

City of Lubbock, Texas
Regular City Council Meeting
February 11, 2025

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. Luskey Tract A

1. 1. 2. Milwaukee Street Bond Project - 4th Street to North City Limits

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. Luskey Tract A
1. 2. 2. Milwaukee Street Bond Project - 4th Street to North City Limits
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 Community Development & Services Board/Urban Renewal Agency Board of Commissioners.
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; and to deliberate the offer of a financial or other incentive to a business prospect described herein above.

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 February 11, 2025. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

4. **Minutes**

4. 1. January 14, 2025 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. 2025-O0021, Amendment 13, amending the FY 2024-25 Budget for municipal purposes respecting the General Fund and Information Technology Fund relating to an end user support tech position; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-O0022, Amendment 14, amending the FY 2024-25 Budget for municipal purposes respecting the General Facilities Capital Project Fund in connection with Resolution No. 2024-R0582 for Capital Improvement Project Document Management System, regarding City Secretary Capital; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 12, amending the FY 2024-25 Budget for municipal purposes respecting the Traffic Capital Project Fund; providing for filing; and providing for a savings clause.

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 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcel 21), on 82nd Street between Avenue B and Ash Avenue, to be utilized for 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, two (2) Street, Public Use, and Right-of-Way Deeds, and all related documents, in connection with certain real properties located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcels 26 & 27), on 82nd Street from I-27 to Martin Luther King, Jr. Boulevard, to be utilized for the 2022 Street Bond Project.

5. 6. **Ordinance 1st Reading - Engineering:** Consider an ordinance amending Chapter 39.04.014 of the City of Lubbock Code of Ordinances, regarding the maintenance of drainage easements.

5. 7. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract 17870, with Utility Contractors of America, Inc., for services related to Waterline Change Out Phase 6.

5. 8. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 17113, and related documents, with Halff Associates, Inc., for engineering services for the reconstruction of Upland Avenue between 4th Street and 19th Street, which is a portion of the 2022 Street Bond Project.

5. 9. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract No. 17618, and related documents, by and between the City of Lubbock and Freese & Nichols, Inc., for the Southeast Water Reclamation Plant No. 3 Biological Nutrient Removal Improvements.

5. 10. **Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 18659, with HDR Engineering, Inc., for Phase II Engineering Services related to the preparation of the United States Army Corp of Engineers 404 Permit Application associated with the construction of the proposed Lake 7.

5. 11. **Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute the Seventh Amendment to the Raw Water Lease, between the City of Lubbock and the Lake Alan Henry Water District.

5. 12. **Ordinance 1st Reading - Public Works Traffic Operations:** Consider an ordinance amending Section 20.05.103 of the City of Lubbock Code of Ordinances, with regard to the establishment of school zones and speed limits.

5. 13. **Resolution - Public Works Traffic Operations:** Consider a resolution authorizing the Mayor to execute Advanced Funding Agreement No. 0905-06-095, with the Texas Department of Transportation, for the City to furnish and install traffic signal equipment at the intersections of 66th Street and Upland Avenue, 78th Street and Upland Avenue, US 62/82 (Marsha Sharp Freeway) and Upland Avenue, and 82nd Street and Upland Avenue.

5. 14. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Purchase Order 10028187, with TSG Industries, for the purchase and non-mechanical installation of a modular warehouse office in the new Forensic/Property Facility for the Police Department.

5. 15. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 18648, and all related documents, with the Texas Department of Housing and Community Affairs, for the Comprehensive Energy Assistance Program, to assist low income households in meeting their immediate energy needs and to encourage consumers, through education, to control energy costs.

5. 16. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment No. 11 to Contract 15310, with Parkhill, for professional design services for Perimeter Road Rehabilitation at the Lubbock Preston Smith International Airport.
5. 17. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute an Amendment to a Lease Agreement, with United Parcel Service, Co., for certain real property located at Lubbock Preston Smith International Airport.
5. 18. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Beard Family Enterprises, LLC, dba Shift Automotive Group, located at 1111 19th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 19. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Beard Family Enterprises, LLC, dba Shift Automotive Group, located at 1111 19th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 20. **Resolution - Business Development:** Consider a resolution confirming that the City of Lubbock is in support of the proposed 9% Housing Tax Credit application to be submitted to the Texas Department of Housing and Community Affairs, for the Garden Homes of Upland Heights development, to be located at 10305 Upland Avenue, Lubbock, Texas.
5. 21. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 21404236, with Dell Marketing LP, for the purchase of Dell server and networking equipment to upgrade the existing Lubbock utilities enterprise server environment.
5. 22. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001954, with SHI Government Solutions, Inc., for additional Police data and evidence storage.
5. 23. **Resolution - Lubbock Fire Rescue:** Consider a resolution authorizing the Mayor to accept, by and on behalf of the City of Lubbock, a Public Safety Access Point Reimbursable Grant for Fiscal Year 2024-25, from the Lubbock Emergency Communication District, for Comms Coach, a 911 call taker evaluation software.
5. 24. **Resolution - Police:** Consider a resolution ratifying the acts of the Chief of Police, on behalf of the City of Lubbock, in executing a Multiple Use Agreement, and related documents, by and between the Texas Department of Transportation and the City of Lubbock, to permit the construction, maintenance, and operation of Flock Group, Inc. hardware and software products as automated license plate readers on public highway rights-of-way within the city limits.

5. 25. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement, and all related documents, with Lubbock County, Texas, allocating and transferring 50% of the City's Justice Assistance Grant Award, under the Fiscal Year 2024 Edward Byrne Memorial Justice Grant Program, to Lubbock County, to fund the Lubbock County Joint Enforcement Initiative.

6. **Regular Agenda**

6. 1. **Board Appointments - City Secretary:** Consider appointments to the Community Development & Services Board/Urban Renewal Agency Board of Commissioners.

6. 2. **Resolution - Finance:** Consider a resolution authorizing publication of Notice of Intent to issue City of Lubbock, Texas General Obligation Bonds, not to exceed \$54,000,000, for the following 2022 Street Bond Projects: Upland Avenue: 4th Street to 19th Street, 114th Street from Frankford Avenue to Slide Road, 114th Street from Indiana Avenue to University Avenue, and Residential Unpaved Roadways East of I-27, and the following 2024 Street Bond Projects: Broadway from Avenue Q to Avenue E, University Avenue from 50th Street to Loop 289, Avenue P from 130th Street to 146th Street, 146th Street from University Avenue to Avenue P, and 146th Street from Slide Road to Quaker Avenue.

6. 3. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 3515, a request of Lubbock Habitat for Humanity, for a zone change from Medium Density Residential District (MDR) to Low Density Single-Family District (SF-2), at 1719, 1721, 1723, and 1725 21st Street, located south of 21st Street and east of Avenue S, McCrummen's Second Addition, Block 9, Lots 10, 11, 12, and 13, and consider an ordinance.

6. 4. **Public Hearing - Planning (District 2):** Consider a request for Zone Case 1635-B, a request of Mr. T's Auto Sales, LLC, for a zone change from Medium Density Residential District (MDR) to Heavy Commercial District (HC), at 4412 Avenue Q, located north of 45th Street and west of Avenue Q, Syfrett Addition, Block 5, Lot 2A, and consider an ordinance.

6. 5. **Public Hearing - Planning (District 6):** Consider a request for Zone Case 2538-OO, a request of Mountain Top Engineering for Yolanda Vargas, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 2210 Research Boulevard, located south of 19th Street and west of Research Boulevard, on approximately 4.11 acres of unplatted land out of Block D-6, Section 5, and consider an ordinance.

6. 6. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 1550 34th Street, for an alcoholic beverage permit for Lucky Mart 1.

6. 7. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 3311 Avenue Q, for an alcoholic beverage permit for UN2 Mart #5.

6. 8. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement, with Thomas L. Cooke and Deidra DeAnn Williams Martin, for the requested annexation of an area of land generally described as 407.28 acres north of East Bluefield Street and east of North Guava Avenue, into Lubbock's corporate limits, along with the adjacent right-of-way.



AI# 13222

Regular City Council Meeting

02/11/2025:

1. 3.

Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Community Development & Services Board/Urban Renewal Agency Board of Commissioners.

Item Summary

Discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Community Development & Services Board/Urban Renewal Agency Board of Commissioners.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.



AI# 13205

Regular City Council Meeting

02/11/2025:

4. 1.

Information

Agenda Item

January 14, 2025 Regular City Council Meeting

Item Summary

January 14, 2025 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

1.14.2025

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
January 14, 2025
11:00 A. M.

The City Council of the City of Lubbock, Texas met in regular session on the 14th of January, 2025, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:00 A.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

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

- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.24; 5.26-5.42; 5.25; 6.1-6.3; 6.5-6.10; 6.4; and 6.11-6.14.*
- *Item No.'s 6.4 and 6.14 were amended.*
- *Item No. 6.13 failed.*

1. Executive Session

The meeting recessed at 11:01 a.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:28 p.m., and the meeting was called to order at 2:29 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. Council Briefing/Training Regarding Meet and Confer
 1. 1. 2. Lubbock Reese Redevelopment Authority
 1. 1. 3. 66th Street Project - I-27 to Ash Avenue
 1. 1. 4. Milwaukee Street Bond Project - 4th Street to North City Limits
 1. 1. 5. Upland Avenue Project - 66th Street to 82nd Street

1. 1. 6. Information Resource Technology Utilization and Assets
1. 1. 7. 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. Lubbock Reese Redevelopment Authority
 1. 2. 2. 66th Street Project - I-27 to Ash Avenue
 1. 2. 3. Milwaukee Street Bond Project - 4th Street to North City Limits
 1. 2. 4. Upland Avenue Project - 66th Street to 82nd Street
 1. 2. 5. Central Business District
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 Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Urban Design & Historic Preservation Commission, and the Zoning Board of Adjustment.
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
1. 5. Hold an executive session in accordance with Texas Government Code Section 551.089 to discuss or deliberate regarding security devices and/or security audits.
 1. 5. 1. Information Resource Technology Utilization and Assets

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

City Council reconvened at 2:28 p.m.

2. Ceremonial Items

2. 1. Invocation

Executive Pastor Brian Brownlow, LakeRidge Methodist 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 2:29 p.m.

3. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on January 14, 2025. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Billy Philips; Robin Phillips; Sara McLarty; Jo Conaster; Dr. Drew Payne, with the Lubbock County Medical Society; Jenny Bustillos; Kevin Allen, founder and president of Lone Star Lungs; Alice Lozada, representing the North Lubbock Neighborhood Association; Kim Gonzalez, secretary of Lubbock Compact; Victor Test; Keith O'Day; Dr. Douglas Klepper; Rebecca Johnson; Debbie Zak, with West Texas Organizing Strategy; Adam Hernandez, communications chair of Lubbock Compact; and Griffin Kimble appeared before City Council to speak in favor of item 6.12 (resolution accepting the recommended Community Health Improvement Plan).
- Elaine Goodloe appeared before City Council to speak on item 6.12 (resolution accepting the recommended Community Health Improvement Plan).
- Jo Conatser appeared before City Council to speak in favor of item 6.13 (ordinance amending the FY2024-25 budget respecting the General Fund in connection with the Animal Control Cost Center).
- Jenny Bustillos; Tiffany White; Judy Tarwater; Brent Toellner, with Best Friends Animal Society; Michael Corbin; Shelly Walraven; Brenda Norman; Phyllis Gant Gambles; Camelia Wierzba, with Lubbock Pets Alive; Debbie Zak, with West Texas Organizing Strategy; Graciela Flores Quinteros; Luke Steinmetz, policy advisor for Lubbock Citizens for Change; Henry Ray Lozada; Joshua Shankles, managing director of Lubbock Compact; Melissa Key; Sherri Patterson; Paul Bullock; Adam Hernandez, communications chair of Lubbock Compact; and Griffin Kimble appeared before City Council to speak on item 6.13 (ordinance amending the FY2024-25 budget respecting the General Fund in connection with the Animal Control Cost Center).
- Nellie Hopson; Rebecca Johnson; Hunter Parrish; Tammie Ware, owner of Bridge Hospice; Tatum Quinn; and Elaine Goodloe appeared before City Council to speak in opposition of item 6.13 (ordinance amending the FY2024-25 budget respecting the General Fund in connection with the Animal Control Cost Center).
- Jo Conatser appeared before City Council to speak in favor of item 6.14 (ordinance amending Chapter 4 "Animals" of the City of Lubbock Code of Ordinances).

- Judy Tarwater; Brent Toellner, with Best Friends Animal Society; Michael Corbin; Shelly Walraven; Phyllis Gant Gambles; Rebecca Johnson; Tammie Ware, owner of Bridge Hospice; Camelia Wierzba, with Lubbock Pets Alive; Tatum Quinn; Graciela Flores Quinteros; Luke Steinmetz, policy advisor for Lubbock Citizens for Change; Henry Ray Lozada; Melissa Key; Sherri Patterson; Adam Hernandez, communications chair of Lubbock Compact; Elaine Goodloe; and Griffin Kimble appeared before City Council to speak on item 6.14 (ordinance amending Chapter 4 "Animals" of the City of Lubbock Code of Ordinances).
- Elizabeth Randolph, founder and director of local animal rescue; and Hunter Parrish appeared before City Council to speak in opposition of item 6.14 (ordinance amending Chapter 4 "Animals" of the City of Lubbock Code of Ordinances).

4. Minutes

4. 1. December 3, 2024 Regular City Council Meeting

Motion by Council Member Tim Collins, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve the December 3, 2024 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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 Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve items 5.1-5.24 and 5.26-5.42.

Vote: 7 - 0 Motion carried

- 5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2024-O0156, Amendment 5, amending the FY 2024-25 Budget for municipal purposes respecting the General Fund by establishing Cost Center 5901, West Texas State Veterans Cemetery; providing for filing; and providing for a savings clause.
- 5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2025-O0001, Amendment 7, amending the FY 2024-25 Budget for municipal purposes respecting the Abandoned Vehicle Fund; providing for filing; and providing for a savings clause.
- 5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2025-O0002, Amendment 9, amending the FY 2024-25 Budget for municipal purposes respecting the Water/Wastewater Fund; providing for filing; and providing for a savings clause.
- 5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2025-O0003, Amendment 10, amending the FY 2024-25 Budget for municipal purposes respecting the North Point Public Improvement District Fund; providing for filing; and providing for a savings clause.

5. 4. 1. **Ordinance - Finance:** Ordinance No. 2025-O0004, amending Ordinance No. 2024-O0126, EXHIBIT "B", the 2024 Service and Assessment Plan for the North Point Public Improvement District by including additional funding for public improvements; providing a savings clause; and providing for publication.
5. 5. **Ordinance 1st Reading - Finance:** Ordinance No. 2025-O0005 granting Southwestern Public Service (SPS) D/B/A Excel Energy the Right To Conduct Business effective January 28, 2025, or thirty (30) days from the last publication of this ordinance, whichever occurs later. The term of this franchise granted to SPS shall be for twenty (20) years from the date the franchise becomes effective. As compensation and rental for the use of the streets, alleys and public ways of the City in the conduct of its business under this franchise, SPS will pay the City each year of the life of this franchise, beginning February 1, 2025, a sum of money equal to five percent (5%) of the annual gross receipts of SPS from its retail electric lighting and power sales for consumption within the corporate limits of the City.
5. 6. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2024-O0157 abandoning and closing portions of a private utility easement located south of 48th Street, between Avenue P and Avenue Q, in the Wayland Edward Addition to the City of Lubbock, Lubbock County, Texas.
5. 7. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2025-O0006 abandoning and closing portions of a public right-of-way located in Section 13, Block E-2 in Lubbock County, Texas, in the High Plains Subdivision south of 82nd Street, and east of Elgin Avenue.
5. 8. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2025-O0007 abandoning and closing part of a drainage easement and an underground utility easement located in Section 22, Block E2, Lubbock County, Texas, east of Quaker Avenue and north of 122nd Street.
5. 9. **Resolution - Right-of-Way:** Resolution No. 2025-R0001 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 Block 21, Lots 11 & 12 of the Martin – Ameen Addition, Lubbock County, Texas (Parcel 2), 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. 10. **Resolution - Right-of-Way:** Resolution No. 2025-R0002 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 23), 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. 11. **Resolution - Right-of-Way:** Resolution No. 2025-R0003 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 29), to be utilized for the 82nd Street and Martin Luther King, Jr. Boulevard Project, which is a portion of the 2022 Street Bond Project.

Project.

5. 12. **Resolution - Engineering:** Resolution No. 2025-R0004 authorizing the Mayor to execute Contract 18588, with Freese and Nichols, Inc., for design services associated with the Capital Improvements Project 92896, Broadway, from Avenue Q to Avenue E, which is a portion of the 2024 Street Bond Project.
5. 13. **Resolution - Engineering:** Resolution No. 2025-R0005 authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract No. 17088, and related documents, with Lockwood, Andrews & Newnam, Inc., for engineering services for the reconstruction of portions of 82nd Street and Martin Luther King, Jr. Boulevard, which is a portion of the 2022 Street Bond Project.
5. 14. **Resolution - Engineering:** Resolution No. 2025-R0006 authorizing the Mayor to execute Public Works Contract 18390, and all related documents, with Acme Electric, for the Southeast Water Reclamation Plant 480V MCC-100 early procurement.
5. 15. **Resolution - Public Works Water Utilities:** Resolution No. 2025-R0007 authorizing the Mayor to execute Purchase Order 22105402, with Itron, Inc., for services to replace or install endpoints or cables in the water advanced metering infrastructure system.
5. 16. **Resolution - Public Works Water Utilities:** Resolution No. 2025-R0008 authorizing the Mayor to execute Contract 18284, with Chapman Marine, Inc., to provide sluice gate repair services on the intake structure located at Lake Alan Henry.
5. 17. **Ordinance 1st Reading - Traffic Operations:** Ordinance No. 2025-O0008 amending Section 20.05.102 of the City of Lubbock Code of Ordinances, with regard to the establishment of speed limits.
5. 18. **Resolution - Public Health Services:** Resolution No. 2025-R0009 authorizing the Mayor to execute Amendment No. 2 to FDP Subaward Agreement UTAUS-SUB00001039AM2, and all related documents, under the Health and Human Services Commission's Substance Abuse Innovative Healing Center Project Grant Program, by and between the City of Lubbock and the University of Texas at Austin, to amend and modify the agreement regarding the Substance Abuse Innovative Healing Centered Projects Program.
5. 19. **Ordinance 2nd Reading - Community Development:** Ordinance No. 2024-O0158, amending Article 2.03, Division 2, of the City of Lubbock Code of Ordinances, regarding the duties and responsibilities of the Community Development & Services Board.
5. 20. **Resolution - Community Development:** Resolution No. 2025-R0010 authorizing the Mayor to execute Amendment No. 1 to Emergency Solutions Grant Funding Agreement 18276, and all related documents, between the City of Lubbock and Family Promise of Lubbock, Inc., for homeless prevention and rapid rehousing for homeless individuals and families in Lubbock.

5. 21. **Resolution - Community Development:** Resolution No. 2025-R0011 authorizing the Mayor to execute Amendment No. 1 to Community Development Funding Contract 17849, and all related documents, with Lutheran Social Services of the South, Inc., to provide utility assistance to qualified low-income persons and families, through the Comprehensive Energy Assistance Program administered by the Texas Department of Housing and Community Affairs.
5. 22. **Resolution - Aviation:** Resolution No. 2025-R0012 authorizing the Mayor to execute Amendment No. 10 to Contract 15310, with Parkhill, for professional architectural/engineering services for Passenger Boarding Bridge Replacement at Lubbock Preston Smith International Airport.
5. 23. **Resolution - Aviation:** Resolution No. 2025-R0013 authorizing the Mayor to execute Job Order Contract 18546, with JK Dennard Construction LLC, for Weather Proofing of the Exterior Building of the Consolidated Rental Car Facility at Lubbock Preston Smith International Airport.
5. 24. **Resolution - Aviation:** Resolution No. 2025-R0014 authorizing the Mayor to execute Job Order Contract 18564, with JK Dennard Construction, LLC, for the Freight Road and Parking Improvements at Lubbock Preston Smith International Airport.
5. 25. **Resolution - Aviation:** Resolution No. 2025-R0032 authorizing the Mayor to execute Contract 18464, with O'Keeffe Shahmoradi Strategies, for Federal Lobbying Services - Department of Aviation at Lubbock Preston Smith International Airport.

Kelly Campbell, executive director of aviation; and Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to approve Resolution No. 2025-R0032.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

5. 26. **Resolution - Public Transit Services:** Resolution No. 2025-R0015 authorizing the Mayor to execute Service Contract 18199, with HCAA Medical Group dba OccMed Associates, LP., for the Department of Transportation/Federal Transportation Drug and Alcohol Testing Program for Citibus.
5. 27. **Resolution - Human Resources:** Resolution No. 2025-R0016 authorizing the Mayor to execute Contract 18415, and related documents, with Retirement Plan Advisors, LLC, for 457(b) Plan Investment Advisory Services.
5. 28. **Resolution - Business Development:** Resolution No. 2025-R0017 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Broadway & F, LLC, located at 708 13th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 29. **Resolution - Business Development:** Resolution No. 2025-R0018 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Broadway & F, LLC, located at 708 13th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 30. **Resolution - Business Development:** Resolution No. 2025-R0019 authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to West Texas Services, Inc., dba Tom's Tree Place, located at 5104 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 31. **Resolution - Business Development:** Resolution No. 2025-R0020 authorizing a Commercial Revitalization Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to West Texas Services, Inc., dba Tom's Tree Place, located at 5104 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 32. **Resolution - Business Development:** Resolution No. 2025-R0021 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to King Law, P.C., located at 1511 Avenue M, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 33. **Resolution - Business Development:** Resolution No. 2025-R0022 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to King Law, P.C., located at 1511 Avenue M, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 34. **Resolution - Business Development:** Resolution No. 2025-R0023 accepting a Warranty Deed, on behalf of the North Point Public Improvement District, by MM Holdsworth NWP, LLC, granted to the City of Lubbock, for real property located in tracts within the North Point PID, as described in the Warranty Deed exhibits.
5. 35. **Resolution - Parks and Recreation:** Resolution No. 2025-R0024 authorizing the Mayor to execute Contract 18344, with Gorman Outdoor, Inc., for landscape maintenance services for the City of Lubbock parks and cemetery facilities.
5. 36. **Resolution - Police:** Resolution No. 2025-R0025 authorizing the Mayor to execute Purchase Order 10027951, with Z Bar Supply Company, LLC, for night vision equipment for the Lubbock Police Department.
5. 37. **Resolution - Lubbock Fire Rescue:** Resolution No. 2025-R0026 authorizing the Mayor to execute Service Contract 18262, with IIA Lifting Services, Inc., for Aerial Ladder Testing.

5. 38. **Resolution - Lubbock Fire Rescue:** Resolution No. 2025-R0027 authorizing the Mayor to execute Purchase Order 10028081, with NAFECO, for structural firefighting protective equipment, for Lubbock Fire Rescue.
5. 39. **Resolution - City Manager:** Resolution No. 2025-R0028 suspending the effective date of the proposed rate increase for Atmos Energy, from December 21, 2024, to March 21, 2025, approving the City's participation in the alliance of Atmos Texas Municipalities and retaining the law firm of Herrera Law & Associates to represent the City's interest in matters related to Atmos Energy's rate case before the City and Atmos Energy's application at the Railroad Commission of Texas; intervene in the proceedings at the Railroad Commission; and in appeals should such proceedings develop. A ninety-day suspension of the proposed rates will allow City staff and outside counsel to review and negotiate the requested rate increase.
5. 40. **Resolution - City Manager:** Resolution No. 2025-R0029 ratifying the Letter of Engagement for Professional Legal Services by and between the City of Lubbock and Denton Navarro Rodriguez Bernal Santee & Zech, P.C.
5. 41. **Resolution - City Manager:** Resolution No. 2025-R0030 for the City Council to cast votes for candidates to the Ports-to-Plains Trade Corridor Coalition Board of Directors.
5. 42. **Resolution - City Manager:** Resolution No. 2025-R0031 authorizing the Mayor or his designee, to enter into an economic development program and development agreement, pursuant to Texas Local Government Code Chapter 380 with Lubbock Experience Inc., to provide asset review and feasibility assessment related to the Lubbock Memorial Civic Center.

6. **Regular Agenda**

6. 1. **Public Hearing - Planning:** Ordinance No. 2025-O0009, hold a public hearing in accordance with Section 43.0697(c)(3) of the Texas Local Government Code, regarding the City of Lubbock's intent to annex an area of land consisting of approximately 374.74 acres of real property commonly known as the Highland Oaks Subdivision, located within an area located south of 146th Street (F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730), into Lubbock's corporate limits.

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

Mayor McBrayer opened the public hearing at 5:00 p.m.

Colby Norris appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 5:03 p.m.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Brayden Rose, to approve Ordinance No. 2025-O0009.

Vote: 7 - 0 Motion carried

- 6. 2. Public Hearing - Planning (District 2):** Ordinance No. 2025-O0010, for Zone Case 828-A, a request of Brady & Hamilton, LLP for Jarvis Metals Recycling, Inc., for a zone change from General Industrial District (GI) and Light Industrial District (LI), to General Industrial District (GI) with a Specific Use for a Junkyard, Salvage Yard, and Wrecking Yard, at 7825 Olive Avenue, and 4125 and 4127 East Slaton Road, located north of East Slaton Road and east of Olive Avenue, Loop Industrial Addition, Lots 1-A, 1-B, and 1-C.

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

Mayor McBrayer opened the public hearing at 5:24 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 5:26 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0010.

Vote: 7 - 0 Motion carried

- 6. 3. Public Hearing - Planning (District 5):** Ordinance No. 2025-O0011, for Zone Case 2882-B, a request of David Mobley for SLDEV, LLC, for a zone change from Heavy Commercial District (HC) to Heavy Commercial District (HC) Specific Use for a smoke shop, at 7611 82nd Street, located south of 82nd Street Street and west of Xenia Avenue, Cambridge Commercial Park Addition, Tract A-2.

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

Mayor McBrayer opened the public hearing at 5:24 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 5:26 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0011.

Vote: 7 - 0 Motion carried

- 6. 4. Public Hearing - Planning (District 5):** Ordinance No. 2025-O0018, for Zone Case 3512, a request of Parkhill for Jan Humphries Campbell, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), generally located at the southwest corner of 130th Street and Milwaukee Avenue, on approximately 34.78 acres of unplatted land out of Block AK, Section 12.

This item was amended.

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

Mayor McBrayer opened the public hearing at 5:29 p.m.

Tarek Redwan, with Parkhill, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 5:32 p.m.

Main Motion by Mayor Pro Tem Christy-Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0018, as presented at the dais.

Motion to Amend by Council Member David Glasheen, seconded by Council Member Dr. Jennifer Wilson, to amend the main motion by striking the following language from page 2 of the ordinance:

- "Subject to the following requirements: 1. That a Type C Bufferyard is required along the east property line".

Vote on Motion to Amend:

Vote: 5 - 2 Motion carried

NAY: Mayor Pro Tem Christy Martinez-Garcia
Council Member Tim Collins

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0018 as amended.

Vote on Motion to Approve as Amended:

Vote: 6 - 1 Motion carried

NAY: Mayor Pro Tem Christy Martinez-Garcia

- 6. 5. Public Hearing - Planning (District 5):** Ordinance No. 2025-O0012, for Zone Case 3514, a request of AMD Engineering, LLC, for Paracako, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 12004 Frankford Avenue, located west of Frankford Avenue and south of 119th Street, on approximately 1.72 acres of unplatted land out of Block AK, Section 20.

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

Mayor McBrayer opened the public hearing at 5:24 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 5:26 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0012.

Vote: 7 - 0 Motion carried

- 6. 6. Public Hearing - Planning (District 6):** Ordinance No. 2025-O0013, for Zone Case 2538-NN, a request of Olga Agundiz, for a zone change from Low Density Single-Family District (SF-2) to Low Density Single-Family District (SF-2) Specific Use for a Manufactured Home Subdivision, at 8605 #2 6th Street, located east of Inler Avenue and south of 6th Street, on approximately 0.692 acres of unplatted land out of Block D-6, Section 2.

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

Mayor McBrayer opened the public hearing at 5:24 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 5:26 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0013.

Vote: 7 - 0 Motion carried

- 6. 7. Public Hearing - Planning (District 6):** Ordinance No. 2025-O0014, for Zone Case 2627-J, a request of David Mobley for Julie McMahan, for a zone change from Heavy Commercial District (HC) to Heavy Commercial District (HC) Specific Use for a smoke shop, at 6319 19th Street, located south of 19th Street and east of La Salle Avenue, West End Place Annex Addition, Block 2, Lots 5 and 6.

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

Mayor McBrayer opened the public hearing at 5:24 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 5:26 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0014.

Vote: 7 - 0 Motion carried

- 6. 8. Public Hearing - Planning (District 6):** Ordinance No. 2025-O0015, for Zone Case 3509, a request of AMD Engineering, LLC for Lonnie and Vickie Slape, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC), at 3002 North Frankford Avenue, located east of North Frankford Avenue and north of Ursuline Street, on 14.80 acres of unplatted land out of Block JS, Section 11.

Kristen Sager, director of planning, gave a presentation and answered questions from City Council. Will Stephens, with AMD Engineering, gave comments and answered questions from City Council.

Mayor McBrayer opened the public hearing at 5:24 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 5:26 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0015.

Vote: 7 - 0 Motion carried

- 6. 9. Public Hearing - Planning (District 6):** Ordinance No. 2025-O0016, for Zone Case 3255-B, a request of West Texas Engineering, LLC for G4 Assets, LLC, for a zone change from Light Industrial District (LI) to Auto-Urban Commercial District (AC), at 7602 34th Street, located north of 34th Street and west of Winfield Avenue, on approximately 3.57 acres of unplatted land out of Block AK, Section 42.

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

Mayor McBrayer opened the public hearing at 5:24 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 5:26 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0016.

Vote: 7 - 0 Motion carried

- 6. 10. Public Hearing - Planning (District 6):** Ordinance No. 2025-O0017, for Zone Case 3513, a request of Tyson Rowin and Dan Williams for Quatro Locos, LLC, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 5909 4th Street, located west of Fulton Avenue and south of 4th Street, Isham Tubbs Estate Addition, the North Part of Tract 4.

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

Mayor McBrayer opened the public hearing at 5:24 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 5:26 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0017.

Vote: 7 - 0 Motion carried

- 6. 11. Ordinance 1st Reading - Building Safety:** Ordinance No. 2025-O0019 amending Article 28.14 of the City of Lubbock Code of Ordinances, with a revision to the adopted appendices regarding the International Residential Code.

Robert Wallace, director of development services, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Ordinance No. 2025-O0019.

Vote: 7 - 0 Motion carried

- 6. 12. Resolution - Public Health Services:** Resolution No. 2025-R0033 accepting the recommended Community Health Improvement Plan and the associated findings of the Community Health Needs Assessment.

Jarrett Atkinson, city manager; and Katherine Wells, director of public health, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2025-R0033, as presented at the dais, and to schedule a work session no later than March 25, 2025 to review and discuss the council's priorities and policies relating to public health services for the City of Lubbock.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

- 6. 13. Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 11, amending the FY 2024-25 Budget for municipal purposes respecting the General Fund in connection with the Animal Control Cost Center; providing for filing; and providing for a savings clause.

This item failed.

Jarrett Atkinson, city manager, introduced the item, gave comments, and answered questions from City Council. Matt Wade, city attorney; and Steven Greene, director of animal services, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to postpone this item for 90 days. No action was taken due to Mayor Pro Tem Christy Martinez-Garcia's withdrawal of the motion.

Motion by Council Member David Glasheen, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve this item.

Vote: 2 - 5 Failed

NAY: Mayor Mark W. McBrayer
Mayor Pro Tem Christy Martinez-Garcia
Council Member Tim Collins
Council Member Gordon Harris
Council Member Brayden Rose

- 6. 14. Ordinance 1st Reading - Lubbock Animal Services:** Ordinance No. 2025-O0020 amending Chapter 4 "Animals" of the City of Lubbock Code of Ordinances Article 4.01.006 , "Number of Dogs or Cats at Residences; Multipet Permit". Adding Article 4.01.06 requiring a breeding permit for breeding of dogs or cats; modifying Article 4.01.06 Pertaining to the Amount of Liability Insurance Required to keep a Dangerous Dog; Providing a Penalty Clause; Providing a Savings Clause; and Providing for Publication.

This item was amended.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve Ordinance No. 2025-O0020, with the following amendment:

- Striking Section 2, amendments to Article 4.01, Section 4.01.003 of the Code of Ordinances of the City of Lubbock, relating to the number of dogs and cats at residences and multi-pet permit.

Vote: 4 - 3 Motion carried

NAY: Mayor Pro Tem Christy Martinez-Garcia
Council Member David Glasheen
Council Member Gordon Harris

6:44 P.M. CITY COUNCIL ADJOURNED

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

The January 14, 2025 Regular City Council Meeting minutes were approved by the City Council on the 11th day of February, 2025.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary



AI# 13163

Regular City Council Meeting

02/11/2025:

5. 1.

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2025-O0021, Amendment 13, amending the FY 2024-25 Budget for municipal purposes respecting the General Fund and Information Technology Fund relating to an end user support tech position; providing for filing; and providing for a savings clause.

Item Summary

On January 28, 2025, the City Council approved the first reading of the ordinance.

- I. Move the End User Support Tech Full Time Employee in the Fire Administration Cost Center (5611) in the General Fund, to the Information Technology Cost Center (3410) in the Information Technology Fund.
- II. Amend the FY 2024-25 Fire Rescue - Job Grade Summary, and accept the Position Title changes as set forth in Exhibit "A" attached herto.

The purpose of this Budget Amendment is to allow the following:

- Enable the End User Support Tech Employee to have access to more opportunities for growth within the Information Technology Department.
- Amend the FY 2024-25 Fire - Job Grade Summary to change the following in Position Titles:
 - The current "Division Chief" titles will change to "Deputy Chief". The Division Chief title will no longer be used. The pay scale will not be affected.
 - The current "Deputy Chief" titles will change to "Assistant Chief". The pay scale will not be affected.

Fiscal Impact

There will be no fiscal impact to the General Fund or the Information Technology Fund.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 13
Exhibit A

ORDINANCE NO. _____

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

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

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

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

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

SECTION 1. The City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2024-25 (Budget Amendment #13) for municipal purposes, as follows:

- I. Move the End User Support Tech FTE in the Fire Administration Cost Center (5611) in the General Fund to the Information Technology Cost Center (3410) in the Information Technology Fund.
- II. Amend the FY 2024-25 Fire Rescue – Job Grade Summary and accept the Position Title changes as set forth in Exhibit “A” attached hereto.

SECTION 2. A copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. 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:

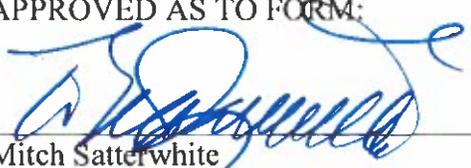
Courtney Paz
City Secretary

APPROVED AS TO CONTENT:



Joe Jimenez
Chief Financial Officer

APPROVED AS TO FORM:



Mitch Satterwhite
First Assistant City Attorney

Fire Rescue - Job Grade Summary

SWORN JOB GRADE SUMMARY	GRADE	Actual	Actual	Budget	Budget	Amended	Change from
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	Budget
Fire Chief	145	1	1	1	1	1	-
Fire Marshal	137	1	1	1	1	1	-
Assistant Chief	FCS7	-	-	-	-	2	2
Deputy Chief	FCS6	2	2	2	2	5	3
Division Chief	FCS6	3	3	3	5	-	(5)
Battalion Chief	FCS5	11	11	11	11	11	-
Communication Supervisor (Battalion Chief)	FCS5	-	1	1	1	1	-
Deputy Fire Marshal CRRO (Battalion Chief)	FCS5	1	1	-	-	-	-
Fire Captain	FCS4	29	29	29	29	29	-
Communication Supervisor (Fire Captain)	FCS4	1	-	-	-	-	-
Assistant Fire Marshal (Fire Captain)	FCS4	-	-	-	-	-	-
Deputy Fire Marshal (Fire Captain)	FCS4	-	-	-	-	-	-
Assistant Fire Marshal (Fire Lieutenant)	FCS3	2	2	2	-	-	-
Deputy Fire Marshal (Fire Lieutenant)	FCS3	2	3	4	-	-	-
Fire Prevention Lieutenant	FCS3	-	-	-	6	6	-
Fire Inspector/Investigator (Fire Lieutenant)	FCS3	1	1	-	-	-	-
Fire Lieutenant	FCS3	59	59	59	59	59	-
Fire Prevention Equipment Operator	FCS2	-	-	-	6	6	-
Fire Equipment Operator	FCS2	75	77	77	77	77	-
Fire Inspector (Fire Equipment Operator)	FCS2	1	-	-	-	-	-
Fire Inspector/Investigator (Fire Equip. Oper.)	FCS2	4	4	5	-	-	-
Fire Plans Examiner (Fire Equipment Operator)	FCS2	-	-	1	-	-	-
Fire Prevention Firefighter*	FCS1	-	-	-	-	-	-
Firefighter*	FCS1	213	215	215	233	233	-
Probationary Fire Fighter (NCS)*	FNCS1	-	-	18	3	3	-
TOTAL SWORN JOB GRADE SUMMARY		406	410	429	434	434	-

*Since the Probationary Fire fighter position (FNCS1) exists for one year from the date of hire, the total combined number of Probationary Fire Fighters (FNCS1) and Fire Fighters (FCS1) shall not exceed 236.

NON-SWORN JOB GRADE SUMMARY	GRADE	Actual	Actual	Budget	Budget	Amended	Change from
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	Budget
Director of Emergency Management	134	1	1	1	-	-	-
Deputy Director of Emergency Management	132	1	1	1	-	-	-
Fire Protection Engineer	124	1	1	-	-	-	-
Management Assistant	122	2	2	2	1	1	-
Public Safety Dispatcher II	121	9	9	10	10	10	-
Emergency Management Specialist	122	-	1	1	-	-	-
Senior Equipment Technician	118	-	2	3	2	2	-
Equipment Technician	117	5	3	2	3	3	-
End User Support Technician	117	1	1	1	1	1	-
Administrative Assistant	112	5	5	5	5	5	-
Public Safety Dispatcher I	119	3	3	2	2	2	-
Emergency Management Planner	122	1	-	-	-	-	-
Storekeeper	111	1	1	1	-	-	-
Laborer	108	1	1	-	-	-	-
Lead Equipment Technician	123	-	1	1	1	1	-
Equipment Maintenance Foreman	123	1	-	-	-	-	-
Fire Facilities Building Maintenance Leader	120	-	1	1	1	1	-
Fire Facilities Maintenance Technician	118	-	-	1	1	1	-
Public Information Officer	123	1	1	1	1	1	-
Fire Plans Examiner	120	-	1	-	-	-	-
Fire Facilities Project Manager	118	1	-	-	-	-	-
Outdoor Warning Logistics Technician	116	1	1	1	-	-	-
TOTAL NON-SWORN JOB GRADE SUMMARY		35	36	34	28	28	-
TOTAL JOB GRADE SUMMARY		441	446	463	462	462	-



AI# 13164

Regular City Council Meeting

02/11/2025:

5. 2.

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2025-O0022, Amendment 14, amending the FY 2024-25 Budget for municipal purposes respecting the General Facilities Capital Project Fund in connection with Resolution No. 2024-R0582 for Capital Improvement Project Document Management System, regarding City Secretary Capital; providing for filing; and providing for a savings clause.

Item Summary

On January 28, 2025, the City Council approved the first reading of the ordinance.

- I. Accept and appropriate revenue in the amount of \$450,000 for the General Facilities Capital Project Fund from MCCi LLC and Diada LLC, per the settlement agreement.
- II. Amend Capital Improvement Project (CIP) 8665, Document Management System, and appropriate \$450,000, from \$215,000 to \$665,000. Funding will be revenue from MCCi LLC and Diada LLC, per the settlement agreement.

The purpose of Budget Amendment 14 is to receive revenue in the amount of \$450,000. This amount is to be added to the City Secretary's FY 2024-25 Budget in the General Fund.

Between the two companies, MCCi LLC will pay \$200,000 and Daida LLC will pay \$250,000, per the Settlement Agreement in connection with Resolution No. 2024-R0582. This is due to damage done to City Records. On November 1, 2022, a third-party company picked up boxes containing City Records from Daida LLC. Upon delivery, it was discovered that there had been physical damage to the boxes and some records.

The City sent a demand letter to MCCi LLC, to pay for damages and to recreate and rebind the records, to which an additional letter was sent from MCCi LLC to Daida LLC, seeking defense and indemnity, per their contract. Both companies denied the City's allegations. In the end, a Settlement Agreement was established, and both companies together are to pay a total of \$450,000 for damages.

Fiscal Impact

The funding in the amount of \$450,000 received from the settlement agreement, will be appropriated to the General Facilities Capital Project Fund in Capital Improvement Project Document Management System (8665).

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 14

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FACILITIES CAPITAL PROJECT FUND IN CONNECTION WITH RESOLUTION NO. 2024-R0582 FOR CAPITAL IMPROVEMENT PROJECT DOCUMENT MANAGEMENT SYSTEM; 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, THAT:

SECTION 1. The City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2024-25 (Budget Amendment #14) for municipal purposes, as follows:

- I. Accept and appropriate revenue in the amount of \$450,000 for the General Facilities Capital Project Fund from MCCi LLC and Diada LLC per the settlement agreement.
- II. Amend Capital Improvement Project (CIP) 8665, Document Management System, and appropriate \$450,000, from \$215,000 to \$665,000. Funding will be revenue from MCCi LLC and Diada LLC per the settlement agreement.

SECTION 2. A copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. 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:

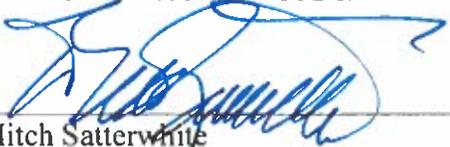
Courtney Paz
City Secretary

APPROVED AS TO CONTENT:



Joe Jimenez
Chief Financial Officer

APPROVED AS TO FORM:



Mitch Satterwhite
First Assistant City Attorney



AI# 13197

Regular City Council Meeting

02/11/2025:

5. 3.

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 12, amending the FY 2024-25 Budget for municipal purposes respecting the Traffic Capital Project Fund; providing for filing; and providing for a savings clause.

Item Summary

- I. Amend Capital Improvement Project 92742, Traffic Signal FY 2021-22 through FY 2025-26 by decreasing funding in the amount of \$281,250.
- II. Accept and appropriate funding in the amount of \$1,040,000 from the Texas Department of Transportation (TxDOT). Funding will be received as a reimbursement to the City of Lubbock.
- III. Establish Capital Improvement Project 92904, Traffic Signal Vehicular and Pedestrian Detection Improvements, and appropriate funding in the amount of \$1,321,250.

The Lubbock Metropolitan Planning Organization (LMPO) approved the 2025-28 Transportation Improvement Program (TIP), and has awarded \$1,300,000 of Category 10 Funding to the City of Lubbock, for improvements to 60 traffic signals within the City. The project funding includes 80% federal participation through TxDOT (\$1,040,000) and 20% local participation of funding (\$260,000). The project total of \$1,321,250 includes an additional \$21,250 for administrative fees that the City will pay TxDOT.

As part of this project, the Traffic Management Department will install enhanced detection systems capable of detecting, classifying, and counting pedestrians, bicyclists, and vehicles, for real time and historical data. In addition, the Department will install Accessible Pedestrian Signals (APS) at each of the 60 signals with audible walk indications.

Fiscal Impact

The total Capital Improvement Project budget amount will be \$1,321,250.

The funding appropriation in the amount of \$281,250 will be from Capital Improvement Project (CIP) 92742, Traffic Signal FY 2021-22 through FY 2025-26. This amount will be transferred to the new CIP, 92904 -Traffic Signal Vehicular and Pedestrian Detection Improvements, created by this Budget Amendment.

The remaining \$1,040,000 will be from TxDOT, as a reimbursement back to the City of Lubbock. This funding will be applied to the new CIP created by the Budget Amendment.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment #12

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING TRAFFIC SIGNAL VEHICULAR AND PEDESTRIAN DETECTION CAPITAL IMPROVEMENT PROJECTS IN THE TRAFFIC CAPITAL PROJECTS FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 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, THAT:

SECTION 1. The City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2024-25 (Budget Amendment #12) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92742, Traffic Signal FY 2021-22 through FY 2025-26 by decreasing the funding and appropriation in the amount of \$281,250. The funding will be moved to Capital Improvement Project 92904, Traffic Signal Vehicular and Pedestrian Detection Improvements.
- II. Accept and appropriate funding in the amount of \$1,040,000 from the Texas Department of Transportation. Funding will be received as a reimbursement to the City of Lubbock and applied to Capital Improvement Project 92904, Traffic Signal Vehicular and Pedestrian Detection Improvements.
- III. Establish Capital Improvement Project 92904, Traffic Signal Vehicular and Pedestrian Detection Improvements, and appropriate funding in the amount of \$1,321,250.

SECTION 2. A copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. 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:



Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:



Mitch Sauterwhite, First Assistant City Attorney



AI# 13202

Regular City Council Meeting

02/11/2025:

5. 4.

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 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcel 21), on 82nd Street between Avenue B and Ash Avenue, to be utilized for the 2022 Street Bond Project.

Item Summary

With the widening of 82nd Street from I-27 to Martin Luther King Jr. Boulevard, the following street dedication will allow for the construction of the arterial. Alfred and Amy Mendez and Rosa Elia Mendez De Chavez, are dedicating right-of-way on 82nd Street, between Avenue B and Ash Avenue, to the City of Lubbock.

The proponents will dedicate 7,981 square feet of land for street right-of-way purposes, for \$17,557.20 plus \$1,369.00 as compensation, for the improvements located within the proposed acquisition area, for a total of \$18,926.20, plus closing costs.

Fiscal Impact

The cost of the land acquisition is \$18,926.20 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

John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution - 82ndSt. parcel 21

P21_Deed_1.17.2025

GIS map - 82ndSt. parcel 21

CIP Spreadsheet - (92825) - 1-24-2025 P21, P26, P27

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 8, Block E of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 21), to be utilized for the 2022 Street Bond 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:

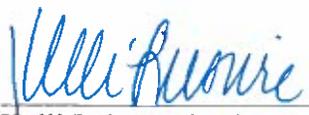
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant 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. 21**

**111 & 113 East 82nd Street, Lubbock, TX 79404
0.18 acres out of 0.59 acres (Tract 1) and 0.59 acres (tract 2), Section 8, Block E, GC & SF
RR Survey, City of Lubbock, Lubbock County, Texas**

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

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

GRANTOR is retaining title to the following improvements ("Retained Improvements") located on the Property, to wit: Fence Panel.

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 16 day of Jan, 2024 by Amy Mendez, a married woman. The acknowledging person personally appeared by:

physically appearing before me.

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



Savana Pena
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 4/11/2028

ACKNOWLEDGEMENT

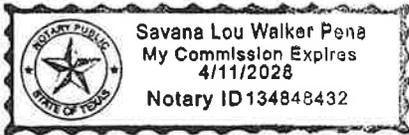
STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 16 day of Jan, 2024 by Rosa Elia Mendez De Chavez, a widow. 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.



Savana Pena
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 4/11/2028

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

WITNESS MY HAND this 16 ~~15th~~ day of January ~~Jan~~, 2024 ^{2025 SP}

GRANTORS:

Alfred Mendez and wife, Amy Mendez and Rosa Elia Mendez De Chavez, a widow

[Signature]
BY: Alfred Mendez

[Signature]
BY: Amy Mendez

[Signature]
BY: Rosa Elia Mendez De Chavez

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 16 day of Jan, 2024 by Alfred Mendez, a married man. The acknowledging person personally appeared by:

physically appearing before me.

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



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 4/11/2028

EXHIBIT "A"

DESCRIPTION – PARCEL 21

Field notes describing a 0.18 acre Right-of-Way out of a called 0.59 acre tract (Tract 1) and a called 0.59 acre tract (Tract 2) of land located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 0.18 acre tract of land out of a called 0.59 acre tract of land described as Tract 1 and a called 0.59 acre tract of land described as Tract 2 in a Warranty Deed to Alfred Mendez and Rosa Elia Mendez De Chavez recorded in County Clerk File Number 2017041051, Official Public Records, Lubbock County, Texas, located in Section 8, 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 1/2 inch iron rod (N: 7,253,517.81', E: 951,912.61') found for the northeast corner of this tract on the south line of a Lubbock County Right-of-Way easement for 82nd Street as described in a deed recorded as Volume 500, Page 641, Official Public Records, Lubbock County, Texas, and on the common east line of said Tract 1 and west line of a called 0.59 acre tract described in a Warranty Deed to Paul J. Hodges recorded in Volume 1856, Page 681, Official Public Records, Lubbock County, Texas, from which a Railroad Spike (N: 7,253,537.48', E: 952,252.99') found for the northeast corner of said Section 8 bears North 01°44'58" East, 30.01 feet and South 88°15'27" East, 339.62 feet;

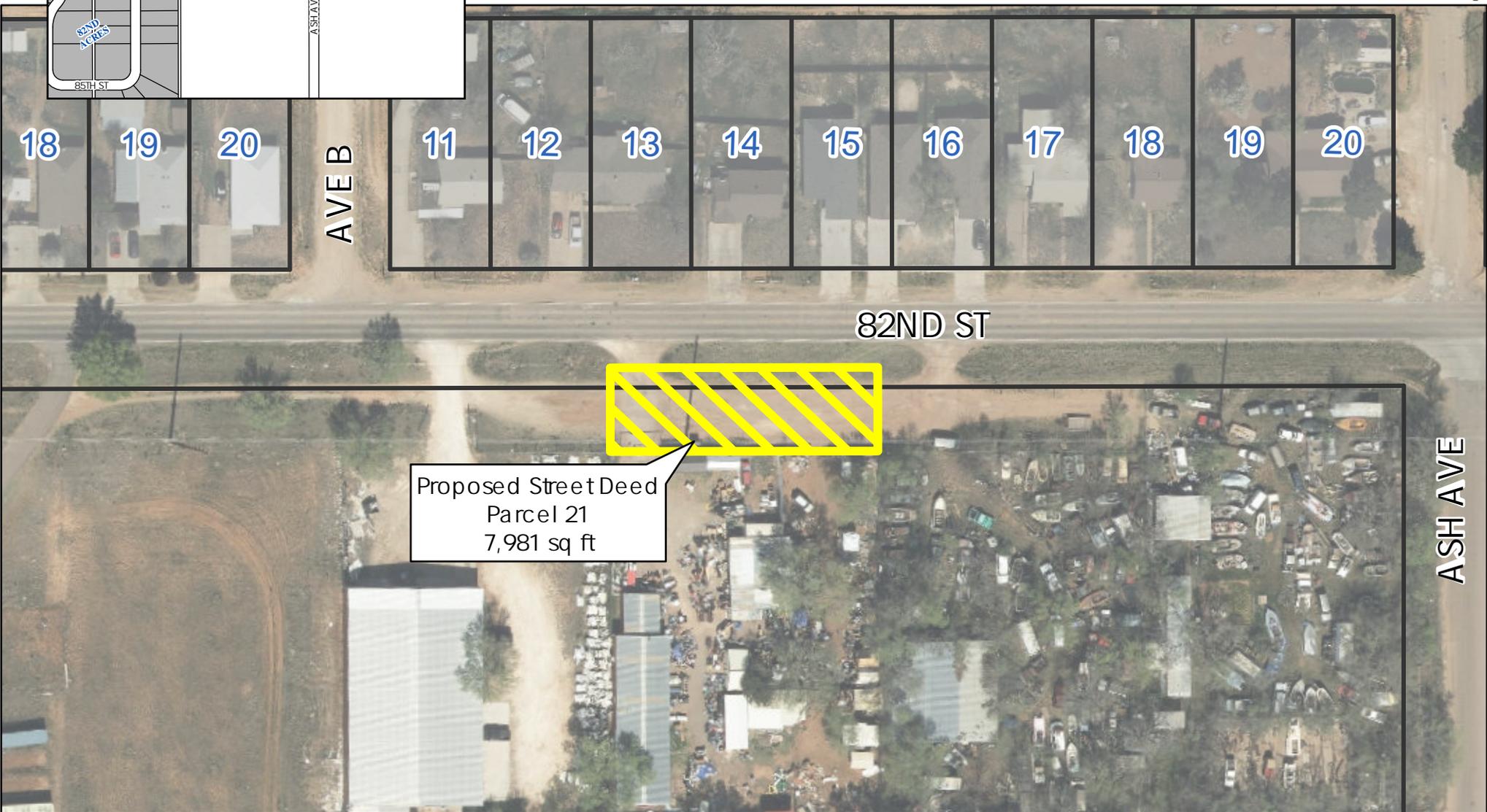
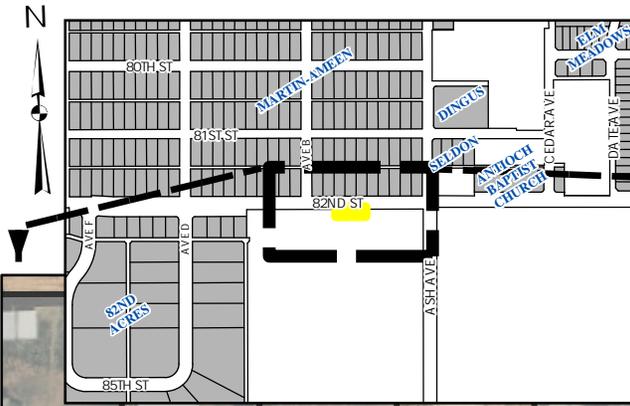
THENCE South 01°44'58" West, along said common line, a distance of **49.87 feet** to a 1/2 inch MAGNAIL with washer stamped "Cobb Fendley Boundary" set for the southeast corner of this tract;

THENCE North 88°15'27" West, at 80.02 feet pass the common west line of said Tract 1 and east line of said Tract 2, and continuing for a total distance of **160.03 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" (N: 7,253,472.83', E: 951,751.13') set for the southwest corner of this tract on the common west line of said Tract 2 and east line of a called 0.625 acre tract described in a Warranty Deed to 67th and Salem, LLC, recorded in County Clerk File Number 2015037513, Official Public Records, Lubbock County, Texas;

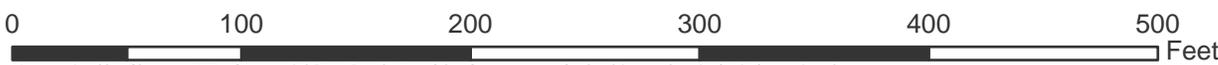
THENCE North 01°44'58" East, along said common line, a distance of **49.87 feet** to a 1/2 inch iron rod found for the northwest corner of this tract on the south line of said Lubbock County Right-of-Way easement;

THENCE South 88°15'27" East, along the south line of said Lubbock County Right-of-Way easement, at 80.01 feet pass the common east line of said Tract 2 and west line of said Tract 1 and continuing for a total distance of **160.03 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.18 acre (7,981 square feet) of land.

Proposed Street, Public Use, and Right of Way Deed 82nd Street and MLK Jr. Boulevard, 2022 Street Bond Project Located in Section 8, Block E



Proposed Street Deed
Parcel 21
7,981 sq ft



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

**City of Lubbock, TX
Capital Project
Project Cost Detail
February 11, 2025**

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

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff Time	\$ 17,625
Contract 17088 with LAN for Design Services on 82nd and MLK	3,424,877
Playa Lake 82 Land Purchase	700,000
Parcel 30 Land Purchase	128,540
Parcel 17 Land Purchase	500
Parcel 16 Land Purchase	500
Parcel 34 Land Purchase	59,216
Parcel 10 Land Purchase	2,802
Parcel 28 Land Purchase	80,410
Parcel 35 Land Purchase	35,000
Parcel 33 Land Purchase	99,907
Parcel 1 Land Purchase	45,776
Amendment 1 to Contract 17088	-
Parcel 2 Land Purchase	500
Parcel 23 Land Purchase	35,335
Parcel 29 Land Purchase	295,242
Parcel 3 Land Purchase	500
Parcel 4 Land Purchase	2,000
Parcel 32 Land Purchase	234,377
<i>Agenda Items, February 11th, 2025</i>	
Parcel 21 Land Purchase	18,926
Parcel 26 Land Purchase	39,999
Parcel 27 Land Purchase	19,999
<i>Encumbered/Expended To Date</i>	5,242,031
<i>Estimated Costs for Remaining Appropriation</i>	
Purchase of Land and Roadway Construction	457,969
<i>Remaining Appropriation</i>	457,969
Total Appropriation	\$ 5,700,000



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



AI# 13203

Regular City Council Meeting

02/11/2025:

5. 5.

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution 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 properties located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcels 26 & 27), on 82nd Street from I-27 to Martin Luther King, Jr. Boulevard, to be utilized for the 2022 Street Bond Project.

Item Summary

With the widening of 82nd Street from I-27 to Martin Luther King, Jr. Boulevard, the following street dedications will allow for the construction of the arterial. R&D Terrell Properties, LLC is dedicating right-of-way on 82nd Street between Cedar Avenue and Elm Avenue while Arlin Dean Terrell is dedicating right-of-way on 82nd Street between Date Avenue and Elm Avenue. The table below summarizes the two parcels.

PARCEL NO. /SIZE	GRANTOR	LOCATION	DESCRIPTION	COMPENSATION
Parcel 26 9,395 square feet	R&D Terrell Properties, LLC	82nd Street between Cedar Avenue & Elm Avenue	Land Improvements	\$34,707 \$5,292 Plus closing costs
				\$39,999
Parcel 27 4,666 square feet	Arlin Dean Terrell	82nd Street between Date Avenue & Elm Avenue	Land Improvements	\$10,531 \$9,468 Plus closing costs
TOTAL				\$19,999

Fiscal Impact

The cost of the land acquisition is \$59,998 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

John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Parcel 26 & 27 Resolution
P26_Deed_Signed

P27_Deed_Signed

GIS Map Parcel 26

GIS map Parcel 27

CIP Spreadsheet - (92825) - 1-24-2025 P21, P26, P27

Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock two (2) street, public use, and right-of-way deeds in connection with certain real properties located in Section 7, Block E of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcels 26 & 27), to be utilized for the 2022 Street Bond 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.

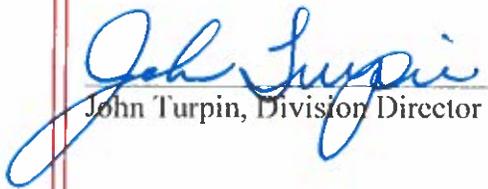
Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant 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. 26
312 E. 82nd Street, Lubbock, TX 79404
0.22 acres out of Section 7, Block E, GC & SF RR Survey**

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 **R&D TERRELL PROPERTIES, 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 **him/her** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

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.

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 3 day of January, 2025

GRANTOR:

R&D TERRELL PROPERTIES, LLC
a Texas Limited Liability Company
Robin Terrell

By: Robin Terrell, Managing Member

ACKNOWLEDGEMENT

STATE OF New Mexico
COUNTY OF Lee

This instrument was acknowledged before me on the 3rd day of January, 2025 by Robin Terrell, Managing Member of R & D Terrell Properties, LLC, a Texas Limited Liability Company on behalf of said 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.

STATE OF NEW MEXICO
NOTARY PUBLIC
BELIA FLORES
COMMISSION NUMBER 1096975
EXPIRATION DATE 08-02-2025

Belia Flores

NOTARY PUBLIC, STATE OF NM
My Commission Expires: 8/2/25

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

EXHIBIT "A"

DESCRIPTION – PARCEL 26

Field notes describing a 0.22 acre Right-of-Way out of a called 4.243 acre of land located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 0.22 acre tract of land out of a called 4.243 acre tract described in a Warranty Deed with Vendor's Lien to R&D Terrell Properties, LLC., recorded in County Clerk File Number 2010032659, 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 Point (N: 7,253,449.43', E: 953,381.44') for the northeast corner of this tract and being the same as the northwest corner of a tract of land described as the east 159.33 feet of Lot 9, in a Special Assumption Warranty Deed to Arlin Dean Terrell, recorded as County Clerk File Number 2004037301, Official Public Records, Lubbock County, Texas, on the south line of a 50 feet wide right-of-way for 82nd Street described in Volume 1498, Page 959, Official Public Records, Lubbock County, Texas, from which a Railroad Spike (N: 7,253,537.48', E: 952,252.99') found for the northwest corner of said Section 7, bears North 01°57'59" East, 50.34 feet and North 88°05'16" West, 1,130.81 feet, and a Cotton Spindle found for the southeast corner of the plat limits of the Elms Meadows Addition, recorded in County Clerk File Number 2023001344, Official Public Records, Lubbock County, Texas, bears North 01°57'59" East, 50.34 feet and South 88°05'16" East, 189.09 feet;

THENCE South 01°57'59" West, along the common east line of said called 4.243 acres tract and west line of said east 159.33 feet of Lot 9, a distance of **29.38 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" set for the southeast corner of this tract;

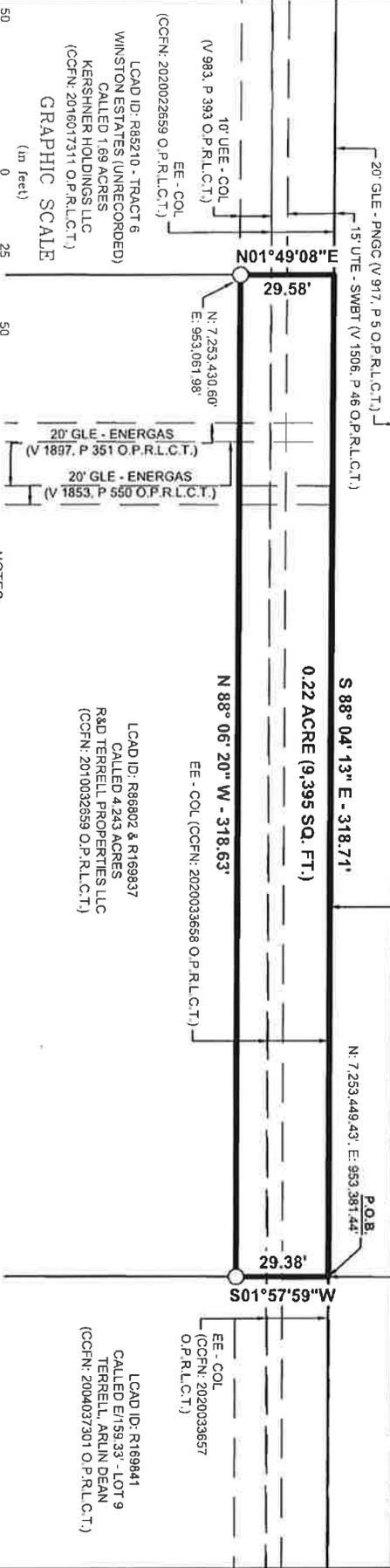
THENCE North 88°06'20" West, a distance of **318.63 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" (N: 7,253,430.60', E: 953,061.98') set on the common west line of said 4.243 acre tract and east line of a called 1.69 acre tract described as Tract 6, Winston Estates, an unrecorded subdivision, in a Special Warranty Deed to Kershner Holdings, LLC., recorded as County Clerk File Number 2016017311, Official Public Records, Lubbock, Texas;

THENCE North 01°49'08" East, along said common line, a distance of **29.58 feet** to a Point for the northwest corner of this tract and being the same as the northwest corner of said called 4.243 acre tract and northeast corner of said Tract 6, on the south line of said 82nd Street;

THENCE South 88°04'13" East, along the common north line of said called 4.243 acre tract and south line of said 82nd Street, a distance of **318.71 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.22 acre (9,395 square feet) of land.

EXHIBIT "A"

SECTION 6, BLOCK E
SECTION 7, BLOCK E



- LEGEND**
- P.O.B. = POINT OF BEGINNING
 - I.R. = IRON ROD
 - EE = ELECTRICAL EASEMENT
 - GE = 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\"/>



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 Gfd 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 Gfd 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.

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



DATE:	04/29/2024	SCALE:	1" = 50'
DRAWN BY:	JLF	CHECKED BY:	JLF
SHEET NO.	3	JOB NUMBER:	2302-019-01
SHEET ID:	2302-019-01-PARCEL 26.dwg		

PARCEL 26

A 0.22 ACRE (9,395 Sq. Ft.) RIGHT-OF-WAY OUT OF A CALLED 4.243 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

© copyright Cobb, Fansler & Associates, Inc.

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. 27
316 82nd Street, Lubbock, TX 79404
0.11 acres out of Section 7, Block E, Lot 9, GC & SF RR Co. Survey**

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 **ARLIN DEAN TERRELL, a single person**, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to him 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".

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.

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 10 day of Jan., 2025

GRANTOR:

Arlin Dean Terrell
Arlin Dean Terrell, a single person

ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Nueces.

This instrument was acknowledged before me on the 10th day of January, 2025
by Arlin Dean Terrell.

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.



Jacquelyn P. Rios
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 06/30/2026

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

EXHIBIT "A"

DESCRIPTION – PARCEL 27

Field notes describing a 0.11 acre Right-of-Way out of a tract of land described as the East 159.33 feet of Lot 9 located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 0.11 acre tract of land out of a tract described as the east 159.33 feet of Lot 9 in a Special Assumption Warranty Deed to Arlin Dean Terrell, recorded as County Clerk File Number 2004037301, 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 Point (N: 7,253,449.43', E: 953,381.44') for the northwest corner of this tract and being the same as the northwest corner of said east 159.33 feet of Lot 9, and northeast corner of a called 4.243 acre tract described in a Warranty Deed with Vendor's Lien to R&D Terrell Properties, LLC., recorded in County Clerk File Number 2010032659, Official Public Records, Lubbock County, Texas, on the south line of a 50 feet wide right-of-way for 82nd Street described in Volume 1498, Page 959, Official Public Records, Lubbock County, Texas, from which a Railroad Spike (N: 7,253,537.48', E: 952,252.99') found for the northwest corner of said Section 7, bears North 01°57'59" East, 50.34 feet and North 88°05'16" West, 1,130.81 feet;

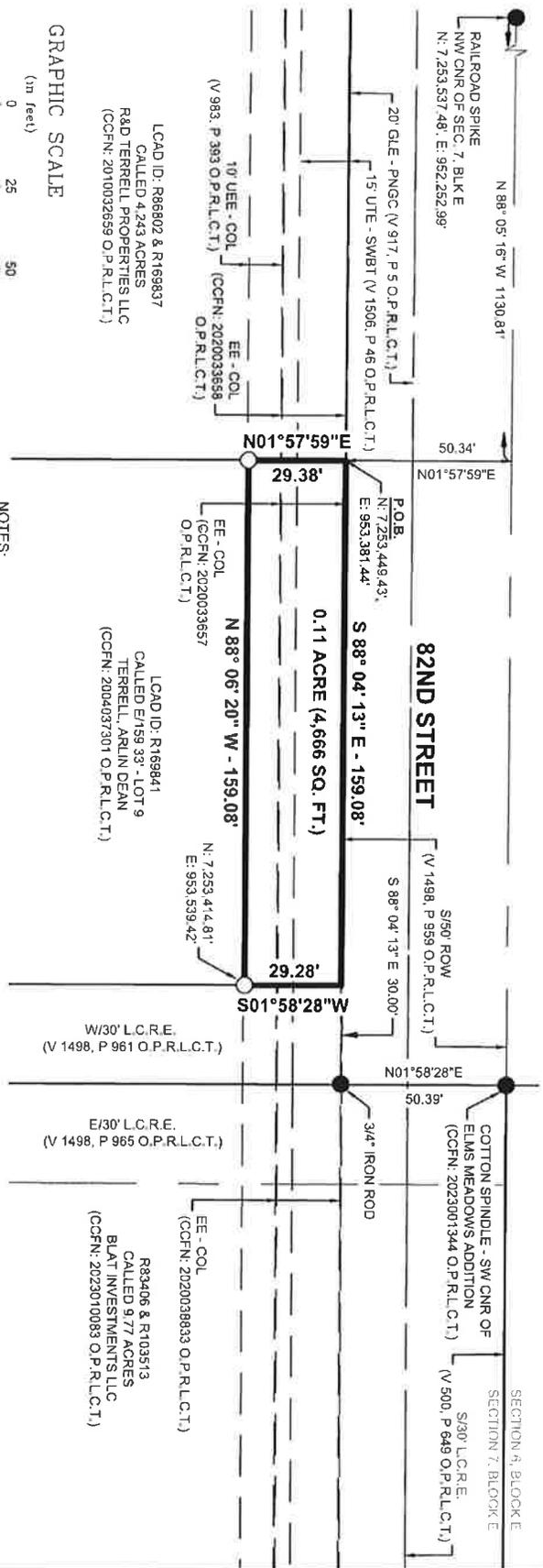
THENCE South 88°04'13" East, along the common north line of said east 159.33 feet of Lot 9 and south line of said 82nd Street, a distance of **159.08 feet** to a Point for the northeast corner of this tract and being the same as the northeast corner of said east 159.33 feet of Lot 9, and northwest corner of a Lubbock County right-of-way easement described in Volume 1498, Page 961, Official Public Records, Lubbock County, Texas, from which a 3/4 inch iron rod found for the northeast corner of said Lubbock County right-of-way easement and southeast corner of said described right-of-way for 82nd Street bears South 88°04'13" East, 30.00 feet, and a Cotton Spindle found for the southeast corner of the plat limits of the Elms Meadows Addition, recorded in County Clerk File Number 2023001344, Official Public Records, Lubbock County, Texas, bears North 01°58'28" East, 50.39 feet from said 3/4 inch iron rod;

THENCE South 01°58'28" West, along the common east line of said east 159.33 feet of Lot 9 and west line of said Lubbock County right-of-way easement, a distance of **29.28 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" (N: 7,253,414.81', E: 953,539.42') set for the southeast corner of this tract;

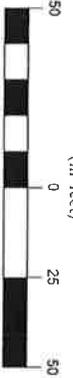
THENCE North 88°06'20" West, a distance of **159.08 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" set for the southwest corner of this tract in the common west line of said east 159.33 feet of Lot 9 and east line of said called 4.243 acre tract;

THENCE North 01°57'59" East, along said common line, a distance of **29.38 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.11 acre (4,666 square feet) of land.

EXHIBIT "A"



GRAPHIC SCALE
(in feet)



1 inch = 50 ft.

- 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")
 - = EASEMENT LINE
 - = PROPERTY LINE
 - = ADJOINING PROPERTY LINE
 - = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE



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.

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



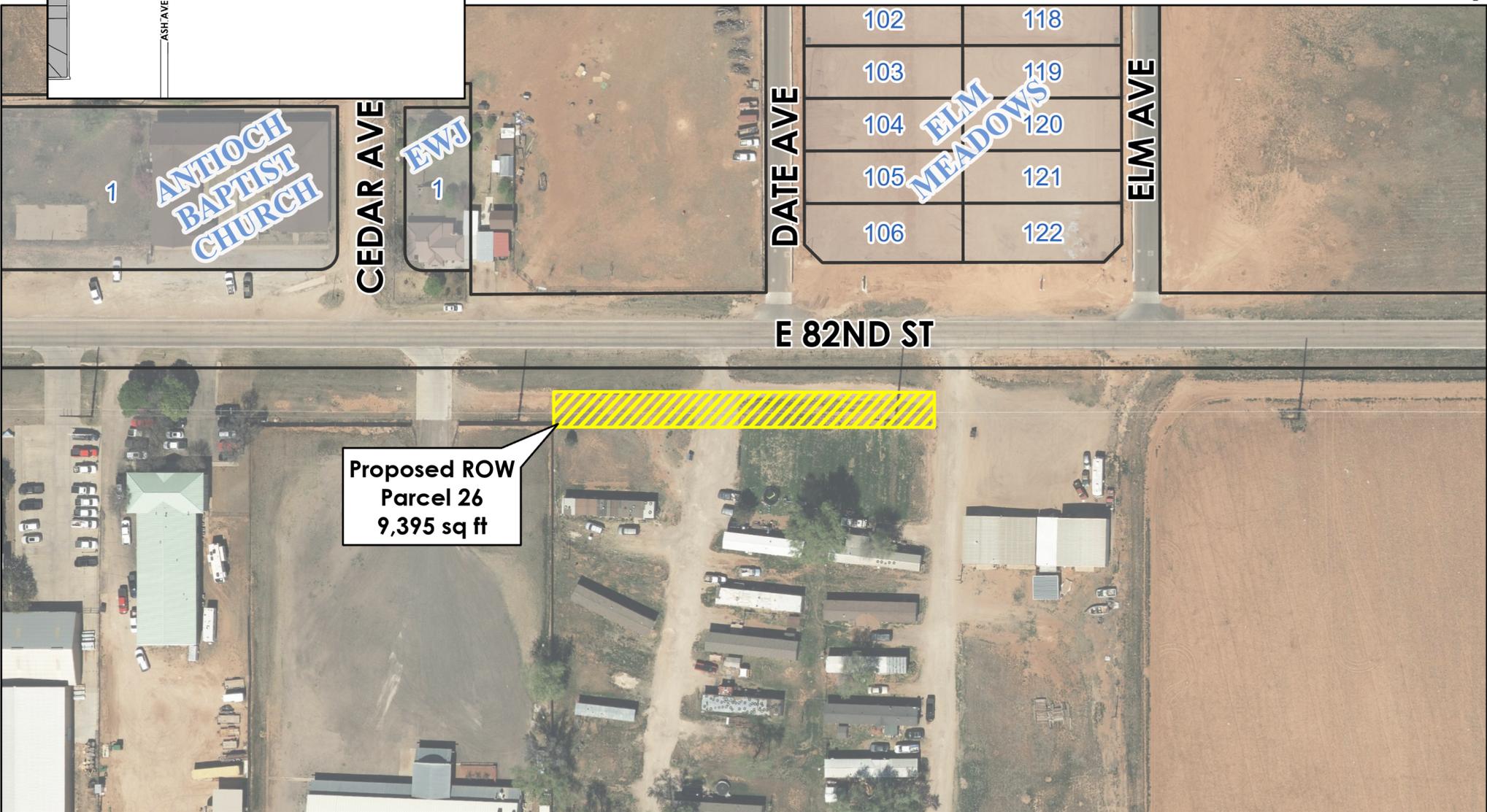
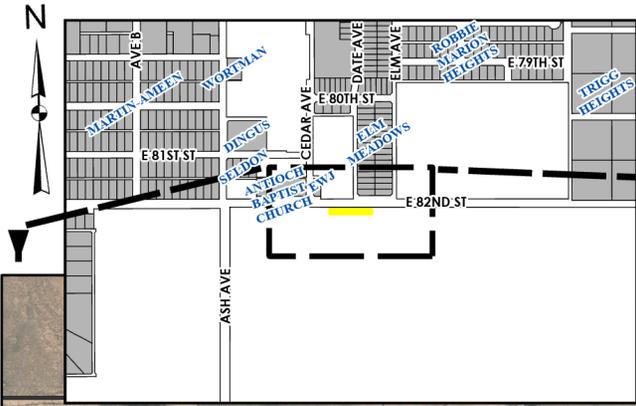
PARCEL 27

A 0.11 ACRE (4,666 Sq. Ft.) RIGHT-OF-WAY OUT OF THE EAST 159.33 FEET OF "LOT 9" LOCATED IN SECTION 7, BLOCK E, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.



