMVSS 216 Roof Crush Resistance

The warranty of all laminated or tempered Safety Glass must be guaranteed against manufacturing defects, workmanship, and materials, including installation for a period of one year, or standard warranty whichever is longer. Safety Glass, clear or tinted, both curved and flat automotive glass parts for doors, windows and particularly windshields shall consist of two pieces of Polished Plated or Float Glass 31 laminated together with an interlayer of vinyl plastic, in order to provide the greatest elasticity and resistance to breakage at all temperatures. The quality of glass must reflect an absence of excessive distortion and have superior vision from any angle. Tinted glass must keep car interior cooler and guard against eyestrain from glare of sunlight.

Material for windshields must meet the Federal Motor Vehicle Safety Standard No. 205, AS1 symbol. The Sunshade type windshield with the interlayer of vinyl plastic graduated in color, must transmit not less than 70% of the incident white light below the AS1 symbol. Flat Safety Sheet Glass, clear or tinted, of similar thickness laminated together with an interlayer of vinyl plastic for greatest elasticity and resistance to breakage, shall be designated as AS2 or AS3 and used for replacement of glass other than windshields.

Tempered Safety Glass clear or tinted, shall be of one piece Polished Plate or Float Glass, and specially tempered to be approximately four times as strong and flexible as ordinary Annealed Glass. This Glass must be exceptionally resistant to impact and have the breakage characteristic of disintegrating into innumerable small pieces with comparatively blunt edges as related to sharp fragments of broken ordinary glass. Tempered glass may be used for glass replacement other than windshield. Related parts, installations kits, and other materials required for glass replacement shall be first grade, first line products, and of a quality equal or superior to but no lower than that used on original equipment.

Vendor shall provide repair service for automotive glass with cracks a maximum of 2 inches and chips a maximum of .95 inches in diameter. Service shall be performed to the satisfaction of the authorized City representative.

Vendor shall not repair a crack in the acute area of the windshield. The acute area is 8 ½ inch x 11 inch wide area of the windshield directly in the driver's view beginning just above the steering wheel.

If a repaired area crack reforms or continues from the same break within 30 days after the repair is completed, vendor shall repair the crack at no cost to the City. If the crack cannot be repaired, vendor shall issue a credit towards windshield replacement for the City.

Finish shall be virtually undetectable and smooth. Any City vehicle that cannot be repaired shall be reported by the vendor to the authorized City employee.

Vendor shall leave the work area clean and free of materials, debris and vendor equipment to the satisfaction of an authorized City employee. Vendor shall remove from the area and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances and statutes. Broken glass and related debris shall be vacuumed from vehicle interiors. Glass shall be cleaned and excess sealer shall be removed. Clean up shall be included in the bid price.

Vendor is responsible for removing and disposing of debris. The City will not allow vendor to utilize on-site trash bins paid for by the City.

Vendor shall comply with EPA guidelines for the disposal of hazardous material.

PRICE

This contract shall cover all windshields including curved, flat or tempered safety glass, (both tinted and clear) that are currently in the City's fleet, and any vehicles added to the fleet during the term of the contract.

QUANTITY

Any stated quantities on the bid form are expressly agreed to be an "*estimated annual usage*" only, and nothing herein shall bind the City of Lubbock to purchase any specified amount of the product. It is also further understood that the City of Lubbock shall not be obligated to purchase or pay for any amount of the product unless and until ordered *and received* by the City of Lubbock.

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

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of _____%, net _____ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Bid Form
Vehicle Windshield and Window Services
Revised 10-03-2024

In compliance with the Invitation to Bid No. 24-18247-LV, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. The Invitation to Bid No. 24-18247-LV is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	Unit	SHOP WINDSHIELD REPLACEMENT	Shop Rate Per Hour	Extended Cost	Discount off *MSRP/N AGS
1.	250	CLASS 1 - 6,000 lb & less	\$ 29		61.5
2.	75	CLASS 2 - 6,001 - 10,000 lb	29		61.5
3.	50	CLASS 3 - 10,001 - 14,000 lb	29		61.5
4.	5	CLASS 4 - 14,001 - 16,000 lb	29		61.5
5.	14	CLASS 5 - 16,001 - 19,500 lb	29		61.5
6.	250	CLASS 6 - 9 - 19,501 lb and over	29		61.5
7.		Additional charge - Tempered Glass	0		
8.		Additional charge - Tinted Glass	0		
9.		Additional charge - travel to outside City of Lubbock locations	\$1.00		
			Total	\$	

ITEM	Unit	MOBLE WINDSHIELD REPLACEMENT	Shop Rate Per Hour	Extended Cost	Discount off *MSRP/ NAGS
10.	250	CLASS 1 - 6,000 lb & less	\$ 29		61.5
11.	75	CLASS 2 - 6,001 - 10,000 lb	29		61.5
12.	50	CLASS 3 - 10,001 - 14,000 lb	29		61.5
13.	5	CLASS 4 - 14,001 - 16,000 lb	29		61.5
14.	14	CLASS 5 - 16,001 - 19,500 lb	29		61.5
15.	250	CLASS 6 - 9 - 19,501 lb and over	29		61.5
16.		Additional charge - Tempered Glass	0		
17.		Additional charge - Tinted Glass	0		
18.		Additional charge - travel to outside City of Lubbock locations	1.00		
			Total	\$	

ITEM	SHOP CRACK & DING REPAIR	Shop Rate Per Hour	Discount off *MSRP/NAGS
19.	CLASS 1- 9 (all vehicles) - Front & Back Windshield	\$ 24.50	61.5
20.	CLASS 1- 9 (all vehicles) - Side Window	24.50	61.50

ITEM	MOBILE CRACK & DING REPAIR	Shop Rate Per Hour	Discount off *MSRP/NAGS
21.	CLASS 1- 9 (all vehicles) - Front & Back Windshield	\$ 29	61.5
22.	CLASS 1- 9 (all vehicles) - Side Window	29	61.5

***Manufacturer's Suggested Retail Price/National Auto Glass Specifications**

The City of Lubbock reserves the right to reject any or all bids, reject any particular item on a quote, and to waive immaterial formalities.

In order to assure adequate coverage for remote locations throughout the City and Lubbock County, 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. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES X NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. 1 Date 9/11/24
Addenda No. 2 Date 9/18/24
Addenda No. 3 Date 9/25/24
Addenda No. 4 Date 9/25/24

Addenda No. 5 Date 9/25/24
Addenda No. 6 Date 10/03/24
Addenda No. 7 Date 10/04/24

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.

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 AUTO GLASS CO a
corporation organized under the laws of the State of TEXAS, or a partnership consisting of
_____ or individual trading as _____ of

the City of WUBBOCK

Tax ID No.: 75 2353331

Address: 1807 TEXAS AVE

City: WUBBOCK State: TX Zip: 79401

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 [Signature] Date: 10-7-24
Authorized Representative - must sign by hand

Officer Name and Title: PRESIDENT

Business Telephone Number 806 244 5277 FAX: _____

E-mail Address: Kim. Phares@yahoo.com

City of Lubbock
ITB 24-18247-LV
Vehicle Windshield and Window Services
Bid Tabulation Sheet

				Clear Vu			Auto Glass Co.		
				Lubbock, Texas			Lubbock, Texas		
				Shop Rate	Extended	Discount off	Shop Rate	Extended	Discount off
#	Item Description	Quantity Required (+/-)	UOM	Per Hour	Cost	*MSRP/NAGS	Per Hour	Cost	*MSRP/NAGS
1 SHOP WINDSHIELD REPLACEMENT									
1	CLASS 1 – 6,000 lbs. & less	250	Ea	29.00	7,250.00	65%	29.00	7,250.00	61.5%
2	CLASS 2 – 6,001 – 10,000 lbs.	75	Ea	29.00	2,175.00	65%	29.00	2,175.00	61.5%
3	CLASS 3 – 10,001 – 14,000 lbs.	50	Ea	29.00	1,450.00	65%	29.00	1,450.00	61.5%
4	CLASS 4 – 14, 001 – 16,000 lbs.	5	Ea	29.00	145.00	65%	29.00	145.00	61.5%
5	CLASS 5 – 16,001 – 19,500 lbs.	14	Ea	29.00	406.00	65%	29.00	406.00	61.5%
6	CLASS 6 – 9 – 19,501 lbs. and over	250	Ea	29.00	7,250.00	65%	29.00	7,250.00	61.5%
7	Additional Charge – Tempered Glass	0	Ea	0			0		
8	Additional Charge – Tinted Glass	0	Ea	0			0		
9	Additional Charge – Travel	0	Ea	0			1.00		
2 MOBILE WINDSHIELD REPLACEMENT									
10	CLASS 1 – 6,000 lbs. & less	250	Ea	29.00	7,250.00	65%	29.00		61.5%
11	CLASS 2 – 6,001 – 10,000 lbs.	75	Ea	29.00	2,175.00	65%	29.00		61.5%
12	CLASS 3 – 10,001 – 14,000 lbs.	50	Ea	29.00	1,450.00	65%	29.00		61.5%
13	CLASS 4 – 14, 001 – 16,000 lbs.	5	Ea	29.00	145.00	65%	29.00		61.5%
14	CLASS 5 – 16,001 – 19,500 lbs.	14	Ea	29.00	406.00	65%	29.00		61.5%
15	CLASS 6 – 9 – 19,501 lbs. and over	250	Ea	29.00	7,250.00	65%	29.00		61.5%
16	Additional Charge – Tempered Glass	0	Ea	0			0		
17	Additional Charge – Tinted Glass	0	Ea	0			0		
18	Additional Charge – Travel	0	Ea	0			1.00		
3 SHOP CRACK & DING REPAIR									
19	CLASS 1 – 9 (all vehicles) – Front	0	Ea	20.00			24.50		61.5%
20	CLASS 1 – 9 (all vehicles) – Side Windows	0	Ea	20.00			24.50		61.5%
4 MOBILE CRACK & DING REPAIR									
21	CLASS 1 – 9 (all vehicles) – Front & Back Windshield	0	Ea	20.00			29.00		61.5%
22	CLASS 1 – 9 (all vehicles) – Side Windows	0	Ea	20.00			29.00		61.5%



Purchasing and Contract Management

Project Summary

ITB 24-18247-LV

Vehicle Windshield and Window Services

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 Bonfire.com from August 23 to October 23, 2024.

24 vendors downloaded the documents using Bonfire.com.

35 vendors were notified separately.

2 vendors submitted bid(s).

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Keep Lubbock Beautiful Advisory Committee.

Item Summary

Consider appointments to the Keep Lubbock Beautiful Advisory Committee.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

Information

Agenda Item

Ordinance 1st Reading - Business Development: Consider an ordinance designating the North Park Development area as Tax Increment Reinvestment Zone No. 4; establishing a Board of Directors; establishing an effective date; establishing a Tax Increment Fund for the North Park TIF District; providing a severability clause; and enacting other matters related thereto.

Item Summary

The City of Lubbock received a petition from property owners requesting that the City establish a Tax Increment Financing District (TIF) for the proposed North Park Development area. The area covers approximately 332.8 acres within the City of Lubbock, 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.

On September 24, 2024, the City Council approved a resolution finding that the Petitioners represented more than 50% of the appraised value of the property in the area, which satisfies the requirements of Section 311.005(a)(4) of the Tax Increment Financing Act. On October 8, 2024, the City Council held a public hearing allowing interested parties to speak in favor of or in opposition to the creation of the reinvestment zone, its boundaries, or the concept of tax increment financing, as required by the Act. The next step in the creation process is to approve the first reading of the Creation Ordinance.

The purpose of this TIF District is to facilitate development or redevelopment by financing the costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures, all of which are costs that are authorized by the Act. The proposed improvements include development of a playa lake park, administrative expenses, and maintenance costs. The total costs of the public improvements, including administrative costs, and financing and interest expenses, are estimated to be \$3,621,900. Based on the feasibility study, during the term of the zone, new development is estimated to generate approximately \$48,077,342 in total new real property tax revenue for the City, and approximately \$40,761,470 for the County. The estimated base appraised value for the Zone is \$88,709,973 (as of January 1, 2024), and is estimated to increase to \$610,581,201 upon expiration.

The Zone will be governed by an advisory board that will report directly to the City Council. The Board will consist of nine members, six of which will be appointed by the City Council, with one member being appointed by the Commissioners Court of Lubbock County, one seat being reserved for the state senator or their designee, and one seat being reserved for the state representative or their designee. The Board will be appointed within 60 days of final approval of the ordinance. The Zone will take effect immediately upon approval of the ordinance, and will terminate no later than December 31, 2054.