TBP&L's Land Surveying Firm Registration No. 10046700
 7727 Quaker Avenue, Suite A, Lubbock, Texas 79424
 Phone: 806.993.0071 | www.cobbendley.com

Proposed Street, Public Use, and Right of Way Deed Located in Section 7, Block E

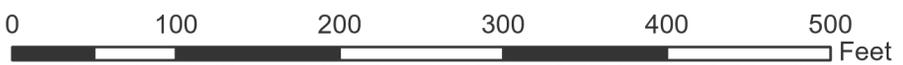
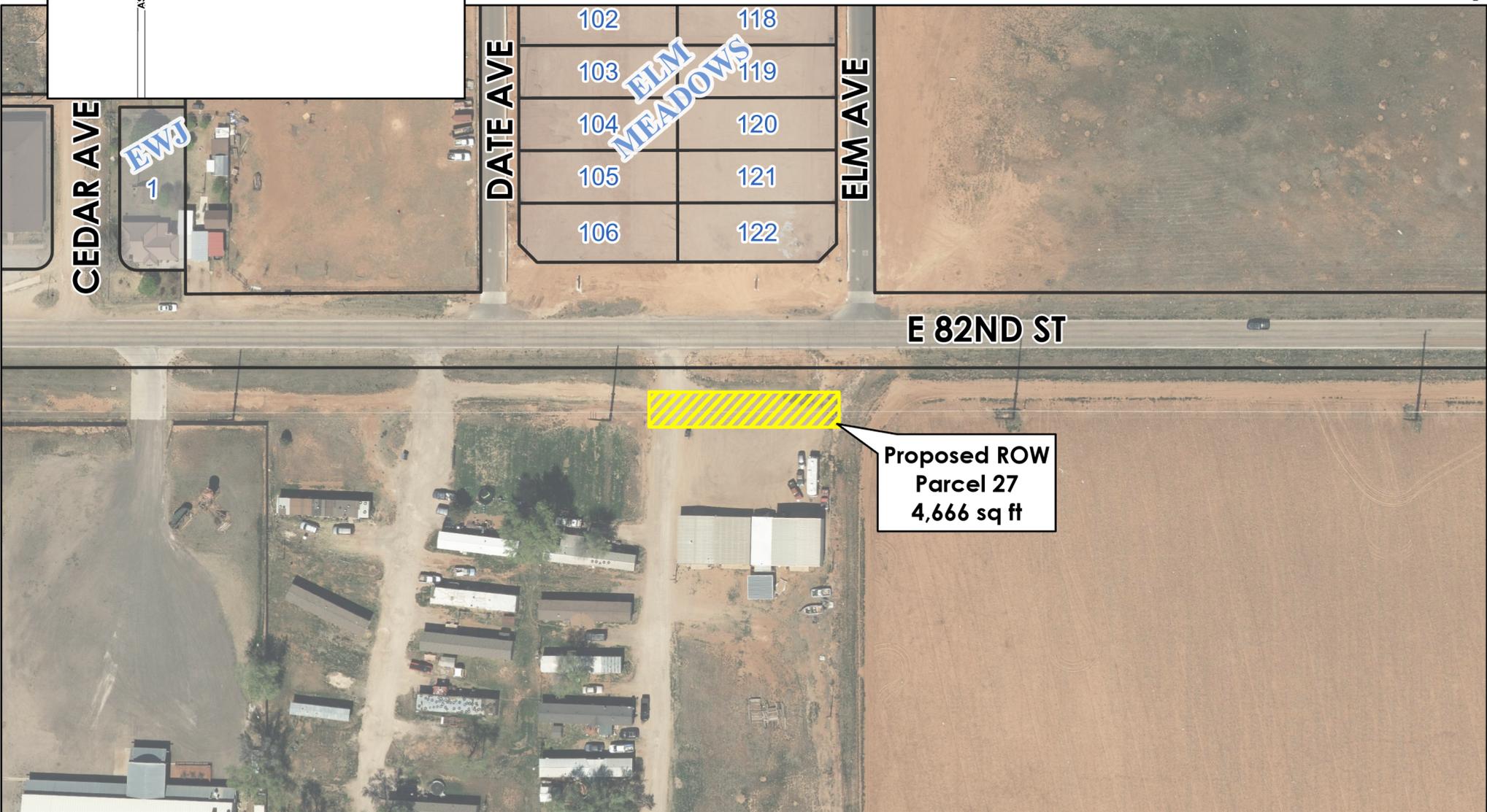
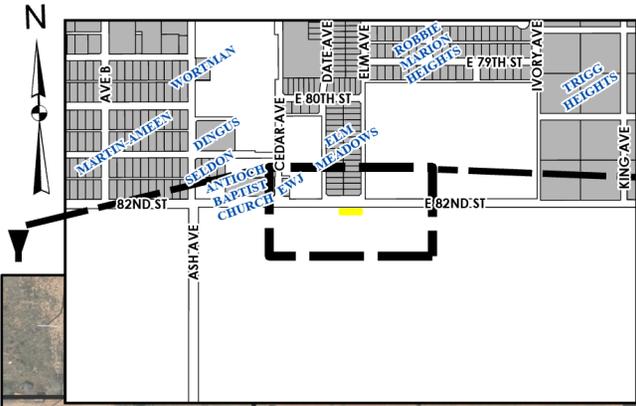


**Proposed ROW
Parcel 26
9,395 sq ft**



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.

Proposed Street, Public Use, and Right of Way Deed Located in Section 7, Block E



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

**City of Lubbock, TX
Capital Project
Project Cost Detail
February 11, 2025**

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

<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff Time	\$ 17,625
Contract 17088 with LAN for Design Services on 82nd and MLK	3,424,877
Playa Lake 82 Land Purchase	700,000
Parcel 30 Land Purchase	128,540
Parcel 17 Land Purchase	500
Parcel 16 Land Purchase	500
Parcel 34 Land Purchase	59,216
Parcel 10 Land Purchase	2,802
Parcel 28 Land Purchase	80,410
Parcel 35 Land Purchase	35,000
Parcel 33 Land Purchase	99,907
Parcel 1 Land Purchase	45,776
Amendment 1 to Contract 17088	-
Parcel 2 Land Purchase	500
Parcel 23 Land Purchase	35,335
Parcel 29 Land Purchase	295,242
Parcel 3 Land Purchase	500
Parcel 4 Land Purchase	2,000
Parcel 32 Land Purchase	234,377
<i>Agenda Items, February 11th, 2025</i>	
Parcel 21 Land Purchase	18,926
Parcel 26 Land Purchase	39,999
Parcel 27 Land Purchase	19,999
<i>Encumbered/Expended To Date</i>	5,242,031
<i>Estimated Costs for Remaining Appropriation</i>	
Purchase of Land and Roadway Construction	457,969
<i>Remaining Appropriation</i>	457,969
Total Appropriation	\$ 5,700,000



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



AI# 13153

Regular City Council Meeting

02/11/2025:

5. 6.

Information

Agenda Item

Ordinance 1st Reading - Engineering: Consider an ordinance amending Chapter 39.04.014 of the City of Lubbock Code of Ordinances, regarding the maintenance of drainage easements.

Item Summary

As development occurs, drainage easements are often necessary to legally convey stormwater discharge from one lot or tract to another, as the stormwater travels to a playa lake, public street, or another feature. When property owners dedicate stormwater drainage easements to the City, the ownership of the land and the responsibility of maintenance of the easement remains with the owner.

Prior to the adoption of Chapter 39 - Unified Development Code (UDC), drainage easements were regulated by Chapter 38 - Subdivision Regulations. The process of dedicating stormwater drainage easements and the responsibility of maintenance did not change with the adoption of the UDC; however, this amendment would restore some of the language to allow for greater transparency to landowners regarding the ownership and maintenance responsibilities that accompany drainage easements.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE (ORDINANCE NO. 2023-O0054), AMENDING SECTIONS 39.04.014 AND 39.10.002 REGARDING STORMWATER DRAINAGE AREA MAINTENANCE AND EASEMENTS AND TO ADD A DEFINITION INCLUDED IN AMENDMENTS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the City of Lubbock is responsible for the oversight of the city’s stormwater system and the permit for said system, the Municipal Separate Storm Sewer System (MS4), issued by the Texas Commission on Environmental Quality (TCEQ); and

WHEREAS, as part of said oversight, city staff finds this amendment necessary in order to thoroughly delineate some of the maintenance responsibility for certain drainage areas, as well as require easements for those drainage areas;

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

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

SECTION 1. THAT Section 39.04.014 of the UDC, City of Lubbock, Texas (Ordinance No. 2023-O0054) is hereby amended by adding section 39.04.014(k) which shall read:

k. Maintenance and Easement. When a cul-de-sac, dead-end street, or drainage easement abuts another lot or tract, the subdivider shall record an easement for the drainage area(s) in which the subdivider/owner retains the perpetual responsibility for keeping the easement area free of debris and sediment, mowed, and at the correct grade in order that the stormwater flow shall be maintained as designed.

The easement herein shall be a minimum of ten (10) feet, unless the Design Engineer makes a determination that a larger easement is necessary for the drainage plan for the subdivision, and shall be adjacent to the street, alley, or property line. The required easement shall be shown on the face of the plat.

SECTION 2. THAT Section 39.10.002 of the UDC, City of Lubbock, Texas is hereby amended by adding the following definition in alphabetical order, which shall read:

Design Engineer means the professional engineer responsible for the design of water, sewer, paving and/or drainage improvements.

SECTION 3. THAT a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Ccdocs://Ordinance Amending UDC stormwater drainage area maintenance
1.31.25



AI# 13201

Regular City Council Meeting

02/11/2025:

5.7.

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract 17870, with Utility Contractors of America, Inc., for services related to Waterline Change Out Phase 6.

Item Summary

The purpose of this project is to replace aging water infrastructure in various areas of Lubbock, in order to prevent leaks, system failures, emergency maintenance, and customer inconvenience. On March 26, 2024 the City Council awarded Contract 17870 to Utility Contractors of America (UCA), in the amount of \$1,969,403.

Change Order No.1 removes two (2) alleys originally slated for replacement that were found to already have improvements installed. At the request of the Public Works Staff, five (5) new alleys experiencing water service issues have been added to the project. The net change in contract price will be an additional cost of \$397,356, resulting in a revised contact price of \$2,366,759, with an additional 210-day time extension for substantial completion.

Staff recommends award of Change Order No. 1 to Contract 17870, with Utility Contractors of America, Inc., for an additional \$397,356, with an additional 210 days for substantial completion.

Fiscal Impact

Change Order No. 1 to Contract 17870 for \$397,356 is funded in the following Capital Improvement Projects (CIP).

- CIP 92749 Water Line Replacement FY 2021 will fund the base bid in the amount of \$349,581.
- CIP 92877 Water Line Looping will fund the Looping Alternate in the amount of \$48,375.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution 17870

Change Order 1

Original Contract

Location Map

CIP Spreadsheet

Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 01 to that certain Contract No. 17870 by and between the City of Lubbock and Utility Contractors of America, Inc. for the waterline change out Phase 6 project as per RFP 24-17870-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: 17870	Contractor: Utility Contractors of America
Change Order No: 1	Contract Title: Waterline Change out Phase 6.
Bid/RFP No: RFP 24-17870-TF	Project No: 92749.9241.30000

“Change Order” means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to “Estimated Quantities” to a line item in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary):

Two alleys originally slated to be replaced in Water Line Change Out Phase 6 were found in the field to already have waterline improvements installed; these alleys are being removed from the scope of work. At the request of public works staff, multiple alleys that have experienced water service issues have been added to the project. This amendment adds both cost and time to the project.

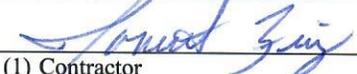
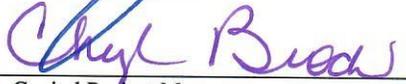
Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations 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:	\$ 1,969,403.00
B.	AMOUNT OF THIS CHANGE ORDER: <small>Note: Council approval required if (+/-) \$50,000</small>	\$ 397,356.00
	<small>COST CENTER: 92749 ACCOUNT: 9241.30000</small>	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	20.18%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	\$ 397,356.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	20.18%
G.	NEW CONTRACT AMOUNT (A+E):	\$ 2,366,759.00

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures (please sign in order and return 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department):

 _____ (1) Contractor	1/22/25 _____ Date	 _____ (2) Project Architect/Engineer	01/22/2025 _____ Date
 _____ (3) Owner's Representative	1/24/25 _____ Date	 _____ (4) Director of Purchasing & Contract Management	01/27/2025 _____ Date
 _____ (5) Capital Project Manager	1/27/25 _____ Date	 _____ (6) City Attorney	1-27-25 _____ 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 #: _____	

RFP 24-17870-TF					
Project: Ph. 6 Change Order Items Deleted		Preliminary Cost Estimate			
Department: Engineering Services - CIP		QTY	Unit	Unit Price	Extended Amount
Water Improvements					
1	Trench Safety - Complete and furnish in place	2,656	LF	\$ 2.00	\$ 5,312.00
2	Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested herein specified, including all fittings, equipment, tools, and labor to perform work.	2656	LF	\$ 66.00	\$ 175,296.00
3	Furnish and install 8" X 6" Tapping Sleeve and Valve, as herein specified, including all equipment, tools, and labor to perform work	1	EA	\$ 4,600.00	\$ 4,600.00
4	Furnish and install 6" X 4" Tapping Sleeve and Valve, as herein specified, including all equipment, tools, and labor to perform work	0	EA	\$ 4,500.00	\$ -
5	Furnish and Install 6" Gate Valve and Box, as herein specified, including all equipment, tools, and labor to perform work.	4	EA	\$ 2,750.00	\$ 11,000.00
6	Furnish and Install 8" Gate Valve and Box, as herein specified, including all equipment, tools, and labor to perform work.	1	EA	\$ 4,475.00	\$ 4,475.00
7	Furnish and install 6" Inserta Valve, as herein specified, Including all equipment, tools, and labor to perform work.	0	EA	\$ 12,000.00	\$ -

8	Furnish and install 8" Inserta Valve , as herein specified, Including all equipment, tools, and labor to perform work.	0	EA	\$ 16,000.00	\$ -
9	Furnish and reconnect 3/4"-2" service lines as herein specified, including all equipment, tools, and labor to perform work.	76	EA	\$ 2,600.00	\$ 197,600.00
10	Cut, plug, and abandon 2" Water Line , as herein specified, including all equipment, tools, and labor to perform work.	4	EA	\$ 1,600.00	\$ 6,400.00
11	Cut, plug, and abandon 4" Water Line , as herein specified, including all equipment, tools, and labor to perform work.	0	EA	\$ 1,700.00	\$ -
12	Tie in to to existing water Line , complete and in place per Specifications.	0	EA	\$ 3,900.00	\$ -
Paving Repair					
14	Saw cut and remove existing asphalt paving , including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	14	SY	\$ 65.00	\$ 910.00
15	Repair Asphalt Paving , including all material, equipment and labor to perform sub grade compaction and testing. HMAc installation per COL Specifications and all other work considered incidental to this item.	14	SY	\$ 110.00	\$ 1,540.00
16	Saw cut and remove existing concrete alley, sidewalk, curb and gutter , including all material, equipment, and labor to perform removal, disposal and all other work considered incidental to this item	0	SY	\$ 38.00	\$ -
17	Repair concrete ally, sidewalk, curb and gutter , including all amterial, equipment and labor to perform sub grade compaction and testing. Installation per COL specifications and all other work considered incidental to this item.	0	SY	\$ 95.00	\$ -
18	Flowable backfill as approved , complete and in place per specfications	5	CY	\$ 165.00	\$ 825.00
				Extended Total	\$ 407,958.00

RFP 24-17870-TF						
Project: Ph. 6 Change Order Items Added			Preliminary Cost Estimate			
Department: Engineering Services - CIP			QTY	Unit	Unit Price	Extended Amount
Water Improvements						
1	Trench Safety - Complete and furnish in place	3,585	LF	\$ 2.00	\$ 7,170.00	
2	Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested herein specified, including all fittings, equipment, tools, and labor to perform work.	3,585	LF	\$ 66.00	\$ 236,610.00	
3	Furnish and install 10" X 6" Tapping Sleeve and Valve, as herein specified, including all equipment, tools, and labor to perform work	3	EA	\$ 4,200.00	\$ 12,600.00	
5	Furnish and install 6" X 4" Tapping Sleeve and Valve, as herein specified, including all equipment, tools, and labor to perform work	2	EA	\$ 4,500.00	\$ 9,000.00	
6	Furnish and Install 6" Gate Valve and Box, as herein specified, including all equipment, tools, and labor to perform work.	7	EA	\$ 2,750.00	\$ 19,250.00	
7	Furnish and Install 8" Gate Valve and Box, as herein specified, including all equipment, tools, and labor to perform work.	1	EA	\$ 4,475.00	\$ 4,475.00	

8	Furnish and install 6" Inserta Valve , as herein specified, Including all equipment, tools, and labor to perform work.	1	EA	\$ 12,000.00	\$ 12,000.00
9	Furnish and install 8" Inserta Valve , as herein specified, Including all equipment, tools, and labor to perform work.	1	EA	\$ 16,000.00	\$ 16,000.00
10	Furnish and reconnect 3/4"-2" service lines as herein specified, including all equipment, tools, and labor to perform work.	62	EA	\$ 2,600.00	\$ 161,200.00
11	Cut, plug, and abandon 2" Water Line , as herein specified, including all equipment, tools, and labor to perform work.	11	EA	\$ 1,600.00	\$ 17,600.00
12	Cut, plug, and abandon 4" Water Line , as herein specified, including all equipment, tools, and labor to perform work.	1	EA	\$ 1,700.00	\$ 1,700.00
13	Tie in to to existing water Line , complete and in place per Specifications.	4	EA	\$ 3,900.00	\$ 15,600.00
Paving Repair					
14	Saw cut and remove existing asphalt paving , including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	118	SY	\$ 65.00	\$ 7,670.00
15	Repair Asphalt Paving , including all material, equipment and labor to perform sub grade compaction and testing. HMAC installation per COL Specifications and all other work considered incidental to this item.	118	SY	\$ 110.00	\$ 12,980.00
16	Saw cut and remove existing concrete alley, sidewalk, curb and gutter , including all material, equipment, and labor to perform removal, disposal and all other work considered incidental to this item	28	SY	\$ 38.00	\$ 1,064.00
17	Repair concrete ally, sidewalk, curb and gutter , including all material, equipment and labor to perform sub grade compaction and testing. Installation per COL specifications and all other work considered incidental to this item.	28	SY	\$ 95.00	\$ 2,660.00

18	Flowable backfill as approved , complete and in place per specifications	165	CY	\$ 165.00	\$ 27,225.00
Looping Alternate					
1	Trench Safety - Complete and furnish in place	210	LF	\$ 2.00	\$ 420.00
2	Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench , backfilled to 95% compaction, and tested herein specified, including all fittings, equipment, tools, and labor to perform work.	210	LF	\$ 66.00	\$ 13,860.00
5	Furnish and install 6" X 4" Tapping Sleeve and Valve , as herein specified, including all equipment, tools, and labor to perform work	1	EA	\$ 4,500.00	\$ 4,500.00
6	Furnish and Install 6" Gate Valve and Box , as herein specified, including all equipment, tools, and labor to perform work.	1	EA	\$ 2,750.00	\$ 2,750.00
14	Furnish and install Fire Hydrant , as herein specified, including all equipment, tools, and labor to perform work.	1	EA	\$ 5,600.00	\$ 5,600.00
14	Saw cut and remove existing asphalt paving , including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	15	SY	\$ 65.00	\$ 975.00
15	Repair Asphalt Paving , including all material, equipment and labor to perform sub grade compaction and testing. HMAC installation per COL Specifications and all other work considered incidental to this item.	15	SY	\$ 110.00	\$ 1,650.00
16	Saw cut and remove existing concrete alley, sidewalk, curb and gutter , including all material, equipment, and labor to perform removal, disposal and all other work considered incidental to this item	95	SY	\$ 38.00	\$ 3,610.00

17	Repair concrete ally, sidewalk, curb and gutter , including all material, equipment and labor to perform sub grade compaction and testing. Installation per COL specifications and all other work considered incidental to this item.	95	SY	\$ 95.00	\$ 9,025.00
18	Flowable backfill as approved , complete and in place per specifications	9	CY	\$ 165.00	\$ 1,485.00
19	ADA Ramp Removal/Replacment , including all material, equipment and labor to perform sub grade compaction and testing. Installation per COL specifications and all other work considered incidental to this item.	1	EA	\$ 4,500.00	\$ 4,500.00
20th/21st Alley between Memphis and Louisville					
20	Trench Safety - Complete and furnish in place	665	LF	\$ 2.00	\$ 1,330.00
21	Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench , backfilled to 95% compaction, and tested herein specified, including all fittings, equipment, tools, and labor to perform work.	665	LF	\$ 132.00	\$ 87,780.00
22	Furnish and install 6" X 4" Tapping Sleeve and Valve , as herein specified, including all equipment, tools, and labor to perform work	1	EA	\$ 4,900.00	\$ 4,900.00
23	Furnish and install 8" X 6" Tapping Sleeve and Valve , as herein specified, including all equipment, tools, and labor to perform work	1	EA	\$ 5,000.00	\$ 5,000.00
24	Furnish and reconnect 3/4"-2" service lines as herein specified, including all equipment, tools, and labor to perform work.	20	EA	\$ 2,800.00	\$ 56,000.00

25	Saw cut and remove existing asphalt paving , including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	22	SY	\$ 65.00	\$ 1,430.00
26	Repair Asphalt Paving , including all material, equipment and labor to perform sub grade compaction and testing. HMAC installation per COL Specifications and all other work considered incidental to this item.	22	SY	\$ 110.00	\$ 2,420.00
27	Saw cut and remove existing concrete alley, sidewalk, curb and gutter , including all material, equipment, and labor to perform removal, disposal and all other work considered incidental to this item	133	SY	\$ 40.00	\$ 5,320.00
28	Repair concrete ally, sidewalk, curb and gutter , including all material, equipment and labor to perform sub grade compaction and testing. Installation per COL specifications and all other work considered incidental to this item.	133	SY	\$ 135.00	\$ 17,955.00
29	Provide and maintain a Traffic Control Plan - Preparation, approval from COL Traffic Engineering to all sites, and all other work considered incidental to this item.	1	LS	\$ 10,000.00	\$ 10,000.00
				Extended Total	\$ 805,314.00

RFP 24-17870-TF		
Project: Ph. 6 Change Value Added to Contract		
Department: Engineering Services - CIP		
Water Improvements		
1	Ph.6 Items Deleted Total Price - Alleys removed form Original Scope of Work	\$ 407,958.00
2	Ph.6 Items Added Total Price - Alleys added to scope of work	\$ 805,314.00
	Value Added to Contract	\$ 397,356.00

Resolution No. 2024-R0138
Item No. 5.28
March 26, 2024

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 17870 for Water Line Change Out Phase 6 as per RFP 24-17870-TF, by and between the City of Lubbock and Utility Contractors of America, Inc. of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on March 26, 2024.



TRAY PAYNE, MAYOR

ATTEST:



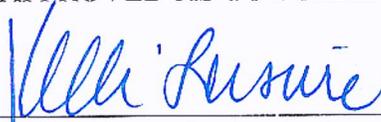
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT**

DATE: 2/14/2024

PROJECT NUMBER: **RFP 24-17870-TF, Water Line Change Out Phase 6**

Proposal of Utility Contractors of America (hereinafter called Offeror)

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

Ladies and Gentlemen:

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

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 300 (to Substantial Completion)

TOTAL CONSECUTIVE CALENDAR DAYS: 335 (to Final Completion)

(not to exceed 335 consecutive calendar days to Substantial Completion / 365 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **335 Consecutive Calendar Days** with **final completion** within **365 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **\$500** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$500** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's

**City of Lubbock, TX
Public Works
RFP 24-17870-TF
Water Line Change Out Phase 6**

Utility Contractors of America, Inc. of Lubbock, TX

#		QTY +/-	U/M	Unit Price	Extended Cost
General					
#1-1	Mobilization - Contractor mobilization including move-in and move-out cost from each site location.	1	LS	98,500.00	98,500.00
#1-2	Provide and maintain a Traffic Control Plan - Preparation, approval from COL Traffic Engineering to all sites, and all other work considered incidental to this item.	1	LS	3,000.00	3,000.00
#1-3	Provide and maintain a SWPPP - Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	2,500.00	2,500.00
#1-4	Trench Safety	9693	LF	2.00	19,386.00
Water Improvements					
#2-1	Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench in alley ROW, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, fittings, and labor to perform work.	9693	LF	66.00	639,738.00
#2-2	Furnish and install 6" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	19	EA	2,750.00	52,250.00
#2-3	Furnish and install 8" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	1	EA	4,475.00	4,475.00
#2-4	Furnish and install 6" insert-a-valve as herein specified, including all equipment, tools, and labor to perform work.	1	EA	12,000.00	12,000.00
#2-5	Furnish and install 6"x4" Tapping Sleeve and valve as herein specified, including all equipment, tools, and labor to perform work.	1	EA	4,500.00	4,500.00
#2-6	Furnish and install 8"x6" Tapping Sleeve and valve as herein specified, including all equipment, tools, and labor to perform work.	7	EA	4,600.00	32,200.00
#2-7	Cut, plug, and abandon existing 2" water line, as herein specified, including all equipment, tools, and labor to perform work.	10	EA	1,600.00	16,000.00
#2-8	Cut, plug, and abandon existing 4" water line, as herein specified, including all equipment, tools, and labor to perform work.	1	EA	1,700.00	1,700.00
#2-9	Furnish and install Fire Hydrant and reconnect, as herein specified, including all equipment, tools, and labor to perform work. Remove and salvage existing Fire Hydrant.	4	EA	5,600.00	22,400.00
#2-10	Tie in to existing water line, complete and in place per Specifications.	3	EA	3,900.00	11,700.00
#2-11	Furnish and reconnect 3/4" - 2" service lines as herein specified, including all equipment, tools, and labor to perform work.	295	EA	2,600.00	767,000.00
#2-12	Flowable backfill as approved, complete and in place per Specifications.	1452	CY	165.00	239,580.00
Paving Repair					
#3-1	Saw cut and remove existing asphalt paving, including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	140	SY	65.00	9,100.00
#3-2	Repair asphalt paving, including all material, equipment and labor to perform sub grade compaction and testing. HMAC installation per COL Specifications and all other work considered incidental to this item.	140	SY	110.00	15,400.00
#3-3	Saw cut and remove existing concrete ally, sidewalk, curb and gutter, including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	128	SY	38.00	4,864.00
#3-4	Repair concrete ally, sidewalk, curb and gutter, including all material, equipment and labor to perform sub grade compaction and testing. Installation per COL Specifications and all other work considered incidental to this item.	138	SY	95.00	13,110.00
Total (Items 1-1 through 1-4):					\$ 123,386.00
Total (Items 2-1 through 2-11):					\$ 1,803,543.00
Total (Items 3-1 through 3-4):					\$ 42,474.00
Total (Items 1-1 through 3-4):					\$ 1,969,403.00

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

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for N/A Dollars (\$ N/A) or a Proposal Bond in the sum of Five Percent Dollars (\$ 590), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: 2/14/2024

Jonathan Ziegler
Authorized Signature

Jonathan Ziegler
(Printed or Typed Name)

Utility Contractors of America
Company

5805 Cte 7700
Address

Lubbock, Lubbock
City, County

Texas, 79424
State, Zip Code

Telephone: 806 - 463-2642

Fax: 806 - 463-4132

Email: Jonathan@victorus.com

FEDERAL TAX ID or SOCIAL SECURITY No.
75-2214193

(Seal if Offeror is a Corporation)

ATTEST:
W. James, Sec
Secretary

Offeror acknowledges receipt of the following addenda:

- Addenda No. 1 Date 2/2/2024
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Utility Contractors of America, Inc.
Lubbock, TX United States

Certificate Number:
2024-1128158

Date Filed:
02/26/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 24-17870-TF
Water Line Change Out Phase 6

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jonathan Ziegner, and my date of birth is [REDACTED].

My address is 4607 13th (street), Lubbock (city), TX (state), 79416 (zip code), US (country).

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

Executed in Lubbock County, State of Texas, on the 26 day of February, 2024.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1128158

Date Filed:
02/26/2024

Date Acknowledged:
02/26/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Utility Contractors of America, Inc.
Lubbock, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 24-17870-TF
Water Line Change Out Phase 6

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

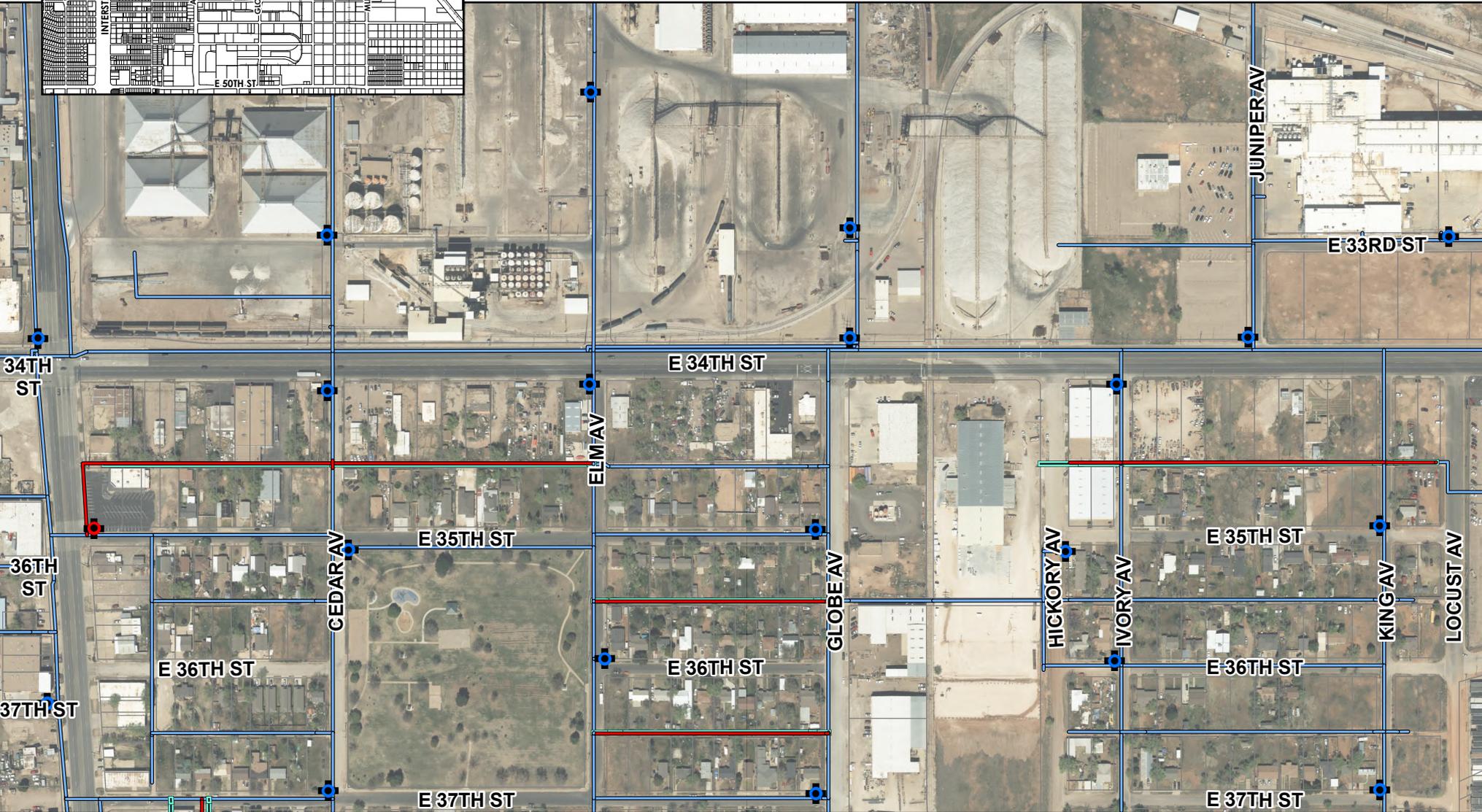
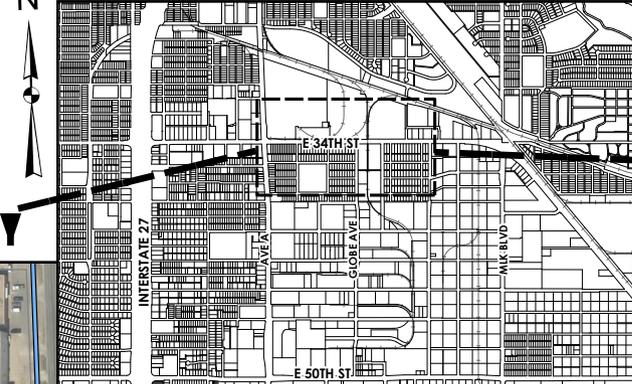
My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Water Line Changeout Phase 6 Change Order 1

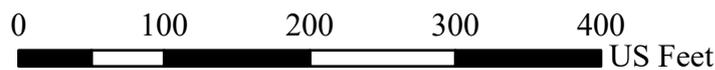
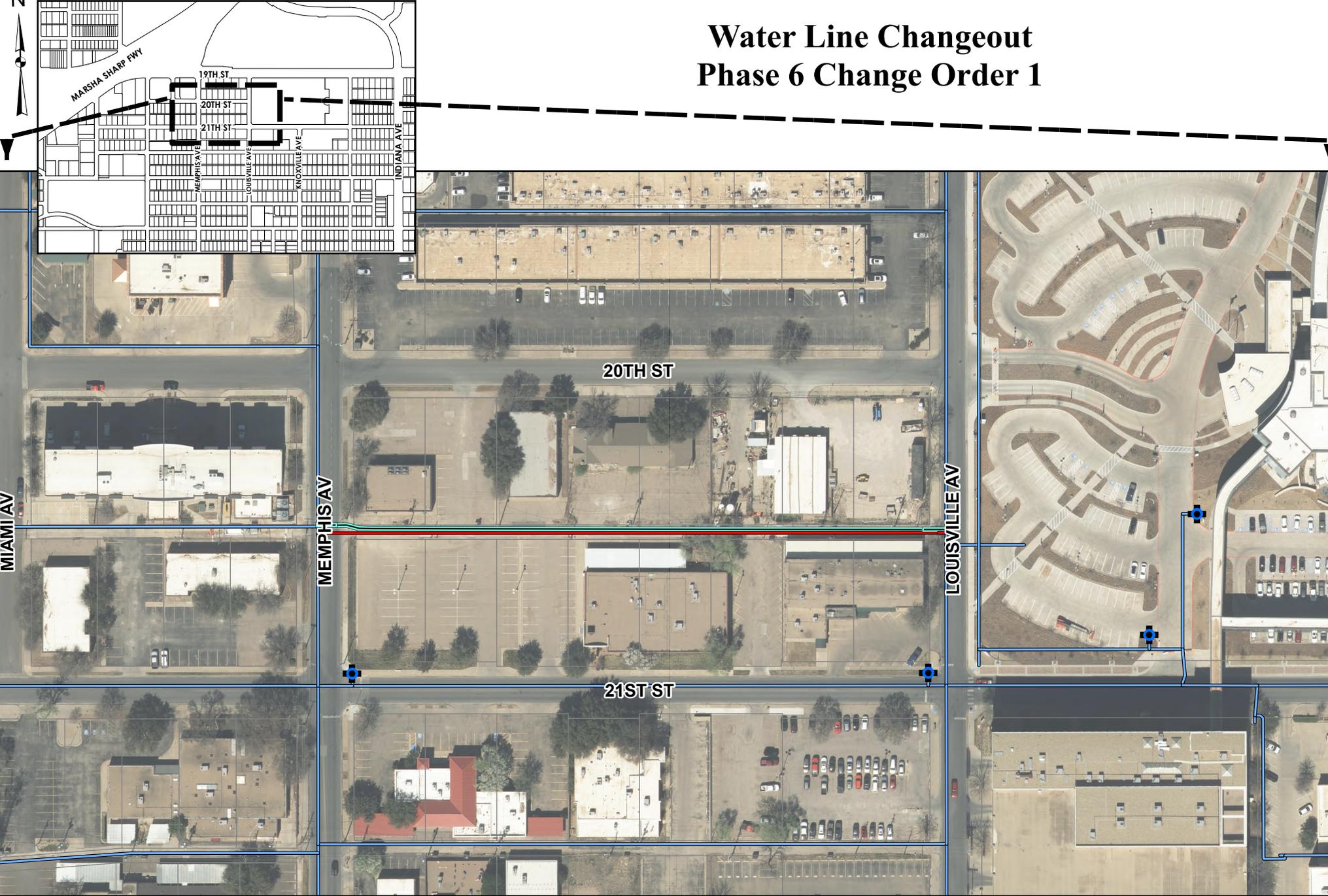


0 250 500 750 1,000 US Feet

-  Existing Hydrants
-  Proposed Hydrants
-  Existing Water Mains
-  Proposed Water Mains
-  Proposed Abandoned Water Mains
-  Lot-Block Lines

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.

Water Line Changeout Phase 6 Change Order 1



-  Existing Hydrants
-  Existing Water Mains
-  Proposed Water Mains
-  Proposed Abandoned Water Mains
-  Lot-Block Lines

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

City of Lubbock, TX
Capital Project
Project Cost Detail
February 11, 2025

Capital Project Number: 92749
 Capital Project Name: Water Line Replacement FY 2021

Capital Project Number: 92877
 Capital Project Name: Water Line Looping

<i>Encumbered/Expended</i>	<u>Budget</u>		
	<u>92749</u>	<u>92877</u>	<u>Total</u>
City of Lubbock Staff Time	\$ 281,80	\$ -	\$ 281,807
Water System Improvments	276,488.4	-	276,488
Professional Services	21,053.0	-	21,053
Advertisement	984.0	-	984
Contract 17332 - Rink's Lease Service	680,270.0	-	680,270
Water Line Change Out Cowan Addition	549,920.0	-	549,920
Water Line Change Out Phase 6	1,969,403.0	-	1,969,403

Agenda Items, February 11th, 2025

Water Line Change Out Phase 6 Change Order 1	349,581.0	48,375.0	397,956
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<i>Encumbered/Expended To Date</i>	<u>4,129,50</u>	<u>48,37</u>	<u>4,177,882</u>
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Estimated Costs for Remaining Appropriation

Water System Improvements	<u>1,265,26</u>	\$ 251,625.00	
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<i>Remaining Appropriation</i>	<u>\$ -</u>	<u>\$ -</u>	
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Total Appropriation	<u>\$ 5,394,767.0</u>	<u>\$ 300,000.00</u>	<u>\$ 5,694,767.00</u>
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CIP 92749 Water Line Replacement FY 2021

Replacement Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

Replace substandard water lines. This is an on-going project that replaces water lines across the City of Lubbock as they are needed throughout the year.

Project Justification

Replacing aging infrastructure reduces emergency maintenance expenditures, system failures, and customer inconvenience. The lines are typically in the older areas of Lubbock and have a higher incidence of leaks and lower water pressure.

Project Highlights

Council Priorities Addressed:

Community Improvement
Growth and Development
Redevelopment

Project History

- FY 2021-22 \$550,000 was appropriated by Ord. 2021-00126
- FY 2022-23 \$550,000 was appropriated by Ord. 2022-00136
- FY 2022-23 \$744,767 was transferred from CIP 92659 by BCR 2023 - 14
- FY 2023-24 \$2,550,000 was appropriated by Ord. 2023-00108

Project Dates

Ongoing

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	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$4,294,767	\$1,000,000	\$750,000	\$800,000	\$850,000	\$900,000	\$950,000
TOTAL	\$4,394,767	\$1,000,000	\$750,000	\$800,000	\$850,000	\$900,000	\$950,000

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Wastewater Fund Cash	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0
Water/Wastewater Fund Cash	\$1,100,000	\$1,000,000	\$750,000	\$800,000	\$850,000	\$900,000	\$950,000
Wastewater Fund Revenue Bonds	\$244,767	\$0	\$0	\$0	\$0	\$0	\$0
ARPA Funding	\$2,550,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$4,394,767	\$1,000,000	\$750,000	\$800,000	\$850,000	\$900,000	\$950,000



2024040 Water Line Looping

Infrastructure Improvements

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

This project includes the design and construction of tying in dead-end water lines throughout the City.

Project Justification

There are many dead-end water lines throughout the City for various reasons. These dead-end lines can cause stagnant water to build-up in the line causing low chlorine residual and high nitrification. To combat water quality issues, crews flush the dead-end lines in order to introduce fresh water into the system. Flushing lines takes time away from other jobs, and causes a large volume of water loss. This project would allow for the design and construction of water line loops throughout the City.

Project Highlights

Council Priorities Addressed:
Redevelopment

Project History

Project Dates

Ongoing

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	\$50,000	\$0	\$50,000	\$0	\$50,000	\$0
Construction	\$0	\$250,000	\$300,000	\$250,000	\$300,000	\$250,000	\$300,000
TOTAL	\$0	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000

Project Funding

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

Operating Budget Impacts

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



AI# 13207

Regular City Council Meeting

02/11/2025:

5. 8.

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 17113, and related documents, with Halff Associates, Inc., for engineering services for the reconstruction of Upland Avenue between 4th Street and 19th Street, which is a portion of the 2022 Street Bond Project.

Item Summary

Upland Avenue from 4th Street to 19th Street is currently a 2-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a 5-lane modified principal arterial roadway. Continued growth in northwest Lubbock has increased traffic demands along the north Upland Avenue street corridor, from 4th Street to 19th Street. Professional Services Agreement 17113 will provide full design of a 3-lane arterial section of roadway, with consideration of an ultimate build-out of 5 lanes.

Halff Associates, Inc. is requesting an additional one (1) year of time on their contract, in order to acquire right-of-way and coordinate utility relocation prior to the City receiving construction funding.

Fiscal Impact

Amendment No. 1 is for time only and has no fiscal impact. This contract is funded in Capital Improvements Project 92812, Upland Avenue: 4th Street to 19th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution

Amendment 1

Original Contract

Location Map

CIP Spreadsheet
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, Amendment No. 1 to the professional services agreement Contract No. 17113 for the reconstruction of Upland Avenue between 4th Street and 19th Street by and between the City of Lubbock and Halff Associates, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYNER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**Amendment 1
To Agreement Between
The City of Lubbock, TX
And
Halff Associates, Inc.**

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 14th day of February, 2023, Contract No. 17113, by and between the City of Lubbock ("City") and Halff Associates, Inc. ("Engineer"), collectively (the "Parties").

Engineer is providing professional services for the reconstruction of Upland Avenue from 4th Street to 19th Street (the "Activities").

The Parties previously entered into a six-month extension of the term on July 15, 2024. The Parties now agree to add more time to the term of the agreement, due to ongoing right-of-way negotiations and utility relocations involved in completing the Activities.

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

An additional one (1) year shall be added to the term for the Engineer to complete the Activities herein agreed.

All other terms of the agreement remain the same and are not altered herein.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____ 2025.

CITY OF LUBBOCK

Halff Associates, Inc.

MARK W. MCBRAYER, MAYOR

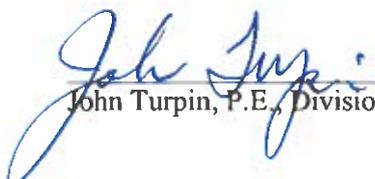


Jacob Hayes, P.E., Public Works Team Leader

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



John Turpin, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



Kelli Leisure

Kelli Leisure, Senior Assistant City Attorney

Resolution No. 2023-R0062
Item No. 5.15
February 14, 2023

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 17113 for engineering services for the reconstruction of Upland Avenue from 4th Street to 19th Street, by and between the City of Lubbock and Halff 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 February 14, 2023.



TRAY PAYNE, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement (“Agreement”) Contract No. 17113 is entered into this 14th day of February, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Half Associates, Inc., (the” Engineer”), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Upland Avenue: 4th St to 19th St, (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 18 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 \$949,700.00, 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 applicable laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

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

General Aggregate Limit: \$2,000,000

Professional Liability:

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

Automobile Liability:

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

Employer's Liability:

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

Worker's Compensation

Per Occurrence Single Limit: \$500,000

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

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR

DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Halff Associates, Inc.
Jacobs Hays, P.E.
4000 Fossil Creek Blvd.
Ft. Worth, Texas 7613
Telephone: 817-764-74369
Email: jhays@halff.com

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

Tommy Harms, E.I.T
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2344
Email: tharms@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Engineer, and there are no other written or oral promises, conditions, acknowledgements, 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 Engineer or vendor agrees that the contract can be terminated if the Engineer or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Engineer agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK



TRAY PAYNE, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

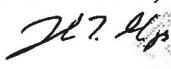
APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Firm

Half Associates, Inc.

By: 

Digitally signed by Jacob T Hays
DN: cn=Jacob T Hays, c=US,
o=Half Associates, Inc.,
email=jhays@half.com
Date: 2023.01.25 09:58:40 -06'00'
Jacobs Hays, P.E.
Public Works Team Leader
Email: _jhays@half.com

EXHIBIT A
SCOPE OF WORK
FOR
UPLAND AVENUE
FROM 4TH STREET TO 19TH STREET

GENERAL DESCRIPTION

This scope of work includes the project management, coordination, subsurface utility engineering (SUE), survey, geotechnical engineering, engineering, acquisition, and bidding services for the one mile reconstruction of Upland Avenue between the southern edge of 4th Street and the northern edge of 19th Street. The project will widen the two-lane paved road to a three-lane partial section with associated drainage, lighting, signal, communication, and pedestrian facilities as necessary. The ultimate five-lane buildout of the roadway will be done with a future project. A detailed scope of work is provided below:

SCOPE OF ENGINEERING SERVICES

PHASE 1 – PROJECT MANAGEMENT AND COORDINATION

- I. Kickoff Meeting
 - A. Within ten (10) days of notice to proceed, the ENGINEER will setup a kickoff meeting with the CITY to confirm design criteria and goals. The ENGINEER will prepare a meeting agenda as well as minutes of the meeting. A design criteria chart will be provided with the minutes. The ENGINEER will prepare a Design Summary Report (DSR) as part of this meeting.
 - B. The ENGINEER will prepare a baseline project schedule indicating tasks, critical dates, milestones, deliverables and review requirements prior to the kickoff meeting.
- II. Design Coordination Meetings
 - A. The ENGINEER shall attend a plan's in hand review meeting to discuss comments and the resolution to said comments after each milestone submittal. For this scope the ENGINEER assumes a meeting will be held after the 30%, 60%, 90% milestones for a total of three (3) in-person meetings.
- III. Project Reporting and Billing
 - A. The ENGINEER will submit invoices as the work progresses but not more frequently than monthly. Each invoice will be accompanied by a brief update of work completed for the period covered, list of tasks anticipated for the upcoming month, right-of-way acquisition status, critical issues, and an updated version of the project schedule.
 - B. The ENGINEER will conduct monthly conference calls with the CITY to update status and coordinate efforts.
- IV. Utility Coordination
 - A. The ENGINEER shall provide utility coordination services. These services include meeting and contact with all utilities on the project, initial project notifications, preparation of existing utility layouts, preparation of contact lists, reviewing conflicts between the utilities and the proposed project, creating a utility tracking report, review

of all of the proposed utility adjustments, and recommendations for the proposed locations of the utility adjustments.

- B. Utility Conflict Layout, Utility Conflict Matrix, Utility Contact List
 - 1. The ENGINEER shall prepare and deliver four (4) iterations of the Utility Conflict Layout, Utility Conflict Matrix (UCM), and Utility Contact List identifying potential known conflicts based on 30%, 60%, 90% and final design to support Utility Coordination Efforts.
 - 2. The layout and UCM shall include all existing utilities which are to remain in place, those to be abandoned or removed, and those to be adjusted. This layout will be utilized to monitor the necessity of relocation and evaluate alternatives and will serve as the utility base file for the design. The ENGINEER will utilize the layout and UCM of existing utilities and determine the following:
 - a) Facilities in conflict with the proposed project that are to be relocated and facilities to be abandoned in place or removed (conflict analysis).
 - b) Facilities to remain in service and in place.
- C. Conflict Resolution
 - 1. The ENGINEER shall assist design team in determining test hole locations to provide conflict resolution. The ENGINEER shall coordinate conflicts/relocations due to the project improvements with each utility owner and shall review applicable right-of-way permits or utility permits needed for utility adjustments and/or relocations within the project improvement area.
- D. Public & Individual Meetings
 - 1. The ENGINEER will schedule biweekly group meetings and individual one-on-one meetings with utility companies as required facilitating utility conflict identification and resolution (up to 24 group meetings and 18 individual meetings).
- V. Coordination with Outside Agencies
 - A. The ENGINEER will coordinate with outside agencies as necessary for the successful completion of the Project. Agencies include but are not limited to TxDOT, Frenship ISD, and the engineers and/or developers for on-going or eminent adjacent developments. For this scope the ENGINEER assumes a total of five (5) onsite meetings and five (5) virtual meetings.
- VI. Project Management and Quality Assurance and Quality Control
 - A. The ENGINEER will prepare, implement, and document a formal QA/QC plan in accordance with the Public Works section of the ENGINEER's Quality Assurance/Quality Control Program manual.
 - B. The ENGINEER shall conduct regular coordination meetings with project sub-consultants and include all sub-consultant work in the ENGINEER's QA/QC project program.

PHASE 2 – FIELD DATA COLLECTION

- I. Right of Entry
 - A. Prior to obtaining any field data the ENGINEER shall prepare and obtain up to ten (10) right of entries for the project based upon the anticipated property impacts and collection needs.
- II. Subsurface Utility Engineering

- A. The ENGINEER/CONTRACTOR will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." This standard defines the following Quality Levels:
1. Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.
 2. Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
 3. Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.
 4. Quality Level-D: Information derived from existing records or oral recollections.
- B. Quality Level-A Utility Test Holes (Vacuum Excavation)
1. Up to five (5) test holes will be performed on various utilities at locations specified by Client. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.
 2. If test holes are requested on non-conductive/un-tonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with Client and respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. Due to the concrete/ground conditions, one (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with the Client for direction on digging additional test holes if required and shall be compensated for each test hole dug.
- C. Quality Level-B Utility Designating
1. The ENGINEER will designate the approximate horizontal position and approximate electronic depths of conductive/tonable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 30,000 linear feet of utilities including buried communication, electric, natural gas, petroleum pipeline, water, and wastewater/sanitary sewer. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services. Because of limited utility record information and the possibility of non-conductive/un-tonable utilities, the CONTRACTOR cannot guarantee all utilities will be found and marked within the project limits.

- D. Quality Level-C Surveying
 - 1. Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or “x-cut” for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control provided by the Client.
 - E. Quality Level-D Records Research
 - 1. Available Records will be provided to Half by the Client. The ENGINEER will perform additional utility record research as needed to successfully complete the project.
 - 2. Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined using utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.
 - F. SUE Field Manager / Professional Engineer
 - 1. A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.
 - G. SUE Deliverables / CADD
 - 1. Deliverables for the Quality Level-B 2D Utility Designation will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation. Deliverables for the Quality Level-A Test Hole excavations will be an 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics of the utility. Electronic files will be provided in MicroStation and/or AutoCAD format along with PDFs and photos.
 - H. Permitting
 - 1. The ENGINEER will coordinate permitting related to the SUE investigation.
 - I. Work Zone Traffic Control:
 - 1. The ENGINEER will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s) and/or engineered traffic control plans.
 - 2. If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, the ENGINEER will notify the Client and submit a supplemental agreement for authorization prior to proceeding with additional work.
- III. Survey
- A. Design Survey
 - 1. SURVEYOR will develop an existing boundary survey and existing topographic data within the limits of this project to prepare the preliminary roadway design.
 - a) Data Collection and Property Research
 - (1) SURVEYOR will collect available data to determine the boundary locations and owner information for all adjacent properties within the project limits.
 - b) Design Survey

- (1) The limits of the survey along Upland Avenue will be from the southern 4th Street return to the northern 19th Street return. The survey will include the existing and proposed right-of-way width of 110' and where subdivisions and structures are encountered adjacent to Upland Avenue, data will be collected a maximum of 20-feet beyond the ROW.
- (2) The following areas shall also be surveyed:
 - (a) Thoroughfare Intersections – 200-feet east and west of the Upland Avenue intersection
 - (b) Minor Cross Streets - 100-feet east and west of the proposed Upland Avenue ROW line.
 - (c) Finished floor elevations of existing structures adjacent to the right-of-way as needed
- (3) Place control monuments with aluminum caps in concrete. Establish horizontal state plane coordinates (NAD 83) using GPS. Establish vertical control coordinates on NAVD 88. Monuments will be set to accommodate the limits of construction where possible.
- (4) Perform a field survey to identify and locate existing topographic elements within the roadway corridor including, but not limited to the following:
 - (a) Evidence of property boundary locations adjacent to the corridor.
 - (b) Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - (c) Roadway and lane striping along Upland
 - (d) Driveways (including material)
 - (e) Parking lots within 20-ft of proposed ROW
 - (f) Alleys (including material)
 - (g) Existing culvert sizes and invert elevations, including cross sections approaching culvert crossings and headwalls/wingwalls
 - (h) Existing driveways and swales
 - (i) Visible utilities including: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities
 - (j) Traffic signal poles, cabinets, and other signal equipment
 - (k) Signs (excluding temporary signs)
 - (l) Trees, larger than 6" caliper
 - (m) Buildings and permanent structures
 - (n) Retaining walls
 - (o) Fence/Wall limits and material types (excluding temporary fences)
 - (p) Other applicable physical features that could impact design

- (5) Prepare a final topographic drawing in digital format (including contours and break lines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.
 - B. Existing Right of Way Survey and Basemapping
 1. The existing right of way base map will be incorporated into the schematic document, and will include the following information:
 - a) Parcels and easements with current recording information
 - b) Current property owner
 - c) Existing platted easements and easements available in the public record including easements provided by utility companies
- IV. Geotechnical Exploration, Testing, and Reporting
- A. Field Exploration
 1. Drill twelve (12) borings with a truck-mounted drill rig and support vehicle. The borings will be advanced to a depth of five (5) feet below existing ground surface. Six (6) of the twelve borings will be cut and cored from the existing roadway to determine the existing pavement structure.
 2. The relative density/consistency of the soil will be determined in general accordance with the use of the Standard Penetration Test (SPT) (ASTM D 1586) and/or Shelby tube (ASTM D 1587).
 3. Undisturbed cohesive soil samples will be obtained using 3-inch diameter thin-walled tube samplers pushed into the soil. Non-cohesive soil samples will be obtained using split-barrel samplers used in conjunction with the standard penetration test (SPT). The primary rock will be evaluated using Texas Department of Transportation (TxDOT) cone penetration tests, if encountered during drilling. Groundwater readings will be obtained as the boring is advanced and following completion of drilling, as possible.
 4. Field personnel or client's representative will mark the boring locations using hand-held GPS or normal taping procedures. Both methods provide an accuracy of 20 to 50 feet. Locations will be shown on the plan of borings, when a site plan becomes available. At the completion of drilling operations, borings will be backfilled with soil cuttings at the surface.
 - B. Laboratory Testing
 1. The engineering properties of the soil and/or rock will be evaluated in the laboratory using tests performed on selected representative samples. The samples will be visually examined and classified. Considering the nature of the project, we recommend the following tests be performed for our study:
 - a) Moisture content
 - b) Liquid and plastic limit (Plasticity Index-PI)
 - c) Percent passing a No. 200 sieve
 - d) Soil classification according to USCS
 - e) California Bearing Ratio (CBR)
 - C. Geotechnical Engineering Analysis and Report
 1. The field and laboratory data will be analyzed to develop geotechnical recommendations. An engineering report will be prepared to include the following;

- a) Plan of borings, boring logs, and groundwater conditions at the boring locations
- b) Laboratory test results
- c) General soil and discussion of the site geology
- d) Evaluation of the swell characteristics of the soils
- e) Design recommendations for
 - (1) Earthwork
 - (2) Pavement construction recommendations based on assumed or available traffic data provided by the client.
- f) One electronic copy of the report will be provided unless otherwise requested.

PHASE 3 – DESIGN

- I. Schematic Design (30%)
 - A. Schematic Drainage Analysis
 - 1. Drainage Analysis
 - a) Data acquisition
 - (1) Previous studies and hydraulic models including FEMA data, master drainage plans, and development drainage analysis as provided by the City of Lubbock
 - (2) Aerial imagery and LiDAR elevation data.
 - (3) Existing drainage facilities record drawings.
 - 2. Existing conditions analysis
 - a) Develop existing conditions hydrology
 - b) Develop existing hydraulic cross-sections and existing drainage improvement data for modeling
 - c) Model existing conditions in ICPR4
 - d) Identify existing points of drainage discharge from the roadway corridor to adjacent properties, roadways or easements.
 - 3. Full-width improvements drainage analysis and design
 - a) Develop future fully developed conditions hydrology
 - b) Develop ICPR 4 model of initial proposed profile for full width pavement section
 - (1) Analyze proposed profile for existing conditions hydrology
 - (2) Analyze proposed profile for future conditions hydrology for full-width pavement section
 - c) Evaluate need drainage improvements (parallel channels, storm drains, etc.)
 - d) Evaluate need for off-corridor drainage easements and improvements.
 - e) Preliminary sizing of drainage improvements and easements as required to achieve desired roadway drainage conditions.
 - B. Draft Schematic Design
 - 1. The ENGINEER shall prepare roll plot schematics depicting plan and profile layout for the roadway, design survey, utilities, conceptual drainage facilities and patterns, and typical section.

2. Two roll plot schematics shall be prepared one of which shall depict the 5-lane ultimate section and one which shall depict the anticipated 3-lane portion to be constructed. The ultimate 5-lane schematic shall serve as the basis for the 3-lane schematic.
 3. These schematics shall be suitable for initial developer coordination in regards to drainage patterns, finished floor elevations, and roadway/driveway connection elevations.
 4. The ENGINEER may submit working drawings depicting the proposed horizontal alignment or other elements of concern to the CITY for review and comment to reduce the number of revisions that otherwise could be required.
- C. Draft Schematic Report
1. The ENGINEER shall prepare a letter report summarizing the design criteria utilized and assumptions made during the preparation of the schematic design.
- D. Draft Schematic OPCC
1. The ENGINEER shall prepare a preliminary Engineers Opinion of Probable Construction Cost (OPCC) with a level of detail commensurate to the status of the design.
- E. Draft Schematic Design Submittal
1. The ENGINEER shall provide the CITY with up to three (3) hard copies and one digital copy of the draft schematic deliverables outlined above.
- F. Final Schematic Design and Submittal
1. Upon receipt of comments from the CITY and other stakeholders on the draft schematic the ENGINEER shall address all comments and provide the CITY with up to three (3) hard copies and one digital copies for final approval.
- II. Preliminary Design (60%)
- A. Preliminary Drainage Analysis and Design
1. Identify necessary drainage improvements for full-width pavement section
 2. Coordinate alignment of three-lane section with Prime Consultant to accommodate required permanent drainage improvements
 3. Model interim three-lane section in ICPR4
 - a) Analyze proposed profile for existing conditions hydrology
 - b) Analyze proposed profile for future conditions hydrology for full-width pavement section
 4. Coordinate roadway profile adjustments with Prime Consultant to accommodate drainage requirements
 5. Identify any interim drainage improvements required for three-lane section
 6. Design of grading outside three-lane section to accommodate drainage and grading of off-corridor drainage easements
- B. Preliminary Plans
1. The ENGINEER will develop 60% design plans based on CITY approved alignment and typical section from 30% schematic
 2. Plans shall be prepared with the full size set being 22-inch by 34-inch and of an appropriate scale to allow for the reduction and reproduction of a half size 11-inch by 17-inch set.
 3. Design shall be in general accordance with City standards and specifications, TXDOT standards and specifications, where applicable, and good consulting practices for projects off this nature.
 4. The preliminary drawings shall include the following:

- a) Cover Sheet and Sheet Index
- b) General Notes and Legend
- c) SUE Plans (50 scale)
- d) Right of Way Map (50 scale)
- e) Project Layout and Survey Control (100 scale, dual pane)
- f) Existing and Proposed Typical Sections (10H; 5V scale)
- g) Demolition and Adjustment Plans (20 scale, dual pane)
- h) Roadway Plan and Profile (20H; 2V scale)
- i) Driveway and Alley Plan and Profiles (20H; 2V scale)
- j) Grading Plans (20 scale)
- k) Project Drainage Area Maps
- l) Hydrologic and Hydraulic Data Sheet
- m) Ditch Plan and Profiles depicting preliminary depth of flow indications for the 100-year design storm within ROW and any corresponding finished floor elevations
- n) Culvert Plan and Profiles
- o) Traffic Signal Conduit and Appurtenance Plans (10 scale)
- p) Photometric Map
- q) Illumination Plan (20 scale, dual pane)
- r) Illumination Voltage Drop Calculations
- s) Fiber Optic Conduit Plans (20 scale, dual pane)
- t) Traffic Sequencing Plans (20 scale). Plans shall depict high level traffic control sequencing. Detailed traffic control plans shall be provided as part of the final design.
- u) Pavement Markings and Signage Plans (20 scale, dual pane)
- v) Cross sections on 50-foot intervals (10H; 5V scale with up to 6 sections per sheet)

C. Preliminary Opinion of Probable Construction Cost

- 1. The ENGINEER shall submit a preliminary opinion of probable construction cost.
- 2. Bid items within TXDOT right of way shall follow TXDOT's standard specifications and item descriptions. Unit costs for these items shall be developed by and large utilizing TxDOT's available 3-month and 12-month rolling averages for recently let projects.
- 3. Bid items within City right of way shall utilize City standard bid item descriptions and standard specifications. Unit costs for these items shall be developed utilizing previously let projects by Half of similar scope and size as well as TxDOT's available 3-month and 12-month rolling averages for recently let projects.

D. Preliminary Construction Plan Submittal

- 1. The ENGINEER shall provide copies of preliminary construction plan drawings for CITY review and for submission to utility companies and other agencies for the purposes of coordinating work with existing and proposed utilities. The preliminary submittal to the CITY will be made at the 60% stage. The ENGINEER will submit plans to TxDOT, FISD, and other entities for review. The ENGINEER will provide up to ten (10) hard copies and an electronic copy at the 60% submittal.

III. Final Design (90%)

- A. The ENGINEER shall prepare Final Construction Plan Drawings.
- B. This 90% submittal will:

1. Incorporate CITY review comments from the 60% milestone submittal.
 2. Develop the following final design sheets:
 - a) Quantity summary sheets
 - b) Erosion Control Plans (20 scale, dual pane)
 - c) Traffic Control Plans (20 scale). Complete traffic sequencing plan presented in the 60% submittal. Completed traffic control plans will include evaluating the impact of the traffic control plan on surrounding drainage and provisions for interim drainage plan, if needed.
 3. Incorporate and develop any necessary design details including:
 - a) Consultant Provided Project Specific Details
 - b) City and Agency Standard Details
 - c) Agency Standard Details
- C. Final Opinion of Probable Construction Cost (90%)
1. The ENGINEER shall submit a final opinion of probable construction cost with the respective updates to bid items, quantities and/or unit prices resulting from changes made between the 60% and 90% milestones.
 2. Provisions 2 and 3 of the Preliminary Opinion of Probable Construction Cost shall also apply.
- D. Final Project Manual and Specifications
1. The ENGINEER shall prepare a Final Project Manual including Specifications and other construction contract documents.
 2. This 90% submittal will:
 - a) Use the City of Lubbock Engineering Minimum Design Standards and Specification, latest edition and revision at the time of preparation, as base specifications and prepare a description of each bid item for inclusion in the Project Manual. The description will include any modifications to the City specifications for the project.
- E. Final Construction Plan Submittal
1. The ENGINEER shall provide copies of final construction plan drawings for CITY review and for submission to utility companies and other agencies for the purposes of coordinating work with existing and proposed utilities. The final submittal to the CITY will be made at the 90% stage. The ENGINEER will submit plans to TxDOT, Fisd, and other entities for review. The ENGINEER will provide up to ten (10) hard copies and an electronic copy at the 90% submittal.
- F. Texas Department of Licensing and Regulation (TDLR)
1. Upon completion of all pedestrian related comments the ENGINEER shall prepare and submit applications and fee to the TDLR for code review of the pedestrian elements. After construction the ENGINEER shall notify the TDLR of the completion date and request the field inspection. The ENGINEER shall address any questions or issues raised by the TDLR as a result of review and inspection. Review and inspection fees are included in this proposal and based off an assumed \$200,000 to \$500,000 pedestrian element cost.
- IV. Signed and Sealed Construction Drawings, OPCC, and Project Manual
- A. The ENGINEER shall revise the drawings, OPCC, and Project Manual based upon comments received from the 90% milestone submittal and deliver a signed and sealed package ready for CITY procurement.
 - B. The ENGINEER shall submit three (3) hard copies and one (1) electronic copy to the CITY for their records.

PHASE 4 – RIGHT OF WAY ACQUISITION

- I. Right of Way Acquisition Services
 - A. The SURVEYOR shall perform the following ROW services in support of the City of Lubbock to acquire the needed property to construct the proposed roadway improvements.
 1. Schedule and coordinate property appraisals
 2. Obtain Title Reports for each parcel to determine proper owner for negotiations
 3. Conduct appraisals on up to 15 parcels to determine fair market value of properties to establish fair market value for the purchase of a roadway easement
 4. Negotiate with property owners on behalf of County of Lubbock (up to 5 contacts per landowner) for purchase of roadway easement on up to 15 parcels
 5. Obtain final approval from County of Lubbock prior to making offers and prior to making final agreement in negotiations
 6. Deliver properly executed documents to the County of Lubbock.
 - B. Prepare right of way instruments (15 parcels anticipated)
 1. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - a) Parcel number
 - b) Area required
 - c) Legal description
 - d) Current owner
 - e) Easements locatable in the public record.
 - f) All physical features
 - g) Metes and bounds description of parcel to be acquired. Each type of easement shall be described separately.

PHASE 5 – BIDDING

- I. Notice to Bidders
 - A. The ENGINEER shall provide a draft copy of the Notice to Bidders (Bid Advertisement) for CITY to use in notifying construction news publications and publishing appropriate legal notice. The ENGINEER shall provide copies of the Notice to Bidders to selected plan rooms. The cost for publication(s) shall be paid for by CITY.
- II. Distribution of Bid Documents
 - A. The CITY will distribute plans, specifications, addendums, and all other bidding documents through the media of their choice.
- III. Plan Holders List
 - A. The plan holders list will be maintained by the City and published on the media of their choice.
- IV. Pre-Bid Meeting
 - A. The ENGINEER will conduct a pre-bid conference for the construction project and coordinate responses with CITY. Response to the pre-bid conference questions will be in the form of Addenda issued after the conference.
- V. Bidding Assistance and Addenda

- A. The ENGINEER shall respond to prospective bidder's questions and prepare and issue addenda to the bid documents if necessary.
- VI. Bid Opening and Recommendation of Award
 - A. The ENGINEER will assist CITY in the opening, tabulation, and analysis of the bids received. The ENGINEER will also review the qualification information provided by the apparent low bidder and present findings to CITY. The ENGINEER will recommend award of contract or other actions as appropriate to be considered by CITY. Pre-qualifications of all prospective bidders and issuing a list of eligible bidders prior to the bid opening are not part of the services provided by ENGINEER.
- VII. Assemble Construction Contract Documents
 - A. The ENGINEER will assist CITY in the preparation of Construction Contract Documents for the construction Contract. After execution of the documents, five (5) 22-inch by 34-inch hard copies and one (1) electronic copy will be assembled and distributed by the ENGINEER.

EXCLUSIONS

- I. Other additional services, not included in this contract, will be negotiated with the City as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as described below. Items that are considered additional services include but are not limited to:
 - A. Any services not specifically mentioned herein
 - B. Attendance or preparation for Public Meeting(s)
 - C. Attendance or preparation for City Council Meetings
 - D. Attendance or preparation for Planning and Zoning Meetings
 - E. Landscape architecture and irrigation design
 - F. Resurvey to reflect project scope changes requested by the City of Lubbock, required to address changed conditions or change in direction previously approved by the County, mandated by changing governmental laws, or necessitated by the County acceptance of substitutions proposed by the contractor
 - G. Right of Way services for more than 15 parcels and any services not specifically outlined in this scope
 - H. Collection of traffic counts
 - I. Traffic signal warrant studies
 - J. Traffic impact analyses
 - K. Traffic signal design
 - L. Design for additional power connections or circuiting to other devices / equipment (other than roadway luminaires)
 - M. Design for Site Lighting other than along the specified roadway
 - N. Design for Wifi System
 - O. Design for Surveillance System
 - P. Fiber optic or communication design other than conduit runs and pull box.
 - Q. Revisions to plans requested by the City after plans are approved
 - R. Permit fees, filing fees, pro-rated fees, impact fees and taxes
 - S. Property acquisition closing services
 - T. Design of sanitary sewer, water, gas, telephone, or other utility improvements, relocations, or adjustments except as noted herein
 - U. Graphic products except as noted herein
 - V. Design of utilities or other improvements outside of the project boundary or roadway rights of way (not in scope)
 - W. SWPPP preparation
 - X. Environmental assessments
 - Y. Construction staking

- Z. Construction phase services including administration and/or engineering and inspection
- AA. Material testing

SCHEDULE

- I. The scope of services outlined for the above project is based on the schedule provided below. For the purposes of this schedule all days are considered to be working days based upon an assumed 5-day work week.

A.	Kickoff Meeting	15-working days from Notice to Proceed
B.	Level B SUE	30- working days from Notice to Proceed
C.	Geotechnical	40-working days from Notice to Proceed
D.	Design Survey	40-working days from Notice to Proceed
E.	Draft Schematic Design	80-working days from Notice to Proceed
F.	Final Schematic Design	20-working days from receipt of draft schematic comments
G.	Preliminary Design	60-working days from receipt of notice to proceed with final design
H.	Final Design	45-working days from receipt of preliminary design comments
I.	Signed and Sealed Design	30-working days from receipt of final design comments
J.	Bidding Services	Based upon corridor clearance and City's established letting schedule

EXHIBIT B
SCHEDULE OF FEES
FOR
UPLAND AVENUE
FROM 4TH STREET TO 19TH STREET

Exhibit B defines the basis of compensation to the ENGINEER for the services renders as described under Exhibit A.

<u>PHASE</u>	<u>FEE</u>
PHASE 1 – PROJECT MANAGEMENT AND COORDINATION	
KICKOFF AND COORDINATION MEETINGS	\$23,100
PROJECT MANAGEMENT, QAQC, AND REPORTING	\$19,800
UTILITY COORDINATION	\$50,800
AGENCY COORDINATION	\$13,300
PHASE 2 – FIELD DATA COLLECTION	
SUE	
LEVEL B	\$31,900
LEVEL A CONTINGENCY	\$12,200
RIGHT OF ENTRY AND SURVEY	\$55,800
GEOTECHNICAL	\$17,700
PHASE 3 – DESIGN	
SCHEMATIC DESIGN	\$129,000
PRELIMINARY DESIGN	\$190,500
FINAL DESIGN	\$104,700
SIGNED AND SEALED DESIGN	\$27,300
PHASE 4 – RIGHT OF WAY ACQUISITION	
RIGHT OF WAY ACQUISITION	\$226,200
RIGHT OF WAY INSTRUMENTS	\$37,700
PHASE 5 – BIDDING	\$9,700
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PROJECT TOTAL	\$949,700

Services will be provided on a time and material basis not to exceed the project total shown above. Printing, delivery, and subconsultant charges will be invoiced at direct cost times 1.1.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2023-976381

Date Filed:
 01/26/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Half Associates, Inc.
 Richardson, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 17113
 Project management, survey, SUE, geotechnical, design, acquisition, and bidding services for the reconstruction of Upland Avenue from 4th Street to 19th Street.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Baker, Jessica	Richardson, TX United States	X	
	Bertram, Shawn	Austin , TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Killen , Russell	Richardson, TX United States	X	
	Llewellyn Sr., Mark	Tallahassee, FL United States	X	
	Miller, Steven	Austin, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Pylant, Ben	Fort Worth , TX United States	X	
	Sagel , Joseph	Richardson, TX United States	X	
	Tanksley , Dan	Richardson, TX United States	X	
	Zapalac, Russell	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

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	Edwards, Mark	Richardson, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Killen , Russell	Richardson, TX United States	X	
	Llewellyn Sr., Mark	Tallahassee, FL United States	X	
	Miller, Steven	Austin, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Pylant, Ben	Fort Worth , TX United States	X	
	Sagel , Joseph	Richardson, TX United States	X	
	Tanksley , Dan	Richardson, TX United States	X	
	Zapalac, Russell	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

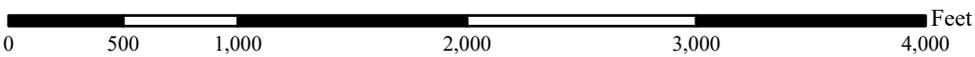
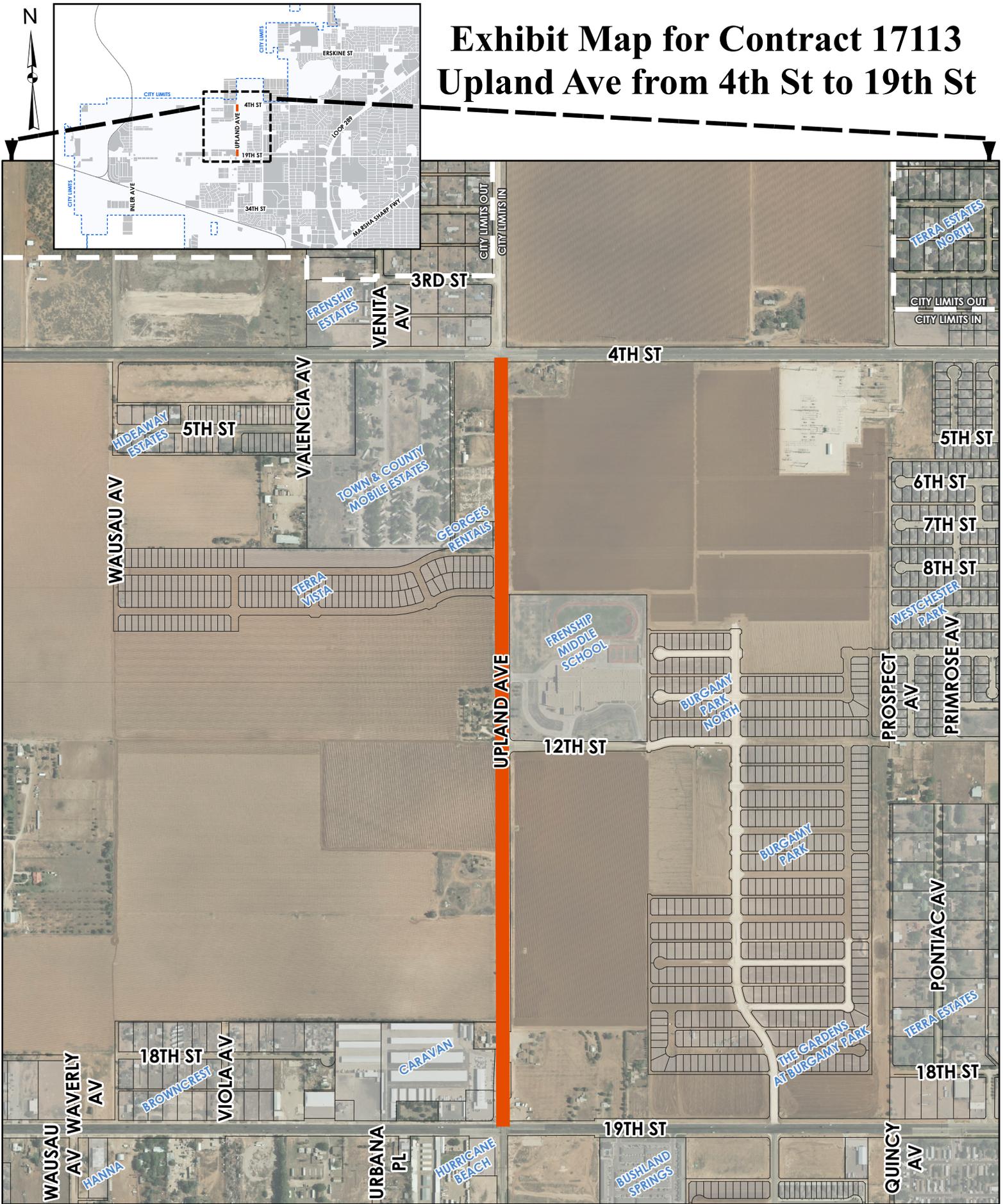
I declare under penalty of perjury that the foregoing is true and correct.

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

 Signature of authorized agent of contracting business entity
 (Declarant)

Exhibit Map for Contract 17113

Upland Ave from 4th St to 19th 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.



**City of Lubbock
Capital Project
Project Cost Detail
February 11, 2025**

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

<i>Encumbered/Expended</i>	<u>Budget</u>
City of Lubbock Staff Time	11,633
Contract 17113 with Half Associates, Inc. for Design Services	949,700
Parcel 6 - Land Acquisition	24,740
Parcel 7 - Land Acquisition	13,633
Parcel 8 - Land Acquisition	54,487
Parcel 13 - Land Acquisition	51,018
Parcel 16 - Land Acquisition	63,785
Parcel 21 - Land Acquisition	36,621
Parcel 20 - Land Acquisition	28,350
Parcel 12 - Land Acquisition	32,422
Parcel 17 - Land Acquisition	96,876

Agenda Item February 11, 2025
 Amendment 1 -

Encumbered/Expended To Date 1,363,265

Estimated Cost for Remaining Appropriation
 Upland Avenue: 4th St to 19th St - 22B Construction 13,336,735

Remaining Appropriation -

Total Appropriation \$ 14,700,000



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

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

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

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2022-23 \$3,200,000 was appropriated by Ord. 2022-00169
- FY 2024-25 \$11,500,000 was appropriated by Ord. 2024-00128

Project Dates

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

Project Location

Upland Ave - 4th Street to 19th Street

Project Appropriations

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

Project Funding

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

Operating Budget Impacts

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



AI# 13215

Regular City Council Meeting

02/11/2025:

5.9.

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract No. 17618, and related documents, by and between the City of Lubbock and Freese & Nichols, Inc., for the Southeast Water Reclamation Plant No. 3 Biological Nutrient Removal Improvements.

Item Summary

More than 10 years ago, the City began upgrading the Southeast Water Reclamation Plant (SEWRP) facilities in phases, with a goal to upgrade Plant No. 3 and Plant No. 4. The upgrades include incorporating biological nutrient removal (BNR) into the treatment process, thereby allowing the effluent to become stream quality water and to be discharged into the North Fork of the Double Mountain Fork of the Brazos River.

While Plant No. 4 has been upgraded with BNR removal, Plant No. 3 still requires upgrading. Improving the wastewater quality produced by Plant No. 3 will assist the City in moving away from expensive land application disposal and will support more beneficial uses in the future, such as Lake 7.

On June 13, 2021, the City Council awarded Contract 15739 to Freese & Nichols, Inc., for evaluating various alternatives of biological nutrient removal processes and for providing a preliminary engineering report specifying the most cost-effective technology to use for Plant No. 3 BNR upgrades.

On October 10, 2023, the City Council awarded Contract 17618 to Freese & Nichols, Inc., for design services for the Southeast Water Reclamation Plant No. 3 BNR improvements.

Under the proposed amendment, Amendment No. 1 to Professional Services Contract 17618, Freese & Nichols, Inc., will perform the following services associated with the SEWRP Plant No. 3. BNR Improvements Capital Improvements Project:

- Electrical system design for converting the voltage of the Aeration Basin Blowers from 2400V to the standard 480V system;
- Aeration Basin Blower Control system design for a dissolved oxygen control system; and,

- Electrical Early Procurement Package to purchase long lead electrical equipment items, including pad-mounted transformers and 480V switchboards.

Contract negotiations were conducted with Freese & Nichols, Inc., and fair and reasonable hourly rates were determined for a total contract amendment amount not to exceed \$105,660, with 180 consecutive calendar days to perform the services.

Fiscal Impact

Amendment No. 1 to Contract 17618 with Freese & Nichols, Inc., for \$105,660 is funded in Capital Improvement Project 92674, SEWRP Improvements Plant 3 Nutrient Removal.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution

Amendment No. 1

Contract 17618

Location 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 execute for and on behalf of the City of Lubbock, Amendment No. 1 to the professional services agreement Contract No. 17618 for the Southeast Water Reclamation Plant No. 3 BNR improvements by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

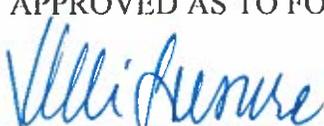
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**Amendment 1
To Agreement Between
The City of Lubbock, TX
And
Freese and Nichols, Inc.**

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 10th day of October, 2023, Contract No. 17618, by and between the City of Lubbock ("City") and Freese and Nichols, Inc. ("Engineer"), collectively (the "Parties").

Engineer is providing professional services for the Southeast Water Reclamation Plant No. 3 BNR Improvements engineering design services (the "Activities").

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

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

The scope of the original agreement is hereby amended to include additional services for an aeration basin blower voltage change as described and set forth in "Exhibits A", attached hereto and incorporated herein. Further, the additional services herein shall be completed for an amount not to exceed one hundred five thousand six hundred sixty dollars and 00/100 (\$105,660.00) as set forth in "Exhibit B", attached hereto and incorporated herein. An additional one hundred eighty (180) days shall be added to the term for the Engineer to complete the services herein agreed.

All other terms of the agreement remain the same and are not altered herein.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____ 2025.

CITY OF LUBBOCK

Freese and Nichols, Inc.

MARK W. MCBRAYER, MAYOR

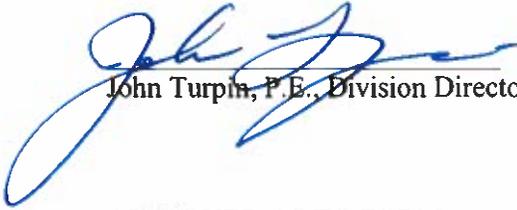


Nicholas Lester, P.E., VP/Principal

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

John Turpin, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

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

Kelli Leisure, Senior Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES FOR:
SOUTHEAST WATER RECLAMATION PLANT NO. 3 BNR IMPROVEMENTS
ENGINEERING DESIGN SERVICES
AMENDMENT NO. 1

General:

One of the City of Lubbock's (OWNER) goals from the Strategic Water Supply Plan is to improve the effluent quality of its Southeast Water Reclamation Plant (SEWRP) No. 3 such that it can be discharged directly to the North Fork of the Double Mountain Fork of the Brazos River. The purpose of this project is to incorporate biological nutrient removal (BNR) into the SEWRP No. 3, along with supporting improvements, to allow direct discharge of effluent into the North Fork of the Double Mountain Fork of the Brazos River. The OWNER has requested several changes to the scope of services after the 90-percent review workshop as outlined below.

This Amendment No. 1 includes the following changes to the scope of services:

1. Aeration Basin Blower Voltage Change
2. Aeration Basin Blower Control
3. Electrical Early Procurement Package

Basic Services:

A. Task 1 – Aeration Basin Blower Voltage Change

1. The existing blower feed is 2400V and the project was scoped and developed through 90% design to keep the existing feed. After the 90% design review workshop, the OWNER directed to change the voltage powering the aeration basin blowers from 2400V to 480V. This design change consists of the following additional efforts:
 - a. Replace two 12.47kV-2400V unit substation transformers with 12.47kV-480V pad-mounted transformers.
 - b. Change electrical distribution equipment and reduced voltage soft-starters from 2400V to 480V.
 - c. Update the 90% drawings and specifications to incorporate the 480V transformers and other 480V electrical equipment – switchboard and soft-starters.
 - d. Update the opinion of probable construction costs (OPCC) to incorporate the electrical changes.
 - e. Meet with the OWNER to review the revised electrical drawings and specifications. Incorporate OWNER comments into the Issued for Construction drawings and specifications. It is assumed the meeting will be in-person and held in conjunction with the overall project 100% submittal review workshop.

B. Task 2 – Aeration Basin Blower Control

1. The project was scoped to have constant speed blowers with soft starters, consistent with the existing blowers. Through 90% design, the project included blower inlet modulating valves such that the operator would set a desired system flow rate (calculated by blower motor amp draw) and the inlet valves would modulate to maintain the flow rate. Dissolved oxygen (DO) in the aeration basins would be measured by grab samples. After the 90% design review workshop, the OWNER directed to change the control strategy of the blowers from an airflow-based control to a DO based control scheme. These design changes consist of the following additional efforts:
 - a. Provide modulating electrical actuators on existing 20-inch butterfly valves on the main line to each aeration basin (total of three).
 - b. Provide two DO probes in each aeration basin to modulate the 20-inch butterfly valve electrical actuator to maintain a desired DO setpoint (total of six).
 - c. Modify control narratives to accommodate a DO based control scheme.

C. Task 3 - Early Procurement Package

1. The project bid phase services was scoped to bid the project only once. The OWNER has accelerated the timeline for when the SEWRP No. 3 needs to produce stream quality to as soon as January 1, 2028. To meet this schedule, it is recommended to procure long lead electrical items inclusive of the pad-mounted transformers and the 480V switchboard.
2. The aeration basin modifications will be sequenced during construction such that only one basin can be offline at a time. It is anticipated that early procurement of the long lead electrical items will allow one basin to be substantially complete prior to January 1, 2028; however, the other two basins will take additional time. As such, the OWNER understands the SEWRP No. 3 would be limited to one-third of its capacity as of January 1, 2028 (i.e. 2.7 MGD annual average daily flow and 6.0 MGD peak two-hour flow). Excess flows would need to be treated by the SEWRP No. 4 and/or the Northwest WRP until the remaining two aeration basins are substantially complete.
3. The following additional efforts are associated with the early procurement package:
 - a. Prepare 95% early procurement bid documents – Plans and Specifications.
 - b. Attend one review meeting via Teams with the OWNER to review 95% bid documents.
 - c. Finalize 100% bid documents.
 - d. Prepare one PDF set of bid documents for advertisement.
 - e. Attend one pre-bid conference via Zoom.
 - f. Attend bid opening via Zoom.
 - g. Evaluate bids and provide letter of recommendation.

Time of Completion: FNI is authorized to commence work on Amendment No. 1 upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Notice to Proceed (NTP)	Set by OWNER
100% Plans and Specifications (entire project)	75 days after NTP
100% Review Workshop	90 days after NTP
Final Plans and Specifications	30 days after 100% review workshop

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

**EXHIBIT B
BUDGET
SOUTHEAST WATER RECLAMATION PLANT NO. 3 BNR IMPROVEMENTS
ENGINEERING DESIGN SERVICES
AMENDMENT NO. 1**

Basic Services

CITY and ENGINEER have established a lump sum budget of \$105,660.00 to complete the Basic Services under this AGREEMENT. These services will be billed monthly on an estimated percent completed basis. This amount will not be exceeded without a contract amendment.

**EXHIBIT B
DETAILED COST BREAKDOWN
SOUTHEAST WATER RECLAMATION PLANT NO. 3 BNR IMPROVEMENTS
ENGINEERING DESIGN SERVICES
AMENDMENT NO. 1**

Basic Services

Description	Fee
Aeration Basin Blower Voltage Change	\$59,752
Aeration Basin Blower Control	\$12,616
Electrical Early Procurement Package	\$33,292
Total	\$105,660

Resolution No. 2023-R0496
Item No. 5.14
October 10, 2023

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 17618 for design services for the southeast water reclamation plant No. 3 BNR improvements, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on October 10, 2023.



TRAY PAYNE, MAYOR

ATTEST:



Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement (“Agreement”) Contract No. 17618 is entered into this 10th day of October, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., (the” Engineer”), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Southeast Water Reclamation Plant No. 3 BNR Improvements Engineering Design Services, (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 600 days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, a lump sum fee of \$1,412,219 for basic services and \$87,172 for special services for a total contract amount of \$1,499,391 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 "B", attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Engineer is at all times responsible to the City to perform the Services as provided in this Agreement and the Engineer is in no event relieved of any obligation under this Agreement upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by the Engineer shall be required by the Engineer to carry, for the protection and benefit of the City and the Engineer and naming said third parties as additional insureds, insurance as described above required to be carried by the Engineer in this Agreement.

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Freese & Nichols, Inc.
Chad Simmons, P.E.
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
Telephone: (817) 735-7305
Email: chad.simmons@freese.com

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

Zoltan Fekete, P.E.
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-3317
Email: zfekete@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK



TRAY PAYNE, MAYOR

ATTEST:



Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Firm

FREESE AND NICHOLS, INC.

By: 

Nicholas Lester, P.E., VP/Principal

Email: ncl@freese.com

EXHIBIT A
SCOPE OF SERVICES FOR:
SOUTHEAST WATER RECLAMATION PLANT NO. 3 BNR IMPROVEMENTS
ENGINEERING DESIGN SERVICES

General:

One of the City of Lubbock's (OWNER) goals from the Strategic Water Supply Plan is to improve the effluent quality of its Southeast Water Reclamation Plant (SEWRP) No. 3 such that it can be discharged directly to the North Fork of the Double Mountain Fork of the Brazos River. The purpose of this project is to incorporate biological nutrient removal (BNR) into the SEWRP No. 3, along with supporting improvements, to allow direct discharge of effluent into the North Fork of the Double Mountain Fork of the Brazos River.

A. This Project includes the following services:

1. Project Management
2. Final Engineering Report
3. Preliminary Design
4. Final Design
5. Bid Phase Services
6. Topographic Survey and LiDAR Scan
7. Geotechnical Engineering
8. TPDES Permitting

B. The Project does not include the following services:

1. Use of collaborative project delivery (CMAR or design-build).
2. General Representation and Resident Project Representation.
3. Preparation of an Environmental Technical Memorandum, preparation of a Pre-Construction Notification, coordination with the Texas Historical Commission, individual Section 404 permit application to the USACE, performing a survey for federally listed threatened or endangered species, providing cultural resource survey, or preparation of a Phase I/II environmental site assessment.

ARTICLE I

Basic Services:

A. **Task 1 - Project Management**

1. Perform general administrative duties associated with the Project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, project team management, implementation of a Quality Assurance (QA) and

Quality Control (QC) program for the project, and invoicing for the scope items identified below. Documentation shall be in accordance with OWNER requirements for the Project. These duties include maintaining regular communication with the OWNER to help meet the needs of the OWNER in a timely manner and executing work per the work plan, budget, and schedule.

2. Prepare a Microsoft Project schedule. The project schedule will not be resource loaded.
3. Prepare and deliver up to fifteen (15) monthly reports to the OWNER regarding project status, anticipated upcoming work, information needs, status of deliverables, and project schedule.
4. Prepare for and facilitate an in-person project kick-off workshop to clarify the OWNER's requirements for the Project, review the scope of services, Project staffing and organization, and schedule.
5. Conduct up to nine (9) periodic virtual progress meetings with the OWNER.
6. Prepare for and facilitate four (4) review workshops with the OWNER at the 30%, 60%, 90%, and final design deliverables. Prepare draft summaries to include action items lists, decisions lists, and general discussion topics for review and approval by OWNER. It is assumed the 30%, 60%, and 90% workshops will be in-person and the final design workshop will be virtual. Detailed design elements shall be developed using AutoCAD and Autodesk Revit BIM software for modeling the plant arrangement, coordinating with the OWNER on the detailed mechanical, equipment, and structures, and for the development of plan sheets for bidding purposes. As such, some reviews will include 3D BIM Model reviews, and some will incorporate traditional 2D plan reviews.

B. Task 2 – Final Engineering Report

1. Further develop the selected baseline BNR alternative from the SEWRP No. 3 BNR Improvements Final Alternative Treatment Technology Evaluation Report (FNI, 2022) into a Final Engineering Report that establishes the basis of design and requirements of TCEQ 217. The report will include the following:
 - a. Project background
 - b. Map of the SEWRP site, buffer zone, and 100-year floodplain
 - c. Proposed Site Plan
 - d. SEWRP No. Process Flow Diagram
 - e. SEWRP No. 3 Hydraulic Profile
 - f. Design flows and loads
 - g. Final sizing of oxic, anoxic, and anaerobic selector zones
 - h. Design criteria for major equipment (no. of units, capacity, motor horsepower etc.) for the following:
 - aeration basin blowers
 - 4160V MCC at blower building
 - aeration basin diffusers
 - aeration basin hyperboloid mixers
 - aeration basin nitrified recycle pumps

- chemical storage tank(s)
 - chemical feed pumps
 - primary sludge pumps
 - post aeration aspirating mixers
- e. As part of the blower MCC replacement, a power system analysis consisting of motor starting study will be performed to model the starting of the blowers and what impact the starting the blowers via reduced voltage starters has on the plant's electrical distribution system.
 - f. List of supporting improvements
 - g. Develop an opinion of probable construction cost (OPCC) for the recommended improvements.
 - h. The *draft* Final Engineering Report will be delivered at the same time as the 30% design deliverable. Provide one (1) electronic copy in PDF format and eight (8) hard copies of the *draft* Final Engineering Report to the OWNER. Incorporate comments received from the 30% review workshop in Task No. 1 into the report and deliver one (1) electronic copy in PDF format of the Final Engineering Report and four (4) hard copies to the OWNER.

C. Task 3 - Preliminary Design Phase (30%)

Incorporate biological nutrient removal into the SEWRP No. 3 activated sludge system consistent with the baseline alternative recommendations of the SEWRP No. 3 BNR Improvements Final Alternative Treatment Technology Evaluation Report (FNI, 2022) and Final Engineering Report (Task 2).

The following design elements are included in the SEWRP No. 3 BNR Improvements:

1. Existing Aeration Basins

- a. Remove and replace the diffusers. Modify the pipe drops to accommodate the new diffuser arrangement. It is assumed there will be no automation for airflow to the drops.
- b. Add internal concrete baffle walls (3 per basin x 3 basins).
- c. Add 4 hyperbolic mixers and supporting walkways (4 per basin x 3 basins).
- d. Add internal recycle pump (1 per basin x 3 basins).
- e. Remove the influent slide gates along the aeration basin influent Y-channel and blind flange the opening.
- f. Remove and replace the top of the aeration basin influent concrete Y-channels. Consider filling in the channels. It is assumed the OWNER will be able to remove one of the Y-channel top concrete panels in order for the design team to visually inspect the condition of the concrete.
- g. Modify the influent piping to have separate lines for raw influent and return activated sludge.
- h. Replace the drain mud valves.
- i. Remove the chain linked fence railing and replace with aluminum handrails.

2. Existing Aeration Basin Pipe Gallery

- a. Remove and replace the membrane roof.

- b. Remove and replace the transformer and panelboard.
 - c. Add electrically actuated modulating valves and flow meters on the primary effluent piping and return activated sludge piping to allow flow to be equally split to the three aeration basins. The primary effluent piping and return activated sludge piping will be fed separately to each basin (i.e. not combined).
 - d. It is assumed there are no HVAC modifications required for the Aeration Basin Pipe Gallery.
3. Existing Aeration Basin Blower Building
- a. Remove and replace the multistage centrifugal blowers with new multistage centrifugal blowers. It is assumed the new blowers are constant speed and will not be on VFDs.
 - b. Remove and replace the 4160V MCC.
 - c. Modify roof downspouts on the south end of the building to drain away from the building.
 - d. Other than removed or modified equipment pads, it is assumed no structural modifications will be required for equipment being removed and replaced and no HVAC modifications are required.
4. Existing Primary Clarifier No. 1
- a. Remove and replace the control panel.
 - b. It is assumed no structural modifications will be required for equipment being removed and replaced.
5. Existing Primary Sludge Pump Station
- a. Remove and replace the primary sludge pumps, piping, and valves. It is assumed the piping and valves will be replaced in-kind and replacement is limited to what is inside the pump station building.
 - b. Remove and replace the control panels and instrumentation.
 - c. Remove and replace the HVAC system.
 - d. Remove and replace the membrane roof.
 - e. Other than removed or modified equipment pads, it is assumed no structural modifications will be required for equipment being removed and replaced.
6. Existing Filter Complex
- a. Remove and replace the filter control panels and exhaust fan starter.
 - b. Remove and replace the exhaust fan.
 - c. Add aspirating mixers for post aeration in the existing filter effluent channel.
 - d. It is assumed no structural modifications will be required for equipment being removed and replaced.

7. Existing UV Disinfection
 - a. Coordinate with vendor to develop equipment replacement and refurbishment needs.
 - b. Remove and replace the panelboards.
8. New Chemical Storage and Feed Facility
 - a. Provide a new chemical storage and feed facility for chemical phosphorous removal.
 - b. It is assumed the chemical storage tank(s) will be located outside within a concrete containment structure and the pumps will be located adjacent to the containment area and indoors in a FRP enclosure or in a pre-engineered metal building, similar to the chemical storage and feed system for Plant No. 4.
9. Plant No. 3 Effluent Yard Piping
 - a. Tie into the existing effluent piping of the UV Disinfection Facility and route new yard piping to Outfall No. 7. Evaluate options for tying into Outfall No. 7 including; (1) tying into the effluent channel of the Plant No. 4 Cascade Post Aeration Structure, (2) tying into the effluent piping between the Plant No. 4 Cascade Post Aeration Structure and Outfall No. 7 and (3) tying directly into Outfall No. 7.
10. Provide one (1) electronic copy in PDF format and eight (8) hard copies of the 30% design documents for review by the OWNER. The 30% design documents will include process flow and instrumentation diagrams (P&ID), proposed process layouts, and a specification list. During the workshop, the design team will walk the OWNER through the facility 3D models and 2D drawings, including relevant treatment process, structural, electrical, architectural, and plumbing/HVAC elements. Comments will be discussed during the 30% design workshop in Task No. 1.

D. Task 4 – Final Design Phase

1. Obtain and review OWNER-furnished front-end documents, general conditions, and special conditions for the construction contracts. Meet with OWNER to review comments, and revise OWNER's standard documents accordingly.
2. 60% Review: Prepare drawings, specifications, and construction contract documents of improvements to be constructed. Furnish OWNER eight (8) sets of copies of drawings, specifications, and bid proposals. FNI will meet with the Owner in-person to present the plans and specifications and receive comments. Review documents will include a detailed review of both model spaces and conventional 2D construction contract drawings. FNI will receive comments from OWNER and address comments in the 60% Review Workshop.
3. 90% Review: Furnish OWNER eight (8) sets of copies of drawings, specifications, and bid proposal. FNI will meet with the OWNER in-person to present the plans and specifications and receive comments. During the review workshop, discuss Maintenance of Plant Operations (MOPO) and construction sequencing.
4. 100% Review: Furnish OWNER eight (8) sets of copies of drawings, specifications, and bid proposal. FNI will meet with the OWNER virtually to present the plans and specifications and receive comments. During the review meeting, discuss Maintenance of Plant Operations (MOPO) and construction sequencing. Upon final approval by OWNER, FNI will provide OWNER eight (8) sets of copies of "Issued for Bid" plans and specifications.

5. Deliverables for the Final Design Phase include:
 - a. Front-end documents for construction
 - b. OPCC at 60%, 90%, and 100% submittals
 - c. 60% submittal of Plans and Specifications
 - d. 90% submittal of Plans and Specifications
 - e. 100% submittal of Plans and Specifications
 - f. Final (issued for bid) Plans and Specifications

E. Task 5 – Bid Phase Services

Bid Phase Services assumes the project is constructed with a traditional design-bid-build process with competitive sealed proposals and is bid only once. Upon completion of the design services and approval of “Final” drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Issue a Notice to Bidders for the OWNER to distribute to prospective contractors and vendors, and to selected plan rooms, using the OWNER’s standard bid process. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
2. Assist OWNER by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary, following the OWNER’s standard bid process.
3. Assist the OWNER in conducting a pre-bid conference for the construction project and coordinate responses to questions with OWNER. Responses to the pre-bid conference questions will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
4. Develop an example “Construction Sequence” presentation, demonstrating to potential Contractors possible methodologies for sequencing construction events. FNI will also provide special procedures and construction constraints, clearly identified in the plans, specs and in the presentation, to define limitations for the Contractor to take any unit process or plant facility out of service for construction. Present the sample construction sequence at the pre-bid conference.
5. At OWNER request, FNI will assist OWNER in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by OWNER.
6. Prepare Notice of Award for the OWNER to issue to the Contractor upon award of the Contract by the OWNER with instructions of execution of the Contract Documents.
7. Assist the OWNER in reviewing executed Contract Documents, bonds, and certificates of insurances for conformance with the requirements of the Contract Documents.
8. Forward Contract Documents to the OWNER with a recommendation of execution and distribution of documents. Up to eight (8) half-size conformed construction plans, four (4) sets of executed construction specifications, and four (4) sets of conformed construction

specifications shall be provided. Conformed plans and specifications shall incorporate any changes from addendum into the Contract Documents.

9. Deliverables for the Bid Phase include:
 - a. Notice to Bidders
 - b. Electronic copies of plans, specifications, bidding documents, and addenda
 - c. Recommendation of Award with tabulation of bids
 - d. Notice of award
 - e. Conformed contract documents for execution and distribution

ARTICLE II

Special Services:

A. Task 6 – Topographic Survey and LiDAR Scan

FNI will retain, monitor, and direct, through a subcontract, the efforts of a survey firm (Hugo Reed) to provide the following services:

1. Provide detailed topographic surveying within the limits of the Project showing existing contours at a one-foot interval.
2. Establish at least two (2) horizontal and vertical control points for the Project. The horizontal control shall be based on the Texas State Plane Coordinate System, North Central Zone North American Datum NAD-83 Coordinates and the vertical control being based on the North American Vertical Datum NAVD-88.
3. The survey will tie down existing features on the property including existing above grade structures and surface features associated with underground utilities to provide a base for the design phase.
4. Prepare composite base map of all features located in the field through the survey.
5. Identify existing property boundaries, right-of-way lines and easements that are shown on existing recorded plats.
6. Perform a full-room LiDAR scan of Aeration Basin Pipe Gallery room using 3D photogrammetry technology and LiDAR laser scanning. Process the resultant point cloud into an RCP file compatible with Revit.

B. Task 7 – Geotechnical Engineering

The proposed geotechnical scope of work will consist of field exploration, laboratory testing, engineering analysis and reporting, and design as follows:

1. Provide geotechnical recommendations for foundation design for the following proposed structures:
 - a. Chemical feed storage tank(s)
 - b. Chemical feed building
2. Provide boring log(s) for Plant No. 3 effluent piping.

3. Field Exploration

- a. FNI will meet with plant staff to locate the borings clear from existing utilities and accessible to truck-mounted drilling rig. Notify Texas 811 to request location and marking of existing underground utilities prior to the field exploration.
- b. Subcontract with a geotechnical drilling contractor for a Geotechnical Data Report to include up to 3 borings; 2 borings to maximum depth of 25 feet for the chemical feed facility, and 1 boring to 15 feet for a 42-inch pipeline in the plant area. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. Rock and rock-like materials will be tested insitu using a TxDOT Cone Penetration Test, as appropriate for the material. At completion, the boreholes will be backfilled with auger cuttings.

4. Laboratory Testing

- a. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor with results provided in the Geotechnical Data Report.
- b. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
 1. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 2. Moisture content
 3. Dry unit weight
 4. Unconfined compressive strength
 5. One-dimensional swell (restrained)

5. Engineering Analysis

- A. Prepare a technical memorandum of the geotechnical investigation to include:
 1. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 2. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
 3. Foundation design recommendation and site preparation recommendations for the chemical feed facility.
 4. General discussion of expected construction related issues.
 5. Earthwork related recommendations for use during development of the plans and specifications.
- B. A Geotechnical Memorandum will present the foundation design recommendation. The Geotechnical Data Report will be included with the Geotechnical Memorandum.

C. Task 8 – TPDES Major Permit Amendment

FNI will assist the OWNER in applying for a TPDES Major Permit Amendment to increase the permitted annual average flow of Outfall No. 7 beyond its current permitted limit of 14.6 MGD up to 22.1 MGD. FNI will proceed with performance of these services as follows:

1. Compile Existing Information and meet with OWNER: FNI will obtain the current TPDES permit application forms from the TCEQ. Where appropriate, FNI will use information, including pertinent maps and drawings, from the OWNER's previous TPDES permit application to address questions in the current application. If necessary, FNI will meet with the OWNER to review data, identify other information needed for the application, and take photographs and make general observations at the facility site. OWNER shall provide to FNI all previous application documents and relevant data.
2. FNI will facilitate a virtual pre-application meeting with TCEQ and OWNER to discuss the proposed improvements and anticipated limits.
3. Compile Effluent Analysis Results: FNI will coordinate with the OWNER and its laboratory in obtaining laboratory analyses required for the permit application. FNI will provide the OWNER and its designated laboratory with copies of tables from the current OWNER application form for the laboratory to complete. FNI proposes that the laboratory complete these tables to reduce the risk of transcription errors. Upon receipt, FNI will review the tables for consistency with TCEQ required minimum analytical limits (MALs) and for reasonability of the results. OWNER shall contract directly with the analytical laboratory as needed and provide the necessary data.
4. Prepare Permit Application and Transmittal Letter: FNI will prepare a draft permit amendment application and provide a digital copy for the OWNER's review. The application will include maps, engineering drawings, schematic diagrams, and other required figures. FNI will finalize the application based on the OWNER's comments and deliver a final original application and three (3) copies for the OWNER to transmit to the TCEQ. FNI will also provide up to two (2) copies of the final application for the OWNER's files.
5. Post Application Submittal Follow-up: Following submittal of the application, FNI will answer questions and respond to up to four requests (approximately 40 hours) for additional information from the TCEQ. Additional effort for TCEQ requests for information can be provided as an additional service, if needed.
6. Review TPDES Draft Permit: FNI will review the draft TPDES permit issued by the TCEQ following TCEQ's review of the renewal application. FNI will prepare a memorandum outlining the changes to the draft permit and general comments regarding the draft permit for the CLIENT to review prior to the TCEQ response deadline.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Notice to Proceed (NTP)	Set by OWNER after Council execution of this Agreement
Final Engineering Report	90 days after NTP
30% Design Submittal	90 days after NTP
60% Design Submittal	90 days after 30% review workshop/OWNER comments
90% Design Submittal	90 days after 60% review workshop/OWNER comments
100% Design Submittal	40 days after 90% review workshop/OWNER comments

Final Plans and Specifications	30 days after 100% review meeting/OWNER comments
Bid Phase Services	90 days after OWNER approval of final plans and specifications

The above schedule assumes a total Project schedule of 600 calendar days. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE IV

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Zoltan Fekete, 1314 Avenue K, Lubbock, Texas 79401; Phone 806- 775-3317; email zfekete@mail.ci.lubbock.tx.us

FNI's Designated Representative – Chad Simmons, 801 Cherry Street, Suite 2800, Fort Worth, Texas 76102; Phone 817-735-7305; email chad.simmons@freese.com

FNI's Accounting Representative – Erin Westbrook, 801 Cherry Street, Suite 2800, Fort Worth, Texas 76102; Phone 817-735-7290; email erin.westbrook@freese.com

**EXHIBIT A, PART 2, ADDITIONAL SERVICES
SOUTHEAST WATER RECLAMATION PLANT NO. 3 BNR IMPROVEMENTS
ENGINEERING DESIGN SERVICES**

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
- B. Lead and asbestos survey.
- C. Conducting pilot plant studies or tests.
- D. General Project Representation during construction phase.
- E. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase
- F. Startup and Commissioning Services.
- G. Use of collaborative project delivery methods (CMAR or design-build).
- H. Services required to resolve bid protests or to rebid the projects for any reason.
- I. Updating the SEWRP Operation and Maintenance Manual to incorporate the proposed facilities.
- J. Preparation of a Section 404 permit application or coordination with the U.S. Army Corps of Engineers (USACE).
- K. Presence/absence surveys for federally listed threatened/endangered species.
- L. Conducting cultural resources studies or surveys.
- M. Phase I/II Environmental Site Assessments.
- N. Other environmental permitting assistance or services not specifically described under SPECIAL SERVICES of this scope.
- O. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- P. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- Q. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- R. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- S. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

**EXHIBIT A, PART 3, RESPONSIBILITIES OF THE OWNER
SOUTHEAST WATER RECLAMATION PLANT NO. 3 BNR IMPROVEMENTS
ENGINEERING DESIGN SERVICES**

RESPONSIBILITIES OF Owner: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders, herein so called, may be required. Any responsibility of Engineer for the costs of Covered Changed Orders will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the responsibility of Engineer for the costs of Change Orders will not include:
- any costs that Owner would have incurred if the Change Order work had been included originally in the Contract Documents and its lack of inclusion was not due, in whole or in part, to any fault, error, or omission of Engineer related thereto,
 - Any costs that are due to unforeseen site conditions, or
 - Any costs that are due to changes made by the Owner.
 - Any costs that are incurred due to the negligence of the construction contractor
- Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.
- B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as provided in this AGREEMENT.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, except as otherwise the responsibility of FNI as provided in this AGREEMENT.
- H. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- I. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit "A," Part 2, if deemed necessary by Owner.

FNI _____
OWNER _____

- J. Bear all costs incident to compliance with the requirements of this Exhibit "A", Part 3.
- K. Provide the following services, unless provided specifically otherwise in this Agreement:
- a. Provide land acquisition services.
 - b. Pay all permits fees and mitigation cost.
 - c. Provide land title research and title policy.
 - d. Provide advertisement for bids in local publications as required.

FNI _____
OWNER _____

EXHIBIT B
Budget
Southeast Water Reclamation Plant No. 3 BNR Improvements
Engineering Design Services

Basic Services

CITY and ENGINEER have established a lump sum budget of \$1,412,219.00 to complete the Basic Services under this AGREEMENT. These services will be billed monthly on an estimated percent completed basis. This amount will not be exceeded without a contract amendment.

Special Services

CITY and ENGINEER have established a not-to-exceed budget of \$87,172 to complete the Special Services under this AGREEMENT. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT B. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. This amount will not be exceeded without a contract amendment.

The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract which shall be negotiated at that time.

The budget assumes that all work will be completed within **600 calendar days** from the Notice to Proceed.

EXHIBIT B
Detailed Cost Breakdown
Southeast Water Reclamation Plant No. 3 BNR Improvements
Engineering Design Services

Basic Services

Description	Fee
Project Management	\$231,325
Final Engineering Report	\$76,060
Preliminary Design	\$288,191
Final Design	\$743,501
Bid Phase Services	\$73,142
Total	\$1,412,219

Special Services

Description	Fee
Survey	\$25,379
Geotechnical Engineering	\$27,019
TPDES Major Permit Amendment	\$34,774
Total	\$87,172

Total Contract Amount \$1,499,391

EXHIBIT B
Hourly Rate Schedule Compensation
Southeast Water Reclamation Plant No. 3 BNR Improvements
Engineering Design Services

<u>Position</u>	<u>Rate</u>
Principal / Group Manager	342
Technical Professional - 6	335
Technical Professional - 5	270
Technical Professional - 4	232
Technical Professional - 3	194
Technical Professional - 2	170
Technical Professional - 1	140
CAD Technician/Designer - 3	188
CAD Technician/Designer - 2	141
CAD Technician/Designer - 1	112
Senior CAD Technician/Designer	232
Construction Manager - 4	200
Construction Manager - 3	151
Construction Manager - 2	143
Construction Manager - 1	112
Corporate Project Support - 3	157
Corporate Project Support - 2	141
Corporate Project Support - 1	108
Intern/ Coop	73

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>			<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$1
	Small Format (per copy)	\$0.00	\$0.00	Pressure Data Logger (each)	\$100
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day)	\$200
\$8.50 per hour	Bond	\$8.50	\$0.25	Microscope (each)	\$50
	Glossy / Mylar	\$0.58	\$0.25	Pressure Recorder (per day)	\$150
	Vinyl / Adhesive	\$0.10	\$0.25	Ultrasonic Thickness Guage (per day)	\$75
	Mounting (per sq. ft.)	\$0.75		Coating Inspection Kit (per day)	\$100
	Binding (per binding)	Bill Rate		Flushing / Cfactor (each)	\$100
				Backpack Electrofisher (each)	\$150
				<u>Survey Grade Standard</u>	
				Drone (per day)	\$2 \$1
				GPS (per day)	\$1 \$2

OTHER DIRECT EXPENSES:

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

EXHIBIT B
Sub-consultants
Southeast Water Reclamation Plant No. 3 BNR Improvements
Engineering Design Services

ENGINEER will retain Hugo Reed & Associates, Inc. as a sub-consultant for professional surveying services. The ENGINEER may also retain the services from other sub-consultants for geotechnical borings and associated laboratory testing.



-  BNR Improvements
-  Wastewater Treatment Plant

 Water Reclamation Plant Structures

Southeast Water Reclamation Plant Plant 3 BNR Improvements



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



CIP 92674 SEWRP Improvements Plant 3 Nutrient Removal

Infrastructure Improvements

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

A preliminary evaluation of the best available and most cost effective technologies will be performed first to determine the best way to implement BNR improvements. Following this evaluation, the associated design, and construction of the Southeast Water Reclamation Plant (SEWRP) Plant #3 facilities to provide biological nutrient removal (BNR) will move forward. The upgrade to BNR will allow the City to discharge the treated effluent into the North Fork of the Double Mountain Fork of the Brazos River basin or use the effluent for other beneficial purposes.

Project Justification

This upgrade will allow staff to optimize and be more flexible with the final disposition of the treated wastewater at the SEWRP. The treated wastewater will have more beneficial purposes and reduce the cost of effluent disposal.

Project Highlights

Council Priorities Addressed:
Community Improvements, Growth and Development, Fiscal Discipline

Project History

- FY 2020-21 \$500,000 was appropriated by Ord. 2020-00123
- FY 2023-24 \$1,500,000 was appropriated by Ord. 2023-00108

Project Dates

Prelim. Eval. Bid Date: 10/2020
 Prelim. Eval. Award Date: 02/2021
 Prelim. Eval. Start Date: 06/2021
 Prelim. Eval. End Date: 07/2021
 Design Award Date : 10/2023
 Design Project End Date: 06/2025
 Construction Bid Date: 10/2025
 Construction Award Date: 02/2026
 Construction Start Date: 03/2026
 Construction End Date: 03/2028

Project Location

Southeast Water Reclamation Plant

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0

Project Funding

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

Operating Budget Impacts

	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Facilities Maint & Custodial	\$0	\$0	\$0	\$0	\$0	\$10,000
Consumable Supplies	\$0	\$0	\$0	\$0	\$0	\$10,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$20,000

**City of Lubbock
Capital Project
Project Cost Detail
February 11, 2025**

Capital Project Number: 92674
 Capital Project Name: SEWRP Improvements Plant 3 Nutrient Removal

<i>Encumbered/Expended</i>	<u>Budget</u>
Contract 17618 with FNI for BNR Design Services	1,499,391
Contract 15739 with FNI for PER	379,628
Staff Time	10,745

Agenda Item February 11, 2025

Amendment Number 1 For Contract 17618	<u>105,660</u>
<i>Encumbered/Expended To Date</i>	<u>1,995,424</u>

Estimated Cost for Remaining Appropriation

SEWRP Plant 3 BNR Improvements Construction	<u>4,576</u>
<i>Remaining Appropriation</i>	<u>-</u>
 Total Appropriation	 <u><u>\$ 2,000,000</u></u>



AI# 13216

Regular City Council Meeting

02/11/2025:

5. 10.

Information

Agenda Item

Resolution - Public Works Water Utilities: Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 18659, with HDR Engineering, Inc., for Phase II Engineering Services related to the preparation of the United States Army Corp of Engineers 404 Permit Application associated with the construction of the proposed Lake 7.

Item Summary

The City of Lubbock initiated conceptual planning efforts for the construction of a series of up to 8 lakes along the Brazos River Basin in the 1960's. This series of lakes were part of the Jim Bertram Canyon Lake System Master Plan. Lake 7 has been included in the City of Lubbock Strategic Waster Supply Plan for reuse and captured storm water. Lake 7 preliminary evaluation and planning continued in the early 2000s. The City completed a report on the Feasibility of Constructing the Proposed Lake 7 in 2011. On April 17, 2006, the City filed Water Rights Permit No. 5921 Application, with the Texas Commission on Environmental Quality (TCEQ), which was approved on March 14, 2024.

This milestone marks a key step in the feasibility evaluation and regulatory review for the project. Lake 7 is considered one of the most feasible and resilient long-term water supply strategies for the City of Lubbock. HDR has assisted the City of Lubbock in developing most of the recent documents and has completed the first phase of the Lake 7 permitting and application.

This second phase will assist the City in undertaking environmental and strategic water supply planning activities to support the United States Army Corp of Engineers (USACOE) application development for the Clean Water Act, Section 404 Permit. This contract will also include a preliminary assessment of Lake 7 and other alternatives to meet the project's purpose and needs in preparation for an anticipated National Environmental Policy Act (NEPA) review of the proposed project.

Fiscal Impact

Contract 18659 for \$1,216,600, is funded in Capital Improvement Program 08679 - Lake 7 Permitting.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution

Contract

RESOLUTION

WHEREAS, HDR Engineering, Inc. has assisted the City of Lubbock in developing most of the documents, evaluations, and information related to the Lake 7 Project including entering into a Professional Services Agreement, Contract 17158, on February 28, 2023, for Phase 1 of a multi-phase permitting process undertaking certain preliminary environmental and strategic water supply planning activities in support of a United States Army Corps of Engineers pre-application and application development for the Clean Water Act, Section 404 Permit and Mitigation Plan and a preliminary assessment of the Lake 7 Project; and

WHEREAS, on November 5, 2024, the City Council of the City of Lubbock approved a resolution authorizing the Mayor to execute a Real Estate Sales Contract for the purchase of 1,471 +/- acres of real property for the Lake 7 Project, which represents approximately 85% of the property acquisitions needed for the Lake 7 Project; and

WHEREAS, the City of Lubbock had previously received the final State of Texas water rights permit in March 2024 (Water Right Permit No. 12-5921) from the Texas Commission on Environmental Quality, and is in the pre-application stage for the required United States Army Corps of Engineers permit referenced above; and

WHEREAS, HDR Engineering, Inc. has professional staff experienced and is qualified to provide professional engineering services needed by the City of Lubbock to continue with the permitting process related to the Lake 7 Project; and

WHEREAS, the City Council of the City of Lubbock desires to contract with HDR Engineering, Inc. to continue to provide professional services for the Lake 7 Project, related to, among other things, the pre-application stage of the permitting process for the required United States Army Corps of Engineers permit and believes it to be in the best interest of the City of Lubbock to do so; **NOW THEREFORE**,

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Professional Services Agreement, Contract No. 18659, by and between HDR Engineering, Inc., and any 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.

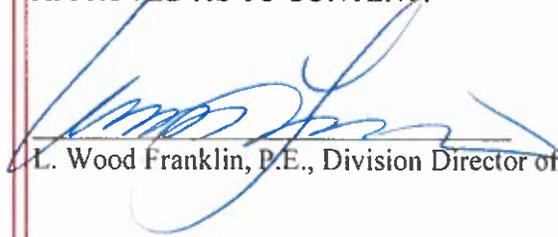
Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



L. Wood Franklin, P.E., Division Director of Public Works

APPROVED AS TO FORM:



Matthew L. Wade, City Attorney

ccdocs II/RES.PSA – HDR Engineering Lake 7
February 1, 2025

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18659 is entered into this ___ day of _____, 2025 (the "Effective Date"), 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 7 – Permit Application and Pre-NEPA Documentation, as further defined in Article II of this Agreement (the "Services"); 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 eighteen (18) months. If the Engineer determines that additional time is required to complete the Services, the City of Lubbock Division Director of Public Works, 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, for the Lake 7 – Permit Application and Pre-NEPA Documentation as set forth on Exhibit “A”, attached hereto (the “Services”).

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$1,216,600, as set forth in Exhibit “B”.

ARTICLE III. TERMINATION

A. General – Termination for Convenience. 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 of termination, as provided herein.

B. Termination for Breach, Opportunity to Cure and Remedies. In the event the Engineer breaches any term and/or provision of this Agreement and fails to cure the same after receipt of written notice and a reasonable opportunity to cure from the City (not to exceed sixty (60) days), 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 Nebraska 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 Services contemplated by this Agreement in accordance with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, 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 represents to the City 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 the 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 strict 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 AND LIMITATION OF LIABILITY

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 CAUSED BY OR RESULTING 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.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY OR ANY ENTITY CLAIMING BY OR THROUGH THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; AND/OR COST OF CAPITAL), LOSS OF PROFITS OR REVENUE ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE ACTIVITIES, SERVICES, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, ANY SUCH DAMAGES CAUSED BY NEGLIGENCE, ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR AN EXPRESS OR IMPLIED WARRANTY.

ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES UNDER THIS AGREEMENT ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND SHALL APPLY TO ALL THEORIES OF RECOVERY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR WARRANTY (EXPRESS OR IMPLIED), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND PROFESSIONAL NEGLIGENCE), STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND SUBCONSULTANTS TO CITY AND ANYONE CLAIMING BY, THROUGH, OR UNDER CITY FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE ACTIVITIES, SERVICES, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, ANY SUCH DAMAGES CAUSED BY NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNITY OBLIGATIONS, OR WARRANTY, EXPRESS OR IMPLIED, OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, OR

SUBCONSULTANTS, SHALL NOT EXCEED THE GREATER OF ENGINEER'S FEE UNDER THIS AGREEMENT OR INSURANCE COVERAGE LIMITS PROVIDED FOR IN ARTICLE VIII.

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) electronic delivery (e-mail) with delivery confirmation; 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.
David D. Dunn, P.E.
4401 West Gate Blvd., Suite 400
Austin, TX 78745
Telephone: 512.912.5100
Email: david.dunn@hdrinc.com

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

L. Wood Franklin, P.E.
Division Director of Public Works
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806.775.2343
Email: wfranklin@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement

and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

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

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

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

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

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

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

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

O. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City

from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

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

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

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

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

the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

EXECUTED as of the Effective Date hereof.

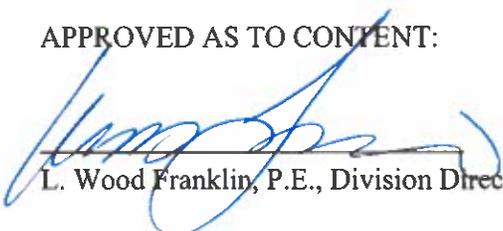
CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



L. Wood Franklin, P.E., Division Director of Public Works

APPROVED AS TO FORM:



Matt Wade, City Attorney

Firm

HDR Engineering, Inc.

By: 

Mark D. Borenstein, P.E., Sr. Vice President

Email: mark.borenstein@hdrinc.com

Exhibit A Scope of Services

The following scope of services describes professional services for HDR Engineering, Inc. (HDR) to provide continued support to the City of Lubbock (City) for agency coordination and the development of an application package for a Clean Water Act, Section 404 Permit for the proposed Lake 7. The proposed efforts will continue project planning initiated during the water rights permitting process and in the updates to the City's Strategic Water Supply Plan (SWSP).

The objective of this phase of work is to advance the project up to the pre-NEPA stage through the development of supporting environmental documents, performing alternatives evaluations, and developing a permit application to allow initiation of federal and state agency coordination, including pre-application meetings with the U.S. Army Corps of Engineers – Fort Worth District Regulatory (USACE), a public notice, and an agency site visit.

The goal of the work effort shall be to obtain a Notice of Intent (NOI) for an Environmental Impact Statement (EIS) by the USACE for compliance with the National Environmental Policy Act (NEPA), or a determination from the USACE that no EIS is required.

General Overview & Background:

Permitting and implementation activities for the proposed City of Lubbock Lake 7 project are generally grouped in five categories or phases for planning, budgetary, and schedule purposes, as follows:

- Texas Commission on Environmental Quality (TCEQ) Water Rights (Complete, Water Right Permit No. 12-5921 was issued March 2024).
- Pre-Application Phase Planning by Applicant, Legal Counsel, and Consultant (On-going).
- Permit Application and Pre-NEPA Documentation (this scope).
- NEPA and Final Mitigation Planning Phase (future).
- Design, Construction Phase Support, and Mitigation Implementation / Monitoring (future).

This scope supports the continuation of pre-application permitting tasks initiated as part of the planning services carried out in 2023-2024, when two workshops were conducted with City staff and Legal Counsel in conjunction with the updated Strategic Water Supply Plan (SWSP) and the Pre-Application Phase Planning. A draft Purpose & Need statement was developed during those planning efforts that will be refined to incorporate additional information on timing and quantity of anticipated unmet demands as part of this scope of work. This scope includes the pre-application agency coordination, as well as the development and submittal of a Section 404 Individual Permit Application, including a Conceptual Mitigation Plan, intended to initiate USACE coordination and evaluation. Additionally, summary-level alternatives evaluation efforts will continue during this phase to meet federal agency requirements set forth in Section 404(b)(1) guidance developed by the U.S. Environmental Protection Agency (EPA) and followed by the USACE in Clean Water Act – Section 404 Permit Evaluations.

A supplemental scope will be submitted to support the future NEPA and Final Mitigation Planning Phase efforts, following agency input, Public Notice, and the City's initial response to comments, and confirmation from the USACE of NEPA documentation approach regarding the Applicant team's role in

third-party contractor procurement and documentation responsibilities to meet additional information needs.

Task 1 – Project Management, Coordination, QA/QC

Project Management, Coordination, and Quality Assurance/Quality Control activities will be performed as follows:

- a. HDR will conduct monthly communication and financial monitoring activities, including review of labor and expense reports to verify accuracy, and preparation of monthly status reports and invoices.
- b. HDR will assist in coordination of project team calls and circulation of draft meeting minutes to the City's project manager and legal counsel for review, prior to finalizing for inclusion in the project record.
- c. HDR will manage electronic files to include temporary organization and storage of internal work in progress and final documentation to be maintained for the project records.
- d. To facilitate the calls and workshops, HDR will develop a project and permitting tracking matrix organized to track activities by federal and state permits, approvals, and coordination activities. The matrix will include action items for upcoming activities and responsible party(ies).
- e. Draft work products will be reviewed internally for technical and editorial accuracy under this task.
- f. HDR will coordinate and attend up to three in-person workshops. Four HDR staff will attend each in-person workshop.
- g. HDR will coordinate regular bi-weekly virtual status meetings, for up to 36 virtual calls. It is assumed that three HDR employees will attend, on average.
- h. HDR will coordinate and develop a preliminary schedule using a Gantt chart or timeline style software (e.g., Microsoft Project, Excel, etc.) to illustrate relationships and linkages between milestones. Schedules will be updated approximately quarterly and prior to project team workshops.

Task 1 Assumptions:

- a. Meetings pertaining to specific task (agency meetings, purpose and need statement refinement, etc.) will be conducted under the applicable tasks.

Task 2 – Project Data Compilation and Alternatives Analysis

Task Description: The purpose of this task is to summarize information from previous water supply planning documents and the Lake 7 Water Rights Permit into a format suitable for incorporation into a Section 404 Individual Permit application package. Additional engineering feasibility analyses of alternatives that will be needed to address anticipated USACE requests will be completed under Task 2.2. Information from existing documentation and the additional feasibility evaluations will be used to complete the application package.

Subtask 2.1 - Purpose and Need Statement Refinement

- a. HDR will utilize information in the 2023 SWSP and documentation from planning workshops to develop a summary of water supply demands (needs) at approximate 10-, 20-, 50-, 70-, and 100-year planning horizons.

- b. HDR will evaluate and consider aspects of resiliency, safety / emergency preparedness, and reuse components of water supply needs into the refined purpose and need statement.
- c. HDR will develop a final draft purpose and need statement in collaboration with City of Lubbock staff and legal counsel to be incorporated into the 404 Permit Application.
- d. HDR staff will participate in one in-person workshop to review and refine applicant's draft purpose and need statement with the City and their legal advisors. Three HDR staff will attend the workshop.

Subtask 2.2 - Preliminary Evaluation of Alternatives

- a. HDR will compile and summarize existing water supply strategy evaluations for inclusion in the Subtask 2.3 matrix of alternatives. These will come from current and previous SWSPs, Regional Water Plans, the water right permitting process, and other relevant planning documents.
- b. In conjunction with development of the Subtask 2.3 matrix of alternatives, HDR will review alternatives evaluated previously for the City and develop additional information needed to populate the matrix of alternatives. This will include review of Lake 8, Post Reservoir, Aquifer Storage and Recovery, Direct Potable Reuse, and others. New information developed for alternatives evaluated previously will be limited to the information needed to complete the Subtask 2.3 matrix of alternatives. The evaluation will include summary of relevant data and information from previous regional water supply planning documents, studies, and publicly available database information. A gap analysis of what data may require additional studies will also be conducted during the desktop review described in subtask 2.4.
- c. HDR will identify other water supply strategies that have not been identified in previous water supply planning efforts but may be alternatives to be considered in the 404(b)(1) analysis. HDR will identify and evaluate up to six strategies that may be used to meet the Purpose and Need but have not been evaluated in previous water supply studies. Information developed for these alternatives will be limited to the information needed to complete the Subtask 2.3 matrix of alternatives, including evaluation of the potential feasibility of each alternative. Potential strategies include:
 - Off-channel storage,
 - Utilization of storage in existing downstream impoundments,
 - Additional groundwater development proximate to the City, and
 - Increasing storage and yield of existing impoundments.

Evaluations will consist of high-level planning analysis to determine:

- Water availability,
 - Infrastructure footprint,
 - Planning level costs,
 - Preliminary desktop evaluation of environmental and permitting constraints, and
 - Fatal flaws.
- d. HDR will evaluate up to eight combinations of strategies that may be combined to meet the purpose and need.

Subtask 2.3 - Alternative Screening Matrix Development

- a. HDR will develop practicability screening criteria in collaboration with City of Lubbock and legal counsel in a format consistent with recent water resource Section 404(b)(1) alternative evaluations in the USACE Fort Worth District.

- b. HDR will develop a matrix for the alternatives with potential to meet the purpose and need.
- c. HDR will populate the matrix with information obtained from Task 2.2.

Subtask 2.4 - Evaluation of Environmental Conditions and Effects of Alternatives

- a. HDR will prepare desktop environmental critical issues assessments of alternatives potentially meeting purpose and need, based on the following:
 - Aerial photo and GIS database updates.
 - Texas Historic Site Atlas review for alternative project sites, including Lake 7, (with approximate 1-mile buffer) for both historic sites and limits of previous archeological surveys.
 - Probability mapping for alternative cultural sites with outdated, no prior surveys, or only partial survey status.
 - Preliminary archival review and National Register of Historic Places (NRHP) eligibility assessment for V8 Ranch structures.
 - GIS-based evaluation of potential waters of the U.S. (WOTUS) based on pre-2015 USACE Guidance in Consideration of Sackett Ruling, or the definitions of WOTUS in place at the time of the evaluations.
 - Preliminary impact assessment for fill / inundation footprints.
 - Database updates of the U.S. Fish & Wildlife Service's (USFWS) Information for Planning and Consultation Tool (IPaC) and from the Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (TXNDD) for each alternative site and preliminary evaluation of protected species habitat potential occurrence in project area / vicinity.
- b. HDR will prepare a conceptual or feasibility level mitigation evaluation for each practicable alternative based on GIS remote assessment of aquatic resources, generalized ratios, and publicly available property data.
- c. HDR will prepare a draft 404(b)(1) evaluation and preliminary determination of least environmentally damaging practicable alternative (LEDPA) using a combination of anticipated environmental effects (waters and other protected resources) screened by practicability of logistics, available technology, and cost. The draft 404(b)(1) LEDPA information will be summarized in a memorandum, which will be provided to the City's legal representation for review and referral to the City. The information will be presented during one of the bi-weekly meetings under Task 1.

Subtask 2.5 - GIS Data Management

HDR will establish GIS standards for geodatabase development and data management. This will facilitate inclusion of a 3rd party contractor to perform the EIS. This effort will include the following:

- a. Create and maintain a primary project folder where all spatial data will be stored in accordance with HDR's Information Lifecycle Governance.
- b. Create and maintain a primary project geodatabase where all GIS feature classes will be stored.
- c. Document all GIS items listed above in a GIS data management Standard Operating Procedure document for project staff to reference including a data dictionary, data import workflow, and file naming convention.

Task 2 Assumptions:

- a. The scope does not include detailed design engineering or modeling efforts beyond the feasibility or planning level that may be required to evaluate the practicability of alternative strategies.
- b. The USACE may request information on the practicability of additional alternatives not identified in this scope during the pre-NEPA or NEPA phase of the project. The additional feasibility level engineering analysis of alternatives will require additional scope and fee.
- c. The final needs analysis for the NEPA documentation may be subject to modification and exclusion of certain elements by the USACE for consistency with federal 404(b)(1) guidelines.

Task 3 – Lake 7 Site Environmental Data Update and Onsite Surveys

Task Description: Delineations of aquatic resources are typically valid for a period of up to five years. The previous delineation of the proposed project area was conducted in 2010, and thus a new delineation is required prior to submittal of a 404 permit application to the USACE.

Subtask 3.1 - On-site Delineation and Habitat Evaluations

- a. HDR will complete a delineation of aquatic resources to evaluate potential WOTUS, within the approximate 775-acre Lake 7 conservation pool elevation, with an approximately 100-foot horizontal buffer to account for the flood pool elevation (assuming rights of entry granted).
- b. HDR environmental professionals will conduct a Texas Rapid Assessment Method (TXRAM), Version 2.0 evaluation of wetlands and streams concurrently with the on-site delineation of potential WOTUS.
- c. HDR will update the federal threatened and endangered species evaluation using the TPWD TXNDD and USFWS IPAC online tool.
- d. HDR biologists will conduct a general habitat evaluation specifically focused on state and federally listed T&E species of the proposed project area concurrently with the delineation of potential WOTUS.

Subtask 3.2 - Phase Ia Cultural Resources Evaluation

Subtask Description: Portions of the project area are anticipated to have high probability for pre-contact and historic cultural resources. Cultural resource surveys, reports, and agency consultation will be required by the USACE and the State of Texas, for compliance with Section 106 of the National Historic Preservation Act (NHPA) and the Antiquities Code of Texas. Due to the size of the area and to manage the City's resources over an anticipated multi-year permitting and NEPA evaluation process, a phased cultural resources evaluation is planned. This minimizes the considerable risk of expending project budget on cultural resources investigations until the USACE confirms the proposed project meets their criteria under Section 404(b)(1) guidelines.

- a. HDR will develop a preliminary geological and geo-archeological assessment using geotechnical boring data and publicly available mapping (Note: no new geotechnical borings are included in this task, but boring log data collected for the project will be incorporated into the evaluation).
- b. HDR will create a model predicting the potential for cultural resources (i.e., archaeological and architectural sites) across the approximate 1,000-acre project site (normal water level footprint plus flood easements plus buffer area). The probability model will be developed based on the results of desktop review of United States Department of Agriculture Natural Resources

Conservation Service soils data; geographic data, such as favorable topography and proximity to water; previously recorded archaeological site locations; and historical topographic maps and aerial imagery for evidence of prior settlements or other human uses. The analytical methods employed and the results of the probability model will be presented in a memorandum and corresponding map(s) showing the areas of lesser to greater probability of containing intact cultural resources sites for use in planning and reporting in the Phase Ia investigation coordination.

- c. Utilizing the results of the geoarchaeological assessment and predictive model, HDR will prepare and submit a Texas Antiquities Permit application for a Phase Ia investigation to the Texas Historical Commission (THC). The Antiquities Permit application will describe the project and include a scope of work for the initial phase of the assessment to identify and evaluate potential areas with high probability for containing cultural resources that may be eligible for listing on the NRHP. The City of Lubbock will sign the permit application as the project sponsor.
- d. Utilizing data from the THC Texas Historic Sites Atlas (Atlas), THC Historic Resources Survey Library Catalog, the Texas Department of Transportation (TxDOT) Aggregator, the Texas Freedom Colonies Atlas, and other relevant databases, HDR will prepare a background study identifying existing built environment cultural resources and previous built environment cultural resources studies in a study area consisting of the 0.5-mi area (0.8-km) around and within the proposed project footprint.
- e. HDR will initiate an on-site Cultural Resource Phase Ia Survey that will include:
 - Survey of V8 Ranch and other related historic resources, if any, to determine potential eligibility for NRHP listing (*Note: V8 Ranch is a Recorded Texas Historical Landmark and is assumed to be eligible for NRHP-listing. This will be a preliminary evaluation for confirmation of anticipated federal status based on NRHP criteria.*)
 - Preliminary pedestrian reconnaissance survey to evaluate potential for shallow archeological sites. The results of this reconnaissance survey will be written up in a draft report summarizing any cultural resources observed and identifying target areas for further investigation.

Task 3 Assumptions:

- a. The onsite delineation of WOTUS and T&E species habitat survey is estimated as a five-day effort for five HDR staff.
- b. The cultural resources field reconnaissance survey is estimated as a three-day effort for a team of four cultural resource professionals.
- c. Cultural and environmental field surveys will have right of entry available to all locations prior to mobilization.
- d. The scope does not include on-site field investigations of alternative sites. If necessary, supplemental scope and fee estimates will be provided.
- e. The cultural resource evaluations will not include shovel testing or deep trenching, which are proposed to be initiated in Phase 1b, following a confirmation that the proposed site is the 404(b)(1) LEDPA.
- f. Except for V8 Ranch, the built environment scope does not include identification, survey, or NRHP evaluation of any previously unidentified or unevaluated cultural resources.
- g. Species specific presence-absence surveys, which often must be conducted seasonally and with multiple mobilizations, are not included. If required, a supplemental scope and fee estimate will be submitted.
- h. If wetlands are identified, no flagging will be used.

Task 4 – USACE 404 Application and Pre-Application Support

Task Description: There are several major tasks to be accomplished for the USACE Section 404 Permitting phase. For large water resource projects, the USACE Fort Worth District recommends submittal of a pre-application meeting request, which is anticipated to include an in-person meeting with the potential for a second meeting consisting of a site visit. Due to need to select a Third-Party NEPA Contractor and review the alternatives analysis, the USACE requests an initial application be submitted for their review and initiation of their technical review of alternatives and the conceptual mitigation plan prior to a Public Notice. After the issuance of the Public Notice and the Applicant's (City) response to the initial round of agency and public comments, if the USACE determines an Environmental Impact Statement (EIS) is required, they will prepare a Notice of Intent (NOI). It is anticipated a final amended Section 404 Individual Permit Application will be signed by the City following the NOI including supplemental information developed in response to the Public Notice and agency feedback.

Subtask 4.1 - Pre-Application Meeting Coordination

- a. HDR will complete and submit a USACE Fort Worth District pre-application meeting request form using the Regulatory Request System (RRS).
- b. Up to four HDR staff (two environmental specialists and two engineers) and City members will participate in an in-person pre-application meeting with USACE Fort Worth District Regulatory Division personnel prior to the submittal of the initial Section 404 Individual Permit Application.
- c. The objective of the pre-application meeting is to review the City's Purpose and Need, review alternatives considered, discuss the water rights permit parameters, and introduce the proposed Lake 7 project. The meeting will also be an opportunity for USACE staff to ask questions and discuss key issues they recommend be addressed in the initial 404 Permit Application.
- d. HDR will prepare meeting minutes from the pre-application meeting including key points of discussion and questions received during each topic. The draft minutes will be distributed for comment by participants. HDR will develop a final set of meeting minutes and distribute to the group and to keep for the project records.

Subtask 4.2 - Draft Section 404 Permit Application Submittal

Subtask Description: HDR environmental permitting specialists and water resource engineers will develop an initial Section 404 permit application package for submittal to the USACE. The application initiates the formal agency process which will include agency and public involvement, including consideration of what level of NEPA documentation is appropriate (Environmental Assessment [EA] vs. EIS) for the City's preferred alternative(s) and other practicable alternatives, to issue a determination of the LEDPA.

Application materials to be prepared and compiled by HDR for submittal to the USACE include:

- a. USACE Form 4345 and/or Fort Worth District's Individual Permit template to be uploaded via RRS.
- b. Applicant's Purpose and Need Evaluation.

- c. Applicant's Alternatives Analysis and 404(b)(1) LEDPA evaluation.
- d. Delineation of potential WOTUS, including wetlands, within the proposed project area, and a request for an Approved Jurisdictional Determination.
- e. Impact Assessment of fill activities and direct / indirect effects to WOTUS based on preliminary design. Preliminary exhibits for permitting purposes only will be included, with the impacts graphically displayed.
- f. Conceptual Mitigation Plan (CMP) for Applicant's preferred alternative utilizing the TXRAM information collection in subtask 3.1 and inferred from aerial photographs for up to two preliminary mitigation sites. For planning purposes, HDR assumes approximately 4 to 1 (mitigation to impact) ratio could be required for both streams and wetland WOTUS.
- g. Evaluation of other potential environmental effects:
 - Federally listed species for Endangered Species Act – Section 7 consultation evaluation including Applicant's effects determinations.
 - Potential adverse effects on NRHP-eligible cultural resource sites for initiation of NHPA – Section 106 consultation.
- h. Agency meeting to be held in-person to review key components of the application, including any updates to the impact evaluation following the Approved Jurisdictional Determination (AJD), 404(b)(1) alternatives analysis, and CMP. Up to four HDR staff will attend the agency meeting.

Subtask 4.3 - Clean Water Act Section 401 Water Quality Certification Request

Subtask Description: The U.S. EPA published the Clean Water Act Section 401 Certification Rule (Rule) in the Federal Register on July 13, 2020, and it went into effect on September 11, 2020. The Texas Commission on Environmental Quality (TCEQ) is responsible for conducting Section 401 certification reviews of USACE Section 404 permit applications for the discharge of dredged or fill material into WOTUS, including wetlands. Applicants must submit separate Pre-Filing Meeting and Certification requests to the TCEQ. The TCEQ defines Tier II projects as those impacting over 1,500 linear feet of streams or over 3 acres of wetland WOTUS.

- a. HDR will complete and submit a Pre-Filing Meeting Request at least 30 days prior to the certification request. It is anticipated the pre-filing notice will occur prior to the agency site visit (see Subtask 4.4).
- b. HDR will complete and submit an Individual Certification request, including the Tier II 401 Certification Questionnaire and Alternatives Analysis with preliminary project design and information on Best Management Practices (BMPs) to minimize sedimentation, erosion, and total suspended solids. This information will be based on the information developed under Task 5.

Subtask 4.4 - Agency Site Visit

Subtask Description: Site visits are an effective means of avoiding misconceptions related to the condition of the project setting, especially for agency staff who have never traveled in the vicinity of the proposed project. Additionally, it allows more efficient evaluation of both impact and conceptual mitigation plan elements.

HDR will coordinate with the USACE as well as their assigned contacts at the other state and federal agencies they are required to consult with for different aspects of their permit evaluation. The agencies anticipated to receive an invitation are USFWS, U.S. EPA, TPWD, TCEQ, THC, and/or Texas Water Development Board (TWDB) representatives.

- a. HDR will coordinate with the USACE permit specialist assigned to the project to determine potential dates.
- b. HDR will support outreach to the agency staff to the extent allowed by the USACE permit specialists, including potentially utilizing a Doodle Poll®, or similar scheduling tool, to identify the days allowing the most agency participation.
- c. HDR will develop a draft agenda for review by City and USACE.
- d. Up to five HDR staff (three environmental staff and two engineers) will participate in the agency site visit as the applicant's agent and will help moderate the meeting by leading a brief discussion at each key stopping point during the visit. It is anticipated the agencies will request the site visit include stops at the following locations:
 - Proposed dam site
 - Wetlands in the interior of the proposed project area to understand surface hydrologic connection, if any, with the North Fork Double Mountain Fork Brazos River
 - Nearest public road or vantage point of other potentially practicable project alternative(s)
 - Upstream and downstream road crossings, and public access points for Buffalo Springs Lake and/or Lake Ransom Canyon
- e. HDR will prepare meeting minutes from the site visit capturing key points of discussion and questions received during each stopping point. The draft minutes will be distributed for comment by participants. HDR will develop a final set of meeting minutes to distribute to the group and keep for the project records.

Subtask 4.5 - Final 401 and 404 Application Submittals

Subtask Description: Following the review of the initial 404 permit application, 401 certification request and the agency site visit, HDR will prepare a final 404 Permit application and 401 certification request to be signed by a City signatory. The final application will include:

- a. Amended / updated versions of the draft application components described in Subtask 4.2, above.
- b. HDR will prepare a final amended Section 401 Water Quality Certification request to the TCEQ, if necessary.
- c. Agency meetings (up to three per agency for a total of six meetings) will be held virtually or in-person.

Subtask 4.6 - Public Notice – Comment / Response Support

Subtask Description: The USACE utilizes the initial Public Notice (30 or 45-day) to solicit input from adjacent landowners, agencies, and the public on the proposed project, alternatives, and resources of concern. While it is anticipated the USACE will require an EIS for a new impoundment based on recent precedent, if the NEPA determination assessment evaluation has not concluded, the input received from the Public Notice can be key in that determination. The TCEQ and USACE previously submitted joint 401 / 404 public notices, but the TCEQ does not currently publish notices for 401 certifications. HDR anticipates TCEQ staff will provide comments and questions to the Applicant's team for review and response.

HDR shall help facilitate the USACE's Public Notice and TCEQ comments by completing the following activities:

- a. HDR will develop a draft Public Notice summary of key information from the application for submittal to the USACE's Permitting Specialist for use at their discretion.
- b. HDR will develop a spreadsheet to track comments as they are provided by the USACE and TCEQ. The spreadsheet will include:
 - Name of individual and entity
 - Date of comment
 - Topic(s) included in the comment
- c. HDR environmental and engineering staff will develop draft responses to each comment for the City's review.
- d. HDR will provide proposed responses to the City's legal representation for review prior to submitting the responses to the USACE and TCEQ.
- e. HDR will submit a draft of the Applicant's response table to the USACE and TCEQ for consideration.

Task 4 Assumptions:

- a. Design activities are not included in this scope and will be covered in separate proposals. The feasibility level design can be used for the pre-application submittals, including exhibits required to illustrate alternatives other than the City's proposed Lake 7.
- b. The preliminary design level required to prepare the 401 and 404 application is approximately 15%, to be prepared separately as described above, will illustrate the proposed limits of fill material in WOTUS, footprint of dam embankment, tower (including gate elevations), spillway(s), elevations of conservation and flood pool elevations, and any associated infrastructure (e.g., roads, pipelines, utility relocations, etc.) anticipated to be required to fulfill the project purpose.
- c. The agencies may request additional information during agency permit review and NEPA documentation which requires additional engineering design or modeling information. The additional work may require supplemental scopes and fee estimates.
- d. HDR assumes the project will exceed the 1,500 linear foot threshold to be considered a Teir II water quality certification review by the TCEQ.

- e. HDR estimates up to 100 unique comments by the USACE, TCEQ, or the public (i.e., private individuals and organizations) to the Section 404 public notice. Comments in excess of 100 total unique comments or complex comment documents prepared by environmental groups may require additional labor time and supplemental fees.
- f. Additional comments / response spreadsheets may be required for agency reviews of items in addition to the effort associated with Subtask 4.6 (Public Notice – Comment / Response Support). Comment / response efforts included in this scope include one each for the components of the draft 404 application in Subtask 4.2. Final Comment / Response efforts for the 401 Water Quality Certification or future NEPA phases will be included in scopes for future phases.
- g. This scope includes only pre-NEPA support until the USACE confirms the submittals provided by the City of Lubbock and HDR, as their authorized agent, constitute a complete 404 permit application.
- h. The scope does not include coordination with the USACE for Third Party NEPA Contractor procurement, on-boarding, scoping support, public meeting, or the development of applicant-provided resource documents in support of an EIS.
- i. As a large project permitting effort, it is possible agency feedback during the pre-application or NEPA phase may indicate that a favorable permit decision is unlikely. If the City determines it is in their best interest to place the project on hold through an administrative withdrawal, or other means, HDR shall complete on-going activities as efficiently as possible and not initiate any new work. HDR will submit a final invoice for work completed. Alternatively, at the City's request HDR can amend the scope to utilize remaining authorized fee on evaluation of other practicable alternatives to meet the City's needs for reliable and sustainable water supply.
- j. The City will provide access to the project area for on-site work and site visits. The City will provide feedback and information in the application and meetings, and comments for review of documentation and response to comments. The City will also provide feedback on potential mitigation sites whether City-owned or with potential for acquisition.
- k. The Endangered Species Act, Section 7 Consultation (formal or informal) for potential adverse effects to federally listed threatened or endangered species, as well as candidate species for listing, is not included in this scope of work. If required, HDR will develop a supplemental scope of work and fee estimate for consultation following initial agency meetings and a determination of the species potentially affected, survey, and the extent of possible conservation planning and requirements for reasonable mitigative measures.

Task 5 – Preliminary Analysis for Water Quality Certification

Task Description: Engineering evaluations of hydrologic and hydraulic conditions, and preliminary design of best management practices (BMPs) to control erosion, sedimentation, and total suspended solids is typically required for TCEQ's 401 certification review of the preferred alternative. To facilitate this evaluation, HDR will perform the following activities:

- a. Preliminary analysis of hydrologic and hydraulic conditions along the proposed shoreline and outfall location(s) of Lake 7, the preferred alternative.
- b. Preliminary design (up to 30%) of BMPs to address areas of potential excessive erosion, sedimentation, and total suspended solids.

- c. Evaluation of the design using standard references and design criteria for the region, such as those promulgated by the USDA NRCS and/or TxDOT.

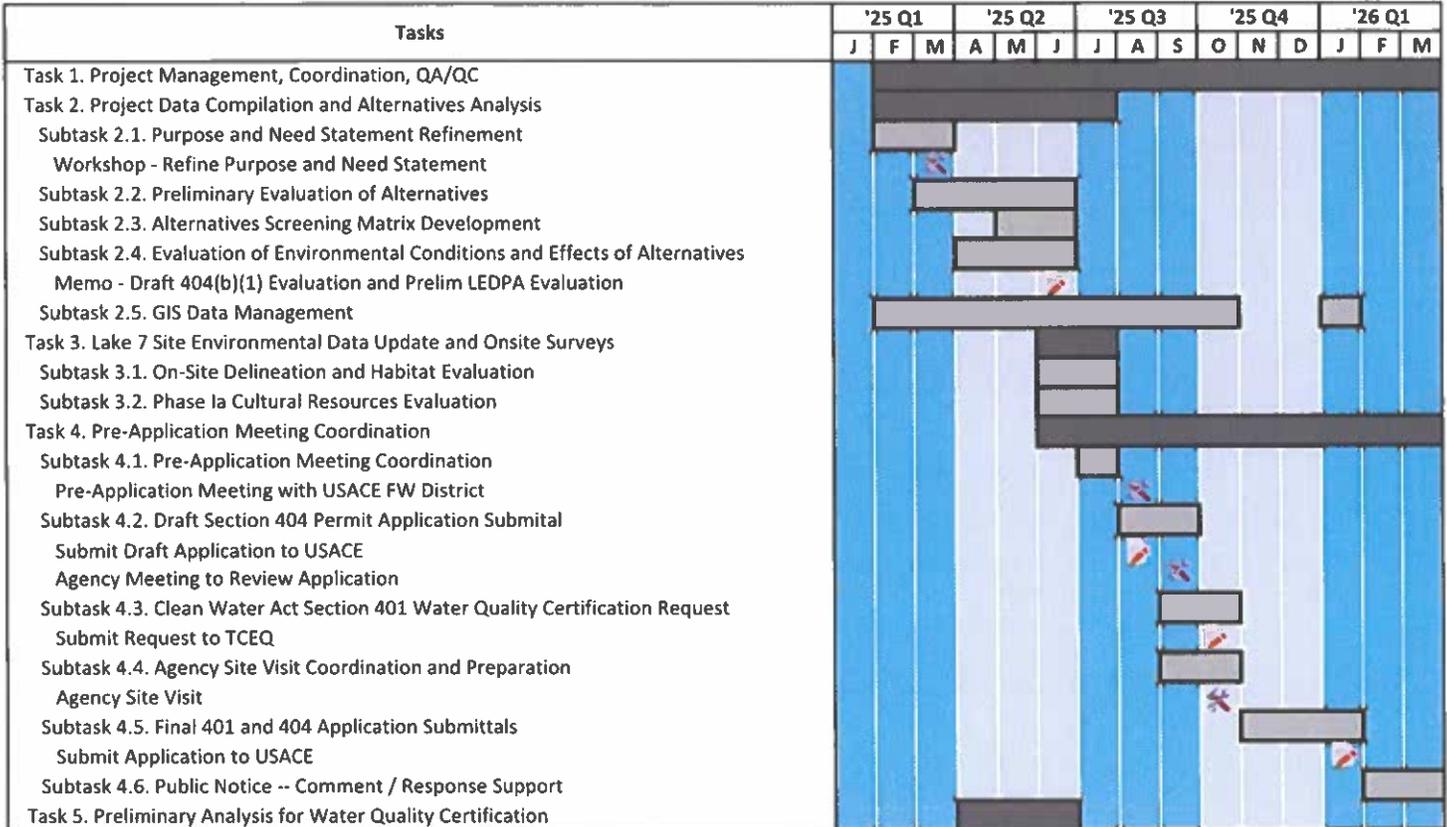
Summary of Future Tasks

The following is a summary of future NEPA-phase tasks that are not included in the scope of work but would require supplemental scopes of service and fee proposals. It is included for informational purposes only.

- a. **Support USACE Third-Party Contractor Selection Support** – Since the Applicant pays for the Third-Party Contractor’s services, the USACE typically allows the Applicant team to review Request for Proposal (RFP) materials, draft scope of work, and contractor proposals.
- b. **Public Scoping Meeting Support** - Anticipating one or more public meetings, the City and their Agents are typically granted the opportunity to give a statement and project overview, in addition to hosting an “Applicant’s Table” in an open house setting to answer questions prior to the public submitting written or recorded comments.
- c. **Technical Comment / Response** – prior to and following agency and public review of a Draft EIS.
- d. **Non-WOTUS Mitigation Evaluations** - Environmental resource data analysis, impact assessment and mitigation planning associated with various state and/or federal resources of concern.
- e. **Draft EIS Documentation Reviews** – Applicant team will have the opportunity to review analyses provided in draft resource reports and / or Draft EIS Sections.
- f. **Section 106 - Programmatic Agreement** – USACE, THC, Applicant, and tribal participants will develop a Programmatic Agreement outlining additional Phase II surveys, testing, data recovery, and curation requirements.
- g. **Additional cultural resource documentation:**
 - Phase 1b – Cultural Resource investigations with shovel testing in suitable soils and deep trenching of deeper, alluvial soils with high to moderate probability for archeological site occurrence. This allows sites to be identified for a preliminary recommendation of NRHP eligibility.
 - Phase II cultural resource site testing and delineation survey and report to further evaluate and confirm site NRHP eligibility.
 - Mitigation evaluation, coordination and design documentation.
 - Phase III – cultural resources data recovery, mitigation implementation, final reporting, and curation.
- h. **Final WOTUS Mitigation Plan** – Following the development of the Draft EIS, the USACE Regulatory staff will typically request a proposed revision of the CMP for the development of a final Mitigation Plan for their final consideration in the preparation of the Final EIS and Record of Decision. This may include further evaluation of potential mitigation sites and activities, as well as approximate 60% design of mitigation components to be constructed.
- i. **Pre-Construction Mitigation Implementation Services**

Preliminary Schedule

Preliminary Schedule for Lake 7 Permit Application and Pre-NEPA Documentation



Note: Tasks and milestone dates may be affected by agency staff scheduling and response times which are outside of the control of the Applicant's team and agent.