The ordinance includes a preliminary draft of the reinvestment zone financing plan. A final Project and Finance Plan will be reviewed by the Advisory Board once created, and will be brought back to the City Council for final approval.

Fiscal Impact

A new fund will be created for the North Park Tax Increment Reinvestment Zone revenues and expenses with funding dependent on development within the TIF.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Brianna Brown, Business Development Director

Attachments

Ordinance

Exhibit A

Exhibit B

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LUBBOCK, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER FOUR, CITY OF LUBBOCK; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND; ESTABLISHING THE DURATION OF THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lubbock, Texas (the "City"), pursuant to Texas Tax Code Chapter 311, as amended, known as the Tax Increment Financing Act (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the City Council determines that development or redevelopment in the area would not occur solely through private investment in the reasonably foreseeable future and the area satisfies the requirements of the Act; and

WHEREAS, in accordance with § 311.005(a)(4) of the Act, on September 16, 2024, the City received a petition (the "Petition") from owners of certain real property, such owners being Slide North Apartments, L.L.C., a Texas limited liability company; Slide North Townhomes, L.L.C., a Texas limited liability company; North Loop 289, Ltd., a Texas limited partnership; Northpark 289 DE, LLC, a Delaware limited liability company; North Park Lubbock Development, Inc., a Texas corporation; North park Lubbock Development, Ltd., a Texas limited partnership; and Brentwood Loop Realty, Ltd., a Texas limited partnership, (the "Petitioners") requesting the City to establish a reinvestment zone encompassing an area of land described by metes and bounds in the petition, being approximately 332.8 acres located within the municipal limits of the City of Lubbock; and

WHEREAS, the Petitioners represented to the City in their Petition that they own more than more than fifty percent (50%) of the appraised value of the property in the area described in the Petition and satisfy the requirements of § 311.005(a)(4) of the Act; and

WHEREAS, the City Council, on September 24, 2024, approved a resolution finding that the Petitioners represented more than percent (50%) of the appraised value of the property in the area described in the Petition, satisfied the requirements of § 311.005(a)(4) of the Act, scheduled a public hearing on the creation of the reinvestment zone and directed the City Manager, or his designee, to develop a preliminary reinvestment zone financing plan for the area described in the Petition as required by § 311.003 of the Act; and

WHEREAS, the City Council held a public hearing on October 8, 2024, on the creation of a reinvestment zone for the area described in the Petition allowing any interested person speak for or against the creation of the reinvestment zone, its boundaries, or the concept of tax increment financing; and

WHEREAS, notice of the aforementioned public hearing was published in The Lubbock Avalanche Journal, a newspaper having general circulation in the City, more than seven days before the date of the hearing; and

WHEREAS, representatives of the Petitioners and citizens offered testimony and evidence in favor of creating the reinvestment zone while there was no evidence presented against the creation of the zone; and

WHEREAS, the City has taken all actions required to create the reinvestment zone, including but not limited to, all actions required by the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the zone; and

WHEREAS, the City Council believes it would be in the best interest of the City of Lubbock to create the reinvestment zone as described in this ordinance, establish a board of directors for the reinvestment zone, establish a tax increment fund for the reinvestment zone and make further findings relating to the creation of the reinvestment zone as further described in this ordinance; **NOW THEREFORE**,

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

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

SECTION 2. Findings.

- (a) The proposed reinvestment zone meets the requirements of §311.005 of the Act in that:
 - (i) The Petitioners represent more than percent (50%) of the appraised value of the property in the area described in the Petition and satisfy the requirements of §311.005(a)(4) of the Act; and
 - (ii) Development or redevelopment in the area would not occur solely through private investment in the reasonably foreseeable future.
- (b) The proposed zone is in a geographic area completely within the City's corporate limits or extraterritorial jurisdiction.
- (c) The improvements in the proposed zone will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the municipality.
- (d) The proposed zone is being designated pursuant to Texas Tax Code §311.005(a)(4).
- (e) The total appraised value of taxable real property in the proposed zone and in existing reinvestment zones does not exceed 25 percent of the total appraised value of taxable real property in the City of Lubbock and in the industrial districts created by the City of Lubbock.
- (f) The City has prepared a preliminary reinvestment zone financing plan as required by Texas Tax Code § 311.003(b), such plan being attached hereto as *Exhibit A*.

SECTION 3. Name and Boundaries. The proposed zone shall be identified as "Reinvestment Zone Number Four, City of Lubbock" (the "Zone" or "Reinvestment Zone") whose boundaries shall constitute a geographic area completely within the City's corporate limits and more particularly described by metes and bounds in the survey attached hereto as *Exhibit B*.

SECTION 4. Board of Directors.

- (a) Membership. There is established a board of directors for the Zone (the "Board") that shall consist of nine members. Six members shall be appointed to the Board by the City Council to Places 1,2,3,4,5 and 6. Place 7 of the Board shall be appointed by Commissioners Court of Lubbock County, Texas (the "County") if the County has approved the payment of all or part of the tax increment produced by the County into the tax increment fund for the Zone. If the County fails to approve the payment of all or part of the tax increment produced by the County into the tax increment fund for the Zone, the Commissioners Court shall be deemed to have waived its right to appoint a member to Place 7 and Place 7 shall be appointed by the City Council. Place 8 of the Board shall be reserved for the state senator, or their designee, in whose district the Zone is located. Place 9 of the Board shall be reserved for the state representative, or their designee, in whose district the Zone is located. The members of the Board for Places 1-7 shall be appointed by resolution of the respective governing bodies within sixty (60) days of the passage of this ordinance or within a reasonable time thereafter. All members appointed to the Board, except for the ex officio members, shall own real property in the Zone or be an employee or agent of a person that owns real property in the Zone and meet the eligibility requirements set forth in the Act.
- (b) Term. Places 1-7 of the Board shall serve staggered terms of two years with the initial terms of Places 1, 2, 3 and 7 being one year. The City Council shall designate a member of the Board to serve as the chairman of the Board and the Board shall elect from its members a vice chair and other officers as it sees fit. The chairman shall serve a term as chairman for a term of one (1) year beginning on January 1st and is eligible for reappointment.
- (c) Duties. The Board shall make recommendations to the City Council concerning the administration of the Zone. It shall prepare and adopt a project plan and a reinvestment zone financing plan for the zone ("Project and Finance Plan") as required by the Act and shall submit the Project and Finance Plan to the City Council for approval. The Board may enter into agreements as the Board considers necessary or convenient to implement the Project and Finance Plan and reimburse such costs associated with implementing the Project and Finance Plan ("Project Costs") from the TIRZ Fund established pursuant to Section 8 of this Ordinance. The Board shall possess all powers necessary to prepare, implement and monitor such Project and Finance Plan as the City Council considers advisable including the submission of an annual report on the status of the Zone.
- (d) State Senator/State Representative Waiver of Service on Board. In the event a state senator or state representative, who is an ex officio member of the board of the directors of the Zone, after receiving notice and following the provisions outlined in Texas Tax Code § 311.0092, elects not to serve on the board or designate another individual to serve in their place, they shall not be counted as a member of the board for voting or quorum purposes.

SECTION 5. Effective Immediately/Duration of the Zone. The Zone shall take effect immediately upon passage and approval of this Ordinance. The Zone shall terminate on December 31, 2054 (with final year's tax due by January 31, 2055), unless otherwise terminated in accordance with this section or applicable state law. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid in full. If upon

expiration of the stated term of the Zone, the Project Costs have not been paid, the City and/or the County, shall have not obligation to pay any shortfall.

SECTION 6. Tax Increment Base. The “tax increment base” for purposes of calculating the City TIRZ Increment, and if the County participates in the Zone the County TIRZ Increment, means the total appraised value of all real property in the Zone that is taxable by the City and/or the County, respectively, as of January 1, 2024.

SECTION 7. Captured Appraised Value. The “captured appraised value” for purposes of calculating the annual City TIRZ Increment, and if the County participates in the Zone the County TIRZ Increment, means the total real property value taxable (including increases in tax values attributable to changes in use) by a taxing unit for a year and located in the Zone for that year less the tax increment base of the unit.

SECTION 8. Tax Increment Fund. There is hereby created and established a tax increment fund (the “TIRZ Fund”) for the Zone which may be divided and maintained into such subaccounts as necessary and convenient to carry out the purposes of the Act. The City TIRZ Increment and the County TIRZ Increment shall be deposited into the TIRZ Fund as of the effective date of the Zone. The TIRZ Fund and all subaccounts shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. Prior to the termination of the Zone, funds shall be disbursed from the TIRZ Fund only to pay Project Costs.

The TIRZ Fund shall consist of the following:

- (i) the percentage of the tax increment, as defined by Texas Tax Code § 311.012(a), that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIRZ Fund under an agreement with the City as authorized by Texas Tax Code § 311.013(f); and
- (ii) one hundred percent (100%) of the City’s tax increment as defined by Texas Tax Code § 311.012(a) (the “City TIRZ Increment”), subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION 9. Repealed. All other terms and provisions of the Code of Ordinances, City of Lubbock, not in conflict herewith and not hereby amended shall remain in full force and effect.

SECTION 10. Effective Date. This Ordinance shall take effect immediately upon its passage as provided by law with the effective date being the date of passage on its second reading.

SECTION 11. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 12. Publication. The City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

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

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

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Matthew L. Wade, City Attorney



NORTH PARK REINVESTMENT ZONE,
CITY OF LUBBOCK, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
NOVEMBER 12, 2024



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SECTION 1: DEFINITIONS

Capitalized terms used in this Preliminary Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Preliminary Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” or an “Exhibit,” shall be a reference to a Section of this Preliminary Plan or an Exhibit or Appendix attached to and made a part of this Preliminary Plan for all purposes.

“**Act**” means Chapter 311, Texas Tax Code, as amended, “Tax Increment Financing Act”.

“**Administrative Costs**” means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the City that are directly related to the administration of the Zone.

“**Appraisal District**” means the Lubbock Central Appraisal District.

“**Board**” means the Board of Directors for the Zone.

“**Captured Appraised Value**” means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District.

“**City**” means the City of Lubbock, Texas.

“**City Council**” means the governing body of the City.

“**County**” means Lubbock County, Texas.

“**Creation Ordinance**” means Ordinance No. [REDACTED] adopted by the City Council on November [REDACTED], 2024.

“**Developer**” means North Park Development, Inc. and its successors or assigns.

“**Feasibility Study**” means the economic feasibility study as evaluated over the term of the Zone and focused only on direct financial benefits, as shown on **Exhibit E**.

“**Final Plan**” means the future *North Park Reinvestment Zone, City of Lubbock Final Project and Finance Plan*.

“**Interlocal Agreement**” means an agreement entered into between the City and the County under which the County agrees to participate in the Zone.

“Non-Project Costs” means those certain costs that will be spent to develop in the Zone, but will not be financed by the Zone, and will be financed by private funds, as described in **Section 6**, and shown on **Exhibit B**.

“Preliminary Plan” means the *North Park Reinvestment Zone, City of Lubbock Preliminary Project and Finance Plan*.

“Project Costs” means the total project costs in the Zone, including the actual costs of the Public Improvements, and the Administrative Costs.

“Projects” means those Public Improvements anticipated to be funded from the Property of the Zone and any programs administered by the Board pursuant to Chapter 380 of the Local Government Code, as authorized by Section 311.010 of the Tax Code, as amended.

“Property” means 332.8 acres of land as depicted on **Exhibit A** and identified on **Exhibit F**.

“Public Improvements” means the proposed public improvements to be financed by the Zone, which includes landscaping, trails, drainage, stormwater, public amenities, entryways, artwork, signage, sitework, paving, erosion control, lighting, construction management and soft costs related thereto, as depicted on **Exhibit G**, and detailed on **Exhibit C**.

“Tax Increment Base” means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Appraisal District.

“TIF Agreement” an agreement by and between the Developer, the City, and the Board, entitled **“North Park Reinvestment Zone Reimbursement Agreement,”** relating to the implementation of the Final Plan.

“TIF Fund” means the tax increment fund created by the City and segregated from all other funds of the City.

“TIF Increment Receipts” means one hundred percent (100%) of the City’s ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, and one hundred percent (100%) of the County’s ad valorem real property taxes collected and received by the County on the Captured Appraised Value in the Zone.

“Zone” means North Park Reinvestment Zone, City of Lubbock, as depicted on **Exhibit A**, and described on **Exhibit F**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The City has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

Section 311.005(4) of the tax code states an area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

- 4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

2.3 The Zone

The Property within the Zone is described in a Petition submitted to the City by the owners of property constituting at least 50% of the appraised value of Property within the Zone according to the 2024 Lubbock Central Appraisal District.