Exhibit B Compensation

Estimated Fee

CITY and ENGINEER have established a not-to-exceed fee of \$1,216,600 to complete all services under this Agreement on a time and materials basis, as shown below by task. This amount will not be exceeded without an amendment to this Agreement. Fees for each task are estimates only and CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed fee. Fees will be charged per the Hourly Rate Schedule, which is subject to annual review and revision.

ENGINEER agrees to complete these services as delineated above. If a change in Scope of Services or Time of Performance becomes necessary, an amendment to this Agreement shall be negotiated at that time.

The following table summarizes the fee estimated to be required to complete the above scope of services.

Task	Description	Budget
1	Project Management, Coordination, QA/QC	\$236,300
2	Project Data Compilation and Alternatives Analysis	\$541,700
3	Lake 7 Environmental Data Update and Onsite Surveys	\$98,300
4	USACE 404 Application and Pre-Application Support	\$266,800
5	Preliminary Analysis for Water Quality Certification	\$73,500
	Total	\$1,216,600

Hourly Rate Schedule

Rates for January 1, 2025, through December 31, 2025
 Specific Rates for Environmental Support, Water Resources Engineering, and Field Support

HDR Engineering, Inc. Job Titles & Classifications	Rate Range	
Principal	\$ 275.00	\$ 380.00
Engineers / Geologists		
Senior Water Resources Engineer / Senior Geologist / Project Manager	\$ 250.00	\$ 380.00
Water Resources Engineer (PE) / Geologist (PG)	\$ 160.00	\$ 250.00
Geologist (GIT) / Engineer (EIT)	\$ 130.00	\$ 235.00
Hydrologist	\$ 160.00	\$ 190.00
Environmental Scientists		
Senior Environmental Scientist / Environmental Project Manager	\$ 200.00	\$ 375.00
Senior Environmental Scientist / Cultural Resources Principal Investigator	\$ 165.00	\$ 235.00
Environmental Scientist / Cultural Resources Specialist	\$ 100.00	\$ 185.00
Field Staff		
Senior Field Technician	\$ 100.00	\$ 150.00
Field Technician	\$ 50.00	\$ 100.00
Technical / Support Staff		
GIS Analyst	\$ 100.00	\$ 180.00
GIS Technician II	\$ 75.00	\$ 160.00
Administrative II / Accountant	\$ 63.00	\$ 170.00
Administrative I / Clerical	\$ 47.25	\$ 150.00
Rate Calculation		
Fees will be billed as direct salary costs times a multiplier of 3.3529 plus direct expenses.		
Direct expenses will be passed through directly to the City of Lubbock with no multiplier and include mileage (standard IRS reimbursable rate), lodging, Per Diem expenses, incidentals, and copier/plotting costs.		
A 5-percent markup will be added to subconsultant costs.		

***Note:**

The rates are for January 1, 2025, through December 31, 2025. Proposed new rates, in subsequent years, will be negotiated on an annual basis and will include cost-of-living escalation and other factors relevant at that time.



AI# 13220

Regular City Council Meeting

02/11/2025:

5. 11.

Information

Agenda Item

Resolution - Public Works Water Utilities: Consider a resolution authorizing the Mayor to execute the Seventh Amendment to the Raw Water Lease, between the City of Lubbock and the Lake Alan Henry Water District.

Item Summary

In 2003, the 78th Texas Legislature passed Senate Bill 1941 creating the Lake Alan Henry Water District (LAHWD), a special law conservation and reclamation district.

On May 8, 2008, the City of Lubbock executed a 20-year contract with the LAHWD and the South Garza Water Supply (SGWS) to provide up to 520 acre-feet (169 million gallons) of raw water each year to developments surrounding Lake Alan Henry within the LAHWD service area. Lubbock's raw water is supplied to SGWS, a private water system operating under a contract with LAHWD. SGWS constructed a pump station, transmission lines, a surface water treatment plant, and distribution lines to provide treated water to lot owners in the Northridge Development located along the north side of the Lake. The SGWS began pumping raw water from Lubbock's intake structure in December 2009.

On November 1, 2018, the City Council executed a new raw water lease between the City and the LAHWD. The contract with LAHWD was designed to replace the existing raw water contract. LAHWD plans to purchase the SGWS facilities and extend the water system to other developments within their service area on both the north and south sides of the Lake.

On October 21, 2019, the City Council executed the First Amendment to the Raw Water Lease. The amendment was necessary in order to meet the requirements of the U.S. Department of Agriculture's (USDA's) grant and low-interest loan program, which will fund LAHWD's project. The amendment provided the City with the option to renew the contract for an additional 10 years (from 35 to 45 years).

On September 22, 2020, October 26, 2021, and September 27, 2022, November 14, 2023, the City Council executed the Second, Third, Fourth, and Fifth Amendments to the Raw Water Lease. Each of these amendments was necessary because the Original Raw Water Lease required the LAHWD to finalize the SGWS agreement within 730 days or

by November 1, 2020. Each amendment extended the deadline for LAHWD to execute the SGWS agreement another 365 days.

On October 22, 2024, the City Council executed the Sixth Amendment to the Raw Water Lease, which is needed in order to provide the LAHWD additional time to finalize the agreement to purchase the SGWS. Continued delays are due to lengthy and complex USDA grant/loan program funding requirements. The LAHWD cannot finalize the agreement with the SGWS until funding is available. Therefore, the Seventh Amendment extends the deadline for LAHWD to execute the SGWS agreement for another 365 days or until November 1, 2025.

The District is getting close to receiving funding from USDA for the purchase of South Garza Water Supply. The Public Utility Commission (PUC) has given approval awaiting purchase from USDA, until March 7, 2025. One of the criteria for the USDA funding is a 40-year term with the City of Lubbock. Presently, in the contract effective November 1, 2018, the term of the agreement runs through December 31, 2053. At the request of USDA, the First Amendment extended the lease to December 31, 2063.

The SGWS Board is asking for this Seventh Amendment to the contract to extend the ending of the contract to December 31, 2065.

Fiscal Impact

No fiscal impact to the City of Lubbock

Staff/Board Recommending

Erik Rejino, Assistant City Manager

L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution

Amendment

RESOLUTION

WHEREAS, the City of Lubbock (“Lessor”) and the Lake Alan Henry Water District (“Lessee”) entered into an agreement on November 1, 2018, that, among other things, permitted Lessor to deliver a certain quantity of raw water from Lake Alan Henry to Lessee at rates that were determined to be fair, just and reasonable; and

WHEREAS, Lessor and Lessee have previously amended the above referenced agreement six times (Res. 2019-R0414; Res. 2020-R0319; Res. 2021-R0422; Res. 2022-R0403; Res. 2023-R0560; Res. 2024-R0492) (the original agreement as amended six times hereinafter referred to as the “*Raw Water Lease*”); and

WHEREAS, the original term of the *Raw Water Lease* was from November 1, 2018 to December 31, 2053; and

WHEREAS, Lessor and Lessee desire to amend the *Raw Water Lease* by extending the term of the *Raw Water Lease* as outlined herein and believe it to be in the best interest of both parties to do so; **NOW THEREFORE**,

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the Seventh Amendment to the *Raw Water Lease* by and between the City of Lubbock and the Lake Alan Henry Water District for the lease of raw water. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

 for

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Matt Wade, City Attorney

ccdocs II/RES. 7th Amendment Raw Water Lease Agreement LAHWD
February 11, 2025

**SEVENTH AMENDMENT TO
RAW WATER LEASE
BETWEEN
THE CITY OF LUBBOCK
AND
THE LAKE ALAN HENRY WATER DISTRICT**

WHEREAS, the City of Lubbock (“Lessor”) and the Lake Alan Henry Water District (“Lessee”) entered into an agreement on November 1, 2018, that, among other things, permitted Lessor to deliver a certain quantity of raw water from Lake Alan Henry to Lessee at rates that were determined to be fair, just and reasonable; and

WHEREAS, Lessor and Lessee have previously amended the above referenced agreement six times (Res. 2019-R0414; Res. 2020-R0319; Res. 2021-R0422; Res. 2022-R0403; Res. 2023-R0560; Res. 2024-R0492) (the original agreement as amended six times hereinafter referred to as the “*Raw Water Lease*”); and

WHEREAS, the original term of the *Raw Water Lease* was from November 1, 2018 to December 31, 2053; and

WHEREAS, Lessor and Lessee desire to amend the *Raw Water Lease* by extending the term of the *Raw Water Lease* as outlined herein and believe it to be in the best interest of both parties to do so;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The recitals outlined above are approved and adopted as though set forth fully herein.
2. Section III.A. of the *Raw Water Lease*, is hereby amended by deleting subsection A of Section III (the “Term of Lease” provision) in it’s entirety and replacing it with the following:
 - A. Term of Lease – This Lease shall be for a term commencing on the Effective Date and ending on December 31, 2065.
3. This Seventh Amendment to the *Raw Water Agreement* states the entire agreement of the parties with respect to the matters discussed herein, and all other terms and conditions of the *Raw Water Lease* not specifically amended by this Seventh Amendment shall remain in full force and effect and by executing this Seventh Amendment, the parties approve and ratify the terms and conditions of the underlying *Raw Water Lease* and agree to be bound by its terms and conditions including all rights, responsibilities, obligations and liabilities associated therewith.
4. This Seventh Amendment may not be amended or modified in any respect except by a written instrument duly executed by all of the parties to the *Raw Water Lease*.

SIGNED ON THE DATES SHOWN BELOW:

CITY OF LUBBOCK

LAKE ALAN HENRY WATER DISTRICT

By: _____
Mark W. Mcbrayer, Mayor

By: _____
Lindsay Masso, Board Chairperson

Date: _____

Date: _____

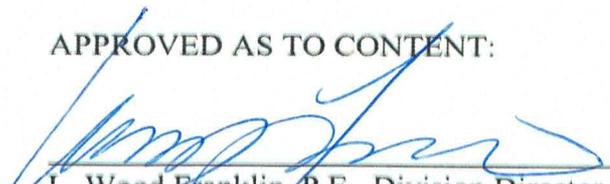
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ATTEST:

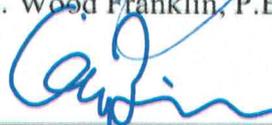
Courtney Paz, City Secretary

Ann Manning, Secretary

APPROVED AS TO CONTENT:



L. Wood Franklin, P.E., Division Director of Public Works



Greg Baier, P.E., Interim Director of Water Utilities

APPROVED AS TO FORM:



Matt Wade, City Attorney



AI# 13187

Regular City Council Meeting

02/11/2025:

5. 12.

Information

Agenda Item

Ordinance 1st Reading - Public Works Traffic Operations: Consider an ordinance amending Section 20.05.103 of the City of Lubbock Code of Ordinances, with regard to the establishment of school zones and speed limits.

Item Summary

Section 20.05.103 of the City of Lubbock Code of Ordinances establishes the locations of school zone-reduced speed limits.

School Districts within the city limits of Lubbock make requests for traffic control to the City's Public Works Traffic Management Department through the School District Police Departments. Traffic Management completes a pedestrian study and presents the results to the members of the Citizens Traffic Commission for consideration.

On December 17, 2024, the Citizens Traffic Commission recommended amendments to Section 20.05.103, Article 20.05, Chapter 20, of the City of Lubbock Code of Ordinances, to add new school zones at 2 schools. School zones with reduced speed limits are recommended at the following locations:

1. Condra School for Education Innovation - 10th Street, (2) - 20 MPH Sign Assemblies, located 70' East of Avenue O to 155' West of Avenue N
2. Lubbock-Cooper East Elementary School - 137th Street, (2) - 20 MPH Flashing Beacon Assemblies, located 140' West of Detroit Avenue to 180' East of Boston Avenue

Fiscal Impact

Materials estimates are approximately \$21,000 and will be funded from Capital Improvements Project 92742 Traffic Signals FY 2021-22 through FY 2025-26:

- Flashing Beacon Assemblies (2) - \$10,000 each
- Sign Assemblies (2) - \$500 each

Staff/Board Recommending

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

Attachments

Resolution
Location Map
Summary of Changes
Budget Detail
CIP Detail

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 20.05.103 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SCHOOL ZONES AND SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.103 of the Code of Ordinances of the City of Lubbock, Texas; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.103, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.103. School zone speed limits.

A reduced school speed zone as indicated herein shall be in effect when the designated school speed limit beacon is flashing during school hours or the reduced speed limit sign assembly is present upon the streets or highways or portions thereof within the city limits which shall be as follows:

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
1	10th Street	E/W	Beginning at a point 70 feet East of Avenue O extending to a point 155 feet West of Avenue N	Sign Assembly	20	Condra School for Education Innovation
2	11th Place	E/W	Beginning at a point 95 feet East of Liberty Avenue extending to a point 230 feet East of LaSalle Avenue	Flashing Beacon	20	FISD Northridge Elementary
3	11th Street	E/W	Beginning at a point 100 feet West of Jason Avenue extending to a point 100 feet East of 8th Street	Sign Assembly	20	FISD Willow Bend Elementary
4	19th Street (US 62/SH 114)	E/W	Beginning at a point 145 feet West of Avenue U extending to a point 100 feet East of Avenue T	Flashing Beacon	20	Lubbock High School
5	East 24th Street	E/W	Beginning at a point 32 feet East of Oak Avenue extending to a point 677 feet West of Oak Avenue	Flashing Beacon	20	LISD Project Intercept
6	25th Street	E/W	Beginning at a point 160 feet East of Elgin Avenue extending to a point 680 feet East of Elgin Avenue	Sign Assembly	20	Roscoe Wilson Elementary
7	26th Street	E/W	Beginning at a point 175 feet East of Dover Avenue extending to a point 225 feet West of Dover Avenue	Sign Assembly	20	Lubbock Christian School
8	26th Street	E/W	Beginning at a point 65 feet East of Elgin Avenue extending to a point 585 feet East of Elgin Avenue	Flashing Beacon	20	Roscoe Wilson Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
9	30th Street	E/W	Beginning at a point 214 feet East of Avenue N extending to a point 158 feet West of Avenue N	Flashing Beacon	20	Bean Elementary
10	34th Street	E/W	Beginning at a point 194 feet East of Avenue N extending to a point 251 feet West of Avenue N	Flashing Beacon	20	Bean Elementary
11	34th Street	E/W	Beginning at a point 214 feet East of Toledo Avenue extending to a point 200 feet West of Vicksburg Avenue	Flashing Beacon	20	Coronado High School
12	43rd Street	E/W	Beginning at a point 160 feet East of Milwaukee Avenue extending to a point 600 feet East of Milwaukee Avenue	Flashing Beacon	20	FISD Westwind Elementary
13	50th Street	E/W	Beginning at a point 320 feet West of Avenue P extending to a point 308 feet East of Avenue P	Flashing Beacon	20	Hodges Elementary
14	50th Street	E/W	Beginning at a point 146 feet East of Gary Avenue extending to a point 219 feet West of Gary Avenue	Flashing Beacon	20	Monterey High School
15	55th Street	E/W	Beginning at a point 227 feet West of Zadar Street extending to a point 227 feet East of Xenia Avenue	Sign Assembly	20	FISD Ridgewood Elementary
16	58th Street	E/W	Beginning at a point 198 feet East of Avenue U extending to a point 136 feet West of Avenue V	Flashing Beacon	20	Bayless Elementary
17	58th Street	E/W	Beginning at a point 150 feet East of Peoria Avenue extending to a point 255 feet West of Peoria Avenue	Flashing Beacon	20	Evans Middle School
18	58th Street	E/W	Beginning at a point 169 feet East of Canton Avenue and extending to a point 158 feet West of Elgin Avenue	Flashing Beacon	20	Parsons Elementary
19	58th Street	E/W	Beginning at a point 227 feet West of Zadar Street extending to a point 227 feet East of Xenia Avenue	Flashing Beacon	20	FISD Ridgewood Elementary
20	58th Street	E/W	Beginning at a point 85 feet West of 55th Drive extending to a point 209 feet East of Wayne Avenue	Flashing Beacon	20	Williams Elementary
21	68th Street	E/W	Beginning at a point 130 feet East of Oakridge Avenue extending to a point 55 feet West of 70th Street	Sign Assembly	20	FISD Oakridge Elementary
22	73rd Street	E/W	Beginning 200 feet East of Ironton Avenue extending to a point 200 feet West of Ironton Avenue	Flashing Beacon	20	Heritage Middle School
23	78th Street	E/W	Beginning at a point 188 feet West of Flint Avenue extending to a point 200 feet East of Elgin Avenue	Flashing Beacon	20	Waters Elementary
24	79th Street	E/W	Beginning at a point 221 feet West of Hope Avenue extending to a point 165 feet East of Hope Avenue	Flashing Beacon	20	FISD Crestview Elementary
25	108th Street	E/W	Beginning at a point 350 feet West of Gary Avenue extending to a point 350 feet East of Gary Avenue	Flashing Beacon	20	Lubbock-Cooper North Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
26	137th Street	E/W	Beginning at a point 140 feet West of Detroit Avenue extending to a point 180 feet East of Boston Avenue	Flashing Beacon	20	Lubbock-Cooper East Elementary
27	Avenue D	N/S	Beginning at a point 50 feet North of 40th Street extending to a point 50 feet South of 42nd Street	Sign Assembly	20	Harwell Elementary
28	Avenue L	N/S	Beginning at a point 15 feet South of 29th Street extending to a point 50 feet North of 30th St	Flashing Beacon	20	Bean Elementary
29	Avenue P	N/S	Beginning at a point 218 feet North of 79th Street extending to a point 58 feet North of 81st Street	Flashing Beacon	20	Roberts Elementary
30	Avenue Q (US 84)	N/S	Beginning at a point 210 feet North of 32nd Street extending to a point 135 feet South of 32nd Street	Flashing Beacon	30	O.L. Slaton Middle School
31	Avenue U	N/S	Beginning at a point 90 feet North of 58th Street extending to a point 125 feet South of 53rd Street	Flashing Beacon	20	Atkins Middle School
32	Avenue U	N/S	Beginning at a point 115 feet South of 58th Street extending to a point 74 feet North of 62nd Street	Flashing Beacon	20	Bayless Elementary
33	Avenue U	N/S	Beginning at a point 90 feet North of Cornell Street extending to 35 feet South of Colgate Street	Flashing Beacon	20	Carmona-Harrison Elementary
34	Boston Avenue	N/S	Beginning at a point 161 feet North of 1st Street and extending to a point 135 feet North of 2nd Street	Flashing Beacon	20	McWhorter Elementary
35	Chicago Avenue	N/S	Beginning at a point 16 feet North of 16th Street extending to a point 16 feet South of 13th Street	Flashing Beacon	20	Hardwick Elementary
36	Chicago Avenue	N/S	Beginning at a point 145 feet South of 48th Street extending to a point 143 feet North of 46 th Street	Flashing Beacon	20	Wester Elementary
37	Chicago Avenue	N/S	Beginning at a point 56 feet South of 87th Street extending to a point 59 feet North of 89 th Street	Flashing Beacon	20	Smith Elementary
38	Cesar E. Chavez Drive	E/W	Beginning at a point 170 feet West of Avenue T extending to a point 230 feet East of Avenue T	Sign Assembly	20	Carmona-Harrison Elementary
39	Dover Avenue	N/S	Beginning at a point 172 feet South of 27th Street extending to a point 228 feet North of 27th Street	Flashing Beacon	20	Lubbock Christian School
40	Elgin Avenue	N/S	Beginning at a point 150 feet North of 41st Street extending to a point 155 feet South of 42nd Street	Flashing Beacon	20	Wheelock Elementary
41	Elgin Avenue	N/S	Beginning at a point 260 feet North of 58th Street extending to a point 156 feet South of 42nd Street	Flashing Beacon	20	Parsons Elementary
42	Elgin Avenue	N/S	Beginning at a point 103 feet South of 78th Street extending to a point 40 feet of 75th Street	Flashing Beacon	20	Waters Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
43	Erskine Street	E/W	Beginning at a point 19 feet West of North Hartford Avenue extending to a point 134 feet East of North Gary Avenue	Flashing Beacon	20	Wolffarth Elementary
44	Flint Avenue	N/S	Beginning at a point 135 feet South of 39th Street extending to a point 134 feet South of 43rd Street	Flashing Beacon	20	Wheelock Elementary
45	Fulton Avenue	N/S	Beginning at a point 112 feet South of 100th Street extending to a point 295 feet North of 101st Street	Flashing Beacon	20	Lubbock-Cooper West Elementary
46	Glenna Goodacre Boulevard	E/W	Beginning at a point 50 feet West of Avenue U extending to a point 50 feet East of Avenue T	Flashing Beacon	20	Ramirez Elementary
47	Iola Avenue	N/S	Beginning at a point 235 feet North of 73rd Street to 235 feet South of 73rd Street	Flashing Beacon	20	Heritage Middle School
48	Joliet Drive	N/S	Beginning at a point 106 feet West of Louisville Drive extending to a point 68 feet Southwest of 68th Street	Flashing Beacon	20	Miller Elementary
49	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 106 feet South of East Erskine Street extending to a point 213 feet South of East Emory Street	Flashing Beacon	20	Estacado High School
50	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 220 feet South of East 29th Street extending to a point 230 feet North of East 29th Street	Flashing Beacon	20	Ervin Elementary
51	Memphis Avenue	N/S	Beginning at a point 135 feet North of 31st Street extending to a point 122 feet South of 28th Street	Flashing Beacon	20	Overton Elementary
52	Memphis Avenue	N/S	Beginning at a point 132 feet South of 46th Street extending to a point 242 feet North of 44th Street	Flashing Beacon	20	Maedgen Elementary
53	Memphis Avenue	N/S	Beginning at a point 115 feet North of 86th Street extending to a point 230 feet South of 86th Street	Flashing Beacon	20	Honey Elementary
54	Milwaukee Avenue	N/S	Beginning at a point 300 feet north of Lehigh Street extending to a point 60 feet south of Kemper Street	Flashing Beacon	30	Legacy Elementary
55	Norfolk Avenue	E/W	Beginning at a point 595 feet South of 130th Street extending to a point 200 feet South of 133rd Street	Sign Assembly	20	Lubbock-Cooper Central Elementary
56	Oakridge Avenue	N/S	Beginning at a point 175 feet North of 68th Street extending to a point 250 feet South of 68th Street	Sign Assembly	20	Oakridge Elementary
57	Parkway Drive (US 82)	E/W	Beginning at a point 560 feet Southwest of Zenith Avenue extending 600 feet to a point 115 feet southwest of Walnut Avenue	Flashing Beacon	30	Alderson Elementary School

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
58	Quaker Avenue	N/S	Beginning at a point 213 feet North of 31st Street extending to a point 137 feet South of 31st Street	Flashing Beacon	20	Smylie Wilson Middle School
59	Teak Avenue	N/S	Beginning at a point 200 feet North of East 29th Street extending to a point 250 feet South of East 29th Street	Flashing Beacon	20	Ervin Elementary
60	Toledo Avenue	N/S	Beginning at a point 153 feet Northwest of 13th Street extending to a point 163 feet Southeast of 15th Street	Flashing Beacon	20	Rush Elementary
61	South Upland Avenue	N/S	Beginning at a point 100 feet North of 100th Street extending to a point 100 feet South of 103rd Street	Flashing Beacon	35	Upland Heights Elementary
62	North Upland Avenue	N/S	Beginning at a point 200 feet South of 12 th Street extending to a point 1000 feet North of 12 th Street	Flashing Beacon	35	Terra Vista Middle School
63	North University Avenue	N/S	Beginning at a point 212 feet South of Auburn Street extending to a point 156 feet North of Baylor Street	Flashing Beacon	20	Cavazos Middle School
64	North Utica Avenue	N/S	Beginning at a point 220 feet North of Kemper Street extending to a point 195 feet South of Kemper Street	Flashing Beacon	20	Centennial Elementary
65	Utica Avenue	N/S	Beginning at a point 94 feet North of 45th Street extending to a point 200 feet South of 48th Street	Flashing Beacon	20	Stewart Elementary
66	Utica Avenue	N/S	Beginning at a point 163 feet North of 56th Street extending to a point 30 feet North of 59th Street	Flashing Beacon	20	Williams Elementary
67	Walnut Avenue	N/S	Beginning at a point 140 feet South of Parkway Drive (US 82) extending to a point 540 feet South of Parkway Drive (US 82)	Sign Assembly	20	Alderson Elementary
68	Wausau Avenue	N/S	Beginning at a point 250 feet South of 63rd Street extending to a point 155 feet North of 60th street	Flashing Beacon	20	Alcove Trails Middle School
69	Xenia Avenue, 63rd Street	N/S, E/W	Beginning at a point 170 feet North of 62nd Street extending to Wausau Avenue at 63rd Street	Sign Assembly	20	Alcove Trails Middle School
70	Xenia Avenue	N/S	Beginning at a point 227 feet North of 55th Street extending to 58th Street	Flashing Beacon	20	FISD Ridgewood Elementary
71	Zadar Street	N/S	Beginning at a point 227 feet North of 55th Street extending to 58th Street	Sign Assembly	20	FISD Ridgewood Elementary

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine not to exceed two hundred dollars (\$200.00).

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

AND SO IT IS ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2025.

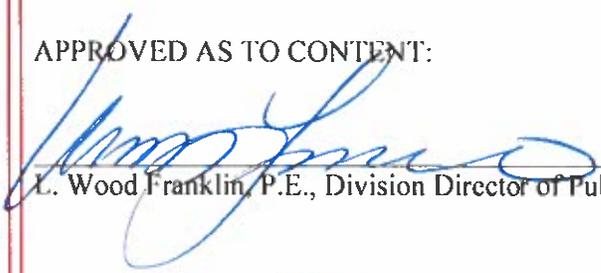
Passed by the City Council on second reading this _____ day of _____, 2025.

MARK W. MCBRAYER, MAYOR

ATTEST:

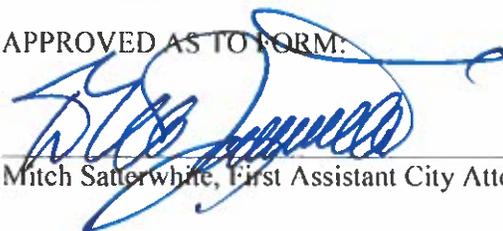
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



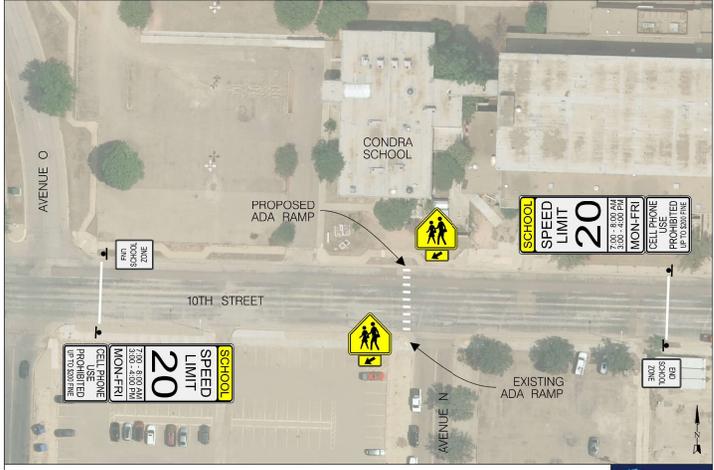
L. Wood Franklin, P.E., Division Director of Public Works

APPROVED AS TO FORM:



Mitch Satterwhite, First Assistant City Attorney

cedocs\1\2025 School Zone
January 22, 2025



CONDRA SCHOOL ZONE



LUBBOCK - COOPER EAST SCHOOL ZONE



2025 SCHOOL ZONE ORDINANCE AMENDMENT



Agenda Item 13187

2025 School Zone Ordinance Amendment

Summary of changes

Condra School for Education Innovation (Item 1)*

- 10th Street
- 20 mph Sign Assemblies
- 70' East of Ave. O to 155' West of Ave. N

Lubbock-Cooper East Elementary (Item 26)*

- 137th Street
- 20 mph Flashing Beacon Assemblies
- 140' West of Detroit Ave. to 180' East of Boston Ave.

**Approved by Citizens Traffic Commission on December 17th, 2024*

**City of Lubbock
Capital Project
Project Cost Detail
February 11, 2025**

Capital Project Number: 92742
Capital Project Name: Traffic Signals 21-22 to 25-26

<i>Encumbered/Expended</i>	Budget
Traffic Control Equipment	\$ 923,293
MH Civil - Handicap Ramps	56,420
Advertising	631

Agenda Item February 11, 2025

Flashing Beacons - School Zones	<u>21,000</u>
<i>Encumbered/Expended To Date</i>	<u>1,001,344</u>

Estimated Cost for Remaining Appropriation

Traffic Control Equipment	<u>643,891</u>
<i>Remaining Appropriation</i>	<u>643,891</u>

Total Appropriation \$ 1,645,235



CIP 92742 Traffic Signal FY 2021-22 through FY 2025-26

Infrastructure Improvements

Project Manager: David Bragg - Traffic Engineering

Project Scope

Install signals at unsignalized intersections and school zones as warranted, upgrade traffic signal controllers, and perform necessary repairs. This project also includes major repairs and enhancements such as replacing crushed conduit and wiring, rebuilding aging signal arm assemblies, and upgrading traffic signals to flashing yellow arrows.

Project Justification

The project provides funding for new signals and school zones designed and constructed in-house. The project will also be utilized to upgrade existing traffic signals requiring major repairs. Public safety is a major factor considered when installing and maintaining traffic signals and school zones.

Project Highlights

Council Priorities Addressed:

Public Safety
Redevelopment
Community Improvement
Growth and Development

Project History

FY 2021-22 Funding was utilized to upgrade signal at 114th Street & Frankford Avenue to G-Y-R operation

FY 2022-23 Funding was utilized to refurbish the signal at 66th Street and Indiana Avenue, build a new signal at 11th Place and Milwaukee Avenue, and construct pedestrian hybrid beacons on Martin Luther King Blvd at Emory Street and E. 28th Street.

FY 2023-24 Funding was utilized to install a pedestrian hybrid beacon at N. Slide and Marshall Avenue, flashing school zones at Alcove Trails Middle School, Roscoe Wilson Elementary School, and Ridgewood Elementary School, flashing yellow arrow upgrades at 43rd and Milwaukee Avenue, and upgraded 25 traffic controller units

- FY 2020-21 \$350,000 was appropriated by Ord. 2021-00126
- FY 2021-22 \$20,235 was appropriated by BCR# 2022-13
- FY 2022-23 \$400,000 was appropriated by Ord. 2022-00136
- FY 2023-24 \$225,000 was appropriated by Ord. 2023-00108
- FY 2024-25 \$450,000 was appropriated by Ord. 2024-00128
- FY 2024-25 \$200,000 was appropriated by BCR# 2025-3

Project Dates

Project Start Date - Construction: 10/1/2021

Project End Date - Construction: 9/30/2029

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	\$1,645,235	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$0
TOTAL	\$1,645,235	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$0

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
General Fund Cash	\$1,645,235	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$0
TOTAL	\$1,645,235	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$0

Operating Budget Impacts

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



AI# 13191

Regular City Council Meeting

02/11/2025:

5. 13.

Information

Agenda Item

Resolution - Public Works Traffic Operations: Consider a resolution authorizing the Mayor to execute Advanced Funding Agreement No. 0905-06-095, with the Texas Department of Transportation, for the City to furnish and install traffic signal equipment at the intersections of 66th Street and Upland Avenue, 78th Street and Upland Avenue, US 62/82 (Marsha Sharp Freeway) and Upland Avenue, and 82nd Street and Upland Avenue.

Item Summary

This agreement with the Texas Department of Transportation (TxDOT) allows the City to purchase and install controllers, cabinets, video detection, and battery backups at the following intersections:

- 66th Street and Upland Avenue
- US 62/82 (Marsha Sharp Freeway) and Upland Avenue
- 78th Street and Upland Avenue
- 82nd Street and Upland Avenue

Fiscal Impact

This agreement for the estimated amount of \$133,150, is funded in Capital Improvement Project 92510 - Upland Avenue from 66th Street to 82nd Street, and is reimbursed by TxDOT.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution

Contract

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, Advanced Funding Agreement # 0905-06-095, for Upland Avenue Widening from 66th Street to 82nd Street, which includes signals at 82nd Street, 78th Street, US62/82 and 66th Street, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT), 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:

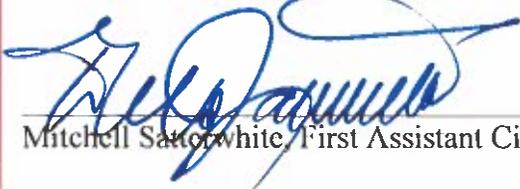
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satorwhite, First Assistant City Attorney

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
STP 2019(518)MM
FURNISHING & INSTALLING OF TRAFFIC SIGNAL EQUIPMENT BY A
MUNICIPALITY
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Lubbock**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Upland Avenue Widening from 66th Street to 82nd Street, which includes signals at 82nd St. 78th St. US62/82, and 66th St.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C,

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	N/A	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **furnishing and installing traffic signal equipment as shown in the construction plans and specifications. Intersections are Upland and 82nd St. 78th St. US62/82, and 66th St.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Lubbock ATTN: Director of Public Works 1314 Avenue K Lubbock, Texas 79401	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			AFA Not Used For Research & Development	

take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature



Signature

Typed or Printed Name



Typed or Printed Name

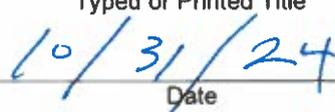
District Engineer

Typed or Printed Title

Director of Public Works

Typed or Printed Title

Date



Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**



TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66 th - 82 nd St.			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

City of Lubbock, TX - Traffic Management
Estimate for Services and Equipment
Upland Avenue (66th St to 82nd St) CSJ: 0905-06-095

Item	Quantities				Item Cost	Extended
	82nd St	78th St	US 82	66th St		
Signal cabinet with base		1		1	\$ 23,000	\$ 46,000
UPS battery backup		1		1	\$ 6,000	\$ 12,000
APS pushbutton station	8	2		4	\$ 700	\$ 9,800
Vehicle detection system				1	\$ 26,000	\$ 26,000
Optical preemption system				1	\$ 4,200	\$ 4,200
Fiber optic patch panel & related		1		1	\$ 2,000	\$ 4,000
Hardened Ethernet switch		1		1	\$ 1,500	\$ 3,000
Labor - Operations	8	100		200	\$ 50	\$ 15,400
Labor - Engineering*	40	10	40	80	\$ 75	\$ 12,750
					Total	\$ 133,150

*Includes labor for construction retiming throughout the project

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID		CFDA No.	N/A
AFA CSJs	0905-06-095			CFDA Title	Highway Planning and Construction
District #	05-LBB	Code Chart 64#	25650		
Project Name	Upland Ave. 66th - 82nd St.			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**



CIP 92510 Upland Ave - 66th to 82nd Street

Infrastructure Improvements

Project Manager: Kerry Koehler - Engineering

Project Scope

This roadway is designated in the 2018 Master Thoroughfare Plan to become a modified principal arterial. This roadway is currently two lane strip paved. Development and growth in this area has resulted in this roadway exceeding the current capacity of the two lane structure. The first year of this project funded the Environmental Study and Engineering Schematics for the Upland Avenue Corridor between 66th Street and 114th Street. The second year funded the Right-of-Way acquisition ahead of the improvements between 66th Street and 82nd Street. The third year funded the Engineering Design and Construction of a 5-lane roadway section that will include pedestrian elements, drainage, street lighting, and ADA compliance between 66th Street and 82nd Street.

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of the Citizens of Lubbock. The City must continue to anticipate the infrastructure needs for a growing population in order to provide a safe and efficient transportation system. Due to continued development in the area of Upland Avenue, this roadway has become congested and the road structure is requiring constant maintenance in order to safely serve the traveling public. The construction of the Marsha Sharp Freeway and Upland Avenue intersection by the Texas Department of Transportation will only increase the need for these proposed improvements.

This project has MPO participation

Project Highlights

Council Priorities Addressed:

Community Improvement
Growth and Development

Project History

- FY 2017-18 \$2,470,000 was appropriated by Ord. 2017-00111
- FY 2018-19 \$448,687 was appropriated by Ord. 2018-00109
- FY 2019-20 \$3,600,000 was appropriated by Ord. 2019-00129
- FY 2019-20 \$841,624 was appropriated by Ord. 2021-00146
- FY 2019-20 \$1,000,000 was reassigned
- FY 2023-24 \$10,630,000 was appropriated by Ord. 2023-00108

Project Dates

Bid Date - Design: 07/2018
Award Date for Bid - Design: 08/2018
Project Start Date - Design: 08/2018
Project End Date - Design: 06/2023
Bid Date - Construction: 12/2023
Award Date for Bid - Construction: 05/2024
Project Start Date - Construction: 06/2024
Project End Date - Construction: 12/2025

Project Location

Upland Ave - 66th to 82nd St

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Design	\$1,700,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$14,071,624	\$0	\$0	\$0	\$0	\$0	\$0
Acquisition	\$1,218,687	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$16,990,311	\$0	\$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	2030 - 31 Budget
Zone A Impact Fees	\$1,270,000	\$0	\$0	\$0	\$0	\$0	\$0
Zone F Impact Fees	\$1,600,000	\$0	\$0	\$0	\$0	\$0	\$0
Gateway Fund Bonds	\$6,000,000	\$0	\$0	\$0	\$0	\$0	\$0
Gateway Fund Prior Year Bonds	\$5,518,687	\$0	\$0	\$0	\$0	\$0	\$0
TxDOT Participation	\$841,624	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater Fund Cash	\$1,760,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$16,990,311	\$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						



AI# 13209

Regular City Council Meeting

02/11/2025:

5. 14.

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Purchase Order 10028187, with TSG Industries, for the purchase and non-mechanical installation of a modular warehouse office in the new Forensic/Property Facility for the Police Department.

Item Summary

The contract will be a one-time purchase. The basis-of-design outlines the key elements of a modular room system, with each component engineered for ease of assembly, durability, sound and fire safety. The integrated electrical features meet a variety of building needs, including structural integrity, safety, functionality, and overall durability. The Invitation to Bid (ITB) is separated into Line Item #1-1 for a Modular Office – 20 feet X 20 feet, and Line Item #1-2 for the HVAC Unit.

In response to ITB 25-18457-KM, the following bids were received and opened on January 14, 2025.

Contractor	Amount
***JMO Modular, Marion, Illinois	\$49,750.00
TSG Industries, Duncanville, Texas	\$61,990.40
Cotton Logistics, Katy, Texas	\$64,700.00
Adam’s Trade & Services, Inc., Austin, Texas	\$134,600.00

***JMO Modular of Marion, Illinois did not submit a bid that included the HVAC Unit, per the attached Bid Tabulation Sheet.

Staff recommend the award of this purchase order to the lowest bidder providing both line items, TSG Industries, for a purchase price of \$61,990.40, with delivery 45 days after receipt of order.

Fiscal Impact

Purchase Order 10028187, for \$61,990.40, is funded in Capital Improvement Project 92551, Public Safety Improvements Project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Mark Zavicar, Facilities Management Director

Attachments

Resolution PO 10028187

PO 10028187

13209_Bid_Tabulation_Sheet_-_Modular_Office

18457 Project Summary

92551 Budget Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 10028187 in accordance with ITB 25-18457-KM for the purchase of a modular warehouse office, by and between the City of Lubbock and TSG of Houston, TX 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:

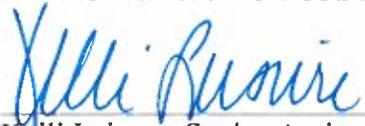
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



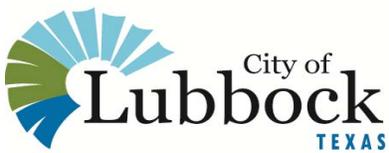
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PurchaseOrd 10028187 modular warehouse
01.28.25



PURCHASE ORDER

Page - 1
Date - 1/27/2025
Order Number 10028187 000 OP
Branch/Plant 1611

TO: TSG
7040 ROOK BLVD
(PROCESSING CENTER)
HOUSTON TX 77087

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: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 2/11/2025 Freight
Requested 3/28/2025 Taken By K MORGAN
Delivery PER TIM KEY REQ 62790 ITB 25-18457-KM

If you have any questions, please contact Tim Key at 806-775-2276 or via email at TKey@mylubbock.us

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Modular Office - 20'x20', HVAC Unit, Freight - Office, Freight - HVAC Unit, and Total Order.

This purchase order encumbers funds in the amount of \$61,990.40 awarded to TSG of Houston, TX, on January 14, 2025, from TSG of Houston, TX, and ITB 25-18457-KM.

Resolution # _____

CITY OF LUBBOCK:

ATTEST:

Mark McBrayer, Mayor

Courtney Paz, City Secretary

**PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS**

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

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

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

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

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

City of Lubbock, 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 1 %, net 22 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?

**City of Lubbock, TX
ITB 25-18457-KM
Modular Warehouse Office
Bid Form**

				TSG Industries Duncanville, TX \$61,990.40			
				Location Total Cost			
#	Items	QTY Required	UOM	Delivery		Unit Price	Total Cost
				Days ARO	Freight		
1							
#1-1	Modular Office - 20ft X 20ft; as specified.	1	LS	45	\$ 1,800	\$52,140.40	\$53,940.40
#1-2	HVAC Unit	1	LS	45	\$ 1,800	\$6,250.00	\$8,050.00

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

SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

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

TEXAS GOVERNMENT CODE SECTION 2252.152

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

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:

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

The following definitions apply to this state statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

TEXAS GOVERNMENT CODE 2274

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

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

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

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

INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification by reason of “non-responsiveness”.

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

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

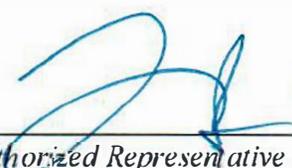
SUBMISSION INFORMATION

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 TSG Industries LLC. a
corporation organized under the laws of the State of Texas, or a partnership consisting of
N/A or individual trading as N/A of
the City of Houston
Tax ID No.: 81-1730502
Address: 515 N. Cedar Ridge Ln.
City: Duncanville State: Texas Zip: 76115

M/WBE Firm:	<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input checked="" type="checkbox"/>	Native American
	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

Please complete the information below.

By  Date: 1/13/2025
Authorized Representative - must sign by hand
Theodore Sims LEED AP
Officer Name and Title: _____
Business Telephone Number 1-888-586-2703 FAX: N/A
E-mail Address: tsims@tsg-industries.com

**City of Lubbock, TX
ITB 25-18457-KM
Modular Warehouse Office
Bid Tabulation Sheet**

				Adam's Trade & Services, Inc.				Cotton Logistics				
				Austin, TX				Katy, TX				
				\$134,600.00				\$64,700.00				
#	Items	Quantity Required	Location UOM	Delivery				Delivery				
				Days ARO	Freight	Unit Price	Total Cost	Days ARO	Freight	Unit Price	Total Cost	
1												
#1-1	Modular Office - 20ft X 20ft; as specified.	1	LS	150	0	\$129,600	\$129,600	Fabrication: 6-8 Weeks Shipping & Installation: 1-2 Weeks	\$8,600	\$	54,800	\$63,400
#1-2	HVAC Unit	1	LS	150	0	\$5,000	\$5,000	1 Week	\$ 100	\$	1,200	\$1,300

City of Lubbock, TX
ITB 25-18457-KM
Modular Warehouse Office
Bid Tabulation Sheet

				JMO Modular Marion, IL \$49,750.00				TSG Industries Duncanville, TX \$61,990.40			
Location Total Cost											
#	Items	Quantity Required	UOM	Delivery				Delivery			
				Days ARO	Freight	Unit Price	Total Cost	Days ARO	Freight	Unit Price	Total Cost
1											
#1-1	Modular Office - 20ft X 20ft; as specified.	1	LS	60	\$ 8,645	\$41,105	\$ 49,750	45	\$ 1,800	\$ 52,140.40	\$ 53,940.40
#1-2	HVAC Unit	1	LS	No Bid	No Bid	No Bid	No Bid	45	\$ 1,800	\$ 6,250	\$ 8,050



Purchasing and Contract Management

Project Summary

ITB 25-18457-KM Modular Warehouse Office

Notice was published in the Lubbock Avalanche Journal on December 15 & December 22, 2024.

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

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

Notice was published on Bonfire.com from December 13, 2024 to January 14, 2025.

4 individuals attended the pre-bid meeting.

64 vendors downloaded the documents using Bonfire.com.

13 vendors were notified separately.

4 vendors submitted bids.

City of Lubbock, TX
Capital Project Cost Detail
February 11, 2025

Capital Project Number: 92551
Capital Project Name: Public Safety Improvements Project

								PD Abandoned	
	Headquarters	East Patrol Station	North Patrol Station	South Patrol Station	Forensics / Property	Municipal Courts	Parking Garage	Vehicle Fund	Total
	92551.10000	92551.20000	92551.30000	92551.40000	92551.50000	92551.60000	92551.70000	138.8163	
<i>Encumbered/Expended</i>									
Advertising	2,182	1,449	-	-	-	197	145	-	3,973
Acquisition/Title Co.	16,332	670	423,717	-	-	-	-	-	440,719
Temporary Construction	-	7,650	-	-	394	-	-	-	8,044
Archaeology Survey	-	975	-	-	910	-	-	-	1,885
Miscellaneous Charges	10,914	1,373	165	1,605	2,717	1,496	-	-	18,268
MWM Contract #13951	-	685,820	315,919	299,114	-	-	-	-	1,300,853
PSC Contract #14153	1,489,676	-	-	-	-	-	-	-	1,489,676
Hugo Reed - Survey	3,500	-	-	-	7,500	7,500	-	-	18,500
Phase I Assessment	3,000	-	-	-	2,150	-	-	-	5,150
Geotechnical Report	-	-	-	-	11,535	-	-	-	11,535
FFA Contract #14079	-	-	-	-	-	-	-	-	-
TEI Contract #14163	-	-	-	-	-	-	-	-	-
RSA Contract #14190	-	-	-	-	-	619,380	-	-	619,380
PSC Contract #14153 Amendment 1	66,500	-	-	-	-	-	-	-	66,500
PSC Contract #14630	40,500	-	-	-	-	-	-	-	40,500
PSC Contract #14856	-	-	-	-	-	-	322,251	-	322,251
Fitness Equipment & Appliances	144,886	-	-	-	30,588	-	-	-	175,474
Lee Lewis Contract #14224 Amendment 1	-	5,911,358	5,741,888	6,255,031	-	-	-	-	17,908,277
RSA Contract #14190 Amendment 1	-	-	-	-	-	16,250	-	-	16,250
Lee Lewis Contract #15202 Amendment 1	-	-	-	-	-	4,415,200	-	-	4,415,200
Officewise Contract #15668 FF&E	-	241,741	241,741	241,741	-	-	-	-	725,224
FF&E State Coop Contract	52,505	8,847	10,430	26,469	36,799	-	-	-	135,049
Lee Lewis Contract #15789	15,777,140	-	-	-	-	-	-	22,860	15,800,000
Utility Tie-In	131,319	-	-	24,012	42,398	21,943	-	-	219,672
Testing Lab Services	-	-	-	-	26,624	76,227	-	-	102,851
Technology & Communications	378,273	112,962	113,194	115,365	39,110	38,334	-	30,625	827,863
Relocation Services	10,175	3,626	3,627	3,626	-	4,408	-	-	25,462
Officewise Contract #15668 FF&E Amendment 1	-	4,042	4,042	4,042	-	-	-	-	12,125
MWM Contract #15857	-	27,500	21,946	27,726	-	-	-	-	77,172
Officewise FF&E State Coop Contract	-	-	-	-	-	249,464	-	-	249,464
RSA Contract #14190 Amendment 2	-	-	-	-	-	4,023	-	-	4,023
Parkhill Contract #16308	-	-	-	-	599,100	-	-	-	599,100
RSA Contract #16718	-	-	-	-	-	18,750	-	-	18,750
Chapman Harvey Building Envelope Services	-	-	-	-	-	8,993	-	-	8,993
Lee Lewis Contract #14224 Amendment 2	-	115,359	96,457	95,896	-	-	-	-	307,712
Lee Lewis Contract #15202 Amendment 2	-	-	-	-	-	158,838	-	-	158,838
Lee Lewis Contract #15202 Amendment #3	-	-	-	-	-	5,822	-	-	5,822
RSA Contract #14190 Amendment 3	-	-	-	-	-	(7,565)	-	-	(7,565)
FF&E Ergoflex Systems, Inc. PO 10025811	362,927	-	-	-	-	-	-	-	362,927
FF&E Officewise PO 10025812	817,955	-	-	-	-	-	-	-	817,955
FF&E 1st Class Solutions PO 10025814	467,659	-	-	-	-	-	-	-	467,659
Parkhill Contract #16927	595,108	-	-	-	-	-	-	-	595,108
MWM Contract #15857 Change Order 1	-	(2,247)	(2,055)	(6,204)	-	-	(373,810)	-	(384,316)
KWA Engineering	5,600	-	-	-	-	-	-	-	5,600
Lee Lewis Contract #17114	-	-	-	-	8,101,700	-	-	-	8,101,700
Lee Lewis Contract #15789 Amendment 1	118,767	-	-	-	-	-	-	64,242	183,009
Lee Lewis Contract #15789 Amendment 2	217,391	-	-	-	-	-	-	-	217,391
FF&E Officewise PO 10027929	-	-	-	-	137,911	-	-	-	137,911
SSS Shelving Package PO 10028113	-	-	-	-	237,351	-	-	500,549	737,900
VWR Fume Hood Package PO 10028155	-	-	-	-	66,815	-	-	-	66,815
									-
<i>Agenda Item February 11, 2025</i>									-
Modular Warehouse Office PO 10028187	-	-	-	-	61,990	-	-	-	61,990
<i>Encumbered/Expended To Date</i>	20,712,310	7,121,125	6,971,069	7,088,424	9,405,591	5,639,259	(51,414)	618,276	57,504,641

PD Account Appropriation 618,276
Estimated Costs for Remaining Appropriation
 Communications, Technology, Move, FFE, etc. 228,121
Remaining Appropriation 228,121
Total Appropriation \$ 57,732,761



AI# 13198

Regular City Council Meeting

02/11/2025:

5. 15.

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 18648, and all related documents, with the Texas Department of Housing and Community Affairs, for the Comprehensive Energy Assistance Program, to assist low income households in meeting their immediate energy needs and to encourage consumers, through education, to control energy costs.

Item Summary

The Comprehensive Energy Assistance Program (CEAP) involves integration of all Low Income Home Energy Assistance Program (LIHEAP)-funded programs, thereby enhancing the efficiency and effectiveness of services provided to clients and eliminating duplication of services, by the City of Lubbock, Community Development Department.

- Funding Source: 2025 CEAP from the Texas Department of Housing and Community Affairs (TDHCA) Contract # 58250004375
- Use of Funds: Pass-through grant from TDHCA to provide energy assistance, by paying for energy bills only and repair or replacement of existing heating and cooling units, for citizens of Lubbock County
- Allocation: \$1,466,968
- Terms: January 1, 2025 – December 31, 2025, with the option to extend time up to 6 months, as determined by TDHCA

This is an electronic signature contract.

Fiscal Impact

The funds used for this contract originate from TDHCA, so there is no fiscal impact to the General Fund. The maximum allocation of this grant is \$1,466,968.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Karen Murfee, Director of Community Development

Attachments

Resolution
2025 CEAP Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Comprehensive Energy Assistance Program Agreement 18648, and all related documents, between the City of Lubbock and the Texas Department of Housing and Community Affairs (TDHCA), for the funding of a program for the Comprehensive Energy Assistance Program (CEAP) to assist low income households in meeting their immediate energy needs and to encourage consumers to control energy costs for years to come through education. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58250004375
FY 2025 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2501TXLIEA
Award Year (Year of Award from HHS to TDHCA): 2025
Unique Entity Identifier Number: LXDNEKWRVKJ6

SECTION 1. PARTIES TO THE CONTRACT

This 2025 Comprehensive Energy Assistance Program (CEAP) Contract Number 58250004375 ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **City of Lubbock**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2025**, and, unless earlier terminated, shall end on **December 31, 2025** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

- A. The following County/Countries constitute the Subrecipient's "Service Area": LUBBOCK
- B. Subrecipient shall, throughout its Service Area operate a Comprehensive Energy Assistance Program ("CEAP") in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 *et seq.*) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Chapter 2105 of the Texas Government Code ("State Act"), Chapters 2105 and 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2 and Subchapters A and C of Chapter 6 of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "State Rules"), the LIHEAP State Plan, 2 CFR Part 200 (as applicable), Subrecipient's "Service Delivery Plan" in accordance with 10 TAC §6.306, the Department's guidance related to CEAP, all applicable state and federal regulations, and the terms of this Contract. Subrecipient further agrees to comply with the certifications attached hereto as Addendums A, B, C and D and incorporated herein for all relevant purposes; the Budget attached hereto as Exhibit A and incorporated herein for all relevant purposes; the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Addendum E and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.
- C. Subrecipient shall assist "Households" that are "Low-Income" with priority being given in no particular order to (1) "Elderly Persons", (2) "Person with a Disability", (3) "Households" with a young child five (5) years of age or under, (4) Households with "High Energy Burden", and (5) Households with "High Energy Consumption," as said terms are defined in 10 TAC §6.2.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient during the Contract Term for administrative expenditures, program services costs and direct services expenditures in accordance with 10 TAC §6.308, in the amount(s) specified in the Budget attached hereto as Exhibit A.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.
- C. Subrecipient understands that all obligations of the Department under the Contract are subject to the availability of 2025 CEAP funds. The Contract is subject to termination or cancellation, either in whole or in part, without penalty to Department if such funds become unavailable.
- D. The Contract shall not be construed as creating a debt on behalf of Department in violation of Article III, Section 49a of the Texas Constitution. Subrecipient understands that all obligations of the Department under this Contract are subject to the availability of 2025 funds from the U.S. Department of Health and Human Services ("HHS"). If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- E. Department is not liable for any cost incurred by Subrecipient which:
1. is subject to reimbursement by a source other than Department;
 2. is for performance of services or activities not authorized by the LIHEAP Act, State Rules, or which is not in accordance with the terms of this Contract;
 3. is not incurred during the Contract Term;
 4. is not reported to Department on a monthly expenditure or performance report within forty- five (45) calendar days following the end of the Contract Term; or
 5. is incurred for the purchase or permanent improvement of real property.
- F. Notwithstanding any other provision of this Contract to the contrary, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered for activities specified in the LIHEAP Act.
- G. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$1,466,968.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. REQUEST FOR ADVANCE. Subrecipient may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient or an advance of Five Thousand and No/100 Dollars (\$5,000.00), whichever is greater. In carrying out the purpose of this Contract. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure and performance report to Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, together with such supporting documentation as the Department may reasonably request.
- B. DISBURSEMENT PROCEDURES. Subrecipient shall establish procedures to minimize the time between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. DEPARTMENT OBLIGATIONS. Subsection 5(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Subrecipient maintains cash balances in excess of need or requests advance payments in excess of thirty (30) days need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, (3) Subrecipient owes the Department funds, or (4) Subrecipient violates any of the terms of this Contract.
- D. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the Low-Income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.
- E. REPAYMENT. Subrecipient shall repay, within fifteen (15) calendar days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.

SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

- A. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Texas Grant Management Standards ("TXGMS") in effect on the effective date of this Contract. All references therein to "local government" shall be construed to mean Subrecipient.
- B. INDIRECT COST RATE. Subrecipient has an approved indirect cost rate of 0.00%.
- C. AUDIT REQUIREMENTS. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is One Million and No/100 Dollars (\$1,000,000.00) of Federal funds for a Subrecipient fiscal year that starts on or after October 1, 2024, and Seven-Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) for a Subrecipient fiscal year that starts before October 1, 2024.
- D. AUDIT REVIEW. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

- E. CERTIFICATION FORM. For any fiscal year ending within or one year after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted by electronic email to SAandACF@tdhca.state.tx.us.
- F. STATE AUDITOR'S RIGHT TO AUDIT. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Contract. The acceptance of funds by the Subrecipient or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Subrecipient or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.
- G. SUBCONTRACTS. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

SECTION 7. DEOBLIGATION, TERMINATION AND SUSPENSION

- A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §1.411, 10 TAC §6.304, and Chapter 2105 of the Texas Government Code. The Department may also deobligate funds from this Contract in whole or in part if Subrecipient missing any of the expenditure deadlines listed in the Performance Statement attached as Exhibit B to this Contract.
- B. TERMINATION. Pursuant to 10 TAC §2.202 and §2.203, the Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract.
- C. GENERAL. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.
- D. SUSPENSION. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review.

- E. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.
- F. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract, or for any costs that are disallowed.
- G. STATEWIDE OR REGIONAL PROVIDER. Department may award deobligated or terminated funds from this Contract to a Statewide or Regional Provider in accordance with 10 TAC §1.411. Subrecipient agrees to provide information as requested by the Department to serve clients in the Service Area.

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 of this Contract and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section 8.
- B. CEAP grant funds allow up to 7.22% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the Budget attached hereto as Exhibit A. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities in accordance with the LIHEAP State Plan.
- C. Administrative and program services activities funds are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty-five (45) calendar days prior to the end of the Contract Term to use it's administrative and program services funds for direct service categories.
- D. Whenever applicable, all heating and cooling equipment and/or systems must have an Energy Star rating. Heating and cooling equipment must be sized in accordance with Air Conditioning Contractors of America Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies. HVAC contractors must provide a one-year warranty on their work for parts and labor; the period for the warranty shall begin at the completion of installation.

SECTION 9. RECORDKEEPING REQUIREMENTS

- A. GENERAL. Subrecipient shall comply with all the record keeping requirements set forth below and shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the TXGMS, Subrecipient agrees to comply with any changes to the TXGMS recordkeeping requirements. For purposes of compliance monitoring, all associated documentation must be readily available, whether stored electronically or hard copy to demonstrate compliance with Subrecipient Performance as outlined in Section 3.

- B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act. Subrecipient understands that the Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Texas Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- C. ACCESS TO RECORDS. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the Office of Inspector General, the State Auditor's Office, the HHS Office of the Inspector General, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.
- D. RECORD RETENTION. Subrecipient represents and warrants its compliance with the records retention requirements of 2 CFR §200.333. The Department reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to the Department custody when it is determined the records possess longer term retention value. Subrecipient must include the substance of this clause in all subcontracts. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the TXGMS; (ii) the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction if the Department notifies the Subrecipient in writing; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; or (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.
- E. CLIENT FILES. Subrecipient shall maintain a client file system to document direct services rendered. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. Each client file shall contain the following:
1. Client application containing all Department requirements;
 2. Documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or Declaration of Income Statement ("DIS") (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the use of the form;
 3. Priority rating form;
 4. Case notes sufficient to document that program service activity has occurred;
 5. Household Status Verification Form for all Household members;
 6. SAVE printout (if applicable);
 7. Copy of client's utility bill(s);
 8. Energy consumption history for previous twelve (12) months (all fuel types) or Department approved Alternative Billing Method;
 9. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
 10. Documentation of benefits determination;
 11. Any documentation required by directives provided by the Department;

12. Notice of Denial Form (if applicable); and
13. Right of appeal and procedures for denial or termination of services (if applicable).

F. SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all subcontracts.

SECTION 10. REPORTING REQUIREMENTS

- A. REPORTING COMPLIANCE. Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.
- B. FUNDING REPORT. By the fifteenth (15th) of each month, Subrecipient shall electronically submit to Department, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month.
- C. INVENTORY. In accordance with 10 TAC §1.407, Subrecipient shall submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 and/or a useful life of more than one (1) year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. If the Aggregate Supply Level in 10 TAC §1.407(c) is raised during the Contract Term, the new level may be used without an amendment to this Contract. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the Subrecipient that provides CEAP services in the Service Area.
- D. FINAL REPORTS. Subrecipient shall electronically submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within forty-five (45) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
- E. HOUSEHOLD DATA. By the fifteenth (15th) of each month, Subrecipient shall electronically upload data on Households served in the previous month into the CA Performance Measures Module located in the Community Affairs Contract System.
- F. DEFAULT. If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, deobligate, withhold, or suspend any or all payments otherwise due or requested by Subrecipient hereunder, and/or initiate proceedings to terminate this Contract in accordance with Section 7 of this Contract.
- G. UNIQUE ENTITY IDENTIFIER NUMBER. Subrecipient shall register in the System of Award Management (“SAM”) a Unique Entity Identifier (“UEI”) number on all contracts and agreements. The UEI number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current UEI number for the entire Contract Term.
- H. DISASTER RECOVERY PLAN. Upon request of the Department, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated at least every two (2) years.

SECTION 12. CHANGES AND AMENDMENTS

- A. AMENDMENTS AND CHANGES REQUIRED BY LAW. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 12 may be further evidenced in a written amendment.
- B. GENERAL. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract.
- C. FACSIMILE SIGNATURES. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- D. REQUEST. Written requests for a Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the TXGMS.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Subrecipient's can request, and the Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term. Department may issue such corrective actions in accordance with 10 TAC §2.203.

SECTION 15. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract.

SECTION 16. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with 2 CFR Part 200, TXGMS, and 10 TAC §1.404, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined by TXGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than Five Thousand and No/100 Dollars (\$5,000.00, unless Subrecipient has received the prior written approval for such purpose). If the Aggregate Supply Level in 10 TAC §1.407(c) is raised during the Contract Term, the new level may be used without an amendment to this Contract.
- C. Subrecipient may not use funds provided under this contract for any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.
- D. When the Subrecipient no longer needs equipment purchased with CEAP grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CEAP grant funds.

SECTION 17. SUBCONTRACTS

- A. Subrecipient may not subgrant funds under this Contract or subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured subcontractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department.
- B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.
- C. Subrecipient represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

SECTION 18. TRAVEL

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to 2 CFR Part 200 (as applicable) and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code Travel and Subsistence Expenses; Mileage Allowances), or in the absence of such a policy, the State of Texas travel policies under 10 TAC §1.408. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and *per diem* expenses of its board members and employees.

SECTION 19. BONDING AND INSURANCE REQUIREMENTS

- A. PAYMENT AND PERFORMANCE BOND. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.
- B. INSURANCE. Subrecipient is basically a self-funded entity in accordance with Chapter 2259 of the Texas Government Code subject to statutory tort laws and, as such, generally, it does not maintain a commercial general liability insurance and/or auto liability policy. Subrecipient is encouraged to obtain pollution occurrence. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 20. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 21. LEGAL AUTHORITY

- A. LEGAL AUTHORITY. Subrecipient represents that it possesses legal authority to apply for the Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Subrecipient to act in connection with the Contract and to provide such additional information as may be required. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. SIGNATURE AUTHORITY. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by the Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

- C. TERMINATION; LIABILITY. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 21.
- D. MERGER; DEFAULT. Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

SECTION 22. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE, AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, Chapter 2105 of the Texas Government Code, the State Rules, LIHEAP State Plan, and the certifications attached hereto. Subrecipient represents and warrants that it will comply, and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws. Subrecipient represents and warrants that it will comply, and assure the compliance of all its subcontractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 U.S.C. §701, et seq) and HUD's implementing regulations including, without limitation, 2 CFR Parts 182 and 2429.
- C. LIMITED ENGLISH PROFICIENCY ("LEP"). Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the Service Area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
- D. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.
 - 1. General. Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
 - 2. Information Security and Privacy Agreement ("ISPA"). Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department's website at the "Information Security and Privacy Agreement" link.

- E. PREVENTION OF TRAFFICKING. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient 's rights to any funds shall be terminated.
- F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. Subrecipient represents and warrants that if the Contract involves construction of a project, it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts involving employment, as applicable.
- G. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTRAL ACT. Subrecipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- H. PROHIBITED EXPENDITURES ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT.
1. General. Pursuant to 2 CFR §200.216, Subrecipient and its contractors are prohibited from using funds under this Contract for equipment, services, or systems that use the following covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in accordance with Section 889 of Public Law 115-232 (National Defense Authorization Act 2019) or enter into, extend or renew a contract to procure the following covered telecommunications equipment or services:
 - a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - e) Systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 2. Subcontracts. Subrecipient must incorporate this prohibition in any contract and require its contractors to incorporate this requirement into any contract.

- I. NOTIFICATION OF INVESTIGATION. Subrecipient must notify the Department if Subrecipient is under federal or state investigation (by, for example, including, but not limited to, U.S. Department of Health and Human Services, Office of Inspector General and the Office of State Inspector General). Subrecipient must inform the Department in writing of this investigation in accordance with the Notice Provisions in Section 48. Subrecipient must also inform the Department in writing, in accordance with the Notice Provisions in Section 48, of any written requests for information by the State Auditor's Office, the Office of the Attorney General, or any other investigative agency, unless otherwise prohibited by law.
- J. NEVER CONTRACT WITH THE ENEMY ACT. Subrecipient represents and warrants that it will comply with all applicable standards, orders, or regulations pursuant to 2 CFR §200.215, implementing Never Contract with the Enemy in 2 CFR Part 183.

SECTION 23. PROCUREMENT OF RECOVERED MATERIALS

Subrecipient represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act (Chapter 361 of the Texas Health & Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7), as amended by the Resource Conservation and Recovery Act.

SECTION 24. PREVENTION OF WASTE, FRAUD, AND ABUSE AND UNLAWFUL CONDUCT

- A. Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.
- B. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- C. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.
- D. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 25. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. §1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the one hundred-twentieth (120th) day after the date the Department notifies Subrecipient of the violation.

SECTION 26. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipient shall, in addition to the requirements of this Section 26, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.
- F. Subrecipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR §200.112.
- G. Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- H. Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Contract, Subrecipient shall promptly notify Department.

SECTION 27. POLITICAL ACTIVITY AND LEGISLATIVE ACTIVITY PROHIBITED

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information.

- B. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information.
- C. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.
- D. None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Subrecipient and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum A and incorporated herein for all relevant purposes.
- E. Subrecipient represents and warrants that Department's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

SECTION 28. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- A. DISCRIMINATION PROHIBITED. In accordance with Section 2105.004 of the Texas Government Code, Subrecipient represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.
- B. EQUAL OPPORTUNITY. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, as amended, and its implementing regulations at 41 CFR Part 60.
- C. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) and (ii) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36. Subrecipient shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for a Person with a Disability.
- D. AGE DISCRIMINATION. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107).
- E. SUBCONTRACTS. Subrecipient will include the substance of this Section 28 in all subcontracts.

SECTION 29. DEBARRED AND SUSPENDED PARTIES; EXCLUDED PARTIES

- A. DEBARRED AND SUSPENDED PARTIES. By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management ("SAM")* maintained by the General Services Administration and in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of the subcontractor's agreement. Subrecipient may subsequently rely upon a certification of a subcontractor that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum D, without modification, and this language under this Section 29, in all its subcontracts.
- B. EXCLUDED PARTIES. By signing this Contract, Subrecipient further certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

SECTION 30. INDEMNIFICATION

SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

SECTION 31. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. If Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from Department, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services ("HHS") at 45 CFR Part 87.

SECTION 32. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 33. NO WAIVER

- A. RIGHT OR REMEDY. Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.
- B. SOVEREIGN IMMUNITY. The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

SECTION 34. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 35. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
 3. Addendum C - Certification Regarding Environmental Tobacco Smoke
 4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
 5. Addendum E - PRWORA Requirements
 6. Exhibit A- Budget

SECTION 36. SPECIAL CONDITIONS

- A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program.
- B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all Households in the Service Area. Subrecipient shall provide Elderly Persons and A Person with a Disability who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 37. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with 10 TAC §6.8.

SECTION 38. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 39. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, disease, pandemics, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 40. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Contract. If at any time the Subrecipient would like to engage Department in an Alternative Dispute Resolution (“ADR”) procedure, the Subrecipient may send a proposal to Department’s Dispute Resolution Coordinator. For additional information on Department’s ADR policy, see Department’s Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

SECTION 41. OPEN MEETINGS

If the Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

SECTION 42. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient’s compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 44. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 45. CYBERSECURITY TRAINING PROGRAM

If Subrecipient has access to any state computer system or database, Subrecipient shall complete cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

SECTION 46. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW

Subrecipient represents and warrants its compliance with 2 CFR §200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

SECTION 47. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

SECTION 48. NOTICE

- A. If a notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

City of Lubbock
PO Box 2000
Lubbock, TX 79457
Attention: Karen Murfee, Executive Director
Telephone: (806) 775-2296 Fax: (806) 775-3917 Email: kmurfee@mylubbock.us

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five (5) days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 48.
- C. Subrecipient shall provide contact information and required notifications to the Department through the Contract System in accordance with 10 TAC §6.6.

SECTION 49. VENUE AND JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdictions of Travis County, Texas.

SECTION 50. EXECUTIVE HEAD OF STATE AGENCY AFFIRMATION

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the Department, (2) a person who at any time during the four years before the date of the Contract was the executive head of the Department, or (3) a person who employs a current or former executive head of the Department.

SECTION 51. VETERAN IDENTIFICATION IN PROGRAM APPLICATIONS

The program applications must provide a space for applicants to indicate if they are a veteran as required by Section 434.214 of the Texas Government Code. In addition, the application must include the following statement: "Important Information for Former Military Services Members. Women and men who served in any branch of the United States Armed Forces, including Army, Navy, Air Force, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information please visit the Texas Veterans Portal at

SECTION 52. ASSIGNMENT

This Contract is made by Department to Subrecipient only. Accordingly, it is not assignable without the written consent and agreement of Department, which consent may be withheld in Department's sole discretion.

EXECUTED to be effective on **January 01, 2025**

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **December 31, 2024 10:14 am**

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By: **Robert Wilkinson**
Title: **Its duly authorized officer or representative**
Date: **January 6, 2025 7:54 am**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58250004375
FY 2025 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)**

ADDENDUM A

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**

Title: **Executive Director**

Date: **December 31, 2024 10:14 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58250004375
FY 2025 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988.: 2 CFR § 182. Sections 182.225, (230), (500) and (505) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

City of Lubbock
PO Box 2000
Lubbock, TX 79457

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

SUBRECIPIENT:

City of Lubbock

a political subdivision of the State of Texas

By: Karen Murfee

Title: Executive Director

Date: December 31, 2024 10:14 am

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58250004375
FY 2025 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)**

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subcontracts which contain provisions for the children's services and that all subcontracts shall certify accordingly.

SUBRECIPIENT:

**City of Lubbock
a political subdivision of the State of Texas**

By: **Karen Murfee**

Title: **Executive Director**

Date: **December 31, 2024 10:14 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58250004375
FY 2025 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:
 - (1) Is in connection with this award;
 - (2) Reached its final disposition during the most recent five year period; and
 - (3) Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined below;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000.00 or more or reimbursement, restitution, or damage in excess of \$100,000.00; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in this section (e) paragraph (3) items (i) - (iii) of this award term and condition;
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(4) For purposes of section (e) of this certification the following definitions apply:

- i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

[Signature]

Printed Name: _____

Title: _____

Date: _____"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **December 31, 2024 10:14 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58250004375
FY 2025 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM E

PRWORA REQUIREMENTS

If an individual is applying for LIHEAP funds, a Subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA") or ("Act"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 *et. seq.*, as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

There are certain types of assistance that are not subject to the Act's restriction on access to public benefits based on immigration status. This includes activities that: (1) deliver in-kind services at the community level, (2) are necessary for the protection of life or safety, and (3) do not condition the provision of assistance on the applicant's income or resources.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility (8 U.S.C. §1642 (a) and (b)). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility.

**CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR
ENTITLEMENTS (SAVE) SYSTEM**

Subrecipient shall:

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

- (e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;
- (f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;
- (g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance.
- (h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;
- (i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;
- (j) Comply with the requirements of the Federal Information Security Modernization Act of 2014 (FISMA) (PL-113-283, as amended) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;
- (k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/her may do so by submitting a written signed request to DHS-USCIS.
- (l) Comply with the Privacy Act, 5 U.S.C. §552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;
- (m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;
- (n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS-USCIS is posted on their website.
- (o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and
- (p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of Section 274A of the Immigration and Nationality Act, 8 U.S.C. §1324a.

(2) Monitoring and Compliance.

- (a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;

- (b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;
- (c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"
- (d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;
- (e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit B and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;
- (f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;
- (g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;
- (h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit B and the SAVE Program requirements by its authorized agents or designees;
- (i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit B, SAVE Program procedures or other applicable law, regulation or policy; and
- (j) Provide Department and SAVE Monitoring and Compliance with the current e-mail, U.S. postal service address, physical address, name and telephone number Users authorized representative for any notifications, questions or problems that may arise in connection with Users participation in SAVE and with notification of changes in the benefit offered by the User.

(3) Criminal Penalties.

- (a) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.
- (b) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a, and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Contract may be subject to criminal penalties.

(4) Third Party Liability.

- (a) Each party to this Contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this Contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(b) Nothing in this Contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

(5) Points of Contact

Michael De Young
Director of Community Affairs
Texas Department of Housing and Community Affairs
Community Affairs Division
P O. Box 13941
Austin, TX 78711-3941
Phone: (512) 475-2125
Email: michael.deyoung@tdhca.state.tx.us

USCIS SAVE Program MS 2620
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2620
ATTN: SAVE Operations
Phone: (888) 464-4218
Email: saveregistration@dhs.gov

USCIS SAVE Monitoring and Compliance MS 2640
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2640
Phone: (888) 464-4218
Email: save.monitoring@dhs.gov

(6) Certification.

The undersigned hereby certifies to the Department that all information herein is true and correct to the best of their knowledge and belief. The purpose of this statement is to certify that **City of Lubbock** (Subrecipient):

Is NOT a private nonprofit charitable organization and is an entity created by State Statute and affiliated with a state or governmental entity (such as a housing finance agency, public housing authority, unit of local government, council of governments, county, etc.)

Certification must have the signature from a representative with authority to execute documents on the Subrecipient's behalf.

I certify that I understand that fines and imprisonment up to five years are penalties for knowingly and willingly making a materially false, fictitious, or fraudulent statement or entry in any matter under the jurisdiction of the federal government (18 U.S.C. Sec. 1001).

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **December 31, 2024 10:14 am**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 58250004375
 FY 2025 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
 (CFDA # 93.568)**

EXHIBIT A

BUDGET

**City of Lubbock
 a political subdivision of the State of Texas**

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 1,466,968.00	CEAP FUNDS CURRENTLY AVAILABLE
\$ 2,500.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 105,915.00	-
Direct Services	\$ 1,358,553.00	-
TOTAL CEAP BUDGET	\$ 1,464,468.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 589,000.00	43.35
Utility Assistance	\$ 589,001.00	43.36
Program Services	\$ 180,552.00	13.29
TOTAL DIRECT SERVICES	\$ 1,358,553.00	100.00

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures. All other administrative costs, exclusive of administrative costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services costs when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 calendar days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in Contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

Vendor Refunds

Subrecipient must determine which TDHCA contract the payment(s) were charged to, the clients(s) associated to the payment(s), and if the Contract Term has expired.

If the Contract Term has not expired, Subrecipient must enter the amount into the Contract System in the appropriate budget line item into the Adjustment column in the monthly report and make an appropriate note in the system. This will credit back the vendor refund(s) for the Subrecipient to expend on eligible expenses during the Contract Term.

If the Contract Term has expired, Subrecipient must return the vendor refund(s) to the Department. This refund must contain the contract number, and appropriate budget line item associated to the refund(s).



AI# 13204

Regular City Council Meeting

02/11/2025:

5. 16.

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Amendment No. 11 to Contract 15310, with Parkhill, for professional design services for Perimeter Road Rehabilitation at the Lubbock Preston Smith International Airport.

Item Summary

The City of Lubbock (Airport) has requested Parkhill, under the on-call professional architectural/engineering agreement, to provide design and bid phase services for the Perimeter Road Rehabilitation Project at Lubbock Preston Smith International Airport.

The airfield is surrounded by 17 miles of perimeter fencing and roads. The roads are used daily for airfield inspections, maintenance efforts, fuel delivery, and various operational activities. The perimeter road limits crossing of active runways to the lowest number possible. Portions of the road require reconstruction, while other areas need preventative maintenance or rehabilitation.

This amendment will provide design and bidding services. Construction will be planned in phases to distribute the expense over multiple years.

Proposed Amendment No. 11 is summarized as follows:

Task	Fee Amount	Fee Type
1PER – Preliminary Engineering Report	\$69,700	Lump Sum
3FDS – Final Design Services	\$138,910	Lump Sum
4BID – Bid Phase Services	\$16,420	Lump Sum
8SSD – Subconsultant Services for Design	\$92,480	Lump Sum
Total	\$317,510	Lump Sum

Airport staff and the Airport Advisory Board recommend Amendment No. 11 to Contract 15310, with Parkhill of Lubbock, Texas, for \$317,510.

Fiscal Impact

Amendment No. 11 to Contract 15310, with Parkhill for \$317,510, is funded in Capital Improvement Project 92887-Airfield Perimeter Road Construction.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Kelly Campbell, Executive Director of Aviation

Airport Advisory Board

Attachments

Resolution Amendment No. 11 Parkhill

Amendment No. 11 Parkhill

Capital Project 92887

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 11 to Contract 15310, by and between the City of Lubbock and Parkhill for Perimeter Road Rehabilitation, at the Lubbock Preston Smith International Airport, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

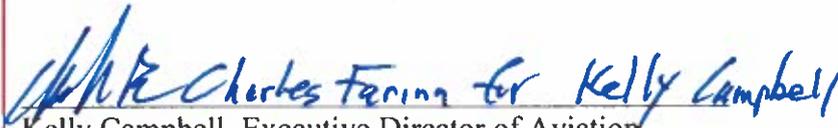
Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Amend 11-Parkhill
January 27, 2025



January 27, 2025

Ms. Kelly Campbell, A.A.E.; Executive Director of Aviation
Lubbock Preston Smith International Airport
Administration Office, 2nd Floor
5401 North Martin Luther King Jr. Blvd Unit 389
Lubbock Texas 79403

RE: LBB Perimeter Road Rehabilitation Fee Proposal (Revision No. 1)
Amendment 11

Dear Ms. Campbell:

Parkhill is thrilled about the opportunity to assist with a Project to rehabilitate the Airport Perimeter Road at the Lubbock Preston Smith International Airport (LBB). This letter serves as Amendment 11 to the Parkhill Agreement for Professional Services (Revision No. 1). Parkhill proposes the following scope of work and associated fees:

1. **TASK 1, Preliminary Engineering Report (PER) Services (by Parkhill).** PER, in accordance with FAA AC 150/5100-14E Section 1.4.2.1, to fully evaluate Project conditions. Refer to specific tasks included in detailed fee sheet.
 - i. Task 1.1: Perform all Project Management tasks as needed to coordinate effort of entire team.
 - ii. Task 1.2: Conduct all Project meetings, including kickoff, design development, and coordination, DRAFT PER review, and FINAL PER review. Parkhill will prepare agenda and issue meeting minutes.
 - iii. Task 1.3: Coordinate with all subconsultants to ensure combined effort meets intended objectives, while managing the effort according to master Project schedule.
 - iv. Task 1.4: Review historic project records per FAA AC 150/5320-6G, Chapter 5 to determine pavement section(s), age, previous rehabilitation, and other factors that might benefit analysis and solution. This will involve a comprehensive review and documentation of findings. This task also includes a visual site inspection.
 - v. Task 1.5: Explore various rehabilitation techniques and summarize applicability for different pavement sections and distress types. Cost information will be compiled for each rehabilitation technique.
 - vi. Task 1.6: Prioritize pavement sections and develop a list of alternatives to address pavement condition. Alternatives will include an Opinion of Probable Cost (OPC) and associated matrix of pros/cons for Owner consideration. Additionally, based on known budget constraints and other parameters such as access/phasing, Parkhill will prepare a recommendation for rehabilitation
 - vii. Task 1.7: Compile PER document incorporating narrative and exhibits from entire design team.
 - viii. Task 1.8: Prepare exhibits for PER inclusion.
 - ix. Task 1.9: Prepare and maintain a master design schedule.
 - x. Task 1.10: Assist with internal quality control including PER document review.
 - xi. Task 1.11: Prepare and submit Project via FAA OE/AAA website for airspace review.

2. **TASK 3, Final Design Services.** Refer to specific tasks included in detailed fee sheet.
 - i. Task 3.1: Perform all Project Management tasks required to coordinate effort of entire team.
 - ii. Task 3.2: Conduct all Project meetings, design kickoff meetings, and final progress/review. Parkhill will prepare an agenda and issue meeting minutes. This task also includes necessary visual site visits.
 - iii. Task 3.3: Perform necessary design services which consist of 60%, 95%, and final bid document plan sets including cover sheet, sheet index, survey control, safety/phasing sheets and related details, erosion control plan and related details, rehabilitation plan sheets, and pavement rehabilitation details. Other plan sheets will be incorporated as scope dictates.
 - iv. Task 3.4: Prepare Project Specifications. Coordinate with City of Lubbock Purchasing as needed to compile complete manual.
 - v. Task 3.5: Maintain a master design and construction schedule. Task also includes preparation of an Opinion of Probable Cost (OPC).
 - vi. Task 3.6: Perform quality control including document review.

3. **TASK 4, Bidding Phase Services.** Task includes assisting LBB with bid packages. Refer to specific tasks included in detailed fee sheet.
 - i. Task 4.1: Provide final Bid Documents for LBB use. Documents will include Plans, Project Manual, and Bid Form. Project Manual will contain FAA boilerplate, Technical Specifications, and all required appendices. We anticipate LBB will add necessary front-end documents and perform final compilation for advertisement.
 - ii. Task 4.2: Lead on-site Prebid Meeting per FAA AC 150/5100-14E.
 - iii. Task 4.3: Respond to Bidder questions and issue Addenda as required.
 - iv. Task 4.4: Analyze Bids and prepare Recommendation for Award.
 - v. Task 4.5: Prepare Conformed Construction Documents for issuance to LBB, FAA, and Contractor.

4. **TASK 5, Construction Administration (CA) Services.** To be included in future amendment once Project scope is fully defined.

5. **TASK 6, Resident Project Representative (RPR) Services.** To be included in future amendment once Project scope is fully defined.

6. **TASK 7, Closeout Phase Services.** To be included in future amendment once Project scope is fully defined.

7. **TASK 8, Subconsultant Services for Design (by subconsultants).** Refer to fee sheet and scope/fee documentation from each subconsultant included herein for specifics. With assistance from Parkhill's qualified subconsultants, services include:
 - i. Task 8.1 (Parkhill): Topographic survey to provide initial site analysis for utilization in Project design.
 - ii. Task 8.3 (REL): Geotechnical Investigation and Report for use in designing perimeter road pavement sections.

8. **TASK 9, Subconsultant Services for Construction.** To be included in future amendment once Project scope is fully defined.

Exclusions to Parkhill contract include but are not limited to:

- Construction Safety & Phasing Plan (CSPP)
- Updates to Airport Layout Plan
- Safety Risk Management System (SRM) panels and Safety Assessment reporting (addressed during construction)
- ADIP/AGIS services
- Construction Phase Services
- Closeout Phase Services
- RPR Services
- Construction materials acceptance testing
- Construction staking
- Other construction-related services
- Construction verification surveys
- As-built survey
- Land acquisition services
- Major electrical or structural modifications
- Apron marking plan
- Modifications to fixed tunnel sections

Assumptions related to Parkhill contract include:

- Client (LBB) will provide proposed operational data (type of vehicles and number of operations) for pavement design purposes.
- Consultant will not perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals.

Parkhill fee proposal for services defined herein and attached fee sheets includes:

Task	Fee Amount	Fee Type
1PER – Preliminary Engineering Report	\$ 69,700	Lump Sum
3FDS – Final Design Services	\$138,910	Lump Sum
4BID – Bid Phase Services	\$ 16,420	Lump Sum
8SSD – Subconsultant Services for Design	<u>\$ 92,480</u>	Lump Sum
Total	\$317,510	Lump Sum

We propose to modify the May 12, 2020, agreement (Contract No. 15310) between the City of Lubbock and Parkhill and provide approved Task 3FDS and 4BID services under provisions of Exhibit B - Payments to the Engineer, Paragraph B4.01 (Lump Sum Method) of Contract. Any necessary additional services will be provided in accordance with Exhibit B - Payments to the Engineer, Paragraph B4.02. Compensation for Task 1PER, 3FDS, 4BID, and 8SSD services shall not exceed total noted without Owner’s written approval.

If terms are agreeable, please sign and return one copy of this amendment. Receipt of this signed proposal letter will serve as our Notice to Proceed with these services. Please review fee proposal and contact me directly at mhaberer@parkhill.com or 806.473.3600 with questions or concerns.

Thank you again for this opportunity to provide Professional Engineering Services on this important LBB Project. We look forward to applying the Parkhill mission with you on this exciting Project by *"creating inventive, relevant built environments together."*

Sincerely:

Accepted by:

PARKHILL

CITY OF LUBBOCK

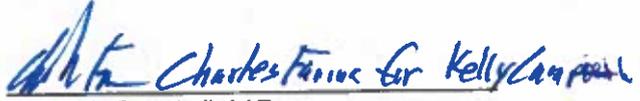
By


Mark D. Haberer, PE, CM
Principal

By

Mark McBrayer
Mayor

By


Kelly Campbell, AAE
Executive Director of Aviation

By

Courtney Paz,
City Secretary

By


Mitch Sofferwhite
First Assistant City Attorney

MH/TRH/dg
Encl

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: January 27, 2025

Prepared By: Imad Zaoude / Tessa Hazlett

Principal: Mark Haberer

Project Manager: Tessa Hazlett

Project Name: LBB - Perimeter Road Rehabilitation

Project Number: 44140.24

Task/Discipline: 1PER

Projected Start Date: _____

Fee (Revenue) Type: Lump Sum

Markup on Direct Expenses: 15.00%

Markup on Reimbursables: 15.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$67,932

Direct Consultants: _____

Direct Expenses: \$1,499

Reimbursable Consultants: _____

Reimbursable Expenses: _____

Total Fee: \$69,656

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$67,932

Directs: \$1,724

Subtotal: \$69,656

Reimbursables: _____

Total Fee: \$69,656

\$69,700

Project: LBB - Perimeter Road Rehabilitation		Project Number: 44140.24	Task/Discipline: LPER	Current Fee: \$65,656				
Category	1	2	3	4	5	6	7	8
Task/Discipline	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Support Employees	Support Employees	Support Employees	Support Employees
Resource (Employee Name, Rank or Job Number)	Sector Director Civil-PL7	Senior Civil Project Manager-PL7	Senior Civil Engineer-PL6	Civil Engineer-PL1	Support Staff-SS3	Support Staff-SS3	Support Staff-SS3	Support Staff-SS3
Subtask/Phase	Mark Haberler	Tessa Hargett	Omar Elbagalali	Suhail Dine	Debbie German	Debbie German	Debbie German	Debbie German
Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Rate	\$352.00	\$352.00	\$282.00	\$147.00	\$146.00	\$146.00	\$146.00	\$146.00
Hourly/Billing Rate								
Staff Title - Level								
Hourly/Billing Rate								
Trip								
PRELIMINARY ENGINEERING REPORT (9 weeks)								
Project Management								
Scoping Meeting (WebEx) with Survey and Parkhill Project Team	2	4	1	1				9
Develop Survey and Geotechnical Scope of Design Schedule Development	1	2	4	1				10
Prepare and Manage Staff Work Plan								2
Weekly Project Administration								4
Project Involving (anticipate 2 invoices for PER phase)	2	8	8	8				16
Project Meetings								4
Preliminary Review meeting w/ LBB (Virtual)			2	2				4
Meeting Preparation	1	1	1	1				4
Meeting Attendance	1	1	1	1				4
PER Review meeting w/ LBB (Hybrid)	1	1	1	1				4
Meeting Preparation	1	1	1	1				4
Meeting Travel	1	1	1	1				4
Meeting Attendance	1	1	1	1				4
Meeting Minutes (Prepare and Issue)	1	1	1	1				4
Discuss Phasing with LBB	1	1	1	1				4
Internal meetings								3
Internal Bi-Weekly Design Mtg (1 @ 1hr/ea)								16
8 weeks			4	4				8
Meeting Minutes (Prepare and Issue)	4	4	4	4				16
Subconsultant Coordination								8
Coordinate Subconsultant Agreements			4	4				8
Coordinate Surveying Services		1	1	1				3
Coordinate Geotechnical Services		1	1	1				3
Report Investigation								5
Gather/Review Record Drawing Information								6
Gather/Review Airport Ops and Fleet Mix								2
Gather/Review Airport Layout Plan								2
Review AC and Develop Design Criteria			1	1				2
Review Topographic Survey			2	2				4
Create 3D Model with Topographic Survey								18
Review Geotechnical Investigation			2	2				4
Analyze Pavement Options			4	4				8
Perform FAARFIELD Analysis			4	4				8
Perform Perimeter Road Site Visit at LBB			8	8				16
Perform Visual Pavement Evaluation			4	4				8
Travel time to LBB			1	1				2
								5

Project: BB - Perimeter Road Rehabilitation		Project Number: 44140.24	Task/Discipline: UPER	Current Fee: \$49,656				
Category	1	2	3	4	5	6	7	8
Staff Title - Level	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Support Employees			
Hourly/Billing Rate	Sector Director Civil-PL7	Senior Civil Project Manager-PL7	Senior Civil Engineer-PL6	Civil Engineer-PL1	Support Staff-SS3			
Resource (include Name (last, first, middle initial))	Mark Heister	Tessa Hufstet	Omar Elmaghrabi	Shake Daba	Debbie Gorman			
Task/Discipline Subtask/Phase	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Report Preparation								
Prepare Draft Narrative								
Introduction								
General Airport Description								
Pavement Evaluation								
Geotechnical Investigation								
Design of Pavement Section								
Const. Sequencing, Scheduling, Phasing								
Other Design Consideration								
Recommendations								
Engineer's Opinion of Probable Cost								
Make Revisions & Submit Final Version								
Drawing Preparation								
Prepare Schematic Layouts/Plans								
Prepare Preliminary Phasing Layouts								
Opinion of Probable Cost and Schedule Preparation								
Prepare Preliminary OPC								
Perform quantity calculations								
Material Unit Prices								
Prepare/update design schedule								
Prepare DRAFT construction schedule								
Parishill SQ 1 QA/QC								
Perform independent quantity takeoff								
Independent document review								
Labor Subtasks								
Trip Count	21	55	82	98	25			281
Hours	\$7,992	\$19,360	\$23,124	\$14,406	\$3,650			\$67,932
Salary								

Direct Expenses Project: **LBB - Perimeter Road Rehabilitation**
 Expenses included in lump sum fee. Not billed to client

Project No: **44140.24** Current Fee: **\$69,656**

Direct Consultant Costs		Amount
611 Structural Consultant		
612 Mech/Elec Consultant		
613 Environ/Civil Consultant		
614 Architectural Consultant		
615 Testing Consultant (Geotech, CMT, TAB, etc.)		
616 Surveying Consultant		
617 Interior Design Consultant		
618 Other Consultant - Kitchen / Food Consultant		
618 Other Consultant - Acoustical Consultant		
618 Other Consultant - AV/ IT Consultant		
618 Other Consultant		
Total Direct Consultants		
Direct Expense Costs		
621 Travel		
Motel	2 Days @ 1 Men @ \$169.00 /Man-day =	\$338.00
Air Travel	1 Air Fare @ 1 Men @ \$752.35 /Man =	\$752.35
Parking	Days @ /Day =	
Transport/Taxi	2 Days @ \$129.00 /Day =	\$258.00
Mileage	30 Miles @ \$0.700 @ 1 Trips =	\$21.00
	Subtotal	\$1,369
622 Reproductions		
Blackline Prints		
34" x 22"	Shts @ \$2.50 /Sht @ Sets =	
36" x 24"	Shts @ \$2.75 /Sht @ Sets =	
42" x 30	Shts @ \$3.25 /Sht @ Sets =	
Other	sf @ \$0.55 /sf @ Sets =	
Mounting Foam Board	Boards @ \$10.00 /ea @	
Printing:		
Set Up Fee	Originals @ \$0.15 /Sht @ Submittals =	
8-1/2" x 11" B&W	Originals @ \$0.09 /Sht @ Sets =	
8-1/2" x 11" Color	Originals @ \$0.55 /Sht @ Sets =	
11" x 17" B&W	Originals @ \$0.18 /Sht @ Sets =	
11" x 17" Color	Originals @ \$1.05 /Sht @ Sets =	
Binding Cost	Sets @ \$2.00 /Set =	
Laminating	Shts @ \$2.00 /Sht =	
Scan to file		
Burn to CD/DVD	CD/DVD @ \$13.50 /each =	
Scan Specs	Originals @ \$0.15 /Sht =	
Scan Drawings	Originals @ \$1.50 /Sht =	
	Subtotal	
623 Models/Renderings/Photos	Shots @ /Shot	
624 Telephone	Calls @ /Call	
625 Meals	2 Days @ 1 Men @ \$65.00 /Man-day	\$130
626 Field Supplies		
628 Postage	Mailings @ /Mailing (Standard)	
628 Postage	Mailings @ /Mailing (Overnight)	
629 Publications		
630 Misc Reimbursable Exp		
632 Temporary Personnel		
634 Office Supplies		
635 CADD		
636 Field Equip Rental		
639 License & Regulation Fee		
643 NM Gross Receipt Tax		
647 Computer Supplies		
Total Direct Expenses		\$1,499

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: January 27, 2025

Prepared By: Imad Zaoude / Tessa Hazlett

Principal: Mark Haberer

Project Manager: Tessa Hazlett

Project Name: LBB - Perimeter Road Rehabilitation

Project Number: 44140.24

Task/Discipline: 3FDS

Projected Start Date: _____

Fee (Revenue) Type: Lump Sum

Markup on Direct Expenses: 15.00%

Markup on Reimbursables: 15.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$138,862

Direct Consultants: _____

Direct Expenses: \$42

Reimbursable Consultants: _____

Reimbursable Expenses: _____

Total Fee: \$138,910

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$138,862

Directs: \$48

Subtotal: \$138,910

Reimbursables: _____

Total Fee: \$138,910

\$138,910

Project: LBB - Perimeter Road Rehabilitation		Project Number: 44140.24		Task/Discipline: JF 05		Current Fee: \$138,510		
Category	1	2	3	4	5	6	7	8
Staff Title - Level	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Support Staff-SS3		
Hourly/Billing Rate	\$552.00	\$382.00	\$202.00	\$203.00	\$147.00	\$146.00		
Resource (Employee Name (last, first, initial))	Maria Hildebrand	Tessa Hallett	Chris Fitzgibbon	Ronny G. Smith	Shane Dine	Debbie Gernabe		
Task/Discipline	Supplies/Phase	Hours	Hours	Hours	Hours	Hours	Hours	Hours
FINAL DESIGN (14 weeks)								
Project Management								
Weekly Project Management (assume 14 week duration)		14						18
Manage project workplan / Maintain project schedule		4						4
Monthly invoicing (assume 4 months)		8						12
Routine coordination with LBB		8						24
Coordination with FAA		1	2					3
Meetings								
Internal design team meetings, including documentation (weekly, 0.5 hour each, assume 14 weeks)		14						14
Virtual Preliminary design 60% review meeting (Hybrid)								
Meeting Preparation		1	2					8
Meeting Travel		1						2
Meeting Attendance		1	1					5
Meeting Minutes (Prepare and Issue)		2						4
Virtual Preliminary design 90% review meeting (Hybrid)								
Meeting Preparation		1	2					8
Meeting Travel		1						2
Meeting Attendance		1	1					5
Meeting Minutes (Prepare and Issue)		2						4
Design/Plan Preparation								
Document design in Design Basis Report		6	8					18
Finalize Phasing		8						16
Finalize Civil 3D Model for Reconstruction area			2					22
Finalize horizontal geometry (Excluded - assume no geometry changes in scope)								
Drainage Analysis (Excluded from scope)								
Finalize necessary utility modifications (Excluded - assume no utility impact)								
Compile Final Drawings (47-171 sheets)								
Cover Sheet (1 sheet per Bid Package / 5 Total)			0.5					6

Labor Costs		Project:	LBB - Perimeter Road Rehabilitation		Project Number:	44140.24		Task/Discipline:	JF 05		Current Fee:	5138.210	
Category	1	2	3	4	5	6	7	8	9	10	11	12	Total
Staff Title - Level	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Support Staff-SS3	Support Staff-SS3	Hours
Hourly/Billing Rate	\$352.00	\$352.00	\$282.00	\$203.00	\$147.00	\$146.00							Hours
Resource (Employee Name (last first initial))	Maria Magbeter	Tessa Trickett	Omar Elmaghrabi	Rodrigo Vela	Shahze Dume	Debbie German							Hours
Yield/Discipline	Subtask/Phase	Trips											Hours
Summary of Quantities, Location Map and Sheet Index (3 sheet per Bid Package / 15 sheets total)		0.5											9
Project Airport Layout Plan, Project General Notes (1 sheet per Bid Package / 5 sheets total)		0.5											6
Stormwater Pollution Prevention Plan (SWPPP) (1 sheet per Bid Package / 5 sheets total)		0.5											6
Stormwater Pollution Prevention Plan (SWPPP) Details (1 sheet per Bid Package / 5 sheets total)		0.5											3
Construction Phasing, Safety Plan, Details (2 sheets per Bid Package / 10 sheets total)		12											37
Erosion Control Summary & Site Plan (2 sheets per Bid Package / 10 sheets total)		2											12
Erosion Control Details (1 sheet per Bid Package / 5 sheets total)		1											6
Demolition Plan (22 Sheets)		12											42
Project Rehabilitation Plan (assume 22 sheets)		12											56
Full Depth Reclamation P&P (assume 10 sheets)		8											52
Pavement Demolition Details - FDR (2 sheets)		2											6
Pavement Demolition Details - Mill & Fill / Patching (2 sheets)		2											6
Miscellaneous Demolition Details (2 sheets)													4
Pavement Details - FDR (2 sheets)		2											6
Pavement Details - Mill & Fill / Patching (2 sheets)		2											6
Miscellaneous Paving (2 sheets)		2											6
Marking Layout Plan (assume 8 sheets per Bid Package / 40 sheets total)		12											52
Miscellaneous Marking Details (1 sheet per Bid Package / 5 sheets total)		1											6
Specifications and CMP													
Prepare Final Special Provisions		4											4
Prepare technical specifications													13
Finalize appendices		1											2
Finalize CMP and coordinate approval		2											12
CSPP and 7460													
Submit phasing and safety plans 7460													2

Project: LBB - Perimeter Road Rehabilitation		Project Number: 44140.24		Task/Discipline: J145		Current Fee: \$188,910		
Category	1	2	3	4	5	6	7	8
Staff Title - Level	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers	Support Employees		
Hourly/Billing Rate	Sector Director Civil-PL7	Senior Civil Project Manager-PL7	Senior Civil Engineer-PL6	Civil Engineer-PL3	Civil Engineer-PL1	Support Staff-SS3		
Resource (Employee) Name (blank if not known)	\$352.00	\$352.00	\$282.00	\$203.00	\$147.00	\$145.00		
Subtask/Phase	MIRI TRIPLET	TRIP TRIPLET	CHIEF ENGINEER	ROUTING TRIP	TRIP TRIP	DEBIL CORNER		
Task/Discipline	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
EOPC and Schedule Update								
Finalize bid item quantity calculations								
Update/review opinion of cost								
Prepare/update design schedule								
Parthill SO.1 QA/QC (95% Plans)								
Perform independent quantity takeoff								
Administer PM QC checklist								
Administer PE QC checklist								
Independent document review								
Labor Subtotals	16	157	40	316	25	16		
Hours	\$20,768	\$55,088	\$11,280	\$46,452	\$3,630	\$138,862		
Salary								

Direct Expenses Project: LBB - Perimeter Road Rehabilitation Project No: 44140.24 Current Fee: \$138,910
 Expenses included in lump sum fee. Not billed to client

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @		Men @	/Man-day	=	
Air Travel	Air Fare @		Men @	/Man	=	
Parking	Days @		/Day		=	
Car Rental	Days @		/Day		=	
Mileage	30 Miles @	\$0.700	@	2 Trips	=	\$42.00
Subtotal						\$42
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @		\$2.50 /Sht @		Sets =	
36" x 24"	Shts @		\$2.75 /Sht @		Sets =	
42" x 30	Shts @		\$3.25 /Sht @		Sets =	
Other	sf @		\$0.55 /sf @		Sets =	
Mounting Foam Board	Boards @		\$10.00 /ea @			
Printing:						
Set Up Fee	Originals @		\$0.15 /Sht @		Submittals =	
8-1/2" x 11" B&W	Originals @		\$0.09 /Sht @		Sets =	
8-1/2" x 11" Color	Originals @		\$0.55 /Sht @		Sets =	
11" x 17" B&W	Originals @		\$0.18 /Sht @		Sets =	
11" x 17" Color	Originals @		\$1.05 /Sht @		Sets =	
Binding Cost	Sets @		\$2.00 /Set		=	
Laminating	Shts @		\$2.00 /Sht		=	
Scan to file						
Burn to CD/DVD	CD/DVD @		\$13.50 /each		=	
Scan Specs	Originals @		\$0.15 /Sht		=	
Scan Drawings	Originals @		\$1.50 /Sht		=	
Subtotal						
623 Models/Renderings/Photos			Shots @	/Shot		
624 Telephone	Calls @		/Call			
625 Meals	Days @		Men @	/Man-day		
626 Field Supplies						
628 Postage	Mailings @		/Mailing	(Standard)		
628 Postage	Mailings @		/Mailing	(Overnight)		
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						\$42

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: January 27, 2025

Prepared By: Imad Zaoude / Tessa Hazlett

Principal: Mark Haberer

Project Manager: Tessa Hazlett

Project Name: LBB - Perimeter Road Rehabilitation

Project Number: 44140.24

Task/Discipline: 4BID

Projected Start Date: _____

Fee (Revenue) Type: Lump Sum

Markup on Direct Expenses: 15.00%

Markup on Reimbursables: 15.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$16,101

Direct Consultants: _____

Direct Expenses: \$275

Reimbursable Consultants: _____

Reimbursable Expenses: _____

Total Fee: \$16,417

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$16,101

Directs: \$316

Subtotal: \$16,417

Reimbursables: _____

Total Fee: \$16,417

\$16,420

Labor Costs	Category	Project Number: 44140 24 Task/Discipline: 4B-D								Total		
		1	2	3	4	5	6	7	8			
Task/Discipline	Subtask/Phase	Civil Engineers	Civil Engineers	Civil Engineers	Civil Engineers-PL1	Support/Involvement	Civil Engineers	Civil Engineers	Support Staff-SS3	Hours	Hours	Hours
Sector Director Civil-PL7	Mark Habeeb	\$352.00										
Hourly/Billing Rate												
Resource (Employee Name (Show if not known))												
Task/Discipline	Subtask/Phase	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
BIDDING PHASE (6 weeks)												
Miscellaneous project management		0.5	0.5									5
Assist with advertisement		0.5	0.5									2
Conduct Prebid Conference		0.5	0.5									4
Meeting Preparation		1	1	0.5								2
Meeting Travel (1 hr round trip)		4	4	4								8
Meeting Attendance												
Meeting Minutes (Prepare and Issue)		1	1	0.5								3
Address bidder questions, issue addenda		0.5	3	3								8
Attend bid opening		0.5										1
Meeting Travel (1 hr round trip)		1		1								2
Evaluate bids, prepare bid tabulation, award		0.5	0.5	2								5
Prepare and issue recommendation letter for award		1	1									2
Prepare and issue contract document		2	2									5
Prepare and issue conformed construction documents Bid Package 1		0.5	2	2								7
Attend Airport Board Meeting		2										2
Meeting Travel (1 hr round trip)		1	1	1								2
Attend City Council Meeting		2										2
Meeting Travel (1 hr round trip)		1	1	1								2
Labor Subtotals	Hours	55,808	55,104	52,256								52
	Travel Count		13	8								8
	Salary		\$1,838	\$1,095								\$16,101

Direct Expenses Project: LBB - Perimeter Road Rehabilitation Project No: 44140.24 Current Fee: \$16,417
 Expenses included in lump sum fee. Not billed to client

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @		Men @	/Man-day	=	
Air Travel	Air Fare @		Men @	/Man	=	
Parking	Days @		/Day		=	
Car Rental	Days @		/Day		=	
Mileage	30 Miles @	\$0.700	@	4 Trips	=	\$84.00
						Subtotal \$84
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @	\$2.50	/Sht @		Sets =	
36" x 24"	Shts @	\$2.75	/Sht @		Sets =	
42" x 30	Shts @	\$3.25	/Sht @		Sets =	
Other	sf @	\$0.55	/sf @		Sets =	
Mounting Foam Board	Boards @	\$10.00	/ea @			
Printing:						
Set Up Fee	Originals @	\$0.15	/Sht @		Submittals =	
8-1/2" x 11" B&W	Originals @	\$0.09	/Sht @		Sets =	
8-1/2" x 11" Color	Originals @	\$0.55	/Sht @		Sets =	
11" x 17" B&W	201 Originals @	\$0.18	/Sht @		5 Sets =	\$180.90
11" x 17" Color	Originals @	\$1.05	/Sht @		Sets =	
Binding Cost	5 Sets @	\$2.00	/Set		=	\$10.00
Laminating	Shts @	\$2.00	/Sht		=	
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50	/each		=	
Scan Specs	Originals @	\$0.15	/Sht		=	
Scan Drawings	Originals @	\$1.50	/Sht		=	
						Subtotal \$191
623 Models/Renderings/Photos			Shots @	/Shot		
624 Telephone	Calls @		/Call			
625 Meals	Days @		Men @	/Man-day		
626 Field Supplies						
628 Postage	Mailings @		/Mailing	(Standard)		
628 Postage	Mailings @		/Mailing	(Overnight)		
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						\$275

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: January 27, 2025

Prepared By: Imad Zaoude / Tessa Hazlett
Principal: Mark Haberer
Project Manager: Tessa Hazlett

Project Name: LBB - Perimeter Road Rehabilitation
Project Number: 44140.24
Task/Discipline: 8SSD
Projected Start Date: _____

Fee (Revenue) Type: Lump Sum
Markup on Direct Expenses: 15.00%
Markup on Reimbursables: 15.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: _____
Direct Consultants: \$86,675
Direct Expenses: _____
Reimbursable Consultants: _____
Reimbursable Expenses: _____
Total Fee: \$92,477

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: _____
Directs: \$92,477
Subtotal: \$92,477
Reimbursables: _____
Total Fee: \$92,477

\$92,480

Direct Expenses Project: Project No: Task: Current Fee:
 Expenses included in lump sum fee. Not billed to client

Direct Consultant Costs	Amount
611 Structural Consultant	
612 Mech/Elec Consultant	
613 Environ/Civil Consultant	
614 Architectural Consultant	
615 Testing Consultant (Geotech, CMT, TAB, etc.)	REL \$38,675
616 Surveying Consultant	Parkhill \$48,000
617 Interior Design Consultant	
618 Other Consultant - Kitchen / Food Consultant	
618 Other Consultant - Acoustical Consultant	
618 Other Consultant - AV/ IT Consultant	
618 Other Consultant	

Total Direct Consultants \$86,675

Direct Expense Costs	
621 Travel	
Motel	Days @ Men @ /Man-day =
Air Travel	Air Fare @ Men @ /Man =
Parking	Days @ /Day =
Car Rental	Days @ /Day =
Mileage	Miles @ \$0.545 @ Trips =
	Subtotal

622 Reproductions	
Blackline Prints	
34" x 22"	Shts @ \$2.50 /Sht @ Sets =
36" x 24"	Shts @ \$2.75 /Sht @ Sets =
42" x 30	Shts @ \$3.25 /Sht @ Sets =
Other	sf @ \$0.55 /sf @ Sets =
Mounting Foam Board	Boards @ \$10.00 /ea @
Printing:	
Set Up Fee	Originals @ \$0.15 /Sht @ Submittals =
8-1/2" x 11" B&W	Originals @ \$0.09 /Sht @ Sets =
8-1/2" x 11" Color	Originals @ \$0.55 /Sht @ Sets =
11" x 17" B&W	Originals @ \$0.18 /Sht @ Sets =
11" x 17" Color	Originals @ \$1.05 /Sht @ Sets =
Binding Cost	Sets @ \$2.00 /Set =
Laminating	Shts @ \$2.00 /Sht =
Scan to file	
Burn to CD/DVD	CD/DVD @ \$13.50 /each =
Scan Specs	Originals @ \$0.15 /Sht =
Scan Drawings	Originals @ \$1.50 /Sht =
	Subtotal

623 Models/Renderings/Photos	Shots @ /Shot
624 Telephone	Calls @ /Call
625 Meals	Days @ Men @ /Man-day
626 Field Supplies	
628 Postage	Mailings @ /Mailing (Standard)
628 Postage	Mailings @ /Mailing (Overnight)
629 Publications	
630 Misc Reimbursable Exp	
632 Temporary Personnel	
634 Office Supplies	
635 CADD	
636 Field Equip Rental	
639 License & Regulation Fee	
643 NM Gross Receipt Tax	
647 Computer Supplies	

Total Direct Expenses



January 15, 2025

Tessa Hazlett, P.E.
Civil Project Manager
Parkhill
1001 South Harrison, Suite A
Amarillo, Texas 79101

**RE: Fee Proposal for Geotechnical Investigation – Revised
Lubbock Preston Smith International Airport (LBB) – Perimeter Road Reconstruction
Lubbock, Texas**

Dear Ms. Hazlett,

Enclosed is our revised fee proposal for the geotechnical investigation at Lubbock Preston Smith International Airport in Lubbock, Texas. The proposal includes a general description of the scope of services and a detailed cost estimate for the testing.

Scope of Services:

The scope of services for this project is based on information provided by the Client and our understanding of the project. The scope of services is included below:

1. REL will provide geotechnical drilling services; the client will select and mark the borehole's locations at the field. Hand-held GPS will be used to determine the coordinates of boring locations. The client or Client's representative will assist REL in providing information on existing utilities. Additionally, REL will contact One Call to aid in locating the utilities.
2. This proposal does not include Legal access to boring locations, a survey of boring locations, and clearing to access borings.
3. Six (8) boreholes to a depth of 5 feet will be drilled at the selected locations. Two (2) boreholes to a depth of 10 feet will be drilled at the selected locations. A core will be obtained from each boring location.
4. At each borehole, one (1) soil sample will be obtained every 2.5 feet of drilling or per type of material to determine material properties. The soil samples will be adequately sealed and protected from moisture evaporation. The borings will be properly backfilled after completion.
5. Eight (8) Dynamic Core Penetrometer (DCP) tests will be performed to determine the estimated strength of in-situ soils under existing field conditions.
6. The material field description, groundwater level at boring completion, and thickness of every soil stratum will be documented at the field.
7. Two (2) test pits will be performed at the locations provided by the Client to obtain HMAC, base, and subgrade samples.
8. REL will conduct a testing program on the soil samples to aid in the classification and evaluation of the engineering properties required for analysis.

13809 Turbine Drive, Austin, TX 78728
(512) 251-4454 Fax (512) 251-1380
E-mail: rodriguezlab@relcme.com
Registered Texas Engineering Firm F-1563



9. The collected soil samples obtained will be tested for the following properties:

Soil Samples from Borings/Subgrade

- 9.1 Moisture Content of Soil from boreholes (ASTM D2216), 23 each.
- 9.2 Atterberg Limits of Soils from boreholes (ASTM D4318), 23 each.
- 9.3 Sieve Analysis (ASTM D1140 & D6913) & Soil Classification (ASTM D2487), 23 each.
- 9.4 Moisture Density Relationship of Subgrade (ASTM D698), 3 each.
- 9.5 California Bearing Ratio (CBR) of Subgrade (ASTM D1883), 3 each.
- 9.6 Moisture Density Relationship with Lime of Subgrade (ASTM D698), 1 each.
- 9.7 California Bearing Ratio (CBR) with Lime of Subgrade (ASTM D3668-76), 1 each.
- 9.8 Atterberg Limits of Subgrade Soils at target % Lime (ASTM D4318), 1 each.
- 9.9 Water Soluble Sulfate Content of Subgrade from test pit (Tex-145-E), 3 each.
- 9.10 Lime Stabilization Effectiveness of Subgrade from test pit (Tex-121-E, Part III), 3 each.

Test Pits Existing Base (P-209 Requirements)

- 9.11 Moisture Density Relationship, Standard Proctor (ASTM D698) of Base, 1 each.
- 9.12 Moisture Content of Soil of Base (ASTM D2216) from test pit, 2 each.
- 9.13 Atterberg Limits of Soils of Base (ASTM D4318), from test pit, 2 each.
- 9.14 Sieve Analysis (ASTM C136/C117) & Classification (ASTM D2487) of Base, 2 each.
- 9.15 Water Soluble Sulfate Content of Base from test pit (Tex-145-E), 2 each.
- 9.16 Resistance to Degradation of Base from test pit (ASTM C131), 1 each.
- 9.17 Soundness of Aggregates of Base from test pit (ASTM C88), 1 each.
- 9.18 Crushed Face Particle Count of Base from test pit (ASTM D5821), 1 each.
- 9.19 Flat and Elongated Particle Count of Base from test pit (ASTM D4791), 1 each.
- 9.20 Sand Equivalent of Base from test pit (ASTM D2419), 1 each.
- 9.21 Clay Lumps and Friable Particles of Base from test pit (ASTM C142), 1 each.

Test Pits Existing Base (TxDOT Item 247 Flexible Base Requirements)

- 9.22 Sieve Analysis (Tex-110-E & Tex-111-E) of Base, 2 each.
- 9.23 Wet Ball Mill test of Base from test pit (Tex-116-E), 1 each.
- 9.24 Moisture Density Relationship Compaction Test (Tex-113-E), 1 each.
- 9.25 Texas Triaxial Compression Test (Tex-117-E, Part II), 1 each.
- 9.26 Deleterious Materials (Tex-413-A), 1 each.

Rap/Base Mix (Cement Treatment)

- 9.27 Moisture Density Relationship, Standard Proctor w/Cement (ASTM D558) Rap/Base, 1 each.
- 9.28 Compressive Strength of Cement Treated Base (ASTM D1633) Rap/Base Mix, 4 sets.

10. A geotechnical investigation report will include the following:

- 10.1 A summary of findings, including laboratory/field test results, Bore Location Information, Date Performed, Type of Exploration, Sample Identification Numbers, etc.
- 10.2 Map of boring locations based on hand-held GPS coordinates. Others should survey the borehole locations.
- 10.3 Bore logs include classification, relative depth of materials, material profile, and groundwater levels measured at each borehole completion.
- 10.4 Soil parameters based on laboratory/field test results of samples obtained to be used on the most current FAARFIELD computer program. The pavement section is not included.
- 10.5 Soil stabilization will be recommended if required by the existing subgrade.
- 10.6 This estimate does not include Potential vertical rise (PVR) values. If the client desires PVR values, deeper boring should be performed.



Based on the scope of services for this project, we propose handling this work for a revised estimated fee of \$38,675.35; a detailed fee proposal is attached. If the anticipated amount of work increases due to changes in the scope of services or unexpected field conditions, a supplemental fee proposal will be submitted for your approval. We estimate it will take approximately five weeks after receiving the soil/core samples to complete laboratory testing and a geotechnical report.

If you have any questions regarding the proposal, please do not hesitate to contact us. We look forward to working with you on this project.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Jose Melendez", is written over a circular stamp or seal.

Jose Melendez, P. E.



**Basis for Cost Estimate
Geotechnical Investigation
Lubbock Preston Smith International Airport (LBB)
Lubbock, Texas**

PROJECT NAME: Lubbock Preston Smith International Airport (LBB) - Perimeter Road Reconstruction

Services To Be Provided		Quantity	Unit	Rate	Subtotal
Project Coordination and Meetings					
Personnel Rates					
	Project Manager	10	Per hr	\$ 172.00	\$ 1,720.00
	Graduate Engineer	3	Per hr	\$ 106.00	\$ 318.00
	Senior Engineering Technician	3	Per hr	\$ 87.00	\$ 261.00
				Sub-total =	\$ 2,299.00
Drilling and Coring					
Drilling/Coring Crew Mobilization, Drilling & Coring					
	Drilling/Coring Crew Mobilization / Demobilization	1	Per ea	\$ 4,050.00	\$ 4,050.00
	Lodging, taxes included, 3 Technicians (3 days/ea)	9	Per Day	\$ 125.00	\$ 1,125.00
	Per Diem, 3 Technicians (3 days/ea)	9	Per Day	\$ 48.00	\$ 432.00
Soil Drilling & HMAC Coring					
	HMAC Core, Include Patching	7	Per ea	\$ 113.00	\$ 791.00
	Pavement Thickness by Direct Measurement	7	Per ea	\$ 19.00	\$ 133.00
	Soil Drilling (6 Borings @ 5 ft), Existing Pavement	30	Per ft	\$ 17.00	\$ 510.00
	Soil Drilling (2 Borings @ 10 ft), Existing Pavement	20	Per ft	\$ 17.00	\$ 340.00
	Senior Engineering Technician, Logger	8	Per hr	\$ 87.00	\$ 696.00
	Dynamic Core Penetrometer (DCP)	8	Per ea	\$ 146.00	\$ 1,168.00
	Backfill Bores	8	Per ea	\$ 28.00	\$ 224.00
	Subgrade CBR Bulk Sample (3 Normal & 1 Lime)	4	Per ea	\$ 225.00	\$ 900.00
Test Pits - Existing Pavement					
	Test Pit Excavation	2	Per ea	\$ 250.00	\$ 500.00
	Base Bulk Sample	2	Per ea	\$ 225.00	\$ 450.00
	Backfill Test Pit	4	Per ft	\$ 70.00	\$ 280.00
	Pavement Thickness by Direct Measurement	2	Per ea	\$ 19.00	\$ 38.00
				Sub-total =	\$ 11,637.00
Laboratory Testing					
Testing on Soil Samples from Borings					
	Moisture Content in Soil Materials (ASTM D2216)	20	Per ea	\$ 25.50	\$ 510.00
	Atterberg Limits (LL, PL and PI) (ASTM D4318)	20	Per ea	\$ 84.00	\$ 1,680.00
	Sieve Analysis of Soils (ASTM D6913)	20	Per ea	\$ 84.00	\$ 1,680.00
	Percent Passing No. 200 (ASTM D1140)	20	Per ea	\$ 47.00	\$ 940.00
	Laboratory Classification of Soils for Engineering Purposes (ASTM D2487)	20	Per ea	\$ 42.95	\$ 859.00
Testing on Subgrade Samples from Test Pit Bulk Samples, Existing Pavement					
	Moisture Density Relationship, Standard Proctor (ASTM D698)	3	Per ea	\$ 315.00	\$ 945.00
	California Bearing Ratio (CBR) Test (ASTM D1883)	3	Per ea	\$ 583.00	\$ 1,749.00
	Moisture Density Relationship with Lime, Standard Proctor (ASTM D698)	1	Per ea	\$ 315.00	\$ 315.00
	California Bearing Ratio (CBR) Test with Lime (ASTM D3668-78)	1	Per ea	\$ 583.00	\$ 583.00
	Moisture Content in Soil Materials (ASTM D2216)	3	Per ea	\$ 25.50	\$ 76.50
	Atterberg Limits (LL, PL and PI) (ASTM D4318), Natural Soil	3	Per ea	\$ 84.00	\$ 252.00
	Atterberg Limits (LL, PL and PI) (ASTM D4318), Dry Method at Target % Lime	1	Per ea	\$ 84.00	\$ 84.00
	Sieve Analysis of Soils (ASTM D6913)	3	Per ea	\$ 84.00	\$ 252.00
	Percent Passing No. 200 Sieve (ASTM D1140)	3	Per ea	\$ 47.00	\$ 141.00
	Laboratory Classification of Soils for Engineering Purposes (ASTM D2487)	3	Per ea	\$ 42.95	\$ 128.85
	Water Soluble Sulfate Content (Tex-145-E)	3	Per ea	\$ 117.50	\$ 352.50
	Lime Stabilization Effectiveness by pH (Tex-121-E, Part III)	3	Per ea	\$ 312.00	\$ 936.00
Testing on Existing Base Samples from Test Pits (P-209 Requirements)					
	Moisture Density Relationship, Standard Proctor (ASTM D698)	1	Per ea	\$ 315.00	\$ 315.00
	Moisture Content in Soil Materials (ASTM D2216)	2	Per ea	\$ 25.50	\$ 51.00
	Atterberg Limits (LL, PL, and PI) (ASTM D4318)	2	Per ea	\$ 84.00	\$ 168.00
	Sieve Analysis of Soils (ASTM C136)	2	Per ea	\$ 84.00	\$ 168.00
	Percent Passing No. 200 Sieve (ASTM C117)	2	Per ea	\$ 47.00	\$ 94.00
	Water Soluble Sulfate Content (Tex-145-E)	2	Per ea	\$ 117.50	\$ 235.00
	Resistance to Degradation by LA Abrasion (ASTM C131)	1	Per ea	\$ 311.50	\$ 311.50
	Soundness of Aggregates Using Magnesium Sulfate (ASTM C88)	1	Per ea	\$ 426.00	\$ 426.00
	Crushed Face Particle Count (ASTM D5821)	1	Per ea	\$ 92.00	\$ 92.00
	Flat and Elongated Particles (ASTM D4791)	1	Per ea	\$ 110.00	\$ 110.00
	Sand Equivalent (ASTM D2419)	1	Per ea	\$ 110.00	\$ 110.00
	Clay Lumps and Friable Particles (ASTM C142)	1	Per ea	\$ 79.50	\$ 79.50
Testing on Existing Base Samples from Test Pits (TxDOT Item 247 Flexible Base Requirements)					
	Sieve Analysis of Soils (Tex-110-E)	2	Per ea	\$ 84.00	\$ 168.00
	Percent Passing No. 200 Sieve (Tex-111-E)	2	Per ea	\$ 47.00	\$ 94.00
	Wet Ball Mill (Tex-118-E)	1	Per ea	\$ 260.00	\$ 260.00
	Moisture Density Relationship Compaction Test (Tex-113-E)	1	Per ea	\$ 315.00	\$ 315.00



**Basis for Cost Estimate
Geotechnical Investigation
Lubbock Preston Smith International Airport (LBB)
Lubbock, Texas**

PROJECT NAME: Lubbock Preston Smith International Airport (LBB) - Perimeter Road Reconstruction

Services To Be Provided	Quantity	Unit	Rate	Subtotal
Texas Triaxial Compression Test (Tex-117-E, Part II)	1	Per ea	\$ 1,550.00	\$ 1,550.00
Deleterious Material (Tex-413-A)	1	Per ea	\$ 79.50	\$ 79.50
Testing on Existing Base Blended w/RAP from Test Pits (Cement Treatment)				
Technician Time for Sample Preparation (Tex-101-E)	2	Per hr	\$ 70.00	\$ 140.00
Moisture Density Relationship, Standard Proctor w/Cement (ASTM D558)	1	Per ea	\$ 315.00	\$ 315.00
Compressive Strength of Cement Treated Base, 4 Sets of 3 (ASTM D1633)	4	Per ea	\$ 315.00	\$ 1,260.00
			Sub-total =	\$ 17,825.35
Geotechnical Analysis and Report				
Personnel Rates				
Geotechnical Engineer	20	Per hr	\$ 172.00	\$ 3,440.00
Engineer In Training	18	Per hr	\$ 106.00	\$ 1,908.00
Senior Engineering Technician	18	Per hr	\$ 87.00	\$ 1,566.00
			Sub-total =	\$ 6,914.00
TOTAL ESTIMATED FEE =				\$ 38,675.35

Notes:

*The above fee estimate is based on information provided by the Client. If the anticipated amount of work increases due to changes in scope of services of unexpected field conditions, a supplemental fee proposal will be submitted for your approval.

*A geotechnical report will be provided, including a summary of field/laboratory test results. Groundwater levels will be measured at the end of the borehole drilling. The above fee estimate does not include pavement section recommendations. Soil parameters to use on FAARFIELD computer program will be provided.

*The above estimate does not include recommendations for potential vertical rise (PVR); if PVR is needed, deeper borings and additional testing will be required to determine the PVR values.

*A map of boring locations with approximate coordinates based on hand-held GPS will be provided with the report. State plane coordinates and USGS ground surface elevations for each boring are not included in this proposal. Others should perform surveying of the boreholes. Boring locations will be marked by the Client.

December 23, 2024

Mr. Mark Haberer
Director of Aviation | Principal
Parkhill
4222 85th Street
Lubbock, TX 79407

RE: Proposal for Professional Services
Lubbock Preston-Smith Airport Perimeter Road
5401 N. Martin Luther King Blvd., Lubbock, TX 79403

Dear Mr. Haberer:

Parkhill is pleased to have the opportunity to provide this Proposal for Surveying Services for the referenced Project.

SCOPE OF SERVICES

Parkhill will perform a Topographic and Aerial Drone Survey of portions of the perimeter road located within the Operations Area of Lubbock-Preston Smith International Airport. The referenced Survey Areas are shown on the attached Vicinity Map.

Utilizing aerial drones, conventional surveying equipment and remote sensing LiDAR, we will first conduct a Topographic Survey of the entire perimeter road. We will coordinate with Lubbock Preston-Smith Airport Operations and the Federal Aviation Administration (FAA) to receive a permit to fly on airport property. This Survey will be tied to Texas State Plane Coordinates relative to the Primary and Secondary Airport Control Monuments previously used by the Parkhill Survey Sector for the last ten years. We will set aerial targets to facilitate the Drone Survey. The resulting product will include an ortho-rectified aerial image and a surface file of the perimeter road. This surface file will be of sufficient accuracy to accommodate roadway analysis and design. It is our understanding that this Survey will only be used by your Design Team for analysis of the existing paving and drainage.

We will expand the Road Survey to include those areas depicted in red on the attached exhibit labeled as S-24, S-25, S-26, S-28, S-20, S-30 and S-31. For this portion of the Survey, we will survey road profiles, ground measurements at a minimum of 10 feet on either side of the pavement limits, grade breaks, culverts, pull boxes, signs and any other visible physical elements within that Survey Area that may affect future road design or grading.

When possible, we will merge previously surveyed data into this final survey drawing. Our deliverables will include a Civil3D CAD model, a signed and sealed PDF, world-referenced aerial images, point files, surface files, and any other associated digital files required for design.

Services specifically excluded from our Scope of Services include, but are not limited to:

- Subsurface Utility Engineering (SUE).
- Property Boundary Surveys.
- Construction Staking.
- Utility depths or utility locates.

SCHEDULE

A tentative schedule for submitting out Work is as follows: Can be negotiated upon receipt of our Notice to Proceed. We anticipate utilizing Crews on Site for a minimum of two weeks to complete this Survey.

COMPENSATION

Our fee for the Scope of Services described above will be based on a lump sum amount of \$48,000.00 and will be billed on a percentage complete method.

If this Proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt of an executed Proposal, we will schedule and begin Work.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL

By 
Sam W. Wyatt, RPLS
Professional Surveyor | Principal

PARKHILL

Signature: _____

Name: _____

Title: _____

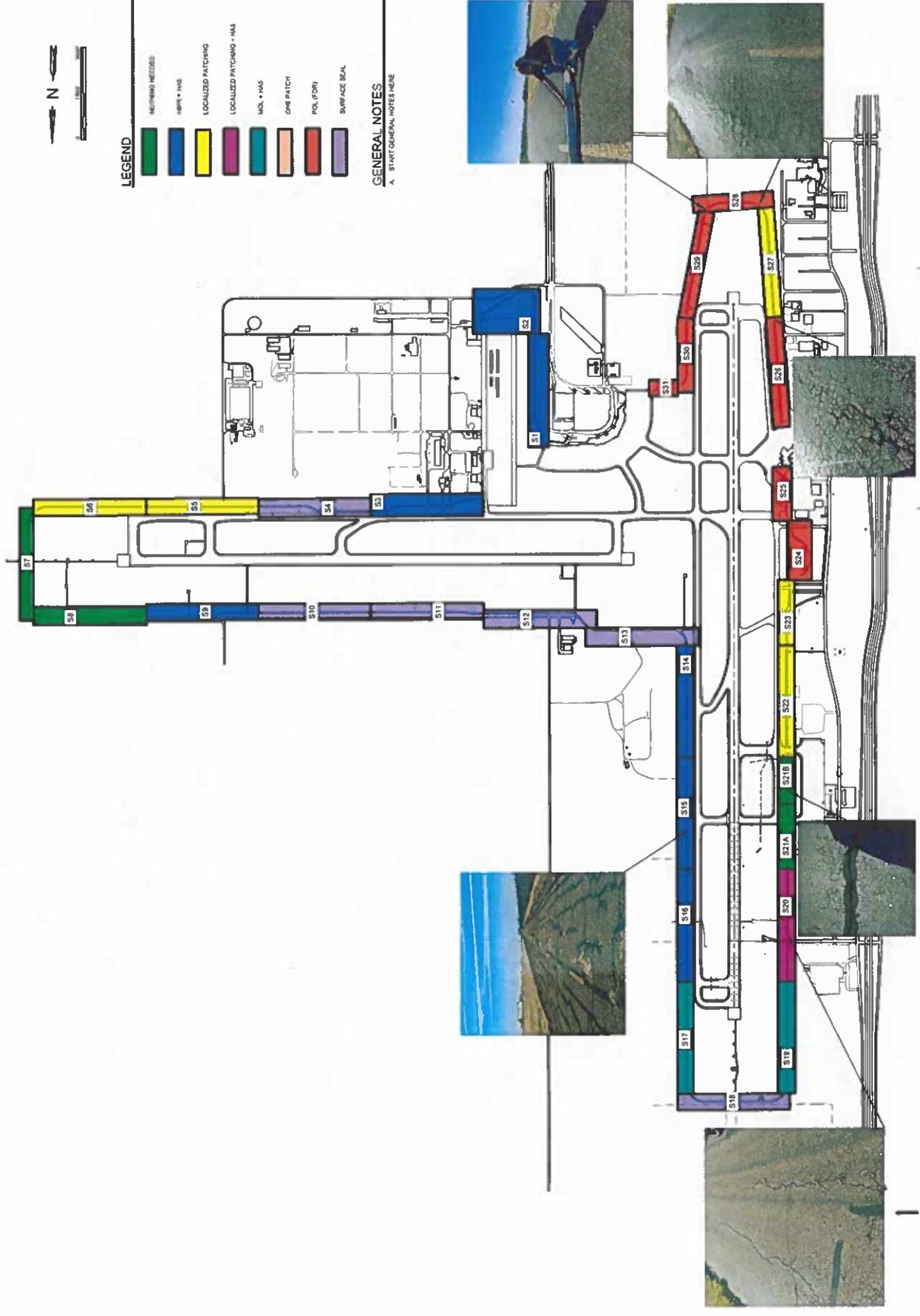
Date: _____

IN DUPLICATE

SWW/rmg

Enclosures: Vicinity Map

Survey Project Number:	44353.24	Architect or Civil Project Number:	
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LEGEND

[Green Box]	REPAIRS NEEDED
[Blue Box]	HPM • HVS
[Yellow Box]	LOCALIZED PATCHING
[Purple Box]	LOCALIZED PATCHING • HVS
[Teal Box]	MOL • HVS
[Orange Box]	ONE PATCH
[Red Box]	PCL (FOR)
[Dark Purple Box]	SURFACE SEAL

GENERAL NOTES
 A. START GENERAL NOTES HERE

Perimeter Road Reconstruction
 Ludlow Prepart Smith International Airport

Overview
 11.22.2024



City of Lubbock, TX
Capital Project
Project Cost Detail
January 27, 2025

Capital Project Number:	92887
Capital Project Name:	LBB Perimeter Road Rehabilitation

	<u>Budget</u>
<i>Encumbered/Expended</i>	
<i>Agenda Item January 27, 2025</i>	
Parkhill Amendment No.11 - Contract 15310	317,510
<i>Encumbered/Expended To Date</i>	<u>317,510</u>
<i>Estimated Costs for Remaining Appropriation</i>	<u>182,490</u>
<i>Remaining Appropriation</i>	<u>182,490</u>
Total Appropriation	<u>\$ 500,000</u>



AI# 13221

Regular City Council Meeting

02/11/2025:

5. 17.

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute an Amendment to a Lease Agreement, with United Parcel Service, Co., for certain real property located at Lubbock Preston Smith International Airport.

Item Summary

United Parcel Service, Co. (UPS) is requesting an increase to the area of the leased premises, to include apron space sufficient for the placement of a sea-land container for storage purposes. Approximately 10,289 additional square feet of land is requested. The land will be leased at the current rate of \$0.5253 per square foot.

The Amendment will increase revenue by approximately \$5,400 annually.

Airport staff and the Airport Advisory Board recommend this Amendment to the Lease Agreement with UPS, to increase the area of the leased premises, to include apron space sufficient for placement of a sea-land container for storage purposes at Lubbock Preston Smith International Airport.

Fiscal Impact

This Amendment will generate additional revenue of approximately \$5,400 annually.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - United Parcel Service, Co.
Amendment United Parcel Service, Co.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to a Lease Agreement by and between the City of Lubbock and United Parcel Service, Co. for certain real property located at Lubbock Preston Smith International Airport (LPSIA), and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

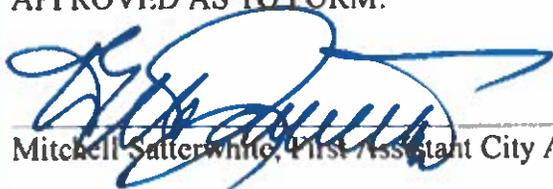
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Amend Lease-United Parcel Service, Co.
August 22, 2024

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

AMENDMENT TO LEASE

THIS AMENDMENT TO CERTIFICATED AIRLINE OPERATING AGREEMENT AND RAMP USE LEASE AGREEMENT, hereinafter referred to as the “Amendment” is entered into by the **CITY OF LUBBOCK** (referred to herein as “City” or “Lessor”), a Home Rule Municipality of Lubbock County, Texas, and **UNITED PARCEL SERVICE, CO.** (referred to herein as “Lessee”).

WITNESSETH:

WHEREAS, City and Lessee executed a Certificated Airline Operating Agreement and Ramp Use Lease (“Agreement”) on November 1, 2018, in which Lessee was granted the right to utilize certain real property located on the northwest side of Preston Smith International Airport (referred to herein as Airport); and

WHEREAS, Lessee desires to increase the area of the Leased Premises, as defined in the Agreement, to include apron space sufficient for the placement of a sea-land container for storage purposes;

WHEREAS, Lessee and City desire to amend the Agreement to increase the area of the Leased Premises, subject to the Lubbock Preston Smith Lease Rate and Policy currently in effect.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to the following:

I.

Exhibit B-1, as attached hereto, is appended to Exhibit “B” and incorporated into the Agreement as a depiction of the UPS Lease Boundaries, including the additional area of the Premises added hereby, and thus subject to the Agreement.

Exhibit B-2, as attached hereto, is appended to Exhibit "B" and incorporated into the Agreement as a depiction of the additional area of the Premises added hereby, and thus subject to the Agreement.

Exhibit B-3, as attached hereto, is appended to Exhibit "B" and incorporated into the Agreement as a more detailed description of the area of the Premises expanded hereby, and thus subject to the Agreement.

II.

Article Fifteen, General Conditions, is amended by adding a new Section 15.25 TEXAS GOVERNMENT CODE CHS. 2252/2253 CONTRACTOR BOND/NOTICE REQUIREMENTS to read as follows:

"15.25 TEXAS GOVERNMENT CODE CHS. 2252/2253 CONTRACTOR BOND/NOTICE REQUIREMENTS.

A. Lessee shall include in any contract for the construction, alteration, or repair of an improvement to the Premises ("Construction Activities"), a condition that the contractor performing said Construction Activities ("Contractor") execute and provide: 1) a payment bond that conforms to Subchapter I, Chapter 53, Texas Property Code; and 2) a performance bond, naming the Lessor as the sole obligee, in an amount equal to the amount of the contract, and further conditioned on the faithful performance of the Contractor's work in accordance with the plans, specifications, and contract documents (collectively the "Bonds").

B. Lessee shall provide Lessor written notice of any Construction Activities to the Premises at least ninety (90) days in advance of the commencement thereof. Notice shall include the following: 1) identification of the property where the work will be performed; 2) description of the work to be performed; 3) statement of the total cost of the work to be performed; 4) properly executed original copies of the Bonds required under Section A above; and 5) a written acknowledgment, in a form acceptable to Lessor and signed by the Contractor, stating that copies of the Bonds will be provided to all subcontractors not later than five (5) days after the date a subcontract is executed.

C. Notwithstanding any other provision in this Agreement, Lessee understands and agrees that Lessor retains the right, on or before the tenth (10th) day the notice required in Section B above is received, to notify Lessee that the Construction Activities

may not proceed. Lessor shall not be liable for any damages in connection with Lessee's activities that were undertaken prior to Lessor's exercise of this right."

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

EXECUTED this _____ day of _____, 2024.

CITY OF LUBBOCK

UNITED PARCEL SERVICE, CO.

BY: _____
MARK MCBRAYER, MAYOR

BY: Jim P. Fouts

ATTEST:

Courtney Paz, City Secretary

Title: DIRECTOR

Date: 1/28/2025

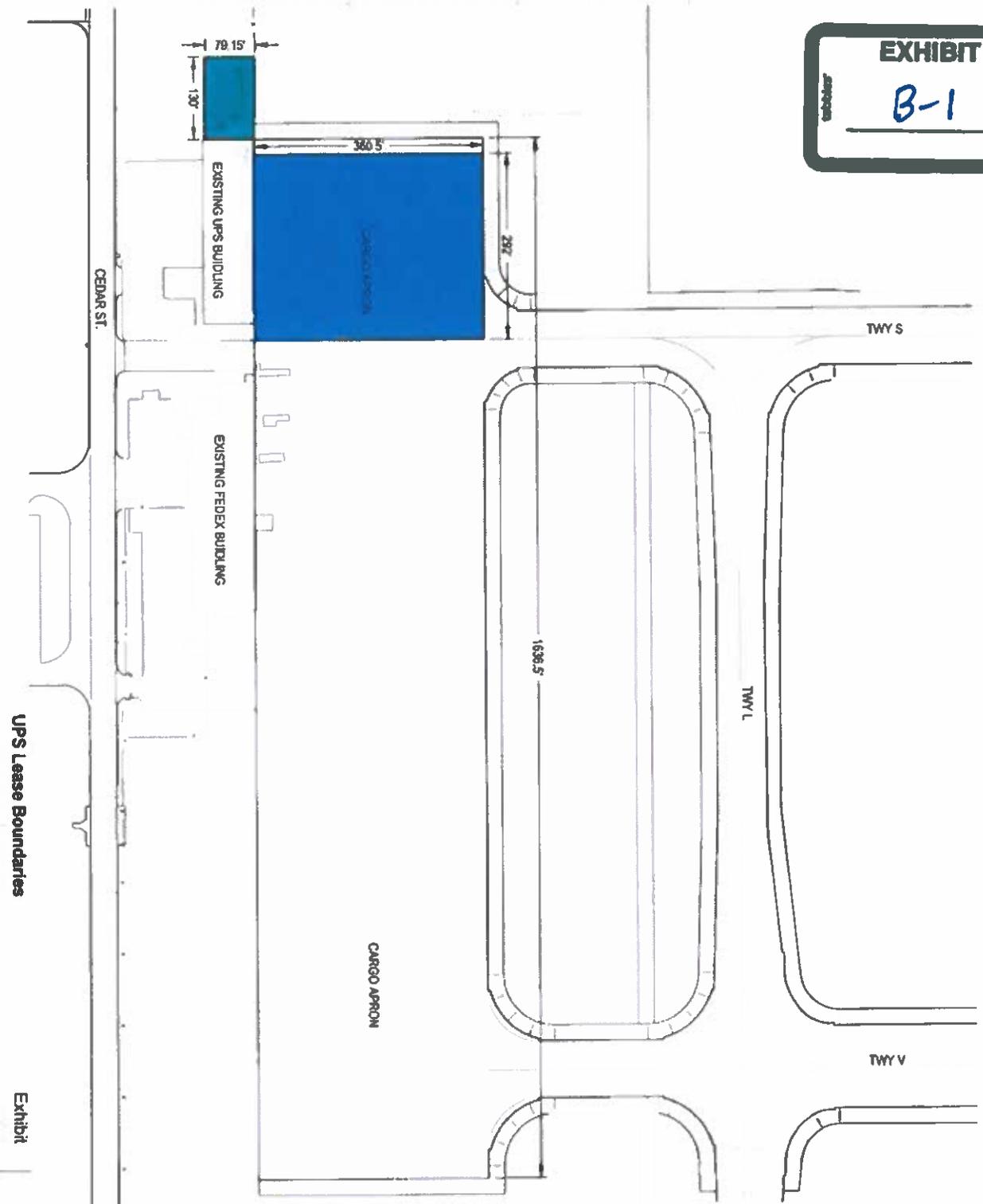
APPROVED AS TO CONTENT:

Kelly Campbell
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

Mitchell Satterwhite
Mitchell Satterwhite, First Assistant City Attorney

EXHIBIT
B-1



THIS DOCUMENT IS RELEASED ON 07/22/24 FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF MARK D. HABERER, P.E., TEXAS LICENSE #94867. IT IS NOT TO BE USED FOR REGULATORY APPROVAL, CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
PARKHILL, SMITH & COOPER, INC. F-580

LEGEND

-  UPS LEASE BOUNDARY 1
-  UPS LEASE BOUNDARY 2



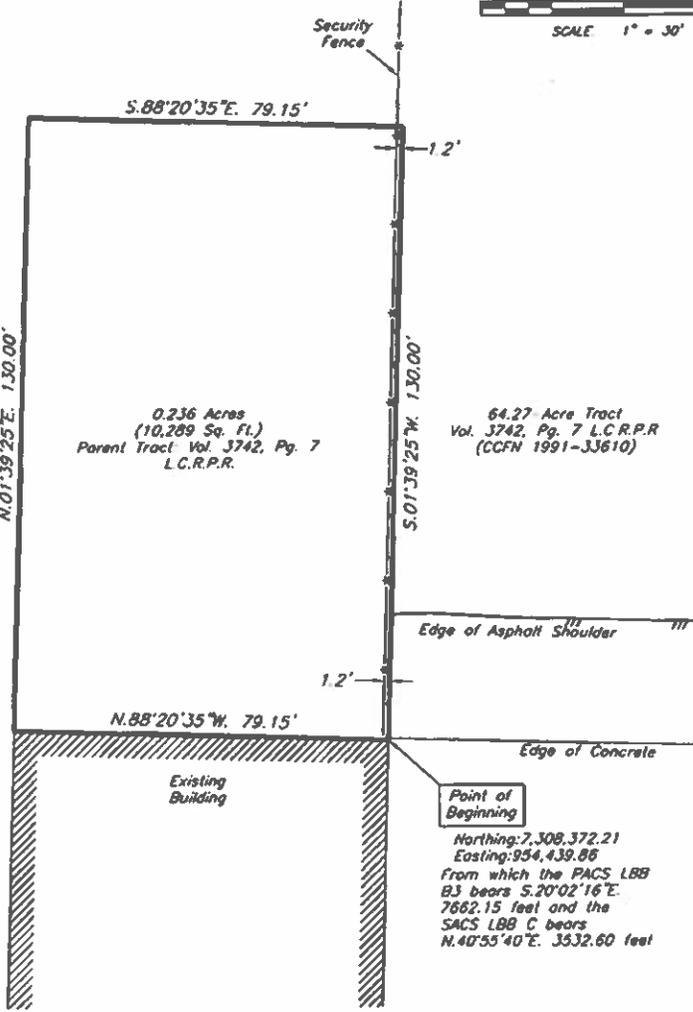
UPS Lease Boundaries

Exhibit



**A 0.236-ACRE LEASE TRACT IN
SECTION 32, BLOCK A,
G.C.&S.F. RR. CO. SURVEY
ABSTRACT NO. 684
LUBBOCK COUNTY, TEXAS**

PARENT TRACT: VOLUME 3742 PAGE 7 L.C.R.P.R.
LUBBOCK COUNTY, TEXAS



Legend:

———— Tract Limits Boundary Line

CCFN = County Clerk File Number

L.C.R.P.R. = Lubbock County Real Property Records

Surveyor's Report:

1. Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD83.
2. Distances reported hereon are at surface.
3. Areas reported hereon are based on calculations made at surface distances.
4. This survey was prepared without the benefit of a current title report/commitment. There may be easements, restrictions, and/or covenants affecting this property, not shown hereon.
5. This plot is invalid unless it bears the surveyor's original seal and signature.
6. This survey is intended for Lease Agreement purposes.
7. A metes and bounds description accompanies this plot.

This plot was prepared from an actual survey of the property and the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed: September 11-26, 2023
Signed: July 12, 2024



Franklin Leamons
Franklin Leamons
R.P.L.S. 6889

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194001

**A 0.236-ACRE LEASE TRACT IN
SECTION 32, BLOCK A
G.C.&S.F. RR. CO. SURVEY, ABSTRACT NO. 684
LUBBOCK COUNTY, TEXAS**

A 0.236-acre (10,289 square foot) lease tract in Section 32, Block A, G.C.&S.F. RR. Co. Survey, Abstract No. 684, Lubbock Preston-Smith International Airport, Lubbock County, Texas, being out of that certain 64.27-acre tract conveyed to the City of Lubbock described in a warranty deed recorded in Volume 3742, Page 7 (County Clerk File No. 1991-33610) of the Real Property Records of Lubbock County, Texas, said 0.236-acre tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on September 11-26, 2023:

BEGINNING at the northeast exterior corner of an existing building, for the southeast corner hereof, said beginning point having coordinates of **NORTHING: 7,308,372.21** and **Easting: 954,439.86**, Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983, and from which the Primary Airport Control Station (PACS) LBB B3 bears *South 20 degrees 02 minutes 16 seconds East* a distance of 7662.15 feet and the Secondary Airport Control Station (SACS) LBB C bears *North 40 degrees 55 minutes 40 seconds East* a distance of 3532.60 feet;

- (1) **THENCE** *North 88 degrees 20 minutes 35 seconds West* a distance of 79.15 feet along the north exterior wall of said building to the northwest exterior corner of said building, for the southwest corner hereof;
- (2) **THENCE** *North 01 degrees 39 minutes 25 seconds East* a distance of 130.00 feet to a point for the northwest corner hereof;
- (3) **THENCE** *South 88 degrees 20 minutes 35 seconds East* a distance of 79.15 feet to a point for the northeast corner hereof;
- (4) **THENCE** *South 01 degrees 39 minutes 25 seconds West* a distance of 130.00 feet to the **POINT OF BEGINNING** containing 0.236 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances reported hereon are at surface. Areas reported hereon are based on calculations made from surface distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

Surveyed by



Franklin Leamons
Registered Professional Land Surveyor #6889
Date: July 12, 2024





AI# 13192

Regular City Council Meeting

02/11/2025:

5. 18.

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Beard Family Enterprises, LLC, dba Shift Automotive Group, located at 1111 19th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Shift Automotive Group is renovating their property at 1111 19th 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 repair and reconstruction of the brick facade, new covered entry, new windows, doors, and parking lot repairs.

The cost of the project is estimated to be \$63,231, and the requested grant amount is \$31,250. The Market Lubbock, Inc. Board of Directors approved this amount at their January 22, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$63,231, with \$31,250 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 Beard Family Enterprises, LLC, dba Shift Automotive Group, 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
BEARD FAMILY ENTERPRISES, LLC dba SHIFT AUTOMOTIVE GROUP 1111 19TH STREET
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, January 22, 2025, 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 Beard Family Enterprises, dba Shift Automotive that is renovating their property at 1111 19th Street, which is located in the Downtown TIF as designated by the City of Lubbock.

The scope of façade work will include the repair and reconstruction of the previous brick façade, a new covered entry, new windows and doors, and parking lot repairs and will total \$63,231 in façade expenses. Permittable work will include the construction of a new shop space, removal and replacement of interior walls, bathroom renovations, plumbing, and a new HVAC system totaling \$2,123,673 in permittable expenses for a total renovation cost of \$2,186,904.

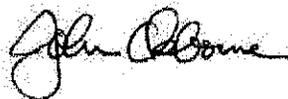
The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Beard Family Enterprises LLC, dba Shift Automotive Group, a Downtown Façade Grant totaling \$31,250 and a Downtown Permittable Grant of \$125,000 at 1111 19th Street, once proof of payment has been submitted.

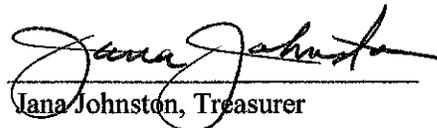
WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and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

Upon Motion by Director, Dr. Lori Rice-Spearman , and Seconded by Director, Mr. Jordan Wheatley,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with the Beard Family Enterprises LLC, dba Shift Automotive Group, 1111 19th 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



Jana Johnston, Treasurer

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1111 19th St.

(Beard Family Enterprises, LLC, dba Shift Automotive Group)

TOTAL SCOPE OF WORK = \$2,186,904

TOTAL GRANTS = \$156,250 *(125% of \$125,000 baseline)*

TOTAL FAÇADE SCOPE OF WORK = \$63,231

FAÇADE GRANT = \$31,250 *(125% of \$25,000 baseline)*

TOTAL PERMITTABLE SCOPE OF WORK = \$2,123,673

PERMITTABLE GRANT = \$125,000 *(125% of \$100,000 baseline)*

BASED ON THE POINTS MATRIX PROGRAM



**Downtown Grant Program
Presented to MLI Board
January 22, 2025**

Project 1111 19th St. (Façade & Permittable)

The Beard Family Enterprises, LLC, dba Shift Automotive Group at 1111 19th St., is making improvements to both the interior and exterior of their property, located in the Downtown TIF.

Derek and Elizabeth Beard are lifelong residents of Lubbock and building a business here has been a dream come true for them. Derek is an absolute car enthusiast, so a car dealership only made sense. He opened Shift Automotive Group in 2017 at the current location, 5610 58th St. Despite challenges, Derek has been able to grow the business every year since opening. In 2022, Shift was growing out of its current location. Derek decided rather than moving, he would keep the 58th St. store and expand with a second location in the downtown area. The goal for the 19th Street store is to carry a slightly higher end product. Shift plans to hire 2 managers, 6-8 salespeople, 2 admin staff, and 2 detail/porters. Derek and Elizabeth are so proud of what Lubbock is doing downtown and are excited to be a part of its revitalization!

The scope of façade work will include the repair and reconstruction of the previous brick façade, a new covered entry, new windows and doors and parking lot repairs. The permittable scope of work will include the construction of a new shop space, removal and replacement of interior walls, bathroom renovations, plumbing and new fixtures and new HVAC system. Total expenses of \$2,186,904.

The Points Matrix Worksheet total equaled 135 points, equating to 125% of the baseline grant amount.

The MLI Board is being asked to consider a Downtown Façade Grant for the Shift Automotive Group totaling \$31,250 and a Downtown Permittable Grant of \$125,000 at 1111 19th St.