2.4 Preliminary Plan and Hearing

Before the City Council adopts the Creation Ordinance, the City Council must prepare a Preliminary Plan in accordance with the Act and hold a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the Zone, the boundaries of the

Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone project and finance plan is satisfied by this Preliminary Plan, the purpose of which is to describe, in general terms, the development of the Zone, and the economic incentive that would be undertaken by the Zone. A description of the uses of the Property is located in **Exhibit E**, and confirmed by the adoption of this Final Plan.

2.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council shall consider the Creation Ordinance and the following findings:

- 1) that a Petition has been submitted to the City by the owners of property constituting at least 50% of the appraised value of Property within the Zone,
- 2) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and
- 3) that the Zone meets the requirements of Section 311.005 of the Act.

Among other provisions required by the Act, the Creation Ordinance shall appoint the Board.

2.6 Board Recommendations

After the creation of the Zone, the Board shall review the Final Plan and recommends its approval to the City Council pursuant to which the City shall contribute the TIF Increment Receipts into the TIF Fund to pay a portion of the Project Costs benefiting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is currently zoned as per **Exhibit ____ (attach zoning map)**. It is intended to be developed with mixed uses. The Property is partially developed, and is lacking public improvements that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property in the City include a mixed-use project, as shown on **Exhibit F**.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and shall be subject to the City's zoning regulations. The Property is currently zoned as shown on **Exhibit __** **(attach zoning map)**. The City has exclusive jurisdiction over the Property, design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons will be displaced and in need of relocation due to the creation of the Zone or implementation of the Final Plan.

SECTION 6: NON-PROJECT COSTS

Non-Project Costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by private funds. The list of Non-Project Costs is shown on Exhibit B and are estimated to be approximately \$104,374,139.

SECTION 7: PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

7.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit G**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 8: PROJECT COSTS

8.1 Project Costs

The total costs, including Public Improvements, Administrative Costs, and financing and interest expenses are estimated to be \$3,621,900, as shown on **Exhibit C**. It is anticipated that additional

Public Improvements may be constructed in the future and the City Council may amend the Final Plan to include those additional Public Improvements and their costs.

8.2 Estimated Administrative Costs

The Administrative Costs will be calculated each year by the City of Lubbock. The Administrative Costs shall be paid each year from the TIF Fund before any other Project Costs are paid.

8.3 Maintenance Costs

The Final Plan shall allow provide for maintenance costs to be paid by the City TIF Increment Receipts.

8.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the costs for constructing the Public Improvements will be incurred between 2024 and 2025, as shown on **Exhibit D**.

SECTION 9: FEASIBILITY STUDY

The Feasibility Study focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study attached as **Exhibit E**, during the term of the Zone, new development is estimated to generate approximately \$48,077,342 in total new real property tax revenue for the City, and approximately \$40,761,470 in total new real property tax revenue for the County.

One hundred percent (100%) of all taxing revenues generated for taxing entities, other than the City and the County, by the new development within the Zone will be retained by the respective taxing entities. Based on the development and revenue projections, the feasibility of the Zone has been demonstrated.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments pursuant to the Act is contemplated.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base is estimated to be \$88,709,973 and shall be confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the Captured Appraised Value of the Zone.

11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$610,581,201 as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate the TIF Increment Receipts pursuant to the Final Plan.

SECTION 12: METHOD OF FINANCING

12.1 TIF Fund Contributions

The Final Plan shall obligate the City to deposit the City TIF Increment into the TIF Fund beginning in 2025. The Final Plan shall also allow the City to use TIF Increment Receipts for maintenance.

The Interlocal Agreement shall obligate the County to deposit the County TIF Increment into the County Project Subaccount of the TIF Fund beginning in 2025.

The funds deposited into the City Project Subaccount and the County Project Subaccount of the TIF Fund shall be prioritized and allocated as follows:

1. For the reasonable Administrative Costs of the Zone, estimated to not exceed \$10,000 per year as shown in **Exhibit E**; then
2. For reasonable maintenance costs; then
3. For the payment to the Developer of actual costs of the Project Costs; then
4. Any excess revenue may be used in any other matter as authorized by the City and allowed pursuant to the Act; then
5. After all eligible Project Costs have been paid, any excess County Project Subaccount of the TIF Fund revenue shall be returned annually to the General Fund of the County.

The City may amend the Final Plan in compliance with the TIF Agreement, including but not limited to what is considered a Project Cost.

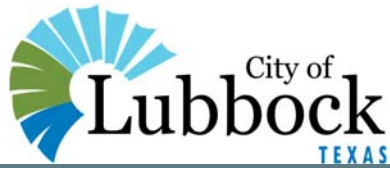
SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone shall commence upon the execution of the Creation Ordinance and shall continue until December 31, 2054, with the last payment being due by January 31, 2055, unless otherwise terminated in accordance with the Creation Ordinance.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2054, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. Nothing in this Section is intended to prevent the City from extending the term of the Zone in accordance with the Act.



LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Legal Description of the Zone
Exhibit G	Map of the Public Improvements

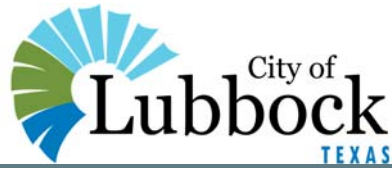


EXHIBIT A – MAP OF THE ZONE

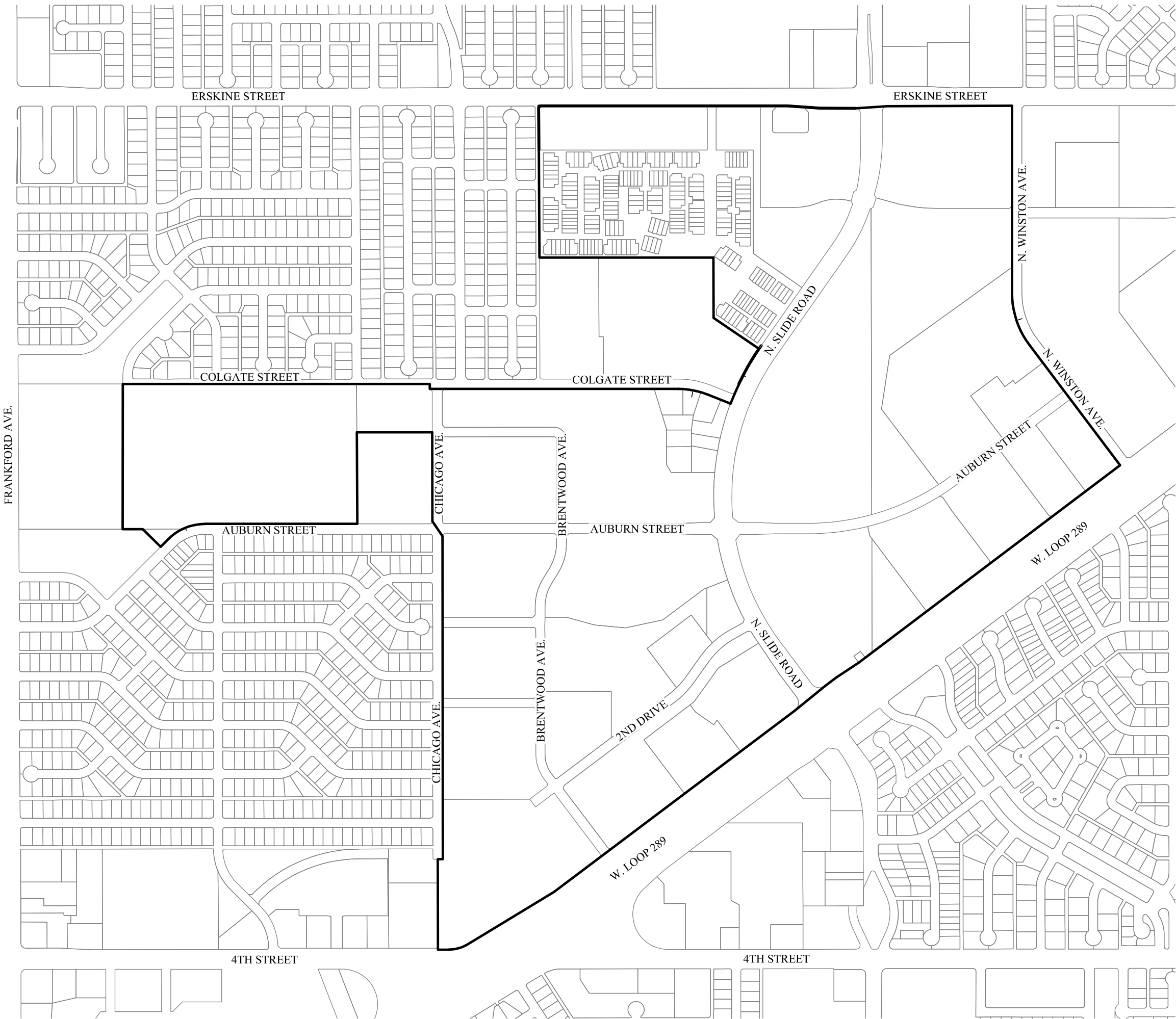
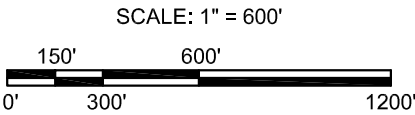


EXHIBIT OF
NORTH PARK TIF PARCEL,



NOTES:

HEAVY LINES INDICATE LIMITS OF PARCEL.

THIS DRAWING IS FOR LOCATION PURPOSES ONLY.

NO PORTION OF THIS DRAWING REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND.

STREETS NAMES DERIVED FROM LUBBOCK COUNTY APPRAISAL DISTRICT'S PARCEL VIEWER MAP (GIS.BISCLIENT.COM/LUBBOCKCAD).

LINEWORK DERIVED FROM CITY OF LUBBOCK GIS SHAPE FILE (CI.LUBBOCK.TX.US/DEPARTMENTS/GIS-DATA-SERVICES/PUBLIC-DATA).

SHEET 1 OF 4
DESCRIPTION ATTACHED AS SHEETS 2-4 OF 4



AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

CIVIL ENGINEERING
LAND SURVEYING

Phone: 806-771-5976
Fax: 806-771-7625
TBPELS Reg. # 10178500

Accuracy - Efficiency - Integrity

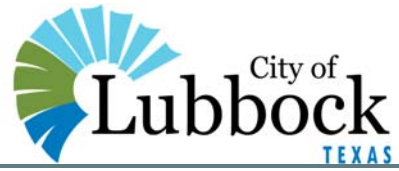


EXHIBIT B – NON-PROJECT COSTS

Description	Units/ Sq.Ft. ^[a]	Non-Project Costs ^[b]	
		per Unit/ Sq.Ft.	Total
Lot Type:			
Comm/Retail 1	491,000	\$ 49.70	\$ 24,404,255.75
Comm/Retail 2	175,000	\$ 38.12	\$ 6,671,101.44
Office	25,000	\$ 36.47	\$ 911,694.72
Professional Medical	290,000	\$ 36.63	\$ 10,622,912.64
Multi-Family	668	\$ 38,581.83	\$ 25,772,663.68
Comm/Retail 3	165,000	\$ 42.95	\$ 7,087,072.26
For Sale SFD	50	\$ 10,232.00	\$ 511,600.00
Rental TH	240	\$ 42,551.36	\$ 10,212,326.40
Rental TH 2	195	\$ 45,843.57	\$ 8,939,495.95
Student Housing	234	\$ 39,491.52	\$ 9,241,015.68
Total			\$ 104,374,138.52

Footnotes:

[a] Represent preliminary 2024 estimates provided by the developer. Actual amounts subject to change.

[b] Represent estimated direct lot costs not associated with the Project costs.

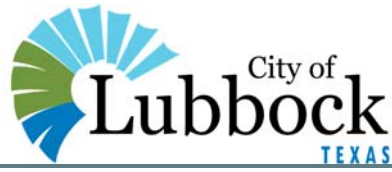


EXHIBIT C – PROJECT COSTS

Description	Total Costs ^[a]
A. Playa Lake Park	
Park / Landscaping / Pond	\$ 1,482,113.12
Sculptures	\$ 1,717,886.88
Subtotal	\$ 3,021,900.00
Soft Costs & Construction Mgt	\$ 300,000.00
Contingency (10.0%)	\$ 300,000.00
Total Project Costs	\$ 3,621,900.00

Footnotes:

[a] Represent estimates only and are subject to change. Costs may be increased or decreased.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS

TIF Year	Year	Total Project Costs ^[a]	
		Annual ^[b]	Cumulative
0	Base Year		[1]
1	2025	\$ 1,810,950.00	\$ 1,810,950.00
2	2026	\$ 1,810,950.00	\$ 3,621,900.00
3	2027		\$ 3,621,900.00
4	2028		\$ 3,621,900.00
5	2029		\$ 3,621,900.00
	Total	\$ 3,621,900.00	

Footnotes:

[a] Does not include administrative costs or financing and interest costs, which shall be incurred annually.

[b] For illustrative purposes only. Subject to change.

EXHIBIT E – FEASIBILITY STUDY

Land Use Category		Comm/Retail 1			Comm/Retail 2			Office			Professional Medical		
		Avg.			Avg.			Avg.			Avg.		
		Bldg	Value		Bldg	Value		Bldg	Value		Bldg	Value	
		Sq.Ft. ^[a]	per Metric ^[b]	Value	Sq.Ft. ^[a]	per Metric ^[b]	Value	Sq.Ft. ^[a]	per Metric ^[b]	Value	Sq.Ft. ^[a]	per Metric ^[b]	Value
0	Base Year	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
1	2025	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
2	2026	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
3	2027	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
4	2028	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
5	2029	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
6	2030	34,000	\$ 248.52	\$ 8,449,680.00	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	10,000	\$ 183.15	\$ 1,831,500.00
7	2031	34,000	\$ 248.52	\$ 8,449,680.00	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	10,000	\$ 183.15	\$ 1,831,500.00
8	2032	34,000	\$ 248.52	\$ 8,449,680.00	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	10,000	\$ 183.15	\$ 1,831,500.00
9	2033	34,000	\$ 248.52	\$ 8,449,680.00	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	10,000	\$ 183.15	\$ 1,831,500.00
10	2034	34,000	\$ 248.52	\$ 8,449,680.00	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	10,000	\$ 183.15	\$ 1,831,500.00
11	2035	39,200	\$ 248.52	\$ 9,741,984.00	10,000	\$ 190.60	\$ 1,906,000.00	-	\$ 182.34	\$ -	30,000	\$ 183.15	\$ 5,494,500.00
12	2036	39,200	\$ 248.52	\$ 9,741,984.00	10,000	\$ 190.60	\$ 1,906,000.00	-	\$ 182.34	\$ -	30,000	\$ 183.15	\$ 5,494,500.00
13	2037	39,200	\$ 248.52	\$ 9,741,984.00	10,000	\$ 190.60	\$ 1,906,000.00	-	\$ 182.34	\$ -	30,000	\$ 183.15	\$ 5,494,500.00
14	2038	39,200	\$ 248.52	\$ 9,741,984.00	10,000	\$ 190.60	\$ 1,906,000.00	-	\$ 182.34	\$ -	30,000	\$ 183.15	\$ 5,494,500.00
15	2039	39,200	\$ 248.52	\$ 9,741,984.00	10,000	\$ 190.60	\$ 1,906,000.00	-	\$ 182.34	\$ -	30,000	\$ 183.15	\$ 5,494,500.00
16	2040	25,000	\$ 248.52	\$ 6,213,000.00	25,000	\$ 190.60	\$ 4,765,000.00	5,000	\$ 182.34	\$ 911,700.00	18,000	\$ 183.15	\$ 3,296,700.00
17	2041	25,000	\$ 248.52	\$ 6,213,000.00	25,000	\$ 190.60	\$ 4,765,000.00	5,000	\$ 182.34	\$ 911,700.00	18,000	\$ 183.15	\$ 3,296,700.00
18	2042	25,000	\$ 248.52	\$ 6,213,000.00	25,000	\$ 190.60	\$ 4,765,000.00	5,000	\$ 182.34	\$ 911,700.00	18,000	\$ 183.15	\$ 3,296,700.00
19	2043	25,000	\$ 248.52	\$ 6,213,000.00	25,000	\$ 190.60	\$ 4,765,000.00	5,000	\$ 182.34	\$ 911,700.00	18,000	\$ 183.15	\$ 3,296,700.00
20	2044	25,000	\$ 248.52	\$ 6,213,000.00	25,000	\$ 190.60	\$ 4,765,000.00	5,000	\$ 182.34	\$ 911,700.00	18,000	\$ 183.15	\$ 3,296,700.00
21	2045	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
22	2046	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
23	2047	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
24	2048	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
25	2049	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
26	2050	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
27	2051	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
28	2052	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
29	2053	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
30	2054	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
31	2055	-	\$ 248.52	\$ -	-	\$ 190.60	\$ -	-	\$ 182.34	\$ -	-	\$ 183.15	\$ -
Total		491,000		\$122,023,320.00	175,000		\$ 33,355,000.00	25,000		\$ 4,558,500.00	290,000		\$ 53,113,500.00

Footnotes:

[a] Estimated absorption per developer. For illustration purposes only and is subject to change.

[b] Represents the weighted average value per metric by land use type. Assumes 0.0% annual inflation.

[c] Represents the estimated TIF term. Subject to change pending discussion with City.

Land Use Category		Multi-Family			Comm/Retail 3			For Sale SFD			Rental TH		
		Avg.			Avg.			Avg.			Avg.		
		Value			Value			Value			Value		
TIF	Year ^[c]	No. of Units ^[a]	per Metric ^[b]	Value	Bldg Sq.Ft. ^[a]	per Metric ^[b]	Value	No. of Units ^[a]	per Metric ^[b]	Value	No. of Units ^[a]	per Metric ^[b]	Value
0	Base Year	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
1	2025	68	\$ 192,909.16	\$ 13,117,822.88	-	\$ 214.76	\$ -	10	\$ 51,160.00	\$ 511,600.00	48	\$ 212,756.80	\$10,212,326.40
2	2026	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	10	\$ 51,160.00	\$ 511,600.00	48	\$ 212,756.80	\$10,212,326.40
3	2027	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	10	\$ 51,160.00	\$ 511,600.00	48	\$ 212,756.80	\$10,212,326.40
4	2028	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	10	\$ 51,160.00	\$ 511,600.00	48	\$ 212,756.80	\$10,212,326.40
5	2029	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	10	\$ 51,160.00	\$ 511,600.00	48	\$ 212,756.80	\$10,212,326.40
6	2030	60	\$ 192,909.16	\$ 11,574,549.60	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
7	2031	60	\$ 192,909.16	\$ 11,574,549.60	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
8	2032	60	\$ 192,909.16	\$ 11,574,549.60	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
9	2033	60	\$ 192,909.16	\$ 11,574,549.60	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
10	2034	60	\$ 192,909.16	\$ 11,574,549.60	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
11	2035	60	\$ 192,909.16	\$ 11,574,549.60	33,000	\$ 214.76	\$ 7,087,080.00	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
12	2036	60	\$ 192,909.16	\$ 11,574,549.60	33,000	\$ 214.76	\$ 7,087,080.00	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
13	2037	60	\$ 192,909.16	\$ 11,574,549.60	33,000	\$ 214.76	\$ 7,087,080.00	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
14	2038	60	\$ 192,909.16	\$ 11,574,549.60	33,000	\$ 214.76	\$ 7,087,080.00	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
15	2039	60	\$ 192,909.16	\$ 11,574,549.60	33,000	\$ 214.76	\$ 7,087,080.00	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
16	2040	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
17	2041	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
18	2042	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
19	2043	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
20	2044	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
21	2045	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
22	2046	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
23	2047	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
24	2048	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
25	2049	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
26	2050	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
27	2051	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
28	2052	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
29	2053	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
30	2054	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
31	2055	-	\$ 192,909.16	\$ -	-	\$ 214.76	\$ -	-	\$ 51,160.00	\$ -	-	\$ 212,756.80	\$ -
Total		668		\$128,863,318.88	165,000		\$35,435,400.00	50		\$2,558,000.00	240		\$51,061,632.00

Footnotes:

[a] Estimated absorption per developer. For illustration purposes only and is subject to change.

[b] Represents the weighted average value per metric by land use type. Assumes 0.0% annual inflation.

[c] Represents the estimated TIF term. Subject to change pending discussion with City.

Land Use Category		Rental TH 2			Student Housing			Total Value
		Avg. Value			Avg. Value			
		No. of Units ^[a]	per Metric ^[b]	Value	No. of Units ^[a]	per Metric ^[b]	Value	
TIF Year	Year ^[c]							
0	Base Year	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ -
1	2025	39	\$ 229,217.84	\$ 8,939,495.76	234	\$ 197,457.60	\$46,205,078.40	\$ 78,986,323.44
2	2026	39	\$ 229,217.84	\$ 8,939,495.76	-	\$ 197,457.60	\$ -	\$ 19,663,422.16
3	2027	39	\$ 229,217.84	\$ 8,939,495.76	-	\$ 197,457.60	\$ -	\$ 19,663,422.16
4	2028	39	\$ 229,217.84	\$ 8,939,495.76	-	\$ 197,457.60	\$ -	\$ 19,663,422.16
5	2029	39	\$ 229,217.84	\$ 8,939,495.76	-	\$ 197,457.60	\$ -	\$ 19,663,422.16
6	2030	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 21,855,729.60
7	2031	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 21,855,729.60
8	2032	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 21,855,729.60
9	2033	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 21,855,729.60
10	2034	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 21,855,729.60
11	2035	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 35,804,113.60
12	2036	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 35,804,113.60
13	2037	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 35,804,113.60
14	2038	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 35,804,113.60
15	2039	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 35,804,113.60
16	2040	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 15,186,400.00
17	2041	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 15,186,400.00
18	2042	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 15,186,400.00
19	2043	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 15,186,400.00
20	2044	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ 15,186,400.00
21	2045	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ -
22	2046	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ -
23	2047	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ -
24	2048	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ -
25	2049	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ -
26	2050	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ -
27	2051	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ -
28	2052	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ -
29	2053	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ -
30	2054	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ -
31	2055	-	\$ 229,217.84	\$ -	-	\$ 197,457.60	\$ -	\$ -
Total		195	\$44,697,478.80		234	\$46,205,078.40		\$521,871,228.08

Footnotes:

[a] Estimated absorption per developer. For illustration purposes only and is subject to change.

[b] Represents the weighted average value per metric by land use type. Assumes 0.0% annual inflation.

[c] Represents the estimated TIF term. Subject to change pending discussion with City.

TIF Year[f] Year		I. Incremental Value					
		Inflation ^[a]	Taxable Value	Value Additions as of January 1 ^[b]	Total Taxable Value	Less: Existing Base Year Value ^[c]	Incremental Value
0	Base Year	0.0%	\$ -	\$ -	\$ 88,709,973.00	\$ (88,709,973.00)	\$ -
1	2025	0.0%	88,709,973.00	-	88,709,973.00	(88,709,973.00)	-
2	2026	0.0%	88,709,973.00	78,986,323.44	167,696,296.44	(88,709,973.00)	78,986,323.44
3	2027	0.0%	167,696,296.44	19,663,422.16	187,359,718.60	(88,709,973.00)	98,649,745.60
4	2028	0.0%	187,359,718.60	19,663,422.16	207,023,140.76	(88,709,973.00)	118,313,167.76
5	2029	0.0%	207,023,140.76	19,663,422.16	226,686,562.92	(88,709,973.00)	137,976,589.92
6	2030	0.0%	226,686,562.92	19,663,422.16	246,349,985.08	(88,709,973.00)	157,640,012.08
7	2031	0.0%	246,349,985.08	21,855,729.60	268,205,714.68	(88,709,973.00)	179,495,741.68
8	2032	0.0%	268,205,714.68	21,855,729.60	290,061,444.28	(88,709,973.00)	201,351,471.28
9	2033	0.0%	290,061,444.28	21,855,729.60	311,917,173.88	(88,709,973.00)	223,207,200.88
10	2034	0.0%	311,917,173.88	21,855,729.60	333,772,903.48	(88,709,973.00)	245,062,930.48
11	2035	0.0%	333,772,903.48	21,855,729.60	355,628,633.08	(88,709,973.00)	266,918,660.08
12	2036	0.0%	355,628,633.08	35,804,113.60	391,432,746.68	(88,709,973.00)	302,722,773.68
13	2037	0.0%	391,432,746.68	35,804,113.60	427,236,860.28	(88,709,973.00)	338,526,887.28
14	2038	0.0%	427,236,860.28	35,804,113.60	463,040,973.88	(88,709,973.00)	374,331,000.88
15	2039	0.0%	463,040,973.88	35,804,113.60	498,845,087.48	(88,709,973.00)	410,135,114.48
16	2040	0.0%	498,845,087.48	35,804,113.60	534,649,201.08	(88,709,973.00)	445,939,228.08
17	2041	0.0%	534,649,201.08	15,186,400.00	549,835,601.08	(88,709,973.00)	461,125,628.08
18	2042	0.0%	549,835,601.08	15,186,400.00	565,022,001.08	(88,709,973.00)	476,312,028.08
19	2043	0.0%	565,022,001.08	15,186,400.00	580,208,401.08	(88,709,973.00)	491,498,428.08
20	2044	0.0%	580,208,401.08	15,186,400.00	595,394,801.08	(88,709,973.00)	506,684,828.08
21	2045	0.0%	595,394,801.08	15,186,400.00	610,581,201.08	(88,709,973.00)	521,871,228.08
22	2046	0.0%	610,581,201.08	-	610,581,201.08	(88,709,973.00)	521,871,228.08
23	2047	0.0%	610,581,201.08	-	610,581,201.08	(88,709,973.00)	521,871,228.08
24	2048	0.0%	610,581,201.08	-	610,581,201.08	(88,709,973.00)	521,871,228.08
25	2049	0.0%	610,581,201.08	-	610,581,201.08	(88,709,973.00)	521,871,228.08
26	2050	0.0%	610,581,201.08	-	610,581,201.08	(88,709,973.00)	521,871,228.08
27	2051	0.0%	610,581,201.08	-	610,581,201.08	(88,709,973.00)	521,871,228.08
28	2052	0.0%	610,581,201.08	-	610,581,201.08	(88,709,973.00)	521,871,228.08
29	2053	0.0%	610,581,201.08	-	610,581,201.08	(88,709,973.00)	521,871,228.08
30	2054	0.0%	610,581,201.08	-	610,581,201.08	(88,709,973.00)	521,871,228.08
31	2055	0.0%	-	-	-	-	-
Total			\$ 610,581,201.08	\$ 521,871,228.08	\$ 610,581,201.08		\$ 521,871,228.08