Downtown Grant Program - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted

Projected Project Start Date

Project Property Address

Property LCAD R#

<i>MLI Use Only:</i>	
<i>Ownership address within Lubbock County</i>	<input checked="" type="checkbox"/>
<i>Property owned or leased less than 18 months</i>	<input checked="" type="checkbox"/>
<i>*No delinquent property taxes</i>	<input checked="" type="checkbox"/>

GENERAL INFORMATION

Company Name
 Street Address
 City, State, Zip

Contact
 Title
 Phone
 Email

INFORMATION ABOUT THE PROJECT

Grant Type: Permittable Façade Both

Project Summary Scope

The new location for Shift Automotive Group will require extensive renovations to the previous Reagor Dikes financial building for the primary office space and shop, and demolition of the previous Reagor Dikes detail shop to allow adequate parking space. Re-zone the property lines to include all lots as one was completed. Renovations to the primary building include repair and reconstruction of the previous brick facade, addition of covered entry, new windows and doors, and construction of a new shop space with two large garage doors to accommodate vehicle detailing and repairs. Interior renovations include removal and replacement of all interior walls, all new public and private plumbing and fixtures, new HVAC, and new water heater.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
FAÇADE		
Façade	\$63,231	\$25,000
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
FAÇADE TOTAL	\$63,231	\$25,000
PERMITTABLE		
Permittable	\$2,123,673	\$100,000
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
PERMITTABLE TOTAL	\$2,123,673	\$100,000
GRAND TOTAL	\$2,186,904	\$125,000

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

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
Derek Beard	100%		

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

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

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

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

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

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

PROPERTY OWNERSHIP

*Does the grant applicant own the property? Yes
 *If no, does the applicant have written owner approval of the scope of work? N/A

DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATION

- Copies of City permits, if applicable (obtained after initial grant app)
- 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)

POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)

CURRENT PRIMARY USE (sf) (Choose One)

- Parking Lot Surface
- Parking Garage: Private
- Parking Garage: Public
- Storage/Vacant
- Operating Business: Non-Profit
- Operating Business: For-Profit
- Residential: Market Rate
- Residential: Affordable

FUTURE PRIMARY USE (sf) (Choose One)

- Parking Lot Surface
- Parking Garage: Private
- Parking Garage: Public
- Storage/Vacant
- Operating Business: Non-Profit
- Operating Business: For-Profit
- Residential: Market Rate
- Residential: Affordable

CURRENT SECONDARY USE (sf) (Choose One)

- Not Applicable
- Parking Lot Surface
- Parking Garage: Private
- Parking Garage: Public
- Storage/Vacant
- Operating Business: Non-Profit
- Operating Business: For-Profit
- Residential: Market Rate
- Residential: Affordable

FUTURE SECONDARY USE (sf) (Choose One)

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- Parking Lot Surface
- Parking Garage: Private
- Parking Garage: Public
- Storage/Vacant
- Operating Business: Non-Profit
- Operating Business: For-Profit
- Residential: Market Rate
- Residential: Affordable

CAPITAL EXPENDITURES (Choose One)

- Less than \$100,000
- \$100,000 to \$249,999
- \$250,000 to \$499,999
- \$500,000 to \$999,999
- \$1,000,000 to \$2,499,999
- \$2,500,000 to \$4,999,999
- \$5,000,000 or more

NEW FTE JOBS TO DOWNTOWN (Choose One)

- None
- 1 - 4 FTE Jobs
- 5 - 9 FTE Jobs
- 10 or more FTE Jobs

ADDITIONAL APPLICANT RESPONSIBILITIES

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, Business Development Director, City of Lubbock, 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?

Items Required at Successful 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): Initial application received 8/18/22

Date: _____

Points Matrix - Percent Calculation (1111 19th St.)

Shift Automotive Group

Property Ownership	For Profit	Non-Profit	Pts			
Existing owner (>18 mos)	15	0	5	0	Has owned the property longer than 18 months.	
New owner (≤18 mos)	25	25	10	0	25	New owner wanting to make immediate improvements.
Local (primary address County of Lubbock)	25	25	10	0	25	Majority owner's primary residence is located in Lubbock County.
Nonlocal (primary address outside County of Lubbock)	15	0	5	0	0	Majority owner's primary residence is located outside Lubbock County.
50						

Property Primary Use (sf)

Choose 1

Future (Choose 1)

Current:	Storage or Vacant	Operating Biz: NonProfit	Operating Biz: Commercial	Operating Biz: Headquarters	Residential: Market Rate	Residential: Affordable	Pts							
Parking lot	0	0	20	0	50	0	50	0	0	0				
Storage/vacant	0	0	30	0	40	40	40	0	35	0	20	0	0	40
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0	0
40														

Property Secondary Use (sf)

Choose 1

Future (Choose 1)

Current:	Storage or Vacant	Operating Biz: NonProfit	Operating Biz: Commercial	Operating Biz: Headquarters	Residential: Market Rate	Residential: Affordable	Pts						
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
0													

Parking

Future:

Current:	Parking Lot: Surface	Parking Garage: Private	Parking Garage: Public	Points			
Parking lot: Surface	5	5	30	0	50	0	5
Parking garage: Private	0	0	10	0	30	0	0
Parking garage: Public	0	0	5	0	10	0	0
5							

Capital Expenditures

<\$100,000 (0 Points)	0	Total Points: <50 Not eligible 50 to 74 50% of your project 75 to 99 75% of your project 100 to 124 100% of your project 125 to 149 125% of your project 150 or more 150% of your project	GRAND TOTAL 135
\$100,000 - \$249,999 (3 Points)	0		
\$250,000 - \$499,999 (6 Points)	0		
\$500,000 - \$999,999 (10 Points)	0		
\$1,000,000 - \$2,499,999 (20 Points)	20		
\$2,500,000 - \$4,999,999 (35 Points)	0		
\$5,000,000 or more (50 Points)	0		
Cap Ex. Points	20		

Grant Payout Percentage

FTE Jobs New to Downtown	FAÇADE	PERMITTABLE	TOTAL
None (0 Points)	0	50% \$12,500	50% \$62,500
1 - 4 Jobs (5 Points)	0	75% \$18,750	75% \$93,750
5 - 9 Jobs (10 Points)	0	100% \$25,000	100% \$125,000
10 or more Jobs (20 Points)	20	125% \$31,250	125% \$156,250
New Jobs Points	20	150% \$37,500	150% \$187,500

1111 19th St. – Before Pictures



Shift Automotive - 1111 19th - Remodel to existing building

GC Bid Comparison

Becknal

Oprex

Division 01 — General Requirement	\$ 93,530.00	\$ 331,949.55	Division 01 - General Requirements
Division 02 — Site Works	\$ 107,350.00	\$ 22,033.00	Division 02 - Existing Conditions
Division 03 — Concrete	\$ 42,268.00	\$ 55,782.13	Division 03 - Concrete
Division 04 — Masonry	\$ 85,409.00	\$ 23,909.00	Division 04 - Masonry
Division 05 — Metals	\$ 200,920.00	\$ 162,025.00	Division 05 - Metals
Division 06 — Wood and Plastics	\$ 18,800.00	\$ 149,787.53	Division 06 - Wood, Plastics, Composites
Division 07 — Thermal and Moisture Protection	\$ 168,400.00	\$ 614,019.63	Division 07 - Thermal and Moisture Protection
Division 08 — Doors and Windows	\$ 92,021.00	\$ 99,841.85	Division 08 - Openings
Division 09 — Finishes	\$ 408,338.65	\$ 229,727.46	Division 09 - Finishes
Division 10 — Specialties	\$ 10,750.00	\$ 68,335.12	Division 10 - Specialties
Division 11 — Equipment	\$ 20,000.00	\$ 20,000.00	Division 11 - Equipment
Division 12 — Furnishings	\$ -	\$ 18,780.00	Division 12 - Furnishings
Division 13 — Special Construction	\$ -	\$ -	Division 13 - Special Construction
Division 14 — Conveying Systems	\$ -	\$ -	Division 14 - Conveying Equipment
		\$ -	Division 21 - Fire Suppression
Division 15 — Mechanical/Plumbing	\$ 182,124.00	\$ 34,900.00	Division 22 - Plumbing
		\$ 127,900.00	Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)
		\$ -	Division 25 - Integrated Automation
Division 16 — Electrical	\$ 296,975.00	\$ 114,900.00	Division 26 - Electrical
		\$ -	Division 27 - Communications
		\$ -	Division 28 - Electronic Safety and Security
		\$ 15,000.00	Division 31 - Earthwork
		\$ 63,231.31	Division 32 - Exterior Improvements
		\$ 18,000.00	Division 33 - Utilities
Contingency Allowance: 4.94%	\$ 85,344.42	\$ -	0% Contingency Allowance:

TOTAL COGS:	\$ 1,812,230.07	\$ 2,170,121.58	TOTAL COGS:
GC OVERHEAD & PROFIT: 11.48%	\$ 208,004.14	\$ 217,012.16	10% GC OVERHEAD & PROFIT:
(8.25%) SALES TAX:	\$ 166,669.32	\$ 196,938.53	SALES TAX: (8.25%)

TOTAL COST: \$ 2,186,903.53 \$ 2,584,072.27 TOTAL COST:

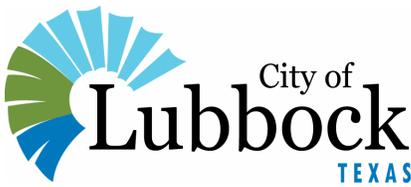
<u>CONSTRUCTION DAYS:</u>	230	270
<u>ADDENDA ACKNOWLEDGED:</u>	4 of 4	2 of 4
<u>EXCLUSIONS:</u>	None noted	See list

CONSTRUCTION DAYS:
ADDENDA ACKNOWLEDGED:
EXCLUSIONS:
Any work not listed in construction documents
TAS Review or Inspections
Impact Fees or Permitting
Architectural, Engineering, or Special Inspection Fees
Furnishing or Installation of any Furniture, Fixtures, or Equipment
Costs associated with professional errors by the design team
Assessment or removal of asbestos and other hazardous materials
Warranties for work that is not in General Contractors Scope
Demolition of maintenance building.
Furnishing or installing furniture, fixtures, or equipment.
Putting greens on rooftop patio.
Canopy over existing exterior door.
Fencing or resurfacing of paving not shown.
Fire sprinkler, fire alarm, or communications cabling.

<u>SUGGESTED COST SAVING MEASURES:</u>	See list	None noted
Replace polycarb roof system w/2x6 T&G and TPO roof	-\$24,875.00	
VE Lighting package	-\$12,000.00	
Replace Dekton tiles with cement based stucco	-\$26,350.00	
Replace Terrazzo floor with epoxy application	-\$36,550.00	
Remove putting green and stair	-\$50,000.00	
TOTAL:	-\$149,775.00	\$0.00

SUGGESTED COST SAVING MEASURES:

TOTAL:



CITY OF LUBBOCK

PERMIT RECEIPT

APN: 104500000100003000
 DATE ISSUED: 21-Nov-2023
 PERMIT: COMM-173977-2023
 SCOPE: Commercial Building Alterations
 SITE ADDRESS: 1111 19Th St
 SUBDIVISION: BOYD I A SUB (SOUTHSI
 CITY: LUBBOCK

PARCEL OWNER: BEARD FAMILY HOLDIN
 ADDRESS: 3013 24TH ST
 CITY/STATE/ZIP: LUBBOCK, TX 79410

<u>Contact</u>	<u>Company</u>	<u>Role</u>	<u>Billing Contact</u>
MIKE BECKNAL	MIKE BECKNALL & CO	Contractor	Yes

<u>Date</u>	<u>Fee Name</u>	<u>Fee Notes</u>	<u>Paid To Date</u>	<u>Balance Due</u>
17-Nov-2023	Comm - New Additions to Floor Area	per sq. ft. of gross under roof	\$641.12	\$0.00
19-Sep-2023	Comm - Alteration/Remodeling		\$3,474.00	\$0.00
19-Sep-2023	Building Permit Plan Review Fee	25% of Permit Fees	\$984.38	\$0.00
			Total	\$0.00

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Payment Note</u>	<u>Transaction Type</u>	<u>Billing Contact</u>	<u>Payment Amount</u>
TRC-218977-19-09-2023	09/19/2023	aCSS Web Payment	03598G	Fee Payment	Sara Bradshaw	\$984.38
		Fee Name		CREDIT ACCOUNT	DEBIT ACCOUNT	AMOUNT PAID
		Building Permit Plan Review Fee		100.6222	100.1579	\$984.38

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Payment Note</u>	<u>Transaction Type</u>	<u>Billing Contact</u>	<u>Payment Amount</u>
TRC-224468-21-11-2023	11/21/2023	American Express (Wells Fargo)	Paid via Cashiering. Payment(s) #40360. BECKNAL, MIKE (MIKE BECKNALL & CO)	Fee Payment	MIKE BECKNAL	\$4,115.12
		Fee Name		CREDIT ACCOUNT	DEBIT ACCOUNT	AMOUNT PAID
		Comm - Alteration/Remodeling		100.6222	100.1548	\$3,474.00
		Comm - New Additions to Floor Area		100.6222	100.1548	\$641.12



AI# 13193

Regular City Council Meeting

02/11/2025:

5. 19.

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Beard Family Enterprises, LLC, dba Shift Automotive Group, located at 1111 19th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Shift Automotive Group is renovating their property at 1111 19th 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 construction of a new shop space, removal and replacement of interior walls, bathroom renovations, new plumbing fixtures, and a new HVAC system.

The cost of the project is estimated to be \$2,123,673, and the requested grant amount is \$125,000. The Market Lubbock, Inc. Board of Directors approved this amount at their January 22, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$2,123,673, with \$125,000 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 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 Beard Family Enterprises, L.L.C, dba Shift Automotive Group 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:

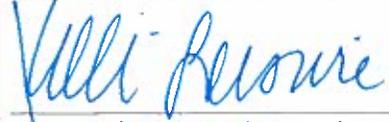
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING
BEARD FAMILY ENTERPRISES, LLC dba SHIFT AUTOMOTIVE GROUP 1111 19TH STREET
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, January 22, 2025, 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 Beard Family Enterprises, dba Shift Automotive that is renovating their property at 1111 19th Street, which is located in the Downtown TIF as designated by the City of Lubbock.

The scope of façade work will include the repair and reconstruction of the previous brick façade, a new covered entry, new windows and doors, and parking lot repairs and will total \$63,231 in façade expenses. Permittable work will include the construction of a new shop space, removal and replacement of interior walls, bathroom renovations, plumbing, and a new HVAC system totaling \$2,123,673 in permittable expenses for a total renovation cost of \$2,186,904.

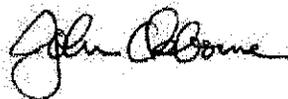
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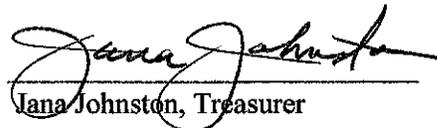
WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and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

Upon Motion by Director, Dr. Lori Rice-Spearman , and Seconded by Director, Mr. Jordan Wheatley,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with the Beard Family Enterprises LLC, dba Shift Automotive Group, 1111 19th 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



Jana Johnston, Treasurer

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1111 19th St.

(Beard Family Enterprises, LLC, dba Shift Automotive Group)

TOTAL SCOPE OF WORK = \$2,186,904

TOTAL GRANTS = \$156,250 *(125% of \$125,000 baseline)*

TOTAL FAÇADE SCOPE OF WORK = \$63,231

FAÇADE GRANT = \$31,250 *(125% of \$25,000 baseline)*

TOTAL PERMITTABLE SCOPE OF WORK = \$2,123,673

PERMITTABLE GRANT = \$125,000 *(125% of \$100,000 baseline)*

BASED ON THE POINTS MATRIX PROGRAM



**Downtown Grant Program
Presented to MLI Board
January 22, 2025**

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The Beard Family Enterprises, LLC, dba Shift Automotive Group at 1111 19th St., is making improvements to both the interior and exterior of their property, located in the Downtown TIF.

Derek and Elizabeth Beard are lifelong residents of Lubbock and building a business here has been a dream come true for them. Derek is an absolute car enthusiast, so a car dealership only made sense. He opened Shift Automotive Group in 2017 at the current location, 5610 58th St. Despite challenges, Derek has been able to grow the business every year since opening. In 2022, Shift was growing out of its current location. Derek decided rather than moving, he would keep the 58th St. store and expand with a second location in the downtown area. The goal for the 19th Street store is to carry a slightly higher end product. Shift plans to hire 2 managers, 6-8 salespeople, 2 admin staff, and 2 detail/porters. Derek and Elizabeth are so proud of what Lubbock is doing downtown and are excited to be a part of its revitalization!

The scope of façade work will include the repair and reconstruction of the previous brick façade, a new covered entry, new windows and doors and parking lot repairs. The permittable scope of work will include the construction of a new shop space, removal and replacement of interior walls, bathroom renovations, plumbing and new fixtures and new HVAC system. Total expenses of \$2,186,904.

The Points Matrix Worksheet total equaled 135 points, equating to 125% of the baseline grant amount.

The MLI Board is being asked to consider a Downtown Façade Grant for the Shift Automotive Group totaling \$31,250 and a Downtown Permittable Grant of \$125,000 at 1111 19th St.



Downtown Grant Program - Application

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

MLI CONTACT INFORMATION

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

Date Initial Application Submitted

Projected Project Start Date

Project Property Address

Property LCAD R#

<i>MLI Use Only:</i>	
<i>Ownership address within Lubbock County</i>	<input checked="" type="checkbox"/>
<i>Property owned or leased less than 18 months</i>	<input checked="" type="checkbox"/>
<i>*No delinquent property taxes</i>	<input checked="" type="checkbox"/>

GENERAL INFORMATION

Company Name
 Street Address
 City, State, Zip

Contact
 Title
 Phone
 Email

INFORMATION ABOUT THE PROJECT

Grant Type: Permittable Façade Both

Project Summary Scope

The new location for Shift Automotive Group will require extensive renovations to the previous Reagor Dikes financial building for the primary office space and shop, and demolition of the previous Reagor Dikes detail shop to allow adequate parking space. Re-zone the property lines to include all lots as one was completed. Renovations to the primary building include repair and reconstruction of the previous brick façade, addition of covered entry, new windows and doors, and construction of a new shop space with two large garage doors to accommodate vehicle detailing and repairs. Interior renovations include removal and replacement of all interior walls, all new public and private plumbing and fixtures, new HVAC, and new water heater.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
FAÇADE		
Façade	\$63,231	\$25,000
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
FAÇADE TOTAL	\$63,231	\$25,000
PERMITTABLE		
Permittable	\$2,123,673	\$100,000
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
PERMITTABLE TOTAL	\$2,123,673	\$100,000
GRAND TOTAL	\$2,186,904	\$125,000

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

COMPANY BACKGROUND

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

Name	Percent	Name	Percent
Derek Beard	100%		

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

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

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

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

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

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

PROPERTY OWNERSHIP

*Does the grant applicant own the property? Yes
 *If no, does the applicant have written owner approval of the scope of work? N/A

DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATION

- Copies of City permits, if applicable (obtained after initial grant app)
- 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)

POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)

CURRENT PRIMARY USE (sf) (Choose One)

- Parking Lot Surface
- Parking Garage: Private
- Parking Garage: Public
- Storage/Vacant
- Operating Business: Non-Profit
- Operating Business: For-Profit
- Residential: Market Rate
- Residential: Affordable

FUTURE PRIMARY USE (sf) (Choose One)

- Parking Lot Surface
- Parking Garage: Private
- Parking Garage: Public
- Storage/Vacant
- Operating Business: Non-Profit
- Operating Business: For-Profit
- Residential: Market Rate
- Residential: Affordable

CURRENT SECONDARY USE (sf) (Choose One)

- Not Applicable
- Parking Lot Surface
- Parking Garage: Private
- Parking Garage: Public
- Storage/Vacant
- Operating Business: Non-Profit
- Operating Business: For-Profit
- Residential: Market Rate
- Residential: Affordable

FUTURE SECONDARY USE (sf) (Choose One)

- Not Applicable
- Parking Lot Surface
- Parking Garage: Private
- Parking Garage: Public
- Storage/Vacant
- Operating Business: Non-Profit
- Operating Business: For-Profit
- Residential: Market Rate
- Residential: Affordable

CAPITAL EXPENDITURES (Choose One)

- Less than \$100,000
- \$100,000 to \$249,999
- \$250,000 to \$499,999
- \$500,000 to \$999,999
- \$1,000,000 to \$2,499,999
- \$2,500,000 to \$4,999,999
- \$5,000,000 or more

NEW FTE JOBS TO DOWNTOWN (Choose One)

- None
- 1 - 4 FTE Jobs
- 5 - 9 FTE Jobs
- 10 or more FTE Jobs

ADDITIONAL APPLICANT RESPONSIBILITIES

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, Business Development Director, City of Lubbock, 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?

Items Required at Successful 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): Initial application received 8/18/22

Date: _____

Points Matrix - Percent Calculation (1111 19th St.)

Shift Automotive Group

Property Ownership	For Profit	Non-Profit	Pts			
Existing owner (>18 mos)	15	0	5	0	Has owned the property longer than 18 months.	
New owner (≤18 mos)	25	25	10	0	25	New owner wanting to make immediate improvements.
Local (primary address County of Lubbock)	25	25	10	0	25	Majority owner's primary residence is located in Lubbock County.
Nonlocal (primary address outside County of Lubbock)	15	0	5	0	0	Majority owner's primary residence is located outside Lubbock County.
50						

Property Primary Use (sf)

Choose 1

Future (Choose 1)

Current:	Storage or Vacant	Operating Biz: NonProfit	Operating Biz: Commercial	Operating Biz: Headquarters	Residential: Market Rate	Residential: Affordable	Pts							
Parking lot	0	0	20	0	50	0	50	0	0	0				
Storage/vacant	0	0	30	0	40	40	40	0	35	0	20	0	0	40
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0	0
40														

Property Secondary Use (sf)

Choose 1

Future (Choose 1)

Current:	Storage or Vacant	Operating Biz: NonProfit	Operating Biz: Commercial	Operating Biz: Headquarters	Residential: Market Rate	Residential: Affordable	Pts						
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
0													

Parking

Future:

Current:	Parking Lot: Surface	Parking Garage: Private	Parking Garage: Public	Points			
Parking lot: Surface	5	5	30	0	50	0	5
Parking garage: Private	0	0	10	0	30	0	0
Parking garage: Public	0	0	5	0	10	0	0
5							

Capital Expenditures

<\$100,000 (0 Points)	0	Total Points: <50 Not eligible 50 to 74 50% of your project 75 to 99 75% of your project 100 to 124 100% of your project 125 to 149 125% of your project 150 or more 150% of your project	GRAND TOTAL 135
\$100,000 - \$249,999 (3 Points)	0		
\$250,000 - \$499,999 (6 Points)	0		
\$500,000 - \$999,999 (10 Points)	0		
\$1,000,000 - \$2,499,999 (20 Points)	20		
\$2,500,000 - \$4,999,999 (35 Points)	0		
\$5,000,000 or more (50 Points)	0		
Cap Ex. Points	20		

Grant Payout Percentage

FTE Jobs New to Downtown	FAÇADE	PERMITTABLE	TOTAL
None (0 Points)	0	50% \$12,500	50% \$62,500
1 - 4 Jobs (5 Points)	0	75% \$18,750	75% \$93,750
5 - 9 Jobs (10 Points)	0	100% \$25,000	100% \$125,000
10 or more Jobs (20 Points)	20	125% \$31,250	125% \$156,250
New Jobs Points	20	150% \$37,500	150% \$187,500

1111 19th St. – Before Pictures



Shift Automotive - 1111 19th - Remodel to existing building

GC Bid Comparison

Becknal

Oprex

Division 01 — General Requirement	\$ 93,530.00	\$ 331,949.55	Division 01 - General Requirements
Division 02 — Site Works	\$ 107,350.00	\$ 22,033.00	Division 02 - Existing Conditions
Division 03 — Concrete	\$ 42,268.00	\$ 55,782.13	Division 03 - Concrete
Division 04 — Masonry	\$ 85,409.00	\$ 23,909.00	Division 04 - Masonry
Division 05 — Metals	\$ 200,920.00	\$ 162,025.00	Division 05 - Metals
Division 06 — Wood and Plastics	\$ 18,800.00	\$ 149,787.53	Division 06 - Wood, Plastics, Composites
Division 07 — Thermal and Moisture Protection	\$ 168,400.00	\$ 614,019.63	Division 07 - Thermal and Moisture Protection
Division 08 — Doors and Windows	\$ 92,021.00	\$ 99,841.85	Division 08 - Openings
Division 09 — Finishes	\$ 408,338.65	\$ 229,727.46	Division 09 - Finishes
Division 10 — Specialties	\$ 10,750.00	\$ 68,335.12	Division 10 - Specialties
Division 11 — Equipment	\$ 20,000.00	\$ 20,000.00	Division 11 - Equipment
Division 12 — Furnishings	\$ -	\$ 18,780.00	Division 12 - Furnishings
Division 13 — Special Construction	\$ -	\$ -	Division 13 - Special Construction
Division 14 — Conveying Systems	\$ -	\$ -	Division 14 - Conveying Equipment
		\$ -	Division 21 - Fire Suppression
Division 15 — Mechanical/Plumbing	\$ 182,124.00	\$ 34,900.00	Division 22 - Plumbing
		\$ 127,900.00	Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)
		\$ -	Division 25 - Integrated Automation
Division 16 — Electrical	\$ 296,975.00	\$ 114,900.00	Division 26 - Electrical
		\$ -	Division 27 - Communications
		\$ -	Division 28 - Electronic Safety and Security
		\$ 15,000.00	Division 31 - Earthwork
		\$ 63,231.31	Division 32 - Exterior Improvements
		\$ 18,000.00	Division 33 - Utilities
Contingency Allowance: 4.94%	\$ 85,344.42	\$ -	0% Contingency Allowance:

TOTAL COGS:	\$ 1,812,230.07	\$ 2,170,121.58	TOTAL COGS:
GC OVERHEAD & PROFIT: 11.48%	\$ 208,004.14	\$ 217,012.16	10% GC OVERHEAD & PROFIT:
(8.25%) SALES TAX:	\$ 166,669.32	\$ 196,938.53	SALES TAX: (8.25%)

TOTAL COST: \$ 2,186,903.53 \$ 2,584,072.27 TOTAL COST:

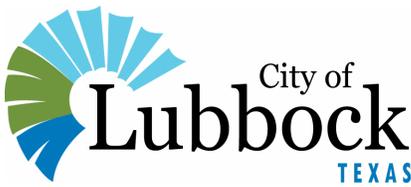
<u>CONSTRUCTION DAYS:</u>	230	270
<u>ADDENDA ACKNOWLEDGED:</u>	4 of 4	2 of 4
<u>EXCLUSIONS:</u>	None noted	See list

CONSTRUCTION DAYS:
ADDENDA ACKNOWLEDGED:
EXCLUSIONS:
Any work not listed in construction documents
TAS Review or Inspections
Impact Fees or Permitting
Architectural, Engineering, or Special Inspection Fees
Furnishing or Installation of any Furniture, Fixtures, or Equipment
Costs associated with professional errors by the design team
Assessment or removal of asbestos and other hazardous materials
Warranties for work that is not in General Contractors Scope
Demolition of maintenance building.
Furnishing or installing furniture, fixtures, or equipment.
Putting greens on rooftop patio.
Canopy over existing exterior door.
Fencing or resurfacing of paving not shown.
Fire sprinkler, fire alarm, or communications cabling.

<u>SUGGESTED COST SAVING MEASURES:</u>	See list	None noted
<i>Replace polycarb roof system w/2x6 T&G and TPO roof</i>	-\$24,875.00	
<i>VE Lighting package</i>	-\$12,000.00	
<i>Replace Dekton tiles with cement based stucco</i>	-\$26,350.00	
<i>Replace Terrazzo floor with epoxy application</i>	-\$36,550.00	
<i>Remove putting green and stair</i>	-\$50,000.00	
TOTAL:	-\$149,775.00	\$0.00

SUGGESTED COST SAVING MEASURES:

TOTAL:



CITY OF LUBBOCK

PERMIT RECEIPT

APN: 104500000100003000
 DATE ISSUED: 21-Nov-2023
 PERMIT: COMM-173977-2023
 SCOPE: Commercial Building Alterations
 SITE ADDRESS: 1111 19Th St
 SUBDIVISION: BOYD I A SUB (SOUTHSI
 CITY: LUBBOCK

PARCEL OWNER: BEARD FAMILY HOLDIN
 ADDRESS: 3013 24TH ST
 CITY/STATE/ZIP: LUBBOCK, TX 79410

<u>Contact</u>	<u>Company</u>	<u>Role</u>	<u>Billing Contact</u>
MIKE BECKNAL	MIKE BECKNALL & CO	Contractor	Yes

<u>Date</u>	<u>Fee Name</u>	<u>Fee Notes</u>	<u>Paid To Date</u>	<u>Balance Due</u>
17-Nov-2023	Comm - New Additions to Floor Area	per sq. ft. of gross under roof	\$641.12	\$0.00
19-Sep-2023	Comm - Alteration/Remodeling		\$3,474.00	\$0.00
19-Sep-2023	Building Permit Plan Review Fee	25% of Permit Fees	\$984.38	\$0.00
			Total	\$0.00

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Payment Note</u>	<u>Transaction Type</u>	<u>Billing Contact</u>	<u>Payment Amount</u>
TRC-218977-19-09-2023	09/19/2023	aCSS Web Payment	03598G	Fee Payment	Sara Bradshaw	\$984.38
		Fee Name		CREDIT ACCOUNT	DEBIT ACCOUNT	AMOUNT PAID
		Building Permit Plan Review Fee		100.6222	100.1579	\$984.38

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Payment Note</u>	<u>Transaction Type</u>	<u>Billing Contact</u>	<u>Payment Amount</u>
TRC-224468-21-11-2023	11/21/2023	American Express (Wells Fargo)	Paid via Cashiering. Payment(s) #40360. BECKNAL, MIKE (MIKE BECKNALL & CO)	Fee Payment	MIKE BECKNAL	\$4,115.12
		Fee Name		CREDIT ACCOUNT	DEBIT ACCOUNT	AMOUNT PAID
		Comm - Alteration/Remodeling		100.6222	100.1548	\$3,474.00
		Comm - New Additions to Floor Area		100.6222	100.1548	\$641.12



AI# 13194

Regular City Council Meeting

02/11/2025:

5. 20.

Information

Agenda Item

Resolution - Business Development: Consider a resolution confirming that the City of Lubbock is in support of the proposed 9% Housing Tax Credit application to be submitted to the Texas Department of Housing and Community Affairs, for the Garden Homes of Upland Heights development, to be located at 10305 Upland Avenue, Lubbock, Texas.

Item Summary

The Housing Tax Credit (HTC) program is funded by the U.S. Treasury Department and is overseen by the Internal Revenue Service. Federal regulations guiding the program can be found in Internal Revenue Code Section 42. The Texas Department of Housing and Community Affairs (TDHCA) administers the program for the State of Texas. The HTC Program was designed to provide a source of equity financing for the development of affordable multifamily housing. The goal is to maximize the number of affordable units in the state's housing supply and ensure the supply is well maintained and operated. After the property is developed by the applicant, the property will be affirmatively marketed in the surrounding community.

Tenants earning up to 60% of the Area Median Family Income (AMFI) for the area for their household size, and who meet the screening and eligibility restrictions of the property, may qualify for a reduced rent unit. HTC units offer income qualified tenants a unit at a reduced rate that is restricted by annually published rent guidelines, which may increase or decrease annually, based on published units.

Pursuant to 10 TAC §11.3(e) and §11.4(c)(1) of the Qualified Allocation Plan (QAP) and in accordance with Texas Government Code §2306.6710(b), an application may be made for a resolution or resolutions from the municipality and/or county in which the proposed development site is located. Resolutions that expressly set forth that the municipality or county supports the application or development, are worth maximum points, while resolutions setting forth that the municipality or county has no objection to the application or development are worth fewer points. Pursuant to §11.9(d)(1), once a resolution has been submitted, it may not be changed or withdrawn.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Brianna Brown, Business Development Director

Attachments

Resolution

RESOLUTION NO. 2025-R____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUBBOCK IN SUPPORT OF THE SUBMISSION OF AN APPLICATION TO THE 2025 COMPETITIVE HOUSING TAX CREDIT (ITC) PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) THE GARDEN HOMES OF UPLAND HEIGHTS

WHEREAS, Garden Homes of Upland, LLC. (“Applicant”) has requested funding support from the City of Lubbock (“City”) to construct 80 workforce housing units named The Garden Homes of Upland Heights to be located at 10305 Upland Ave. in the City of Lubbock, Lubbock County, Texas (the “Development”); and

WHEREAS, Garden Homes of Upland, LLC intends to submit an application to TDHCA for an allocation of 2025 Competitive 9% Housing Tax Credits (“ITC”) for the construction of The Garden Homes of Upland Heights; and

WHEREAS, pursuant to the rules that govern the allocation of ITCs by TDHCA, an applicant who provides a resolution of support from the governing body of a local political subdivision to the Development will improve the overall success of its application; and

WHEREAS, pursuant to the rules that govern the allocation of ITCs by TDHCA, an applicant who provides a resolution from the governing body of a local political subdivision agreeing to commit a minimum of \$500.00 of funding assistance to the Development to improve the overall success of its application; and

WHEREAS, the Applicant has requested a commitment of required funding assistance for \$500.00 for its application in the form of reduced fees for the benefit of the Development for the new construction of The Garden Homes of Upland Heights; and

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

SECTION 1: The City, acting through its governing body, hereby confirms that it supports and approves the tax credit application for the proposed construction of The Garden Homes of Upland Heights located at 10305 Upland Ave. in the City of Lubbock, Lubbock County, Texas and that this formal action has been taken to put on record the opinion expressed by the City of Lubbock on February 11, 2025, and

SECTION 2: The City will commit a funding amount to the Development by waiving or reducing the Building Permit Fee by at least \$500.00 should the Development be selected for funding; and

SECTION 3: Notwithstanding anything herein to the contrary, the funding commitment by the City shall be contingent on the Applicant’s receipt of commitment of ITCs for the Development from TDHCA; and

SECTION 4: The City hereby supports the proposed The Garden Homes of Upland Heights and confirms that its governing body has voted specifically to approve the construction of the Development

and to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(a)(4); and

SECTION 5: That on behalf of the Governing Body, Mark McBrayer, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs; and

SECTION 6: the City is not a related party to the Applicant, and any funding assistance committed by the City to the Development of The Garden Homes of Upland Heights pursuant to this resolution will not have been first provided to the City by the Applicant or any related party to the Applicant.

PASSED, ADOPTED AND APPROVED this 11th day of February, 2025.

CITY OF LUBBOCK, TEXAS

By: _____
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

Res. Tax Credit Support – Upland Heights
1.28.25



AI# 13185

Regular City Council Meeting

02/11/2025:

5. 21.

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 21404236, with Dell Marketing LP, for the purchase of Dell server and networking equipment to upgrade the existing Lubbock utilities enterprise server environment.

Item Summary

The purchase of the Dell PowerStore Appliance, PowerEdge Servers and PowerSwitch Switches, with 5-year warranty and support, will upgrade the existing Lubbock utilities enterprise server environment and improve overall network redundancy and resiliency.

The purchase of the Data Center hardware for the PowerStore is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-3763. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR Program. Pursuant to the Texas Government Code, Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of \$145,007.03 for the Dell server and networking equipment, warranty, and support is funded in Capital Improvement Project 92605 - Operating System Upgrades.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Jennifer Frescaz, Chief Information Officer

Attachments

Dell Marketing LP PO 21404236 Resolution

Dell Marketing LP PO 21404236

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. 21404236, for a Dell PowerStore Storage System, by and between the City of Lubbock and Dell Marketing LP, 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:

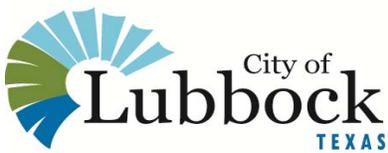


Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Matt Wade, City Attorney



PURCHASE ORDER

Page - 1
 Date - 1/30/2025
 Order Number 21404236 000 OP
 Branch/Plant 92605

TO: DELL MARKETING LP
 RR 8 BOX 8706 ONE DELL WAY
 ROUND ROCK TX 78682

SHIP TO: CITY OF LUBBOCK
 INFORMATION TECHNOLOGY
 1314 AVENUE K - BASEMENT
 LUBBOCK TX 79401

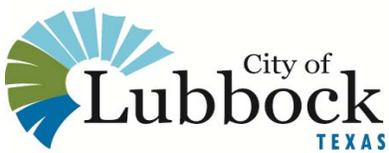
INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 1/30/2025 Freight .
 Requested 2/28/2025 Taken By Y BUSBY
 Delivery Per J Zhine / Req # 62766 PUR 18637/Q#3000183656884.3/DIR-TSO-3763

If you have any questions contact Jay Zhine: JZhine@mylubbock.us Phone 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
DellPowerStore 500T 192GB Appl	1.000	51,354.6300	EA	51,354.63	2/28/2025
96GB/Node DIMM #210-AXXJ					
ProSupp+ MissionCritical 3Yr	1.000		EA		2/28/2025
Emerg Disp #876-3702					
ProSupp+ MissionCritical 3Yr	2.000		EA		2/28/2025
Tech Support #876-3705					
P1 NVME SED Non-FIPS SSD	6.000		EA		2/28/2025
1.92TB #400-BRXG					
PowerEdge R660 XeonSilvr 4509Y	3.000	11,845.4800	EA	35,536.44	2/28/2025
2.6G 16GTs #210-BEQQ					
iDRAC9 Datacenter 16G	3.000		EA		2/28/2025
OpenManage Entrp #528-CTID					
ProSupp+ MissionCritical 3Yr	3.000		EA		2/28/2025
Emerg Disp #887-0997					
ProSupp+ MissionCritical 3Yr	3.000		EA		2/28/2025
Tech Support #887-0991					



PURCHASE ORDER

Page - 2
Date - 1/30/2025
Order Number 21404236 000 OP
Branch/Plant 92605

TO: DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK TX 78682

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 1/30/2025 Freight
Requested 2/28/2025 Taken By Y BUSBY
Delivery Per J Zhine / Req # 62766 Q#3000183656884.3/DIR-TSO-3763

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include 16GB RDIMM, PowerSwitch S5224-ON, ProSupp+ MissionCritical 5Yr, and Emerg Disp.

Terms NET 30 DAYS 145,007.03

This purchase order encumbers funds in the amount of \$145,007.03 awarded to Dell Marketing LP of Round Rock, TX, on _____, 2025. The following is incorporated into and made part of this purchase order by reference: Quote dated January 31, 2025, from Dell Marketing LP of Round Rock, TX, and DIR-TSO-3763.

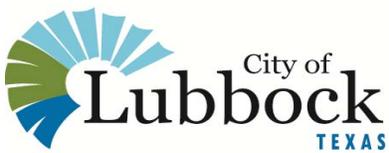
Resolution # _____

CITY OF LUBBOCK:

ATTEST:

Mark McBrayer, Mayor

Courtney Paz, City Secretary



PURCHASE ORDER

Page - 3
Date - 1/30/2025
Order Number 21404236 000 OP
Branch/Plant 92605

TO: DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
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SHIP TO: CITY OF LUBBOCK
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Ordered 1/30/2025 Freight
Requested 2/28/2025 Taken By Y BUSBY
Delivery Per J Zhine / Req # 62766 Q#3000183656884.3/DIR-TSO-3763

INSURANCE REQUIRED:

Table with 2 columns: Commercial General Liability, Technology Errors and Omissions Requirements, and Cyber Liability Requirements. Each cell contains specific insurance coverage details and requirements.

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

**PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS**

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

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

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

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

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



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Feb. 28, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name: Lubbock_500T_Single_Site_with_iSCSI_Network_noCoSell

Quote No. 3000183656884.5

Total \$145,007.03

Customer # 1784159

Quoted On Jan. 31, 2025

Expires by Feb. 28, 2025

Contract Name Texas Department of Information Resources (TX DIR)

Contract Code C000000006841

Customer Agreement # TX DIR-TSO-3763

Solution ID 19632958.11

Deal ID 28273611

Sales Rep Megan Webster
Phone 1(800) 456-3355, 6185928
Email Megan.Webster@Dell.com
Billing To ACCOUNTS PAYABLE
CITY OF LUBBOCK
PO BOX 2000
LUBBOCK, TX 79457-0001

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Megan Webster

Shipping Group

Shipping To

JAY ZHINE
CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVE K - BASEMENT
LUBBOCK, TX 79401
(806) 775-2366

Shipping Method

Standard Delivery

Install At

JAY ZHINE
CITY OF LUBBOCK
1314 AVE- K
BASEMENT INFO TECH
LUBBOCK, TX 79401
(806) 775-2366

Solution Name:

Lubbock_500T_Single_Site_with_iSCSI_Network_noCoSell

Product	Unit Price	Quantity	Subtotal
Tailor Made PowerStore 500T - AMER	\$51,354.63	1	\$51,354.63
PowerEdge R660 - [AMER_R660_15878]	\$11,845.48	3	\$35,536.44
PowerSwitch S5224-ON - [AMER_S5224-ON_12925]	\$14,528.99	4	\$58,115.96
Subtotal:			\$145,007.03
Shipping:			\$0.00
Non-Taxable Amount:			\$145,007.03
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$145,007.03

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Accelerate the power of AI for your data

Take the first step in achieving Generative AI success

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Shipping Group Details

Shipping To

JAY ZHINE
CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVE K - BASEMENT
LUBBOCK, TX 79401
(806) 775-2366

Shipping Method

Standard Delivery

Install At

JAY ZHINE
CITY OF LUBBOCK
1314 AVE- K
BASEMENT INFO TECH
LUBBOCK, TX 79401
(806) 775-2366

Solution Name:

Lubbock_500T_Single_Site_with_iSCSI_Network_noCoSell

		Unit Price	Quantity	Subtotal
Tailor Made PowerStore 500T - AMER		\$51,354.63	1	\$51,354.63
Estimated delivery if purchased today: Feb. 20, 2025 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				
Description	SKU	Unit Price	Quantity	Subtotal
PowerStore 500T Dell Customer Racked	210-AXXJ	-	1	-
192GB Appliance DIMM 96GB Per Node	370-AFXQ	-	1	-
PowerStore Base SW	528-BTZK	-	1	-
25GBE OPTICAL 4 PORT CARD PAIR	406-BBOO	-	1	-
Dual 1450W (200-240V) HIGH Line Only Power Supply	450-AKHM	-	1	-
BASE UNIT CONFIG KIT	343-BBMR	-	1	-
ISG Product (info)	379-BDPD	-	1	-
Dell Hardware Limited Warranty	876-3336	-	1	-
Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	876-3702	-	1	-
Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	876-3705	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
ProDeploy Plus PowerStore 5XX T	886-6573	-	1	-
P1 NVME SED NON-FIPS SSD 1.92TB	400-BRXG	-	6	-
25GBE OPTICAL 4 PORT IO MODULE PAIR	565-BBJQ	-	1	-
3M PASSIVE 25G TWINAX CABLE QTY 2	470-ADUI	-	2	-
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 3 Years	828-4827	-	6	-
		Unit Price	Quantity	Subtotal
PowerEdge R660 - [AMER_R660_15878]		\$11,845.48	3	\$35,536.44
Estimated delivery if purchased today: Feb. 17, 2025 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				
Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R660 Server	210-BEQQ	-	3	-
Trusted Platform Module 2.0 V5	461-AAIG	-	3	-

2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC11	321-BHRW	-	3	-
Intel Xeon Silver 4509Y 2.6G, 8C/16T, 16GT/s, 22.5M Cache, Turbo, HT (125W) DDR5-4400	338-CPBY	-	3	-
Intel Xeon Silver 4509Y 2.6G, 8C/16T, 16GT/s, 22.5M Cache, Turbo, HT (125W) DDR5-4400	338-CPBY	-	3	-
Additional Processor Selected	379-BDCO	-	3	-
No HBM	379-BFFD	-	3	-
Performance Heatsink for 2 CPU configuration (CPU more than or equal to 250W)	412-ABCG	-	3	-
Performance Optimized	370-AAIP	-	3	-
5600MT/s RDIMMs	370-BBRX	-	3	-
Unconfigured RAID	780-BCDS	-	3	-
PERC H755 SAS Front	405-AAZB	-	3	-
Front PERC Mechanical Parts, rear load	750-ADRI	-	3	-
Power Saving Dell Active Power Controller	750-AABF	-	3	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	3	-
No Energy Star	387-BBEY	-	3	-
4 Very High Performance Fans	384-BCUJ	-	3	-
Dual, Redundant(1+1), Hot-Plug Power Supply,1100W MM(100-240Vac) Titanium	450-AKLF	-	3	-
Riser Config 3, Full Height, 2x16 FH Slots (Gen5)	330-BBYZ	-	3	-
Motherboard MLK supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above	329-BKBR	-	3	-
Secured Component Verification	528-COYT	-	3	-
iDRAC9, Datacenter 16G	528-CTID	-	3	-
OpenManage Enterprise Advanced Plus	528-CTZH	-	3	-
Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0	540-BCOC	-	3	-
Broadcom 5720 Dual Port 1GbE LOM	540-BDKD	-	3	-
No Cables Required	470-AEYU	-	3	-
Standard Bezel	325-BEVE	-	3	-
Dell Luggage Tag	350-BCKC	-	3	-
BOSS-N1 controller card + with 2 M.2 960GB (RAID 1)	403-BCRZ	-	3	-
BOSS Cables and Bracket for R660	470-AFMG	-	3	-
No Quick Sync	350-BBXM	-	3	-
iDRAC,Legacy Password	379-BCSG	-	3	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	3	-
iDRAC Group Manager, Disabled	379-BCQY	-	3	-
No Operating System	611-BBBF	-	3	-
No Media Required	605-BBFN	-	3	-
Cable Management Arm	770-BDMT	-	3	-
ReadyRails Sliding Rails (A15)	770-BECD	-	3	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	3	-
PowerEdge R660 Shipping	340-DBXZ	-	3	-

PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow or 16xEDSFF	340-DBYC	-	3	-
R660 Dell label (BIS) for 2.5" Chassis	343-BBTS	-	3	-
PowerEdge R660 CE, CCC Marking	343-BBUB	-	3	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	887-0991	-	3	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years	887-0997	-	3	-
Dell Hardware Limited Warranty Plus On-Site Service	887-1076	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	3	-
ProDeploy Plus PowerEdge R Series 1u2u	885-0610	-	3	-
16GB RDIMM, 5600MT/s, Single Rank	370-BBRQ	-	48	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	400-AXTV	-	3	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	6	-
Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height, V2	540-BDHF	-	6	-
Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter	470-ACEV	-	18	-

Unit Price	Quantity	Subtotal
\$14,528.99	4	\$58,115.96

PowerSwitch S5224-ON - [AMER_S5224-ON_12925]

Estimated delivery if purchased today:
Feb. 19, 2025
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU	210-APHT	-	4	-
Dell EMC S52XX-ON Series User Guide	343-BBLP	-	4	-
OS10 Enterprise, S5224F-ON	634-BRWJ	-	4	-
Dell Hardware Limited Warranty 1 Year	818-4983	-	4	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year	818-5025	-	4	-
ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years	818-5032	-	4	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended	818-5033	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	4	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	4	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	4	-
ProDeploy Plus Networking S Series 5xxx Switch	892-3112	-	4	-
5 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance	848-8542	-	4	-
Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	470-ABOU	-	4	-
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US QTY 2	450-AASX	-	4	-

Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, 450-AASX - 4 -
US QTY 2

Subtotal:	\$145,007.03
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$145,007.03

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



AI# 13208

Regular City Council Meeting

02/11/2025:

5. 22.

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001954, with SHI Government Solutions, Inc., for additional Police data and evidence storage.

Item Summary

Purchase Order 33001954, with SHI Government Solutions, Inc., is for the Pure Storage Solution, data storage appliances, warranty, and support, and is being made over a 5-year period beginning with Fiscal Year 2024-25 through Fiscal Year 2029-30. The payments will be billed in 5 invoices annually.

The purchase of the Pure Storage Solution is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-4331. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to the Texas Government Code, Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

The total amount of the purchase with SHI Government Solutions, Inc., for the 5-year period is \$905,930.54.

Fiscal Impact

The annual payment of \$181,186.11 is funded in the Information Technology Operating Budget as Hardware-as-a-Service, beginning with Fiscal Year 2024-25. The subsequent years will be requested during the budget process for FY 2025-26 through 2029-30.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Fresaz, Chief Information Officer

Attachments

Resolution - SHI Government Solutions
PO 33001954 - SHI Government Solutions

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. 33001954, for the purchase of Pure Storage appliances and services, per DIR-TSO-4331, by and between the City of Lubbock and SHI Government Solutions, Inc., and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccd docs II/RES.SHI Government Solutions, Inc.-PurchaseOrd
February 6, 2025



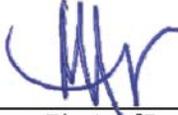
PURCHASE ORDER

Page - 1
 Date - 2/6/2025
 Order Number 33001954 000 OP
 Branch/Plant 3410

TO: SHI GOVERNMENT SOLUTIONS INC
 1301 SOUTH MOPAC EXPRESSWAY
 SUITE 375
 AUSTIN TX 78746

SHIP TO: CITY OF LUBBOCK
 INFORMATION TECHNOLOGY
 1314 AVENUE K - BASEMENT
 LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 2/6/2025 Freight .
 Requested 2/6/2025 Taken By L VILLANUEVA
 Delivery Per J Zhine / Req # 62788 Quote # 25766825/ DIR-TSO-4331

If you have any questions, please contact Jay Zhine at JZhine@mylubbock.us or 806-775-2366.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Pure as-a-Srv//UnifdBlock&File	260.000	1,377.9300	EA	358,261.80	2/6/2025
Site1#PAAS-UnifiedBlock&File R					
Pure as-a-Srv//UnifdBlock&File	1.000		EA		2/6/2025
S1 #PAAS-UnifiedBlock&File OnD					
FlashArray //X //C - Site1	1.000	4,124.1400	EA	4,124.14	2/6/2025
#PS-FLASHARRAY-INSTALL					
Evergreen //One-Cyber Recovery	1.000	57,321.9300	EA	57,321.93	2/6/2025
#PAAS-RANSOMEWARE-RECOVERY					
Pure as-a-Srv//UnifdBlock&File	260.000	1,377.9300	EA	358,261.80	2/6/2025
Site2#PAAS-UnifiedBlock&File R					
Pure as-a-Srv//UnifdBlock&File	1.000		EA		2/6/2025
S2 #PAAS-UnifiedBlock&File OnD					
FlashArray //X //C - Site2	1.000	4,124.1400	EA	4,124.14	2/6/2025
#PS-FLASHARRAY-INSTALL					
Evergreen //One-Cyber Recovery	1.000	57,321.9300	EA	57,321.93	2/6/2025
CustomScope file migration srv	60.000	1,1108.5800	EA	66,514.80	2/6/2025
#PS-FILE-DATA-MIGRATION-ADV					
				Total Order	

Terms NET DUE ON RECEIPT

905,930.54

#PAAS-RANSOMEWARE-RECOVERY



PURCHASE ORDER

Page - 2
Date - 2/6/2025
Order Number 33001954 000 OP
Branch/Plant 3410

TO: SHI GOVERNMENT SOLUTIONS INC
1301 SOUTH MOPAC EXPRESSWAY
SUITE 375
AUSTIN TX 78746

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 2/6/2025 Freight
Requested 2/6/2025 Taken By L VILLANUEVA
Delivery Per J Zhine / Req # 62788 Quote # 25766825/ DIR-TSO-4331

INSURANCE REQUIRED:

Table with 2 columns: Commercial General Liability, Workers Compensation and Employer Liability. Includes details on coverage amounts, requirements, and a disclaimer at the bottom.

This purchase order encumbers funds in the amount of \$905,930.54 awarded to SHI Government Solutions, Inc. of Austin, TX, on, _____, 2025. The following is incorporated into and made part of this purchase order by reference: Quote dated January 24, 2025, from SHI Government Solutions, Inc. of Austin, TX and DIR-TSO-4331.

Resolution # _____

CITY OF LUBBOCK:

ATTEST:

Mark McBrayer, Mayor

Courtney Paz, City Secretary

**PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS**

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

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

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

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

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



Pricing Proposal
Quotation #: 25766825
Created On: 1/24/2025
Valid Until: 4/24/2025

TX-City of Lubbock

Jennifer Frescaz

LUBBOCK, TX 79457
United States
Phone:
Fax:
Email: jfrescaz@mylubbock.us

Inside Account Manager

Brett Yajcaji

SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Send PO to: Texas@shi.com
Phone: 732-652-0255
Fax:
Email: Brett_Yajcaji@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Pure as-a- Service - //Unified Block and File - Capacity - Reserve Rate (per TiB/month) Pure Storage - Part#: PAAS-UnifiedBlock and File-Cap-Reserve Contract Name: Pure Storage Contract #: DIR-TSO-4331 Note: Site 1	260	\$1,377.93	\$358,261.80
2	Pure as-a- Service - //Unified Block and File - Capacity - On demand Rate (per TiB/Month) Pure Storage - Part#: PAAS-UnifiedBlock and File-Cap-OnDemand Contract Name: Pure Storage Contract #: DIR-TSO-4331 Note: Site 1	1	\$0.00	\$0.00
3	FlashArray (//X, // C) Install Service Pure Storage - Part#: PS-FLASHARRAY-INSTALL Contract Name: Pure Storage Contract #: DIR-TSO-4331 Note: Site 1	1	\$4,124.14	\$4,124.14
4	Evergreen //One -Cyber Recovery Pure Storage - Part#: PAAS-RANSOMWARE-RECOVERY Contract Name: Pure Storage Contract #: DIR-TSO-4331 Note: Site 1	1	\$57,321.93	\$57,321.93
5	Pure as-a- Service - //Unified Block and File - Capacity - Reserve Rate (per TiB/month) Pure Storage - Part#: PAAS-UnifiedBlock and File-Cap-Reserve Contract Name: Pure Storage Contract #: DIR-TSO-4331 Note: Site 2	260	\$1,377.93	\$358,261.80
6	Pure as-a- Service - //Unified Block and File - Capacity - On demand Rate (per TiB/Month) Pure Storage - Part#: PAAS-UnifiedBlock and File-Cap-OnDemand	1	\$0.00	\$0.00

Contract Name: Pure Storage
Contract #: DIR-TSO-4331
Note: Site 2

7	FlashArray (//X, // C) Install Service Pure Storage - Part#: PS-FLASHARRAY-INSTALL Contract Name: Pure Storage Contract #: DIR-TSO-4331 Note: Site 2	1	\$4,124.14	\$4,124.14
8	Evergreen //One -Cyber Recovery Pure Storage - Part#: PAAS-RANSOMWARE-RECOVERY Contract Name: Pure Storage Contract #: DIR-TSO-4331 Note: Site 2	1	\$57,321.93	\$57,321.93
9	Custom scope fixed price file migration service, built around the customers unique requirements, requiring a fully documented and approved Statement of Work Pure Storage - Part#: PS-FILE-DATA-MIGRATION-ADVANCED Contract Name: Pure Storage Contract #: DIR-TSO-4331	60	\$1,108.58	\$66,514.80
				<hr/>
			Subtotal	\$905,930.54
			Shipping	\$0.00
			Total	\$905,930.54

Additional Comments

Returns available via Pure Love Your Storage guarantee

In order to ensure a that we can provide you with accurate shipping costs for any hardware on this quote, please provide us with answers to these questions:

- Is Inside Delivery Required? (Yes/No)
- Is a Delivery Ticket Required? (Yes/No)
- Is there a freight elevator on site? (Yes/No)
- Is a Delivery Appointment Required? (Yes/No)
- Is a Forklift or Pallet Jack Required? (Yes/No)
- Are there pallet size limitations? (Yes/No)
- Is a Liftgate Required? (Yes/No)
- Are there truck size limitations? (Yes/No)
- Is Pallet and Debris Removal Required? (Yes/No)
- Add Floor Covering to Inside Delivery? (Yes/No)
- Does the delivery site require a Certificate of Insurance (COI)? If yes, provide Sample COI from Customer (Yes/No)
- Other Special Delivery Instructions, additional care or handling notes: (Yes/No)

The following EULA applies to all Pure Storage products on this quote:

<https://www.purestorage.com/docs.html?item=/type/pdf/subtype/doc/path/content/dam/pdf/en/legal/pure-enduser-agreement.pdf>

Please note: additional manufacturer terms and conditions may apply. Your inside sales team will reach out to you with updates as needed.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



AI# 13099

Regular City Council Meeting

02/11/2025:

5. 23.

Information

Agenda Item

Resolution - Lubbock Fire Rescue: Consider a resolution authorizing the Mayor to accept, by and on behalf of the City of Lubbock, a Public Safety Access Point Reimbursable Grant for Fiscal Year 2024-25, from the Lubbock Emergency Communication District, for Comms Coach, a 911 call taker evaluation software.

Item Summary

Acceptance of this Public Safety Access Point Reimbursable Grant for Fiscal Year 2024-25, will permit Lubbock Fire Rescue to subsidize a 1-year subscription to Comms Coach, a software that supports dispatcher call / radio tracking information, and the ability to create simulation scenarios for training purposes.

Fiscal Impact

The annual subscription service valued at \$6,000, will be funded by the grant award of \$5,400 and a 10% match of \$600 in the Lubbock Fire Rescue FY 2024-25 Operating Budget.

Staff/Board Recommending

Richard Stewart, Fire Chief

Attachments

Resolution

LECD Grant Award

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 on behalf of the City of Lubbock a PSAP Reimbursable Grant for FY 2024-2025, and any associated documents, in the amount of \$5,400, plus a 10% match by the City, for a total amount of \$6,000. for call taker evaluation software, by and between the Lubbock Emergency Communication District and the City of Lubbock, which Grant and any associated documents are attached hereto and made a part hereof for all intents and purposes.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



~~Robert Stewart~~, Fire Rescue Chief
Rob Keinast - Acting Chief

APPROVED AS TO FORM:



Ryan Brooke, Senior Assistant City Attorney



LUBBOCK EMERGENCY COMMUNICATION DISTRICT

6032 43rd Street · Lubbock, Texas 79407-3711
806.747.6911 · www.lubbock911.org · fax 806.747.5803

November 13, 2024

Chief Richard Stewart
Lubbock Fire Rescue
1515 E Ursuline St
Lubbock, TX 79403

Dear Chief Richard Stewart:

On Wednesday, November 13, 2024, the LECD Board of Managers considered all PSAP Grant requests for the FY 2024-2025 budget. After consideration, the Board approved a grant for Lubbock Fire Rescue in the amount of \$5,400 for the following:

- Call taker evaluation software - \$5,400

This grant represents the \$6,000 that was approved, minus the 10% agency match.

The grant period is from November 13, 2024 through September 30, 2025. We request all purchases and project work be completed and the associated documentation submitted to our office **no later than September 15, 2025**.

As a reminder, this is a reimbursable grant. Your agency must expend the funds and provide documentation of this expenditure. Also, the items purchased, and work completed must match the grant request.

Congratulations on the approval of your grant. The District is happy to assist our PSAP agencies in providing the best possible 9-1-1 service to the citizens we serve.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nathan Kizer", is written over a light blue horizontal line.

Nathan Kizer, ENP
Executive Director

Cc: Tim Burrow



AI# 13189

Regular City Council Meeting

02/11/2025:

5. 24.

Information

Agenda Item

Resolution - Police: Consider a resolution ratifying the acts of the Chief of Police, on behalf of the City of Lubbock, in executing a Multiple Use Agreement, and related documents, by and between the Texas Department of Transportation and the City of Lubbock, to permit the construction, maintenance, and operation of Flock Group, Inc. hardware and software products as automated license plate readers on public highway rights-of-way within the city limits.

Item Summary

This agreement, by and between the City of Lubbock and the Texas Department of Transportation (TXDOT) allows the installation of Automated License Plate Readers (ALPR) in TXDOT rights-of-way within the city limits of Lubbock.

The Police Department purchased the Flock Group, Inc. hardware and software in October 2024 for installation of ALPR's in rights-of-way within the city limits of Lubbock.

The ALPR's in locations under TxDOT jurisdiction, as well as locations under City jurisdiction, will assist local law enforcement with a multitude of criminal investigations, with the goal of reducing the crime rate within the City of Lubbock.

Fiscal Impact

The ALPRs and related expenses have been purchased from the Lubbock Police Department Fiscal Year 2024-25 Budget. There is no additional cost to the City of Lubbock.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution

Multiple Use Agreement

RESOLUTION

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

THAT the acts of the Chief of Police for the Police Department of the City of Lubbock, in executing, on behalf of the City of Lubbock, a Multiple Use Agreement (MUA) to permit the construction, maintenance, and operation of Flock Group, Inc. hardware and software products on public highway right-of-way, by and between the City of Lubbock and the Texas Department of Transportation, on behalf of the State of Texas, and related documents are hereby ratified in full. Said MUA is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

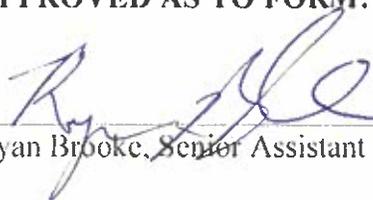
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Seth Herman, Chief of Police

APPROVED AS TO FORM:



Ryan Brooke, Senior Assistant City Attorney



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of Lubbock Police Department, hereinafter called City of Lubbock, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the _____ day of _____, 20____, the governing body for the City of Lubbock entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the City of Lubbock's participation in this agreement with the State; and

WHEREAS, the City of Lubbock has requested the State to permit the construction, maintenance and operation of a public ALPRs on the highway right of way, (ROADWAY See attached CONTROL SECTION NO. _____). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City of Lubbock will enter into agreements with the State for the purpose of determining the respective responsibilities of the City of Lubbock and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

City of Lubbock will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the

City of Lubbock shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City of Lubbock and found not to comply with ADA or TAS shall be corrected at the entire expense of the City of Lubbock

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City of Lubbock. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that City of Lubbock has failed to comply with these responsibilities, it will perform the necessary work and charge City of Lubbock the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City of Lubbock shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City of Lubbock shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City of Lubbock for the use of the facility under this agreement, the City of Lubbock will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City of Lubbock must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the City of Lubbock's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and City of Lubbock shall be responsible for the facility's timely removal at no cost to the State. If the State determines that City of Lubbock has failed to timely remove the facility, it will perform the necessary work and charge City of Lubbock the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The City of Lubbock shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City of Lubbock shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE City of Lubbock WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2024, THE City of Lubbock (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City of Lubbock. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City of Lubbock shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City of Lubbock, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. City of Lubbock shall include TxDOT as an additional insured by endorsement in City of Lubbock's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City of Lubbock's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City of Lubbock shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City of Lubbock, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City of Lubbock shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City of Lubbock must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City of Lubbock if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	City of Lubbock
Maintenance Division	Police Department
125 East 11th Street	1205 15th St.
Austin, Texas 78701-2483	Lubbock, TX 79401

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

_____ on the _____ day of _____, 20____, and the
State on the _____ day of _____, 20_____.

STATE OF TEXAS

Executed and approved for the Texas
Transportation Commission for the purpose and
effect of activating and/or carrying out the orders,
and established policies or work programs
heretofore approved and authorized by the Texas
Transportation Commission.

City of Lubbock Police Department

(Name of other party)
By: 

Signature

Seth Herman

Printed Name

Chief

Title

Lubbock Police Department

Agency

806-775-3010

Contact Office and Telephone No.

By: _____
Director, Maintenance Division

Printed Name

Date

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

MVA ATTACHMENT - ALPR LOCATIONS

Location Name	Latitude	Longitude	Address	Permit Jurisdiction
F#001 US 84 @ S Loop 289 - EB	33.52847	-101.815	2102 E Slaton Rd, Lubbock, TX 79404	TXDOT
F#002 US 84 @ S Loop 289 - WB	33.52879	-101.815	2120 E Slaton Rd, Lubbock, TX 79404	TXDOT
F#003 19th St @ Avenue Q - NB	33.578	-101.855	1634 19th St, Lubbock, TX 79401-4832	TXDOT
F#004 - E 24th St @ MILK - WB				City Streets Dept.
F#005 - N Frankford Ave @ Erskine St - NB	33.60736	-101.94	626 N Frankford Ave, Lubbock, TX 79416	TXDOT
F#006 - N Frankford Ave @ Erskine St - SB	33.60662	-101.94	533 N Frankford Ave, Lubbock, TX 79416	TXDOT
F#007 - 66th St @ Milwaukie Ave - EB				City Streets Dept.
P#001 Indiana Ave @ 50th St. - SB				City Streets Dept.
P#002 50th St @ Indiana Ave. - WB				City Streets Dept.
P#003 50th St @ Indiana Ave. - EB				City Streets Dept.
P#004 Indiana Ave @ 50th St. - NB				City Streets Dept.
P#005 4th St @ Elkhart Ave. - WB	33.59247	-101.936	5702 4th St, Lubbock, TX 79416	TXDOT
P#006 4th St @ Elkhart Ave. - EB	33.59218	-101.934	5525 4th St, Lubbock, TX 79416	TXDOT
P#007 Milwaukie Ave @ 66th St. - SB				City Streets Dept.
P#008 Milwaukie Ave @ 82nd St. - NB	33.52002	-101.957	6420 82nd St, Lubbock, TX 79424	TXDOT
P#009 Ave Q @ 19th St - SB.	33.57767	-101.855	1902 Avenue Q, Lubbock, TX 79411	TXDOT

F#001 US 84 @ S Loop 289 - EB



F#002 US 84 @ S Loop 289 - WB



F#003 19th St @ Avenue Q - NB



F#005 - N Frankford Ave @ Erskine St - NB



F#006 - N Frankford Ave @ Erskine St - SB



P#005 4th St @ Elkhart Ave. - WB



P#006 4th St @ Elkhart Ave. – EB



P#008 Milwaukee Ave @ 82nd St. – NB



P#009 Ave Q @ 19th St - SB



ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

EXHIBIT U

AGENCY CUSTOMER ID: CN134017657

LOC #: San Francisco



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Flock Group Inc DBA Flock Safety 1170 Howell Mill Rd NW Atlanta, GA 30318	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Carrier will provide notice of cancellation or nonrenewal per below if required by a written contract.

Cancellation For Other Than Nonpayment: Number of Days Notice: 30 days

Cancellation For Nonpayment: Number of Days Notice: 10 days

(Nonrenewal): Number of Days Notice: 10 days



AI# 13199

Regular City Council Meeting

02/11/2025:

5. 25.

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement, and all related documents, with Lubbock County, Texas, allocating and transferring 50% of the City's Justice Assistance Grant Award, under the Fiscal Year 2024 Edward Byrne Memorial Justice Grant Program, to Lubbock County, to fund the Lubbock County Joint Enforcement Initiative.

Item Summary

This Interlocal Agreement with Lubbock County funds the Lubbock County Joint Enforcement Initiative Program, utilizing \$195,216 awarded from the FY2024 Edward Byrne Memorial Justice Grant Program. The City of Lubbock and Lubbock County are each eligible to receive funding and agree to share the grant equally, with each receiving \$97,608. The Lubbock Police Department will manage the grant.

Fiscal Impact

The City's portion of the grant is \$97,608 and does not require a local match.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

FY2024-JAG Resolution

FY2024-JAG Agreement

FY2024-JAG Narrative

FY2024-JAG Budget Narrative

FY2024-JAG Detail Worksheet

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 and the Lubbock Police Department, an Interlocal Agreement with Lubbock County, Texas, allocating and transferring 50% of the City's award under the **FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program** to Lubbock County, and all related documents. It is anticipated that the City will receive total JAG funds in the amount of **\$195,216.00**, of which 50%, or **\$97,608.00**, will be transferred to the County in accordance with the attached Interlocal Agreement. Said Interlocal 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:



Seth Herman, Chief of Police

APPROVED AS TO FORM:



Ryan Brooke, Senior Assistant City Attorney

THE STATE OF TEXAS
COUNTY OF LUBBOCK

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LUBBOCK, TEXAS AND COUNTY OF LUBBOCK, TEXAS**

FY2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2025, by and between the COUNTY of LUBBOCK, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of LUBBOCK, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of LUBBOCK County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 791, TEXAS Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$97,608 from the JAG award for the FY2024 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITIATIVE PROGRAM, said amount being 50% of the JAG award to the CITY; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds as set forth above.

NOW THEREFORE, the COUNTY and CITY agree as follow:

Section 1.

CITY agrees to pay COUNTY 50% of the total JAG funds actually awarded to and received by the CITY. The CITY anticipates receiving a total of \$195,216 in JAG funding, and transferring 50% of that total to the COUNTY, in the anticipated amount of \$97,608. Nothing in this agreement obligates the CITY to transfer funds to the COUNTY in any amount in excess of 50% of those JAG funds actually allocated to, and received by, the CITY.

Section 2.

COUNTY agrees to use \$97,608 for the FY2024 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITIATIVE Program until September 30, 2025.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY or the COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF LUBBOCK, TEXAS

COUNTY OF LUBBOCK, TEXAS

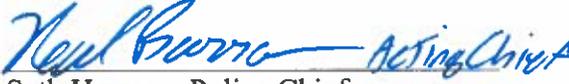
Mark McBrayer, Mayor

Curtis Parrish, County Judge

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Seth Herman, Police Chief

APPROVED AS TO FORM:


Ryan Brooke, Senior City Attorney

ATTEST:

Kelly Pinion, County Clerk

APPROVED AS TO CONTENT:

Dan Corbin, Chief Administrator
Lubbock County Sheriff's Office

APPROVED AS TO FORM:

Jennifer Irlbeck, Assistant District Attorney
Civil Division

O-BJA-2024-172239 Proposal Narrative

2024 LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE

The Fiscal Year (FY) 2024 Justice Administration Grant (JAG) local solicitation has determined that the City of Lubbock (COL) and Lubbock County (LC), disparate jurisdictions, are eligible to apply for \$195,216 in funding. A Memorandum of Understanding (MOU) between the disparate jurisdictions, approved by the Lubbock City Council and the Lubbock County Commissioner's Court agrees to distribute the funds equitably. In other words, the COL will be allotted 50% (\$97,608) and LC, comprising the Lubbock County Criminal District Attorney's Office and the Lubbock County Sheriff's Office, will be allotted 50% (\$97,608).

The City of Lubbock's Accounting Department tracks dozens of grants from several different sources through the use of individual account numbers. Drawdowns and expenditures of all funds from this grant will be tracked using a specific account number assigned to this grant's funds that will differentiate it from all other grants, including other current Department of Justice and federal grants. All required reporting will be conducted through cooperation and coordination between City of Lubbock and Lubbock County personnel responsible for the management of this grant.

Description of the Issue:

A. Lubbock Police Department (LPD)

The City of Lubbock Police Department has a department authorized strength of 445 officers. There are currently a minimal number of ballistic shields available to frontline peace officers that will positively respond to Critical Incidents In-Progress (Active Shooter) emergencies. The Lubbock Police Department trains our officers

yearly in Active Attack Response, utilizing tactics taught and recommended by the Advanced Law Enforcement Rapid Response Training (ALERRT) program. The Lubbock Police Department serves as the primary agency responsible for Active Shooter response in every school district within our jurisdiction of 135 square miles. Ballistic Shields will equip our officers with an additional tool necessary to effectively gain control of an active attack suspect, and ultimately promote our overall goal of saving as many lives as possible within the event.

B. Lubbock Sheriff's Office (LSO)

The LSO responds to calls for service in a large geographical area that contains many school districts and other venues where an active attack response could be required. The ALERRT training will better assist their deputies and staff in responding to active attacks and meet TCOLE requirements.

C. Lubbock Criminal District Attorney (LCDA)

The LCDA continues to upgrade its older mobile infrastructure, multi-media forensics lab, Crash Data Retrieval System and digital video processing capabilities along with necessary training in order to maintain the most technologically advanced prosecutor's office in the region.

Project Design and Implementation:

A. Lubbock Police Department

1. The ballistic shields purchased through this grant would be dispersed among the officers of the Lubbock Police Department Special Response Group (SRG). SRG officers are evenly dispersed among the three shifts that currently exist in the Lubbock Police Department's Field Services Bureau. SRG officers receive extra

training in Active Attack Response through ALERRT instruction, as well as in other related topics such as Building Clearing, Close Quarters Battle, and Officer Down Rescue. 16 ballistic shields purchased through this grant would be dispersed among the three Division Stations of the Lubbock Police Department. This would allow supervisors or selected officers from each Division Station to take the ballistic shields into the field of their respective areas of patrol, making them readily available for rapid deployment throughout the city.

Performance measures: Success for this project will be measured by the continued education and training our officers receive while utilizing the ballistic shields awarded them by this grant. This includes enhancing the proficiency in tactics our officers display when deployed with the ballistic shields. The overriding goal will be the ability to utilize the ballistic shield as a means in which our officers are able to maintain an adequate level of intervention in an active attack incident so that they might save as many lives as possible.

B. Lubbock County Sheriff's Office

1. ALERRT Training will make the LSO better prepared to respond to active attack incidents and calls for service in general. The training is a two-day, 16 hour course that prepares first responders to neutralize, distract, and isolate an active shooter.

- *Performance measures:* Success for this project will be measured through the training and education received and the practical application in the field.

2. The sniper rifles will allow the LSO to replace aging equipment for the SWAT team.

- *Performance measures:* Provide modern equipment to the SWAT team to allow for optimal performance of the team.

C. Lubbock County Criminal District Attorney's Office

1. The Lubbock County Criminal District Attorney's Office staffs certified Crash Data Retrieval Technician/Analyst and Crash Data Retrieval System (CDRS) to assist local and state law enforcement agencies in investigating motor vehicle crashes. The CDRS has proven to be an invaluable tool for investigators by supplementing the reconstruction process and providing crucial evidence at trial. The equipment and software are constantly being updated as newer vehicles are manufactured and as a result, the maintenance of a current CDRS comes at a considerable cost. The purchase of current software, hardware and tools will insure the future reliability and usefulness of the CDRS. CDRS equipment requires periodic training to keep the technician/analyst certified and current with the system upgrades making training a priority.

- *Performance measures:* Maintain and acquire software, hardware, tools and training for the CDRS for all supported vehicles into the future.

2. The Lubbock County Criminal District Attorney's Office operates a multi-media forensics lab. This unit offers examination of crime related videos and audio files to all Lubbock County law enforcement agencies as well as to agencies and prosecutors on the South Plains of Texas. Grant funds will be

used to equip and maintain the components of this lab which include infrastructure, computers, monitors, software and training.

- *Performance measures:* Provide and maintain digital media evidence gathering technology to assist law enforcement agencies on the South Plains of Texas.

3. The Lubbock County Criminal District Attorney's Office prides itself in being the most technologically advanced prosecutor's office in the region. The Lubbock County CDA office utilizes an electronic filing system to receive cases from law enforcement agencies and tries cases using digital courtroom presentations. These presentations and the data used is mostly accessed by laptop computers and other mobile devices. As technology advances, the need to upgrade, maintain equipment and infrastructure is necessary.

- *Performance measures:* Upgrade and maintain technological efficiency in prosecuting cases in Lubbock County.

4. Perhaps the most pressing issue for the Lubbock County Criminal District Attorney's Office is the upsurge of digital video evidence. Each case now comes with in-car video and the majority of law enforcement in Lubbock County are now equipped with body cameras. This has doubled the amount of video files handled by this office. Combined with the dramatic increase in privately owned surveillance systems, digital video has become one of the most prevalent forms of evidence used in trials. Not only does this video have to be adapted for proper playing in court, many of these videos have to be edited or redacted before being allowed to be played in court. Editing and redacting are

often ordered during trial, so having the proper equipment and software in place to accomplish this in a timely and efficient manner is a necessity for today's prosecuting offices. Coordinated efforts between the prosecutor and law enforcement in purchasing this equipment is critical. This requires standard practices and requires the prosecutor to obtain certain equipment and software for the law enforcement agencies in the county.

- *Performance measures:* Continue to obtain proper equipment and software needing to stay abreast of digital video issues in trial and to coordinate with local agencies as they obtain new video systems.

Capabilities and Competencies:

The LPD, LSO and LCDA not only coordinate their efforts to achieve a more capable and efficient criminal justice system, but do so with many Federal and State agencies, educational institutions, regional law enforcement agencies and community stakeholders as well.

Plan for Collecting the Required Data:

Performance measurement goals, objectives, evaluations and deliverables will be collected through communication and coordination with all grantees.

FY2024 JAG LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE

Budget Narrative

Grant #: FY2024 JAG

TOTAL AWARD AMOUNT: \$ 195,216.00

City of Lubbock Amount: \$ 97,608.00

County of Lubbock Amount: \$ 97,608.00

City of Lubbock

1. Lubbock Police Department Equipment

A. Ballistic Shields

The ballistic shields will be available to frontline peace officers that will positively respond to Critical Incidents In-Progress (Active Shooter) emergencies. The Lubbock Police Department trains our officers yearly in Active Attack Response, utilizing tactics taught and recommended by the Advanced Law Enforcement Rapid Response Training (ALERRT) program. The Lubbock Police Department serves as the primary agency responsible for Active Shooter response in every school district within our jurisdiction of 135 square miles. Ballistic Shields will equip our officers with an additional tool necessary to effectively gain control of an active attack suspect, and ultimately promote our overall goal of saving as many lives as possible within the event.

- Ballistic Shields \$ 97,608

Lubbock County

1. Sheriff's Office **\$68,325.60**

A. ALERT Training Equipment **\$52,725.60**

The Lubbock County Sheriff's Office (LSO) will obtain an ALERRT Level 1 Kit to conduct ALERRT Level 1 training. This training is a two-day, 16-hour course that prepares first responders to neutralize, distract, and isolate an active shooter.

ALERRT Level 1 Kit Cases 1,2,3 6,7, and 9 (\$2,725.60)

B. Sniper Rifles **\$15,600.00**

The Lubbock County Sheriff's Office (LSO) will obtain three .308 caliber MRAD-FDE sniper rifles these will be used by our SWAT team and replace aging equipment.

MRAD .308 Winchester Sniper Rifle with accessories (\$5,200.00 each)

1. Criminal District Attorney's Office **\$ 29,282.40**

A. Maintain and Upgrade Mobile Infrastructure **\$ 23,740.00**

The Lubbock County Criminal District Attorney's Office prides itself in being the most technologically advanced prosecutor's office in the region. The Lubbock County CDA office utilizes an electronic filing system to receive cases from law enforcement agencies and tries cases using digital courtroom presentations. These presentations and the data used are mostly accessed by laptop computers and other mobile devices. As technology advances, the need to upgrade and maintain equipment and infrastructure is necessary.

- 20 x Dell Latitude 5540 Laptops (\$ 1,187.00 each) \$ 23,740.00

B. Digital Video Processing **\$ 5,542.40**

Perhaps the most pressing issue for the Lubbock County Criminal District Attorney's Office, and every D.A. Office in America, is the explosion of digital video. Each case comes with in-car video and the first responders in Lubbock County are also equipped with body cameras. This has more than doubled the amount of video files handled by this office. Combined with the dramatic increase in privately owned surveillance systems, digital video has become one of the most prevalent forms of evidence used in trial. Not only does this video have to be adapted for proper playing in court, many of these videos have to be edited or redacted before being allowed to be played in court. Editing and redacting are often ordered during trial, so having the proper equipment and software in place is a necessity for today's prosecutor offices. Also, coordinated efforts between the prosecutor and law enforcement in purchasing this equipment is crucial. This requires standard practices and requires the prosecutor to obtain certain equipment and software for the law enforcement agencies in the county.

- 2 x Dell Precision 3680 Desktops (\$ 2,027.21 each) \$ 4,054.42

- 9 x Dell 27 Monitors (\$ 165.33 each) \$ 1,487.98

C. Note on Pricing and Availability

Prices are estimates based on the current pricing as of September 2024. Models of electronics are current as of September 2024. If these models are no longer available when the grant funds are expended, comparable models may need to be substituted.



**FY2024 JAG LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE
Budget Detail Worksheet**

TOTAL AWARD AMOUNT: \$ 195,216.00
 City of Lubbock Amount: \$ 97,608.00
 County of Lubbock Amount: \$ 97,608.00

City Of Lubbock	\$ 97,608.00
<i>Lubbock Police Department</i> — \$ 97,608.00	
1. Equipment: Ballistic Shields	\$97,608.00

County Of Lubbock	\$ 97,608.00
<i>Lubbock Sheriff's Office</i> — \$ 80,048.15	
1. Equipment: ALERT Training Equipment	\$ 52,725.60
2. Equipment: Sniper Rifles	\$ 15,600.00
<i>Lubbock Criminal District Attorney's Office</i> — \$ 29,282.40	
1. Equipment: Mobile Infrastructure Upgrade & Maintenance	\$ 23,740.00
2. Equipment: Digital Video Processing	\$ 5,542.40



AI# 13219

Regular City Council Meeting

02/11/2025:

6. 1.

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Community Development & Services Board/Urban Renewal Agency Board of Commissioners.

Item Summary

Consider appointments to the Community Development & Services Board/Urban Renewal Agency Board of Commissioners.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.



AI# 13206

Regular City Council Meeting

02/11/2025:

6. 2.

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing publication of Notice of Intent to issue City of Lubbock, Texas General Obligation Bonds, not to exceed \$54,000,000, for the following 2022 Street Bond Projects: Upland Avenue: 4th Street to 19th Street, 114th Street from Frankford Avenue to Slide Road, 114th Street from Indiana Avenue to University Avenue, and Residential Unpaved Roadways East of I-27, and the following 2024 Street Bond Projects: Broadway from Avenue Q to Avenue E, University Avenue from 50th Street to Loop 289, Avenue P from 130th Street to 146th Street, 146th Street from University Avenue to Avenue P, and 146th Street from Slide Road to Quaker Avenue.

Item Summary

The General Obligation (GO) Bonds issued out of the voter-authorized \$200 million bond referendum that passed in November 2022 are for the following projects:

1. Upland Avenue - 4th Street to 19th Street
2. 114th Street - Frankford Avenue to Slide Road
3. 114th Street - Indiana Avenue to University Avenue
4. Residential Unpaved Roadways - East of I-27

The GO Bonds issued out of the voter-authorized \$103.4 million bond referendum that passed in November 2024 are for the following projects:

1. Broadway - Avenue Q to Avenue E
2. University Avenue - 50th Street to Loop 289
3. Avenue P - 130th Street to 146th Street
4. 146th Street - University Avenue to Avenue P
5. 146th Street - Slide Road to Quaker Avenue

Fiscal Impact

The total amount of the Project costs financed with the General Obligation Bonds will not exceed the \$54,000,000 total principal amount of one or more series of General Obligation Bonds. The annual debt service payments for the Bonds are budgeted through the annual operating budget process and are included in long-term financial planning and rate models.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Resolution

Exhibit A

A RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS GENERAL OBLIGATION BONDS

WHEREAS, the City of Lubbock, Texas (the "City"), pursuant to Chapter 1331, Texas Government Code, as amended, is authorized to issue its general obligation bonds (the "Bonds") for the purposes set forth in Exhibit A hereto; and

WHEREAS, the City Council of the City has found and determined that a notice of intention to issue the Bonds should be published in accordance with the requirements of applicable law and the City's charter; and

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

Section 1. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. The City Secretary of the City is hereby authorized and directed to publish a notice of intention to issue the Bonds, in substantially the form set forth in Exhibit A hereto (the "Bond Notice") incorporated herein by reference for all purposes. The Bond Notice shall be published once a week for a period of thirty (30) days prior to the date set forth in the Bond Notice for passage of the ordinance authorizing the Bonds. Such Bond Notice shall be published in a newspaper of general circulation in the area of the City.

Section 3. The Mayor, the City Manager, the Chief Financial Officer, the City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 4. This resolution shall take effect from and after the date of its passage.

(Signature page follows)

ADOPTED THIS 11th day of February 2025, by the City Council of the City of Lubbock, Texas.

CITY OF LUBBOCK, TEXAS

MARK MCBRAYER, Mayor

ATTEST:

COURTNEY PAZ, City Secretary

APPROVED AS TO CONTENT:



JOE JIMENEZ, Chief Financial Officer

APPROVED AS TO FORM:



JERRY V. KYLE, JR., Bond Counsel

Signature Page for Notice of Intent Resolution

Exhibit A

NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS
GENERAL OBLIGATION BONDS

NOTICE IS HEREBY GIVEN that on March 25, 2025, at 2:00 p.m. at a regular meeting of the City Council of the City of Lubbock, Texas, to be held in the City Council Chambers at Citizens Tower, 1314 Avenue K, Lubbock, Texas, the regular meeting place of the City Council, the City Council intends to pass one or more ordinances authorizing the issuance of not to exceed \$54,000,000 total principal amount of general obligation bonds, in one or more series (collectively, the "Bonds") to fund various public improvements. A complete description of the Bonds being authorized may be obtained from the Finance Department, City of Lubbock, 1314 Avenue K, Lubbock, Texas 79401; or from RBC Capital Markets, LLC, 200 Crescent Court, Suite 1500, Dallas Texas, 75201, Financial Advisors to the City.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Lubbock, Texas on February 11, 2025.



AI# 13124

Regular City Council Meeting

02/11/2025:

6.3.

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 3515, a request of Lubbock Habitat for Humanity, for a zone change from Medium Density Residential District (MDR) to Low Density Single-Family District (SF-2), at 1719, 1721, 1723, and 1725 21st Street, located south of 21st Street and east of Avenue S, McCrummen's Second Addition, Block 9, Lots 10, 11, 12, and 13, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on January 23, 2025, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3515

Staff Report 3515

Documentation 3515

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3515; A ZONING CHANGE FROM MDR TO SF-2 ZONING DISTRICT AT 1719, 1721, 1723, AND 1725 21ST STREET, LOCATED SOUTH OF 21ST STREET AND EAST OF AVENUE S, MCCRUMMEN'S SECOND ADDITION, BLOCK 9, LOTS 10, 11, 12, AND 13, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3515

SECTION 1. THAT Ordinance No. 2023-00054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **MDR** to **SF-2** zoning district at **1719, 1721, 1723, and 1725 21st Street, located south of 21st Street and east of Avenue S, McCrummen's Second Addition, Block 9, Lots 10, 11, 12, and 13, City of Lubbock, Lubbock County, Texas.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3515
January 23, 2025

Staff Report	Zone Case 3515
City Council Meeting	February 11, 2025

Applicant Lubbock Habitat for Humanity

Property Owner Lubbock Habitat for Humanity

Council District 1

Prior Board or Council Action

- February 8, 1921, Ordinance No. 197: The subject properties were annexed into city limits.
- March 13, 1941, Ordinance No. 661: The subject properties were zoned Two-Family District (B).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject properties were rezoned from Two-Family District (R-2) to Medium Density Residential District (MDR), with the adoption of the Unified Development Code.
- January 23, 2025, Zone Case 3515: The Planning and Zoning Commission recommended approval of a request for a zone change from MDR to Low Density Single-Family District (SF-2) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 73
- Received In Favor: 3
- Received In Opposition: 0

Site Conditions and History

The subject properties were platted on April 15, 1909 as McCrummen’s Second Addition, Block 9, Lots 10, 11, 12 and 13. Our earliest records show existing houses on each lot in 1947. By 2002 all structures were demolished and replaced by a parking lot.

Adjacent Property Development

The surrounding properties are zoned MDR to the west, south, and east, with Heavy Commercial District (HC) to the north. There is a self-storage facility to the north, and homes to the west, south, and east.

Zoning Request and Analysis

Item Summary

The subject properties are addressed as 1719, 1721, 1723, and 1725 21st Street, located south of 21st Street and east of Avenue S, McCrummen’s Second Addition, Block 9, Lots 10, 11, 12, and 13. The applicant is requesting a zone change from MDR to Low Density Single-Family District (SF-2).

Current zoning: Medium Density Residential District (MDR)

Requested zoning: Low Density Single-Family District (SF-2)

Intent Statements

The intent of the existing Medium Density Residential District (MDR) is “to provide for a village neighborhood environment of smaller-sized lots, to include dwellings such as duplexes, townhouses, and multiplexes.”

The intent of the Low Density Single-Family (SF-2) District is to provide for two types of residential subdivisions:

- A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.

- B. Cluster. Clustering of smaller-sized lots for dwellings with an increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resource protection.

Traffic Network/Infrastructure Impacts

The location is along 21st Street and Avenue S which are designated as Local Streets by the Master Thoroughfare Plan, 2018. Local Streets provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Low Density Residential land uses. The request conforms to this designation and would be appropriate, considering the existing adjacent zoning districts and land uses. Therefore, this request is in complete conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use.

Conclusion

Staff has no objection to the request.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and Supporting Documentation
- I. Notification Responses

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3515



Allowable Uses: [Low Density Single-Family District \(SF-2\)](#)

Transportation: The proposed development has points of access from Avenue S and 21st Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Avenue S, Local Street	R.O.W. 30 feet, 2 lane, undivided, paved.	R.O.W. 30 feet, 2 lane, undivided, paved.
21 st Street, Local Street	R.O.W. 30 feet, 2 lane, undivided, paved.	R.O.W. 30 feet, 2 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

3.1 **Zone Case 3515:** Lubbock Habitat for Humanity, request for a zone change from Medium Density Residential District (MDR) to Low Density Single-Family District (SF-2), at:

- 1719, 1721, 1723, and 1725 21st Street, located south of 21st Street and east of Avenue S, McCrummen's Second Addition, Block 9, Lots 10, 11, 12, and 13.

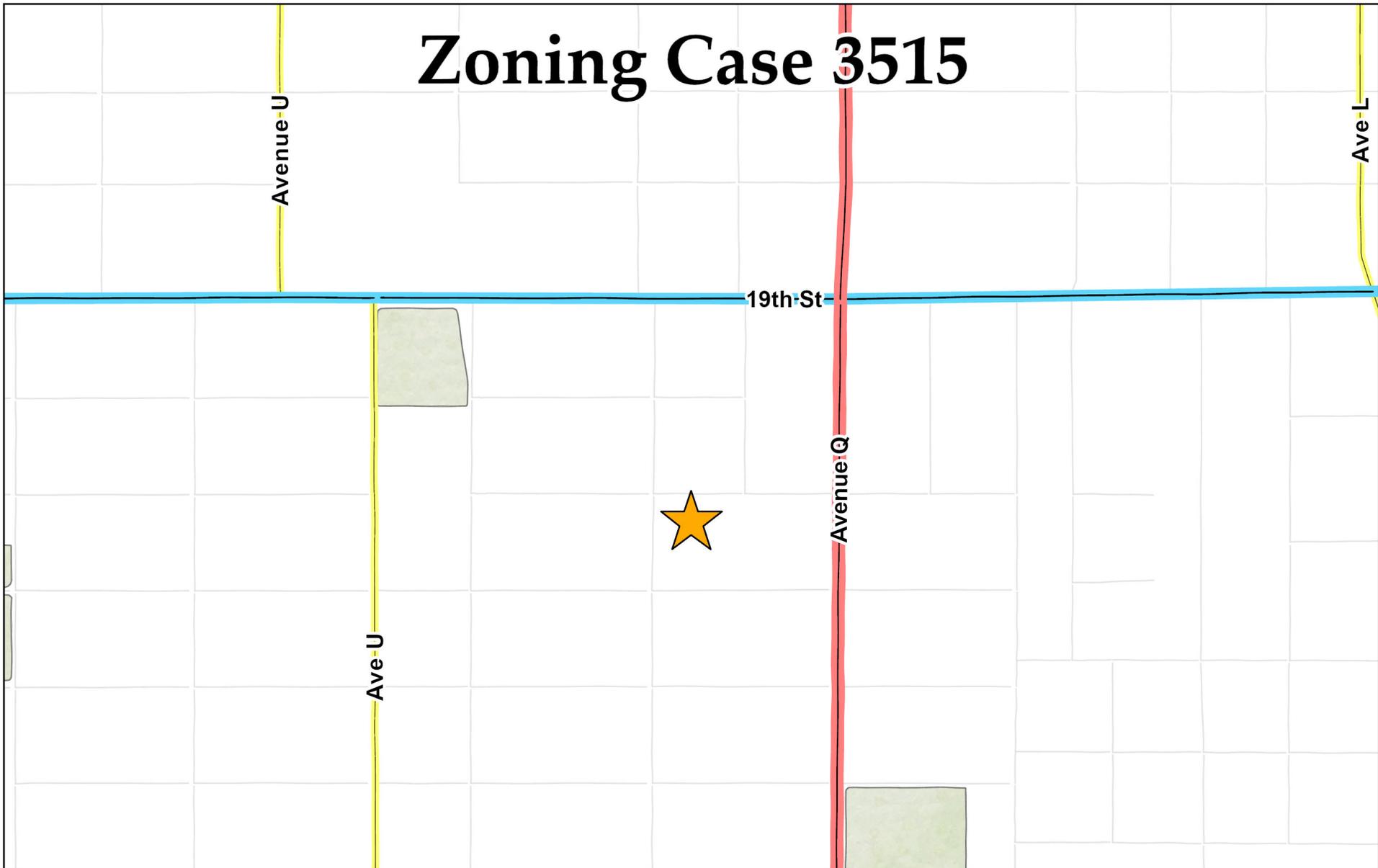
PLANNER SHANE SPENCER gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT CAMERON MADISON, with JDMA Architects, 2720 82nd Street, representing Habitat for Humanity, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3515**, a motion was made by **TANNER NOBLE** and seconded by **TERRI MORRIS** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

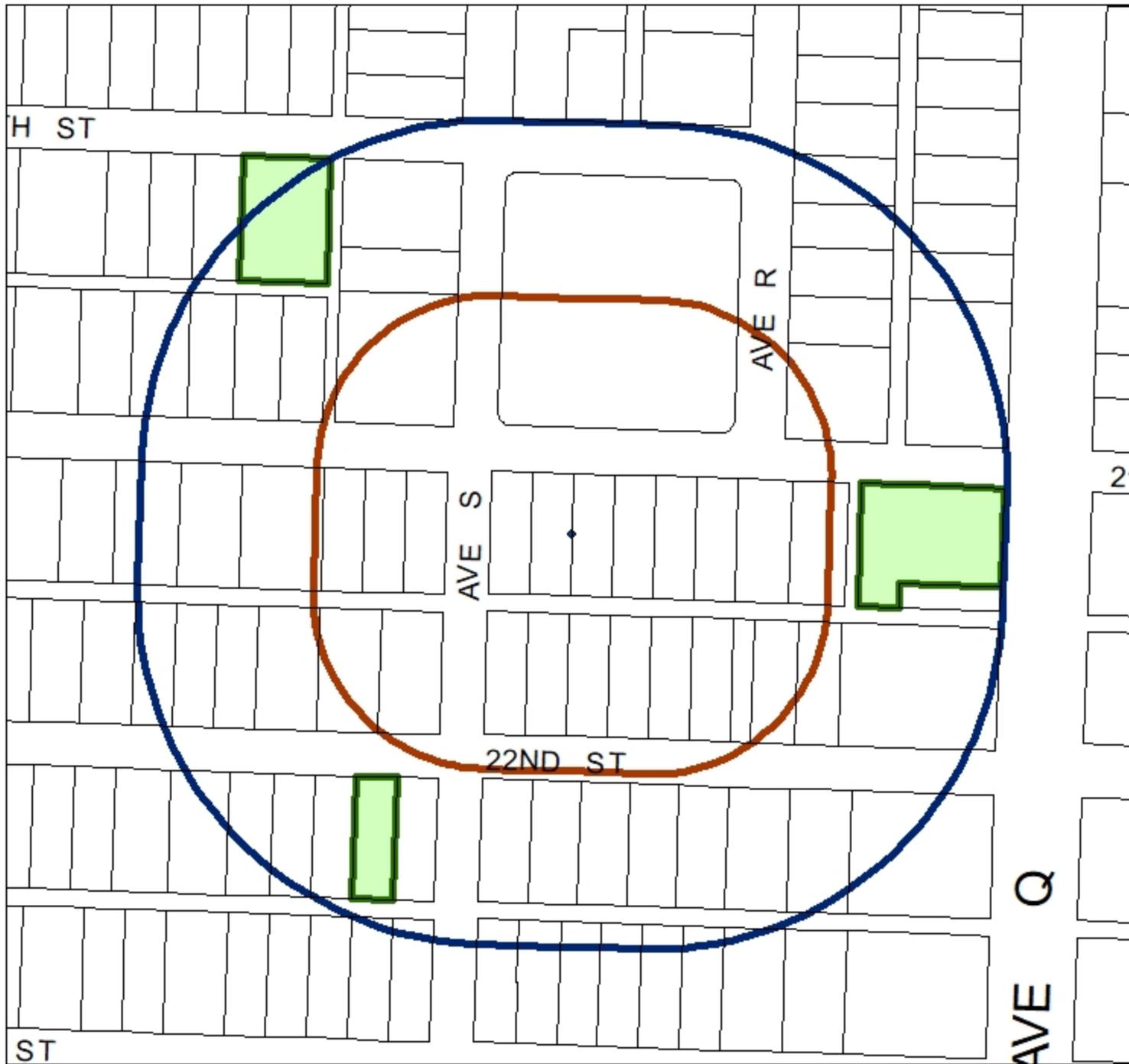
Zoning Case 3515



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



PZC Mailout Notifications Received



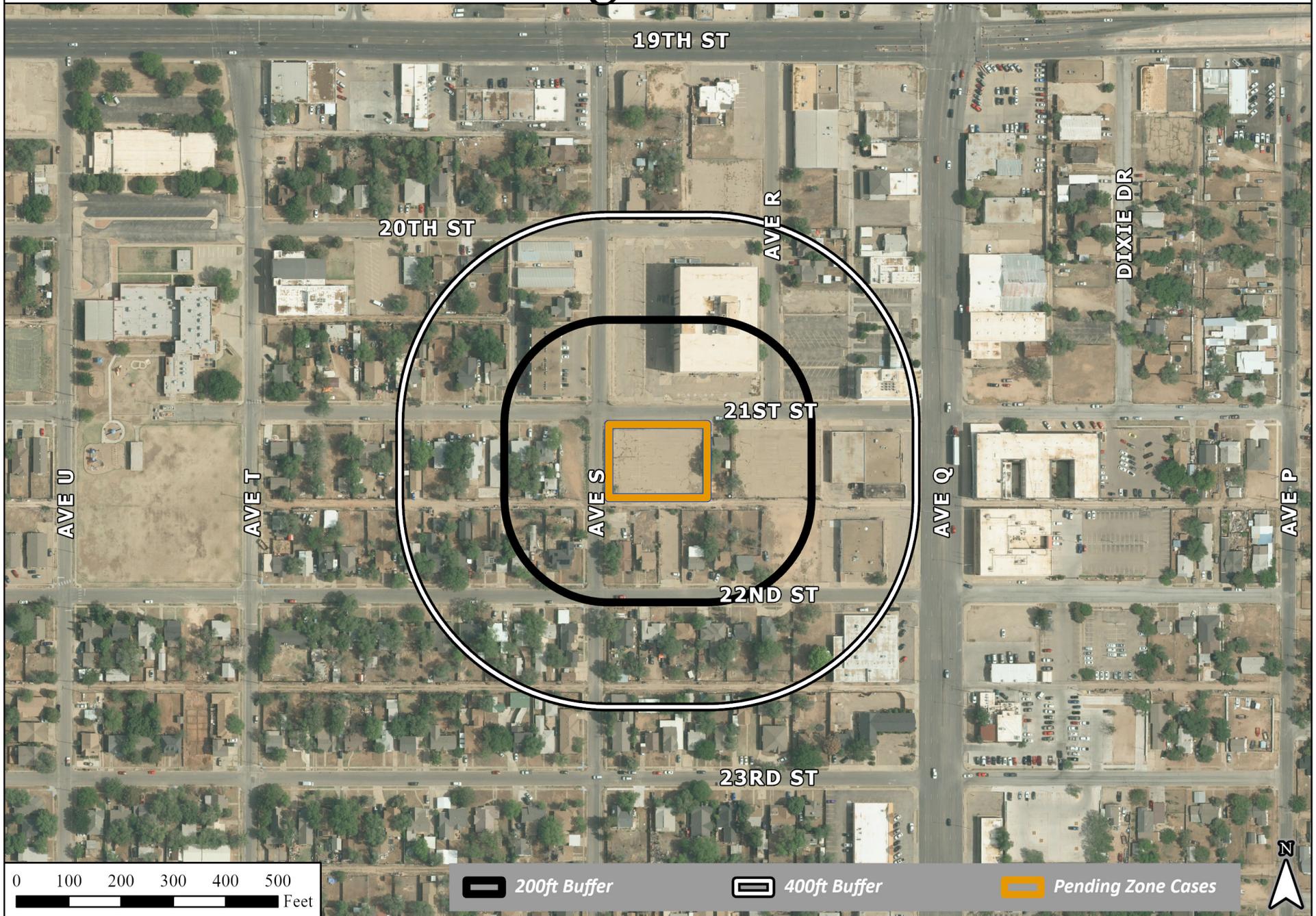
Legend

- ◆ LocatorPnt3515
- MailoutBuffer3515_200ft
- MailoutBuffer3515_400ft
- Notification Result**
 - In Favor
 - Opposed

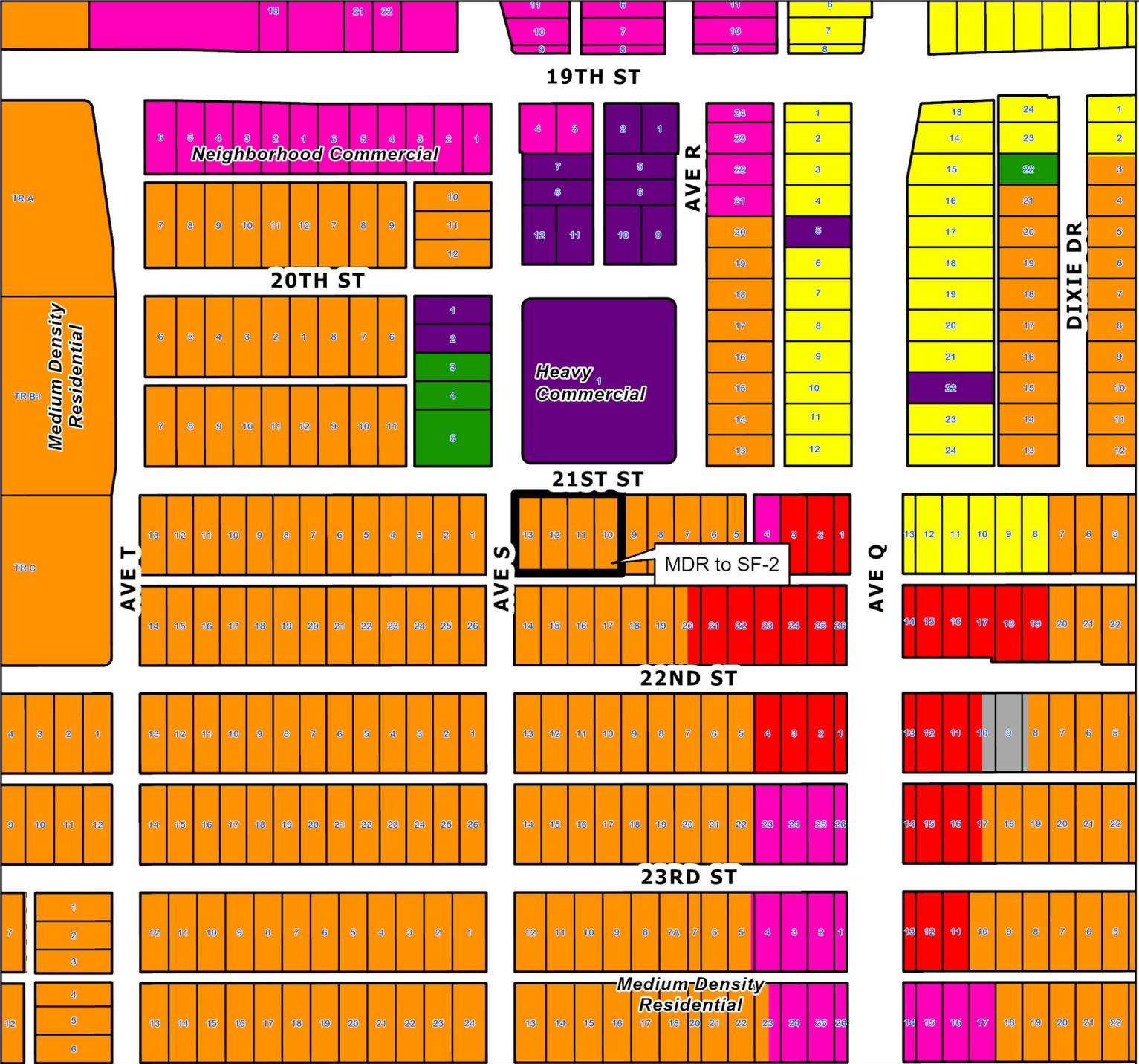
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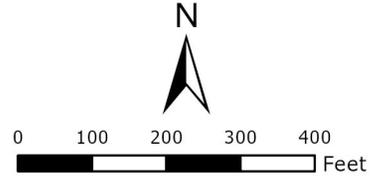
Zoning Case 3515



Current Zoning 3515



- Zoning Districts**
- Auto-Urban Commercial (AC)
 - Heavy Commercial (HC)
 - High Density Residential (HDR)
 - Light Industrial (LI)
 - Medium Density Residential (MDR)
 - General (MU-3)
 - Neighborhood Commercial (NC)





Future Land Use Plan Case 3515

- Commercial
- Mixed Use
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density



3515



View south. Subject property.



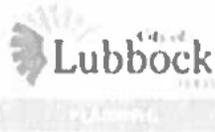
View north.



View east.



View west.



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: SOUTHEAST CORNER OF 21ST AND AVENUE S (HEART OF LUBBOCK DISTRICT)

Lots/Tracts: LOTS 10, 11, 12, 13 OF BLOCK 9 MCCRUMMENS SECOND ADDITION

Survey & Abstract: (SEE ATTACHED SHEETS)

Metes and Bounds Attached: Yes No Total Acreage of Request: 0.60 ACRES

Existing Land Use: PAVED PARKING LOT Existing Zoning: MEDIUM DENSITY RESIDENTIAL (MDR)

Requested Zoning: LOW DENSITY SINGLE FAMILY (SF 2)

If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Applicant's Signature: _____

Date: _____ Printed Name: _____

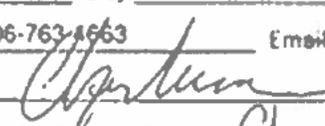
Owner Information

Firm Name: LUBBOCK HABITAT FOR HUMANITY

Owner: CHRISTY REEVES

Address: 3630 50TH STREET City: LUBBOCK State: TEXAS

ZIP Code: 79413 Telephone: 806-763-4663 Email: [REDACTED]

Property Owner's Signature: 

Date: 11-18-24 Printed Name: Christy Reeves

Preparer Information

Preparer's Signature: _____

Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Have you provided a written explanation of what you are asking for and why? You may attach the letter on a separate sheet of paper.

WE ARE REQUESTING A ZONING CHANGE FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO LOW DENSITY SINGLE FAMILY (SF2). THE TRACT WAS DONATED TO HABITAT FOR HUMANITY SPECIFICALLY TO BUILD AFFORDABLE HOUSING FOR DISABLED VETERANS. WE PLAN TO BUILD FIVE NEW TOWNHOMES FOR THIS PURPOSE, BUT THERE IS A REQUIREMENT WITHIN THE MDR ZONE THAT 5% OF THE PROPERTY SHALL BE DEDICATED TO COMMON OPEN SPACE. THIS REQUIREMENT CANNOT BE MET FOR THIS TYPE OF PROJECT SINCE IT IS NOT AN APARTMENT, H.O.A. OR ANY OTHER TYPE OF ASSOCIATION. IF APPROVED FOR THIS CHANGE, THE DEDICATED COMMON OPEN SPACE WOULD NOT BE REQUIRED FOR THE PROPOSED ZONE.

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

Deed without Warranty

Date: _____, 2023

Grantor: Lubbock Storage Conversion, L.L.C., a Delaware limited liability company

Grantor's Mailing Address:

2901 Butterfield Road
Oak Brook, Illinois 60523

Grantee: Lubbock Habitat For Humanity, Inc., a Texas corporation

Grantee's Mailing Address:

3630 50th Street
Lubbock, Texas 79413

Consideration:

One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

LOTS TEN (10), ELEVEN (11), TWELVE (12), and THIRTEEN (13), all in BLOCK NINE (9), McCrummen's Second Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 26, Page 60 of the Official Public Records of Lubbock County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

SUBJECT TO Lease Agreement dated January 21, 2021 by and between Lubbock GM Properties, LLC (Landlord) and New Cingular Wireless PCS, LLC (Tenant) as evidenced by Memorandum of Lease recorded in Document No. 2021003530 of the Official Public Records of Lubbock County, Texas.

SUBJECT TO Underground Electric Line Easement granted to the City of Lubbock in instrument of record in Volume 919, Page 33 of the Official Public Records of Lubbock County, Texas. (As to TRACT III only).

SUBJECT TO the following matters as shown on Survey performed January 10, 2022, and any subsequent revisions to same, by Brian Salter, Texas RPLS No. 5597, of CROSSROADS SURVEYING, LLC, under Job No. 202143545-1: power poles.

SUBJECT TO all leases, grants, exceptions, or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Official Public Records of Lubbock County, Texas.

SUBJECT TO any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

SUBJECT TO standby fees, taxes and assessments by any taxing authority for the year 2022 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

SUBJECT TO rights of tenants, if any, under any prior unrecorded and unexpired residential leases with no rights of first offer or refusal or options to purchase all or any portion of the Property.

Liens described as part of the Consideration and any other liens described in this Deed without Warranty (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 instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2023, 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 Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

This Deed shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Texas.

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

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of the date set forth in the acknowledgement below, but is effective as of the date first written above.

GRANTOR:

Lubbock Storage Conversion, L.L.C.,
a Delaware limited liability company

By: IPC Self-Storage Redevelopment Fund, L.L.C.,
a Delaware limited liability company,
its sole member

By: IPC Self-Storage Conversion Manager, L.L.C.,
a Delaware limited liability company,
its manager

By: Inland Private Capital Corporation,
a Delaware corporation,

its sole member

By: _____
Name: Joseph E. Binder
Title: Executive Vice President

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023, by Joseph E. Binder as the Executive Vice President of Inland Private Capital Corporation, a Delaware corporation, in its capacity as the sole member of IPC Self-Storage Conversion Manager, L.L.C., a Delaware limited liability company, in its capacity as the manager of IPC Self-Storage Redevelopment Fund, L.L.C., a Delaware limited liability company, in its capacity as the sole member of Lubbock Storage Conversion, L.L.C., a Delaware limited liability company.

Notary Public

AFTER RECORDING RETURN TO:

Lubbock Habitat For Humanity, Inc.
3630 50th Street
Lubbock, Texas 79413
Attn: Christy Reeves, Executive Director

(0139224 v1)

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the

zone change requested by:

P&Z Case No.: 3515

In Favor

Opposed

Reasons and/or Comments:

Print Name

DAVIS HUTTON INVESTMENTS, LLC

Signature:

[Handwritten Signature]

Address:

4014 110th St, Lubbock TX 79423

Address of Property Owned:

1903 22nd Street

Phone Number:

806 790 1682

Email:

[Redacted]

Zone Case Number: **3515**

R109673

Recipient 41 of 73

DAVIS HUTTON INVESTMENTS LLC

4014 110TH ST

LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** **3515**

In Favor
Opposed

Reasons and/or Comments:

Print Name Donny L Goodpasture Eva J Goodpasture
Signature: Donny L Goodpasture Eva J Goodpasture
Address: 4002 16th St. Apt. 4408 Lubbock TX 79416
Address of Property Owned: 2102 Ave Q
Phone Number: 806-789-2120
Email: [REDACTED]

Zone Case Number: **3515** R108162 Recipient 10 of 73
GOODPASTURE DONNY L & EVA J
4002 16th ST APT 4408
LUBBOCK TX 79416-6058



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3515**

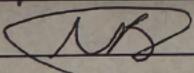
In Favor

Opposed

Reasons and/or Comments:

Development like this will help improve property values. Hopefully with better zoning like this, we can cut down on the homeless drug addicts which plague this side of town. You need to kick those fools out of the storage units they inhabit on 20th street.

Print Name NATHAN BREWER

Signature: 

Address: 1612 W. OLIVE AVE, FULLERTON, CA 92833

Address of Property Owned: 1909 W. 20th St., Lubbock, TX

Phone Number: 714-318-6688

Email: [REDACTED]

Zone Case Number: **3515**

R60015

Recipient 12 of 73

BREWER NATHAN & MELISSA

1612 W OLIVE AVE

FULLERTON CA 92833



AI# 13125

Regular City Council Meeting

02/11/2025:

6.4.

Information

Agenda Item

Public Hearing - Planning (District 2): Consider a request for Zone Case 1635-B, a request of Mr. T's Auto Sales, LLC, for a zone change from Medium Density Residential District (MDR) to Heavy Commercial District (HC), at 4412 Avenue Q, located north of 45th Street and west of Avenue Q, Syfrett Addition, Block 5, Lot 2A, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on January 23, 2025, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 1635-B

Staff Report 1635-B

Documentation 1635-B

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1635-B; A ZONING CHANGE FROM MDR TO HC ZONING DISTRICT AT 4412 AVENUE Q, LOCATED NORTH OF 45TH STREET AND WEST OF AVENUE Q, SYFRETT ADDITION, BLOCK 5, LOT 2A, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 1635-B

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **MDR** to **HC** zoning district at **4412 Avenue Q, located north of 45th Street and west of Avenue Q, Syfrett Addition, Block 5, Lot 2A, City of Lubbock, Lubbock County, Texas.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

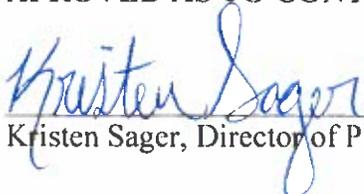
Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1635-B
January 23, 2025

Staff Report	Zone Case 1635-B
City Council Meeting	February 11, 2025

Applicant Mr T’s Auto Sales, LLC

Property Owner Mr T’s Auto Sales, LLC

Council District 2

Prior Board or Council Action

- December 15, 1949, Ordinance No. 948: The subject property was annexed into city limits and zoned Single-Family District (R-1).
- May 22, 1952, Zone Case 0355, Ordinance No.1216: The subject property was rezoned from R-1 to Two-Family District (R-2).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from R-2 to Medium Density Residential District (MDR) with the adoption of the Unified Development Code.
- January 23, 2025, Zone Case 1635-B: The Planning and Zoning Commission recommended approval of a zone change from MDR to HC by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 47
- Received In Favor: 1
- Received In Opposition: 2

Site Conditions and History

The subject property is addressed as 4412 Avenue Q. The property was platted as Syfrett Addition, Block 5, Lot 2A on October 17, 1959 and is currently developed with a storage building.

Adjacent Property Development

The properties to the west and north are developed with duplexes and single-family homes, while a church is located to the south, all zoned as MDR. To the east, the area is developed with a mix of commercial properties zoned as Heavy Commercial District (HC).

Zoning Request and Analysis

Item Summary

The subject property is addressed as 4412 Avenue Q, located north of 45th Street and west of Avenue Q. The applicant requests a zone change from Medium Density Residential District (MDR) to Heavy Commercial District (HC).

Current zoning: Medium Density Residential District (MDR)

Requested zoning: Heavy Commercial District (HC)

Intent Statements

The purpose of the current MDR zoning is “to provide for a village neighborhood environment of smaller-sized lots, to include dwellings such as duplexes, townhouses, and multiplexes.”

The intent of the requested HC zoning is “to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise.”

Traffic Network/Infrastructure Impacts

The property is located north of 45th Street, which is designated as a local street and west of Avenue Q which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Local Streets typically provide access to smaller, destination oriented areas. Principal Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Commercial land uses. The proposed zone change to HC is in conformance with this designation and is appropriate at this location, being adjacent to existing HC zoning.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed zoning of HC district, as it would not change the characteristics of the existing neighborhood.

Conclusion

Staff has no objection to the request.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and Supporting Documentation
- I. Notification Responses

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 1635-B



Allowable Uses: [Heavy Commercial District \(HC\)](#)

Transportation: The proposed development has points of access from 45th Street and Avenue Q.

Thoroughfare	Existing	Per Thoroughfare Development Plan
45 th Street, <i>Local Street, Complete</i>	R.O.W. 48 feet, two-lane, undivided, paved	R.O.W. 48 feet, two-lane, undivided, paved
Avenue Q, <i>Principal Arterial, Complete</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 2

3.2 **Zone Case 1635-B:** Mr. T's Auto Sales, LLC, request for a zone change from Medium Density Residential District (MDR) to Heavy Commercial District (HC), at:

- 4412 Avenue Q, located north of 45th Street and west of Avenue Q, Syfrett Addition, Block 5, Lot 2A.

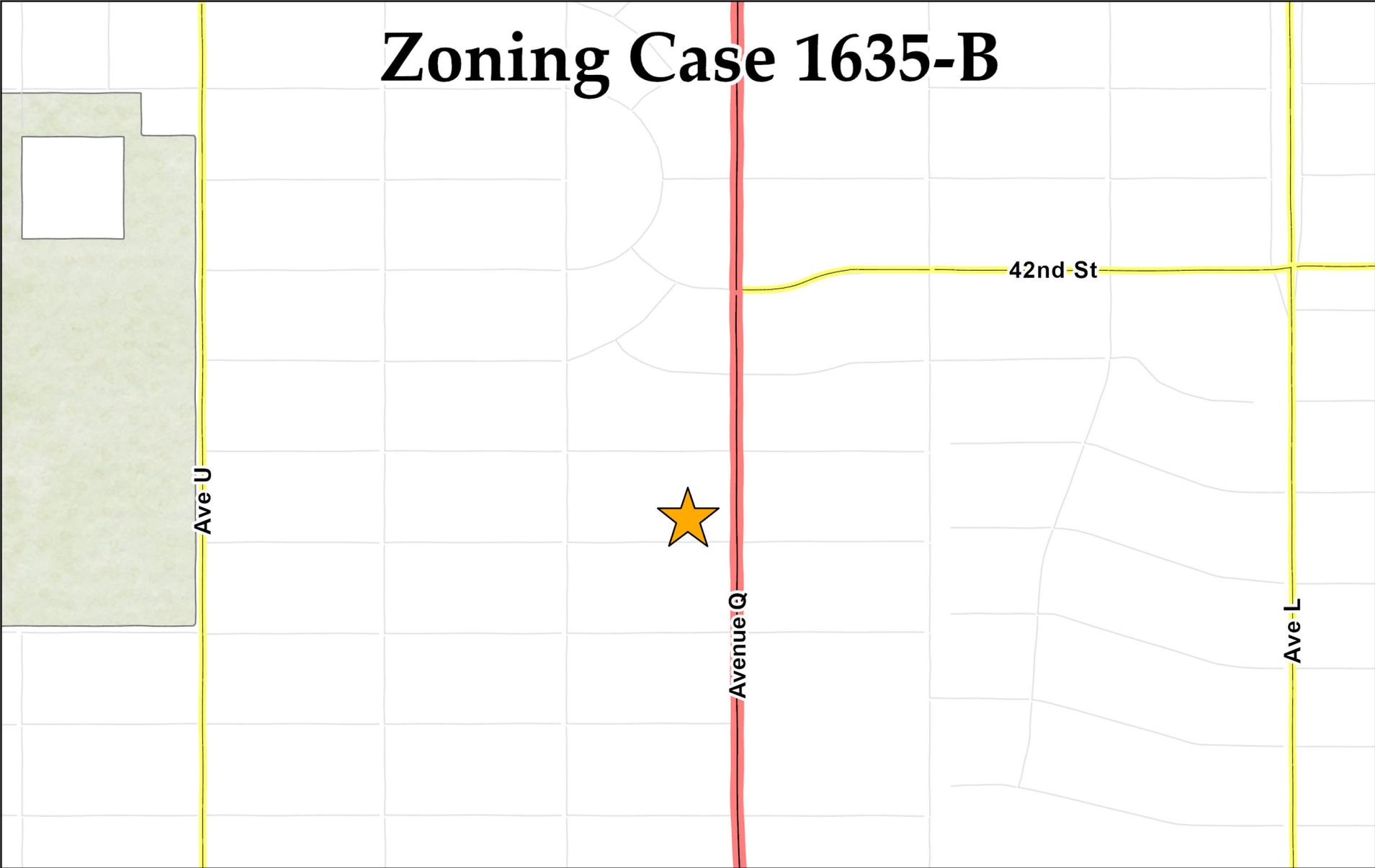
PLANNER CASSIE BERMEA gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT TODD POOL, 4412 Avenue Q, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 1635-B**, a motion was made **BRANDON HARDAWAY** and seconded by **TAREK REDWAN** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 1635-B



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

- Partial
- Future

Principal Arterial

- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop

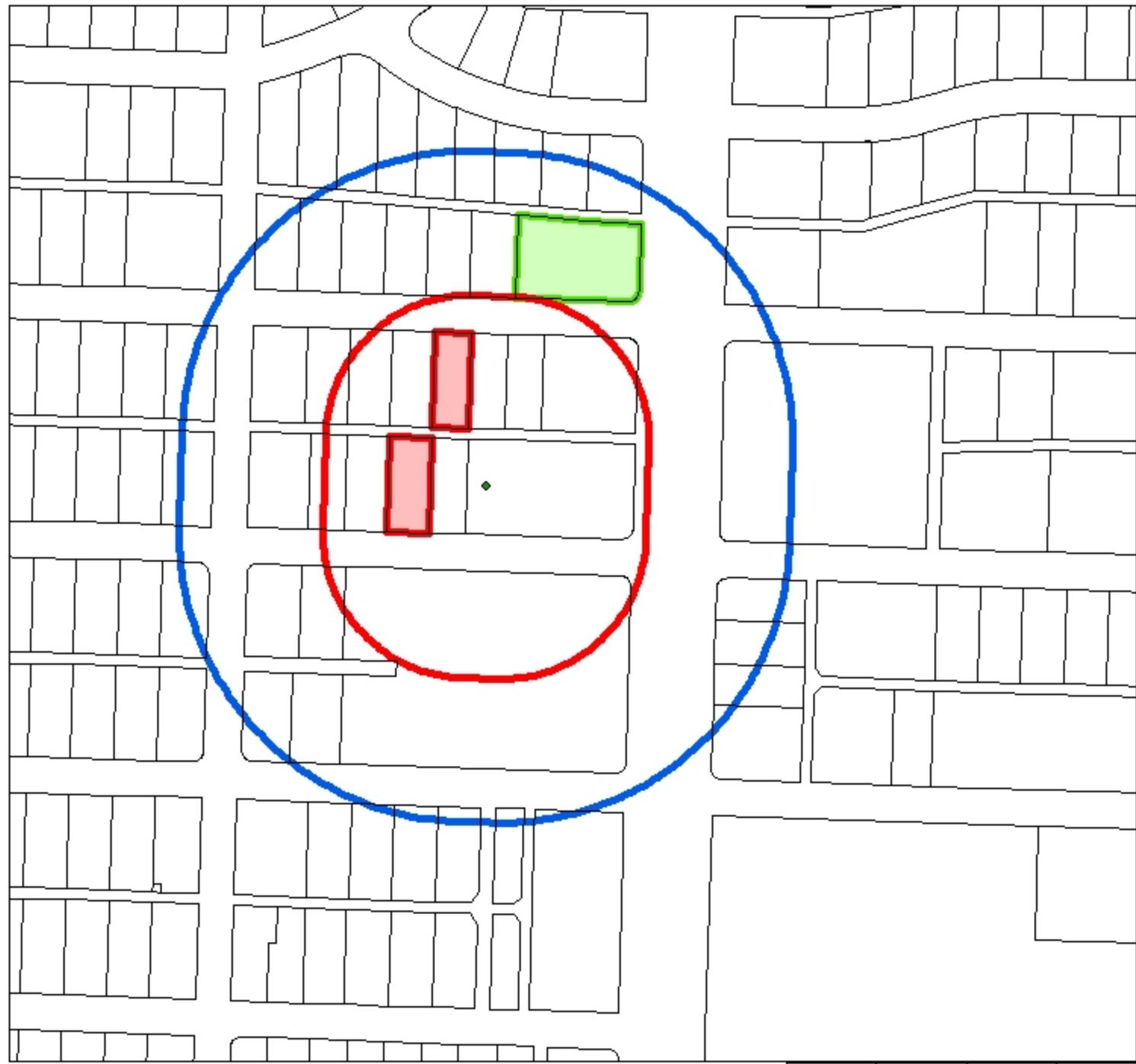


PZC Mailout Notifications Received



Legend

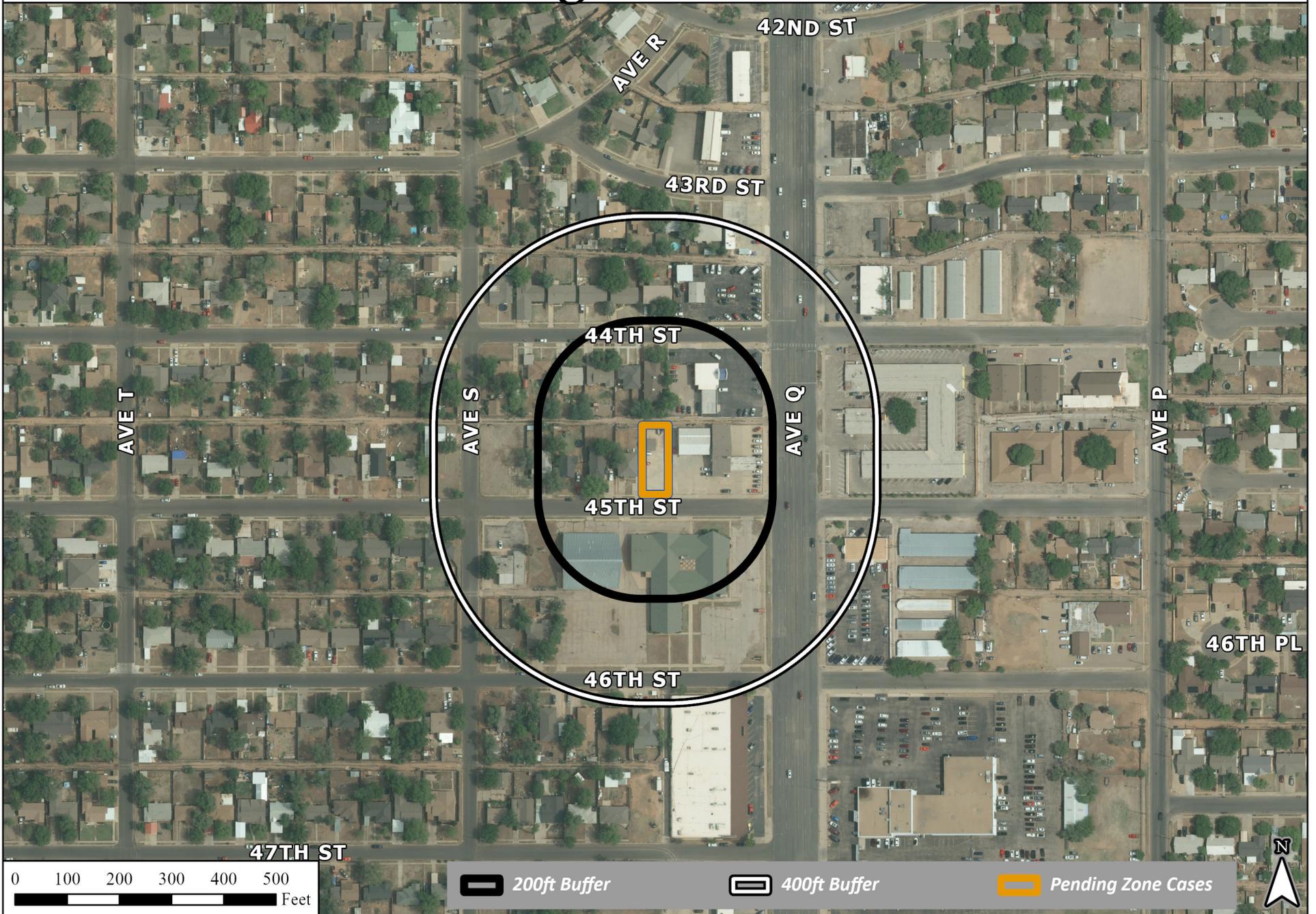
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- ### Notification Result
-  In Favor
 -  No Feedback
 -  Opposed



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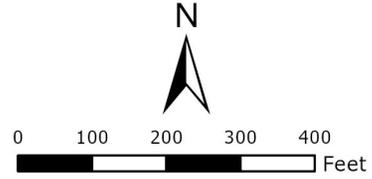
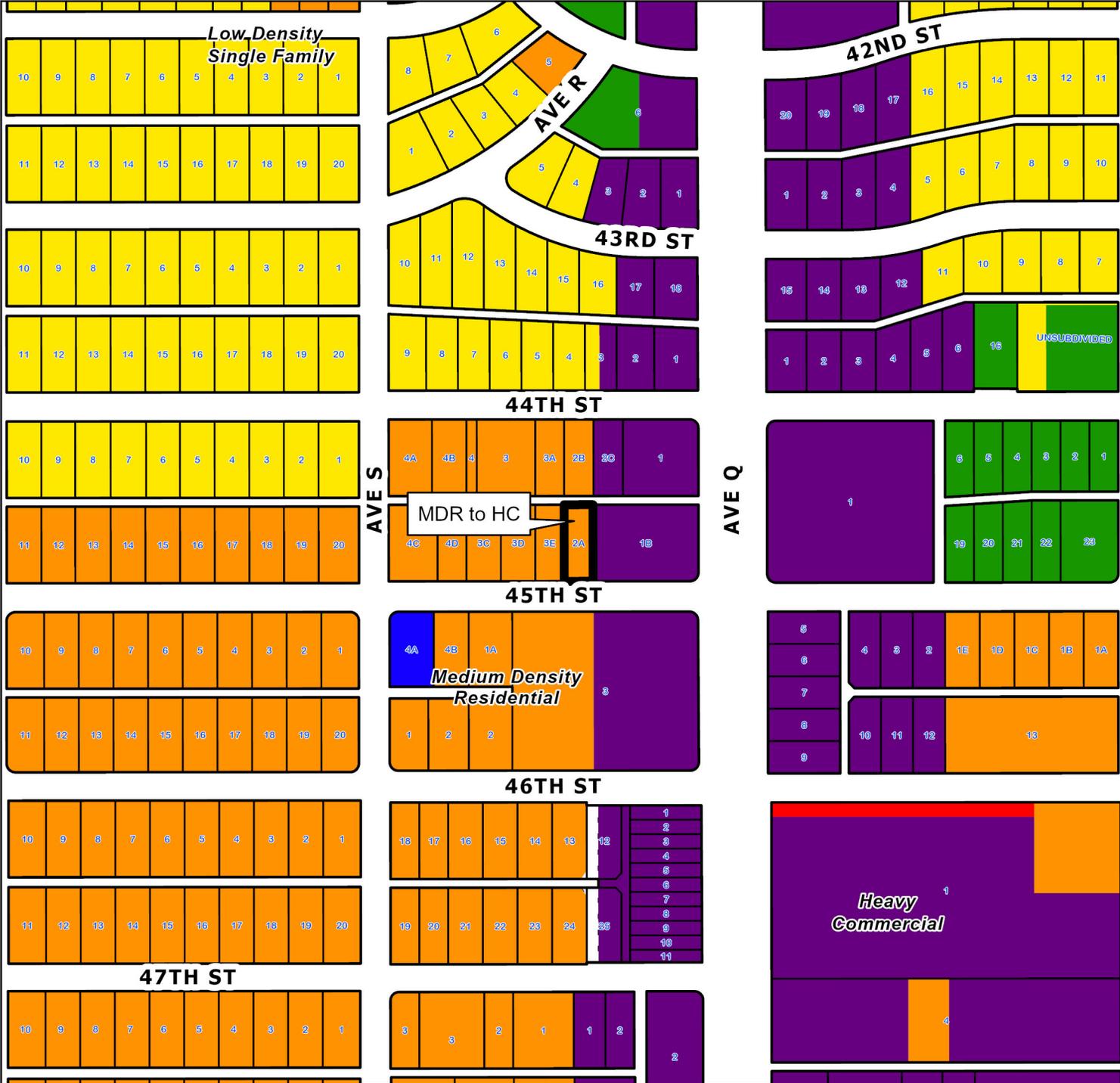
Zoning Case 1635-B



Current Zoning 1635-B

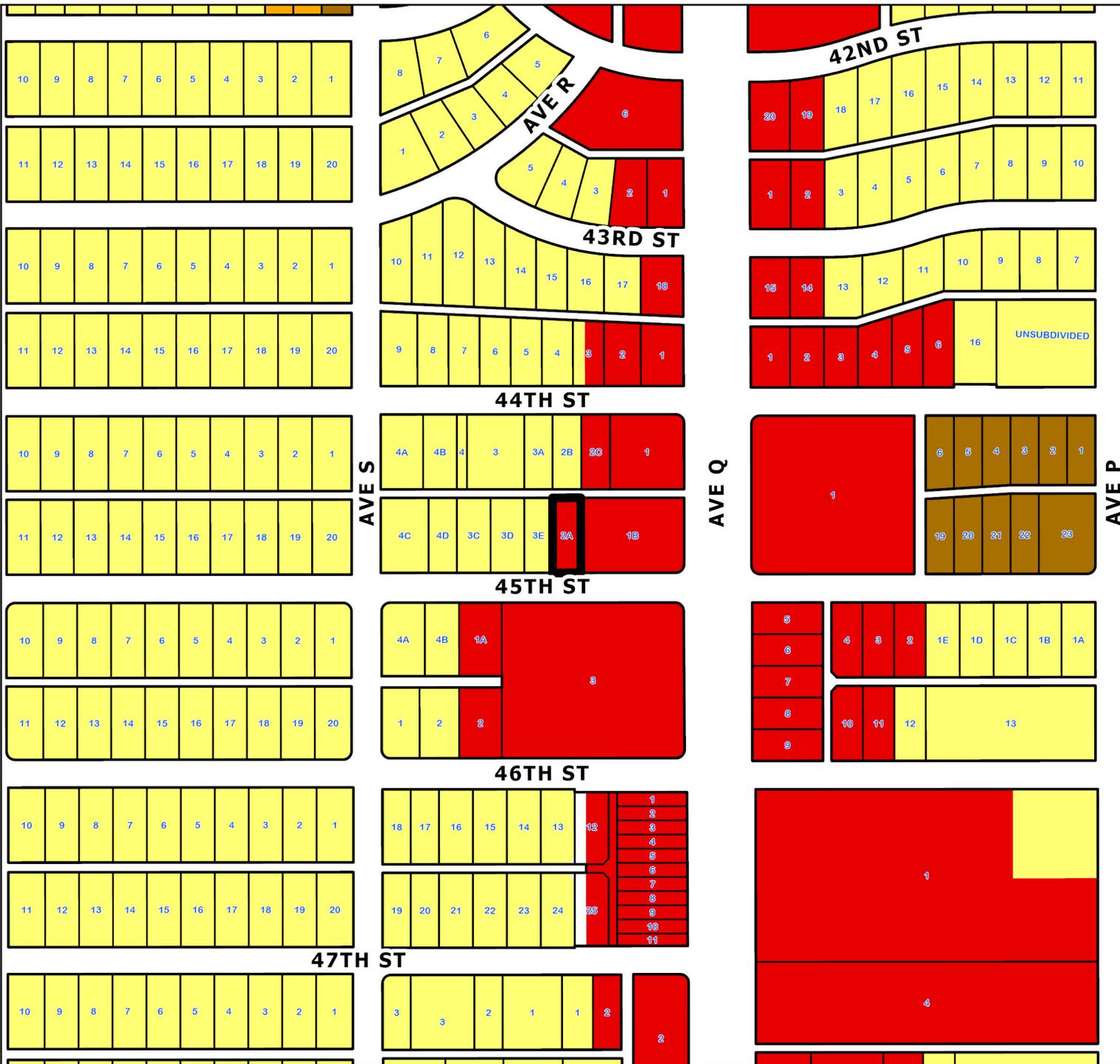
Zoning Districts

- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- High Density Residential (HDR)
- Medium Density Residential (MDR)
- Office (OF)
- Low Density Single Family (SF-2)



Future Land Use Plan Case 1635-B

- Commercial
- Residential Low Density
- Residential Medium Density
- Residential High Density





East View



South View



West View.



North View.—Subject Property

1635-B











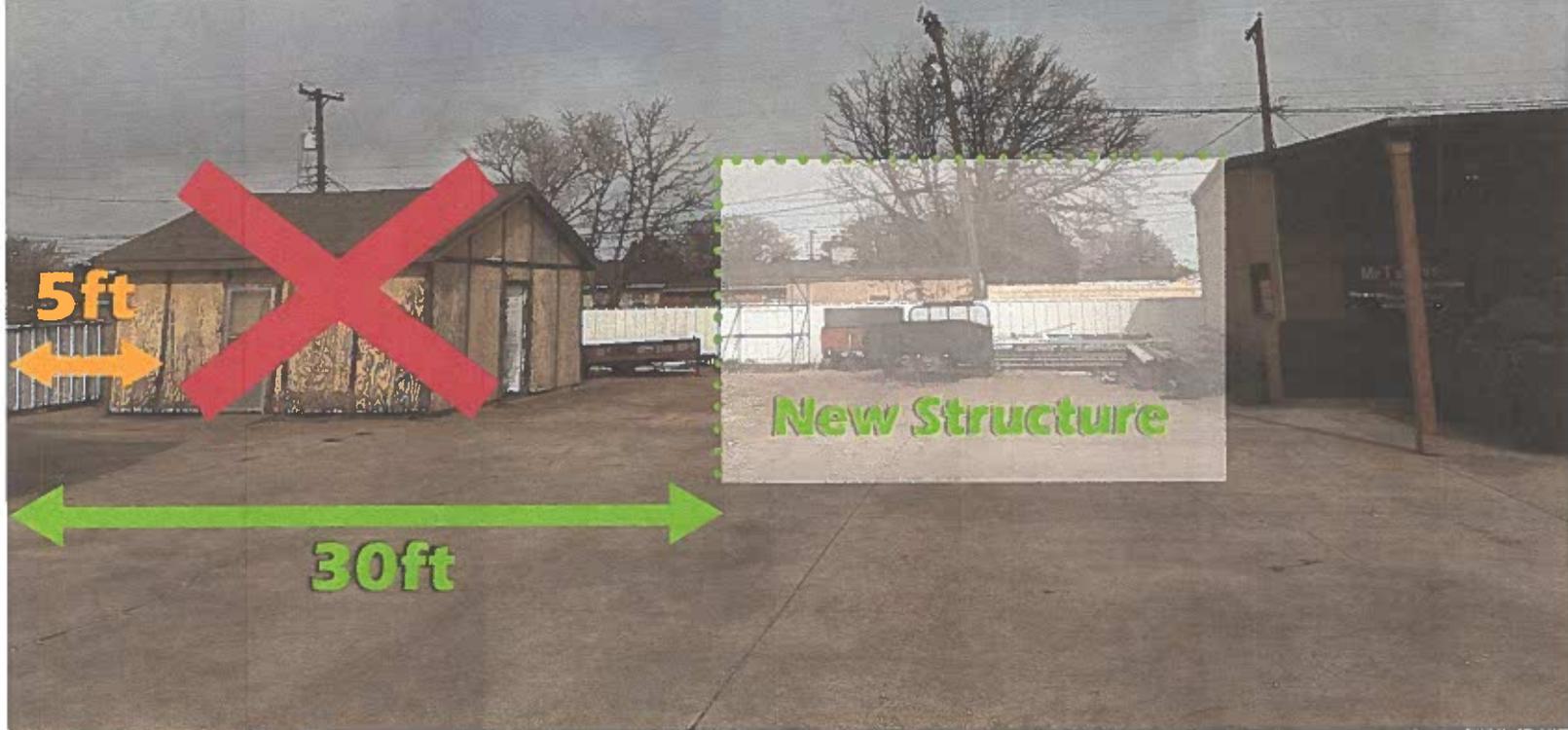
A small, gabled building with a dark roof, completely covered in plywood siding. It has two white doors on the front side.

A larger, dark-colored metal building with a sign that reads "Mr. T's" and "744" above a dark car parked inside. The sign also includes the text "WESTERN CO. WOODS".

A long, low metal fence or wall running across the middle ground, with various items like a red trailer and a black utility vehicle parked in front of it.

Mr. T's
744
WESTERN CO. WOODS

IMPROVEMENT PLAN





Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 4412 Ave 9

Lots/Tracts:

Survey & Abstract:

Metes and Bounds Attached: Yes [] No [] Total Acreage of Request:

Existing Land Use: MDR Existing Zoning: HC

Requested Zoning: Merge two property districts together to add on to carlot
If property is not subdivided, will a preliminary plat be submitted? Yes [] No []

Representative/Agent Information (if different from owner)

Firm Name:

Name:

Address: City: State:

ZIP Code: Telephone: Email:

Applicant's Signature:

Date: Printed Name:

Owner Information

Firm Name: Mr. T's Jute's

Owner: Todd Pool

Address: 4412 Ave 9 City: Lubbock State: TX

ZIP Code: 79412 Telephone: (806) 784-8508 Email: [Redacted]

Property Owner's Signature: [Signature]

Date: 11/1/24 Printed Name: Todd Pool

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mvlubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1635-B**

In Favor

Opposed

Reasons and/or Comments:

Print Name Charles Bolton
Signature: Charles Bolton
Address: 1316 54th
Address of Property Owned: 4320 - ave P
Phone Number: 806 535 3513
Email: [REDACTED]

Zone Case Number: **1635-B** R49143 Recipient 36 of 47
BOLTON, CHARLES
PO BOX 3176
LUBBOCK TX 79452-3176

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1635-B**

In Favor

Opposed

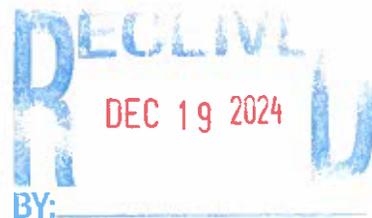
Reasons and/or Comments:

I believe that this not the place for bigger commercial. This is a residential area and if they need bigger, go somewhere else.

Print Name Jesse Gonzales
Signature: Jesse Gonzales
Address: 2307-91st Lubbock TX 79423
Address of Property Owned: 1713-44th Lubbock TX
Phone Number: 806-790-1439
Email: [REDACTED]

Zone Case Number: **1635-B** R125074
1713 44TH DUPL
c/o FIFTY SECOND HOLDING 2307 91ST ST
LUBBOCK TX 79423

Recipient 8 of 47



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1635-B**

In Favor

Opposed

Reasons and/or Comments:

Print Name Robert Lane
Signature: [Handwritten Signature]
Address: 10915 W 85th Pl Arvada, CO 80005
Address of Property Owned: ~~10915~~ 1712 45th St. Lubbock, TX
Phone Number: 512-775-9645
Email: [Redacted]

Zone Case Number: **1635-B**

R125252

Recipient 18 of 47

NDTCO

FBO ROBERT LANE IRA

10915 W. 85th PL

ARVADA

CO 80005



AI# 13126

Regular City Council Meeting

02/11/2025:

6. 5.

Information

Agenda Item

Public Hearing - Planning (District 6): Consider a request for Zone Case 2538-OO, a request of Mountain Top Engineering for Yolanda Vargas, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 2210 Research Boulevard, located south of 19th Street and west of Research Boulevard, on approximately 4.11 acres of unplatted land out of Block D-6, Section 5, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on January 23, 2025, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2538-OO

Staff Report 2538-OO

Documentation 2538-OO

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2538-OO; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT AT 2210 RESEARCH BOULEVARD, LOCATED SOUTH OF 19TH STREET AND WEST OF RESEARCH BOULEVARD, ON APPROXIMATELY 4.11 ACRES OF UNPLATTED LAND OUT OF BLOCK D-6, SECTION 5, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2538-OO

SECTION 1. THAT Ordinance No. 2023-00054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2** to **HC** zoning district at **2210 Research Boulevard, located south of 19th Street and west of Research Boulevard, on approximately 4.11 acres of unplatted land out of Block D-6, Section 5, City of Lubbock, Lubbock County, Texas,** and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2538-00
January 23, 2025

ABACUS

ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

FIELD NOTES on a 4.11 acre tract out of Northeast Quarter (NE/4) of Section 5, Block D-6, Abstract 107, Brooks and Burleson Survey, Lubbock County, Texas and being further described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod with blue cap (Stevens) in the West line of Research Boulevard for the Southeast corner of Tract A, Double B Addition and the Northeast corner of this tract, said rod having Texas North Central Zone Coordinates of North: 7273882.05, East: 894600.98 (NAD 83 as determined by the HxGN Smartnet Network), from which by plat calls the Northeast corner of Section 5 bears N 00°01'52" W, 1089.58 feet and N 89° 57' 22" E, 40.00 feet;

THENCE S 01°58'09" W (Texas North Central Zone Bearing Basis), along the West line of Research Boulevard, 388.26 feet to a 1/2" iron rod with green cap marked RPLS 4460 for the Southeast corner of this tract;

THENCE N 70°19'58" W, a distance of 650.84 feet to a point in the Lubbock City Limits line for the Southwest corner of this tract;

THENCE N 01°58'09" E, with the said City Limits line, a distance of 189.42 feet to the Northwest corner of this tract;

THENCE S 88°07'20" E, with the South line of Tract A, Double B Addition, 620.04 feet to the PLACE of BEGINNING and containing 4.11 acres.

A handwritten signature in blue ink, appearing to read "Jonathan M. Cieszinski".

These Notes are based on a survey made on the ground and shown on a plat of survey of a 4.725 acre of even date herewith
Jonathan M. Cieszinski, RPLS 4460
November 16, 2024



Staff Report	Zone Case 2538-00
City Council Meeting	February 11, 2025

Applicant Mountain Top Engineering

Property Owner Yolanda Vargas

Council District 6

Prior Board or Council Action

- September 27, 1984, Ordinance No. 8660: The subject property was annexed into city limits and zoned Transition District (T).
- October 10, 1985, Zone Case 2538, Ordinance No.8827: The subject properties were rezoned from T to Single-Family District (R-1).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from R-1 to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- January 23, 2025, Zone Case 2538-OO: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to Heavy Commercial District (HC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 22
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property is addressed as 2210 Research Boulevard and consists of approximately 4.11 acres of undeveloped, unplatted land out of Block D-6, Section 5.

Adjacent Property Development

The property to the north is developed as commercial warehousing, zoned Light Industrial District (LI). The properties to the east are developed as a mobile home park, zoned SF-2. The property to the south is developed with the Western Railway, zoned SF-2. The properties to the west are undeveloped, outside city limits.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 2210 Research Boulevard, located south of 19th Street and west of Research Boulevard, on approximately 4.11 acres of unplatted land out of Block D-6, Section 5. The applicant requests a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC).

Current zoning: Low Density Single-Family District (SF-2)

Requested zoning: Heavy Commercial District (HC)

Intent Statements

The purpose of the current SF-2 zoning district is to provide for two types of residential subdivisions:

- Conventional.* Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.
- Cluster.* Clustering of smaller-sized lots for dwellings with an increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the

district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resource protection.

The intent of the requested HC zoning is “to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise. The district should be located away from residential areas or, if unavoidable, should be heavily buffered.”

Traffic Network/Infrastructure Impacts

The property is located south of 19th Street, which is designated as a Principal Arterial and west of Research Boulevard, which is designated as a Future Principal Arterial (Modified) by the Master Thoroughfare Plan, 2018. Principal Arterials (Modified) provide connectivity across the transportation network serving high volume needs of local and regional traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Mixed Use development. While this request does not conform to this designation, it would be appropriate along the Western Railway.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed district, as it would not change the characteristics of the existing neighborhood.

Conclusion

Staff has no objection to the request.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and Supporting Documentation

Staff Contacts

Victoria Lewelling
Planner
Planning Department
806-775-2021
vwelling@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2538-00



Allowable Uses: [Heavy Commercial District \(HC\)](#)

Transportation: The proposed development has an access point from Research Boulevard.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Research Boulevard, <i>Future Principal Arterial (Modified), Future</i>	R.O.W. 80 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

3.3 **Zone Case 2538-00:** Mountain Top Engineering for Yolanda Vargas, request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- 2210 Research Boulevard, located south of 19th Street and west of Research Boulevard, on approximately 4.11 acres of unplatted land out of Block D-6, Section 5.