Footnotes:

[a] Estimate for illustration purposes only.

[b] Assumes value additions are reflected on tax rolls the year following construction.

[c] Represents the property's 2024 taxable value per LCAD and developer.

[d] Represents 2023 property tax rates.

[e] Estimate only. Funds also available for maintenance costs. Actual amount to be approved by City.

TIF Year[f] Year		Incremental Value	II. City Tax Increment Revenue			III. County Tax Increment Revenue			
			City Ad Valorem	Revenues	Revenues to TIF	County Ad Valorem	Revenues	Revenues	Total
			Revenues	to City	Project Costs	Revenues	to County	to TIF	TIF Project Cost
			(\$0.4802)[d]	(0%)[e]	(100%)[e]	(\$0.3475)[d]	(0%)[e]	(100%)[g]	Contribution
0	Base Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	2025	-	-	-	-	-	-	-	-
2	2026	78,986,323.44	379,263.89	-	379,263.89	274,483.00	-	274,483.00	653,746.89
3	2027	98,649,745.60	473,680.56	-	473,680.56	342,814.77	-	342,814.77	816,495.34
4	2028	118,313,167.76	568,097.24	-	568,097.24	411,146.54	-	411,146.54	979,243.78
5	2029	137,976,589.92	662,513.91	-	662,513.91	479,478.31	-	479,478.31	1,141,992.22
6	2030	157,640,012.08	756,930.59	-	756,930.59	547,810.08	-	547,810.08	1,304,740.66
7	2031	179,495,741.68	861,873.93	-	861,873.93	623,760.27	-	623,760.27	1,485,634.20
8	2032	201,351,471.28	966,817.28	-	966,817.28	699,710.46	-	699,710.46	1,666,527.74
9	2033	223,207,200.88	1,071,760.62	-	1,071,760.62	775,660.65	-	775,660.65	1,847,421.27
10	2034	245,062,930.48	1,176,703.97	-	1,176,703.97	851,610.84	-	851,610.84	2,028,314.81
11	2035	266,918,660.08	1,281,647.31	-	1,281,647.31	927,561.03	-	927,561.03	2,209,208.34
12	2036	302,722,773.68	1,453,565.78	-	1,453,565.78	1,051,982.83	-	1,051,982.83	2,505,548.61
13	2037	338,526,887.28	1,625,484.24	-	1,625,484.24	1,176,404.63	-	1,176,404.63	2,801,888.87
14	2038	374,331,000.88	1,797,402.71	-	1,797,402.71	1,300,826.43	-	1,300,826.43	3,098,229.14
15	2039	410,135,114.48	1,969,321.17	-	1,969,321.17	1,425,248.23	-	1,425,248.23	3,394,569.40
16	2040	445,939,228.08	2,141,239.64	-	2,141,239.64	1,549,670.03	-	1,549,670.03	3,690,909.67
17	2041	461,125,628.08	2,214,159.26	-	2,214,159.26	1,602,443.84	-	1,602,443.84	3,816,603.10
18	2042	476,312,028.08	2,287,078.89	-	2,287,078.89	1,655,217.64	-	1,655,217.64	3,942,296.53
19	2043	491,498,428.08	2,359,998.51	-	2,359,998.51	1,707,991.44	-	1,707,991.44	4,067,989.95
20	2044	506,684,828.08	2,432,918.14	-	2,432,918.14	1,760,765.25	-	1,760,765.25	4,193,683.38
21	2045	521,871,228.08	2,505,837.76	-	2,505,837.76	1,813,539.05	-	1,813,539.05	4,319,376.81
22	2046	521,871,228.08	2,505,837.76	-	2,505,837.76	1,813,539.05	-	1,813,539.05	4,319,376.81
23	2047	521,871,228.08	2,505,837.76	-	2,505,837.76	1,813,539.05	-	1,813,539.05	4,319,376.81
24	2048	521,871,228.08	2,505,837.76	-	2,505,837.76	1,813,539.05	-	1,813,539.05	4,319,376.81
25	2049	521,871,228.08	2,505,837.76	-	2,505,837.76	1,813,539.05	-	1,813,539.05	4,319,376.81
26	2050	521,871,228.08	1,813,539.05	-	1,813,539.05	2,505,837.76	-	2,505,837.76	4,319,376.81
27	2051	521,871,228.08	1,813,539.05	-	1,813,539.05	2,505,837.76	-	2,505,837.76	4,319,376.81
28	2052	521,871,228.08	1,813,539.05	-	1,813,539.05	2,505,837.76	-	2,505,837.76	4,319,376.81
29	2053	521,871,228.08	1,813,539.05	-	1,813,539.05	2,505,837.76	-	2,505,837.76	4,319,376.81
30	2054	521,871,228.08	1,813,539.05	-	1,813,539.05	2,505,837.76	-	2,505,837.76	4,319,376.81
31	2055	-	-	-	-	-	-	-	-
Total		\$ 521,871,228.08	\$ 48,077,341.71	\$ -	\$ 48,077,341.71	\$ 40,761,470.32	\$ -	\$ 40,761,470.32	\$ 88,838,812.03

[f] Assumes a TIF term of 30 years. Assumes tax increment is collected and available the year after it is reflected on the tax rolls, with final collections in year 31. Subject to negotiation with City.

[g] Estimate per prior City approved tax increment zones.

[h] Assumes eligible costs, including interest, and maintenance available to be reimbursed with TIF revenues.

[i] Estimate only. Actual amount and timing subject to change.

TIF Year[f] Year		IV. TIF Contribution Available for Project Costs			V. Developer Project Cost Reimbursement				VI. Remaining TIF Allocation		
		Total Contribution Available [f]	TIF Administrative Costs [g]	Remaining for Project Costs [h]	Project Costs Incurred [i]	Add: Interest Accrued @ 7.50% [j]	Less: TIF Reimbursement	Outstanding Reimbursable Balance	Total Remaining TIF	Remaining TIF to City [k]	Remaining TIF to County
0	Base Year	\$ -	\$ -	\$ -	\$ 2,173,140.00			\$ 2,173,140.00	\$ -		
1	2025	-	-	-	1,448,760.00	162,985.50	-	3,784,885.50	-	-	-
2	2026	-	-	-	-	283,866.41	-	4,068,751.91	-	-	-
3	2027	653,746.89	(40,000.00)	613,746.89	-	305,156.39	613,746.89	3,760,161.41	-	-	-
4	2028	816,495.34	(10,000.00)	806,495.34	-	282,012.11	806,495.34	3,235,678.18	-	-	-
5	2029	979,243.78	(10,000.00)	969,243.78	-	242,675.86	969,243.78	2,509,110.27	-	-	-
6	2030	1,141,992.22	(10,000.00)	1,131,992.22	-	188,183.27	1,131,992.22	1,565,301.32	-	-	-
7	2031	1,304,740.66	(10,000.00)	1,294,740.66	-	117,397.60	1,294,740.66	387,958.25	-	-	-
8	2032	1,485,634.20	(10,000.00)	1,475,634.20	-	29,096.87	417,055.12	-	1,058,579.08	614,122.72	444,456.36
9	2033	1,666,527.74	(10,000.00)	1,656,527.74	-	-	-	-	1,656,527.74	961,015.89	695,511.84
10	2034	1,847,421.27	(10,000.00)	1,837,421.27	-	-	-	-	1,837,421.27	1,065,959.24	771,462.03
11	2035	2,028,314.81	(10,000.00)	2,018,314.81	-	-	-	-	2,018,314.81	1,170,902.58	847,412.23
12	2036	2,209,208.34	(10,000.00)	2,199,208.34	-	-	-	-	2,199,208.34	1,275,845.93	923,362.42
13	2037	2,505,548.61	(10,000.00)	2,495,548.61	-	-	-	-	2,495,548.61	1,447,764.39	1,047,784.22
14	2038	2,801,888.87	(10,000.00)	2,791,888.87	-	-	-	-	2,791,888.87	1,619,682.86	1,172,206.02
15	2039	3,098,229.14	(10,000.00)	3,088,229.14	-	-	-	-	3,088,229.14	1,791,601.32	1,296,627.82
16	2040	3,394,569.40	(10,000.00)	3,384,569.40	-	-	-	-	3,384,569.40	1,963,519.78	1,421,049.62
17	2041	3,690,909.67	(10,000.00)	3,680,909.67	-	-	-	-	3,680,909.67	2,135,438.25	1,545,471.42
18	2042	3,816,603.10	(10,000.00)	3,806,603.10	-	-	-	-	3,806,603.10	2,208,357.87	1,598,245.22
19	2043	3,942,296.53	(10,000.00)	3,932,296.53	-	-	-	-	3,932,296.53	2,281,277.50	1,651,019.03
20	2044	4,067,989.95	(10,000.00)	4,057,989.95	-	-	-	-	4,057,989.95	2,354,197.12	1,703,792.83
21	2045	4,193,683.38	(10,000.00)	4,183,683.38	-	-	-	-	4,183,683.38	2,427,116.75	1,756,566.63
22	2046	4,319,376.81	(10,000.00)	4,309,376.81	-	-	-	-	4,309,376.81	2,500,036.38	1,809,340.44
23	2047	4,319,376.81	(10,000.00)	4,309,376.81	-	-	-	-	4,309,376.81	2,500,036.38	1,809,340.44
24	2048	4,319,376.81	(10,000.00)	4,309,376.81	-	-	-	-	4,309,376.81	2,500,036.38	1,809,340.44
25	2049	4,319,376.81	(10,000.00)	4,309,376.81	-	-	-	-	4,309,376.81	2,500,036.38	1,809,340.44
26	2050	4,319,376.81	(10,000.00)	4,309,376.81	-	-	-	-	4,309,376.81	2,500,036.38	1,809,340.44
27	2051	4,319,376.81	(10,000.00)	4,309,376.81	-	-	-	-	4,309,376.81	1,809,340.44	2,500,036.38
28	2052	4,319,376.81	(10,000.00)	4,309,376.81	-	-	-	-	4,309,376.81	1,809,340.44	2,500,036.38
29	2053	4,319,376.81	(10,000.00)	4,309,376.81	-	-	-	-	4,309,376.81	1,809,340.44	2,500,036.38
30	2054	4,319,376.81	(10,000.00)	4,309,376.81	-	-	-	-	4,309,376.81	1,809,340.44	2,500,036.38
31	2055	4,319,376.81	(10,000.00)	4,309,376.81	-	-	-	-	4,309,376.81	1,809,340.44	2,500,036.38
Total		\$ 88,838,812.03	\$ (320,000.00)	\$ 88,518,812.03	\$ 3,621,900.00	\$ 1,611,374.01	\$ 5,233,274.01		\$ 83,285,538.01	\$ 44,863,686.27	\$ 38,421,851.75

[j] Assumes a 7.50% interest rate payable on the outstanding balance.
[k] Amounts available, at City's discretion, to fund other costs (e.g. Lopez and Frankford parks).

EXHIBIT F – LEGAL DESCRIPTION OF THE ZONE



**DESCRIPTION FOR A TIF DELINEATION REQUEST IN
SECTION 1, BLOCK JS, E.L. AND R.R. RR. CO. SURVEY, ABSTRACT NO. 281 AND
SECTION 22, BLOCK A, T.T. RR. CO. SURVEY, ABSTRACT NO'S. 1543 AND 1544,
LUBBOCK COUNTY, TEXAS**

(Sheets 2-4 of 4, Exhibit attached as Sheet 1)

Description of a tract of land prepared for TIF Delineation purposes only and being located in Section 1, Block JS, E.L. and R.R. RR. Co. Survey, Abstract No. 281, Lubbock County, Texas and in Section 22, Block A, T.T. RR. Co. Survey, Abstract No. 1543 and 1544, Lubbock County, Texas, said tract being approximately 332.8 acres being further described by metes and bounds as follows:

BEGINNING at a point that bears S. 88° 06' 33" E. approximately 2,032.8 feet and S. 01° 49' 18" W. approximately 55.0 feet from the northwest corner of said Section 1;

THENCE S. 88° 06' 33" E. an approximate distance of 1525.09 feet to a point for a corner of this tract;

THENCE S. 83° 58' 14" E. an approximate distance of 200.23 feet to a point for a corner of this tract;

THENCE S. 88° 01' 40" E. an approximate distance of 216.46 feet to a point for a corner of this tract;

THENCE N. 88° 10' 43" E. an approximate distance of 195.17 feet to a point for a corner of this tract;

THENCE S. 88° 19' 33" E. an approximate distance of 765.26 feet to a point for a corner of this tract;

THENCE S. 01° 54' 10" W. an approximate distance of 1148.28 feet to a point for a corner of this tract;

THENCE southerly along a curve to the left an approximate arc distance of 342.32 feet, said curve having a radius of approximately 530.13 feet, a delta angle of 36° 59' 49", an approximate chord length of 336.40 feet and a chord bearing of S. 16° 36' 02" E. to a point for a corner of this tract;

THENCE S. 35° 05' 56" E. an approximate distance of 922.99 feet to a point for a corner of this tract;

THENCE S. 54° 48' 37" W. an approximate distance of 2007.10 feet to a point for a corner of this tract;

THENCE S. 58° 41' 28" W. an approximate distance of 166.77 feet to a point for a corner of this tract;

THENCE S. 54° 50' 34" W. an approximate distance of 82.80 feet to a point for a corner of this tract;

THENCE S. 52° 47' 46" W. an approximate distance of 242.42 feet to a point for a corner of this tract;



THENCE S. 54° 53' 22" W. an approximate distance of 1847.19 feet to a point for a corner of this tract;

THENCE S. 60° 40' 52" W. an approximate distance of 628.30 feet to a point for a corner of this tract;

THENCE westerly along a curve to the right an approximate arc distance of 110.00 feet, said curve having a radius of approximately 215.00 feet, a delta angle of 29° 18' 46", an approximate chord length of 108.80 feet and a chord bearing of S. 77° 11' 31" W. to a point for a corner of this tract;

THENCE N. 88° 09' 06" W. an approximate distance of 68.70 feet to a point for a corner of this tract;

THENCE N. 01° 50' 54" E. an approximate distance of 554.96 feet to a point for a corner of this tract;

THENCE S. 88° 08' 53" E. an approximate distance of 30.65 feet to a point for a corner of this tract;

THENCE N. 01° 51' 10" E. an approximate distance of 1979.61 feet to a point for a corner of this tract;

THENCE N. 32° 14' 56" W. an approximate distance of 110.85 feet to a point for a corner of this tract;

THENCE N. 01° 50' 54" E. an approximate distance of 545.96 feet to a point for a corner of this tract;

THENCE N. 88° 09' 15" W. an approximate distance of 462.53 feet to a point for a corner of this tract;

THENCE S. 01° 36' 44" W. an approximate distance of 560.76 feet to a point for a corner of this tract;

THENCE N. 88° 08' 15" W. an approximate distance of 933.45 feet to a point for a corner of this tract;

THENCE westerly along a curve to the left an approximate arc distance of 248.53 feet, said curve having a radius of approximately 314.97 feet, a delta angle of 45° 12' 37", an approximate chord length of 242.14 feet and a chord bearing of S. 69° 28' 22" W. to a point for a corner of this tract;

THENCE S. 46° 52' 03" W. an approximate distance of 68.00 feet to a point for a corner of this tract;

THENCE N. 43° 26' 15" W. an approximate distance of 154.07 feet to a point for a corner of this tract;

THENCE N. 88° 07' 43" W. an approximate distance of 123.11 feet to a point for a corner of this tract;



THENCE N. $01^{\circ} 56' 49''$ E. an approximate distance of 889.40 feet to a point for a corner of this tract;

THENCE S. $88^{\circ} 06' 32''$ E. an approximate distance of 1881.74 feet to a point for a corner of this tract;

THENCE S. $01^{\circ} 50' 53''$ W. an approximate distance of 30.00 feet to a point for a corner of this tract;

THENCE S. $88^{\circ} 07' 03''$ E. an approximate distance of 1524.60 feet to a point for a corner of this tract;

THENCE easterly along a curve to the right an approximate arc distance of 178.07 feet, said curve having a radius of approximately 481.94 feet, a delta angle of $21^{\circ} 10' 12''$, an approximate chord length of 177.06 feet and a chord bearing of S. $77^{\circ} 15' 02''$ E. to a point for a corner of this tract;

THENCE S. $66^{\circ} 23' 35''$ E. an approximate distance of 154.54 feet to a point for a corner of this tract;

THENCE northeasterly along a curve to the right an approximate arc distance of 379.38 feet, said curve having a radius of approximately 1635.03 feet, a delta angle of $13^{\circ} 17' 41''$, an approximate chord length of 378.53 feet and a chord bearing of N. $29^{\circ} 25' 26''$ E. to a point for a corner of this tract;

THENCE N. $53^{\circ} 54' 45''$ W. an approximate distance of 336.23 feet to a point for a corner of this tract;

THENCE N. $01^{\circ} 47' 48''$ E. an approximate distance of 370.53 feet to a point for a corner of this tract;

THENCE N. $88^{\circ} 06' 28''$ W. an approximate distance of 1066.68 feet to a point for a corner of this tract;

THENCE N. $01^{\circ} 37' 35''$ E. an approximate distance of 930.12 feet to a point for a corner of this tract;

This description was prepared for purposes of a TIF Delineation request and does not represent a survey made upon the ground.

Prepared for: North Park Development, Inc.
August 23, 2024

230621- North Park TIF Parcel-Desc

EXHIBIT G – MAP OF THE PUBLIC IMPROVEMENTS



AMD ENGINEERING, LLC

**TAX INCREMENT FINANCING
ENGINEER'S REPORT**

Prepared by:



September 23, 2024

TBPE Reg. No. F-9197

TBPELS Reg. No. 10178500

TAX INCREMENT FINANCING ENGINEER'S REPORT

September 23, 2024

Introduction:

Playa Lake Park (working title, the actual name of the park is to be designated by the City of Lubbock) is a proposed public park and lake consisting of landscaping, irrigation, walking trails/sidewalks, a constant level pond with fountain, and a statue of Quanah Parker on approximately 16.03-acres of land. This park is located at the southeast corner of North Slide Road and Auburn Street in the City of Lubbock, Texas. This park development will be constructed in a single phase of construction.

This report includes the supporting documentation for the formation of the Tax Increment Financing (TIF) and the financing of this project by the Petitioner to finance the public infrastructure items listed below that are necessary for the buildout of the park.

The 16.03-acre park is located within the TIF boundary of approximately 332.8 acres. The boundary of the TIF is shown on the attached Appendix 1.

Development Improvements:

- **Demolition:** This includes the demolition and haul-off of the existing concrete drainage flume at the east end of the intersection of North Slide Road and 2nd Drive. This drainage flume consists of reinforced concrete installed with the North Slide Road construction project. This flume will be replaced by rock gabions and landscaping.
- **Sculpture:** This includes the artist's fees and materials for the completion of a bronze statue of Quanah Parker and a large arrow, two separate sculptures. The sculptor is Eddie Dixon.
- **Earthwork:** This includes the cutting of the existing playa lake to reshape the drainage flume area off Slide Road to beautify the area with natural landscaping and reduce erosion. This also includes the earthwork efforts necessary to raise the statue and surrounding area above the 100-year flood elevation while maintaining the playa lake's storm water holding capacity. This item also includes fine grading around the landscaping features.
- **Landscaping and Hardscape:** Improvements include a lined pond with two fountains, large decorative boulders and rocks to mimic the caprock escarpment, concrete

sidewalks, decorative gravel, decorative retaining walls, gabion mattresses and blocks, pedestrian bridges, accessible handrailing, limestone blocks, flagstone pathways (mortared in), pedestrian and decorative lighting, park benches, trash receptacles, decomposed granite hardscaping features, native seeding, sod, irrigation, and various native plantings and trees.

- **Soft Costs:** This includes costs related to designing, constructing, installing, and financing the park. This includes surveying, engineering, landscape architectural design, soils testing, construction management, legal fees, consulting fees, inspection fees, District Formation Costs, and other TIF costs incurred and paid by the Developer.

Development Costs:

An Engineers' Opinion of Probable Cost has been prepared for Playa Lake Park as described above and is included as the Tax Increment Financing Cost Estimate. The Opinion of Probable Cost is based on contractor pricing and AMD Engineering, LLC's reasonable professional judgement and experience and does not constitute a warranty, expressed or implied, that the actual cost will not vary.

Development and Construction Schedule:

- Begin June 2024 – Complete December 2025

APPENDIX 1

TIF BOUNDARY

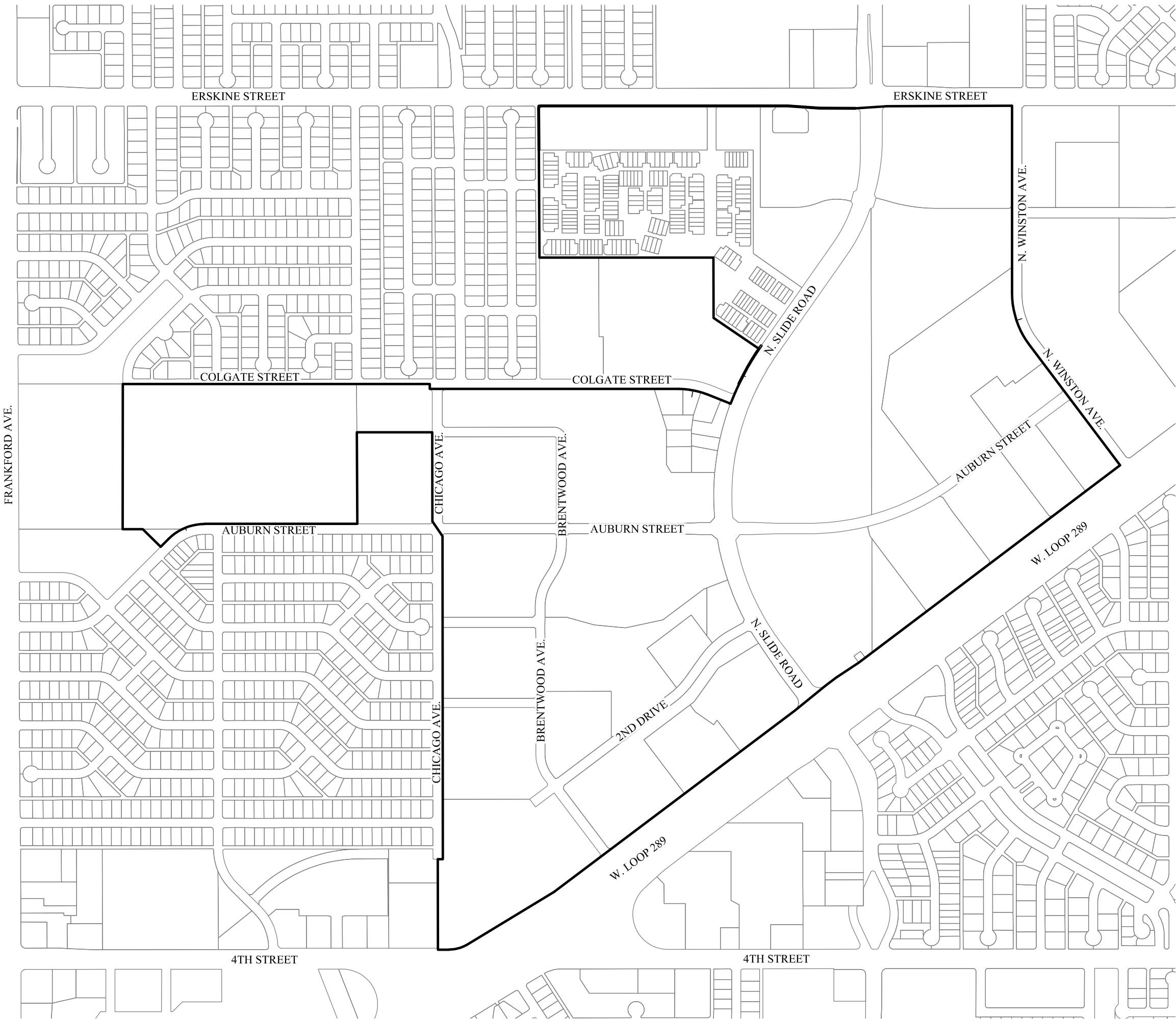
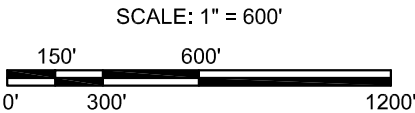


EXHIBIT OF
NORTH PARK TIF PARCEL,



NOTES:

HEAVY LINES INDICATE LIMITS OF PARCEL.

THIS DRAWING IS FOR LOCATION PURPOSES ONLY.

NO PORTION OF THIS DRAWING REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND.

STREETS NAMES DERIVED FROM LUBBOCK COUNTY APPRAISAL DISTRICT'S PARCEL VIEWER MAP ([GIS.BISCLIENT.COM/LUBBOCKCAD](https://gis.bisclient.com/lubbockcad)).

LINEWORK DERIVED FROM CITY OF LUBBOCK GIS SHAPE FILE ([CI.LUBBOCK.TX.US/DEPARTMENTS/GIS-DATA-SERVICES/PUBLIC-DATA](https://ci.lubbock.tx.us/departments/gis-data-services/public-data)).

SHEET 1 OF 4
DESCRIPTION ATTACHED AS SHEETS 2-4 OF 4



AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

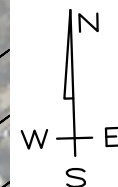
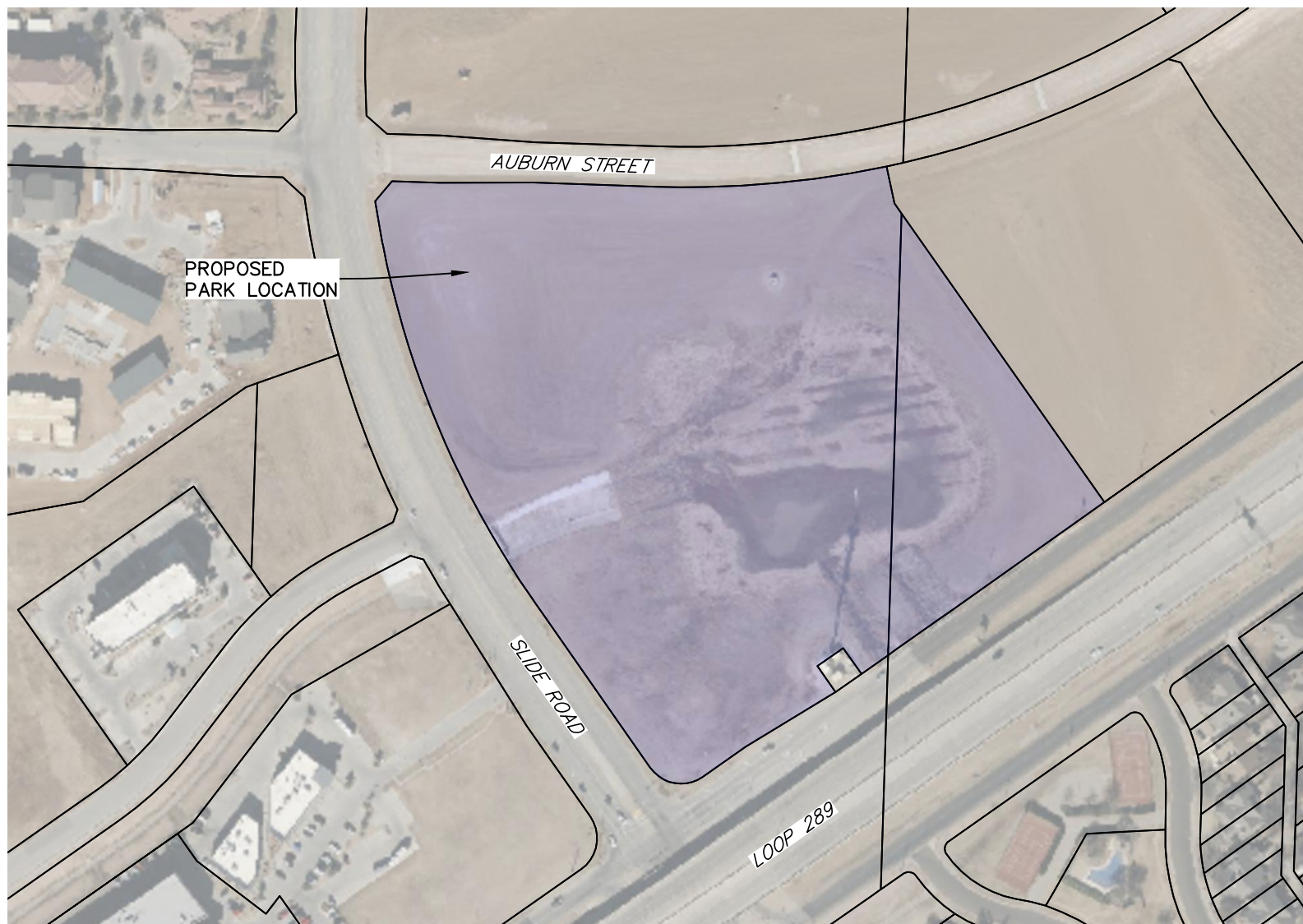
CIVIL ENGINEERING
LAND SURVEYING

Phone: 806-771-5976
Fax: 806-771-7625
TBPELS Reg. # 10178500

Accuracy - Efficiency - Integrity

APPENDIX 2

SITE LOCATION MAP



QUANAH PARKER PARK SITE LOCATION



AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

CIVIL ENGINEERING
LAND PLANNING

Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity

APPENDIX 3

OPINION OF PROBABLE COST

ENGINEERS OPINION OF PROBABLE COST
for
PLAYA LAKE PARK
September 20, 2024

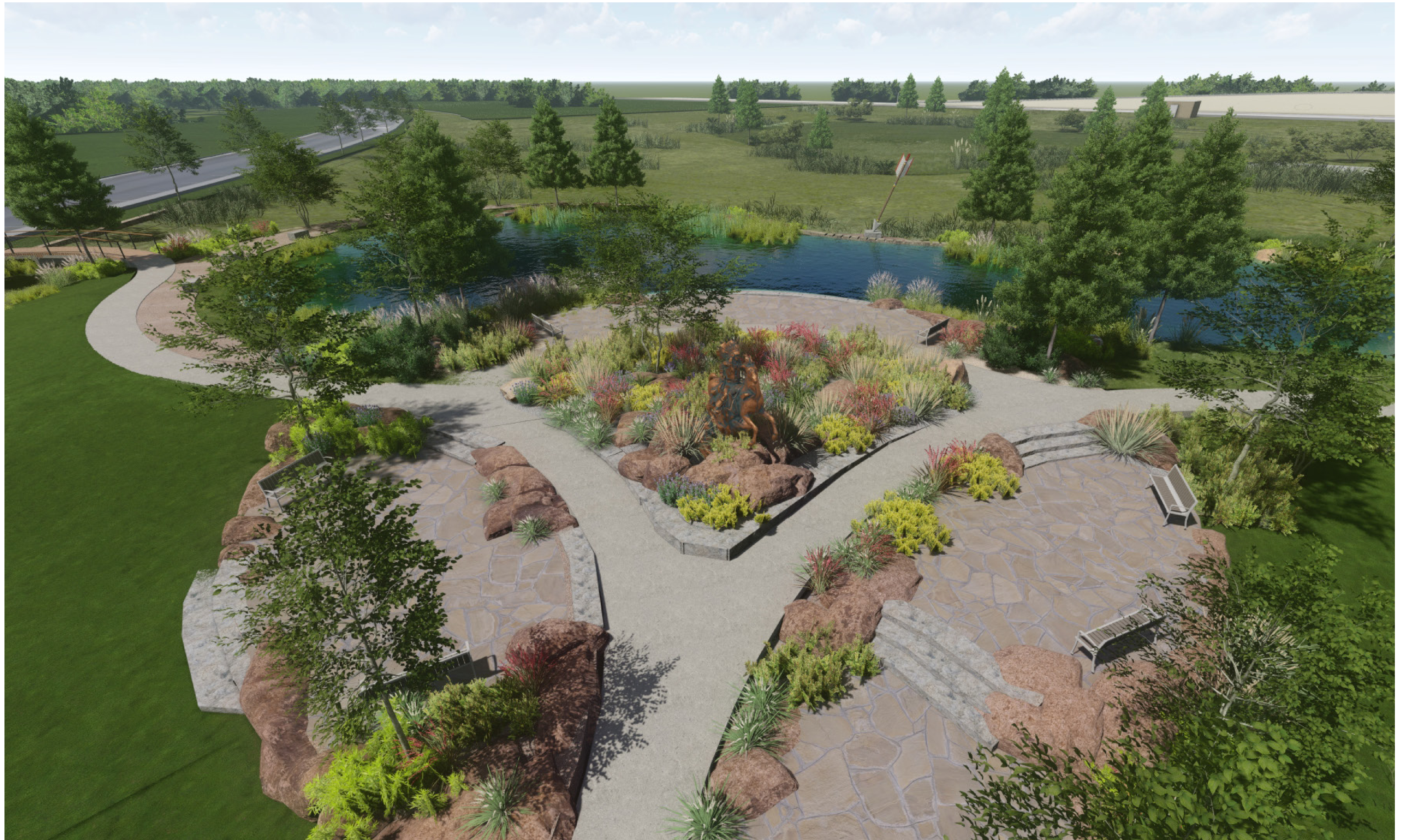
This estimate is preliminary based on schematic designs, historical contractor pricing, landscape architect estimates, and engineer estimates. The quantities and pricing are subject to change based on final scope and bid prices at the time of bidding.

ITEM NO.	DESCRIPTION	ESTIMATED PRICE
1	Site / earthwork / concrete removal and disposal / fine grading, complete and in place:	\$ 765,000.00
2	Gabion mattresses and blocks, including all materials necessary, complete and in place:	\$ 52,000.00
3	Concrete sidewalks and pathways, including all materials necessary, complete and in place:	\$ 168,000.00
4	Decorative retaining walls, pedestrian bridges, and handrail systems, including all materials necessary, complete and in place:	\$ 106,000.00
5	Large landscaping boulders, furnished and installed, complete and in place:	\$ 102,500.00
6	Trees and plantings, as per the landscape plan, furnished and installed, complete and in place:	\$ 98,000.00
7	Irrigation system with controls, complete and in place as per the landscape irrigation plan, plumbed to a well:	\$ 85,000.00
8	Cut limestone 2'x2'x5' blocks, furnished and installed, complete and in place:	\$ 132,000.00
9	Flagstone pathways as per the landscape plan, furnished and installed, complete and in place:	\$ 28,000.00
10	Low voltage lighting package as per the landscape plan, furnished and installed, complete and in place:	\$ 35,000.00
11	Park benches as per the landscape plan, furnished and installed, complete and in place:	\$ 9,000.00
12	Trash receptables, furnished and installed, complete and in place:	\$ 6,200.00
13	Various grades of decomposed granite as per the landscape plan, furnished and installed, complete and in place:	\$ 8,700.00
14	Sod as per the landscape plan, furnished and installed, complete and in place:	\$ 19,000.00
15	Black steel edging as per the landscape plan, furnished and installed, complete and in place:	\$ 5,000.00
16	Native trail seed drill/hydromulch as per the landscape plan, furnished and installed, complete and in place:	\$ 39,000.00
17	Native seed wetland mix drill/hydromulch as per the landscape plan, furnished and installed, complete and in place:	\$ 3,500.00
18	7.5-horse water well, including drilling and all electrical and appurtenances necessary, complete and in place:	\$ 45,000.00
19	Pond liner system, complete and in place:	\$ 75,000.00
20	Decorative water fountains (2), including all materials, pumps, and electrical, complete and in place:	\$ 40,000.00
21	Statue of Quannah Parker and Arrow, including artist fees and concrete foundations, complete and in place:	\$ 1,200,000.00
22	Soft costs and Construction management	\$ 300,000.00
23	Contingency	\$ 300,000.00

PROJECT TOTAL \$ 3,621,900.00

APPENDIX 4

PARK RENDERING - STATUE



PLAYA LAKE PARK

JANUARY 10, 2024

VIEW 03



APPENDIX 5

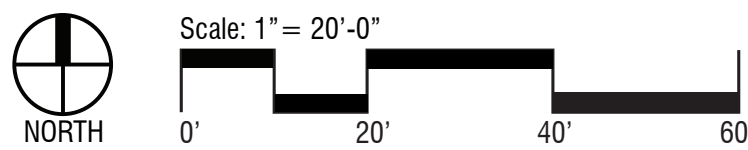
PARK RENDERING – LANDSCAPE/HARDSCAPE



PLAYA LAKE PARK

JANUARY 10, 2024

SITE PLAN ENLARGEMENT

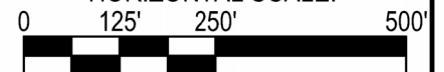


APPENDIX 6

EARTHWORK LIMITS



HORIZONTAL SCALE:



QUANAH PARKER PARK EARTHWORK LIMITS



AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

CIVIL ENGINEERING
LAND PLANNING

Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity

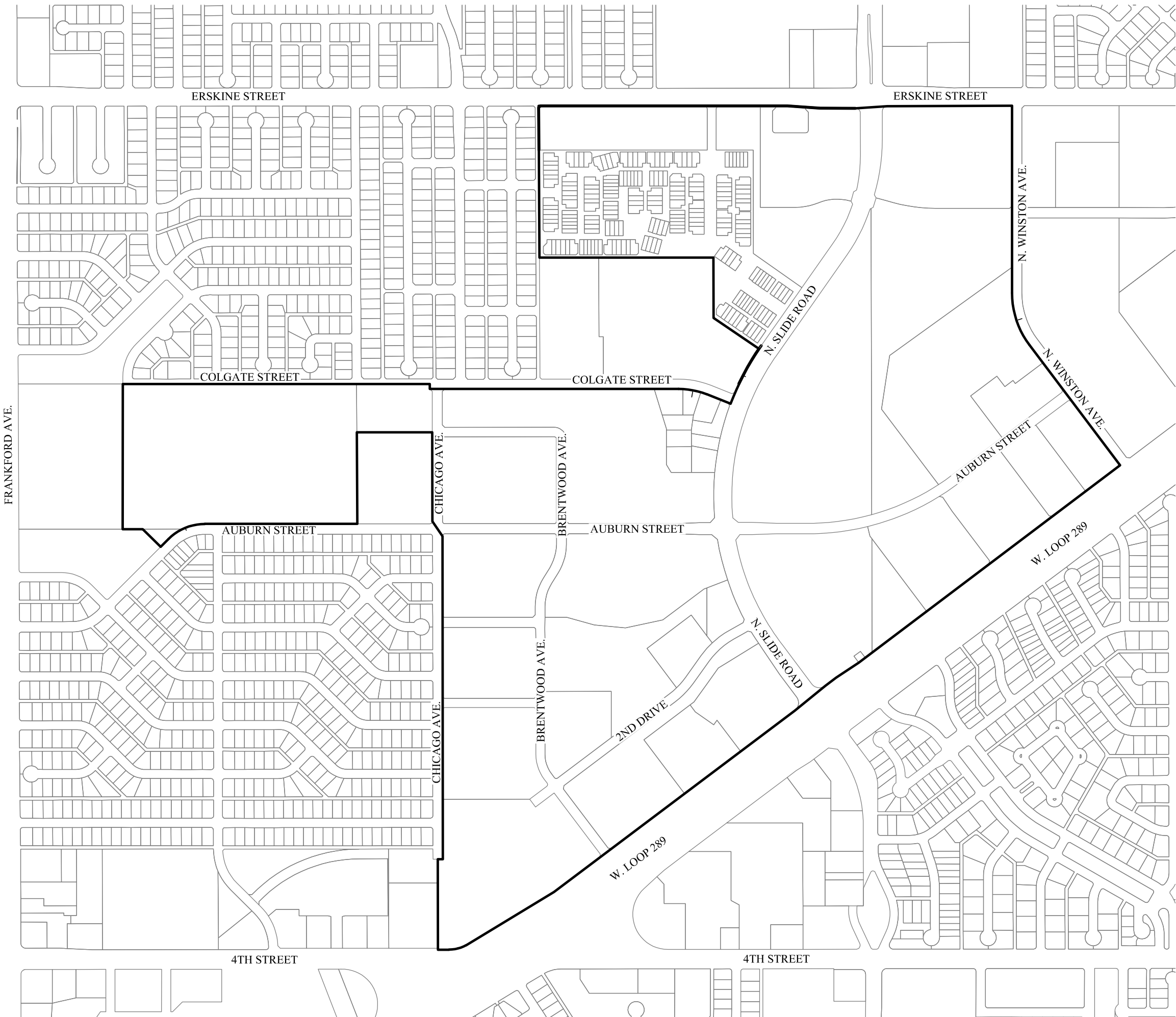
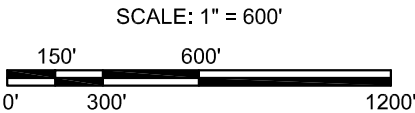


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SHEET 1 OF 4
DESCRIPTION ATTACHED AS SHEETS 2-4 OF 4



AMD Engineering, LLC
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**DESCRIPTION FOR A TIF DELINEATION REQUEST IN
SECTION 1, BLOCK JS, E.L. AND R.R. RR. CO. SURVEY, ABSTRACT NO. 281 AND
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LUBBOCK COUNTY, TEXAS**

(Sheets 2-4 of 4, Exhibit attached as Sheet 1)

Description of a tract of land prepared for TIF Delineation purposes only and being located in Section 1, Block JS, E.L. and R.R. RR. Co. Survey, Abstract No. 281, Lubbock County, Texas and in Section 22, Block A, T.T. RR. Co. Survey, Abstract No. 1543 and 1544, Lubbock County, Texas, said tract being approximately 332.8 acres being further described by metes and bounds as follows:

BEGINNING at a point that bears S. 88° 06' 33" E. approximately 2,032.8 feet and S. 01° 49' 18" W. approximately 55.0 feet from the northwest corner of said Section 1;

THENCE S. 88° 06' 33" E. an approximate distance of 1525.09 feet to a point for a corner of this tract;

THENCE S. 83° 58' 14" E. an approximate distance of 200.23 feet to a point for a corner of this tract;

THENCE S. 88° 01' 40" E. an approximate distance of 216.46 feet to a point for a corner of this tract;

THENCE N. 88° 10' 43" E. an approximate distance of 195.17 feet to a point for a corner of this tract;

THENCE S. 88° 19' 33" E. an approximate distance of 765.26 feet to a point for a corner of this tract;

THENCE S. 01° 54' 10" W. an approximate distance of 1148.28 feet to a point for a corner of this tract;

THENCE southerly along a curve to the left an approximate arc distance of 342.32 feet, said curve having a radius of approximately 530.13 feet, a delta angle of 36° 59' 49", an approximate chord length of 336.40 feet and a chord bearing of S. 16° 36' 02" E. to a point for a corner of this tract;

THENCE S. 35° 05' 56" E. an approximate distance of 922.99 feet to a point for a corner of this tract;

THENCE S. 54° 48' 37" W. an approximate distance of 2007.10 feet to a point for a corner of this tract;

THENCE S. 58° 41' 28" W. an approximate distance of 166.77 feet to a point for a corner of this tract;

THENCE S. 54° 50' 34" W. an approximate distance of 82.80 feet to a point for a corner of this tract;

THENCE S. 52° 47' 46" W. an approximate distance of 242.42 feet to a point for a corner of this tract;



THENCE S. $54^{\circ} 53' 22''$ W. an approximate distance of 1847.19 feet to a point for a corner of this tract;

THENCE S. $60^{\circ} 40' 52''$ W. an approximate distance of 628.30 feet to a point for a corner of this tract;

THENCE westerly along a curve to the right an approximate arc distance of 110.00 feet, said curve having a radius of approximately 215.00 feet, a delta angle of $29^{\circ} 18' 46''$, an approximate chord length of 108.80 feet and a chord bearing of S. $77^{\circ} 11' 31''$ W. to a point for a corner of this tract;

THENCE N. $88^{\circ} 09' 06''$ W. an approximate distance of 68.70 feet to a point for a corner of this tract;

THENCE N. $01^{\circ} 50' 54''$ E. an approximate distance of 554.96 feet to a point for a corner of this tract;

THENCE S. $88^{\circ} 08' 53''$ E. an approximate distance of 30.65 feet to a point for a corner of this tract;

THENCE N. $01^{\circ} 51' 10''$ E. an approximate distance of 1979.61 feet to a point for a corner of this tract;

THENCE N. $32^{\circ} 14' 56''$ W. an approximate distance of 110.85 feet to a point for a corner of this tract;

THENCE N. $01^{\circ} 50' 54''$ E. an approximate distance of 545.96 feet to a point for a corner of this tract;

THENCE N. $88^{\circ} 09' 15''$ W. an approximate distance of 462.53 feet to a point for a corner of this tract;

THENCE S. $01^{\circ} 36' 44''$ W. an approximate distance of 560.76 feet to a point for a corner of this tract;

THENCE N. $88^{\circ} 08' 15''$ W. an approximate distance of 933.45 feet to a point for a corner of this tract;

THENCE westerly along a curve to the left an approximate arc distance of 248.53 feet, said curve having a radius of approximately 314.97 feet, a delta angle of $45^{\circ} 12' 37''$, an approximate chord length of 242.14 feet and a chord bearing of S. $69^{\circ} 28' 22''$ W. to a point for a corner of this tract;

THENCE S. $46^{\circ} 52' 03''$ W. an approximate distance of 68.00 feet to a point for a corner of this tract;

THENCE N. $43^{\circ} 26' 15''$ W. an approximate distance of 154.07 feet to a point for a corner of this tract;

THENCE N. $88^{\circ} 07' 43''$ W. an approximate distance of 123.11 feet to a point for a corner of this tract;



THENCE N. $01^{\circ} 56' 49''$ E. an approximate distance of 889.40 feet to a point for a corner of this tract;

THENCE S. $88^{\circ} 06' 32''$ E. an approximate distance of 1881.74 feet to a point for a corner of this tract;

THENCE S. $01^{\circ} 50' 53''$ W. an approximate distance of 30.00 feet to a point for a corner of this tract;

THENCE S. $88^{\circ} 07' 03''$ E. an approximate distance of 1524.60 feet to a point for a corner of this tract;

THENCE easterly along a curve to the right an approximate arc distance of 178.07 feet, said curve having a radius of approximately 481.94 feet, a delta angle of $21^{\circ} 10' 12''$, an approximate chord length of 177.06 feet and a chord bearing of S. $77^{\circ} 15' 02''$ E. to a point for a corner of this tract;

THENCE S. $66^{\circ} 23' 35''$ E. an approximate distance of 154.54 feet to a point for a corner of this tract;

THENCE northeasterly along a curve to the right an approximate arc distance of 379.38 feet, said curve having a radius of approximately 1635.03 feet, a delta angle of $13^{\circ} 17' 41''$, an approximate chord length of 378.53 feet and a chord bearing of N. $29^{\circ} 25' 26''$ E. to a point for a corner of this tract;

THENCE N. $53^{\circ} 54' 45''$ W. an approximate distance of 336.23 feet to a point for a corner of this tract;

THENCE N. $01^{\circ} 47' 48''$ E. an approximate distance of 370.53 feet to a point for a corner of this tract;

THENCE N. $88^{\circ} 06' 28''$ W. an approximate distance of 1066.68 feet to a point for a corner of this tract;

THENCE N. $01^{\circ} 37' 35''$ E. an approximate distance of 930.12 feet to a point for a corner of this tract;

This description was prepared for purposes of a TIF Delineation request and does not represent a survey made upon the ground.

Prepared for: North Park Development, Inc.
August 23, 2024

230621- North Park TIF Parcel-Desc