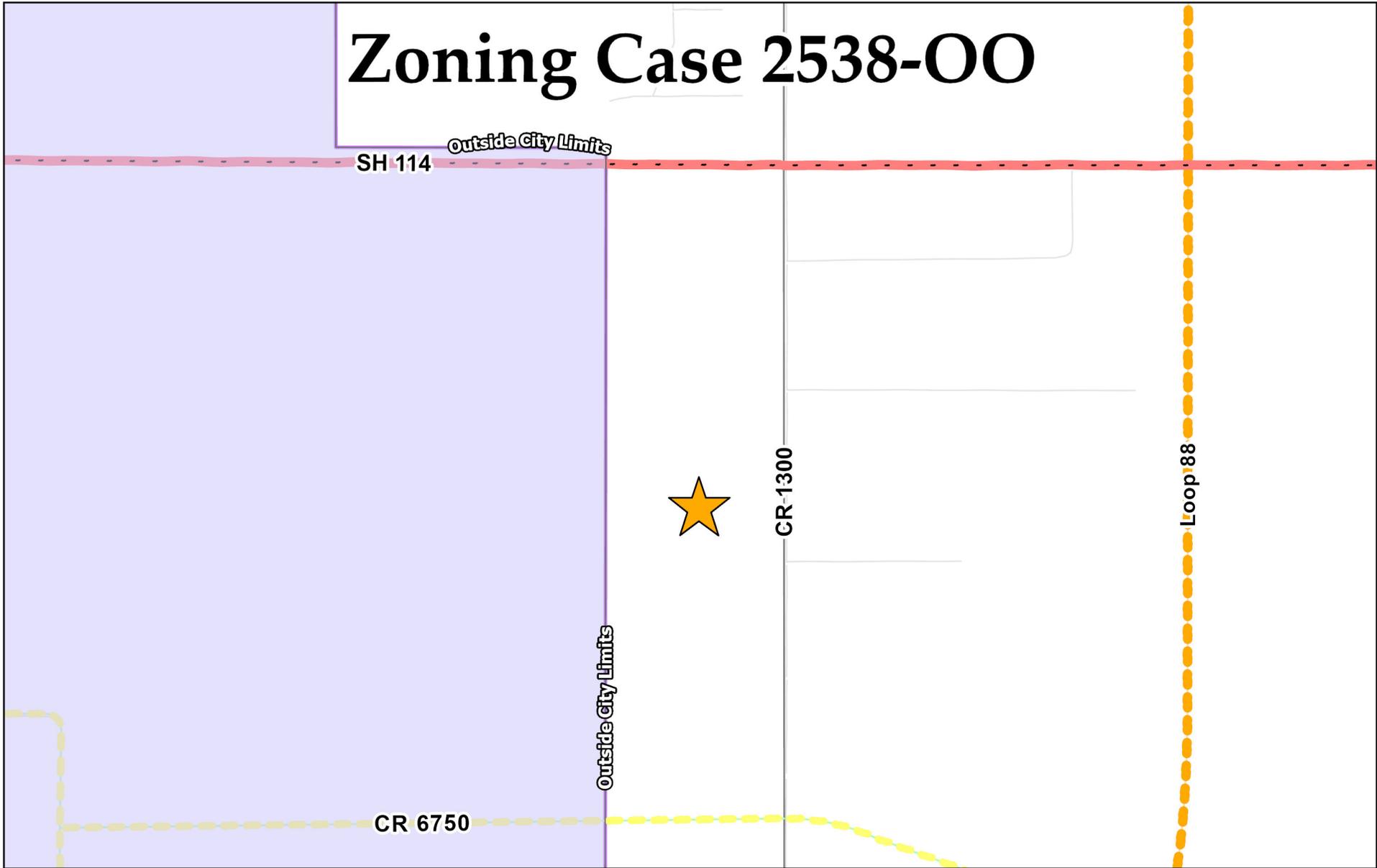
PLANNER VICTORIA LEWELLING gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT ADAM NIXON, with Mountain Top Engineering, 604 County Road 7200, discussed the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 2538-00**, a motion was made by **BRANDON HARDAWAY** and seconded by **TERRI MORRIS** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 2538-00



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

- Partial
- Future

Principal Arterial

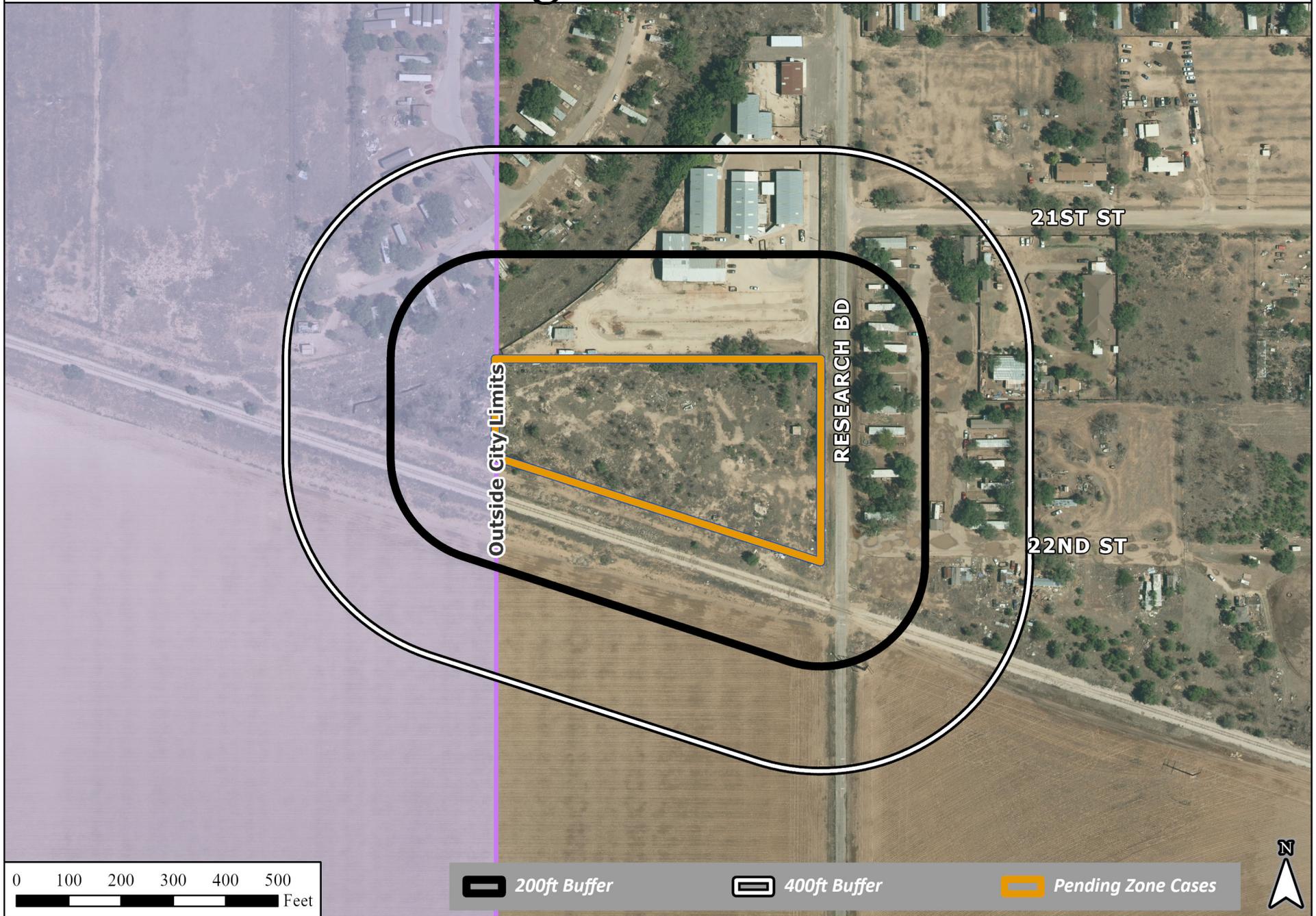
- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop



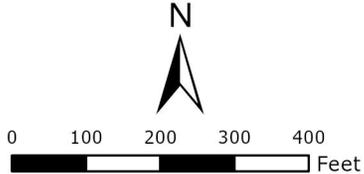
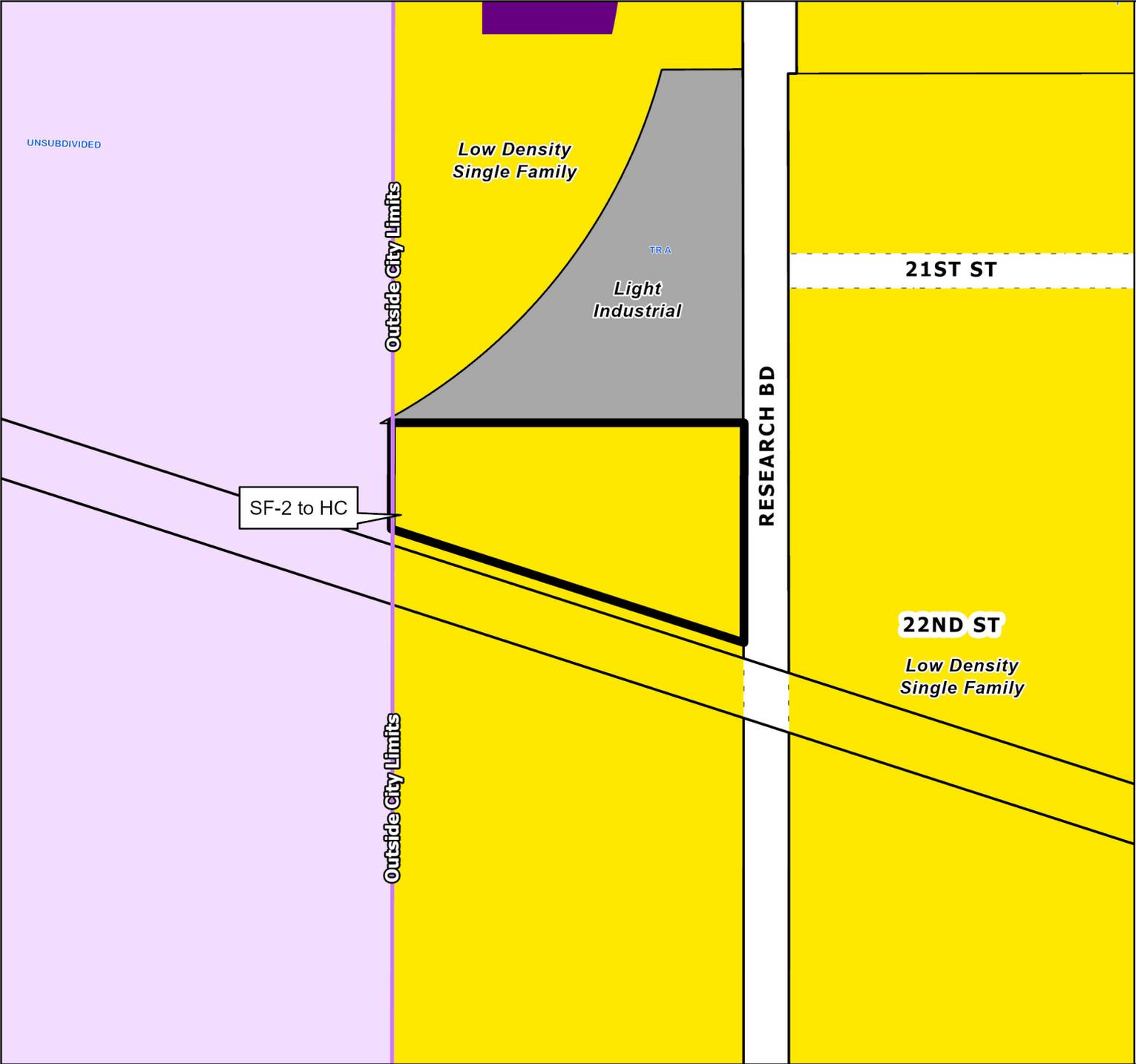
Zoning Case 2538-00

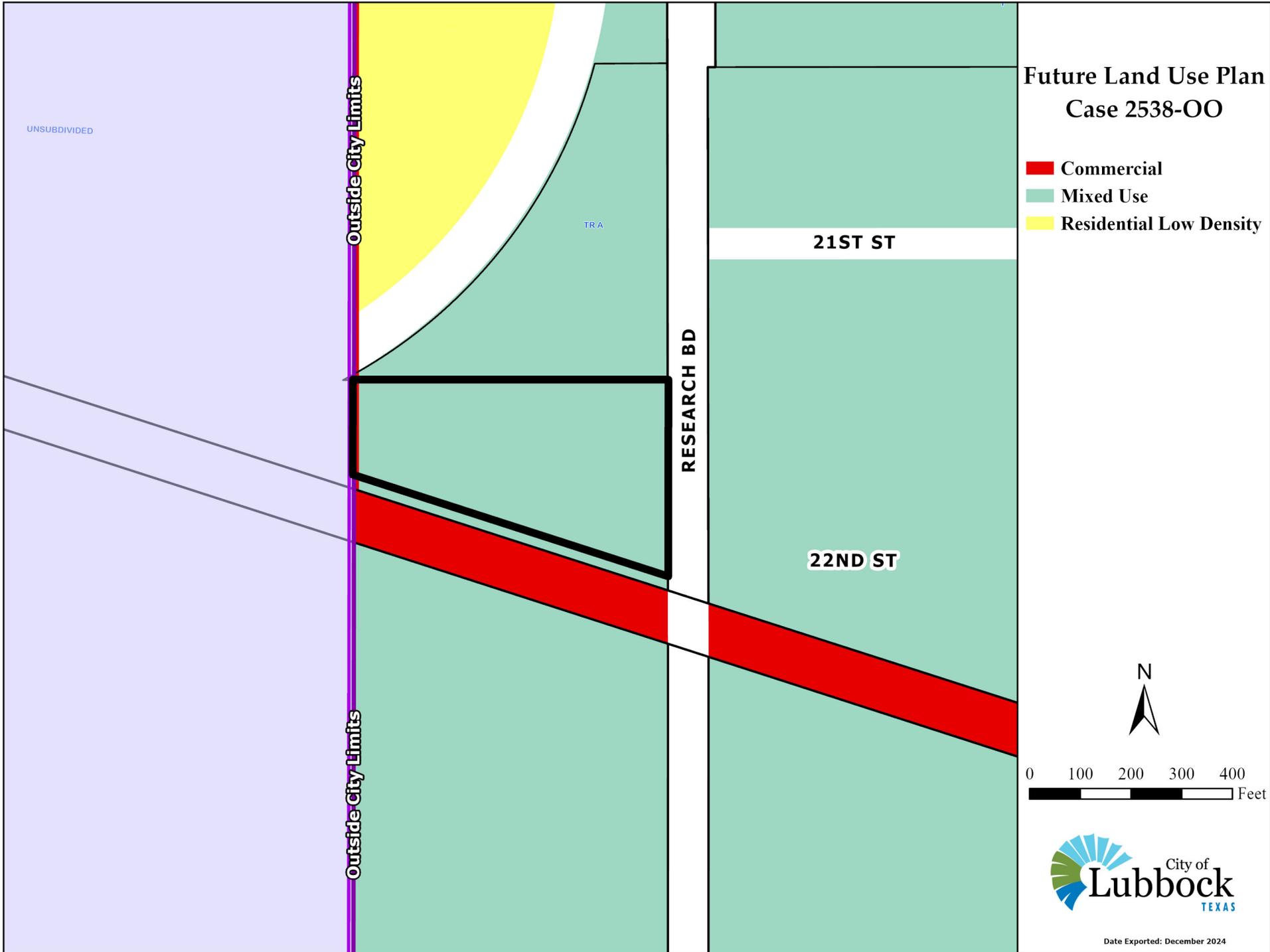


Current Zoning 2538-00

Zoning Districts

-  Heavy Commercial (HC)
-  Light Industrial (LI)
-  Low Density Single Family (SF-2)





Future Land Use Plan Case 2538-OO

- Commercial
- Mixed Use
- Residential Low Density



0 100 200 300 400 Feet



2538-00



View west. Subject property.



View east.



View north.



View south.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2210 Research BD
Lots/Tracts: _____
Survey & Abstract: BLK D6 SEC 5 AB 107 E660'OF TR 13B & 13C ACS: 3.82
Metes and Bounds Attached: Yes No Total Acreage of Request: 3.82
Existing Land Use: _____ Existing Zoning: SF-2
Requested Zoning: _____
If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: Mountain Top Engineering
Name: Adam Nixon
Address: 604 CR 7200 City: Lubbock State: TX
ZIP Code: 79404 Telephone: 806-403-0800 Email: [REDACTED]
Applicant's Signature: _____
Date: 10-30-24 Printed Name: Adam Nixon

Owner Information

Firm Name: Yolanda Vargas
Owner: Yolanda Vargas
Address: 5806 PR 1250 City: Lubbock State: TX
ZIP Code: 79407 Telephone: 806 438-9297 Email: [REDACTED]
Property Owner's Signature: [Signature]
Date: 10/31/24 Printed Name: Yolanda Vargas

Preparer Information

Preparer's Signature: _____
Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



MOUNTAIN TOP ENGINEERING
ELEVATING EXPECTATIONS - SUPERIOR SERVICE
TEXAS ENGINEERING FIRM # 26389 (806) 403 0800
MOUNTAINTOPENG.COM 604 CR 7200, LUBBOCK TX

ZONE CHANGE APPLICATION EXHIBIT



AI# 13195

Regular City Council Meeting

02/11/2025:

6. 6.

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 1550 34th Street, for an alcoholic beverage permit for Lucky Mart 1.

Item Summary

Effective August 8, 2009, Ordinance No. 2009-O0060 Amended Section 14.01.007 (Section 18-11). Alcoholic beverage-sales near church, school or hospital, in Chapter 14, Offenses-Miscellaneous of City of Lubbock Code of Ordinances related to businesses who obtain a permit from the Texas Alcoholic Beverage Commission (TABC) for the sale of alcohol.

As part of the ordinance, the City Council adopted a standard which prohibits any business that is within 300 feet of any school or daycare, measured from property line to property line, from having a permit issued by TABC. The City Council may consider a variance to the 300-foot requirement in the Texas Alcoholic Beverage Code.

The request for a variance is from Lucky Mart 1, located at 1550 34th Street, which is within 300 feet of a public school, Byron Martin Advanced Technology Center.

A request for a new permit for off-premise alcohol sales at this location is pending, and requires a separation variance request. The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process):

1. The enforcement of the regulation in a particular instance is not in the best interest of the public;
2. The regulation constitutes waste or inefficient use of land or other resources;
3. The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary;
4. The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Kristen Sager, Director of Planning

Attachments

Resolution - Lucky Mart 1

Zoning Certificate - Lucky Mart 1

Applicant Letter - Lucky Mart 1

Map - Lucky Mart 1

TABC Packet - Lucky Mart 1

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **1550 34th Street**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Wine and Beer Retailer's Off Premise [BQ]**, or 2) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council on _____, 2025.

MARK W. MCBRAYNER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/ccdocs/Kelli/Resolutions/RI:S.Variance-1550 34th St
1.23.25



Business Information

Local Contact: Sanjaykumar Parekh Local Contact Phone No.: 806-544-8357
 Name of Business: Lucky mart 1
 Address: 1550 34 th st City: Lubbock State: Tx Zip: 79411
 Telephone: 806-680-6333 Email: LM12LBK@GMAIL.COM

On Premise Consumption:

Type of Business:

- | | | |
|---|---|---|
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Nightclub/Bar/Lounge | <input type="checkbox"/> Dance Hall |
| <input type="checkbox"/> Sports Grill | <input type="checkbox"/> Hotel/Arena/Civic Center | <input type="checkbox"/> Sexually Oriented Business |
| <input type="checkbox"/> Other (describe) _____ | | |

Permit(s) Requested (Check all that apply):

- | | | |
|--|--|--|
| <input type="checkbox"/> Mixed Beverage (MB) | <input type="checkbox"/> Mixed Beverage Late Hours (LB) | <input type="checkbox"/> Beverage Cartage (PE) |
| <input type="checkbox"/> Food & Beverage Cert. (FB) | <input type="checkbox"/> Wine and Beer Retailer's (BG) | <input type="checkbox"/> Private Club Beer & Wine (NB) |
| <input type="checkbox"/> Minibar Permit (MI) | <input type="checkbox"/> Beer Retailer's On-Premise (BE) | <input type="checkbox"/> Retail Dealer's On-Premise – late hours license (BL) |
| <input type="checkbox"/> Local Cartage Permit (E) – with BG only | <input type="checkbox"/> Catering (CB) | <input type="checkbox"/> Food & Beverage Cert. (FB) |
| <input type="checkbox"/> Brewpub License (BP) | <input type="checkbox"/> Private Carrier's Permit (O) – Brewpubs (BP) with a BG only | <input type="checkbox"/> Mixed Beverage Restaurant with Food and Beverage (RM) |
| <input type="checkbox"/> Other (describe) _____ | | |

Off Premise Consumption:

Type of Business:

- | | | |
|---|-------------------------------------|--|
| <input checked="" type="checkbox"/> Grocery/Convenience Store | <input type="checkbox"/> Drug Store | <input type="checkbox"/> Package Store |
| <input type="checkbox"/> Other (describe) _____ | | |

Permit(s) Requested (Check all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Beer Retailer's Off-Premise (BF) | <input type="checkbox"/> Package Store (P) | <input checked="" type="checkbox"/> Wine and Beer Retailer's Off Premise (BQ) |
| <input type="checkbox"/> Wine Only Package Store (Q) | <input type="checkbox"/> Local Distributor (LP) | <input type="checkbox"/> Third-Party Cartage Permit (ET) |
| <input type="checkbox"/> Local Cartage Permit (E) | | |
| <input type="checkbox"/> Other (describe) _____ | | |

Property Owner Information

Name: KAVRD LLC
 Address: 1550 34 th street City: Lubbock State: Tx Zip: 79411

Business Owner Information

Name: DVRSSP1068LLC
 Address: 1550 34 th st City: Lubbock State: Tx Zip: 79411

Applicant Information

Name: Sanjaykumar Parekh
 Address: 2910 109 th st City: Lubbock State: Tx Zip: 79423
 Interest in Business/Authority to Make Application: _____

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department	Phone: (806) 775 - 2108	E-mail: cityplanning@mylubbock.us
City of Lubbock City Secretary's Office	Phone: (806) 775 - 2061	E-mail: ocs@mylubbock.us



Planning and Zoning Information

Gross Sq. Footage of
Bldg. or Tenant Space: 1500 Zoning: _____ Sales Tax No.: _____
Parking Ratio: _____ Spaces Req. _____ Spaces Provided: 15 +

Separation Information

Is a Church or Hospital located within 300 feet of your establishment (door to door)? Yes No
Is a School (Public or Private), day care, or child care facility located within
300 feet of your establishment (property line to property line)? Yes No

On-site Beverage consumption

Applicable: Yes No
On-Site Beverage map created? Yes No
Distance Door to door? _____
Distance from Residential? _____

Z.B.A. Variance: _____ Case No.: _____

Comments: _____

Applicant Signature

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Signature:  Date: 1/15/25

Planning Department Signature

Distance Map Created? Yes No
Distance Map Attached? Yes No
Alcohol Variance Required? Yes No
If so, Resolution No.: _____

I hereby certify that to the best of my knowledge, this request currently complies with all applicable zoning regulations of the City of Lubbock.

Signature: _____ Date: _____

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department Phone: (806) 775 - 2108 E-mail: cityplanning@mylubbock.us
City of Lubbock City Secretary's Office Phone: (806) 775 - 2061 E-mail: ocs@mylubbock.us

Date: 01-22-2025

DVRSSP1068 LLC

dba: Lucky Mart 1
1550 34th St.
Lubbock, TX 79411

Property Owner

KAVRD LLC
1550 34th St.
Lubbock, TX 79411

To whom it may concern,

The business DVRSSP1068 LLC, operating as Lucky Mart 1, is a convenience store located at 1550 34th Street in Lubbock, TX, owned by KAVRD LLC. The property is located within 300 feet of Byron Martin Advanced Technology Center. We would like to request a deviation from the current zoning requirements regarding the separation from this school.

The reason for this request is to sell beer and wine, a frequently requested item by many of our regular customers, most of whom are local neighborhood residents.

Thank you for considering this request.

Sincerely,



Sanjaykumar Parekh

Email : LM12LBK@GMAIL.COM
(806)-544-8357 ©



Document reference ID : 443493

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:	443493
Applicant Name:	DVRSSP1068LLC
License Type applied for:	Wine and Malt Beverage Retailer's Off-Premise Permit (BQ)

Entity Information

Business Structure:	Limited liability company
FEIN/SSN Number:	921543167
Historically Underutilized Business:	No
Veteran-owned business:	No
Fraternal Owned:	No
Secretary of State Filing Number:	804853714
Date Filed:	12/23/2022
Filing State:	TX

Initial Application Information

Authority Type:	I am a principal or authorized user with binding authority
Legal First Name:	Sanjaykumar
Legal Last Name:	PAREKH
Email Address:	LM12LBK@GMAIL.COM
Phone Number:	806-544-8357

Basic Business information

Business/Trade Name: LUCKY MART 1
Business Type Convenience Store

Location's Phone Numbers

Business Phone Number 806-680-6333
Alternate Phone Number 806-544-8357

Location Address

Address: 1550 34th St, Lubbock, TX, United States, Lubbock 79411
Is your location within city limits? Yes

Mailing Address Information

Address: 1550 34th St, Lubbock, TX, United States, Lubbock 79411

Measurement Information

Measuring from the public entrance of your location along street lines and directly across intersections, will your location be within 1,000 feet of the nearest property line of a public or private school? No

Is a residential address or established neighborhood association located within 300 feet of any property line of your premises? No

Location Additional Information

Is the proposed location in a hotel or motel?

No

Alcohol percentage

Up to
17%

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location? Yes

Are you operating under? Lease

Franchise Agreement

Do you or anyone else at the location operate under a franchise agreement? No

Are there any agreements, exclusive of a franchise agreement, which involve alcohol in any way? No

Shared premise information

Do you share the premises with another business entity?

No

Property Ownership Details

Property Type	Property Ownership Type	Entity Name
Land and Building	Owner	KAVRD LLC

Location Diagram

Will the license or permit embrace the entire location address? Yes



CERTIFICATE OF CITY SECRETARY FOR: (P, Q, BF & BQ)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

- BF** The legal sale of malt beverages for off-premise consumption only **greater than 5%** alcohol by volume **OR** **5% or less** alcohol by volume
- BF,BQ,Q** The legal sale of malt beverages and wine for off-premise consumption only
- BF,BQ,Q,P** The legal sale of all alcoholic beverages for off-premise consumption only

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

City Secretary/Clerk

City

, TEXAS

SEAL



CERTIFICATE OF COUNTY CLERK FOR: (P, Q , BF & BQ)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is in a "wet" and is not prohibited by any valid order of the Commissioner's Court.

- BF** The legal sale of malt beverages for off-premise consumption only **greater than 5%** alcohol by volume **OR** **5% or less** alcohol by volume
- BF,BQ,Q** The legal sale of malt beverages and wine for off-premise consumption only
- BF,BQ,Q,P** The legal sale of all alcoholic beverages for off-premise consumption only

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

County Clerk

County

SEAL



COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATES

I hereby certify on this _____ day of _____, _____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____

Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE

Comptroller Representative

City

,TEXAS

SEAL



PUBLISHER'S AFFIDAVIT	
Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	
Signature of Notary Public	
S E A L	
ATTACH PRINTED COPY OF THE NOTICE	



AI# 13196

Regular City Council Meeting

02/11/2025:

6.7.

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 3311 Avenue Q, for an alcoholic beverage permit for UN2 Mart #5.

Item Summary

Effective August 8, 2009, Ordinance No. 2009-O0060 Amended Section 14.01.007 (Section 18-11). Alcoholic beverage-sales near church, school or hospital, in Chapter 14, Offenses-Miscellaneous of City of Lubbock Code of Ordinances related to businesses who obtain a permit from the Texas Alcoholic Beverage Commission (TABC) for the sale of alcohol.

As part of the ordinance, the City Council adopted a standard which prohibits any business that is within 300 feet of any school or daycare, measured from property line to property line, from having a permit issued by TABC. The City Council may consider a variance to the 300-foot requirement in the Texas Alcoholic Beverage Code.

The request for a variance is from UN2 Mart #5, located at 3311 Avenue Q, which is within 300 feet of a public school, Byron Martin Advanced Technology Center.

A request for a new permit for off-premise alcohol sales at this location is pending, and requires a separation variance request. The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process):

1. The enforcement of the regulation in a particular instance is not in the best interest of the public;
2. The regulation constitutes waste or inefficient use of land or other resources;
3. The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary;
4. The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Resolution - UN2 Mart #5

Zoning Certificate - UN2 Mart #5

Applicant Letter - UN2 Mart #5

Map - UN2 Mart #5

TABC Packet - UN2 Mart #5

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-00060 at the following location: **3311 Avenue Q**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Wine and Beer Retailer's Off Premise [BQ]**, or 2) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council on _____, 2025.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/ccdocs/Kelli/Resolutions/RES.Variance-3311 Ave Q
1.23.25



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
ZONING CERTIFICATE

Business Information

Local Contact: SHYAM WAGLE Local Contact Phone No.: 469-233-2910
 Name of Business: UN2 MART #5
 Address: 3511 Avenue Q City: Lubbock State: TX Zip: 79411
 Telephone: 469-233-2910 Email: SHYAM@UN2CORP.COM

On Premise Consumption:

Type of Business:

- | | | |
|---|---|---|
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Nightclub/Bar/Lounge | <input type="checkbox"/> Dance Hall |
| <input type="checkbox"/> Other (describe) _____ | <input type="checkbox"/> Hotel/Arena/Civic Center | <input type="checkbox"/> Sexually Oriented Business |

Permit(s) Requeste (Check all that apply):

- | | | |
|--|--|--|
| <input type="checkbox"/> Mixed Beverage (MB) | <input type="checkbox"/> Mixed Beverage Late Hours (LB) | <input type="checkbox"/> Beverage Cartage (PE) |
| <input type="checkbox"/> Food & Beverage Cert. (FB) | <input type="checkbox"/> Wine and Beer Retailer's (BG) | <input type="checkbox"/> Private Club Beer & Wine (NB) |
| <input type="checkbox"/> Minibar Permit (MI) | <input type="checkbox"/> Beer Retailer's On-Premise (BE) | <input type="checkbox"/> Retail Dealer's On-Premise – late hours license (BL) |
| <input type="checkbox"/> Local Cartage Permit (E) – with BG only | <input type="checkbox"/> Catering (CB) | <input type="checkbox"/> Food & Beverage Cert. (FB) |
| <input type="checkbox"/> Brewpub License (BP) | <input type="checkbox"/> Private Carrier's Permit (O) – Brewpubs (BP) with a BG only | <input type="checkbox"/> Mixed Beverage Restaurant with Food and Beverage (RM) |
| <input type="checkbox"/> Other (describe) _____ | | |

Off Premise Consumption:

Type of Business:

- | | | |
|---|-------------------------------------|---|
| <input checked="" type="checkbox"/> Grocery/Convenience Store | <input type="checkbox"/> Drug Store | <input type="checkbox"/> Package Store |
| <input type="checkbox"/> Other (describe) _____ | | <input checked="" type="checkbox"/> Wine and Beer Retailer's Off Premise (BQ) ^{Sw} |

Permit(s) Requested (Check all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Beer Retailer's Off-Premise (BF) | <input type="checkbox"/> Package Store (P) | <input checked="" type="checkbox"/> Wine and Malt Beverage Retailer's Permit (BG) |
| <input type="checkbox"/> Wine Only Package Store (Q) | <input type="checkbox"/> Local Distributor (LP) | <input type="checkbox"/> Third-Party Cartage Permit (ET) |
| <input type="checkbox"/> Local Cartage Permit (E) | <input type="checkbox"/> Other (describe) _____ | |

Property Owner Information

Name: GPM RE LLC
 Address: 8350 N Central Expwy City: Dallas State: TX Zip: 75206

Business Owner Information

Name: UN2 CORPORATION dba UN2 MART #5
 Address: 13510 NORFOLK AVE City: LUBBOCK State: TX Zip: 79423

Applicant Information

Name: SHYAM WAGLE
 Address: 13510 NORFOLK AVE City: LUBBOCK State: TX Zip: 79423
 Interest in Business/Authority to Make Application: President, UN2 CORPORATION

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:
 City of Lubbock Planning Department Phone: (806) 775 - 2108 E-mail: cityplanning@mylubbock.us
 City of Lubbock City Secretary's Office Phone: (806) 775 - 2061 E-mail: ocs@mylubbock.us



Planning and Zoning Information

Gross Sq. Footage of

Bldg. or Tenant Space: 1056

Zoning: _____

Sales Tax No.: 32 082694012

Separation Information

Spaces Req. _____

Spaces Provided: 10

Is a Church or Hospital located within 300 feet of your establishment (door to door)? Yes No

Is a School (Public or Private), day care, or child care facility located within 300 feet of your establishment (property line to property line)? Yes No

On-site Beverage consumption

Applicable: Yes No

On-Site Beverage map created? Yes No

Distance Door to door? _____

Distance from Residential? _____

Z.B.A. Variance: _____ Case No.: _____

Comments: _____

Applicant Signature

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Signature: [Signature] Date: 1/15/2025

Planning Department Signature

Distance Map Created? Yes No

Distance Map Attached? Yes No

Alcohol Variance Required? Yes No

If so, Resolution No.: _____

regulations of the City of Lubbock.

Signature: _____ Date: _____

If you have any questions pertaining to the City of Lubbock's Zoning Certificate, please contact:

City of Lubbock Planning Department
 City of Lubbock City Secretary's Office

Phone: (806) 775 - 2108
 Phone: (806) 775 - 2061

E-mail: cityplanning@mylubbock.us
 E-mail: ocs@mylubbock.us

To,

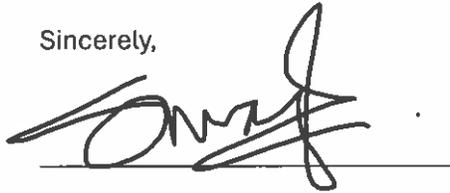
City of Lubbock,
1314 Avenue K,
Lubbock, TX 79401

Date: 01/17/2025

Greetings,

The UN2 Mart is a convenience store at 3311 Avenue Q, Lubbock, TX 79411 owned by UN2 Corporation, a local business. It is located within 300 feet of Byron Martin Advanced Technology Center. We would like to deviate from the current zoning requirements, for separation from Byron Martin Advanced Technology Center. The reason we would like this separation is to sell beer and wine, which is a frequently requested item by many of our regular customers most of which are neighborhood residents.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shyam Wagle', is written over a horizontal line.

Shyam Wagle

President, UN2 Corporation dba UN2 Mart

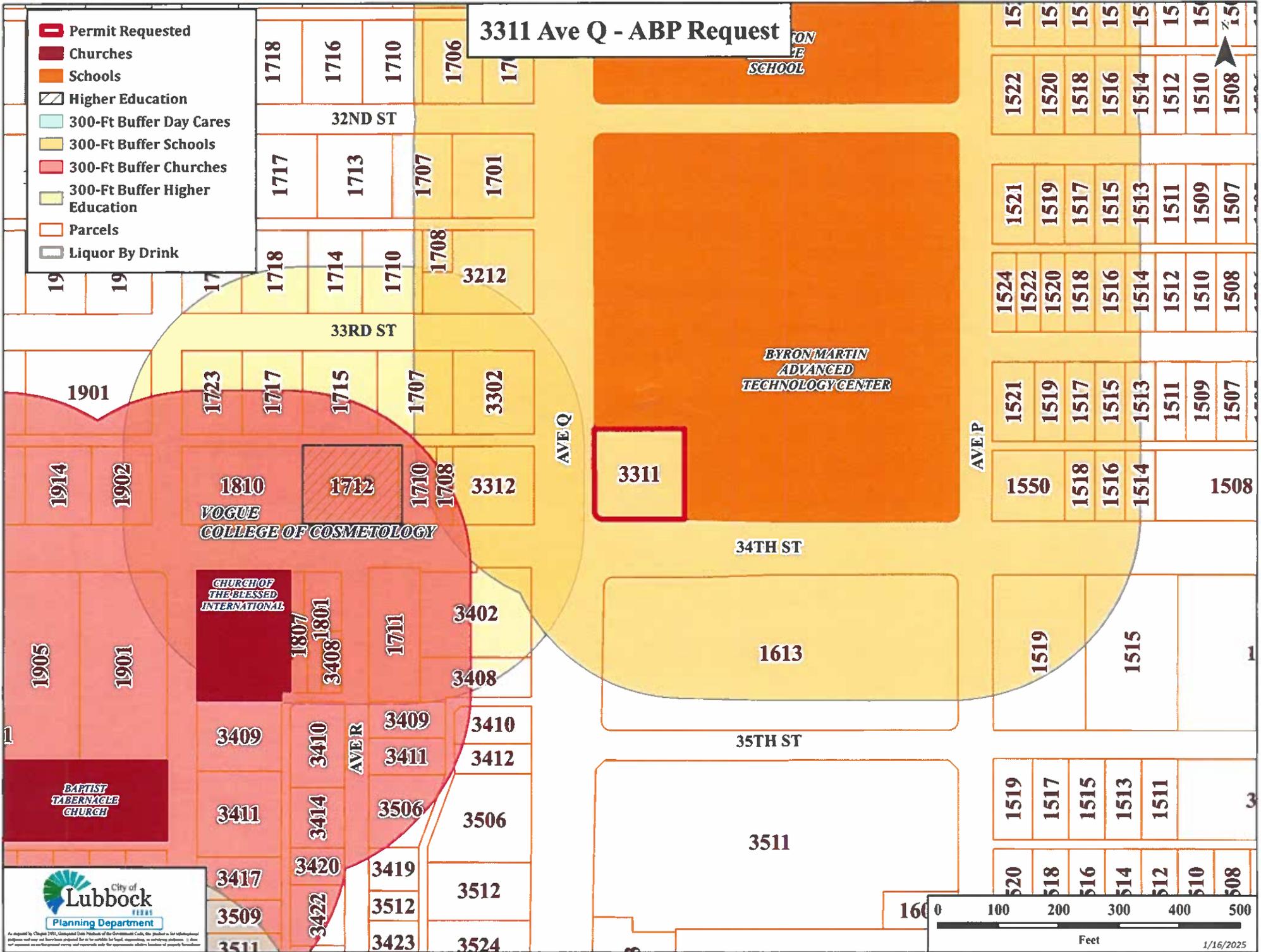
Property Owner: GPM RE LLC, 8350 N Central Expressway, Dallas, TX 75206

Business Owner: UN2 Corporation dba UN2 Mart, 13510 Norfolk Ave, Lubbock, TX 79423

TABC license applied: Wine and malt beverage retailer off premise (BQ)

-  Permit Requested
-  Churches
-  Schools
-  Higher Education
-  300-Ft Buffer Day Cares
-  300-Ft Buffer Schools
-  300-Ft Buffer Churches
-  300-Ft Buffer Higher Education
-  Parcels
-  Liquor By Drink

3311 Ave Q - ABP Request



As required by Chapter 291, Ordinance 2004-01, the City of Lubbock, Texas, hereby certifies that this map is for informational purposes only and does not constitute a final decision. The City of Lubbock, Texas, does not warrant any environmental survey and reports made by the applicant, unless the applicant obtains a license of professional engineering or a license of professional geologist from the State of Texas.



Document reference ID : 446683

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:	446683
Applicant Name:	UN2 Corporation
License Type applied for:	Wine and Malt Beverage Retailer's Off-Premise Permit (BQ)

Entity Information

Business Structure:	Corporation
FEIN/SSN Number:	874516037
Historically Underutilized Business:	No
Veteran-owned business:	No
Fraternal Owned:	No
Secretary of State Filing Number:	0804386003
Date Filed:	1/13/2022
Filing State:	TX

Primary Business Entity Contact Information

Legal First Name:	Shyam
Legal Middle Name:	Wagle
Email Address:	shyam@un2corp.com
Phone Number:	469-233-2910

Initial Application Information

Authority Type: I am a principal or authorized user with binding authority
Prefix: Mr
Legal First Name: Shyam
Legal Last Name: Wagle
Email Address: shyam@un2corp.com
Phone Number: 469-233-2910

Basic Business information

Business/Trade Name: UN2 Mart #5
Business Type: Convenience Store

Location's Phone Numbers

Business Phone Number: 469-233-2910

Location Address

Address: 3311 Avenue Q, Lubbock, TX, United States, Lubbock 79411
Is your location within city limits? Yes

Mailing Address Information

Address: 13510 Norfolk Ave, Lubbock, TX, United States, Lubbock 79423

Measurement Information

Measuring from the public entrance of your location along street lines and directly across intersections, will your location be within 1,000 feet of the nearest property line of a public or private school? No

Is a residential address or established neighborhood association located within 300 feet of any property line of your premises? No

Location Additional Information

Is the proposed location in a hotel or motel?

No

Alcohol percentage

Up to 17%

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location? No

Are you operating under? Lease

Franchise Agreement

Do you or anyone else at the location operate under a franchise agreement? No

Are there any agreements, exclusive of a franchise agreement, which involve alcohol in any way? No

Shared premise information

Do you share the premises with another business entity?

No

Property Ownership Details

Property Type	Property Ownership Type	Entity Name
Land and Building	Owner	GPM RE LLC

Location Diagram

Will the license or permit embrace the entire location address? Yes



CERTIFICATE OF CITY SECRETARY FOR: (P, Q, BF & BQ)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

- BF** The legal sale of malt beverages for off-premise consumption only **greater than 5%** alcohol by volume **OR** 5% or less alcohol by volume
- BF,BQ,Q** The legal sale of malt beverages and wine for off-premise consumption only
- BF,BQ,Q,P** The legal sale of all alcoholic beverages for off-premise consumption only

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

City Secretary/Clerk

City

_____, TEXAS

SEAL



CERTIFICATE OF COUNTY CLERK FOR: (P, Q, BF & BQ)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is in a "wet" and is not prohibited by any valid order of the Commissioner's Court.

- BF** The legal sale of malt beverages for off-premise consumption only **greater than 5%** alcohol by volume **OR** **5% or less** alcohol by volume
- BF,BQ,Q** The legal sale of malt beverages and wine for off-premise consumption only
- BF,BQ,Q,P** The legal sale of all alcoholic beverages for off-premise consumption only

OR

I hereby refuse on this _____ day of _____, 20_____ to certify this location.

SIGN HERE

County Clerk

County

SEAL



COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATES

I hereby certify on this _____ day of _____, _____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____

Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE

Comptroller Representative

City

, TEXAS

SEAL



PUBLISHER'S AFFIDAVIT

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	
Signature of Notary Public	
S E A L	
ATTACH PRINTED COPY OF THE NOTICE	



AI# 13200

Regular City Council Meeting

02/11/2025:

6. 8.

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement, with Thomas L. Cooke and Deidra DeAnn Williams Martin, for the requested annexation of an area of land generally described as 407.28 acres north of East Bluefield Street and east of North Guava Avenue, into Lubbock's corporate limits, along with the adjacent right-of-way.

Item Summary

Thomas L. Cooke and Deidra DeAnn Williams Martin are the owners of the tract of land containing approximately 407.28 acres north of East Bluefield Street and east of North Guava Avenue, located in Section 43, Block A and Section 2, Block D-3 in Lubbock County. The owners are requesting consideration of voluntary annexation of the land into the city limits.

The first step in the voluntary annexation process is to establish a service plan to which both the City and the property owners agree. The proposed annexation agreement sets forth the plan for services between the City of Lubbock and Thomas L. Cooke and Deidre DeAnn Williams Martin. If the agreement is approved by the City Council, staff will schedule a public hearing to consider annexation of the property.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Kristen Sager, Director of Planning

Attachments

Resolution - Municipal Services Agreement, Cooke and Martin

Municipal Services Agreement - Cooke and Martin - Final

Annexation Map - East Bluefield & North Guava

Petition - East Bluefield & North Guava

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 Municipal Services Agreement, by and between the City of Lubbock, Thomas L. Cooke, and Deidra DeAnn Williams Martin, 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:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF LUBBOCK, TEXAS

AND THOMAS L. COOKE AND DEIDRA DEANN WILLIAMS MARTIN

This Municipal Services Agreement (“Agreement”) is entered into on _____ day of _____, 2025 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, (“City”) and Thomas L. Cooke and Deidra DeAnn Williams Martin (“Owners”), collectively referred to as (“Parties”).

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, the City is currently classified as a Tier 2 municipality for purposes of annexation under the Texas Local Government Code (“LGC”);

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owners owns a certain parcel of land situated in Lubbock County, Texas which consists of approximately 407.28 acres of land in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in “Exhibit A”, attached to and incorporated herein (“Property”);

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property;

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property, and said petition for annexation is set forth in “Exhibit B”, attached to and incorporated herein (“Petition”);

WHEREAS, the City and the Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Lubbock City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owners agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the annexation.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES PLAN**

A. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies.

i. **Fire Services**

a. *Existing Services:* None

b. *Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 2, located at 1515 E. Ursuline Avenue, Fire Station No. 4, located at 2504 Cornell Street, and Station No. 5, located at 1104 Zenith Avenue. Station No. 2 is approximately 3.3 miles from the proposed annexation with an approximate response time of 4 minutes. Station No. 4 is approximately 4.9 miles from the proposed annexation with an approximate response time of 7 minutes. Station 5 is approximately 6.1 miles from the proposed annexation with an approximate response time of 9 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation and within response standards described in NFPA 1710. Fire prevention activities will be provided by the Fire Marshal's office as needed.

ii. **First Responder Emergency Medical Services**

a. *Existing Services:* None

b. *Services to be Provided:* Lubbock Fire Rescue is a Basic Life Support (BLS and ALS) First Responder (non-transport) Organization. BLS and ALS First Responder emergency medical response will be provided by Fire Station No. 2, located at 1515 E. Ursuline Avenue, Fire Station No. 4, located at 2504 Cornell Street, and Station No. 5, located at 1104 Zenith Avenue.

Station No. 2 is approximately 3.3 miles from the proposed annexation with an approximate response time of 4 minutes. Station No. 4 is approximately 4.9 miles from the proposed annexation with an approximate response time of 7 minutes. Station 5 is approximately 6.1 miles from the proposed annexation with an approximate response time of 9 minutes. Emergency medical transport is provided by the Lubbock County Hospital District through UMC EMS.

iii. **Police Services**

a. *Existing Services:* None

b. *Services to be Provided:* The Lubbock Police Department has jurisdictional law enforcement responsibility and first responder designation. Calls for police services will be provided by the North Patrol Division, with secondary services provided by the South Patrol Division and tertiary services provided by the East Patrol Division. Law enforcement services can be provided to the annexed area within current appropriation, however with the increase in land mass and population, an appreciable yet modest increase in call response times, crimes rate, crimes per thousand population, and traffic related calls should be expected and anticipated. Expansions of authorized police staffing and support services need to be considered for this and future annexations, including an analysis of the ratio of officers per population.

iv. **Building Safety Services**

a. *Existing Services:* None

b. *Services to be Provided:* The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. **Planning and Zoning Services**

a.Existing Services: Subdivisions of land within the five-mile extraterritorial jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department services are authorized or offered outside of the City limits, including zoning.

b.Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Unified Development Code will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a.Existing Services: None

b.Services to be Provided: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a.Existing Services: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b.Services to be Provided: Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any

addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Code Administration department will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Environmental Health Department Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Environmental Health Departments will implement the enforcement of local, state, and federal rules, regulations, and ordinances on the effective date of the annexation. Such services can be provided with current Environmental Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

x. Animal Services

a. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

b. *Services to be Provided*: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

xi. Street Services

a. *Existing Services:* City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.

b. *Services to be Provided:* The Developer will be required to improve east Bluefield Street from MLK Boulevard to Olive Avenue to a two-lane section. The Developer will be required to improve Guava Avenue from Bluefield Street to at least a two-lane section to the entrance of the facility and then transition back to the existing pavement section. East Bluefield Street and Guava Avenue are classified as collectors on the Master Thoroughfare Plan. Improvements made to Bluefield Street and Guava Avenue will not be eligible for Impact Fee Offsets.

The Developer will be required to provide right-of-way for a two-lane section from the southeast corner to the northeast corner of the Property (currently designated as Olive Avenue on the Master Thoroughfare Plan), including a transition back to the existing section. Olive Avenue is classified as a minor arterial in the Master Thoroughfare Plan.

The pavement structure for Olive Avenue will require an appropriate pavement design meeting a minimum design standard for the street as classified (collector, arterial, etc.) and for the traffic load expected. These roadways may be built in phases, but will be required to be built once any connection including streets or alleyways is made to the road by the voluntary annexation area.

Additional all-weather access may be required for ingress and egress by the Fire Marshall at the time of building permit in addition to what is required in this section.

xii. Storm Water Management Services

a. *Existing Services:* City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

b. *Services to be Provided:* As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of

completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with Chapter 22 (City's Stormwater permit) and Chapter 39 (Unified Development Code) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the City of Lubbock Storm Water Staff.

xiii. Street Lighting

a. *Existing Services:* None

b. *Services to be Provided:* The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiv. Traffic Engineering Services

a. *Existing Services:* None

b. *Services to be Provided:* Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xv. Water and Sanitary Sewer Services

a. *Existing Services:* None

b. *Services to be Provided:* Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City. Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the Developer.

c. Water and Sewer studies may be required in order to assure services to the voluntary annexation. Nearly all the voluntary annexation area is outside

of our current Water and Sewer Models and Master Plan for potential Capital Projects.

d. Water will need to be looped appropriately to ensure appropriate fire flows as well as assuring no dead-end water mains are left within the system once developed. The water loop will be required within three (3) years of installation of a dead-end water main.

There are existing water lines in Bluefield Street and Guava Avenue that will be required to be extended appropriately to serve the site. All water extensions will be at the sole expense of the Developer.

e. The annexation area will require a private lift station(s) in order to receive sewer services. The gravity sanitary sewer lines internal to the site and the lift station(s) will remain private. All maintenance and operations of the gravity sewer lines, and lift station(s) will be the responsibility of the Developer, and said responsibility shall run with the land. The force main will be turned over to the City of Lubbock and the design must conform to current policies and ordinances. The nearest gravity sewer line available to take the force main discharge is south of Regis Street and east of Guava Avenue. All sewer extensions will be at the sole expense of the Developer.

xvi. Solid Waste Services

a. *Existing Services:* None

b. *Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. Additional driver and equipment can be projected when 1,000 residential unit structures are occupied, and an increase in staffing and equipment will be needed as development continues within this proposed annexation area and exceeds route collection averages. The landfill will be able to handle this request. The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected. However, the Developer may be asked to assist with infrastructure for residential waste collection, i.e. carts or dumpsters.

c. *Service Route:* Until such time as adjacent unpaved roadways are built all City Solid Waste services will be routed through and upon Paved Arterial

Roadways only. Solid Waste will not route trucks down unpaved roadways to service alleyways in any case.

- B. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.
- C. Owners understand and acknowledge that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.
- 4. **AUTHORITY.** City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
- 5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.
- 6. **INTERPRETATION.** The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- 7. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
- 8. **NO WAIVER.** The failure to either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- 10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Agreement.

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. CH. 43 DISCLOSURE IN COMPLIANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SEC. 43.004

- a. The City discloses that the Landowner is not required to enter into this agreement, however if the Landowner desires to have their property annexed, the Texas Local Government Code Sec. 43.0672 requires a written agreement for the provision of municipal services;
- b. The City may, in compliance with and under the authority of the Texas Local Government Code Subchapter C-3, annex the Landowner's property upon the Landowner's request;
- c. The procedural mechanisms in order to annex the Landowners property shall be as follows:
 1. The Landowner of the property must petition the City requesting the annexation of Landowner's property;
 2. If the City desires to annex Landowner's property, a written agreement shall be made with each Landowner requesting property to be annexed and said agreement shall include:
 - a. All of the services the City will provide to the property once annexed; and
 - b. A schedule of any services the City will provide at a later time, if not at the time of annexation.
- d. The above procedures shall require the consent and signature of the City and the Landowner; and
- e. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

OWNER

MARK W. MCBRAYER, Mayor

Signature

ATTEST:

Printed Name

Courtney Paz, City Secretary

SUBSCRIBED AND SWORN TO BEFORE ME on the day of ___ day of __, 20___, to certify which witness my hand and official seal.

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Director of Planning

[Seal]

[Signature] _____

[Printed name] _____

APPROVED AS TO FORM:

Notary Public in and for the State of Texas

Matt Wade for
Kelli Leisure, Senior Assistant City Attorney

OWNER

Signature

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EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

OWNER

MARK W. MCBRAYER, Mayor

Thomas L Cooke
Signature

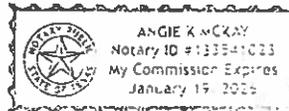
ATTEST:

Thomas L Cooke
Printed Name

Courtney Paz, City Secretary

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 4 day of Feb, 2025, to certify which witness my hand and official seal.

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

[Seal]

[Signature]

Angie McKay

[Printed name]

Angie K. McKay

APPROVED AS TO FORM:

Notary Public in and for
the State of Texas

Kelli Leisure, Senior Assistant City Attorney

OWNER

Signature

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

OWNER

MARK W. MCBRAYER, Mayor

Signature

ATTEST:

Printed Name

Courtney Paz, City Secretary

SUBSCRIBED AND SWORN TO BEFORE ME on the day of ___ day of __, 20___, to certify which witness my hand and official seal.

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

[Seal]

[Signature] _____

[Printed name] _____

APPROVED AS TO FORM:

Notary Public in and for the State of Texas

Kelli Leisure, Senior Assistant City Attorney

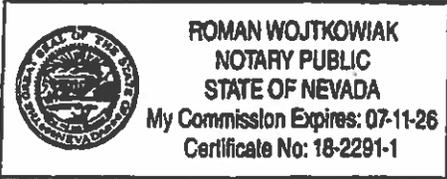
OWNER

Deidra Ann Gilliam Martin
Signature

Deidra Deann Williams Martin
Printed Name

SUBSCRIBED AND SWORN TO BEFORE ME on the 3rd
day of ^{February} 2025, to certify which witness
my hand and official seal.

[Seal]

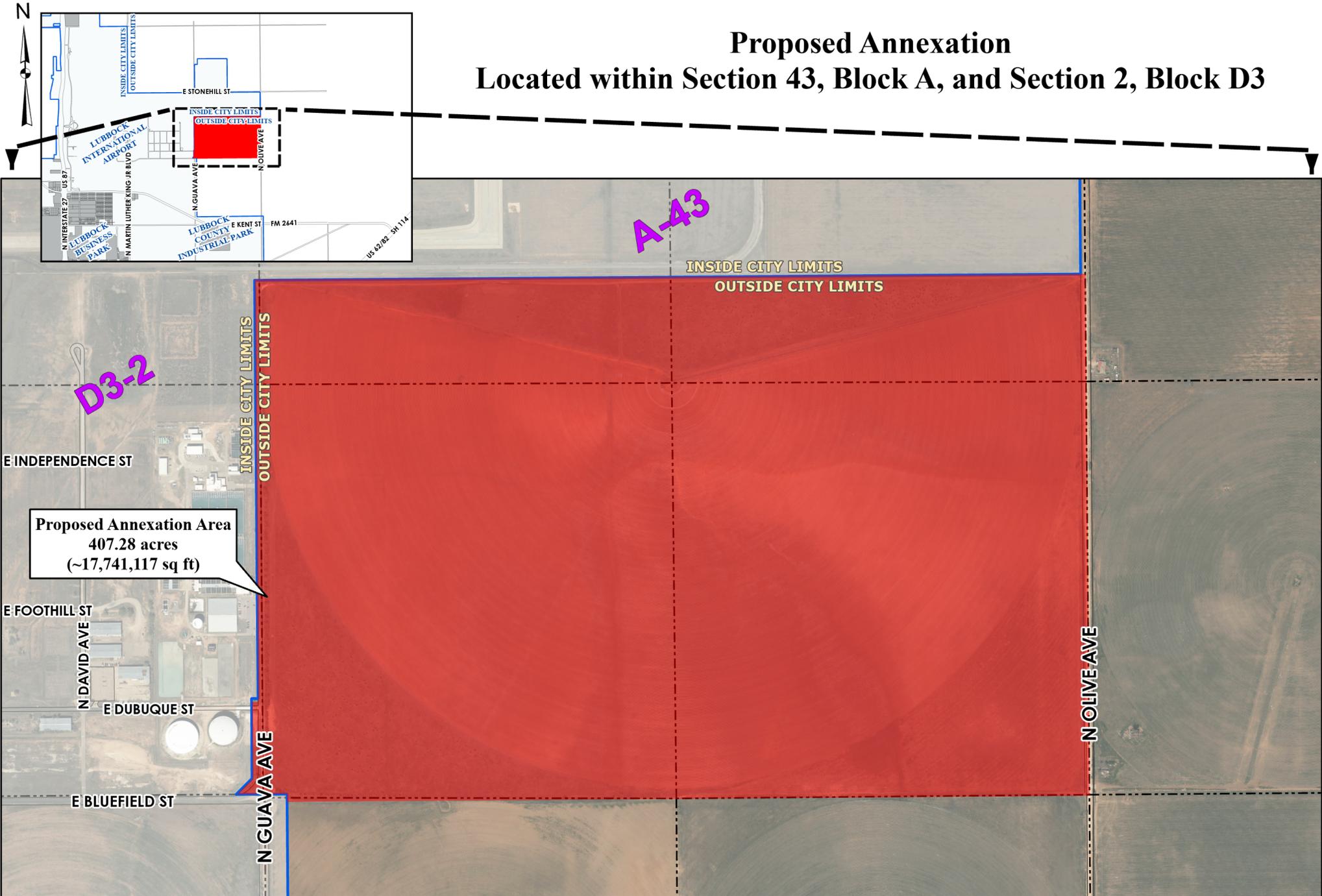


[Signature] *Roman Wojtkowiak*

[Printed name] Roman Wojtkowiak Notary Public

Notary Public in and for
the State of ~~Texas~~ Nevada
~~And~~
County of Clark

Proposed Annexation Located within Section 43, Block A, and Section 2, Block D3



Proposed Annexation Area
407.28 acres
(~17,741,117 sq ft)



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.

-  Lubbock City Limits
-  Proposed Annexation



VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- Annexation petition provided by City of Lubbock with notarized signature(s).
- Map of the subject property.
- A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- One digital copy of all of the above.
- If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): Thomas L. Cooke and Deidra DeAnn Williams Martin

Address: P.O. Box 1367, Idalou, TX 79329

Address: _____

Telephone: (____) _____ **Email:** cookethomasl@yahoo.com

Telephone: (____) _____ **Email:** _____

Acreage of property: 407.28 **Number of lots and proposed use:** >1 lots, LI uses

Check one:

- I will represent my application and petition before city staff and the City Council.
- I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

Thomas L Cooke

Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.



PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Thomas L Cooke

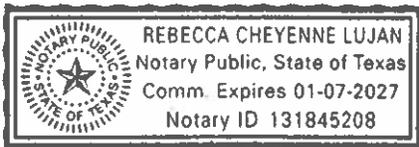
Signed: Deidra DeAnn Williams Martin

Signed: _____

THE STATE OF TEXAS
COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Thomas L. Cooke,
Deidra DeAnn Williams Martin, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

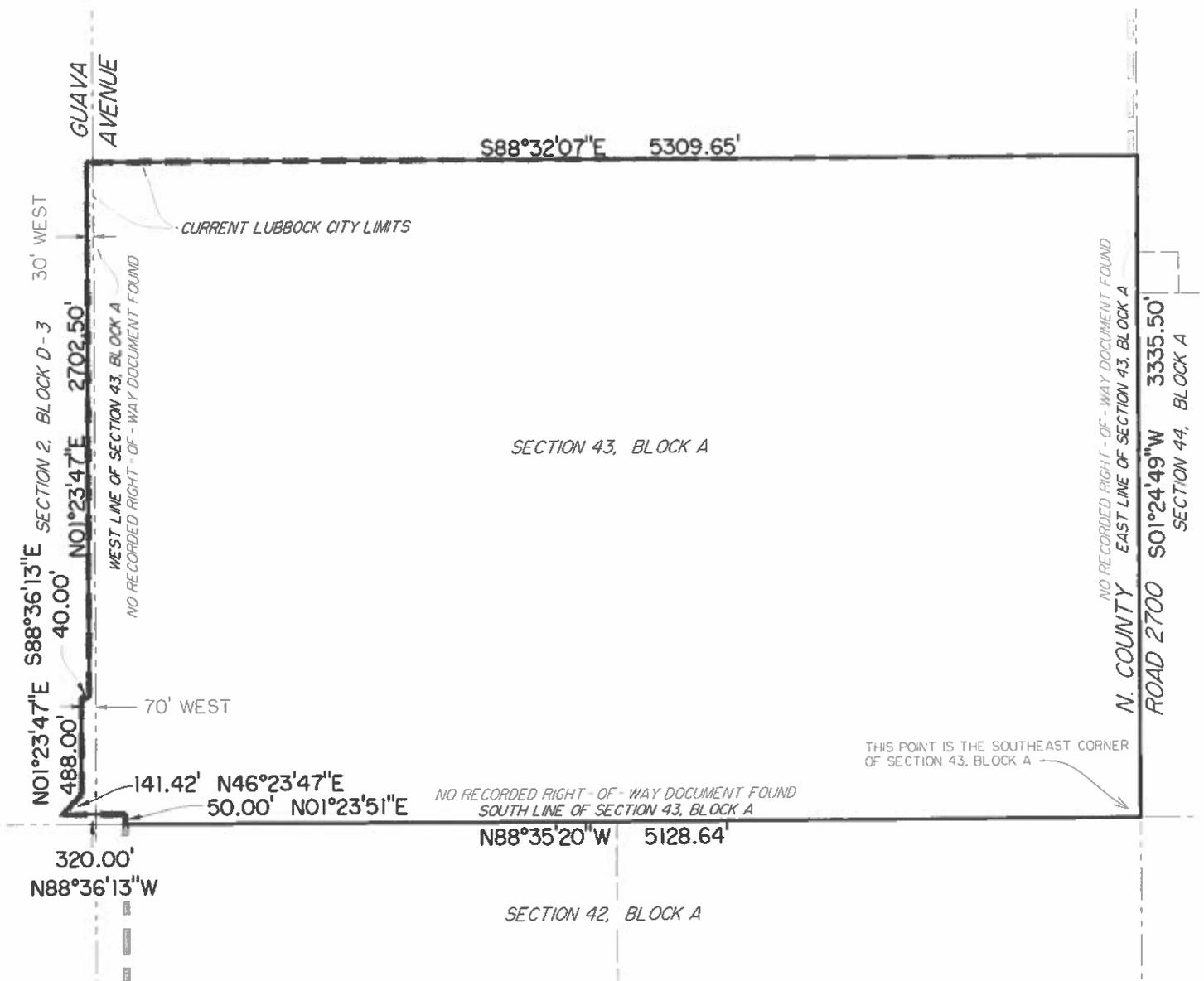
Given under my hand and seal of office, this 2nd day of December, 2024.



R. Cheyenne Lujan
Notary Public in and for Lubbock County, Texas.

EXHIBIT "A"

Sketch Illustrating Proposed Annexation



SCALE: 1"=800'
DATE: 11-06-2024

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS • CIVIL ENGINEERS • LAND PLANNERS
1515 W. BENTLEY BLVD. SUITE 1000 • LUBBOCK, TX 79401
PHONE: 806.743.7324 FAX: 806.743.7324
WWW.HUGOREEDANDASSOCIATES.COM

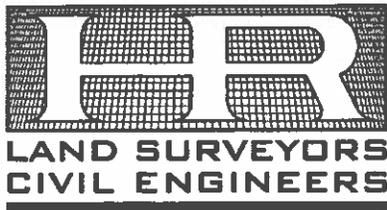


EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 407.28-acre tract located in Section 43, Block A and Section 2, Block D-3, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of Section 43, Block A, said point also being the Northeast corner of a 160 acre tract recorded in Volume 4514, Page 321 of the Official Real Property Records of Lubbock County, Texas, and the Southeast corner of this tract;

THENCE N. 88°35'20" W., along the South line of said Section 43 and the Northern boundary of said 160 acre tract, at 2639.31 feet pass a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the Northwest corner of said 160 acre tract and the Northeast corner of a 160 acre tract described under County Clerk File Number 2015007570 of the Official Public Records of Lubbock County, Texas, continuing along the Northern boundary of said 160 acre tract for a total distance of 5128.64 feet to a point in the East line of the present city limits as established by City of Lubbock Ordinance Number 6201, for the most Southerly Southwest corner of this tract, whence a 5/8" iron rod found at the Southwest corner of said Section 43 and the Northwest corner of said 150.9 acre tract bears N. 88°35'20" W. a distance of 150.00 feet;

THENCE N. 01°23'51" E., along the East line of said present city limits, a distance of 50.00 feet to a point for an "ell" corner of this tract;

THENCE N. 88°36'13" W., along the East line of said present city limits, at 150.00 feet pass the West line of said Section 43 and the East line of Section 2, Block D-3, continuing along said present city limits, for a total distance of 320.00 feet to a point in the East line of the present city limits as established by City of Lubbock Ordinance Number 2018-O0051, for the most Westerly Southwest corner of this tract;

THENCE N. 46°23'47" E., along the East line of said present city limits, a distance of 141.42 feet to a point 70.00 feet West of the East line of said Section 2;

THENCE N. 01°23'47" E., continuing along the East line of said present city limits and along a line 70.00 feet West of and parallel to the East line of said Section 2, a distance of 488.00 feet to a point in the East line of the present city limits as established by City of Lubbock Ordinance Number 8647;

THENCE S. 88°36'13" E., along the East line of said present city limits, a distance of 40.00 feet to a point for an "ell" corner of this tract, said point being 30.00 feet West of the East line of said Section 2;

THENCE N. 01°23'47" E., along a line 30.00 feet West of the East line of said Section 2, a distance of 2702.50 feet to a point for the Northwest corner of this tract;

THENCE S. 88°32'07" E., at 30.00 feet pass a railroad spike found in the East line of said Section 2, the West line of said Section 43 and the Southwest corner of a 195.2 acre tract recorded in Volume 1778, Page 95 of the Deed Records of Lubbock County, Texas, continuing along the Southern boundary of said 195.2 acre tract, at 5279.65 feet pass an "ell" corner of said present city limits, continuing for a total distance of 5309.65 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the East line of said Section 43, for the Southeast corner of said 195.2 acre tract and the Northeast corner of this tract;

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, Thomas L Cooke, make this affidavit and hereby on oath state that:

I, being the sole partial owner of the following property:

No Address assigned

Property Address _____ City _____ State _____ Zip _____

Phone _____

Email _____

Legal description of property (can be found on property tax statement or at www.lubbockcad.org:
see legal description attached

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

Mont McClendon

Representative's organization or entity (printed)

Signed this _____ day of _____, 20____.

Thomas L Cooke

Signature of Property Owner

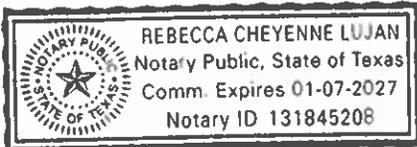
Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Lubbock

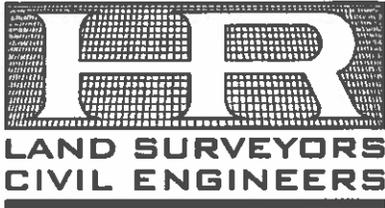
BEFORE ME, the undersigned authority, this day personally appeared Thomas L Cooke

and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO

AND SUBSCRIBED before me on this the 2nd day of December, 2024.



Rebecca Cheyenne Lujan
Notary Public, State of Texas



HUGO REED AND ASSOCIATES, INC.

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

TEXAS REGISTERED ENGINEERING FIRM F-760

TEXAS LICENSED SURVEYING FIRM 100676-00

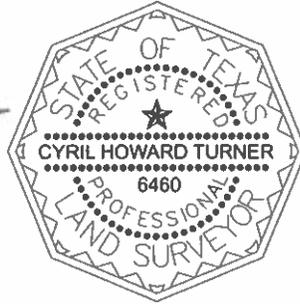
THENCE S. 01°24'49" W., along the East line of said Section 43, a distance of 3335.50 feet to the Point of Beginning.

Contains: 407.28 acres

Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011.

Prepared: November 6, 2024

Cyril H. Turner
Registered Professional
Land Surveyor No. 6460
State of Texas



This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



TITLE ONE

titleonetexas.com

6102 82nd Street, #11
Lubbock, Texas 79424
Telephone: (806) 771-7770
Fax: (806) 771-0663

STATE OF TEXAS §
 § **CERTIFICATE OF OWNERSHIP**
CITY OF LUBBOCK §

Title One Digital Title Services, LLC has searched the Real Property, Abstract of Judgment, Federal Tax Lien, State Tax Lien, and Bankruptcy Records January 1, 1979, through October 24, 2024, as presently recorded in Lubbock County, Texas and find the following:

Record Owner: Thomas L. Cooke (9/14th) and Deidre DeAnn Williams Martin (5/14th)

By virtue of Special Warranty Deed/ Mineral Deed/ Bill of Sale recorded in/under Clerk's File No. 2011034459, Official Public Records of Lubbock County, Texas; and
By virtue of Special Warranty Deed recorded in/under Clerk's File No. 2020045741, Official Public Records of Lubbock County, Texas; and
By virtue of General Warranty Deed recorded in/under Clerk's File No. 2020047306, Official Public Records of Lubbock County, Texas.

Re: See attached Exhibit "A".

Liens: *None found of record.

Judgment Liens: *None found of record.

State Tax Liens: *None found of record.

Federal Tax Liens: *None found of record.

Easements: Right-of-Way Easement recorded in Volume 1154, Page 579, of the Official Public Records of Lubbock County, Texas.

Right-of-Way Easement recorded in Volume 1164, Page 267, of the Official Public Records of Lubbock County, Texas.

Right-of-Way Easement recorded in Volume 1164, Page 526, of the Official Public Records of Lubbock County, Texas.

Right-of-Way Easement recorded in Volume 1431, Page 512, of the Official Public Records of Lubbock County, Texas.

Right-of-Way Easement recorded in Volume 1431, Page 518, of the Official Public Records of Lubbock County, Texas.

Otherwise, to be filed by separate instrument.

Taxes: Not Certificated.

This report contains information from public real property records and is not to be construed as an abstract of title, opinion of title, title insurance commitment, title insurance policy or guarantee. It is expressly understood and agreed this report is furnished for informational purposes only and that no financial liability is assumed by the Title One, Digital Title Services, LLC. It is further understood and agreed that this has not been furnished as title evidence for the basis of any title insurance policy and the issuance thereof is strictly prohibited without the written consent of Title One, Digital Title Services, LLC. Individuals, business entities and/or companies relying on this report do so at their own risk and Title One, Digital Title Services, LLC, its employees and/or agents are not liable for any mistakes or errors in this report.

Executed this 1st day of November 2024.

Title One, Digital Title Services, LLC

Thomas Hearron
Title Examiner

EXHIBIT "A"

All of Section 43, Block A, H.E & W.T. Ry. Co. Survey, Lubbock County, Texas;

Save and Except that portion of the above captioned property having been condemned by the City of Lubbock as evidenced by that Certified Copy of Judgment recorded in Volume 1288, Page 397, Deed Records, Lubbock County, Texas, being further described by metes and bounds as follows:

BEING a tract of land out of Section 43, Block A, H.E. & W. T. R.R. Co. Survey, Lubbock County, Texas, and being more particularly described as follows;

BEGINNING at a point in the West line of Section 43, for the Northwest and beginning corner of this tract, whence the Northwest corner of Section 43, bears North 120.19 feet;

THENCE South along the West line of Section 43, a distance of 1754.52 feet to a point for the southwest corner of this tract;

THENCE East 30.0 feet to a point for a corner of this tract;

THENCE Northeasterly around the arc of a curve to the right, whose radius is 199.7 feet, a distance of 156.84 feet to the end of said curve;

THENCE North 45° 00' East 404.53 feet to a point for a corner of this tract;

THENCE East 1458.46 feet to a point for the Southeast corner of this tract;

THENCE North 900.0 feet to a point for the Northeast corner of this tract;

THENCE West 1458.46 feet to a point for a corner of this tract;

THENCE North 45° 00' West 404.53 feet to the P. C. of a curve to the right;

THENCE Northwesterly around the arc of a curve to the right, whose radius is 199.7 feet, a distance of 156.84 feet to the end of said curve;

THENCE West 30.0 feet to the PLACE OF BEGINNING.

Containing 41.224 Acres

And further Save and Except that portion of the above captioned property having been condemned by the City of Lubbock as evidenced by that Certified Copy of Judgment recorded in Volume 1778, Page 95, Deed Records, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a found 3/8" iron rod, the Northwest corner of Section 43, Block A, Lubbock County, Texas, for the Northwest and beginning corner of this tract;

THENCE South along the West line of Section 43, Block A, 120.19 feet to a point, for a corner of this tract;

THENCE East, 30.0 feet to a point, the P.C. of a curve to the left and a corner of this tract;

THENCE Southeasterly along the arc of a curve to the left, an arc distance of 156.84 feet to the P.T. of said curve, and a corner of this tract; said curve having a radius of 199.7 feet, a central angle of 45°00'00" and a chord that bears South 22°30'00" East, 152.84 feet;

THENCE South 45°00" East, 404.53 feet to a point, for a corner of this tract;

THENCE East, 1458.46 feet to a point, for a corner of this tract;

THENCE South, 900.00 feet to a point, for a corner of this tract;

THENCE West, 1458.46 feet to a point, for a corner of this tract;

THENCE South 45°00'00" West, 404.53 feet to the P.C. of a curve to the left, and a corner of this tract;

THENCE Southwesterly along the arc of a curve to the left, an arc distance of 156.84 feet to the P.T. of said curve and a corner of this tract, said curve has a radius of 199.7 feet, a central angle of 45°00'00" and a chord that bears South 22°30'00" West, 152.84 feet;

THENCE West, 30.0 feet to a point in the West line of Section 43, Block A, for a corner of this tract;

THENCE South along the West line of Section 43, 72.74 feet to a railroad spike set for the Southwest corner of this tract;

THENCE South 89°36'00" East at 5240.00 feet pass a 3/8" iron rod, continuing for a total distance of 5280.0 feet to a 3/8" iron rod set in the East line of Section 43, Block A, for the Southeast corner of this tract;

THENCE North along the East line of Section 43, Block A, 1953.6 feet to a 1/2" iron pipe, found for the Northeast corner of Section 43, and the Northeast corner of this tract;

THENCE West along the North line of Section 43, Block A, 5280.0 feet to the PLACE OF BEGINNING.

* The Company is prohibited from insuring the area or quantity of the land. Any statement in the legal description contained above as to the area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes only.

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

We (Fidelity National Title Insurance Company) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.



Authorized Signatory
Title One Digital Title Services
6102 82nd St. #11
Lubbock, TX 79424

Fidelity National Title Insurance Company



By:


Michael J. Nolan
President

ATTEST


Marjorie Nemzura
Corporate Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo complementemente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding laws, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exception, Exclusions and Conditions, defined below.

EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800)442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling (800)252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

IMPORTANT NOTICE

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

(800)442-7067

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

AVISO IMPORTANTE

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

(800)442-7067

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007



**COMMITMENT FOR TITLE INSURANCE (FORM T-7)
SCHEDULE A**

**Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY**

Effective Date: October 29, 2024

GF No.: 241011

Commitment No. 241011, issued November 7, 2024, 12:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: [REDACTED]

PROPOSED INSURED: MM Holdsworth I, LLC, a Texas limited liability company and/or assigns

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:

PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:

PROPOSED INSURED:

Proposed Borrower:

- f. OTHER

Policy Amount:

PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Thomas L. Cooke and Deidra DeAnn Williams Martin

SCHEDULE A
(Continued)

4. Legal description of land:

METES AND BOUNDS DESCRIPTION of a 404.5 acre tract, being that same tract described under County Clerk File No. 2020045741 of the Official Public Records of Lubbock County, Texas, located in Section 43, Block A, H. E. & W. T. Railroad Company Survey, Lubbock County, Texas, said 404.5 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of said Section 43, Block A, H. E. & W. T. Railroad Company Survey, Lubbock County, Texas, same being the Southeast corner of this tract, from whence a railroad spike found at the Southeast corner of Section 42, Block A, Lubbock County, Texas, bears S. 01°25'25" W. a distance of 5289.54 feet;

THENCE N. 88°35'20" W., along the South line of said Section 43, at 2639.31 feet pass a found 1/2" iron rod with cap marked "HRA", continuing for a total distance of 5278.64 feet to a 5/8" iron rod found at the Southwest corner of said Section 43 and this tract, from whence a 1/2" iron pipe found at the Southwest corner of said Section 42, bears S. 01°23'51" W. a distance of 5292.35 feet;

THENCE N. 01°23'47" E. along the West line of said Section 43, at 46.47 feet pass a found 1/2" iron rod, at 2390.34 pass a found railroad spike, continuing for a total distance of 3340.43 feet to a railroad spike found at the Southwest corner of a 195.2 acre tract, described in Volume 1778, Page 95 of the Deed Records of Lubbock County, Texas and the Northwest corner of this tract, from whence a 1" iron pipe found at the Northwest corner of said Section 43, bears N. 01°23'47" E. a distance of 1952.25 feet;

THENCE S. 88°32'07" E. along the Southern boundary of said 195.2 acre tract, a distance of 5279.65 feet to a 1/2" iron rod with cap marked "HRA" set in the East line of said Section 43, for the Southeast corner of said 195.2 acre tract and the Northeast corner of this tract, from whence a railroad spike found at the Northeast corner of said Section 43, bears N. 01°24'49" E. a distance of 1953.61 feet;

THENCE S. 01°24'49" W., along the East line of said Section 43, a distance of 3335.50 feet to the Point of Beginning

* The Company is prohibited from insuring the area or quantity of the land. Any statement in the legal description contained in Schedule A as to the area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Schedule B, Item 2 herein.



Authorized Signatory
Title One Digital Title Services
6102 82nd St. #11
Lubbock, TX 79424

Fidelity National Title Insurance Company



By: 
Michael J. Nolan
President

ATTEST 
Marjorie Nemzura
Corporate Secretary

SCHEDULE B

Commitment No.: 241011

GF No.: 241011

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below:~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2025, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2025, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

SCHEDULE B

(Continued)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. An oil, gas, and mineral lease recorded in/under Volume 29, Page 579, Oil and Gas Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
 - b. An oil, gas, and mineral lease recorded in/under Volume 29, Page 581, Oil and Gas Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
 - c. An oil, gas, and mineral lease recorded in/under Volume 29, Page 633, Oil and Gas Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
 - d. An oil, gas, and mineral lease recorded in/under Volume 29, Page 634, Oil and Gas Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
 - e. An oil, gas, and mineral lease recorded in/under Volume 29, Page 665, Oil and Gas Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
 - f. An oil, gas, and mineral lease recorded in/under Volume 35, Page 135, Oil and Gas Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
 - g. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 719, Page 585, Deed Records of Lubbock County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership of holder of such interest(s).
 - h. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 719, Page 587, Deed Records of Lubbock County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership of holder of such interest(s).
 - i. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 719, Page 699, Deed Records of Lubbock County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership of holder of such interest(s).

SCHEDULE B

(Continued)

- j. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 720, Page 19, Deed Records of Lubbock County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership of holder of such interest(s).
- k. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 1502, Page 904, Deed Records of Lubbock County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership of holder of such interest(s).
- l. An oil, gas, and mineral lease recorded in/under Volume 5220, Page 305, Real Property Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
- m. An oil, gas, and mineral lease recorded in/under Clerk's File No. 2011038107, Official Public Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
- n. An oil, gas, and mineral lease recorded in/under Clerk's File No. 2011038114, Official Public Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
- o. An oil, gas, and mineral lease recorded in/under Clerk's File No. 2011038115, Official Public Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
- p. An oil, gas, and mineral lease recorded in/under Clerk's File No. 2011038121, Official Public Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
- q. An oil, gas, and mineral lease recorded in/under Clerk's File No. 2011040464, Official Public Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
- r. An oil, gas, and mineral lease recorded in/under Clerk's File No. 2012004614, Official Public Records, Lubbock County, Texas. (Title to said lease has not been examined subsequent to the date of its execution.)
- s. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other minerals together with all rights, privileges and immunities relating thereto appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- t. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land that are not listed.

SCHEDULE B

(Continued)

- u. Right-of-Way Easement recorded in Volume 1154, Page 579, Deed Records of Lubbock County, Texas.
- v. Right-of-Way Easement recorded in Volume 1164, Page 267, Deed Records of Lubbock County, Texas.
- w. Right-of-Way Easement recorded in Volume 1164, Page 526, Deed Records of Lubbock County, Texas.
- x. Right-of-Way Easement recorded in Volume 1431, Page 512, Deed Records of Lubbock County, Texas.
- y. Right-of-Way Easement recorded in Volume 1431, Page 518, Deed Records of Lubbock County, Texas.
- z. Any and all fences, easements and/or encroachments as shown on survey dated October 30, 2024, by Cyril H. Turner, Registered Professional Land Surveyor.
- aa. Easements or claims of easements not recorded in the public records.
- ab. Subject to the rights and claims of tenants and parties in possession.

SCHEDULE C

Commitment No.: 241011

GF No.: 241011

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.
6. We must be furnished the marital status of the record owner, from the date of acquisition to the present time. If the record owner is married, we require either (i) the joinder of the spouse; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any homestead and stating that the property is under the sole management and control of the record owner.
7. We must be furnished for examination a copy of the limited liability company agreement established MM Holdsworth I, LLC, a Texas limited liability company, which names the managers who operate the limited liability company and the members who are owners of interest in the limited liability company.

SCHEDULE D

Commitment No.: 241011

GF No.: 241011

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers of FIDELITY NATIONAL TITLE INSURANCE COMPANY:

Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Raymond Randall Quirk; Executive Vice President, Anthony John Park; Secretary, Michael Louis Gravelle; Treasurer, Daniel Kennedy Murphy

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

(a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:

McClendon Holdings, LLC; McREI II, LLC; Marc McDougal Investments, LLC; McDougal Family Partnership, Ltd; Shag Holdings, LLC; TYDY Investments, LLC; Haldus T1 Holdings, LLC, David Frisbie

(b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

Mont McClendon, Christy McClendon, D. Marc McDougal, Keith McNeese, Melanie McNeese, Darin Yates, Haldus Holdings, LLC, Dustin Brooks, Haley Brooks

(c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

Directors/Officers: David Frisbie, President; Dustin Brooks, Executive Vice President, Treasurer, Secretary

(d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.

None

(e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

SCHEDULE D

(Continued)

You are further advised that the estimated title premium* is:

Owner's Policy	\$	15,225.00
Total	\$	15,225.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
%		

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

Commitment No.: 241011

GF No.: 241011

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is **\$2,000,000** or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of **\$2,000,000** shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE