City of Lubbock, Texas
Regular City Council Meeting
April 22, 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

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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.

1:45 p.m. - City Council convenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council.

1. **Work Session**

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

1. 1. 1. Final Year 2024/25 Sales Tax Collections and Projections

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

3. **Ceremonial Items**

3. 1. Invocation

3. 2. Pledges of Allegiance

Call to Order

4. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on April 22, 2025. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

5. **Minutes**

5. 1. March 25, 2025 Regular City Council Meeting

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

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-O0047, Amendment 16, respecting the Hazard Mitigation Generators Capital Improvement Project in the Water/Wastewater Capital Project Fund and the Grant Fund; providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Emergency Management:** Consider a resolution ratifying the actions of the City Manager in accepting an award from the Federal Emergency Management Agency under the DR-4485 Texas Covid-19 Pandemic Hazard Mitigation Grant Program, for the acquisition of emergency power generators to be located at the Southeast Water Reclamation Plant.

6. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 17, amending the FY 2024-25 Fire Rescue Job Grade Summary, respecting the General Fund; providing for filing; and providing for a savings clause.

6. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 18, respecting the General Fund, Impact Fee Streets Zone E Fund, and the Quaker Avenue:146th Street to Woodrow Road Project, in the Streets Capital Project Fund; providing for filing; and providing for a savings clause.

6. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 19, respecting the General Fund and the Godeke Branch Library Building Purchase Capital Improvement Project in the General Capital Project Fund; providing for filing; and providing for a savings clause.

6. 4. 1. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute a Purchase and Sale Agreement, by and between the City of Lubbock and Luskey Brothers Investments, LLC, for the purchase of real property located at 5034 Frankford Avenue (Godeke Branch Library).

6. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 20, amending the FY 2024-25 Budget for municipal purposes, respecting the Information Technology Fund for the purchase of police laptops; providing for filing; and providing for a savings clause.

6. 6. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2025-O0048, abandoning and closing alley right-of-way located in Section 77, Block A, recorded in Vol. 1843, Pg. 285, City of Lubbock, Lubbock County, Texas, near the North Loop Industrial Park, north of East Lehigh Street, and east of Ash Avenue.

6. 7. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2025-O0049, abandoning and closing portions of streets located in Section 77, Block A, recorded in Vol. 474, Pg. 183, City of Lubbock, Lubbock County, Texas, north of the North Loop Industrial Park, and south of Northeast Loop 289.

6. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Lot 20, Block 21 of the Marti-Ameen Addition, Lubbock County, Texas (Parcel 5), at the northwest corner of 82nd Street and Avenue B, to be utilized for the 2022 Street Bond Project.

6. 9. **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 real property located in Section 24, Block E-2, Lubbock County, Texas (Parcel 54), on the south side of 114th Street between Elkhart Avenue and Chicago Avenue, to be utilized for the 2022 Street Bond Project.

6. 10. **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 real property located in Section 8, Block E of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 15), on the southwest corner of 82nd Street and Avenue F, to be utilized for the 2022 Street Bond Project.

6. 11. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute two (2) Street Use Licenses, and related documents, by and between the City of Lubbock and CFC-LSH, LLC, for the purpose of drainage located on Queens Street, west of North Quaker Avenue.

6. 12. **Ordinance 1st Reading - Engineering:** Consider an ordinance adopting a revised City of Lubbock Master Thoroughfare Plan Map.

6. 13. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 3 to Professional Services Agreement Contract 15208, and related documents, with Freese and Nichols, Inc., for services related to the Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvements Project.

6. 14. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Development Agreement Contract 18779, with Betenbough Homes, LLC, Starlight Development, LLC, and WTLG Hidden Oaks, LLC, for the construction of a portion of the Southwest Lubbock Sanitary Sewer Expansion Project.

6. 15. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Professional Services Agreement Contract 17265, and related documents, with Plummer Associates, Inc., for the Reese Water Line Extension.

6. 16. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 18419, with Archer Western Construction, LLC, for construction services associated with the West Lubbock Water Expansion Project, Pump Station No. 17 and Ground Storage Tank.

6. 17. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, Contract 18176, by and between the City of Lubbock and South Plains Electric Cooperative, Inc., to move and relocate utility poles in preparation for reconstruction of Milwaukee Avenue, from 4th Street to the north city limits, as a portion of the 2022 Street Bond Project.

6. 18. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, Contract 18813, and related documents, by and between the City of Lubbock and the South Plains Electric Cooperative, Inc., for adjustment and relocation of utility poles and lines, as part of the 66th Street Drainage Channel Improvements Project.

6. 19. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract 18185, by and between the City of Lubbock and Rink's Lease Service, for the water line relocation ahead of Loop 88, Section 3D.

6. 20. **Resolution - Planning:** Consider a resolution prescribing the type of notice to be given for a joint meeting of the City Council and the Planning and Zoning Commission, for a public hearing to consider amendments to the Unified Development Code, as provided under Section 211.007(d) of the Texas Local Government Code.

6. 21. **Resolution - Public Works Water Treatment:** Consider a resolution authorizing the Mayor to execute Purchase Order 22105419,, with Mantech (USA), Inc., for the purchase of laboratory equipment for water treatment lab services.

6. 22. **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute Service Contract 18100 with Ceres Environmental Services, Inc., for debris management during Federal Emergency Management Agency-activated/qualifying reimbursement events.

6. 23. **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute Service Contract 18693, with CrowderGulf Disaster Recovery & Debris Management LLC, for debris management during Federal Emergency Management Agency-activated/qualifying reimbursement events.

6. 24. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 18604, with Veoci, Inc., for Part 139 Inspection, Work Order System, Safety Management System Reporting Software, and Maintenance at Lubbock Preston Smith International Airport.

6. 25. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute License Amendment 1 – City of Lubbock and Lubbock Experience, Inc., for the Downtown Lubbock Civic Park.

6. 26. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 4 to Professional Services Agreement Contract 17764, with West Texas Services, Inc. dba Tom's Tree Place, for services related to right-of-way improvements in the North Overton Tax Increment Financing District boundary.

6. 27. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 18619, with Hugo Reed and Associates, Inc., for the redesign of a retaining wall and surrounding area at the Playa Lake Park Playground in the Bell Farms Public Improvement District.

6. 28. **Resolution - Business Development:** Consider a resolution confirming that the City of Lubbock has no objection to the proposed 4% Non-Competitive Housing Tax Credit application to be submitted to the Texas Department of Housing and Community Affairs, for the Ella Apartments, located at 1102 58th Street in Lubbock, Texas.

6. 29. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 10028429, with PPE Software, LLC, for the Fire Service Asset Management System Software for Lubbock Fire Rescue.

6. 30. **Resolution - Telecommunications:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001973, with AT&T Enterprises, LLC, for Engage Call Recording maintenance and support.

6. 31. **Resolutions - Fleet Services:** Consider two resolutions authorizing the Mayor to execute Contract 18603, with Safety-Kleen Systems, and Contract 18822, with AEG Petroleum LLC, for the purchase of engine oils and lubricants for City of Lubbock vehicles and equipment.

6. 32. **Resolutions - Fleet Services:** Consider two resolutions authorizing the Mayor to execute Contract 18573, with the Arnold Oil Company, and Contract 18810, with Interstate Batteries of the South Plains, for the purchase of automotive batteries for City of Lubbock vehicles.

6. 33. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute Purchase Order 10028377, with Aero Precision LLC, for the purchase of Law Enforcement M4E1-T Complete Short Barrel Rifles for the Lubbock Police Department.

6. 34. **Resolution - Lubbock Power & Light:** Consider a resolution authorizing the Mayor to authorize the Chief Administrative Officer of Lubbock Power & Light (LP&L), to execute a Ninth Amendment to the Professional Services Agreement, dated May 29, 2018, by and between the City of Lubbock, acting by and through LP&L, and TMG Utility Advisory Services, Inc., to expand the scope of services to include work required to integrate with Smart Meter Texas.

6. 35. **Resolution - City Manager:** Consider a resolution approving Atmos Energy's specific rates and tariffs included in Exhibit A to the negotiated Settlement Agreement, with such rates becoming effective beginning on whichever date is later, May 20, 2025, or the date the Railroad Commission of Texas (RRC) issues its final written order in RRC Case No. OS-24-00018879, for service rendered on and after that date.

7. **Regular Agenda**

7. 1. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 3520, a request of Hugo Reed and Associates, Inc. for D & T Farms, for a zone change from Low Density Single-Family District (SF-2) to Light Industrial District (LI), generally located north of East Bluefield Street and east of North Guava Avenue, on 404.5 acres of unplatted land out of Block A, Section 43, and consider an ordinance.

7. 2. **Public Hearing - Planning (District 3):** Consider a request for Zone Case 1901-A, a request of 7B Building and Development, LLC for Buslon, Inc., for a zone change from Medium Density Residential District (MDR) and Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC), at 5106 Slide Road, located west of Slide Road and south of 51st Street, Buster Long Addition, the west 95.16 feet of Lot 103, and the west 95.16 feet of the north 7 feet of Lot 102, and consider an ordinance.

7. 3. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 3519, a request of AMD Engineering, LLC for Red Canyon Development, LLC, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 16002 Quaker Avenue, located west of Quaker Avenue and north of Woodrow Road, on 14.123 acres of unplatted land out of Block AK, Section 6, and consider an ordinance.

7. 4. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3518, a request of AMD Engineering, LLC for Redeemer Church of Lubbock, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 6303 and 6305 130th Street, located south of 130th Street and east of Milwaukee Avenue, on 3.486 acres of unplatted land out of Block AK, Section 9, and consider an ordinance.

7. 5. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3521, a request of AMD Engineering, LLC for Barbara Beck, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), at 6602 104th Street, located west of Milwaukee Avenue and north of 104th Street, on 15 acres of unplatted land out of Block AK, Section 22, and consider an ordinance.

7. 6. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement with Nicolett Land Company, LLC, for the requested annexation of an area of land generally described as 121.80 acres, adjacent to and south of 130th Street (Loop 88) and west of Milwaukee Avenue, into the City of Lubbock corporate limits, along with the adjacent right-of-way.

AI# 13394
Regular City Council Meeting **5. 1.**
04/22/2025:

Information

Agenda Item
March 25, 2025 Regular City Council Meeting

Item Summary
March 25, 2025 Regular City Council Meeting

Fiscal Impact
None

Staff/Board Recommending
Courtney Paz, City Secretary

Attachments

3.25.2025

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
March 25, 2025
12:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 25th of March, 2025, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:30 p.m.

12:30 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

Absent: Mayor Mark W. McBrayer

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.4; 5.8-5.23; 5.26-5.38; 5.5-5.7; 5.24-5.25; 5.39; and 6.1-6.2.*
- *Item No. 5.7 was amended.*
- *Item No. 5.39 was postponed to the April 22, 2025 Regular City Council Meeting.*

1. Executive Session

The meeting recessed at 12:31 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:00 p.m., and the meeting was called to order at 2:03 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. Highland Oaks Annexation (Chapter 43 of the Texas Local Government Code)

1. 1. 2. MB3, LLC - Housing Discussion

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. Original Town Lubbock, Block 130, Lots 1-20 and Alley

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 Lake Alan Henry Board of Appeals.

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.

1. 4. 1. Central Business District

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

City Council reconvened at 2:00 p.m.

2. Ceremonial Items

2. 1. Invocation

Pastor Ryan Smallwood, Aldersgate Church, led the invocation.

2. 2. Pledges of Allegiance

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

Call to Order

The meeting was called to order at 2:03 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 March 25, 2025. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Kathy Cantu; and Michael Maldonado appeared before City Council to speak in favor of item 6.1 (Zone Case 1112-G).

4. Minutes

4. 1. February 25, 2025 Regular City Council Meeting
March 5, 2025 Special City Council Meeting - State of the City

Motion by Council Member Brayden Rose, seconded by Council Member Dr. Jennifer Wilson, to approve the February 25, 2025 Regular City Council Meeting minutes and the March 5, 2025 Special City Council Meeting - State of the City minutes.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

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

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve items 5.1-5.4; 5.8-5.23; and 5.26-5.38.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2025-O0038, Amendment 11, amending the FY 2024-25 Budget for municipal purposes respecting the 66th Street from I-27 to Ash Avenue Capital Improvement Project in the Streets Capital Project Fund; providing for filing; and providing for a savings clause.

5. 1. 1. **Resolution - Engineering:** Resolution No. 2025-R0123 authorizing the Mayor to execute Development Agreement Contract 18627, with CRS Business Park, LLC., for the construction of a portion of 66th Street, from I-27 to Ash Avenue.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2025-O0039, Amendment 15, establishing the McAlister Park Playground Capital Improvement Project in the Parks Capital Project Fund; providing for filing; and providing for a savings clause.

5. 3. **Resolution - Risk Management:** Resolution No. 2025-R0124 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property insurance to include terrorism from HDI Global Specialty, Princeton Excess & Surplus Lines Insurance and Underwriters at Lloyds, London/Hiscox, for a limit of $50,000,000 coverage for John T. Montford Dam, for a total premium not to exceed $266,791.91.

5. 4. **Resolution - Risk Management:** Resolution No. 2025-R0125 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, layered excess liability insurance coverage from Texas Insurance Company (41%) and Upland Specialty Insurance Company (59%), for which the total premium amount shall not exceed $1,056,926.14.

5. 5. **Resolution - Risk Management:** Resolution No. 2025-R0150 authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, excess workers' compensation coverage from Midwest Employer's Casualty Company, for which the total amount shall not exceed $283,195 annually for a two-year term.

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

Motion by Council Member Brayden Rose, seconded by Council Member David Glasheen, to approve Resolution No. 2025-O0150.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

5. 6. **Resolution - Risk Management:** Resolution No. 2025-R0151 authorizing and directing the City Manager to execute Contract No. 18578, and related documents, for Third Party Workers' Compensation Claims Administrator Services, by and between City of Lubbock and TRISTAR Claims Management Services.

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

Motion by Council Member Brayden Rose, seconded by Council Member David Glasheen, to approve Resolution No. 2025-O0151.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

5. 7. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2025-O0030, abandoning and closing portions of alley right-of-way, located in Block 102, Overton Addition to the City of Lubbock, Lubbock County, Texas, between 14th Street and 15th Street, west of Avenue X in Block 102.

This item was amended.

Erik Rejino, assistant city manager, gave comments and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Brayden Rose, to approve Ordinance No. 2025-O0030 with the following amendment:

- I move to substitute Ordinance No. 2025-O0030 that is in the Council packet with the Ordinance that has been passed out at the dais.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

5. 8. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2025-O0040, abandoning and closing portions of an Underground Utility Easement, located on the southwest line of Tract TT, West Business Park Addition to the City of Lubbock, Lubbock County, Texas, near the southeast corner of Alcove Avenue and 66th Street.

5. 9. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2025-O0041, abandoning and closing portions of an Underground Street Light Cable Easement, located on the east side of Lot 19, Block 102, Overton Addition to the City of Lubbock, Lubbock County, Texas.

5. 10. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2025-O0043, abandoning and closing portions of an Access Easement, located in Tracts 4C-4F, Huntington Business Park, City of Lubbock, Lubbock County, Texas, at the southeast corner of Indiana Avenue and 122nd Street.

5. 11. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2025-O0044, abandoning and closing portions of Right-of-Way, located in Section 6, Block E, of the GC & SF R.R. Co. survey, Lubbock County, Texas, at the northeast and northwest corners of 82nd Street and Cedar Avenue.

5. 12. **Resolution - Right-of-Way:** Resolution No. 2025-R0126 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 43, Block AK, Lubbock County, Texas (Parcel 37), on the east side of Upland Avenue, south of 27th Street, and north of 28th Street, to be utilized for the Upland Avenue Project, which is a portion of the 2022 Street Bond Project.

5. 13. **Resolution - Right-of-Way:** Resolution No. 2025-R0127 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 real property located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 22), at the southwest corner of 82nd Street and Ash Avenue, to be utilized for the 2022 Street Bond Project.

5. 14. **Resolution - Right-of-Way:** Resolution No. 2025-R0128 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 real property located in Section 23, Block E-2, Lubbock County, Texas (Parcel 52), on the south side of 114th Street, between Elkhart Avenue and Chicago Avenue, to be utilized for the 114th Street Project, which is a portion of the 2022 Street Bond Project.

5. 15. **Resolution - Right-of-Way:** Resolution No. 2025-R0129 authorizing the Mayor to execute a Real Property Sales Contract and Deed, and all related documents, by and between the City of Lubbock and M&M Homes, for real property located within Lots 2-5, Block 1, Park View Addition to the City of Lubbock, Lubbock County, southwest of 3rd Street and Avenue C.

5. 16. **Resolution - Right-of-Way:** Resolution No. 2025-R0130 authorizing the Mayor to execute a Street Use License, and related documents, by and between the City of Lubbock and Texland Petroleum, LP, for an underground oil flow pipeline on 199.91 square feet of Right-of-Way, crossing East Municipal Drive, east of Northeast Loop 289.

5. 17. **Resolution - Right-of-Way:** Resolution No. 2025-R0131 authorizing the Mayor to execute a Street and Alley Use License, and related documents, by and between the City of Lubbock and Texland Petroleum, LP, for an underground pipeline for secondary recovery operations at 13 locations, totaling 75,355 square feet of right-of-way, generally north of North Loop 289, between University Avenue and Interstate-27.

5. 18. **Resolution - Engineering:** Resolution No. 2025-R0132 authorizing the Mayor to execute Amendment No. 1 to Design Contract 18087, and related documents, with Freese and Nichols, Inc., for water reclamation electrical replacement and monitoring at the Southeast Water Reclamation Plant.

5. 19. **Resolution - Engineering:** Resolution No. 2025-R0133 authorizing the Mayor to execute Amendment No. 3 to the Professional Services Agreement Contract No. 17130, and related documents, with Kimley-Horn and Associates, Inc., for engineering services for the reconstruction of 34th Street from Upland Avenue to Milwaukee Avenue, which is a portion of the 2022 Street Bond Project

5. 20. **Resolution - Engineering:** Resolution No. 2025-R0134 authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract No. 17625, and related documents, with Freese and Nichols, Inc., for design services for Upland Avenue from 50th Street to 66th Street, which is a portion of the 2022 Street Bond Project.

5. 21. **Ordinance 2nd Reading - Planning:** Ordinance No. 2025-O0042, for a request for annexation, from Thomas L. Cooke and Deidra DeAnn Williams Martin, to annex an area of approximately 407.28 acres, adjacent to the eastern city limits of the City of Lubbock, north of East Bluefield Street and east of North Guava Avenue, into Lubbock's corporate limits.

5. 22. **Resolution - Public Works Water Utilities:** Resolution No. 2025-R0135 authorizing the Mayor to execute Purchase Order 23105965, with Essential Equipment, Texas, LLC, in accordance with Sourcewell Contract No. 120721-RVL, for the purchase of sewer line camera inspection equipment to verify sewer tap locations and pipe condition.

5. 23. **Resolution - Public Works Wastewater:** Resolution No. 2025-R0136 authorizing the Mayor to execute Purchase Order 23105947, with James, Cook, Hobson, to purchase two submersible pumps for use at Lift Station 48 at the Southeast Water Reclamation Plant.

5. 24. **Resolution - Public Health Services:** Resolution No. 2025-R0152 authorizing the Mayor to execute Amendment No. 2 to the Department of State Health Services Contract No. HHS001331300015, and all related documents, by and between the City of Lubbock and the State of Texas Department of State Health Services, under the Immunization Local Grant Program, to prevent and control the transmission of vaccine-preventable diseases in children and adults.

Katherine Wells, director of public health; 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 Resolution No. 2025-R0152.

Vote: 5 - 1 Motion carried

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

Motion by Council Member David Glasheen, to postpone this item to the April 8, 2025 Regular City Council Meeting, no second. The motion was not considered.

5. 25. **Resolution - Public Health Services:** Resolution No. 2025-R0153 authorizing the Mayor to execute a Professional Services Agreement, and all related documents, by and between the City of Lubbock Health and Texas Tech University Health Sciences Center, to provide certain infectious disease healthcare services to the City of Lubbock Health Department Intermediary Care Clinic.

Katherine Wells, director of public health; 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-R0153.

Vote: 5 - 1 Motion carried

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

5. 26. **Resolution - Community Development:** Resolution No. 2025-R0137 authorizing the Mayor to execute Community Development Block Grant Funding Agreement 18708, and all related documents, by and between the City of Lubbock, Community Development and Lubbock Children's Health Clinic.

5. 27. **Resolution - Community Development:** Resolution No. 2025-R0138 authorizing the Mayor to execute a Community Development Funding Contract 18723, 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 Texas Department of Housing and Community Affairs.

5. 28. **Resolution - Community Development:** Resolution No. 2025-R0139 authorizing the Mayor to execute a Community Development Block Grant Funding Agreement 18709, and all related documents, by and between the City of Lubbock, Community Development and Children's Advocacy Center, for funding to replace the parking garage roof at 720 Texas Avenue.

5. 29. **Resolution - Aviation:** Resolution No. 2025-R0140 authorizing the Mayor to execute Contract 18761, with RS&H, Inc., and Contract 18543, with Parkhill, for Architectural/Engineering Services at Lubbock Preston Smith International Airport.

5. 30. **Resolution - Aviation:** Resolution No. 2025-R0141 authorizing the Mayor to execute Contract 18651, with FMG Construction Group, LLC, for Second Floor Renovations at Lubbock Preston Smith International Airport.

5. 31. **Resolution - Business Development:** Resolution No. 2025-R0142 confirming that the City of Lubbock has no objection to the proposed 4% Non-Competitive Housing Tax Credit application to be submitted to the Texas Department of Housing and Community Affairs, for the Hillcrest Manor Apartments, located at 1102 North Memphis Avenue in Lubbock, Texas.

5. 32. **Resolution - Human Resources:** Resolution No. 2025-R0143 authorizing the Mayor to execute the Plan Document for the existing Health Reimbursement Arrangement, for the purpose of allowing retirees to obtain reimbursement of eligible medical expenses incurred by the retiree and their family members.

5. 33. **Resolution - Parks and Recreation:** Resolution No. 2025-R0144 authorizing the Mayor to execute Professional Services Agreement, Contract 18678, with Parkhill, to provide Engineering and Design Services for a new pump station and irrigation system at the Lubbock Cemetery.

5. 34. **Resolution - Parks and Recreation:** Resolution No. 2025-R0145 authorizing the Mayor to execute Contract 18669, with SRH Landscapes LLC, for landscape maintenance services for the City of Lubbock facilities.

5. 35. **Resolution - Parks and Recreation:** Resolution No. 2025-R0146 authorizing the Mayor to execute Contract 18399, with Reeder Landscape, for landscape maintenance services for the City of Lubbock Streetscapes, Medians, Turnarounds, and Rights-of-Way.

5. 36. **Resolution - Police:** Resolution No. 2025-R0147 authorizing the Mayor to execute Purchase Order 10028284, with Angel Armor, LLC, for the purchase of ballistic vests with load-bearing carriers for the Lubbock Police Department.

5. 37. **Resolution - Police:** Resolution No. 2025-R0148 authorizing the Mayor to execute Purchase Order 10028285, with GT Distributors, Inc., for the purchase of Glock service pistols for the Lubbock Police Department.

5. 38. **Resolution - Police:** Resolution No. 2025-R0149 authorizing the Mayor to execute Purchase Order 10028288, with SSD International Inc., for the purchase of ammunition for the Lubbock Police Department.

5. 39. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, Amendment No. 2 to American Rescue Plan Act (ARPA) Funding Agreement No. 16514, to alter the payout agreement for the previously approved funding.

This item was postponed.

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

Motion by Council Member Tim Collins, seconded by Council Member Gordon Harris, to postpone this item to the April 22, 2025 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

6. Regular Agenda

6. 1. **Public Hearing - Planning (District 2):** Ordinance No. 2025-O0045, for Zone Case 1112-G, a request of Presto Hail Lifters for Lon Miller, for a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial (AC), at 2110 and 2112 50th Street, located north of 50th Street and west of Avenue U, Felix Addition, Lot 10 and the west 37.5 feet of Lot 9.

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

Mayor Pro Tem Martinez-Garcia opened the public hearing at 2:34 p.m.

No one appeared to speak in favor or opposition.

Mayor Pro Tem Martinez-Garcia closed the public hearing at 2:35 p.m.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Brayden Rose, to approve Ordinance No. 2025-O0045.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

6. 2. **Ordinance (Single Reading) - Finance:** Ordinance No. 2025-O0046 providing for the issuance of City of Lubbock, Texas, General Obligation Bonds, in one or more series, in a principal amount not to exceed $54,000,000, for the purpose of paying the costs of acquiring, constructing and reconstructing street improvements, including but not limited to sidewalks, utility line relocation and traffic signalization, necessary and related storm damage facilities and the acquisition of land and rights-of-way therefor, levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving an official statement; approving execution of a purchase contract; and enacting other provisions relating thereto. Street bond projects funded by the 2022 voter authorization include 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. Street bond projects funded by the 2024 voter authorization include 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.

Joe Jimenez, chief financial officer, introduced the item, gave comments, and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0046.

Vote: 6 - 0 Motion carried

Other: Mayor Mark W. McBrayer (ABSENT)

2:47 P.M. CITY COUNCIL ADJOURNED

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

The March 25, 2025 Regular City Council Meeting minutes were approved by the City Council on the 22nd day of April, 2025.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 13357

Regular City Council Meeting **6. 1.**

04/22/2025:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2025-O0047, Amendment 16, respecting the Hazard Mitigation Generators Capital Improvement Project in the Water/Wastewater Capital Project Fund and the Grant Fund; providing for filing; and providing for a savings clause.

Item Summary

On April 8, 2025, the City Council approved the first reading of the ordinance.

I. Establish Capital Improvement Project 92906, Hazard Mitigation Generators, and appropriate funding in the amount of $5,806,580. Funding will be $5,225,922 from the Hazard Mitigation Grant and $580,658 from the Water/Wastewater Fund as a 10% match.
II. Amend the transfer from the Hazard Mitigation Grant to the Water/Wastewater Capital Project Fund by $5,806,580.

The purpose of the Budget Amendment is to fund the following for the Water/Wastewater Department:

- Four 1,000kW diesel portable Tier 4-compliant emergency back-up electrical generators;
- One 500 kW diesel portable Tier 4 compliant emergency back-up electrical generator; and
- Three automatic transfer switches.

Additionally, this Budget Amendment is to transfer the funds appropriated for the Hazard Mitigation Grant that was created by Ordinance 2025-O0003, and place the funding into a new Capital Improvement Project.

Fiscal Impact

The total funding for CIP 92906, Hazard Mitigation Generators, is $5,806,580. $5,225,922 will be from the Federal Emergency Management Agency (FEMA). $580,658 will be a local match from the Water/Wastewater Fund excess reserves.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE HAZARD MITIGATION GENERATORS CAPITAL IMPROVEMENT PROJECT IN THE WATER/WASTEWATER CAPITAL PROJECT FUND AND THE GRANT FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, 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 #16) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92906, Hazard Mitigation Generators, and appropriate funding in the amount of $5,806,580. Funding will be $5,225,922 from the Hazard Mitigation Grant and $580,658 from the Water/Wastewater Fund as a 10 percent match.
II. Amend the transfer from the Hazard Mitigation Grant to the Water/Wastewater Capital Project Fund by $5,806,580.

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# 13405
Regular City Council Meeting 6. 1. 1.
04/22/2025:

Information

Agenda Item

Resolution - Emergency Management: Consider a resolution ratifying the actions of the City Manager in accepting an award from the Federal Emergency Management Agency under the DR-4485 Texas Covid-19 Pandemic Hazard Mitigation Grant Program, for the acquisition of emergency power generators to be located at the Southeast Water Reclamation Plant.

Item Summary

The Federal Emergency Management Agency has awarded a grant to the City of Lubbock, under the DR-4485 Texas Covid-19 Pandemic Hazard Mitigation Grant Program, to acquire emergency power generators to be located at the Southeast Water Reclamation Plant.

These funds will be used to purchase and install 5 portable generators capable of providing 4,500 kilowatts of emergency power. These generators will be stored at the Southeast Water Reclamation Plant, and will provide backup emergency power for critical infrastructure or for facilities utilized as emergency shelters.

This grant is 90% federally funded and requires a 10% local match. The total obligated cost for the project is $5,806,580. The 90% federal share is $5,225,922, and the 10% local share is $580,658.

Fiscal Impact

Acceptance of this grant will require a 10% local match of $580,658, that will be funded in Wastewater Capital Improvement Projects.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Erik Rejino, Assistant City Manager
Joe Moudy, Director of Emergency Management
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution for HMGP Grant Acceptance
HMGP Grant Award

RESOLUTION

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

THAT the acts of the City Manager of the City of Lubbock, in executing, on behalf of the City of Lubbock, a Federal Emergency Management Agency Grant ("Grant") to the City of Lubbock under the DR-4485 Texas Covid-19 Pandemic Hazard Mitigation Grant Program to acquire emergency power generators for the Southeast Water Reclamation Plant, by and between the City of Lubbock and the Texas Division of Emergency Management, and related documents are hereby ratified in full. Said Grant is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

RES.Hazard Mitigation Grant ratification
4.14.25

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

January 6, 2025

W. Jarret Atkinson
City Manager
City of Lubbock
PO Box 2000
Lubbock, TX, 79457

Subject: Sub-Grant Award

Dear W. Jarret Atkinson:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), DR-4485, Texas Covid-19 Pandemic. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: LXDNEKWRVKJ6
TINS Number: 75-6000590
FIPS Number: 303-45000-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 0105
Project Title: Lubbock Southeast Water Plant & Pump Station Generators
Period of Performance (POP): November 26, 2024 to February 1, 2027

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	11/27/2024	$5,806,580.00	90%	$5,225,922.00	10%	$580,658.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up to 5%) for the project. In some cases, the management costs submitted for a reimbursement

will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

MANAGEMENT COSTS OBLIGATIONS						
Version/ Amendment	Date	Total Management Costs	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	11/27/2024	$290,329.00	100%	$290,329.00	0%	$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

The City of Lubbock will acquire and install five diesel portable emergency back-up electrical generators, and three automatic transfer switches to provide backup power at the City's Southeast Water Reclamation Plant and Civic Center in Lubbock, Texas. The generators will also mitigate wastewater and other critical facilities from power loss due to natural hazards.

Generators that have been approved as components in this project's SOW are listed below.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
Southeast Water Reclamation Plant	3603 Guava Lubbock, TX 79404	1000 kW	Portable	33.5617	-101.8009
Southeast Water Reclamation Plant	3603 Guava Lubbock, TX 79404	1000 kW	Portable	33.5617	-101.8009
Southeast Water Reclamation Plant	3603 Guava Lubbock, TX 79404	1000 kW	Portable	33.5617	-101.8009
Civic Center Banquet Hall	1501 Mac Davis Lane	1000 kW	Portable	33.6828	-101.865

Civic Center Banquet Hall	1501 Mac Davis Lane	500 kW	Portable	33.6828	-101.865

The project will comply with the latest edition of codes and standards as required by federal, state, and local rules and regulations. The Subrecipient must coordinate with the local floodplain administrator to obtain the necessary permits and must comply with any conditions of these permits prior to initiating work (if applicable). All permits and related coordination activities must be retained by the Subrecipient. At project closeout, submit all permits and documentation of coordination to FEMA. Additionally, the Subrecipient must acquire all applicable federal, state, tribal, and/or local permits.

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX #n18 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Brandy LaCouture, at brandy.lacouture@tdem.texas.gov.

W. Garret Atkinson, City Manager — Date 3/25/25

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Brandy LaCouture, at 806-319-2746 or brandy.lacouture@tdem.texas.gov.

Respectfully,

W. Nim Kidd, MPA, CEM®
Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: FEMA Approval Letter
Grant Terms and Conditions
Record of Environmental Considerations
Technical Recommendation Report

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

November 27, 2024

W. Nim Kidd, MPA, CEM
Chief, Texas Division of Emergency Management
Vice Chancellor - The Texas A&M University System
2883 Highway 71 East
P.O. Box 285
Del Valle, TX 78617-9998

Attn: Ms. Jennifer Charlton-Faia, Interim State Hazard Mitigation Officer

RE: DR-4485-0105-TX
City of Lubbock– City of Lubbock Southeast Water Reclamation Plant and Water Pump Station Generators
Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Chief Kidd:

This letter provides official notification that the Federal Emergency Management Agency (FEMA) approves the application submitted by the City of Lubbock for the City of Lubbock Southeast Water Reclamation Plant and Water Pump Station Generators project. The total project cost is $5,806,580.00. The Federal share in the amount of $5,225,922.00 is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-4485-DR-TX. The non-federal match requirement of $580,658.00 will be provided by City of Lubbock.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, Subrecipient Management Costs (MC) in the amount of $290,329.00 are available to the City of Lubbock at a Federal Cost Share of 100%.

The following is the approved Scope of Work (SOW) for the above-referenced project:

The City of Lubbock will acquire and install five diesel portable emergency back-up electrical generators, and three automatic transfer switches to provide backup power at the City's Southeast Water Reclamation Plant and Civic Center in Lubbock, Texas. The generators will also mitigate wastewater and other critical facilities from power loss due to natural hazards.

Generators that have been approved as components in this project's SOW are listed below.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude

Southeast Water Reclamation Plant	3603 Guava Lubbock, TX 79404	1000 kW	Portable	33.5617	-101.8009
Southeast Water Reclamation Plant	3603 Guava Lubbock, TX 79404	1000 kW	Portable	33.5617	-101.8009
Southeast Water Reclamation Plant	3603 Guava Lubbock, TX 79404	1000 kW	Portable	33.5617	-101.8009
Civic Center Banquet Hall	1501 Mac Davis Lane	1000 kW	Portable	33.6828	-101.865
Civic Center Banquet Hall	1501 Mac Davis Lane	500 kW	Portable	33.6828	-101.865

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX N18 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

Environmental Conditions applied to this project:

- For the Generators #2, #3, and #4 located at the Southeast Water Reclamation storage site, as well as the Automatic Transfer Switch #1 and #2 installations, the project and all its attendant utilities are supporting a critical action and must be elevated or otherwise protected to the 0.2% annual chance (500-year) base flood elevation (BFE) or higher. The applicant must submit documentation to FEMA upon closeout supporting compliance with this condition. Documentation related to determination of the 500-year BFE may consist of a permit issued by the local entity responsible for floodplain ordinance compliance; an email or letter from the local floodplain official; an elevation certificate; a statement or study signed by a qualified engineer; and/or reference to a FEMA Flood Insurance Study or other FEMA flood product or tool. Where multiple sources of flood hazard information are available for a proposed project site, such as where there is both an Effective and Preliminary Flood Insurance Rate Map (FIRM) or both an Effective FIRM and Advisory Flood Hazard Information, the best available information is the source which provides the highest 500-year BFE. In situations where elevating or

otherwise protecting to the 500-year BFE, would not be practicable due to engineering feasibility and cost, then the documentation submitted to FEMA must also include proof/justification as to why doing so would not be practicable based on those factors.

- For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per Title 44 of the Code of Federal Regulations (44 C.F.R.) Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.
- Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
- Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials, and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state, and federal agencies.

Technical Condition applied to this project:

- FEMA approved Benefit-Cost Analysis (BCA) file titled, "4485-0105 FEMA-REVISED BCA Lubbock Generators.xlsx", must be used for any future SOW and/or budget modifications.
- The subrecipient must coordinate with the local floodplain administrator to obtain the necessary permits and must comply with any conditions of these permits prior to initiating work (if applicable). All permits and related coordination activities must be retained by the subrecipient. At project closeout, submit all permits and documentation of coordination to FEMA. Additionally, the subrecipient must acquire all applicable Federal, State, Tribal, and/or Local permits.

FEMA will not establish activity completion timeframes for individual sub awards. The Period of Performance (POP) for DR-4485-TX is set to expire on February 1, 2028. It is the responsibility of the Recipient and subrecipient to ensure all approved activities associated with

this sub-award are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

In accordance with 2023 Hazard Mitigation Assistance Program and Policy Guidance, HMGP MC, any MC provided will be obligated in increments sufficient to cover Recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding. Actual subrecipient MC are to be reconciled quarterly during the review of expenditures submitted by the subrecipient through quarterly report process. Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the POP, whichever is sooner.

The initial quarterly progress report for the HMGP project is due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. 44 C.F.R. § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

Pursuant to 2 C.F.R. 200.400 et seq. costs must be adequately documented, necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles except where otherwise authorized by statute. The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. FEMA approval of budget estimates is not determination of the allowability of costs.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 90 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governors Authority Representative to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The Obligation Report, REC, and Technical Recommendation Report are included for your records.

If you have any questions regarding the information, please contact Teidra Clark, Grants Management Specialist, Hazard Mitigation Assistance (HMA), at (202) 394-5387 or Teidra.Clark@fema.dhs.gov.

Sincerely,

Marty Chester

Marty Chester
Acting HMA Disaster Branch Chief

Enclosures: Obligation Report
REC
Technical Recommendation Report



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

Index

Letter to Subrecipient I
Subrecipient Information II
Subrecipient Agreement III

Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name:	City of Lubbock		
EIN/TIN:	75-6000590		
UEI:	LXDNEKWRVKJ6	UEI Expiration Date:	09/10/2025
Address Line 1:	1314 Ave K		
Address Line 2:			
City	Lubbock		
State	TX	Zip (+4)	79401 - 4051

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name:	James Dean	Position/Job Title:	Civil Engineer
Email:	jdean@mylubbock.us	Phone Number:	806-775-3254

Certifying Official

Serves as the official representative of the organization.
Must possess the authority to obligate funds & enter into contracts for the organization.

Name:	W. Jarrett Atkinson	Position/Job Title:	City Manager
Email:	jatkinson@mylubbock.us	Phone Number:	806-775-2016

Primary Finance Contact

Serves as primary contact for all financial matters.

Name:	Ollie Cortez	Position/Job Title:	Senior Accountant
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Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Table of Contents

Revisions 1

State of the Agreement 2

AGREEMENT AUTHORITY 2

Agreement 3

I. GENERAL TERMS 3
II. STANDARD OF PERFORMANCE 4
III. FAILURE TO PERFORM 4
IV. FUNDING OBLIGATIONS 5
V. RECOUPMENT OF FUNDS 5
VI. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPALS AND AUDIT REQUIREMENTS 5
VII. STATE REQUIREMENTS FOR GRANTS 6
VIII. RESTRICTIONS AND GENERAL CONDITIONS 8
IX. PROCUREMENT CONTRACTING 9
X. MONITORING 11
XI. AUDIT 11
XII. RETENTION AND ACCESSIBILITY OF RECORDS 12
XIII. CHANGES, AMENDMENTS, SUSPENSIONS OR TERMINATION 13
XIV. ENFORCEMENT 14
XV. CONFLICTS OF INTEREST 14
XVI. CLOSING OF THIS AWARD 15
XVII. NOTICES 15
XVIII. TDEM GRANTS MANAGEMENT SYSTEM 15
XIX. PERFORMANCE PERIOD 16
XX. COST/SCOPE MODIFICATION 17
XXI. FINAL EXPENDITURES REPORT 17
XXII. NET SMALL PROJECT OVERRUN 17
XXIII. APPEALS 17
XXIV. REQUESTS FOR REIMBURSEMENT 19
XXV. QUARTERLY REPORT REQUIREMENTS 19
XXVI. EQUIPMENT RECORDS 19
XXVII. FEMA PUBLIC ASSISTANCE PORTAL AND FEMA GO 20
XXVIII. INDIRECT COST RATES 20
XXIX. REQUEST FOR INFORMATION 20

Exhibits 21

EXHIBIT A: ASSURANCE – NON-CONSTRUCTION PROGRAMS 21
EXHIBIT B: ASSURANCES – CONSTRUCTION PROGRAMS 24
EXHIBIT C: CERTIFICATIONS FOR GRANT AGREEMENTS 27
EXHIBIT D: STATE OF TEXAS ASSURANCES 29
EXHIBIT E: ENVIRONMENTAL REVIEW 33
EXHIBIT F: ADDITIONAL GRANT CERTIFICATIONS 34
EXHIBIT G: REQUEST FOR INFORMATION POLICY 35
EXHIBIT H: PRE-OBLIGATION REQUEST FOR INFORMATION POLICY 36
EXHIBIT I: RECOUPMENT OF FUNDS 37

Grant Acknowledgement, Agreement and Signature 42

Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R Part 3002, as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in 2 C.F. R. §170.315, certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.

2. Throughout this document the terms grant and award will be used interchangeably.

3. A recipient is a non-Federal entity for administration purposes.

4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.

5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.

6. The "certifying official" is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.

7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.

8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient's point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.

9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM's Grants Management System (GMS).

10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).

2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.

3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.

4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (TDEM) allocated state management funds have been exhausted, subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

a. Public Law 93-288, as amended (Stafford Act)

b. 44 C.F.R., Emergency Management and Assistance

c. 2 C.F.R., Grants and Agreements

d. Disaster Mitigation Act of 2000

e. Executive Order 11988, Floodplain Management

f. Executive Order 11990, Protection of Wetlands

g. Executive Order 12372, Intergovernmental Review of Programs and Activities

h. Executive Order 12549, Debarment and Suspension

i. Executive Order 12612, Federalism

j. Executive Order 12699, Seismic Design

k. Executive Order 12898, Environmental Justice

l. Coastal Barrier Resources Act, Public Law 97-348

m. Single Audit Act, Public Law 98-502

n. Sandy Recovery Improvement Act publications

o. Disaster Recovery Reform Act of 201816 U.S.C. § 470, National Historic Preservation Act

p. 16 U.S.C. § 1531, Endangered Species Act References

q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at: http://www.window.state.tx.us/procurement/catrad/ugms.pdf and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: https://tdem.texas.gov. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars,

terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;

2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and

5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training. Federal procurement training may be required of some recipients in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.

2. In accordance with 2 C.F.R. §25.300, TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for System for Award Management (SAM) registration to uniquely identify entities with which the federal government does business.

3. Subrecipient maintains that it has registered at SAM.gov or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See 2 C.F.R. Part 25, Appendix A.

4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable (2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170). See FEMA Information Bulletin 350.

    a. Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320.

    b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.

    c. Subrecipient shall report executive total compensation at SAM.gov, or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.

6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.

7. Subrecipient must comply with Federal Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government

8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at https://tdem.texas.gov.

9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.

10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this

award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under 2 C.F.R. 200.327 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:

    a. Micro purchase
    b. Small purchase
    c. Sealed bid
    d. Competitive proposal
    e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)

3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.

5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.

7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (Executive Order 12549, Debarment and Suspension).

    a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through SAM.gov and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid SAM.gov registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 C.F.R §200.321.

9. Subrecipients must comply with the rules of recovered materials for procurements at 2 C.F.R §200.323.10. Subrecipients must comply with the rules for domestic preferences for procurements at 2 C.F.R § 200.322.

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.

b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending $750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.

2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338, and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute,or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.

3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books,accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made.Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.

2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:

    a. The reason(s) for such determination;

    b. The effective date of such termination; and

c. The scope of the termination of the award.

d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;

2. Require all payments as reimbursements rather than advance payments;

3. Temporarily withhold payments pending correction of the deficiency;

4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;

5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;

6. Withhold cash payments pending correction of the deficiency bysubrecipient or more severe enforcement action by TDEM or DHS/FEMA;

7. Withhold future awards for the grant program; and

8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;

2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and

4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
   a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).

   b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.

2. Should additional time be required, a time extension request must be submitted which:
   a. Identifies the projects requiring an extension;
   b. Explains the reason for an extension;
   c. Indicates the percentage of work that has been completed;
   d. Provides an anticipated completion date;
   e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the Public Assistance Program and Policy Guide. A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.

b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of $500,000 (or $100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to 44 CFR § 206.206.

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. In accordance with 44 C.F.R §206.440, an appeal must be submitted by the subrecipient within the following time frames:

a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;

b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

a. Quarter 1 (Q1): October – December
b. Quarter 2 (Q2): January – March
c. Quarter 3 (Q3): April – June
d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of $5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference 2 C.F.R. 200.313.

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per 2 C.F.R. § 200.414) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs
(See Standard Form 424B)

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C.§§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C.§§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C.§§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C.§§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C.§§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See Standard Form 424D)

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C.§§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

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 or 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 or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

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

4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:

    a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

b. Have not within a three-year period preceding this grant 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) withcommission of any of the offenses enumerated in paragraph (D)(2) of this certification;

d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local)terminated for cause or default; or

e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).

5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.

7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.

8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information andguidance.

9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program andadministrative requirements, policies and any other requirements governing this grant.

10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination orreduction of funds in this grant.

Exhibit D: State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, orshall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water underthe Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at SAM.gov.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

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

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.

2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.

3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.

4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.

5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical securityenhancements involving ground disturbance, new construction, and modifications to buildings.

6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.

7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMAand the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)
   a. Match Certifications

      Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

   b. Duplication of Program Statement

      Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

   c. Federal Debt Disclosure

      Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only
   a. Maintenance Agreement

      Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

   b. Environmental Justice Statement

      Federal Executive Order 12898 compliance requirements – If there are any concentration of low income of minority populations in or near the HMGP projects:

      i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

      OR

      ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

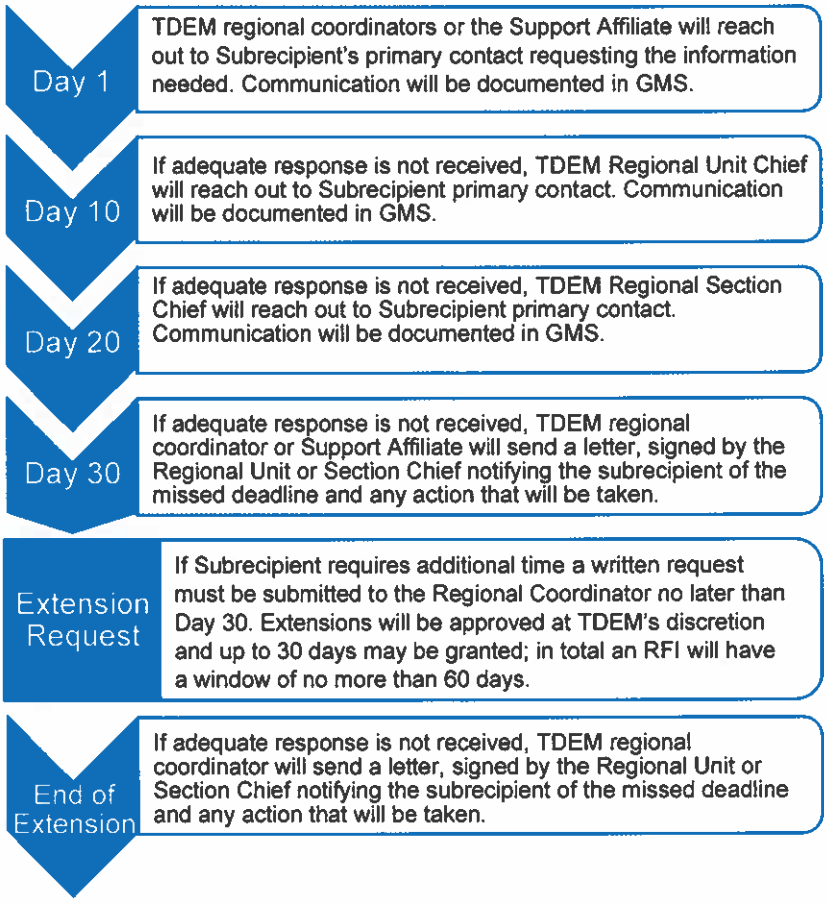


Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

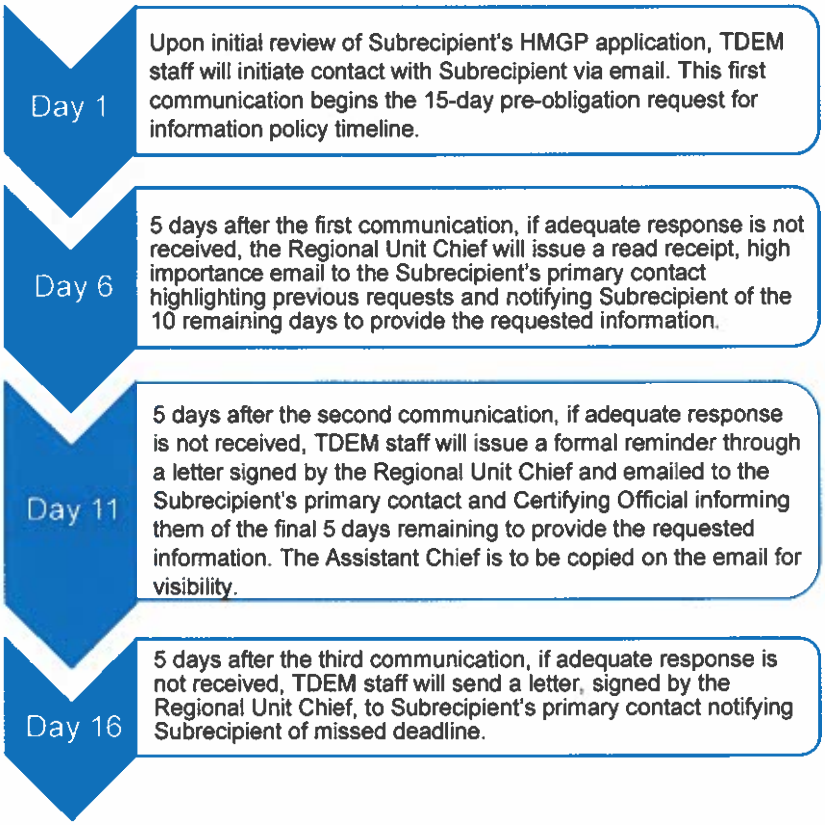


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, 2 CFR § 200.344 and 2 CFR § 200.345 require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.

2. This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statue, regulations, or guidance.

3. The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment

    1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.

2. Recipient's Responsibilities

    2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.

    2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.

    2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.

3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been

transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- Texas A&M University System Regulation 21.01.04
- 1 Tex. Admin. Code Section 59.2
- Tex. Gov't Code Section 403.055
- Tex. Gov't Code Chapter 2107
- Texas A&M University System Office Collection and Write-off Guidance
- Texas A&M University System Regulation 09.04.01

Signature

Exhibit F: Additional Grant Certifications

Signature

Exhibit G: Request for Information Policy

Signature

Exhibit H: Pre-Obligation Request for Information Policy

Signature

Exhibit I: Recoupment of Funds

Please sign below to acknowledge subrecipient's acceptance of this grant and all exhibits and subrecipient's agreement to abide by all terms and conditions.

Signature of Certifying Official — **Date** 3/25/25

Printed Name W. Jarrett Atkinson — **Title** 3/25/25

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4485-0105-TX (1)

Title: City of Lubbock Southeast Water Reclamation Plant & Water Pump Station Generators

NEPA DETERMINATION

Non Compliant Flag: No
EA Draft Date:
EA Final Date:
EA Public Notice Date:
EA Fonsi
Level: CATEX
EIS Notice of Intent
EIS ROD Date:

Comment : The City of Lubbock will utilize HMGP funding to provide backup power at the City of Lubbock sites within Lubbock, Texas. The proposed project work includes the purchase of Five (5) diesel portable emergency back-up electrical generators and three (3) automatic transfer switches and appurtenances as necessary.

The City of Lubbock Southeast Water Reclamation Plant is the central plant for the City of Lubbock and can handle full wastewater flows from the City. The Water Reclamation Plant currently needs additional generator coverage within the plant to cover our other plant facilities during potential prolonged power outages, including the Lubbock Memorial Civic Center (Civic Center).

The Civic Center is a 300,000 square feet event center that under normal operation hosts major trade shows, convention/consumer shows, meetings, banquets and much more. During emergency scenarios, this facility is critical to our emergency response and plays a vital role in responding to all manner of emergencies for our city and surrounding counties as well as statewide emergencies and in surrounding states. During other types of emergencies that require an immediate response, the Civic Center is a location that can act as an emergency shelter for the city, but most importantly for the immediate surrounding neighborhoods which are primarily minority and low-income residents. The Civic Center also functions as an alternate location for the EOC and is identified in the City of Lubbock Office of Emergency Management Continuity of Operations Plan (COOP).

Because of the critical role these facilities play in disaster and emergency response, we see these generators outlined in this grant requested as essential in planning for future emergency needs.

The 5 portable generators, and automatic transfer switches will be utilized in Lubbock, Texas at the following locations:

1. Generator #1 storage location/Automatic Transfer Switch #1 installation: at Southeast Water Reclamation Plant (33.562792, -101.801483).
2. Generator #2 storage location/Automatic Transfer Switch #2 installation: at Southeast Water Reclamation Plant (33.561778, -101.7989).
3. Generator #3 storage: the generator will be stored at this location and connected if used for the Southeast Water Reclamation Plant and Pump Station. (33.562206, -101.802725)
4. Generator #4: would be stored at the Southeast Water Reclamation Plant (33.5618, -101.7989)
5. Generator #5: would be stored at the Southeast Water Reclamation Plant (33.5618, -101.798914)
6. Automatic Transfer Switch #3: would be installed at the Civic Center (33.590487, -101.850686). GPS updated by EHP.
7. If any of the portable generators are deployed at the Civic Center for shelter operations, the generators would be connected at (33.590487, -101.850686). GPS updated by EHP.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX N18. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
- odawodu - 10/24/2024 17:30:55 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures,	Yes

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4485-0105-TX (1)

Title: City of Lubbock Southeast Water Reclamation Plant & Water Pump Station Generators

Catex Category Code	Description	Selected
	Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	Generators #2, #3, and #4 will all be stored at the Southeast Water Reclamation storage site; also the Automatic Transfer Switch #1 and #2 installations will be installed at the Southeast Water Reclamation Plant, which is located within an AE Floodway Zone, per Flood Insurance Rate Map (FIRM) panel 48303C0320E dated 9/28/2007. Per Flood Insurance Rate Map (FIRM) panels 48303C0305E, 48303C0310E, and 48303C0320E dated 9/28/2007, the remaining project locations are located outside the 500-year floodplain, special flood hazard area. The proposed action is not likely to result in any potential direct impacts that will

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4485-0105-TX (1)

Title: City of Lubbock Southeast Water Reclamation Plant & Water Pump Station Generators

Environmental Law/ Executive Order	Status	Description	Comment
			adversely affect the natural values and function of floodplains nor is it likely to increase the risk of flood loss. 8-step checklist attached. - odawodu - 10/24/2024 17:35:48 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 10/24/2024, for the site indicates that the area is not located within, nor does it affect a designated wetland. - odawodu - 10/24/2024 17:54:41 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	This project has been determined to have no potential to have disproportionately high and adverse human health or environmental effects on minority or low-income populations according to FEMA's EO 12898 Guidance or input from EHP Leadership. FEMA has no further EO 12898 responsibilities with regard to these activities. - odawodu - 10/24/2024 17:59:24 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4485-0105-TX (1)

Title: City of Lubbock Southeast Water Reclamation Plant & Water Pump Station Generators

Environmental Law/ Executive Order	Status	Description	Comment
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, Tier II; Sections A.3(b) and D.2(a) of FEMA's Programmatic Agreement (PA) dated March 16, 2022. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. The scope of work has been reviewed and FEMA has determined, based on Tribal preferences, that the project will not require Tribal Consultation. - rmoyer1 - 10/24/2024 18:05:00 GMT
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

For the Generators #2, #3, and #4 located at the Southeast Water Reclamation storage site, as well as the Automatic Transfer Switch #1 and #2 installations , the project and all its attendant utilities are supporting a critical action and must be elevated or otherwise protected to the 0.2% annual chance (500-year) base flood elevation (BFE) or higher. The applicant must submit documentation to FEMA upon closeout supporting compliance with this condition. Documentation related to determination of the 500-year BFE may consist of a permit issued by the local entity responsible for floodplain ordinance compliance; an email or letter from the local floodplain official; an elevation certificate; a statement or study signed by a qualified engineer; and/or reference to a FEMA Flood Insurance Study or other FEMA flood product or tool. Where multiple sources of flood hazard information are available for a proposed project site, such as where there is both an Effective and Preliminary FIRM or both an Effective FIRM and Advisory Flood Hazard Information, the best available information is the source which provides the highest 500-year BFE. In situations where elevating or otherwise protecting to the 500-year BFE, would not be practicable due to engineering feasibility and cost, then the documentation submitted to FEMA must also include proof/justification as to why doing so would not be practicable based on those factors.

Source of condition: Executive Order 11988 - Floodplains Monitoring Required: No

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4485-0105-TX (1)

Title: City of Lubbock Southeast Water Reclamation Plant & Water Pump Station Generators

For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.

Source of condition: Executive Order 11988 - Floodplains Monitoring Required: No

Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work, including any necessary certifications that encroachments within the adopted regulatory floodway would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Applicant must comply with any conditions of permit and all coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Executive Order 11988 - Floodplains Monitoring Required: No

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Record of Technical Consideration and Benefit Cost Summary

Project Summary

Program:	HMGP
Project Number:	4485-0105
Sub-Recipient:	City of Lubbock
County or Parish:	Lubbock County, TX
Project Title:	City of Lubbock Southeast Water Reclamation Plant and Water Pump Station Generators
Project Type:	Generator
Phase:	Non-phased
Project Budget:	$5,806,580.00
Issue Date:	09/10/2024

BCA Summary

Analyst:	City of Lubbock
Projected Benefit:	$148,641,890
Projected Cost:	$6,100,526
Total Cost:	$6,096,909
Benefit Cost Ratio:	24.37
Benefit Coast Analysis Tool Used:	Benefit-Cost Calculator V.6.0.
Hazard Type Analysis:	Infrastructure Failure
Property Structure Type	Utilities
Type of Service:	Potable water
Number of Generators:	5

FEMA

BCA Reanalysis:	No
BCA File Name	BCA-Lubbock-8-16-2022_879493.xlsx

FEMA Reanalysis BCA SUMMARY

Projected Benefits:	$59,106,654
Projected Cost:	$5,905,965
Total Cost:	$5,806,580
Benefit Cost Ratio:	10.01
Benefit Coast Analysis Tool Used:	Benefit-Cost Calculator V.6.0.
Hazard Type Analysis:	Infrastructure Failure
Property Structure Type	Utilities
Type of Service:	Wastewater
Number of Generators:	5
FEMA :	Recommended
Reanalysis Summary:	Reduced cost to omit SRMC. Increased annual maintenance to minimum values. Revised service type to wastewater (Reclamation-Plant water is not currently used as a potable source) Reduced customers served from the full population value to one-half population, as the city operates two Reclamation-Plants.
BCA File Name	4485-0105 FEMA-REVISED BCA Lubbock Generators.xlsx

Objective

The main objective is to review the information submitted by the subrecipient to ensure completeness, adherence to programmatic guidelines and cost allowability and to determine if there are any pre award conditions that should be applied to the project prior to the award of funding. Additionally, the project will be reviewed for post award conditions that will be required for closeout. Project data and information submitted should have enough information to demonstrate the project is sustainable and cost-effective and will be designed to reduce the risk to individuals and property from future natural hazards, while also reducing reliance on federal funding from future disasters

Scope of Work

The City of Lubbock proposes the procurement and installation of 5 mobile diesel generators (four 1,000 kW and one 500 kW). The generators will mitigate wastewater and other critical facilities from power loss due to natural hazards. See Table 1 for location coordinates.

The project will be in compliance with latest edition of codes and standards required by Federal, State and Local Rules and regulations.

Table 1: Generator Size/Location

Name	Size	Latitude	Longitude	Flood Zone	Source of Flood Data
Southeast Water Reclamation Plant	1000kW	33.5617	-101.8009	Zone X	48303C0320E, effective 9/28/2007
	1000kW				
	1000kW				
Civic Center Banquet Hall	1000kW	33.6828	-101.865	Zone X	48303C0190E, effective 9/28/2007
	500kW				

Benefit Cost Analysis

A Benefit Cost Analysis (BCA) was completed, the following information was applied:

	Data	Data Used in BCA	Source
1	Project Useful Life	19	BCA Toolkit default
2	Cost	$5,806,580	City of Lubbock
3	Maintenance Cost	$7,000	FEMA minimum value
4	Number of Customers	133,500	FEMA revised.
6	Damages Before Mitigation	4,211,759	BCA Toolkit Generator default damages

	Data	Data Used in BCA	Source
7	Damages After Mitigation	48,679	BCA Toolkit Generator default damages

Conditions

1. Subrecipient must coordinate with the local floodplain administrator to obtain required permits. The subrecipient must comply with any conditions of the permit(s) prior to initiating work. All permits and coordination pertaining to these activities must be retained by the subrecipient. Submit permits and documentation of coordination to FEMA at closeout.

2. Subrecipient must acquire all applicable federal, state, tribal and/or local permits.

3. FEMA approved BCA file titled, "4485-0105 FEMA-REVISED BCA Lubbock Generators.xlsx", must be used for any future scope of work and/or budget modifications.

AI# 13364
Regular City Council Meeting **6. 2.**
04/22/2025:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 17, amending the FY 2024-25 Fire Rescue Job Grade Summary, respecting the General Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Amend the FY 2024-25 Fire Rescue – Job Grade Summary and accept the position changes as set forth in Exhibit "A" attached hereto.

The purpose of this Budget Amendment is to move six (6) Probationary Firefighter positions into permanent positions. Three (3) of the positions will promote to Fire Lieutenants and three (3) positions will promote to Fire Equipment Technicians. Listed below are the entry-level salary and benefit costs for each position.

(3) Fire Lieutenant - $97,915 x 3 positions = $293,745
(3) Fire Equipment Operator - $90,389 x 3 positions = $271,167
(6) Probationary Firefighter - ($66,822) x 6 positions = ($400,932)
Net Increase in Salary = $163,980

Fiscal Impact

The annual fiscal impact of this change is an additional $163,980 to the General Fund.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 17
Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND; TO INCLUDE JOB GRADE SUMMARY AND INDICATE CERTAIN POSITION CHANGES FOR LUBBOCK FIRE RESCUE; 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 #17) for municipal purposes, as follows:

I. Amend the FY 2024-25 Fire Rescue – Job Grade Summary and accept the position 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

ccdocsII/BudgetFY24-25.Amend17.ord
April 3, 2025

Fire Rescue - Job Grade Summary

SWORN JOB GRADE SUMMARY	GRADE	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25	1st Amend FY 2024-25	2nd Amend FY 2024-25	Change from Budget
Fire Chief	145	1	1	1	1	1	1	-
Fire Marshal	137	1	1	1	1	1	1	-
Assistant Chief	FCS7	-	-	-	-	2	2	-
Deputy Chief	FCS6	2	2	2	2	5	5	-
Division Chief	FCS6	3	3	3	5	-	-	-
Battalion Chief	FCS5	11	11	11	11	11	11	-
Communication Supervisor (Battalion Chief)	FCS5	-	1	1	1	1	1	-
Deputy Fire Marshal CRRO (Battalion Chief)	FCS5	1	1	-	-	-	-	-
Fire Captain	FCS4	29	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	6	-
Fire Inspector/Investigator (Fire Lieutenant)	FCS3	1	1	-	-	-	-	-
Fire Lieutenant	FCS3	59	59	59	59	59	62	3
Fire Prevention Equipment Operator	FCS2	-	-	-	6	6	6	-
Fire Equipment Operator	FCS2	75	77	77	77	77	80	3
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	227	(6)
Probationary Fire Fighter (NCS)*	FNCS1	-	-	18	3	3	3	-
TOTAL SWORN JOB GRADE SUMMARY		406	410	429	434	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 230.

NON-SWORN JOB GRADE SUMMARY	GRADE	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25	Amend #13 FY 2024-25	2nd Amend FY 2024-25	Change from 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	1	-
Public Safety Dispatcher II	121	9	9	10	10	10	9	(1)
Emergency Management Specialist	122	-	1	1	-	-	-	-
Senior Equipment Technician	118	-	2	3	2	2	2	-
Equipment Technician	117	5	3	2	3	3	3	-
End User Support Technician	117	1	1	1	1	-	-	-
Administrative Assistant	112	5	5	5	5	5	5	-
Public Safety Dispatcher I	119	3	3	2	2	2	3	1
Emergency Management Planner	122	1	-	-	-	-	-	-
Storekeeper	111	1	1	1	-	-	-	-
Laborer	108	1	1	-	-	-	-	-
Lead Equipment Technician	123	-	1	1	1	1	1	-
Equipment Maintenance Foreman	123	1	-	-	-	-	-	-
Fire Facilities Building Maintenance Leader	120	-	1	1	1	1	1	-
Fire Facilities Maintenance Technician	118	-	-	1	1	1	1	-
Public Information Officer	123	1	1	1	1	1	1	-

AI# 13380

Regular City Council Meeting **6. 3.**

04/22/2025:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 18, respecting the General Fund, Impact Fee Streets Zone E Fund, and the Quaker Avenue:146th Street to Woodrow Road Project, in the Streets Capital Project Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Capital Improvement Project 92828, Quaker Avenue from 146th Street to Woodrow Road Project by replacing $1,274,850 General Fund cash with $1,274,850 from Impact Fee Streets Zone E. Funding will be from the Impact Fee Streets Zone E Fund.
II. Transfer $1,274,850 from the Streets Capital Project Fund to General Fund. This is moving General Fund cash back to General Fund.
III. Increase the transfer from the Impact Fee Streets Zone E Fund to the Streets Capital Project Fund by $1,274,850. Funding is Impact Fees.

The purpose of this Budget Amendment is to replace General Fund cash with Impact Fee cash. No funding is being added.

Fiscal Impact

The funding in the amount of $1,274,850 from the Impact Fee Streets Zone E Fund will replace the current $1,274,850 in General Fund Cash. The purpose of this is to use up the Impact Fee Streets Zone E Funds first and give the General Fund Cash funding back to the General Fund. There will be no additional funds added to the Capital Improvement Project at this time. This is only to replace the funding sources.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 18

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND, IMPACT FEE STREETS ZONE E FUND, AND THE QUAKER AVE: 146TH ST TO WOODROW RD IN THE STREETS CAPITAL PROJECT; 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 #18) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92828, Quaker Ave: 146th St to Woodrow Rd by replace $1,274,850 General Fund cash with $1,274,850 from Impact Fee Streets Zone E. Funding will be from the Impact Fee Streets Zone E Fund.
II. Transfer $1,274,850 from the Streets Capital Project Fund to General Fund. This is moving General Fund cash back to the General Fund.
III. Increase the transfer from the Impact Fee Streets Zone E Fund to the Streets Capital Project Fund by $1,274,850. Funding is Impact Fees.

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

ccdocsII/BudgetFY24-25.Amend18.ord
April 16, 2025

AI# 13381
Regular City Council Meeting 6. 4.
04/22/2025:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 19, respecting the General Fund and the Godeke Branch Library Building Purchase Capital Improvement Project in the General Capital Project Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Establish Capital Improvement Project 92907, Godeke Branch Library Building Purchase and appropriate funding in the amount of $3,200,000. Funding will be from the General Fund.
II. Increase transfer from the General Fund to the General Fund Capital Project Fund by $3,200,000, from $20,079,233 to $23,279,233.

The purpose of the Budget Amendment is to use the funding in the amount of $3,200,000 to purchase the Godeke Branch Library Building.

Fiscal Impact

The funding in the amount of $3,200,000 from the General Fund will be used to purchase the Godeke Branch Library Building.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 19

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND AND THE GODEKE BRANCH BUILDING PURCHASE CAPITAL IMPROVEMENT PROJECT IN THE GENERAL FUND CAPITAL PROJECT FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 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 #19) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92907, Godeke Branch Building Purchase and appropriate funding in the amount of $3,200,000. Funding will be from General Fund.
II. Increase transfer from General Fund to the General Fund Capital Project Fund by $3,200,000, from $20,079,233 to $23,279,233.

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

ccdocsII/BudgetFY24-25.Amend19.ord
April 4, 2025

AI# 13386
Regular City Council Meeting 6. 4. 1.
04/22/2025:

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a Purchase and Sale Agreement, by and between the City of Lubbock and Luskey Brothers Investments, LLC, for the purchase of real property located at 5034 Frankford Avenue (Godeke Branch Library).

Item Summary

The City of Lubbock originally entered into a lease agreement with Luskey Brothers Investments, LLC for the Godeke Branch Library building in February 2014.

On August 27, 2019, the City Council approved a new lease agreement that began September 1, 2019, for a 5-year term, with one additional option 5-year term.

On August 13, 2024, the City Council approved a lease agreement that began September 1, 2024, for a 3-year term.

In 2024, the City Manager was directed to find a permanent solution for the Godeke Branch Library that would no longer require a lease agreement. The resolution for consideration is a Purchase and Sale Agreement for the existing Godeke Branch Library building located at 5034 Frankford Avenue.

Godeke Branch Library is the second most visited branch in the system with 110,283 visitors last fiscal year. Godeke Branch had the highest physical circulation of materials last year with over 278,600 items circulated. The purchase will provide the citizens with a City-owned building for this branch library location.

The purchase price is $3,000,000 and will be paid upon closing. Closing costs are estimated to be under $200,000. If approved, the transaction will take place after the second reading of the budget amendment. Staff recommends approval of the Purchase and Sale Agreement.

Fiscal Impact

The total cost of the real property purchase is $3,000,000, with estimated closing costs under $200,000. The purchase will be funded in the General Capital Project Fund.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Hannah Stewart, Director, Lubbock Public Libraries

Attachments

Resolution

Purchase and Sale Agreement

RESOLUTION

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

SECTION 1. THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Purchase and Sale Agreement for the purchase of real property located at 5034 Frankford Avenue, by and between the City of Lubbock and Luskey Brothers Investments, LLC, and related documents. Said Purchase and Sale Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, Chief Assistant City Attorney

ccdocs II/RES.Agreement-Luskey Brothers Investment, LLC
April 9, 225

PURCHASE AND SALE AGREEMENT
5034 Frankford Avenue, Lubbock, Texas 79424

This Purchase and Sale Agreement (this "**Agreement**") is made and entered into by and between Purchaser and Seller.

RECITALS

A. Defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

B. Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1
BASIC INFORMATION

1.1.1	**Seller**:	Luskey Brothers Investments LLC, a Texas limited liability company
1.1.2	**Purchaser**:	City of Lubbock, a home rule municipal corporation
1.1.3	**Purchase Price**:	$3,000,000.00
1.1.4	**Earnest Money**:	$100,000.00 ("**Earnest Money**"), including interest thereon, to be deposited in accordance with Section 3.1 below, plus interest thereon, pursuant to Section 3.1.
1.1.5	**Title Company**:	Benchmark Title Attn: Greg Garza 2007 Randall St. Dallas, Texas 75201 Telephone: 214-485-8638 E-mail: ggarza@bmktitle.com
1.1.6	**Escrow Agent**:	Benchmark Title Attn: Greg Garza 2007 Randall St. Dallas, Texas 75201 Telephone: 214-485-8638 E-mail: ggarza@bmktitle.com
1.1.7	**Effective Date**:	April 22, 2025

1.1.8 **Reserved.**

1.1.9 **Title Commitment Delivery Date:** The date which is fifteen (15) days after the Effective Date.

1.1.10 **Title and Survey Review Period**: The period ending ten (10) days after Purchaser's receipt of the initial Title Commitment and the copy of Seller's existing survey delivered to Purchaser hereunder, but in any event not later than the expiration of the Inspection Period.

1.1.11 **Inspection Period**: The period beginning on the Effective Date and ending at 5:00 p.m. Fort Worth, Texas time on thirty (30) days after the Effective Date.

1.1.12 **Closing Date**: June 30, 2025, or an earlier date mutually agreed to by Purchaser and Seller in writing.

Section 1.2 **Closing Costs**. Closing costs shall be allocated and paid as follows:

COST	RESPONSIBLE PARTY
Title Commitment required to be delivered hereunder.	Seller
Basic Premium for Title Policy.	Seller
Premium for any upgrade of Title Policy for any additional coverage and any endorsements desired by Purchaser (including, without limitation, deletion of the survey exception), any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates, and any other Title Company charges	Purchaser
Costs of Survey and/or any revisions, modifications or recertifications thereto	Purchaser
Costs for UCC searches	Purchaser
Recording fees	Purchaser
Any escrow fee charged by Escrow Agent for holding the Earnest Money or conducting the Closing	Purchaser: ½ Seller: ½
All other closing costs, expenses, charges and fees	Allocated between Seller and Purchaser as is customary in Lubbock County, Texas

Section 1.3 **Notice Addresses**:

Purchaser:
City of Lubbock
[ ]
Attention: Brooke Witcher
Telephone: _____
E-mail: bwitcher@mylubbock.us

Copy to:
[ ]
_____
_____
_____
Attention: _____

Telephone: _____
E-mail: _____

Seller:
Luskey Brothers Investments LLC
Attn: Stephen Luskey
777 Main Street, Suite 3700
Fort Worth, TX 76102
E-mail: luskey@brazosmidstream.com

Copy to:
Polsinelli PC
Attn: Zachary M. Garsek
3230 Camp Bowie Blvd., Suite 580
Fort Worth, TX 76107
E-mail: zgarsek@polsinelli.com; ehatch@polsinelli.com

ARTICLE 2
PROPERTY

Section 2.1 **Property**. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following property (collectively, the "**Property**"):

2.1.1 **Real Property**. The land described in Exhibit A attached hereto (the "**Land**"), together with (a) all improvements located thereon, but expressly excluding improvements and structures owned by any tenant ("**Improvements**"), (b) all right, title and interest of Seller, if any, in and to the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining thereto, and (c) all right, title, and interest of Seller, if any, in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed adjoining the Land (collectively, the "**Real Property**").

2.1.2 **Tangible Personal Property**. All of Seller's right, title and interest, if any, without warranty, in the equipment, machinery, furniture, furnishings, supplies and other tangible personal property, if any, owned by Seller and now or hereafter located in and used in connection with the operation, ownership or management of the Real Property, but specifically excluding any items of personal property owned or leased by Seller's property manager at or on the Real Property and further excluding any items of personal property owned by Purchaser under the Lease or by any other party (collectively, the "**Tangible Personal Property**").

2.1.3 **Intangible Personal Property**. All of Seller's right, title and interest, if any, without warranty, in all intangible personal property related to the Real Property and the Improvements, including, without limitation: all trade names and trademarks associated solely with the Real Property and the Improvements, including Seller's rights and interests, if any, in the name of the Real Property; the plans and specifications and other architectural and engineering drawings for the Improvements, if any (to the extent owned by Seller and assignable without cost to Seller); contract rights related to the operation, ownership or management of the Real Property, including maintenance, service, construction, supply and equipment rental contracts, if any (collectively, the "**Service Contracts**") (but only to the extent assignable without cost to Seller and Seller's obligations thereunder are expressly assumed by Purchaser pursuant to this Agreement); warranties (to the extent owned by Seller and assignable without cost to Seller); governmental permits, approvals and licenses, if any (to the extent owned by Seller and assignable without cost to Seller); and telephone exchange numbers (to the extent owned by Seller and assignable without cost to Seller (all of the items described in this Section 2.1.3 collectively referred to as the "**Intangible Personal Property**"). Tangible Personal Property and Intangible Personal Property shall not include (a) any appraisals or other evaluations of, or projections with respect to, all or any portion of the Property or the condition thereof, including, without limitation, budgets prepared by or on behalf of Seller or any affiliate of Seller, and (b) any documents, materials or information which are subject to attorney/client, work

product or similar privilege, which constitute attorney communications with respect to the Property and/or Seller, or which are subject to a confidentiality agreement.

ARTICLE 3
EARNEST MONEY

Section 3.1 **Deposit and Investment of Earnest Money**. Purchaser shall deposit the Earnest Money with Escrow Agent within two (2) days of May 13th. In the event any Earnest Money is not timely made as set forth above, such failure shall be an immediate default of Purchaser with no grace or cure period. Escrow Agent shall, if requested by Seller or Purchaser, invest the Earnest Money in government insured interest-bearing accounts satisfactory to Seller and Purchaser, shall not commingle the Earnest Money with any funds of Escrow Agent or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. Such account shall have no penalty for early withdrawal, and Purchaser accepts all risks with regard to such account.

Section 3.2 **Independent Consideration**. If Purchaser terminates this Agreement in accordance with the terms hereof and is entitled to receive a return of the Earnest Money pursuant to the terms hereof due to such termination, the Escrow Agent shall first disburse to Seller $100.00 as independent consideration for Seller's performance under this Agreement ("**Independent Consideration**"), which shall be retained by Seller in all instances.

Section 3.3 **Form; Failure to Deposit**. The Earnest Money shall be in the form of a wire transfer to Escrow Agent of immediately available U.S. federal funds. If Purchaser fails to timely deposit any portion of the Earnest Money within the time periods required, Seller may terminate this Agreement by written notice to Purchaser at any time prior to the actual receipt by Escrow Agent of such deposit from Purchaser, in which event any Earnest Money that has previously been deposited by Purchaser with Escrow Agent shall be immediately delivered to Seller and thereafter the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

Section 3.4 **Disposition of Earnest Money**. The Earnest Money shall be applied as a credit to the Purchase Price at Closing. However, if Purchaser elects to terminate this Agreement prior to the expiration of the Inspection Period pursuant to Section 4.3, Escrow Agent shall pay the Earnest Money (less the Independent Consideration) to Purchaser following receipt of the Due Diligence Termination Notice from Purchaser. In the event of a termination of this Agreement by either Seller or Purchaser for any reason other than pursuant to Section 4.3, Escrow Agent is authorized to deliver the Earnest Money to the party hereto entitled to same pursuant to the terms hereof on or before the fifth (5th) business day following receipt by Escrow Agent and the non-terminating party of written notice of such termination from the terminating party, unless the other party hereto notifies Escrow Agent that it disputes the right of the other party to receive the Earnest Money. In such event, Escrow Agent may interplead the Earnest Money into a court of competent jurisdiction in the county in which the Earnest Money has been deposited. All reasonable attorneys' fees and costs and Escrow Agent's reasonable, out of pocket costs and expenses incurred in connection with such interpleader shall be assessed against the party that is not awarded the Earnest Money, or if the Earnest Money is distributed in part to both parties, then in the inverse proportion of such distribution.

ARTICLE 4
DUE DILIGENCE

Section 4.1 **Due Diligence Materials To Be Delivered**. Purchaser acknowledges that it is and has been a tenant of the Property pursuant to a lease therefor between Seller and Purchaser (the "**Lease**")

and is intimately familiar with the Property, its condition and any characteristics, benefits, or deficiencies associated therewith. Purchaser further acknowledges that prior to Closing, it will have had ample time and opportunity to conduct any and all inspections, investigations, and due diligence it deems necessary or advisable regarding the Property, including but not limited to, the physical condition of the improvements, environmental matters, zoning and land use, title matters, and any other factors affecting the suitability or desirability of the Property for Purchaser's intended use. Purchaser acknowledges that Seller has, prior to the Effective Date, delivered to Purchaser the following (collectively, the "**Property Information**"); provided that it is acknowledged by Purchaser that Seller was and is not obligated to deliver (or create/prepare) the Property Information to the extent that the same is not in Seller's actual possession:

4.1.1 **Tax Statements**. Copy of ad valorem tax statements relating to the Property for the most recent tax period;

4.1.2 **Survey**. Copy of Seller's most recent survey of the Property; and

4.1.3 **Service Contracts**. A copy of service contracts for the Property to which Seller is a party.

Section 4.2 **Physical Due Diligence**. Commencing on the Effective Date and continuing until Closing, Purchaser shall have reasonable access to the Property for the purpose of conducting reasonably necessary tests, including surveys and architectural, engineering, geotechnical and environmental inspections and tests as permitted under this Agreement, provided that (a) with respect to any intrusive inspection or test, any "Phase II" type testing or investigation or any testing scope that is beyond a customary "Phase I" investigation (i.e., no core sampling, soils testing, vapor testing, testing of on-site materials or other similar testing or investigation) must obtain Seller's prior written consent, which consent shall be given in Seller's sole discretion), (b) prior to performing any inspection or test, Purchaser must deliver a certificate of insurance to Seller evidencing that Purchaser and its contractors, agents and representatives have in place reasonable amounts of commercial general liability insurance and workers compensation insurance for its activities on the Property in terms and amounts reasonably satisfactory to Seller covering any accident arising in connection with the presence of Purchaser, its contractors, agents and representatives on the Property, which insurance shall name Seller as an additional insured thereunder, and (c) all such tests shall be conducted by Purchaser in compliance with Purchaser's responsibilities set forth in Section 4.8 below. Purchaser shall bear the cost of all such inspections or tests and shall be responsible for and act as the generator with respect to any wastes generated by those tests.

Section 4.3 **Due Diligence/Termination Right**. Purchaser shall have through 5:00 p.m. Fort Worth, Texas time on the last day of the Inspection Period in which to examine, inspect, and investigate the Property Information and the Property and, in Purchaser's sole and absolute judgment and discretion, determine whether the Property is acceptable to Purchaser. Notwithstanding anything to the contrary in this Agreement, Purchaser may terminate this Agreement for any reason or no reason by giving written notice of termination to Seller and Escrow Agent (the "**Due Diligence Termination Notice**") prior to 5:00 p.m. Fort Worth, Texas on the last day of the Inspection Period. If Purchaser does not timely give a Due Diligence Termination Notice, this Agreement shall continue in full force and effect, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 4.3, and Purchaser shall be deemed to have acknowledged that it has received or had access to all Property Information and conducted all inspections and tests of the Property that it considers important. In the event that Purchaser does not terminate this Agreement pursuant to this Section 4.3, the Earnest Money shall be deemed to be nonrefundable to Purchaser in all events other than as permitted by Section 10.2 hereof.

Section 4.4 **Return of Documents and Reports**. Upon any termination of this Agreement for any reason, Purchaser shall provide to Seller copies of all third party reports, investigations and studies,

other than economic analyses and other than legal analysis memoranda (collectively, the "**Reports**" and, individually, a "**Report**") prepared for Purchaser in connection with its due diligence review of the Property, including, without limitation, any and all Reports involving structural or geological conditions, environmental, hazardous waste or hazardous substances contamination of the Property, if any. The Reports shall be delivered to Seller without any liability to Seller and without representation or warranty from Purchaser as to the completeness or accuracy of the Reports or any other matter relating thereto. Purchaser's obligation to deliver the Property Information and the Reports to Seller shall survive the termination of this Agreement and shall constitute a condition to any right of Purchaser to a return of the Earnest Money (or any portion thereof) pursuant to the terms of this Agreement.

Section 4.5 **Service Contracts**. On or prior to 5:00 p.m. Fort Worth, Texas time on the last day of the Inspection Period, Purchaser will advise Seller in writing of which Service Contracts it will assume and for which Service Contracts Purchaser requests that Seller deliver written termination at or prior to Closing, provided Seller shall have no obligation to terminate, and Purchaser shall be obligated to assume, any Service Contracts which by their terms cannot be terminated without penalty or payment of a fee in excess of $1,000. Seller shall deliver at Closing notices of termination of all Service Contracts that are not so assumed. Purchaser must assume the obligations arising from and after the Closing Date under those Service Contracts (a) that Purchaser has agreed to assume, or that Purchaser is obligated to assume pursuant to this Section 4.5, and (b) for which a termination notice is delivered as of or prior to Closing but for which termination is not effective until after Closing.

Section 4.6 **Proprietary Information; Confidentiality**. Purchaser acknowledges that the Property Information is proprietary and confidential and will be delivered to Purchaser solely to assist Purchaser in determining the feasibility of purchasing the Property. Purchaser shall not use the Property Information for any purpose other than as set forth in the preceding sentence. Purchaser shall not disclose the contents to any person other than to those persons who are responsible for determining the feasibility of Purchaser's acquisition of the Property and who have agreed to preserve the confidentiality of such information as required hereby (collectively, "**Permitted Outside Parties**"). Purchaser may disclose such contents as (a) expressly required under applicable laws or (b) expressly required by appropriate written judicial order, subpoena or demand issued by a court of competent jurisdiction (but will first give Seller written notice of the requirement and will cooperate with Seller so that Seller, at its expense, may seek an appropriate protective order and, in the absence of a protective order, Purchaser may disclose only such content as may be necessary to avoid any penalty, sanction, or other material adverse consequence, and Purchaser will use reasonable efforts to secure confidential treatment of any such content so disclosed). Purchaser shall not divulge the contents of the Property Information and other information except in strict accordance with the standards set forth in this Section 4.6 and subject to the provisions of Section 4.7 hereof. In permitting Purchaser to review the Property Information or any other information, Seller has not waived any privilege or claim of confidentiality with respect thereto, and no third-party benefits or relationships of any kind, either express or implied, have been offered, intended or created.

Section 4.7 **No Representation or Warranty by Seller**. PURCHASER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY INFORMATION OR THE SOURCE(S) THEREOF. PURCHASER FURTHER ACKNOWLEDGES THAT SOME IF NOT ALL OF THE PROPERTY INFORMATION WERE PREPARED BY THIRD PARTIES OTHER THAN SELLER OR IN RELIANCE UPON INFORMATION PROVIDED BY THIRD PARTIES TO SELLER. SELLER EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATEMENTS OF FACT AND OTHER MATTERS CONTAINED IN SUCH INFORMATION, OR FOR OMISSIONS FROM THE PROPERTY INFORMATION, OR IN ANY OTHER WRITTEN OR ORAL COMMUNICATIONS TRANSMITTED

OR MADE AVAILABLE TO PURCHASER. PURCHASER SHALL RELY SOLELY UPON ITS OWN INVESTIGATION WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PROPERTY'S PHYSICAL, ENVIRONMENTAL OR ECONOMIC CONDITION, COMPLIANCE OR LACK OF COMPLIANCE WITH ANY ORDINANCE, ORDER, PERMIT OR REGULATION OR ANY OTHER ATTRIBUTE OR MATTER RELATING THERETO. SELLER HAS NOT UNDERTAKEN ANY INDEPENDENT INVESTIGATION AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY INFORMATION AND ARE PROVIDING THE PROPERTY INFORMATION SOLELY AS AN ACCOMMODATION TO PURCHASER.

Section 4.8 **Purchaser's Responsibilities**. In conducting any inspections, investigations or tests of the Property and/or Property Information, Purchaser and its agents and representatives shall: (a) not interfere with the operation and maintenance of the Property; (b) not damage any part of the Property; (c) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees; (d) comply with all applicable laws; (e) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (f) not permit any liens to attach to the Real Property by reason of the exercise of its rights hereunder; and (g) repair any damage to the Real Property resulting directly or indirectly from any such inspection or tests.

Section 4.9 **Purchaser's Agreement to Defend and Hold Harmless**. To the extent permitted by law, Purchaser hereby agrees to defend and hold Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of Purchaser's inspections or tests permitted under this Agreement or any violation of the provisions hereof; provided, however, the Section shall not extend to protect Seller from any pre-existing liabilities for matters merely discovered by Purchaser (i.e., latent environmental contamination) so long as Purchaser's actions do not aggravate any pre-existing liability of Seller. Purchaser's obligations under this Section 4.9 shall survive the termination of this Agreement and shall survive the Closing.

ARTICLE 5
TITLE AND SURVEY

Section 5.1 **Title Commitment**. Seller shall request from the Title Company to be prepared and delivered to Purchaser on or before the Title Commitment Delivery Date: (a) a current commitment for title insurance or preliminary title report (the "**Title Commitment**") issued by the Title Company, in the amount of the Purchase Price and on a Texas T-1 Form commitment, with Purchaser as the proposed insured, and (b) copies of all documents of record referred to in the Title Commitment as exceptions to title to the Property.

Section 5.2 **New or Updated Survey**. Purchaser may elect to obtain a new survey or revise, modify, or re-certify an existing survey ("**Survey**") as necessary in order for the Title Company to delete the survey exception from the owner's title policy in accordance with the Title Commitment at Closing (the "**Title Policy**"), or to otherwise satisfy Purchaser's objectives at Purchaser's sole cost and expense.

Section 5.3 **Title Review**. Purchaser may object to any matter shown on the Title Commitment and/or the Survey (collectively, "**Purchaser's Objections**") during the Title and Survey Review Period (an "**Objection Notice**"). If, between the end of the Title and Survey Review Period and Closing, Purchaser receives an updated Title Commitment or updated Survey reflecting additional liens, encumbrances or other matters not reflected in the initial Title Commitment or survey(s) received by Purchaser, Purchaser may, within five (5) days of receipt of such updated Title Commitment or Survey, submit an additional Objection Notice(s) revised list reflecting such additional objections to matters shown by the updated Title Commitment or Survey; provided, however, in the event Purchaser does not obtain a new Survey prior to the expiration of the Title and Survey Review Period, Purchaser may not send an Objection Notice to any

matter appearing on such Survey under this Section 5.3. Seller shall, within five (5) days after receipt of any Objection Notice, notify Purchaser in writing that: (a) Seller will cure all or certain of the Purchaser's Objections as of or prior to Closing, or (b) Seller will not cure all or certain of the Purchaser's Objections; provided, that Seller shall cure, remove, or pay off at or before Closing any assessments currently due and affecting the Property and all mortgages, deeds of trust and similar mortgage liens, if any, against the Property created by, through or under Seller (collectively, the "**Required Actions**"). In the event that Seller fails to deliver the foregoing notice with respect to all or any of the Purchaser's Objections, Seller shall be deemed to have elected option (b) with respect to Purchaser's Objections. If Seller elects or is deemed to have elected not to cure any or all of Purchaser's Objections, Purchaser may, as Purchaser's sole and exclusive remedy, either: (y) waive Purchaser's Objections, or (z) by written notice to Seller given within five (5) days after the date of Seller's response (or deemed response) to Purchaser's Objections, terminate this Agreement by giving written termination notice to Seller, in which event Purchaser shall (notwithstanding anything herein to the contrary) be entitled to the return of the Earnest Money, except for the Independent Consideration, and Seller and Purchaser shall have no further obligations hereunder (except as otherwise expressly provided herein). Failure by Purchaser to terminate this Agreement by notice to Seller within such period shall be deemed a waiver by Purchaser of any Purchaser's Objections previously raised and not cured (other than those items which Seller committed in writing to Cure and Seller shall in all events complete the Required Actions prior to Closing). In the event that Seller delivers a notice that it will cure all or certain of Purchaser's Objections, completing such cure shall be a condition to Purchaser's obligation to complete Closing, failing which Purchaser may terminate this Agreement by giving written termination notice to Seller at any time prior to Closing, in which event Purchaser shall be entitled to the return of the Earnest Money, except for the Independent Consideration (even if following the expiration of the Inspection Period). In the event that any of the time periods in this would result in a delay of the Closing, the Closing Date shall be extended until the date that is one business day after the expiration of such time period. The term "**Permitted Exceptions**" shall mean: (a) the specific exceptions (excluding exceptions that are part of the promulgated title insurance form) in the Title Commitment that the Title Company has not agreed to remove from the Title Commitment as of the end of the Title and Survey Review Period and that Seller is not required to remove as provided above; (b) matters created by, through or under Purchaser; (c) items shown on the Survey which have not been removed as of the end of the Inspection Period (or if Purchaser does not obtain a Survey, all matters that a current, accurate survey of the Property would show); (d) real estate taxes not yet due and payable; and (e) any licensees under any Service Contracts not terminated as of Closing.

ARTICLE 6
OPERATIONS AND RISK OF LOSS

Section 6.1 **Ongoing Operations**. From the Effective Date through Closing:

6.1.1 **Service Contracts**. Seller will perform its material obligations under Service Contracts, if any.

6.1.2 **New Contracts**. Seller will not enter into any contract that will be an obligation affecting the Property subsequent to the Closing, except contracts entered into in the ordinary course of business that are terminable without cause and without the payment of any termination penalty on not more than thirty (30) days' prior notice.

6.1.3 **Removal of Personal Property**. Seller will not remove any Tangible Personal Property except as may be required for necessary repair or replacement, and replacement shall be of approximately equal quality and quantity as the removed item of Tangible Personal Property.

Section 6.2 **Damage**. If prior to Closing the Property is damaged by fire or other casualty requiring repairs in excess of five percent (5%) of the Purchase Price to repair and Seller is actually aware of the same, Seller shall estimate the cost to repair and the time required to complete repairs and will provide Purchaser written notice of Seller's estimation (the "**Casualty Notice**") as soon as reasonably possible after the occurrence of the casualty.

6.2.1 **Material**. In the event of any Material Damage (defined below) to or destruction of the Property or any portion thereof prior to Closing, either Seller or Purchaser may, at its option, terminate this Agreement by delivering written notice to the other on or before the expiration of five (5) business days after the date Seller delivers the Casualty Notice to Purchaser (and if necessary, the Closing Date shall be extended to give the parties the full five (5) business day period to make such election). Upon any such termination, the Earnest Money shall be returned to Purchaser and the parties hereto shall have no further rights or obligations hereunder, other than those that by their terms survive the termination of this Agreement. If neither Seller nor Purchaser so terminates this Agreement within said five (5) business day period, then the parties shall proceed under this Agreement and close on schedule (subject to extension of Closing as provided above), and as of Closing Seller shall assign to Purchaser, without representation or warranty by or recourse against Seller, all of Seller's rights in and to any resulting insurance proceeds (including any rent loss insurance applicable to any period on and after the Closing Date) due Seller as a result of such damage or destruction and Purchaser shall assume full responsibility for all needed repairs, and Purchaser shall receive a credit at Closing for any deductible amount under such insurance policies (but the amount of the deductible plus insurance proceeds shall not exceed the lesser of (a) the cost of repair or (b) the Purchase Price and a pro rata share of the rental or business loss proceeds, if any). For the purposes of this Agreement, "**Material Damage**" and "**Materially Damaged**" means damage which, in Seller's reasonable estimation, exceeds fifteen percent (15%) of the Purchase Price to repair.

6.2.2 **Not Material**. If the Property is not Materially Damaged, then neither Purchaser nor Seller shall have the right to terminate this Agreement, and Seller shall, at its option, either (a) repair the damage before the Closing in a manner reasonably satisfactory to Purchaser (and if necessary, Seller may extend the Closing Date up to thirty (30) days to complete such repairs), or (b) credit Purchaser at Closing for the reasonable cost to complete the repair (in which case Seller shall retain all insurance proceeds and Purchaser shall assume full responsibility for all needed repairs).

Section 6.3 **Condemnation**. If proceedings in eminent domain are instituted with respect to the Property or any portion thereof which would result in a material breach of a lease, Seller or Purchaser may, at its option, by written notice to Seller given within ten (10) days after Seller notifies Purchaser of such proceedings (and if necessary the Closing Date shall be automatically extended to give Purchaser the full ten (10) day period to make such election), either: (a) terminate this Agreement, in which case the Earnest Money shall be immediately returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement, or (b) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. If Purchaser does not give Seller written notice of its election within the time required above, then Purchaser shall be deemed to have elected option (b) above.

ARTICLE 7
CLOSING

Section 7.1 **Closing**. The consummation of the transaction contemplated herein ("**Closing**") shall occur on the Closing Date at the offices of Escrow Agent (or by the remote exchange of documents and funds). Funds shall be deposited into and held by Escrow Agent in a closing escrow account selected

by Escrow Agent. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct Escrow Agent to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

Section 7.2 **Conditions to Parties' Obligation to Close**. In addition to all other conditions set forth herein, the obligation of Seller, on the one hand, and Purchaser, on the other hand, to consummate the transactions contemplated hereunder are conditioned upon the following:

7.2.1 **Representations and Warranties**. The other party's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and the Closing Date, except for representations and warranties made as of, or limited by, a specific date, which will be true and correct in all material respects as of the specified date or as limited by the specified date;

7.2.2 **Deliveries**. As of the Closing Date, the other party shall have tendered all deliveries to be made at Closing; and

7.2.3 **Actions and Suits**. There shall exist no pending actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the other party that would prevent the other party from performing its obligations under this Agreement.

Section 7.3 **Seller's Deliveries in Escrow**. As of or prior to the Closing Date, Seller shall deliver in escrow to Escrow Agent the following (each, a "**Seller Delivery**"):

7.3.1 **Deed**. A special warranty deed in the form of Exhibit B hereto and including a list of Permitted Exceptions to which the conveyance shall be subject, executed and acknowledged by Seller, conveying to Purchaser Seller's interest in the Real Property (the "**Deed**");

7.3.2 **Bill of Sale, Assignment and Assumption**. A Bill of Sale, Assignment and Assumption of Leases and Contracts in the form of Exhibit C attached hereto (the "**Assignment**"), executed and acknowledged by Seller, vesting in Purchaser, without warranty, Seller's right, title and interest in and to the property described therein free of any claims, except for the Permitted Exceptions to the extent applicable;

7.3.3 **Conveyancing or Transfer Tax Forms or Returns**. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Real Property;

7.3.4 **FIRPTA**. A Foreign Investment in Real Property Tax Act affidavit in the form of Exhibit D hereto executed by Seller;

7.3.5 **Authority**. If requested by the Title Company to the Title Company only, evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy;

7.3.6 **Lease Termination**. A termination agreement for the Lease, providing that the Lease shall be deemed terminated and of no further force or effect as of Closing, and neither party shall have any further rights, liabilities, or obligations thereunder, except for those obligations that expressly survive termination of the Lease ("**Lease Termination**"); and

7.3.7 **Additional Documents**. Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Seller or result in any new or additional obligation, covenant, representation or warranty of Seller under this Agreement beyond those expressly set forth in this Agreement).

Section 7.4 **Purchaser's Deliveries in Escrow**. As of or prior to the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:

7.4.1 **Bill of Sale, Assignment and Assumption**. The Assignment, executed and acknowledged by Purchaser;

7.4.2 **Conveyancing or Transfer Tax Forms or Returns**. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the conveyance of Real Property;

7.4.3 **Authority**. Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to the underwriter for the Title Policy;

7.4.4 **Lease Termination**. The Lease Termination, executed and acknowledged by Purchaser; and

7.4.5 **Additional Documents**. Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Purchaser or result in any new or additional obligation, covenant, representation or warranty of Purchaser under this Agreement beyond those expressly set forth in this Agreement).

Section 7.5 **Closing Statements**. As of or prior to the Closing Date, Seller and Purchaser shall deposit with Escrow Agent executed closing statements consistent with this Agreement in the form required by Escrow Agent.

Section 7.6 **Purchase Price**. At or before 2:00 p.m. Fort Worth, Texas time on the Closing Date, Purchaser shall deliver to Escrow Agent the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations, in immediate, same-day U.S. federal funds wired for credit into Escrow Agent's escrow account, which funds must be delivered in a manner to permit Escrow Agent to deliver good funds to Seller or its designee on the Closing Date by wire transfer (or by such other reasonable method as requested by Seller); in the event that Escrow Agent is unable to deliver good funds to Seller or its designee on the Closing Date, then the closing statements and related prorations will be revised as necessary.

Section 7.7 **Possession**. Seller shall deliver possession of the Property to Purchaser at the Closing subject only to the Permitted Exceptions.

ARTICLE 8
PRORATIONS, DEPOSITS, COMMISSIONS

Section 8.1 **Prorations**. At Closing, the following items shall be prorated as of the date of Closing with all items of income and expense for the Property being borne by Purchaser from and after

(and including) the date of Closing: (a) prepaid expenses and obligations under Service Contracts that are assigned to Purchaser; (b) accrued operating expenses; and (c) any assessments by private covenant for the then-current calendar year of Closing. Because Tenant is responsible to pay all property taxes, there will be no proration of property taxes and the Property will be conveyed subject thereto.

Section 8.2 **Closing Costs**. Closing costs shall be allocated between Seller and Purchaser in accordance with Section 1.2.

Section 8.3 **Final Adjustment After Closing**. If final bills are not available or cannot be issued prior to Closing for any item being prorated under Section 8.1, then Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as such bills are available, final adjustment to be made as soon as reasonably possible after the Closing, but no later than sixty (60) days after Closing. Payments in connection with the final adjustment shall be due within thirty (30) days of written notice, but no later than ninety (90) days after Closing. All such rights and obligations shall survive the Closing.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES

Section 9.1 **Seller's Representations and Warranties**. Seller represents and warrants to Purchaser that:

9.1.1 **Conflicts and Pending Actions**. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms. There is no agreement to which Seller is a party or, to Seller's knowledge, that is binding on Seller which is in conflict with this Agreement. To Seller's knowledge, there is no action or proceeding pending or threatened against Seller or relating to the Property, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

9.1.2 **Notices from Governmental Authorities**. As of the Effective Date, to Seller's knowledge, Seller has not received from any governmental authority written notice of any material violation of any laws applicable (or alleged to be applicable) to the Real Property, or any part thereof, that has not been corrected, except as may be reflected by the Property Information or otherwise disclosed in writing to Purchaser.

9.1.3 **Condemnation**. Seller has not received from any governmental authority any written notice of any condemnation of the Property or any part thereof.

9.1.4 **Litigation**. Seller has not been served with any litigation which is pending against Seller with respect to its ownership or operation of the Property.

9.1.5 **No Bankruptcy**. Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

Section 9.2 **Purchaser's Representations and Warranties**. Purchaser represents and warrants to Seller that:

9.2.1 **Organization and Authority**. Purchaser has been duly organized, is validly existing, and is in good standing in the state of Texas and is qualified to do business in the state of Texas. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

9.2.2 **Conflicts and Pending Action**. There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

9.2.3 **Intentionally omitted**.

9.2.4 **Prohibited Persons and Transactions**. Neither Purchaser nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

Section 9.3 **Survival of Representations and Warranties**. The representations and warranties set forth in this Article 9 are made as of the Effective Date and, except as provided in clause (b) of Section 7.2.1, are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing for a period of three (3) months (the "**Survival Period**"). Terms such as "**to Seller's knowledge**," "**to the best of Seller's knowledge**" or like phrases mean the actual present and conscious awareness or knowledge of Stephen Luskey ("**Seller's Representative**"), without any duty of inquiry or investigation; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of Seller's Representative or any other officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein. Said terms do not include constructive knowledge, imputed knowledge, or knowledge Seller or such persons do not have but could have obtained through further investigation or inquiry. No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller. Each party shall have the right to bring an action against the other on the breach of a representation or warranty hereunder, but only on the following conditions: (a) the party bringing the action for breach first learns of the breach after Closing and gives written notice of such breach to the other party before the end of the Survival Period and files such action within sixty (60) days of the Closing Date, and (b) neither party shall have the right to bring a cause of action for a breach of a representation or warranty unless the damage to such party on account of such breach (individually or when combined with damages from other breaches) equals or exceeds $50,000.00. Neither party shall have any liability after Closing for the breach of a representation or warranty hereunder of which the other party hereto had knowledge as of Closing. Notwithstanding any other provision of this Agreement, any document or instrument delivered at Closing, any agreement contemplated by this Agreement, or any rights which Purchaser might otherwise have at law, equity, or by statute, whether based on contract or some other claim, Purchaser agrees that any liability

of Seller to Purchaser will be limited to one and one-half percent (1.5%) of the Purchase Price. The provisions of this Section 9.3 shall survive the Closing. Any breach of a representation or warranty that occurs prior to Closing shall be governed by Article 10.

ARTICLE 10
DEFAULT AND REMEDIES

Section 10.1 **Seller's Remedies**. If Purchaser fails to consummate the purchase of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder at or prior to Closing for any reason except failure by Seller to perform hereunder if such failure is not cured by the third (3rd) business day after written notice thereof from Purchaser, or if prior to Closing any one or more of Purchaser's representations or warranties are breached in any material respect, and such default or breach is not cured by the earlier of the third (3rd) business day after written notice thereof from Seller or the Closing Date (except no notice or cure period shall apply if Purchaser fails to timely deposit any Earnest Money, timely consummate the purchase of the Property or the timely payment of the Purchase Price hereunder), Seller shall be entitled, as its sole remedy (except as provided elsewhere herein), to terminate this Agreement and recover the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain. If Closing is consummated, Seller shall have all remedies available at law or in equity in the event Purchaser fails to perform any obligation of Purchaser under this Agreement.

Section 10.2 **Purchaser's Remedies**. If Seller fails to consummate the sale of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder at or prior to Closing for any reason except failure by Purchaser to perform hereunder, or if prior to Closing any one or more of Seller's representations or warranties are breached in any material respect, and such default or breach is not cured by the earlier of the third (3rd) business day after written notice thereof from Purchaser (Purchaser hereby agreeing to give such written notice to Seller within one (1) business day after Purchaser first learns of any such default or breach by Seller), Purchaser shall elect, as its sole remedy, either to (a) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing and recover the Earnest Money, (b) enforce specific performance to consummate the sale of the Property hereunder, or (c) waive said failure or breach and proceed to Closing without any reduction in the Purchase Price. Notwithstanding anything herein to the contrary, Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before ten (10) business days following the scheduled Closing Date or, having given such notice, fails to file a lawsuit asserting such claim or cause of action in the county in which the Property is located within thirty (30) days following the scheduled Closing Date. Purchaser's remedies shall be limited to those described in this Section 10.2 and Section 10.3. IN NO EVENT SHALL SELLER'S DIRECT OR INDIRECT PARTNERS, SHAREHOLDERS, MEMBERS, OWNERS OR AFFILIATES, ANY OFFICER, DIRECTOR, MANAGER, EMPLOYEE OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF HAVE ANY LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

Section 10.3 **Attorneys' Fees**. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such claims.

ARTICLE 11
DISCLAIMERS AND RELEASE

Section 11.1 **Disclaimers By Seller**. Except as expressly set forth in this Agreement, it is understood and agreed that Seller and Seller's agents or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Seller's special warranty of title to be contained in the Deed), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials (defined below) in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of the Property Information, (s) tax consequences, or (t) any other matter or thing with respect to the Property.

Section 11.2 **Sale "As Is, Where Is"**. Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property "**AS IS, WHERE IS, WITH ALL FAULTS**," except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Purchaser at Closing. Except as expressly set forth in this Agreement, Purchaser has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Purchaser represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Purchaser's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Purchaser will conduct such inspections and investigations of the Property as Purchaser deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate this Agreement prior to the expiration of the Inspection Period, Purchaser acknowledges that Seller has afforded Purchaser a full opportunity to conduct such investigations of the Property as Purchaser deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials on or

discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, Purchaser shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Purchaser's inspections and investigations. Purchaser hereby represents and warrants to Seller that: (a) Purchaser is represented by legal counsel in connection with the transaction contemplated by this Agreement; and (b) Purchaser is purchasing the Property for business, commercial, investment or other similar purpose and not for use as Purchaser's residence. Purchaser waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

Section 11.3 **Seller Released from Liability**. Purchaser acknowledges that it will have the opportunity to inspect the Property during the Inspection Period, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Property and adjacent areas as Purchaser deems necessary, and Purchaser hereby FOREVER RELEASES AND DISCHARGES Seller from all responsibility and liability, including without limitation, liabilities under the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended ("**CERCLA**"), the Texas Solid Waste Disposal Act (Texas Health and Safety Code § 361.001 et seq. (Vernon 2001), as amended ("**SWDA**"), the Resource Conservation and Recovery Act (42 U.S.C. Section 9601 et seq.), as amended, and the Oil Pollution Act (33 U.S.C. Section 2701 et seq.) regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property). Purchaser further hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Property. Purchaser further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation.

Section 11.4 "**Hazardous Materials" Defined**. For purposes hereof, "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, any "solid waste" as defined in the SWDA and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

Section 11.5 **Survival**. The terms and conditions of this Article 11 shall expressly survive the Closing, not merge with the provisions of any closing documents and shall be incorporated into the Deed.

Purchaser acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price without the disclaimers and other agreements set forth above.

ARTICLE 12
MISCELLANEOUS

Section 12.1 **Parties Bound; Assignment**. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. Purchaser may not assign its rights under this Agreement.

Section 12.2 **Headings**. The article, section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

Section 12.3 **Invalidity and Waiver**. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

Section 12.4 **Governing Law**. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the internal substantive laws of the state of Texas, without regard to the conflicts of interests principles thereof.

Section 12.5 **Survival**. The provisions of this Agreement that contemplate performance after the Closing and the obligations of the parties not fully performed at the Closing (other than any unfulfilled closing conditions which have been waived or deemed waived by the other party) shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

Section 12.6 **Entirety and Amendments**. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. All Exhibits attached hereto are incorporated herein by this reference for all purposes.

Section 12.7 **Time**. Time is of the essence in the performance of this Agreement.

Section 12.8 **Confidentiality; Press Releases**. The parties hereto shall make no public announcement, press release or disclosure of the transactions contemplated under this Agreement, nor any information related to this Agreement, to outside brokers, media or third parties, before or after the Closing, without the prior written specific consent of the other party; provided, however, that the parties may, subject to the provisions of Section 4.6, make disclosure of this Agreement to their respective Permitted Outside Parties as necessary to perform its obligations hereunder and as may be required under laws or regulations applicable to Purchaser and announce, without disclosing the specific terms hereof, the fact of Closing (but only following Closing). Purchaser acknowledges and agrees that the use of such name in any public announcement, press release or disclosure is not permitted and each party will instruct its respective partners, lenders, investors, brokers, agents, employees, officers, directors, attorneys and representatives (collectively, the "**Related Parties**") to comply with this provision. Each party, on behalf of itself and the its respective Related Parties, stipulates that the breach of the requirements of this Section 12.8 will cause irreparable harm to the other party for which damages may not constitute an adequate remedy. Accordingly, each Party agrees, on its own behalf and on behalf of its Related Parties, that any breach of the requirements of this Section 12.8 may be enjoined by an appropriate court order or judgment. The parties' remedies are

not limited to injunctive relief for a breach of the requirements of this Section 12.8, and all legal and equitable remedies will continue to be available to each party. The provisions of this Section 12.8 shall survive Closing.

Section 12.9 **1031 Exchange.** Either Party may structure the disposition or acquisition of the Property, as the case may be, as a like-kind exchange under Internal Revenue Code Section 1031 at the exchanging Party's sole cost and expense. The other Party shall reasonably cooperate therein, provided that such other Party shall incur no material costs, expenses or liabilities in connection with the exchanging Party's exchange and provided that it does not cause a delay in the Closing. If either Party uses a qualified intermediary to effectuate an exchange, any assignment of the rights or obligations of such Party hereunder shall not relieve, release or absolve such Party of its obligations to the other Party. The exchanging Party shall defend and hold harmless the other Party from all liability in connection with the indemnifying Party's exchange, and the Party held harmless shall not be required to take title to or contract for the purchase of any other property. The provisions of this Section 12.9 shall survive the Closing or any termination of this Agreement.

Section 12.10 **Notices**. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.3. Any such notices shall, unless otherwise provided herein, be given or served (a) by overnight delivery using a nationally recognized overnight courier, (b) by personal delivery, or (c) by electronic mail addressed to the electronic mail address set forth in Section 1.3 for the party to be notified with a confirmation copy delivered by another method permitted under this Section 12.10. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Except for electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by same-day electronic mail. In no event shall this Agreement be altered, amended or modified by electronic mail or electronic record. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Purchaser shall be deemed given by Purchaser and notices given by counsel to the Seller shall be deemed given by Seller.

Section 12.11 **Construction**. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction - to the effect that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

Section 12.12 **Calculation of Time Periods**. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. In that regard, a "business day" shall be each day other than a Saturday, Sunday or legal holiday for national banks in the location where the Property is located. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Fort Worth, Texas time.

Section 12.13 **Execution in Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute

one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by electronic mail counterparts of the signature pages.

Section 12.14 **No Recordation**. Without the prior written consent of Seller, there shall be no recordation of either this Agreement or any memorandum hereof, or any affidavit pertaining hereto, in the Real Property Records of Lubbock County and any such recordation of this Agreement or memorandum or affidavit by Purchaser without the prior written consent of Seller shall constitute a default hereunder by Purchaser, whereupon Seller shall have the remedies set forth in Section 10.1 hereof. In addition to any such remedies, Purchaser shall be obligated to execute an instrument in recordable form releasing this Agreement or memorandum or affidavit, and Purchaser's obligations pursuant to this Section 12.14 shall survive any termination of this Agreement as a surviving obligation. For purposes of clarification, the foregoing shall not prevent Purchaser from maintaining a copy of this Agreement of permanent record with the City of Lubbock Secretary's Office as required by applicable law.

Section 12.15 **Further Assurances**. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.

Section 12.16 **Discharge of Obligations**. The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive Closing.

Section 12.17 **Intentionally omitted**.

Section 12.18 **No Third Party Beneficiary**. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

Section 12.19 **Reporting Person**. Purchaser and Seller hereby designate the Title Company as the "reporting person" pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER:

LUSKEY BROTHERS INVESTMENTS LLC,
a Texas limited liability company

By: SLRE, LLC, a Texas limited liability company
Its: Manager

By:_____
Stephen Luskey, Manager

PURCHASER:

CITY OF LUBBOCK,
a home rule municipal corporation

By:_____
Name:_____
Title:_____

JOINDER BY ESCROW AGENT

Escrow Agent has executed this Agreement in order to confirm that Escrow Agent has received the Earnest Money and shall hold the Earnest Money required to be deposited under this Agreement and the interest earned thereto, in escrow, and shall disburse the Earnest Money, and the interest earned thereon, pursuant to the provisions of this Agreement.

BENCHMARK TITLE

By:_____
Name:_____
Title:_____

Date executed by Escrow Agent

_____

LIST OF EXHIBITS

A Legal Description of Real Property
B Special Warranty Deed
C Bill of Sale, Assignment and Assumption of Leases and Contracts
D FIRPTA Certificate

EXHIBIT A

LEGAL DESCRIPTION

TRACT "A", LUSKEY ADDITION to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Volume 5838, Page 268 of the Official Real Property Records of Lubbock County, Texas.

EXHIBIT B

SPECIAL WARRANTY DEED

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

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

LUSKEY BROTHERS INVESTMENTS LLC, a Texas limited liability company ("**Grantor**"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto **CITY OF LUBBOCK**, a home rule municipal corporation ("**Grantee**") the tract or parcel of land in Lubbock County, Texas, described in Exhibit A, together with all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all adjacent streets, alleys, rights of way and any adjacent strips and gores (such land and interests are hereinafter collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all matters that a current, accurate survey of the Property would show, together with the matters described in Exhibit B attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "**Permitted Exceptions**").

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, "AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED." Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Grantor's warranty of title set forth herein), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials (as defined in the purchase and sale agreement, the "**Sale Agreement**" between Grantor and Grantee) in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any

income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all Regulation federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of the Property Information, (s) tax consequences, or (t) any other matter or thing with respect to the Property. **EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE SALE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

Grantee's address is: [_____].

[Signature Page and Exhibits to be Attached to Final]

EXHIBIT C

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

5034 Frankford Avenue, Lubbock, Texas 79424

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION is made as of the _____ day of _____, 2025, by and between **LUSKEY BROTHERS INVESTMENTS LLC**, a Texas limited liability company ("**Assignor**"), and **CITY OF LUBBOCK**, a home rule municipal corporation ("**Assignee**").

W I T N E S S E T H:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee the following:

(a) All right, title and interest of Assignor in and to all tangible personal property ("**Personalty**") set forth in the inventory on Exhibit A attached hereto and made a part hereof, and located on, and used in connection with the management, maintenance or operation of that certain land and improvements located in the County of Lubbock, State of Texas, as more particularly described in Exhibit B attached hereto and made a part hereof ("**Real Property**"), but excluding tangible personal property owned or leased by Assignor's property manager.

(b) To the extent assignable, all right, title and interest of Assignor in and to those certain contracts set forth on Exhibit B attached hereto and made a part hereof, and all warranties, guaranties, indemnities and claims (including, without limitation, for workmanship, materials and performance) and which exist or may hereafter exist against any contractor, subcontractor, manufacturer or supplier or laborer or other services relating thereto (collectively, the "**Contracts**").

2. This Bill of Sale, Assignment and Assumption is given pursuant to that certain Purchase and Sale Agreement (as amended, the "**Purchase Agreement**") dated as of [_____, 2025], between Assignor and Assignee, providing for, among other things, the conveyance of the Personalty and the Contracts.

3. As set forth in Article 11 of the Purchase Agreement, which is hereby incorporated by reference as if herein set out in full and except as set forth herein, the property conveyed hereunder is conveyed by Assignor and accepted by Assignee **AS IS, WHERE IS, AND WITHOUT ANY WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY CONVEYED HEREUNDER, OR BY ANY SAMPLE OR MODEL THEREOF, AND ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE TEXAS UNIFORM COMMERCIAL CODE.**

4. Assignee hereby accepts the assignment of the Personalty and the Contracts and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations thereunder from and after the date hereof.

5. Assignee agrees to defend and hold harmless Assignor from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations arising from and accruing on or after the date hereof.

6. Subject to the terms and provisions of Section 9.3 of the Purchase Agreement, Assignor agrees to defend and hold harmless Assignee from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignor's failure to perform any of the obligations of Assignor under the Contracts, to the extent accruing prior to the date hereof.

7. This Bill of Sale, Assignment and Assumption may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature Page and Exhibits to be Attached]

EXHIBIT D

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform **CITY OF LUBBOCK**, a home rule municipal corporation ("**Transferee**") that withholding of tax is not required upon the disposition of a U.S. real property interest by **LUSKEY BROTHERS INVESTMENTS LLC**, a Texas limited liability company ("**Transferor**"), the undersigned, in their capacity as Vice President of Fort GP, LLC, but not individually, hereby certifies to Transferee the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is [_____]; and

3. Transferor's office address is [_____].

Dated as of _____, 2025.

LUSKEY BROTHERS INVESTMENTS LLC,
a Texas limited liability company

By: SLRE, LLC, a Texas limited liability company
Its: Manager

By:_____
Stephen Luskey, Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Stephen Luskey as Manager of SLRE, LLC, a Texas limited liability company, Manager of Luskey Brothers Investments LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

AI# 13396
Regular City Council Meeting 6. 5.
04/22/2025:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 20, amending the FY 2024-25 Budget for municipal purposes, respecting the Information Technology Fund for the purchase of police laptops; providing for filing; and providing for a savings clause.

Item Summary

I. Amend the Information Technology operating budget and appropriate funding in the amount of $755,982 for the purchase of police laptops. Funding will be from the Information Technology Fund.

This budget amendment provides for the first installment of a zero-interest lease agreement for the purchase of police department laptops. The agreement includes three payments: one in the current fiscal year, followed by additional payments in October 2025 and October 2026.

At the end of the lease term, the vendor, SHI, is offering a three-year interest-free purchase which aligns with the payment timeframe. The City will have the option to purchase the laptops for $1, effectively transferring ownership. This purchase will replace 345 active-use laptops currently deployed in the field and provide an additional 45 spare devices to accommodate new officers, transfers, and other operational needs.

The financing structure enables the City to secure current pricing while spreading costs over multiple years without incurring interest, thereby preserving fiscal flexibility. By locking in today's prices, the City mitigates the impact of inflation and ensures the Police Department remains equipped with up-to-date technology necessary for effective operations. This strategic approach reflects the City's ongoing commitment to responsible financial stewardship and long-term planning.

Fiscal Impact

Funding in the amount of $755,982 is to be appropriated in the FY 2024-25 Information Technology Operating Budget in the Information Technology Fund balance, and will be used to purchase new laptops for the Police Department.

Staff/Board Recommending
Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 20

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE 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 #20) for municipal purposes, as follows:

I. Amend the Information Technology operating budget and appropriate funding in the amount of $755,982 for the purchase of police laptops. Funding will be from the Information Technology Fund.

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

ccdocsII/BudgetFY24-25.Amend20.ord
April 10, 2025

AI# 13353
Regular City Council Meeting 6. 6.
04/22/2025:

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2025-O0048, abandoning and closing alley right-of-way located in Section 77, Block A, recorded in Vol. 1843, Pg. 285, City of Lubbock, Lubbock County, Texas, near the North Loop Industrial Park, north of East Lehigh Street, and east of Ash Avenue.

Item Summary

The City Council approved the first reading of this ordinance, unanimously on April 8, 2025.

The City of Lubbock is in receipt of a request to abandon and close part of an alley located near the North Loop Industrial Park, north of East Lehigh Street, east of Ash Avenue.

The total area of the easements being closed is 10,454 square feet. The proponent desires to close the alley due to a change in the development of this property. The infrastructure in the alley has been relocated and is no longer needed.

All City departments and franchise utility companies are in agreement with the closure.

Fiscal Impact

$2,847 revenue to the General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance - Section 77 Block A Alley
Section 77 Block A Alley Closure Field notes
Section 77 Block A Alley Closure
Map - Section 77 Block A Alley Closure

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING ALLEY RIGHT-OF-WAY LOCATED IN SECTION 77, BLOCK A, RECORDED IN VOL. 1843 PG. 285, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the right-of-way hereinafter described in the body of this Ordinance is no longer needed for right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for right-of-way purposes and for public use; NOW THEREFORE:

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

SECTION 1. THAT the right-of-way as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for right-of-way purposes and for public use, such right-of-way being more particularly described in the attached Exhibit "A".

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

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

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

AND IT IS SO ORDERED.

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

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Ord.Alley Right-of-Way SEC 77 BLK A
03.20.25

FIELD NOTES for a 0.24 acre portion of an alley, situated in Section 77, Block A, Recorded in Vol. 1843 Pg. 285, City of Lubbock, Lubbock County, Texas, and more particularly described as follows:

BEGINNING at the most westerly southwest corner of this tract which bears S. 88° 32' 33" E. a distance of 20.00 feet from a 5/8" iron rod found at the northeast corner of Block A, Lot 6 of North Loop Industrial Park recorded in Vol. 1843 Pg. 285.

THENCE N. 01° 33' 40" E. a distance of 19.96 feet to the northwest corner of this tract.

THENCE S. 88° 32' 19" E. a distance of 129.02 feet to a 5/8" iron rod found for the northeast corner of this tract.

THENCE S. 01° 31' 27" W. a distance of 426.64 feet to a 5/8" iron rod found in the north right-of-way line of East Lehigh Street at the start of a non-tangent curve to the right for the southeast corner of this tract.

THENCE along said curve and said north line having a radius of 421.05 feet a chord bearing of N. 70° 03' 54" W. a chord distance of 21.08 feet, and an arc length of 21.08 feet to a 5/8" iron rod found for the most southerly southwest corner of this tract.

THENCE N. 01° 31' 19" E. a distance of 389.95 feet to a 5/8" iron rod found for an angle corner of this tract.

THENCE N. 43° 21' 52" W. a distance of 14.17 feet to a 5/8" iron rod found for an angle corner of this tract.

THENCE N. 88° 32' 33" W. a distance of 99.02 feet to the POINT OF BEGINNING and containing 0.24 acres of land.

* * * * * * * * * * * * * * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered Professional
COUNTY OF COLLINGSWORTH : Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 17th day of May, 2023.

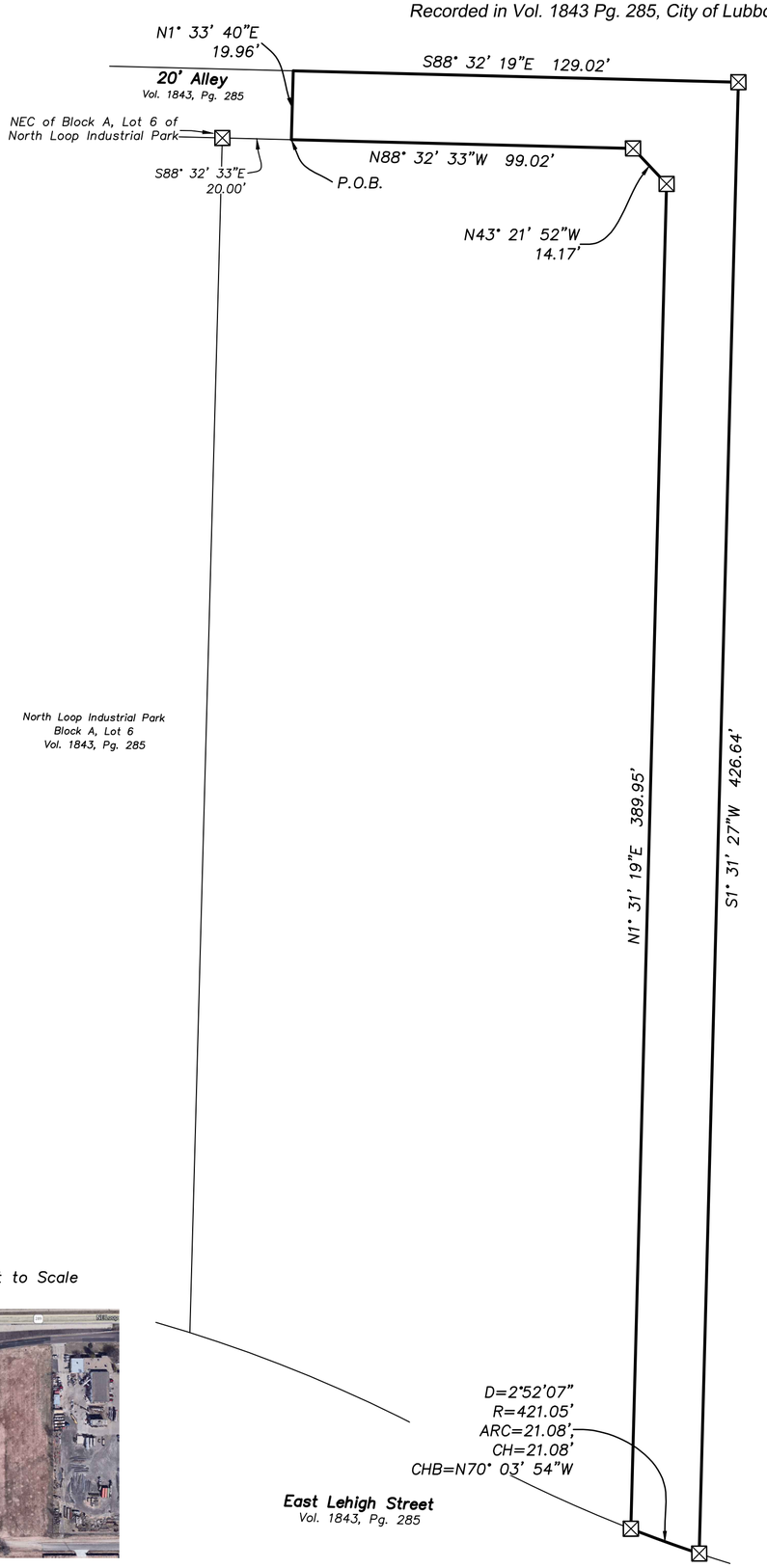


Richard E. Johnson
Registered Professional
Land Surveyor #4263

OJD ENGINEERING, LLC * WELLINGTON, TX * FIRM NO. 10090900

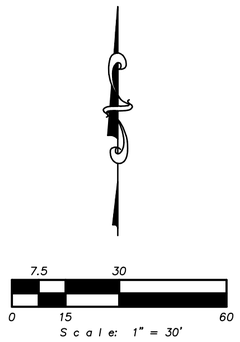
Alley Closure

Being 0.24 acre portion of an Alley, situated in Block A Section 77, Recorded in Vol. 1843 Pg. 285, City of Lubbock, Lubbock County, Texas



Vicinity Map Not to Scale





NOTE:
P.O.B. = POINT OF BEGINNING.

☒ = 5/8" iron rod found

Bearings based on U.S. State Plane of 1983 Texas North Central

Distances shown are ground distances.

Scale Factor: 1.000241042

APPROVED this the _____ Day of _____, 20____, by the PLANNING AND ZONING COMMISSION of the CITY OF LUBBOCK, TEXAS

APPROVED_____CHAIRMAN

ATTEST_____SECRETARY

PLAT NOTES:

1. Heavy lines indicate plat limits.
2. All streets, alleys, and easements within plat limits are herein dedicated unless otherwise noted.
3. No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by the Planning and Zoning Commission policy or by the Lubbock Code of Ordinances.
4. All utility service shall be in accordance with the underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of section 37.01.037 of the Lubbock Code of Ordinances.
5. Any relocation or revision of existing facilities shall be at the subdivider's expense. Compensation shall be made prior to the recording of this final plat.
6. All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the expense of the entity requesting such installation.
7. Any easement or rights-of-way shown as "to be dedicated by separate instrument" are shown on the plat for information purposes only. This plat does not dedicate said easements.
8. Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Section 28.09.131, Section 28.14.004, and Section 30.03.073 of the Lubbock Code of Ordinances.
9. Bearings cited herein are referenced to the Texas Coordinate System of 1983, (2011 Adjustment), North Central Zone 4202.
10. A field note description of even certification date herewith accompanies this plat.
11. No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining properties or rights-of-way). Record document other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.
12. Blanket underground utility, transformer pad and switching enclosure easement as required for electric service within the plat limits be granted to Lubbock Power & Light.
13. Plat contains 0.24 Acres.
14. Within Plat limits all Right-of-Way will be closed.

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS,
that I, Richard E. Johnson, Registered
COUNTY OF COLLINGSWORTH : Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 17th day of May, A.D., 2023.

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL
LAND SURVEYOR

Richard E. Johnson
Registered Professional
Land Surveyor #4263

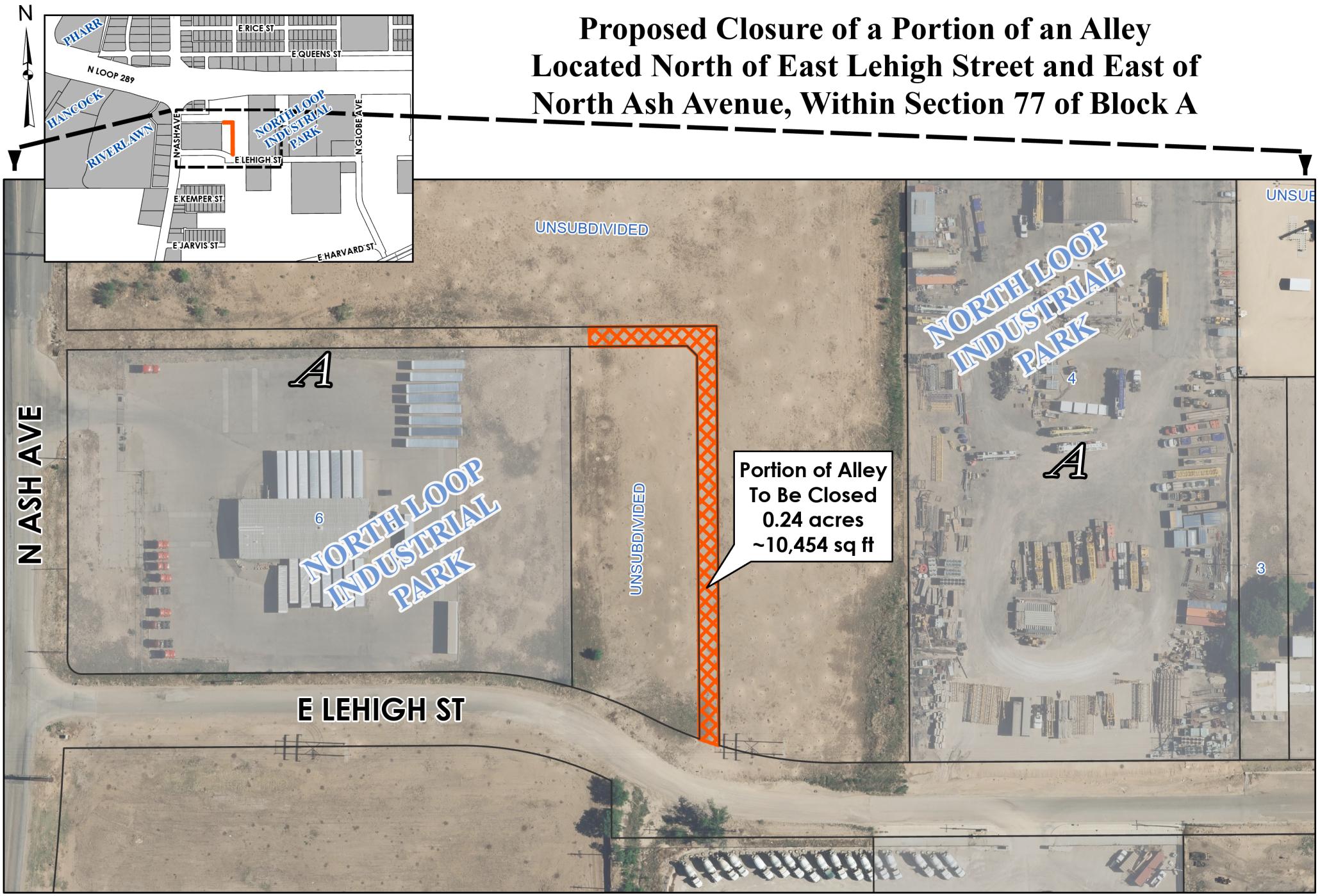
Alley Closure

SCALE: 1" = 30'	PROJECT #22-LS0044	DRAWN BY: TSM
DATE: 01/31/2023		CHECKED BY: REJ

OJD Engineering, LLC
Consulting Engineers & Surveyors
806-447-2503
P.O. Box 543
Wellington, Texas 79095
Firm No. 10090900

DRAWING NUMBER
1 of 1

Proposed Closure of a Portion of an Alley Located North of East Lehigh Street and East of North Ash Avenue, Within Section 77 of Block A



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2022

AI# 13354
Regular City Council Meeting 6. 7.
04/22/2025:

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2025-O0049, abandoning and closing portions of streets located in Section 77, Block A, recorded in Vol. 474, Pg. 183, City of Lubbock, Lubbock County, Texas, north of the North Loop Industrial Park, and south of Northeast Loop 289.

Item Summary

The City Council approved the first reading of this ordinance on April 8th unanimously.

The City of Lubbock is in receipt of a request to abandon and close East Marshall Street and North Birch Avenue, located north of the North Loop Industrial Park, south of Northeast Loop 289.

The total area of the easements being closed is 28,750 square feet. The proponent desires to close the alley due to a change in the development of this property. The infrastructure in the road has been abandoned and new infrastructure installed.

All City departments and franchise utility companies are in agreement with the closure.

Fiscal Impact

$7,763 revenue to the General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance - Section 77, Block A
Section 77 Block A Road Closure Field notes
Section 77 Block A Road Closure
Map - Section 77 Block A Road Closure

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF STREETS LOCATED IN THE SECTION 77, BLOCK A, RECORDED IN VOL. 474 PG. 183, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the rights-of-way hereinafter described in the body of this Ordinance are no longer needed for public use; and it would be in the public interest to close, vacate and abandon the same for public use; NOW THEREFORE:

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

SECTION 1. THAT the streets as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for public use, such area being more particularly described in the attached Exhibits "A."

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

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

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

AND IT IS SO ORDERED.

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

Bailey Ratcliffe FOR

John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Ord. Abandon and Close – Streets Marshal-Birch
3.20.25

FIELD NOTES for a 0.66 acre portion of East Marshal Street and N. Birch Avenue, situated in Section 77, Block A, Recorded in Vol. 474 Pg. 183, City of Lubbock, Lubbock County, Texas, and more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the southeast corner Lot 22 of platted subdivision Carter Park addition recorded in Vol. 474 Pg. 183 for an ell corner of this tract.

THENCE N. 01° 22' 51" E. a distance of 118.93 feet to a Railroad spike found in the south right-of-way line of Northeast Loop 289 for an ell corner of this tract.

THENCE S. 88° 33' 50" E., along the said south line, a distance of 50.27 feet to a 1/2" iron rod found for the northeast corner of this tract.

THENCE S. 01° 25' 22" W. a distance of 178.89 feet to a 3/8" iron rod found for the southeast corner of this tract.

THENCE N. 88° 33' 37" W. a distance of 349.11 feet to a 1/2" iron rod with cap inscribed "OJD ENG" set in the east right-of-way line of North Ashe Avenue at the start of a non-tangent curve to the right for the southwest corner of this tract.

THENCE along said curve having a radius of 200.00 feet a chord bearing of N. 16° 25' 10" E. a chord distance of 62.20 feet, and an arc length of 62.45 feet to a 1/2" iron rod with cap inscribed "HRA" found for the most westerly northwest corner of this tract.

THENCE S. 88° 31' 58" E. a distance of 122.83 feet to a 3/8" iron rod found for an ell corner of this tract.

THENCE N. 01° 28' 31" E. a distance of 109.70 feet to a 3/8" iron rod found in the said south right-of-way line of Northeast Loop 289 at the start of a non-tangent curve to the right for the most northerly northwest corner of this tract.

THENCE along said curve having a radius of 200.00 feet a chord bearing of N. 77° 00′ 03″ E. a chord distance of 20.66 feet, and an arc length of 20.66 feet to a 1/2" iron rod with cap found for an ell corner of this tract.

THENCE S. 01° 28' 31" W. a distance of 114.86 feet to a 3/8″ iron rod found for an ell corner of this tract.

THENCE S. 88° 31' 58" E. a distance of 140.00 feet to the POINT OF BEGINNING and containing 0.66 acres of land.

* * * * * * * * * * * * * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered Professional
COUNTY OF COLLINGSWORTH : Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 17th day of May, 2023.

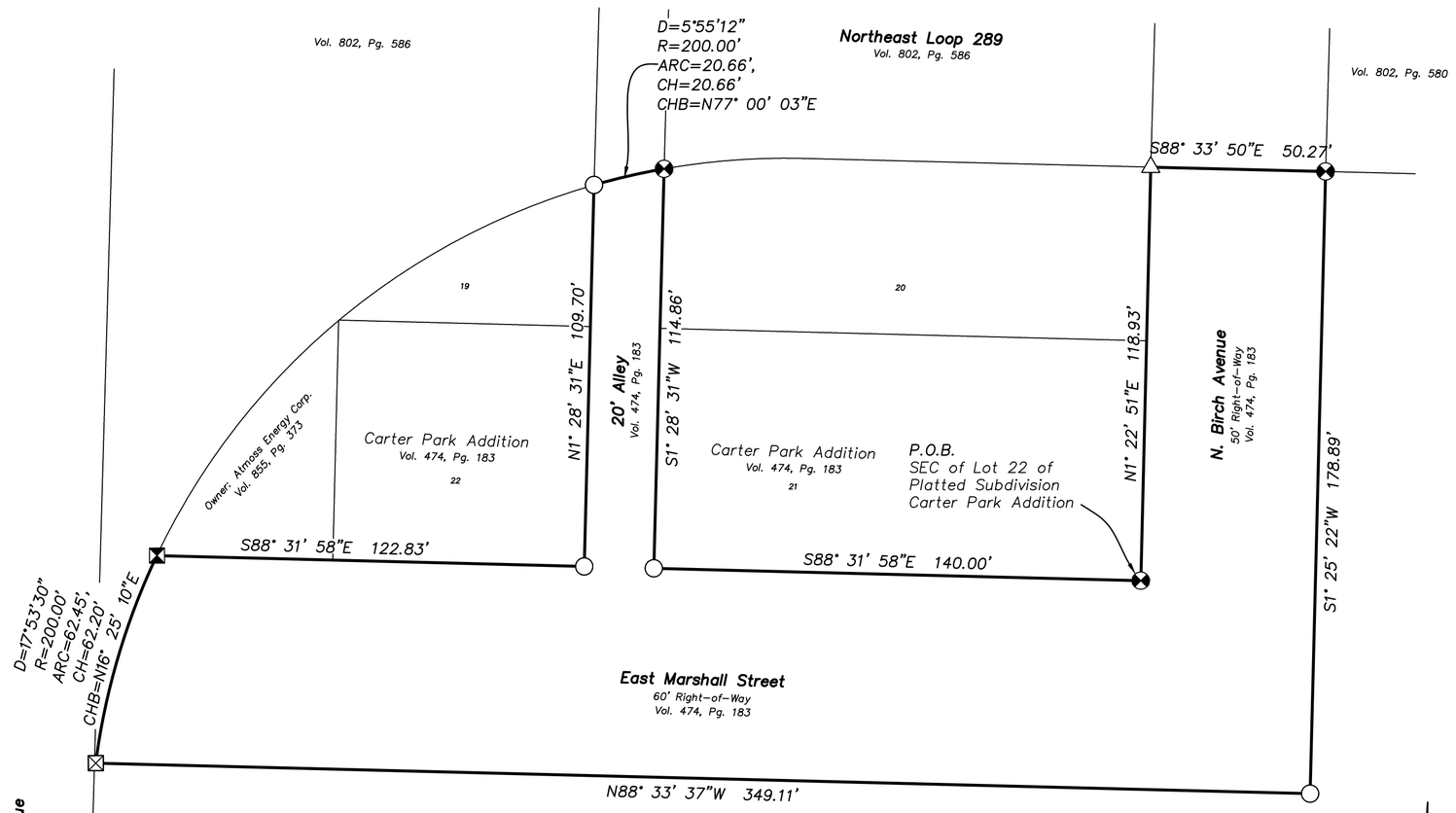
STATE OF TEXAS REGISTERED RICHARD E. JOHNSON 4263 PROFESSIONAL LAND SURVEYOR

Richard E. Johnson
Registered Professional
Land Surveyor #4263

OJD ENGINEERING, LLC * WELLINGTON, TX * FIRM NO. 10090900

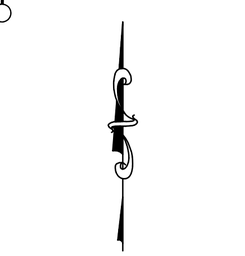
Road Closure

Being 0.66 acre portion of East Marshal Street and N. Birch Avenue, situated in Block A Section 77, Recorded in Vol. 474 Pg. 183, City of Lubbock, Lubbock County, Texas



PLAT NOTES:

1. *Heavy lines indicate plat limits.*
2. *All streets, alleys, and easements within plat limits are herein dedicated unless otherwise noted.*
3. *No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by the Planning and Zoning Commission policy or by the Lubbock Code of Ordinances.*
4. *All utility service shall be in accordance with the underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of section 37.01.037 of the Lubbock Code of Ordinances.*
5. *Any relocation or revision of existing facilities shall be at the subdivider's expense. Compensation shall be made prior to the recording of this final plat.*
6. *All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the expense of the entity requesting such installation.*
7. *Any easement or rights-of-way shown as "to be dedicated by separate instrument" are shown on the plat for information purposes only. This plat does not dedicate said easements.*
8. *Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Section 28.09.131, Section 28.14.004, and Section 30.03.073 of the Lubbock Code of Ordinances.*
9. *Bearings cited herein are referenced to the Texas Coordinate System of 1983, (2011 Adjustment), North Central Zone 4202.*
10. *A field note description of even certification date herewith accompanies this plat.*
11. *No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining properties or rights-of-way). Record document other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.*
12. *Blanket underground utility, transformer pad and switching enclosure easement as required for electric service within the plat limits be granted to Lubbock Power & Light.*
13. *Plat contains 0.66 Acres.*
14. *Within Plat limits all Right-of-Way will be closed.*



NOTE:
P.O.B. = POINT OF BEGINNING.

- ☒ = *1/2" iron rod with "OJD ENG" cap set*
- ◯ = *3/8" iron rod found*
- ⊗ = *1/2" iron rod found*
- ☒ = *1/2" iron rod found "HRA"*
- △ = *Railroad Spike Found*

Bearings based on U.S. State Plane of 1983 Texas North Central

Distances shown are ground distances.

Scale Factor: 1.000241042

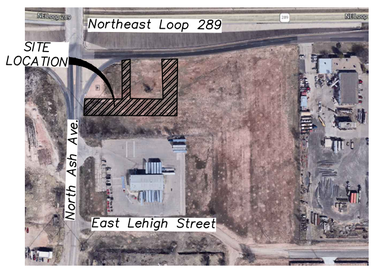
STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered
COUNTY OF COLLINGSWORTH : Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 17th day of May, A.D., 2023.

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL LAND SURVEYOR

Richard E. Johnson
Registered Professional
Land Surveyor #4263

Vicinity Map Not to Scale



APPROVED this the _____ Day of _____, 20____, by the PLANNING AND ZONING COMMISSION of the CITY OF LUBBOCK, TEXAS

APPROVED_____CHAIRMAN

ATTEST_____SECRETARY

Road Closure

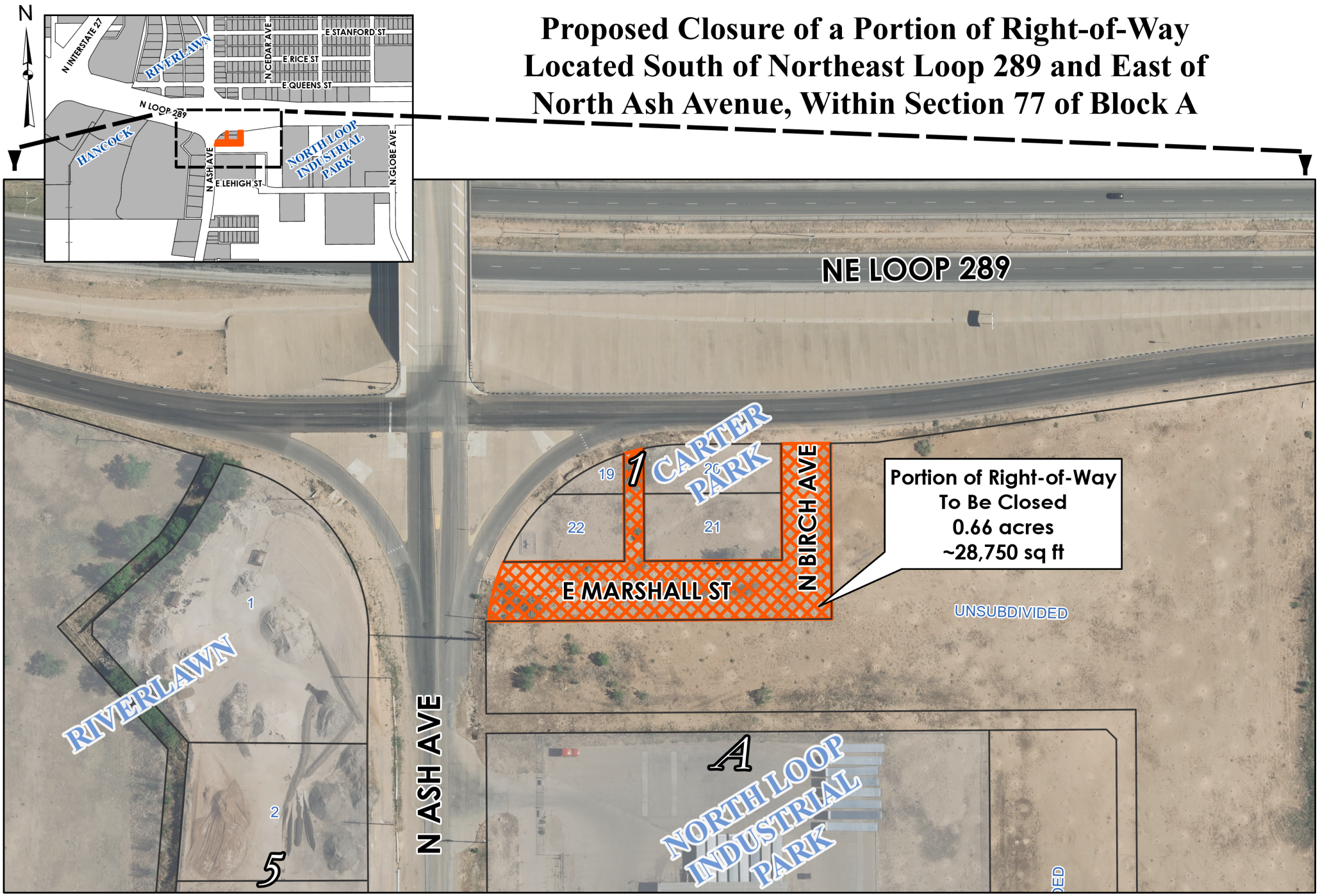
SCALE: 1" = 30'	PROJECT #22-LS0044	DRAWN BY: TSM
DATE: 01/31/2023		CHECKED BY: REJ

OJD Engineering, LLC
Consulting Engineers & Surveyors
Firm No. 10090900

806-447-2503
P.O. Box 543
Wellington, Texas 79095

DRAWING NUMBER
1 of 1

Proposed Closure of a Portion of Right-of-Way Located South of Northeast Loop 289 and East of North Ash Avenue, Within Section 77 of Block A



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

City of Lubbock TEXAS

Digital Orthophotography - May 2022

AI# 13365
Regular City Council Meeting 6. 8.
04/22/2025:

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 real property located in Lot 20, Block 21 of the Marti-Ameen Addition, Lubbock County, Texas (Parcel 5), at the northwest corner of 82nd Street and Avenue B, 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. John Slaton and Timothy Vasquez with Blaine White, are dedicating right-of-way at the northwest corner of 82nd Street and Avenue B to the City of Lubbock.

The proponents will dedicate 113 square feet of land for street right-of-way purposes, for $500 plus closing costs.

Fiscal Impact

The cost of the land acquisition is $500.00, 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 - 82nd St., Parcel 5
Fully Executed Deed - 82nd St. Parcel 5
Map - 82nd St., Parcel 5
CIP 92825 - Budget Detail
CIP 92825 - 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 Lot 20, Block 21 of the Martin - Ameen Addition, Lubbock County, Texas (Parcel 5), 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, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

Ccdocs://Res. Street and ROW Deed – Lot 20, Block 21, Parcel 5
3.31.25

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. 5
302 82nd Street, Lubbock, Texas 79404
Lot 20, Block 20 of the Martin – Ameen Addition located in Section 5, Block E, of the GC & SF R.R. Co. Survey, 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 **John Slaton, a single man and Timothy Vasquez and Blaine White, a married couple,** herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to **him/her** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 20th day of February, 2025.

GRANTORS:
John Slaton, a single man and Timothy Vasquez and Blaine White, a married couple

John Slaton

Timothy Vasquez

Blaine White

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 20th day of February, 2025 by Blaine White, 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.

Taylor Thompson
My Commission Expires
10/19/2025
Notary ID
133399874

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 10/19/2025

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 20th day of February, 2025 by Timothy Vasquez, 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.



NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 10/19/2025

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2025 by John Slaton, a single man. The acknowledging person personally appeared by:

☐ physically appearing before me.

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

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: _____

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

WITNESS MY HAND this 21 day of February, 2025.

GRANTORS:
John Slaton, a single man and Timothy Vasquez and Blaine White, a married couple

John Slaton

Timothy Vasquez

Blaine White

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2025 by Blaine White, 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.

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2025 by Timothy Vasquez, 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.

NOTARY PUBLIC. STATE OF TEXAS
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on the 21 day of February, 2025 by John Slaton, a single man. The acknowledging person personally appeared by:

☒ physically appearing before me.

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

MEGAN GILLILAND
Notary Public, State of Texas
Comm. Expires 05-15-2026
Notary ID 129819936

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 5-15-26

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

EXHIBIT "A"

DESCRIPTION – PARCEL 5 - ROW

Field notes describing a 113 square feet right-of-way out of Lot 20, Block 20 of the Martin – Ameen Addition located in Section 5, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas

BEING a 113 square feet tract of land out of Lot 20, Block 20 of the Martin – Ameen Addition to the City of Lubbock, Lubbock County, Texas, as shown in Volume 315, Page 201, of the Official Public Records of Lubbock County, Texas, situated in Section 5, 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 MAGnail with washer stamped "COBB FENDLEY BOUNDARY" (N: 7,253,588.91', E: 951,549.10') set for the west corner of this tract, on the common south line of said Lot 20 and north line of 82nd Street, as shown on said Martin – Ameen Addition, from which a Rail Road Spike (N: 7,253,537.48', E: 952,252.99') found for the southeast corner of said Section 5, bears South 01°44'33" West, 30.00 feet and South 88°15'27" East, 705.13 feet and a 3/8 inch iron rod found for the southwest corner of said Lot 20, bears North 88°15'27" West, 45.00 feet;

THENCE North 46°45'35" East, a distance of **21.22 feet**, to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,603.45', E: 951,564.56') set for the north corner of this tract on the common east line of Lot 20 and west line of Avenue B, as shown on said Martin – Ameen Addition, from which a 1/2 inch iron rod with cap stamped "R.L. SMITH RPLS 3906" found for the northeast corner of said Lot 20, bears North 01°46'38" East, 135.03 feet;

THENCE South 01°46'38 West, along said common line, a distance of **15.00 feet** to a 1/2 inch iron rod with cap stamped "R.L. SMITH RPLS 3906" found for the southeast corner of this tract and being the same as the southeast corner of said Lot 20;

THENCE North 88°15'27" West, along the common south line of said Lot 20 and north line of said 82nd Street, a distance of **15.00 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 113 square feet of land.

EXHIBIT "A"

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

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

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

Jeffrey L. Fansler 2024-03-07

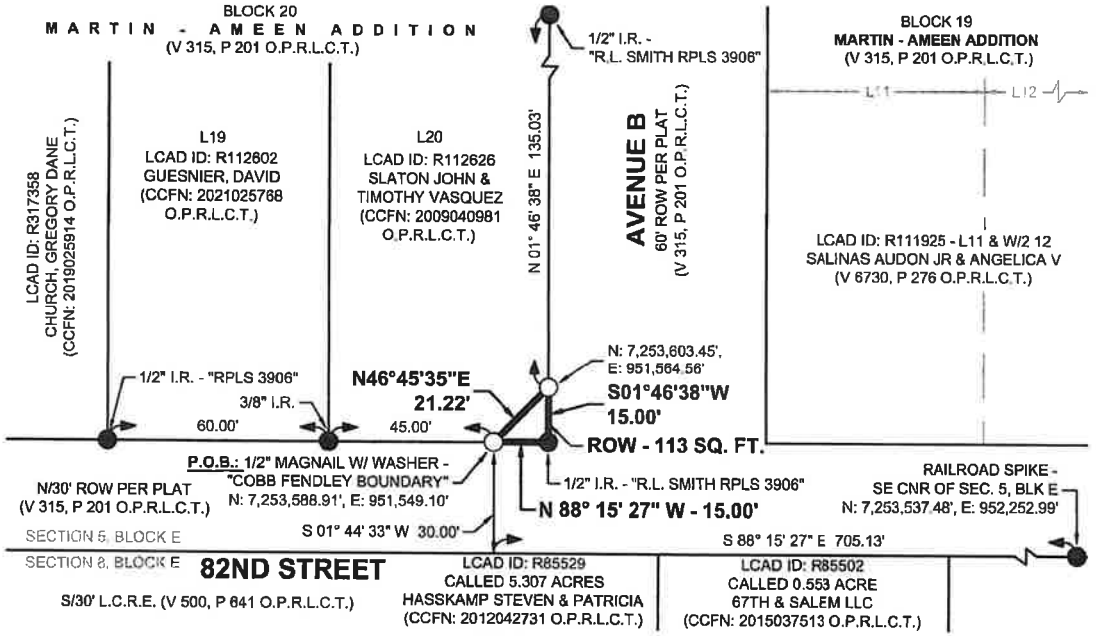
STATE OF TEXAS
REGISTERED
JEFFREY L. FANSLER
4348
PROFESSIONAL
LAND SURVEYOR

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

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

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"



50 0 25 50

1 inch = 50 ft.
GRAPHIC SCALE
(in feet)

LEGEND
P.O.B. = POINT OF BEGINNING
I.R. = IRON ROD
ROW = RIGHT-OF-WAY
L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT
SDD = STREET DEDICATION DEED
V. / P. = VOLUME / PAGE
CCFN = COUNTY CLERK FILE NUMBER
O.P.R.L.C.T. = OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS
R,L,Δ,C = RADIUS, ARC LENGTH, DELTA ANGLE, CHORD
● = MONUMENT FOUND (AS NOTED)
○ = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY") OR AS NOTED
= PROPERTY LINE
= EASEMENT LINE - AS DESCRIBED
= ADJOINING PROPERTY LINE
= RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

NORTH

NOTES:

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

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

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

Jeffrey L. Fansler 2024-03-07

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

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

DATE: 03/06/2024	SCALE: 1" = 50'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 3	JOB NUMBER: 2302-019-01
SHEET ID: 2302-019-01-PARCEL 5 - ROW.dwg	

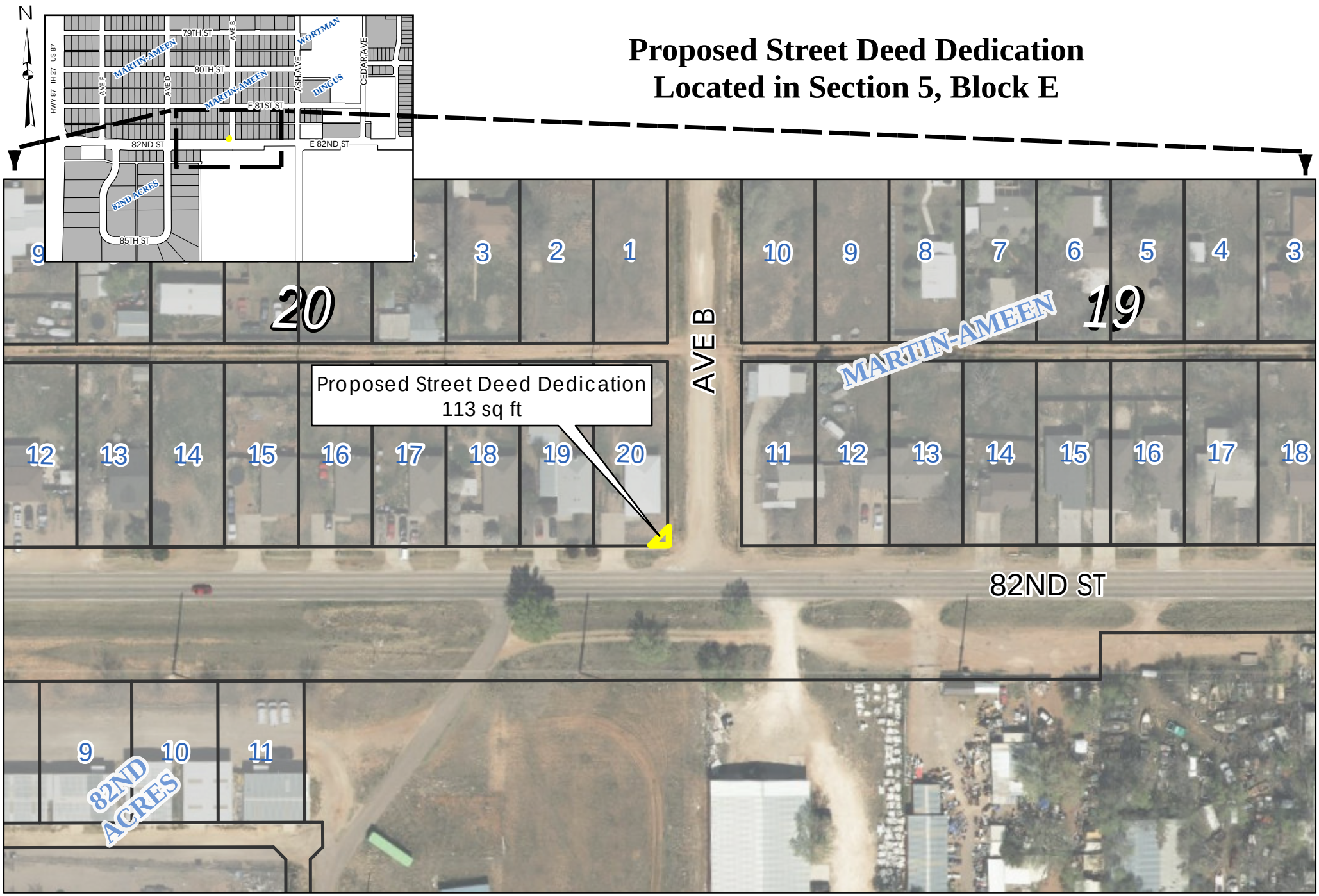
© copyright Cobb, Fendley & Associates, Inc.

PARCEL 5 - ROW

A 113 Sq. Ft. RIGHT-OF-WAY, OUT OF LOT 20, BLOCK 20 OF THE MARTIN - AMEEN ADDITION, LOCATED IN SECTION 5, BLOCK E, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

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

Proposed Street Deed Dedication
Located in Section 5, Block E



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City of Lubbock TEXAS

Digital Orthophotography - March 2024

City of Lubbock, TX
Capital Project
Project Cost Detail
April 8th 2025

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

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 18,53
Amendment 1 to Contract 17088	-
Contract 17088 with LAN for Design Services on 82nd and MLK	3,424,87
Playa Lake 82 Land Purchase	699,95
Parcel 1 Land Purchase	42,00
Parcel 2 Land Purchase	3,879
Parcel 3 Land Purchase	1,464
Parcel 4 Land Purchase	2,000
Parcel 10 Land Purchase	2,80
Parcel 16 Land Purchase	92
Parcel 17 Land Purchase	90
Parcel 19 Land Purchase	50,442
Parcel 20 Land Purchase	31,753
Parcel 21 Land Purchase	19,844
Parcel 22 Land Purchase	54,999
Parcel 23 Land Purchase	36,369
Parcel 24 Land Purchase	112,300
Parcel 25 Land Purchase	36,498
Parcel 26 Land Purchase	41,158
Parcel 27 Land Purchase	21,058
Parcel 28 Land Purchase	81,74
Parcel 29 Land Purchase	297,69
Parcel 30 Land Purchase	130,05
Parcel 32 Land Purchase	236,510
Parcel 33 Land Purchase	100,27
Parcel 34 Land Purchase	60,31
Parcel 35 Land Purchase	35,93
Legal Fees	718
Agenda Items, April 22nd 2025	
Parcel 5 Land Purchase	500
Parcel 13 Land Purchase	59,999
Parcel 15 Land Purchase	15,400
Encumbered/Expended To Date	5,620,90
Estimated Costs for Remaining Appropriation	
Purchase of Land and Roadway Construction	79,09
Remaining Appropriation	79,09
Total Appropriation	$ 5,700,00



CIP 92825 82nd Street and MLK Blvd- 22B

New Roadway Infrastructure

Project Manager: Bailey Rateliffe - 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-land 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-O0169

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# 13366
Regular City Council Meeting 6. 9.
04/22/2025:

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 real property located in Section 24, Block E-2, Lubbock County, Texas (Parcel 54), on the south side of 114th Street between Elkhart Avenue and Chicago Avenue, to be utilized for the 2022 Street Bond Project.

Item Summary

With the widening of 114th Street from Frankford Avenue to Slide Road, the following street dedication will allow for the construction of the arterial. Duane Mosher is dedicating right-of-way on the south side of 114th Street, between Elkhart Avenue and Chicago Avenue, to the City of Lubbock.

The proponent will dedicate 1,125 square feet of land for street right-of-way purposes, for $7,325 plus closing costs.

Fiscal Impact

The cost of the land acquisition is $7,325, plus closing costs, and is funded in Capital Improvements Project 92820, Street Bond 114th Street: Frankford Avenue to Slide Road – 22 B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution - 114th St., Parcel 54
Signed Deed_Parcel 54_114_FS_20250324
Map - 114th St., Parcel 54
CIP 92820 - Budget Detail
CIP 92820 - 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 24, Block E-2, Lubbock County, Texas (Parcel 54), to be utilized for the 114th Street 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

Cedocs://Res. Street and ROW Deed – Sec 24 Blk E-2 Parcel 54
3.25.25

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.

114th Street (Frankford to Slide) Project
Parcel No. 54
Abbreviated Property Description: a 5-foot right-of way parcel situated in a called 4.35 acre tract described under County Clerk File Number (hereinafter referred to as CCFN) 2011000570 of the Official Public Records of 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 **DUANE MOSHER**, herein called "GRANTOR" (whether one or more) for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to **GRANTOR** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 20 day of March, 2025.

GRANTOR:

Duane Mosher

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 20 day of March, 2025 by **Duane Mosher**. The acknowledging person personally appeared by:

☑ physically appearing before me.

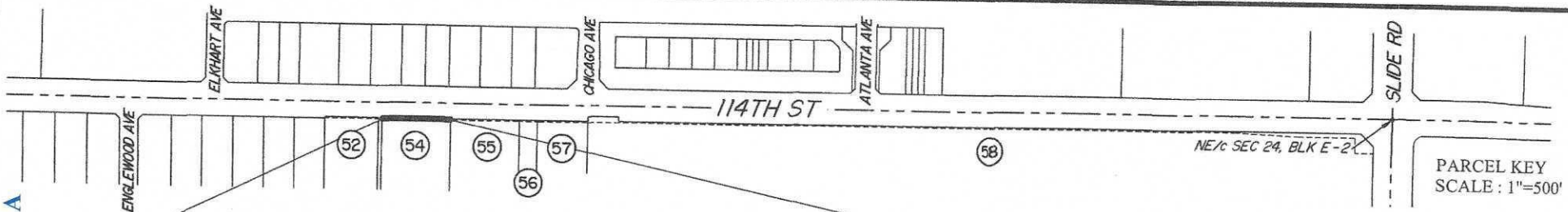
☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

YVETTE DIAZ
Notary Public, State of Texas
Comm. Expires 12-02-2025
Notary ID 133471928

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 12/2/2025

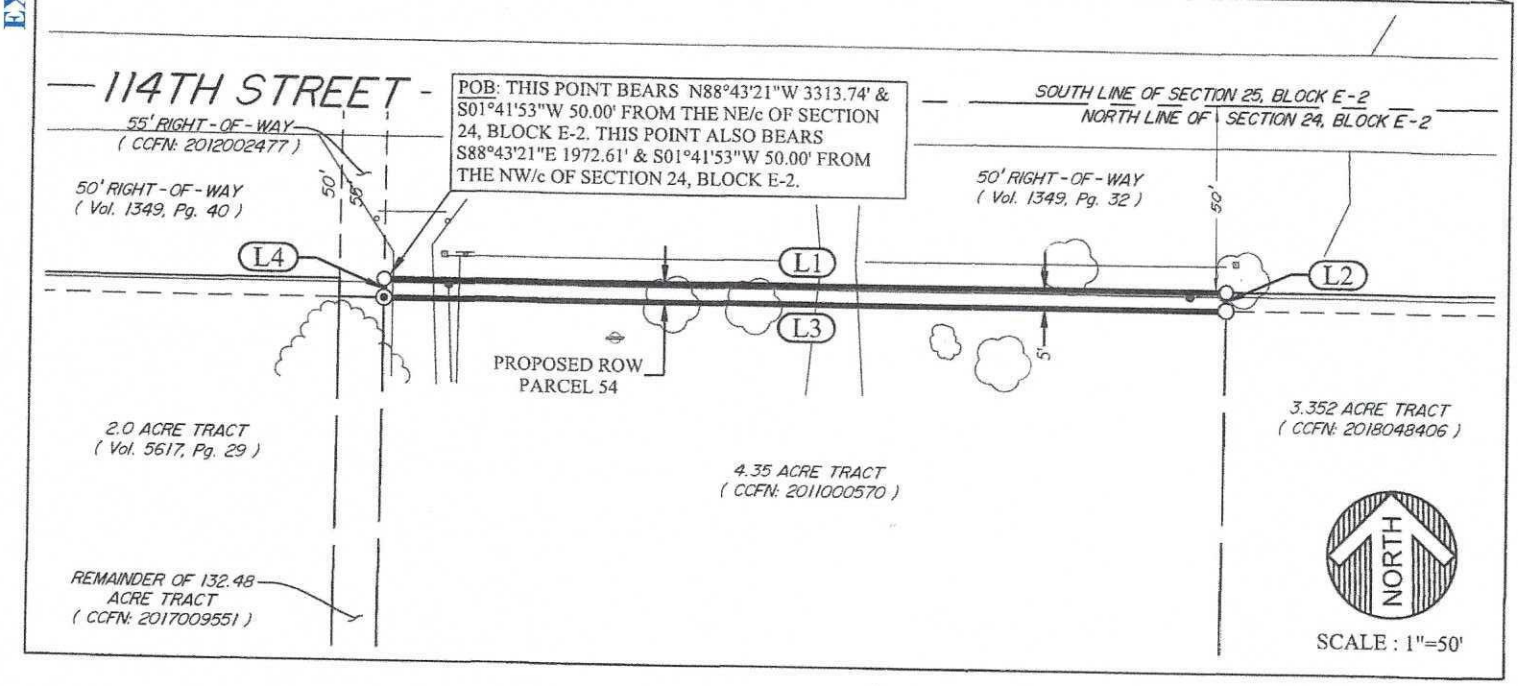
Grantee's Address:
City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401

EXHIBIT A



PARCEL KEY
SCALE : 1"=500'

DETAIL



SCALE : 1"=50'

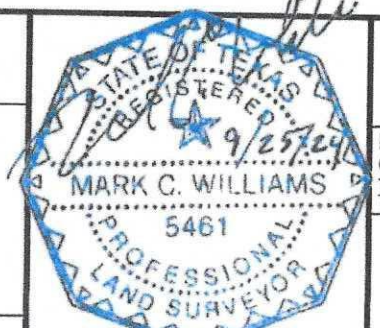
Line Table		
Line #	Length	Direction
L1	225.00'	S88° 43' 21"E
L2	5.00'	S01° 45' 44"W
L3	224.99'	N88° 43' 21"W
L4	5.00'	N01° 41' 53"E

WO# 20232127
CLIENT: KIMLEY-HORN

RIGHT OF WAY PARCEL 54

PERIMETER SURVEY OF A
0.0258 ACRE PARCEL LOCATED IN
SECTION 24, BLOCK E-2
LUBBOCK COUNTY, TEXAS

Mark C. Williams, Registered Professional Land Surveyor
No. 5461 State of Texas



ISSUED: 9/25/2024 Rev 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011)
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

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LEGEND:

- PROPOSED ROW
- EXISTING ROW
- FUTURE ROW
- ADJACENT PROPERTY
- SECTION LINE
- EASEMENT
- IMPROVEMENTS
- ○ - SET 1/2" IRON ROD w/CAP (HRA)
- ◉ - FOUND 1/2" IRON ROD w/CAP (HRA)
- ○ - FOUND 1/2" IRON ROD w/CAP (RL SMITH #3906)
- (##) - PARCEL NUMBER

POB - POINT OF BEGINNING
ROW - RIGHT-OF-WAY

M:\2023\114th Street_Frankford to Slide\ROW Acquisition\Parcel 54- MOSHER, DUANE\Drawings\Survey_114_FS_Parcel 54 rev 2.dwg Plotted: Tuesday, September 24, 2024 4:03:44 PM

DESCRIPTION FOR PARCEL

METES AND BOUNDS DESCRIPTION of a 5-foot right-of way parcel situated in a called 4.35 acre tract described under County Clerk File Number (hereinafter referred to as CCFN) 2011000570 of the Official Public Records of Lubbock County, Texas (hereinafter referred to as OPR) located in Section 24, Block E-2, Lubbock County Texas, with the herein described parcel being described by metes and bounds as follows:

BEGINNING at a set 1/2" rod with cap stamped "HUGO REED & ASSOC." which bears South 88°43'21" East a distance of 1972.61 feet and South 01°41'53" West a distance of 50.00 feet from the Northwest corner of said Section, being in the West line of said 4.35 acre tract, at the Southwest corner of a 50-foot right-of-way described in Volume 1349, Page 32 of the Deed Records of Lubbock County, Texas, from which the Northeast corner of said Section bears North 01°41'53" East a distance of 50.00 feet and South 88°43'21" East a distance of 3313.74 feet;

THENCE South 88°43'21" East, across said 4.35 acre tract and along the South line of said 50-foot right-of-way, a distance of **225.00 feet** to a 1/2" rod with cap stamped "HUGO REED & ASSOC." set in the East line of said 4.35 acre tract and the West line of a called 3.352 acre tract described under CCFN 2018048406, OPR;

THENCE South 01°45'44" West, along the East line of said 4.35 acre tract and the West line of said 3.352 acre tract, a distance of **5.00 feet** to a found 1/2 inch rod stamped "RL SMITH 3906";

THENCE North 88°43'21" West, across said 4.35 acre tract, a distance of **224.99 feet** to a 1/2" rod with cap stamped "HUGO REED & ASSOC." found in the West line of said 4.35 acre tract, for the Southeast corner of a 55-foot right-of-way described as "Tract 2" under CCFN 2012002477, OPR;

THENCE North 01°41'53" East, along the West line of said 4.35 acre tract and East line of said 55-foot right-of-way, a distance of **5.00 feet** to the **POINT OF BEGINNING** and having an area of 0.0258 acres or 1125 square feet, more or less.

WO# 20232127
CLIENT: KIMLEY-HORN

RIGHT OF WAY PARCEL 54

PERIMETER SURVEY OF A
0.0258 ACRE PARCEL LOCATED IN
SECTION 24, BLOCK E-2
LUBBOCK COUNTY, TEXAS

Mark C. Williams, Registered Professional Land Surveyor
No. 5461 State of Texas

STATE OF TEXAS
REGISTERED
9/25/24
MARK C. WILLIAMS
5461
PROFESSIONAL
LAND SURVEYOR

ISSUED: 9/25/2024 Rev. 2

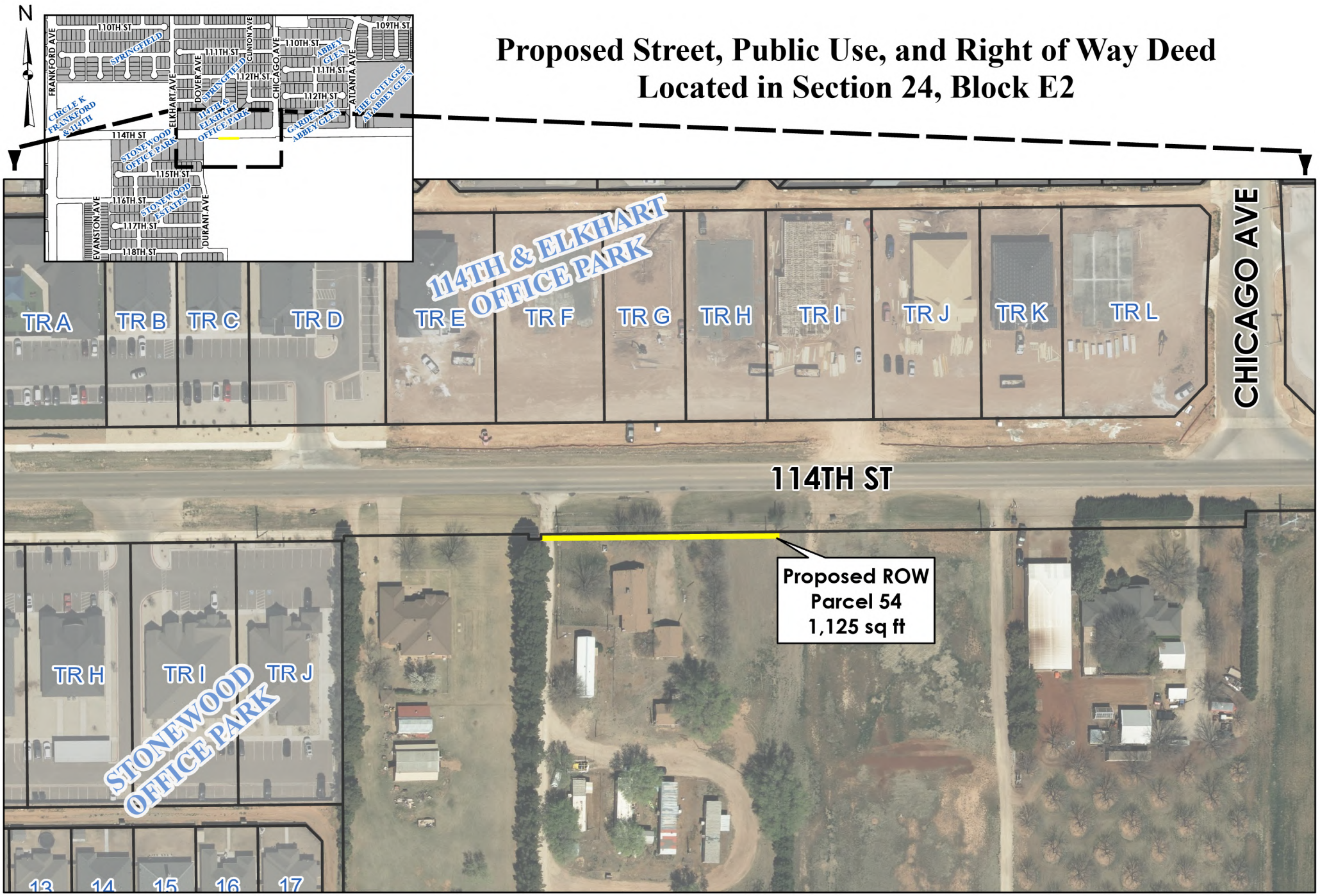
HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances and coordinates are surface, U.S. Survey feet. Combined Scale Factor: 1.0002485

Copyright 2024, Hugo Reed and Associates, Inc.

M:\2023\114th Street_Frankford to Slide\ROW Acquisition\Parcel 54- MOSHER, DUANE\Drawings\Survey_114_FS_Parcel 54 rev 2.dwg Plotted: Tuesday, September 24, 2024 4:03:46 PM

Proposed Street, Public Use, and Right of Way Deed
Located in Section 24, Block E2



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

City of Lubbock
Capital Project
Project Cost Detail
April 22, 2025

Capital Project Number:	92820
Capital Project Name:	114th Street: Frankford Ave to Slide Road - 22B

Encumbered/Expended	**Budget**
Contract 17632 with KHA for Design Services	1,242,700
Staff Time	20,521
ROW Acquisition, Parcel 52	9,148
Agenda Item April 22, 2025	
ROW Acquisition, Parcel 54	7,325
Encumbered/Expended To Date	1,279,694
Estimated Cost for Remaining Appropriation	
114th Street: Frankford to Slide - 22B Construction	14,720,306
Remaining Appropriation	14,720,306
Total Appropriation	$ 16,000,000

CIP 92820 114th Street from Frankford Avenue to Slide Road - 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

This roadway is designated on the 2018 Master Thoroughfare Plan to become a (5-lane) minor arterial. Improvements will also be made to the pedestrian elements as well as the street lighting and the drainage.

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:
Growth and Development
Public Safety
Community Improvement

Project History

- FY 2023-24 $2,200,000 was appropriated by Ord. 2023-O0108
- FY 2024-25 $13,800,000 was appropriated by Ord. 2024-O0128

Project Dates

Design Start Date: 10/2023
Design Completion: 10/2024
Bid for Constuction:10/2024
Award Construction: 12/2024
Project Completion: 06/2026

Project Location

114th St - Frankford Ave to Slide Rd

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	$2,200,000	$0	$0	$0	$0	$0	$0
Construction	$0	$13,800,000	$0	$0	$0	$0	$0
TOTAL	**$2,200,000**	**$13,800,000**	**$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	$2,200,000	$13,800,000	$0	$0	$0	$0	$0
TOTAL	**$2,200,000**	**$13,800,000**	**$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# 13383
Regular City Council Meeting 6. 10.
04/22/2025:

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 real property located in Section 8, Block E of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 15), on the southwest corner of 82nd Street and Avenue F, 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. Retail Ready Foods Inc. is dedicating right-of-way on 82nd St. to the City of Lubbock.

The proponents will dedicate 1,533 square feet of land for street right-of-way purposes, for $15,400, as compensation for the improvements located within the proposed acquisition area, plus closing costs.

Fiscal Impact

The cost of the land acquisition is $15,400, 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 - Parcel 15
Original Deed executed - Parcel 15
Map - Parcel 15
CIP 92825 - Budget Detail
CIP 92825 - 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 15), 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

Ccdocs://Res. Street and ROW Deed – Sec 8 Block E GC & SF Parcel 15
4.3.25

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. 15
707 82nd Street, Lubbock, Texas 79404
EIGHTY SECOND ACS L 1 & BLK E SEC 8 AB 492 TR A2 ACS:.3882, 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 **RETAIL READY FOODS, INC., A TEXAS CORPORATION**, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to **the corporation** 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 1st day of April, 2025

GRANTOR:
RETAIL READY FOODS, INC., A TEXAS CORPORATION

X Bryan G Radney
BY: Bryan G. Radney, President/Secretary

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 1st day of April, 2025 by Bryan G. Radney, President/Secretary of **RETAIL READY FOODS, INC., A TEXAS CORPORATION**, on behalf of said corporation. The acknowledging person personally appeared by:

☑ physically appearing before me.

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

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 10/19/25

NOTARY PUBLIC STATE OF TEXAS
Taylor Thompson
My Commission Expires
10/19/2025
Notary ID
133399874

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

EXHIBIT "A"

DESCRIPTION – PARCEL 15 - ROW

Field notes describing a 1,463 square feet right-of-way (Tract 1) out of a called 0.20 acre tract located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas

BEING a 1,463 square feet tract of land (Tract 1) out a called 0.20 acre tract of land described in a Special Warranty Deed to Retail Ready Foods, Inc., recorded as County Clerk File Number 2017009525 of the Official Public Records of 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: 7,253,568.60', E: 950,242.97') found for the northwest corner of this tract and being the same as the northwest corner of said called 0.20 acre tract and the northeast corner of a called 0.333 acre tract of land described in a Warranty Deed with Vendor's Lien to Julia Gonzales and Gilbert S. Gonzales, recorded in County Clerk File Number 2016001962, of the Official Public Records of Lubbock County, Texas, on the south line of a Lubbock County Right-of-Way Easement for 82nd Street, described in Volume 500, Page 641, of the Official Public Records of Lubbock County, Texas, from which a Rail Road Spike (N: 7,253,537.48', E: 952,252.99') found for the northeast corner of said Section 8 bears North 01°44'33" East, 30.00 feet and South 88°15'27" East, 2,010.03 feet, and a 1/2 inch iron rod with cap stamped "HUGO REED & ASSOC." found for the northwest corner of said called 0.333 acre tract bears North 88°15'27" West, 99.98 feet;

THENCE South 88°15'27" East, along the common north line of said called 0.20 acre tract and south line of said 82nd Street, a distance of **60.76 feet** to a Point for the northeast corner of this tract and being the same as the northeast corner of said called 0.20 acre tract, on the west line of the plat limits of the 82nd Acres Addition to the City of Lubbock as shown in Volume 1612, Page 793, of the Official Public Records of Lubbock County, Texas;

THENCE South 01°40'39" West, along the common east line of said called 0.20 acre tract and west line of said 82nd Acres Addition, a distance of **25.94 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,540.83', E: 950,302.94') set for the southeast corner of this tract on said common line, from which a 1/2 inch iron rod found the southeast corner of said called 0.20 acre tract and southwest corner of Lot 1 of said 82nd Acres Addition, bears South 01°40'39" West, at a distance of 10.06 feet pass a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" found for the northwest corner of said Lot 1 and continuing for a total distance of 119.04 feet to said found 1/2 inch iron rod;

THENCE North 84°44'16" West, a distance of **60.89 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for the southwest corner of this tract, on the common west line of said called 0.20 acre tract and east line of said 0.333 acre tract, from which a 1/2 inch iron rod with cap stamped "HUGO REED & ASSOC." found for the southwest corner of said called 0.20 acre tract and southeast corner of said called 0.333 acre tract bears South 01°42'55" West, 122.80 feet;

THENCE North 01°42'55" East, along said common line, a distance of **22.20 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 1,463 square feet of land.

EXHIBIT "A"

Field notes describing a 70 square feet right-of-way (Tract 2) out of Lot 1 of the 82nd Acres Addition to the City of Lubbock, located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 70 square feet tract of land (Tract 2) out of Lot 1 of the 82nd Acres Addition to the City of Lubbock as shown in Volume 1612, Page 793, of the Official Public Records of 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 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,525.88', E: 950,356.83') set for the northwest corner of this tract on the common north line of said Lot 1 and south line of 82nd Street as shown on said 82nd Acres Addition, from which a Rail Road Spike (N: 7,253,537.48', E: 952,252.99') found for the northeast corner of said Section 8 bears North 01°44'33" East, 69.24 feet and South 88°15'27" East, 1,894.93 feet and a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" found for the northwest corner of said Lot 1 bears, North 84°50'31" West, 54.40 feet;

THENCE South 84°50'31" East, along said common line, a distance of **0.88 feet** to a Point for a corner of this tract and being the same as the most northern northeast corner of said Lot 1;

THENCE Along the northeast line of said Lot 1, along a **Curve** to the right with a **Radius of 15.00 feet, Arc Length of 22.66 feet, Delta Angle of 86°31'10"**, and **Chord Bearing and Distance of South 41°34'56" East, 20.56 feet** to a Point for a corner of this tract and being the same as the most eastern northeast corner of said Lot 1;

THENCE South 01°40'39" West, along the common east line of said Lot 1 and west line of Avenue F as shown on said 82nd Acres Addition, a distance of **0.88 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,509.54', E: 950,371.33') set for a corner of this tract, from which a 5/8 inch square tube found for the southeast corner of said Lot 1 bears South 01°40'39" West, 109.91 feet;

THENCE North 41°34'56" West, a distance of **21.85 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 70 square feet of land.

EXHIBIT "A"

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

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

Revised: December 16, 2024.

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



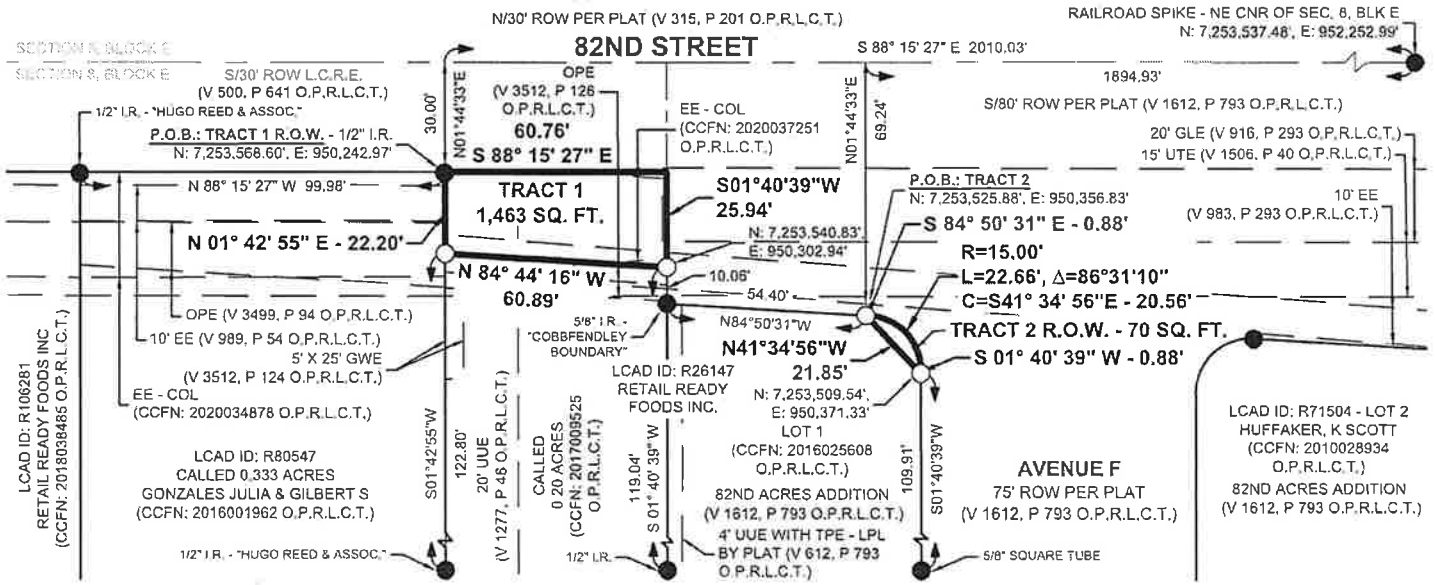
Jeffrey L. Fansler 2024.12-20

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

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

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"



LEGEND

P.O.B. = POINT OF BEGINNING
I.R. = IRON ROD
OPE = OVERHEAD POWER LINE EASEMENT
EE = ELECTRICAL EASEMENT
GLE = GAS LINE EASEMENT
GWE = GUY WIRE EASEMENT
UUE = UNDERGROUND UTILITY EASEMENT
UTE = UNDERGROUND TELECOMMUNICATIONS EASEMENT
UEE = UNDERGROUND ELECTRICAL EASEMENT
TPE = TRANSFORMER PAD EASEMENT
ROW = RIGHT-OF-WAY
L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT
COL = CITY OF LUBBOCK
SWBT = SOUTHWESTERN BELL TELEPHONE
LPL = LUBBOCK POWER & LIGHTS
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
R.L.Δ.C = RADIUS, ARC LENGTH, DELTA ANGLE, CHORD
● = MONUMENT FOUND (AS NOTED)
○ = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
= PROPERTY LINE
— — — — = EASEMENT LINE - AS DESCRIBED
= ADJOINING PROPERTY LINE
——— - ——— = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

50 0 25 50

1 inch = 50 ft.
GRAPHIC SCALE
(in feet)

NORTH

NOTES:

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

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

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

4. REVISED: DECEMBER 16, 2024.

Jeffrey L. Fansler 2024-12-20

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

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

DATE: 12/16/2024	SCALE: 1" = 50'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 4 of 4	JOB NUMBER: 2302-019-01
SHEET ID: 2302-019-01-PARCEL 15-ROW_REV2.dwg	

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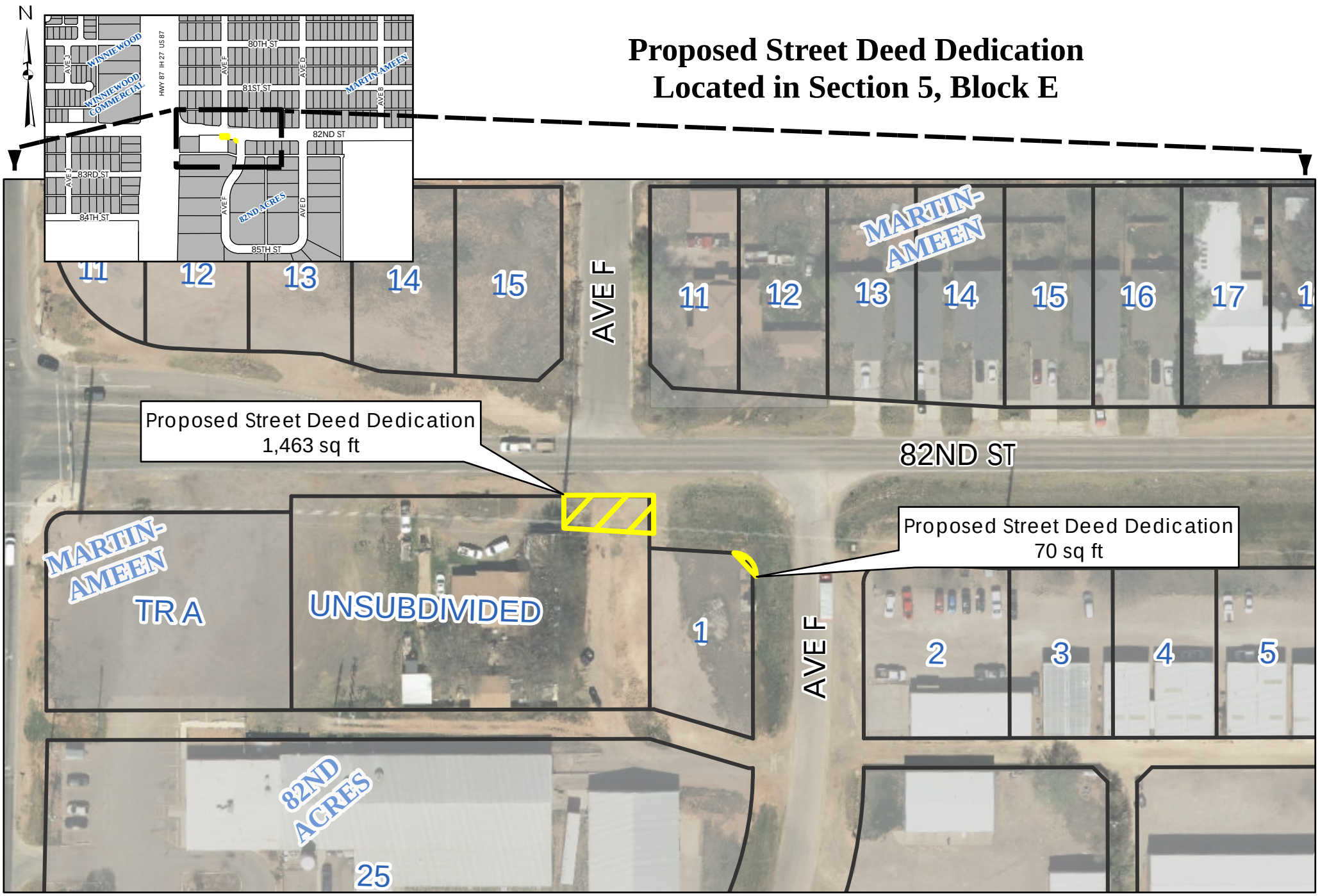
PARCEL 15 - ROW

A 1,463 Sq. Ft. RIGHT-OF-WAY (TRACT 1) OUT OF A CALLED 0.20 ACRE TRACT, AND A 70 Sq. Ft. RIGHT-OF-WAY (TRACT 2) OUT OF LOT 1 OF THE 82ND ACRES ADDITION, LOCATED IN SECTION 8, BLOCK E, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

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

Proposed Street Deed Dedication
Located in Section 5, Block E



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City of Lubbock TEXAS

Digital Orthophotography - March 2024

City of Lubbock, TX
Capital Project
Project Cost Detail
April 8th 2025

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

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 18,53
Amendment 1 to Contract 17088	-
Contract 17088 with LAN for Design Services on 82nd and MLK	3,424,87
Playa Lake 82 Land Purchase	699,95
Parcel 1 Land Purchase	42,00
Parcel 2 Land Purchase	3,879
Parcel 3 Land Purchase	1,464
Parcel 4 Land Purchase	2,000
Parcel 10 Land Purchase	2,80
Parcel 16 Land Purchase	92
Parcel 17 Land Purchase	90
Parcel 19 Land Purchase	50,442
Parcel 20 Land Purchase	31,753
Parcel 21 Land Purchase	19,844
Parcel 22 Land Purchase	54,999
Parcel 23 Land Purchase	36,369
Parcel 24 Land Purchase	112,300
Parcel 25 Land Purchase	36,498
Parcel 26 Land Purchase	41,158
Parcel 27 Land Purchase	21,058
Parcel 28 Land Purchase	81,74
Parcel 29 Land Purchase	297,69
Parcel 30 Land Purchase	130,05
Parcel 32 Land Purchase	236,510
Parcel 33 Land Purchase	100,27
Parcel 34 Land Purchase	60,31
Parcel 35 Land Purchase	35,93
Legal Fees	718
Agenda Items, April 22nd 2025	
Parcel 5 Land Purchase	500
Parcel 13 Land Purchase	59,999
Parcel 15 Land Purchase	15,400
Encumbered/Expended To Date	5,620,90
Estimated Costs for Remaining Appropriation	
Purchase of Land and Roadway Construction	79,09
Remaining Appropriation	79,09
Total Appropriation	$ 5,700,00



CIP 92825 82nd Street and MLK Blvd- 22B

New Roadway Infrastructure

Project Manager: Bailey Rateliffe - 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-land 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-O0169

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# 13287
Regular City Council Meeting 6. 11.
04/22/2025:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute two (2) Street Use Licenses, and related documents, by and between the City of Lubbock and CFC-LSH, LLC, for the purpose of drainage located on Queens Street, west of North Quaker Avenue.

Item Summary

CFC-LSH, LLC is requesting a Street Use License utilizing a 600 square feet portion of Queens Street, for the purpose of drainage. The term of the license is for 20 years, payable every 5 years in advance, and each successive 5-year term not to exceed 20 years, unless either party gives written notice of termination to the other party. There is no fee for the license.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Street Use License East
Street Use License West
Drainage East - Metes and Bounds
Drainage West - Metes and Bounds
Map - Drainage East
Map - Drainage West

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, two (2) Street Use Licenses by and between the City of Lubbock and CFC-LSH, LLC, and related documents. Said Licenses are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

Res. Street Use License – CFC-LSH, LLC
2.24.25

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this 13th day of February, 2025, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **CFC-LSH, LLC,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the **CITY OF LUBBOCK** does hereby grant to the LICENSEE, the right, privilege and License to use a portion of a Queens Street for a drainage easement, and being further described as follows:

A 0.0069-acre tract of land located in the Northeast Quarter of Section 5, Block JS, Lubbock County, Texas, being a portion of Queens Street as dedicated by plat recorded under County Clerk File Number 2024049346, Official Public Records of Lubbock County, Texas;

Said portion of a dedicated street being further described in the attached Exhibit "A".

The term of this License shall be for twenty (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **3200 Southwest Freeway, Suite 1870, Houston, TX 77027**, or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this License shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of TEN DOLLARS AND 00/100 ($10.00) cash in advance either contemporaneously with, or prior to, the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council.

If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the License.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

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

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this License or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a policy of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as the insured, said policy covering the uses herein granted.

General Liability Insurance. Owner shall maintain general liability insurance with a combined single limit of a minimum of $100,000 per occurrence and such insurance shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

Owner shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. Such Certificate of Insurance shall name the City of Lubbock as an additional insured and must include wording which states that the policy shall be primary with respect to any insurance carried by City of Lubbock and be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this license. No interest for real property is conveyed or granted by this License.

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

AGREED TO AND ACCEPTED this _____ day of _____, 2025.

CITY OF LUBBOCK:

_____
MARK W. MCBRAYER, MAYOR

CFC-LSH, LLC:

By: _____

Printed Name: Richard Owen

Title: Authorized Signatory

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, Senior Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Mark W. McBrayer,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Richard Owen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said **CFC-LSH, LLC**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of February, 2025.

Nelcy Martinez
Notary Public in and for the State of Texas
My Commission Expires: 03-16-2027

NELCY MARTINEZ
Notary Public, State of Texas
Comm. Expires 03-16-2027
Notary ID 130154394

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this 13th day of February, 2025, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **CFC-LSH, LLC,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the **CITY OF LUBBOCK** does hereby grant to the LICENSEE, the right, privilege and License to use a portion of a Queens Street for a drainage easement, and being further described as follows:

A 0.0069-acre tract of land located in the Northeast Quarter of Section 5, Block JS, Lubbock County, Texas, being a portion of Queens Street as dedicated by plat recorded under County Clerk File Number 2024049346, Official Public Records of Lubbock County, Texas;

Said portion of a dedicated street being further described in the attached Exhibit "A".

The term of this License shall be for twenty (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **3200 Southwest Freeway, Suite 1870, Houston, TX 77027**, or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this License shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of TEN DOLLARS AND 00/100 ($10.00) cash in advance either contemporaneously with, or prior to, the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council.

If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the License.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

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

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this License or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a policy of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as the insured, said policy covering the uses herein granted.

General Liability Insurance. Owner shall maintain general liability insurance with a combined single limit of a minimum of $100,000 per occurrence and such insurance shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

Owner shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. Such Certificate of Insurance shall name the City of Lubbock as an additional insured and must include wording which states that the policy shall be primary with respect to any insurance carried by City of Lubbock and be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this license. No interest for real property is conveyed or granted by this License.

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

AGREED TO AND ACCEPTED this _____ day of _____, 2025.

CITY OF LUBBOCK:

_____
MARK W. MCBRAYER, MAYOR

CFC-LSH, LLC:

By: _____

Printed Name: Richard Owen

Title: Authorized Signatory

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, Senior Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Mark W. McBrayer,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Richard Owen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said **CFC-LSH, LLC**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of February, 2025.

Nelcy Martinez
Notary Public in and for the State of Texas
My Commission Expires: 3-16-2027

NELCY MARTINEZ
Notary Public, State of Texas
Comm. Expires 03-16-2027
Notary ID 130154394

LAND SURVEYORS
CIVIL ENGINEERS

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

METES AND BOUNDS DESCRIPTION of a 0.0069-acre tract of land located in the Northeast Quarter of Section 5, Block JS, Lubbock County, Texas, being a portion of Queens Street as dedicated by plat recorded under County Clerk File Number 2024049346, Official Public Records of Lubbock County, Texas, said 0.0069-acre tract being further described as follows:

BEGINNING at a point in the North right-of-way line of said Queens Street for the Northeast corner of this tract, which bears S. 01°48'11" W. a distance of 1280.11 feet and N. 88°11'47" W. a distance of 897.45 feet from the Northeast corner of Section 5, Block JS, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas;

THENCE S. 01°48'13" W. a distance of 60.00 feet to a point in South right-of-way line of said Queens Street and the Northern boundary of Tract "A", Amplify Lubbock, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number 2024049346, Official Public Records of Lubbock County, Texas, for the Southeast corner of this tract, from whence a found 1/2" iron rod with cap marked "HUGO REED & ASSOC." bears S. 88°11'47" E. a distance of 12.50 feet;

THENCE N. 88°11'47" W., along the South right-of-way line of said Queens Street and the Northern boundary of said Tract "A", a distance of 5.00 feet to a point for the Southwest corner of this tract;

THENCE N. 01°48'13" E. a distance of 60.00 feet to a point in the North right-of-way line of said Queens Street for the Northwest corner of this tract, from whence a found 1/2" iron rod with cap marked "HUGO REED & ASSOC." bears N. 88°11'47" W. a distance of 450.21 feet;

THENCE S. 88°11'55" E., along the North right-of-way line of said Queens Street, a distance of 5.00 feet to the Point of Beginning.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011). Distances are Surface, U.S. Survey Feet.

Contains: 300 square feet

August 16, 2023
Revised January 13, 2025 to update recording information



Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of a 0.0069-acre tract of land located in the Northeast Quarter of Section 5, Block JS, Lubbock County, Texas, being a portion of Queens Street as dedicated by plat recorded under County Clerk File Number 2024049346, Official Public Records of Lubbock County, Texas, said 0.0069-acre tract being further described as follows:

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THENCE S. 01°48'13" W. a distance of 60.00 feet to a point in South right-of-way line of said Queens Street and the Northern boundary of Tract "A", Amplify Lubbock, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number 2024049346, Official Public Records of Lubbock County, Texas, for the Southeast corner of this tract, from whence a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found bears S. 88°11'47" E. a distance of 450.21 feet;

THENCE N. 88°11'47" W., along the South right-of-way line of said Queens Street and the Northern boundary of said Tract "A", a distance of 5.00 feet to a point for the Southwest corner of this tract;

THENCE N. 01°48'13" E. a distance of 60.00 feet to a point in the North right-of-way line of said Queens Street for the Northwest corner of this tract, from whence a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found bears N. 88°11'47" W. a distance of 12.50 feet;

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Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011). Distances are Surface, U.S. Survey Feet.

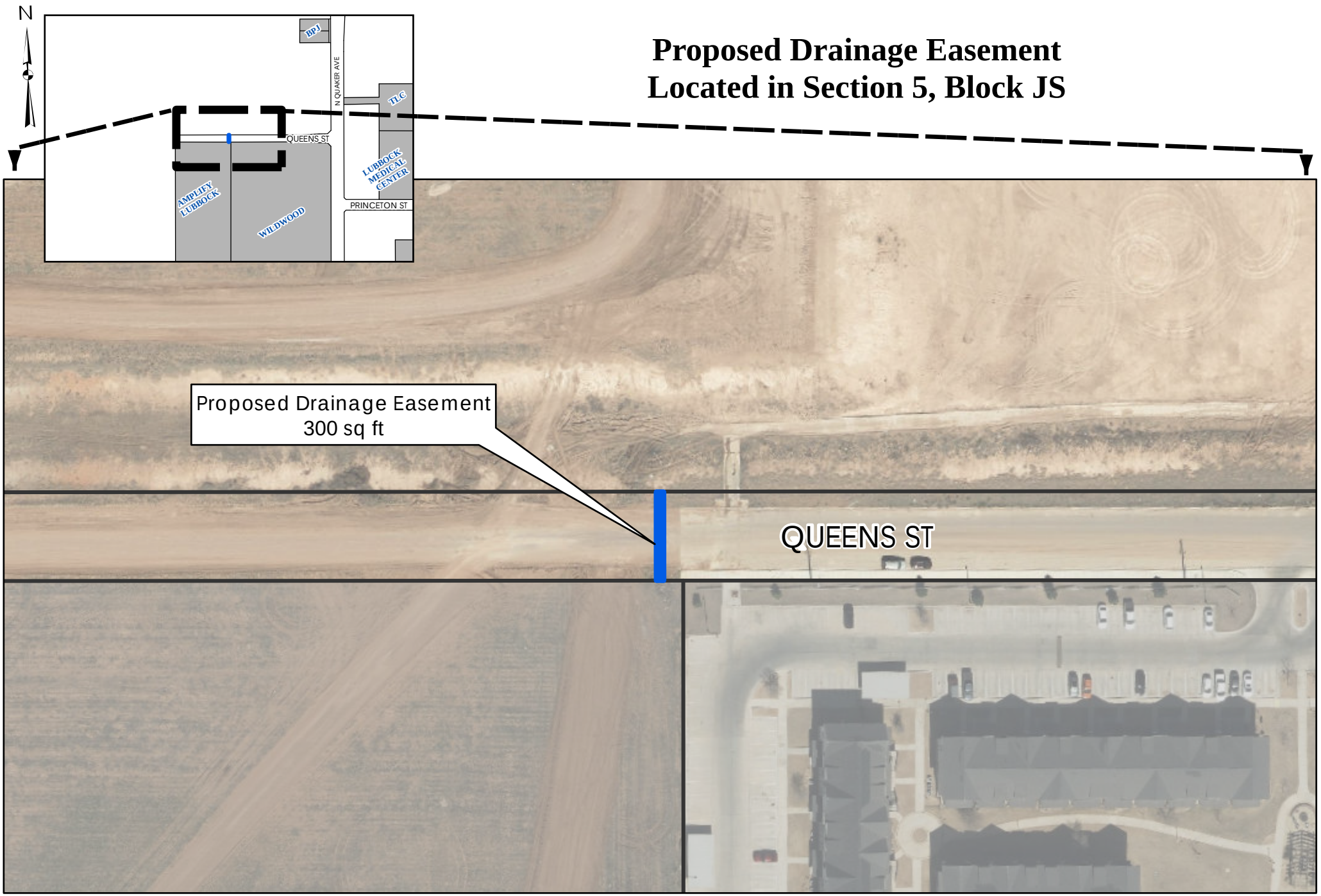
Contains: 300 square feet

August 16, 2023
Revised January 13, 2025 to update recording information



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

Proposed Drainage Easement
Located in Section 5, Block JS



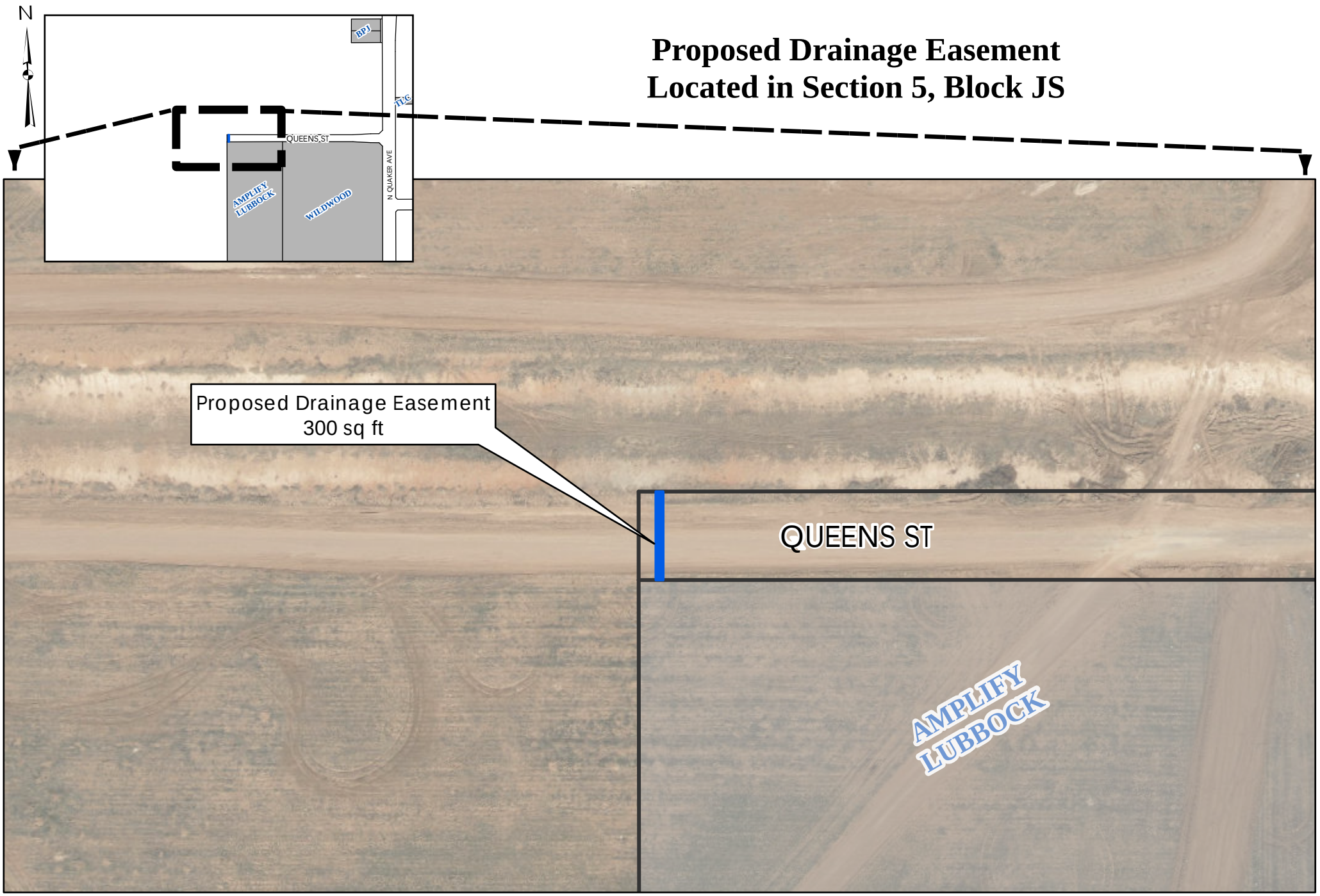
0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

Proposed Drainage Easement
Located in Section 5, Block JS



0 100 200 300 400 500 Feet

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City of Lubbock TEXAS

Digital Orthophotography - March 2024

AI# 13325
Regular City Council Meeting 6. 12.
04/22/2025:

Information

Agenda Item

Ordinance 1st Reading - Engineering: Consider an ordinance adopting a revised City of Lubbock Master Thoroughfare Plan Map.

Item Summary

The Master Thoroughfare Plan (MTP) delineates the existing and proposed major streets including freeways, arterials, and collector level streets. It is a graphical representation of the street system needed to properly maintain the transportation needs of the City. The plan is used to determine right-of-way needs and requirements of new subdivisions.

Periodically, the MTP is revisited by staff and revised to address changing community and traffic needs, expanded city limits, updated extraterritorial jurisdiction (ETJ) limits, and other updates. In recent history, the Thoroughfare Plan was updated and adopted in 1986, 1998, 2007, and 2018.

This proposed update would change the classification of Avenue P from a Collector to a Minor Arterial. The Planning and Zoning Commission reviewed this proposal on April 3, 2025, and recommended approval of the request by a unanimous vote.

Prior to the 2018 MTP adoption, Avenue P from 130th Street to Woodrow Avenue was classified as an arterial. During the 2018 update, this segment was reclassified to a Collector section. In the process of developing the 2018 MTP, traffic along Avenue P was predicted to be at Collector levels, due to the proximity to Highway 87; however, as growth and development have occurred in this area, Avenue P has become a critical road that carries high levels of residential traffic, school traffic, and potentially future commercial traffic.

Improvements to Avenue P from 130th Street to 146th Street were included in the voter-approved 2024 Street Bond Program. Increasing the ultimate build-out of Avenue P from 130th Street/Loop 88 to Woodrow Avenue, from a Collector to a Minor Arterial, will provide a higher level of service to the public.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

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Attachments

Ordinance
Location Exhibit A
Location Exhibit B

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A REVISED MASTER THOROUGHFARE PLAN FOR THE CITY OF LUBBOCK; AUTHORIZING THE MAYOR TO SIGN THE REVISED MAP; REQUIRING THE CITY SECRETARY TO PLACE SUCH AMENDED MAP IN AN ORDINANCE FILE; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, in accordance with Sec. 36.06.034 of the City of Lubbock Code of Ordinances, the revised master thoroughfare plan (MTP), attached as Exhibit "A" and incorporated herein, was made the subject of a public hearing and set before the Planning and Zoning Commission of the City of Lubbock (the "Commission") at its regularly scheduled meeting on April 3, 2025; and

WHEREAS, city staff is recommending a minor change to the MTP in order to reclassify a portion of Avenue P (between 130th Street and Woodrow Avenue) from a collector to an arterial; and

WHEREAS, due to the volume of traffic and current traffic patterns on this area of roadway, the city finds it necessary to plan for and build out this roadway as an arterial for the general health, safety, and welfare of the citizens of the City of Lubbock; and

WHEREAS, the Commission recommends approval of the revised MTP; **NOW THEREFORE**

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

SECTION 1. **THAT** the revised master thoroughfare plan map of the City of Lubbock, attached hereto as Exhibit "A" and incorporated within is hereby adopted and approved.

SECTION 2. **THAT** the Mayor of the City of Lubbock is hereby authorized and directed to sign said revised master thoroughfare plan map of the City of Lubbock, and the City Secretary is hereby authorized and directed to cause said map to be maintained in the Office of the City Secretary in accordance with Sec. 36.06.031 of the Code of Ordinances of the City of Lubbock.

SECTION 3. **THAT** this Ordinance shall be effective upon final passage by the City Council.

SECTION 4. **THAT** should any paragraph, sentence, clause, phrase or work 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.

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

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

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

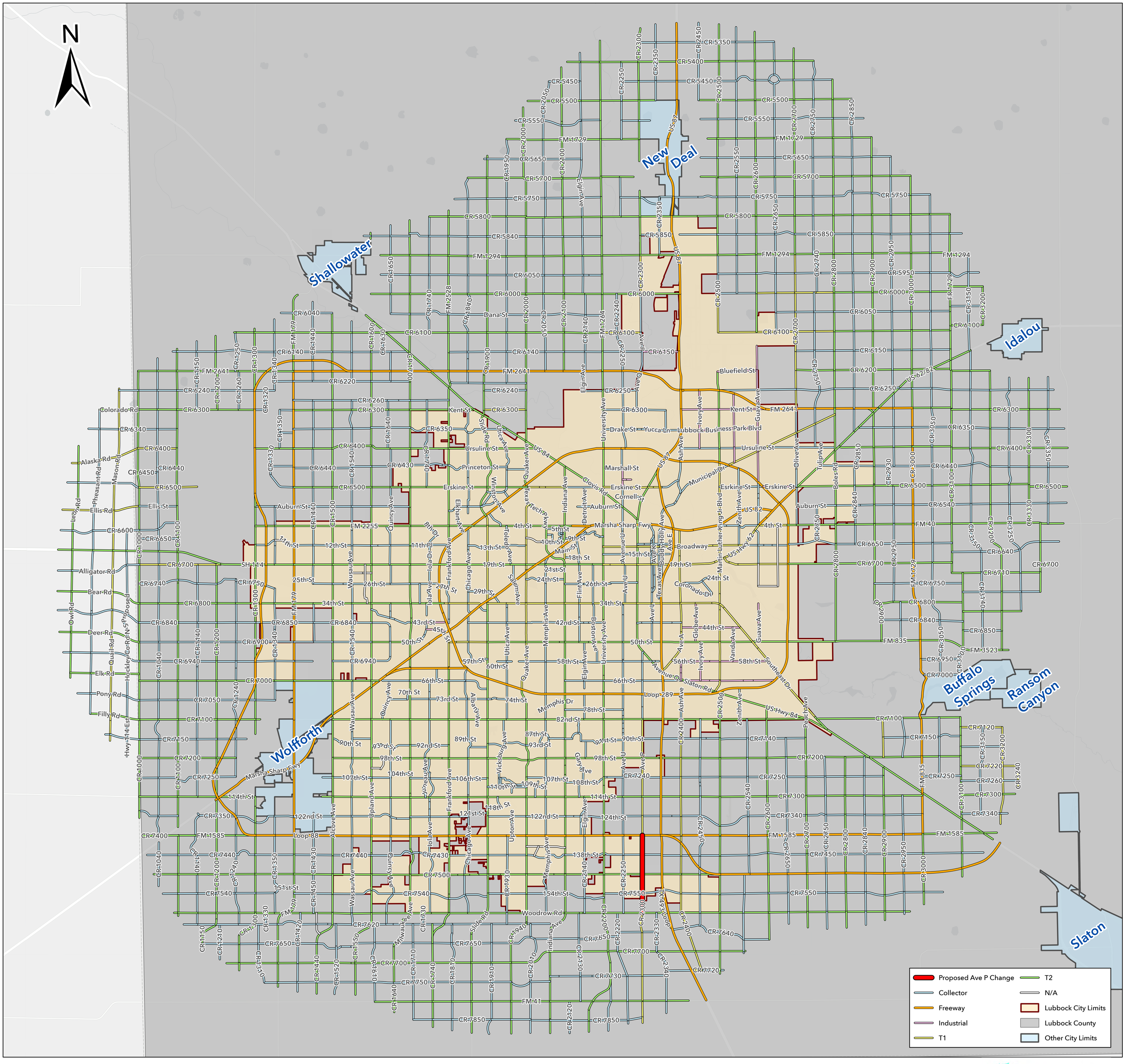
APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ORD.Amend.MTP2025
3.24.25

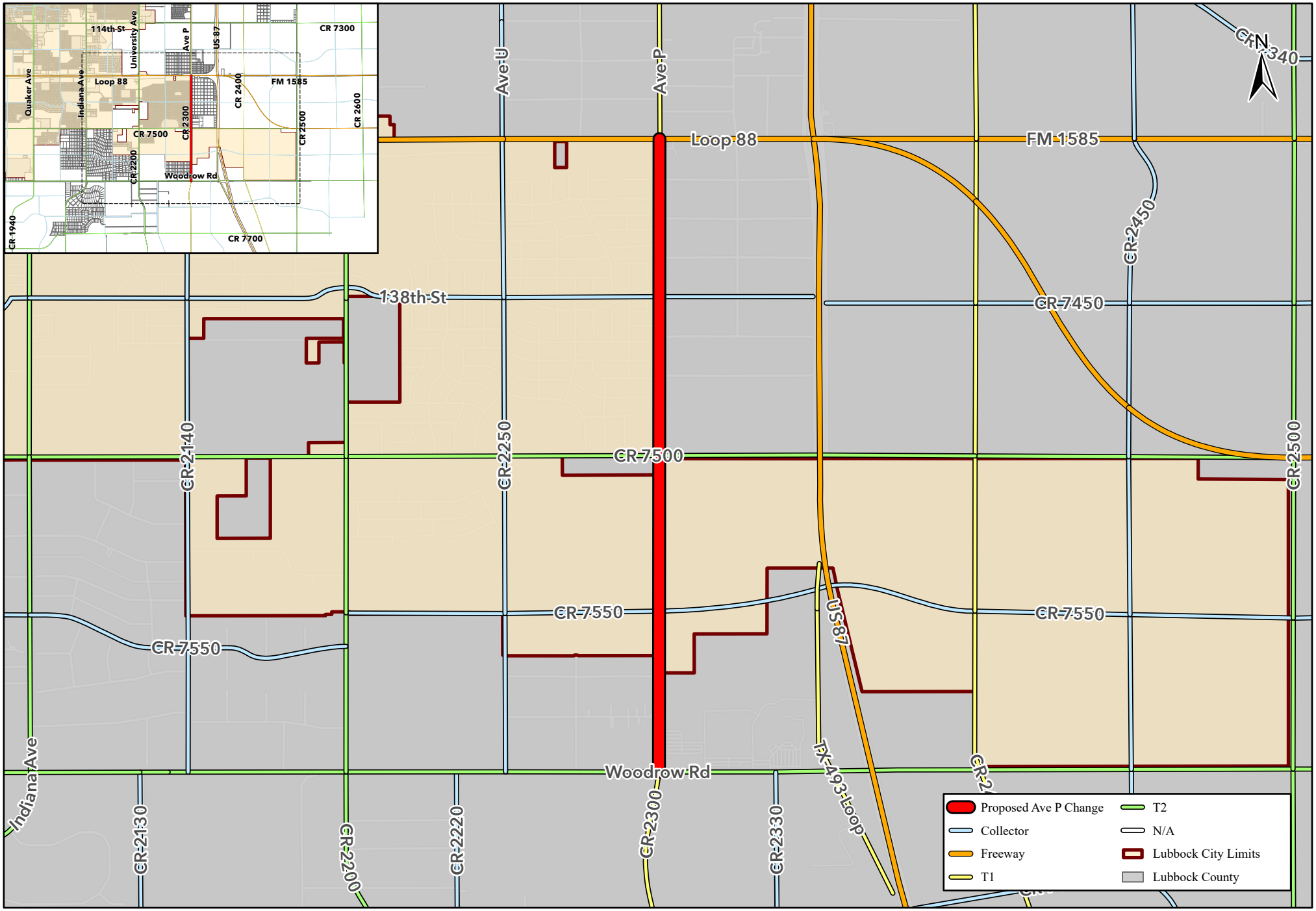


0 1 2 3 4 Miles

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 Change to 2018 Thoroughfare Plan
Avenue P From 130th to Woodrow Road

City of Lubbock TEXAS



0 1,000 2,000 3,000 4,000 US Feet

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

Proposed Change to 2018 Thoroughfare Plan
Avenue P From 130th to Woodrow Road

City of Lubbock TEXAS

AI# 13378
Regular City Council Meeting 6. 13.
04/22/2025:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 3 to Professional Services Agreement Contract 15208, and related documents, with Freese and Nichols, Inc., for services related to the Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvements Project.

Item Summary

The purpose of the Southeast Water Reclamation Plant (SEWRP) Effluent Pump Station #2 Improvements Project is to upgrade mission-critical pumping and electrical components of the effluent pump station, to increase the efficiency and overall reliability of the Wastewater Treatment Plant operation.

On June 23, 2020, the City Council awarded Professional Services Contract 15208 to Freese and Nichols, Inc., to provide preliminary design services for the project.

On January 12, 2021, the City Council approved Amendment No. 1 to this contract to amend the scope of work to include final design, development of contract documentation, and bid phase services, for upgrading the electrical, hydraulic, mechanical, and HVAC systems of the effluent pumping station.

On March 3, 2022, the City Council approved Amendment No. 2 to this contract, for construction phase services, for a total amount not to exceed $373,174, with 700 consecutive calendar days extension to perform the additional services.

Amendment 3 will be a 180-day time-only extension to retain the engineer for construction phase services through the end of the construction process.

Fiscal Impact

This contract amendment is a time-only extension and will have no fiscal impact on Capital Improvement Project.92656 - SEWRP Effluent Pump Station #2 Improvements.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

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Attachments

Resolution
Amendment #3 Contract 15208
Amendment #2 Contract 15208
Amendment #1 Contract 15208
Original Contract
Location Map
CIP 92656 - Budget Detail
CIP 92656 - 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. 3 to the professional services agreement Contract No. 15208 for services related to the Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvement 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

ccdocs/RES.Amend #3 15208 FNI
4.8.25

Amendment 3
To Agreement Between
The City of Lubbock, TX
and
Freese and Nichols, Inc.

THIS IS THE THIRD AMENDMENT TO THE AGREEMENT dated and entered into on the 23rd day of June 2020, Contract No. 15208, by and between the City of Lubbock ("City") and Freese and Nichols, Inc. ("Engineer"), a Texas professional corporation.

Engineer is providing professional services related to the Southeast Water Reclamation Plant Effluent Pump Station No. 2 Improvements ("Activities").

The City and Engineer entered into Amendment 1 on January 12, 2021, on March 22, 2022 entered into Amendment No. 2, and on September 15, 2024 the Parties entered a six (6) month extension for time only.

The Parties now agree to Amendment No. 3 to give Engineer additional time to complete construction phase services.

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

The City and Engineer agree to extend the term of the Agreement for six (6) additional months.

All other portions of the original Agreement and prior amendments shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____2025.

CITY OF LUBBOCK

_____
MARK W. MCBRAYER, Mayor

Freese and Nichols, Inc.

Nicholas Lester
Nicholas Lester, P.E., Vice President/Principal

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, Senior Assistant City Attorney

Resolution No. 2022-R0130
Item No. 7.14
March 22, 2022

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to the Professional Services Agreement Contract No. 15208 for services related to the Southeast Water Reclamation Plant Effluent Pump Station No. 2 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 March 22, 2022.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend #2 to PSA 15208
2.21.22

Resolution No. 2022-R0130

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

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT, Contract No. 15208, dated and entered into the 23rd day of June 2020 by and between the City of Lubbock ("City") and Freese and Nichols, Inc. ("Engineer"), a Texas Professional Corporation, collectively ("Parties"), for providing engineering services related to the Southeast Water Reclamation Plant Effluent Pump Station #2 Improvements ("Project").

WITNESSETH:

WHEREAS, on January 12, 2021 the Parties entered into Amendment No. 1 through the passage of Resolution No. 2021-R0007 for engineering design services related to the Project. That amendment granted an additional term of 360 days and additional compensation in the amount of three hundred fifty thousand two hundred ninety-seven dollars and 00/100 ($350,297.00).

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to further enlarge the scope of services to be performed by the Engineer.

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

The Engineer shall perform construction phase services for the Project, such services being fully described and set forth in "Exhibit A", attached hereto and incorporated herein. The Engineer shall have an additional 700 days to complete the additional services herein and shall be compensated for the services at an amount not to exceed three hundred seventy-three thousand one hundred seventy-four dollars and 00/100 ($373,174.00).

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this 22nd day of March 2022.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

FREESE AND NICHOLS, INC.

By: Nicholas Lester

Nicholas Lester, P.E., Vice President/Principal

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

EXHIBIT A
AMENDMENT No. 2
SCOPE OF SERVICES FOR:
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
GENERAL AND RESIDENT REPRESENTATION

GENERAL:

Due to upgrades to the wastewater treatment process and changes in pumping operations at the Effluent Pump Station #2 (The "Project"), the City of Lubbock will be issuing a request for qualifications to construct upgrades to the Pump Station including new pumps, valves, piping and variable frequency drives to increase the pump station efficiency and reduce energy costs. In addition to adding VFDs, other mechanical, structural, electrical and HVAC improvements identified in the Construction Documents required to bring the Pump Station up to current codes and meet the pumping capacity requirements will be included in the final design.

A. The Project's primary objectives of this Amendment will consist of the following:
   1. General Representation for Construction of Effluent PS No.2 Improvements
   2. Resident Project Representation (RPR) for Construction of Effluent PS No.2 Improvements

B. The following are not part of the Project:
   1. Assessment, modification, general representation, or resident project representation for facilities at the SEWRP other than the Effluent Pump Station No.2.

BASIC SERVICES: The Basic Services include the construction phase services and resident representation services during construction, startup services, and commissioning. ENGINEER shall render the following professional services in connection with the development of the Project:

A. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be

responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist Owner in conducting a:
    a. pre-construction meeting (Resident Project Representative, PM and Sr Electrical Engineer to attend in person, other team members virtual)...

    ...with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Progress Meetings and Site Visits - General Representative to:
    a. host construction progress meetings bi-monthly for the first eighteen months of the construction period (entirely virtual, while the equipment to be installed is being procured by the construction contractor).
    b. make one site visit per month (by the PM and Senior Electrical Engineer) for the final three months of the construction period (once equipment is being installed) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents.

In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.

6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project.
8. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
11. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.
12. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the

Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.

13. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Five (5) half-sized sets and Two (2) full-sized sets of prints of "Record Drawings" shall be provided by FNI to Owner.

SPECIAL SERVICES: FNI shall render the following special services in connection with The Project:
There are no special services associated with this Amendment.

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

- 700 calendar days from the Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. In the event FNI asserts that it is entitled to additional time, it shall provide notice to the OWNER as soon as reasonably practicable after the event allegedly causing such delay shall occur ("Delay Event"), but in no event to exceed five (5) business days after the occurrence of the Delay Event. FNI shall use and exercise all diligence to promptly remove or remediate such Delay Event. In the event notice of the Delay Event shall not be provided as prescribed herein, FNI shall not be entitled to relief from schedule as provided in this AGREEMENT. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, except any delays occasioned by subcontracts or sub consultants of FNI, and governmental approvals. These delays may result in an adjustment to compensation.

EXHBIT A, PART 2, ADDITIONAL SERVICES
AMENDMENT No. 2
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
GENERAL AND RESIDENT REPRESENTATION

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described General Service, Basic Services, and Special Services, are, except as may otherwise provided to be performed by FNI, described as follows:

A. Field layouts or the furnishing of construction line and grade surveys.

B. Providing renderings, model, and mock-ups requested by the Owner.

C. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.

D. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.

E. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.

F. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

G. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

H. Preparing Operation and Maintenance Manuals or conducting operator training.

I. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

J. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims

disputes with Contractor(s).

K. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.

L. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT. This provision shall not apply to any expense related to a legal action to which FNI is a party.

M. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

N. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.

O. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

P. Services required to resolve bid protests or to rebid the projects for any reason other than fault of any type or degree of FNI.

Q. Visits to the site in excess of the number of trips included in the General Services, Basic Services, or Special Services for periodic site visits, coordination meetings, or contract completion activities.

R. Any service required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete work within the contract time.

S. Providing services after the completion of the construction phase not specifically listed in Article I.

T. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form, except as noted in the scope of services.

U. Providing value engineering studies or reviews of cost savings proposed by others.

V. Prepurchase or preselection or any alternate contract structure or number of contracts other than stipulated in Exhibit A – Basic Services.

W. Provide any services after the satisfactory conclusion and completion of the General Services, Basic Services, and Special Services of the Project.

X. Provide follow-up professional services during Contractors warranty period.

EXHBIT A, PART 3, RESPONSIBILITIES OF THE OWNER
AMENDMENT No. 2
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
GENERAL AND RESIDENT REPRESENTATION

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 AGREEEMENT.

H. Attend the pre-bid conference, bid opening, preconstruction conference, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

I. 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.

J. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit "A," Part 2, if deemed necessary by Owner.

K. Bear all costs incident to compliance with the requirements of this Exhibit "A", Part 3.

L. Provide the following services, unless provided specifically otherwise in this Agreement:

   a. Pay all permits fees and mitigation cost.
   b. Provide advertisement for bids in local publications as required.

EXHIBIT B, PART 1– BUDGET
AMENDMENT No.2
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
GENERAL AND RESIDENT REPRESENTATION

CITY and ENGINEER have established a not-to-exceed budget of $373,174 to complete all services under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

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

The budget assumes that all work will be completed within 700 calendar days from the Notice to Proceed.

Budget - General and Resident Representation
Detailed Breakdown

Phase	Description		Fee	
7	GENERAL REP (21 months)		$	169,643
8	RESIDENT REP (21 months)		$	203,531
		Total	$	373,174

EXHIBIT B, PART 2, HOURLY RATE SCHEDULE COMPENSATION
AMENDMENT No.2
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
GENERAL AND RESIDENT REPRESENTATION

COMPENSATION ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Three Hundred Seventy Three Thousand One Hundred Seventy Four Dollars ($373,174).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate
Principal / Group Manager	342
Professional 6	335
Professional 5	270
Professional 4	232
Professional 3	194
Professional 2	170
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	220
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

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

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

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. 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 multipler 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.

EXHBIT C, PROJECT REPRESENTATION

AMENDMENT No.2
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
GENERAL AND RESIDENT REPRESENTATION

A. The ENGINEER will provide the following construction phase staff for construction of Effluent Pump Station #2 as follows:

Resident Project Rep/Inspector	77 Weeks @ 4hrs/wk; 13 Weeks @ 40hrs/wk
Document Control Specialist (not at site)	77 Weeks @ 0.5 hr/wk; 13 Weeks @ 1 hr/wk

General Project Representation shall be performed by members of the project design team. An estimate of hours for General Representation is included in the Detailed Cost Breakdown.

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

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

C. Duties and Responsibilities of Resident Project Representative:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract

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

b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to ENGINEER whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

5. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
6. Request for Revisions: Consider and evaluate CONTRACTOR's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to ENGINEER. Transmit to CONTRACTOR in writing decisions as issued by ENGINEER.
7. Records:
   a. Maintain orderly electronic copies of files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract

Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to CONTRACTOR and other Project related documents.

8. Reports:
    a. Furnish to ENGINEER periodic reports as required of progress of the work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
    b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
    c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to ENGINEER Written Amendments, Change Orders, Work Change Directives, and Field Orders.
    d. Report immediately to ENGINEER and Owner the occurrence of any accident.
9. Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
10. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to Owner prior to final payment for the Work.
11. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

b. Observe whether CONTRACTOR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including those to be performed by public agencies having jurisdiction over the Work.

c. Conduct a final inspection in the company of ENGINEER, Owner and CONTRACTOR and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

D. Duties and Responsibilities of General Project Representative in addition to Basic Services:

1. Shop Drawings and Samples:

a. Receive Samples which are furnished at the Site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.

b. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

E. Limitations of Authority of Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER's authority as set forth in Agreement or the Contract Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractor, Suppliers, or CONTRACTOR's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or CONTRACTOR.

6. Shall not accept shop drawing or sample submittals from anyone other than the CONTRACTOR.

7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by ENGINEER.

Resolution No. 2021-R0007
Item No. 7.11
January 12, 2021

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Agreement Contract No. 15208 dated June 23, 2020, for services related to Southeast Water Reclamation Plant Effluent Pump Station #2, 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 January 12, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend #1 Agrmt 15208 – SEWRP #2
12.28.20

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

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT, Contract No. 15208, dated and entered into the 23rd day of June 2020 by and between the City of Lubbock ("City") and Freese and Nichols, Inc. ("Engineer"), a Texas Professional Corporation, for providing engineering services related to the Southeast Water Reclamation Plant Effluent Pump Station #2 Improvements ("Project").

WITNESSETH:

WHEREAS, the City desires to increase the scope of the work to be performed by Engineer on the Project for additional engineering design services. The details of work to be performed and associated additional fees are described in Exhibits A, and B, Parts 1-2, attached to and incorporated herein. The additional services shall be provided for an amount not exceed three hundred fifty thousand two hundred ninety-seven dollars and 00/100 ($350,297.00). The term of the Agreement shall be extended an additional 360 calendar days for the performance of the additional services.

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

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this 12th day of January 2021.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Josh Kristinek, P.E., Assistant City Engineer/Capital Projects and Design

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

FREESE AND NICHOLS, INC.

By: _____
Nicholas Lester, P.E., Vice President/Principal

EXHIBIT A
AMENDMENT No. 1
SCOPE OF SERVICES FOR:
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
FINAL DESIGN ENGINEERING SERVICES

General:

Due to upgrades to the wastewater treatment process and changes in pumping operations at the Effluent Pump Station #2 (The "Project"), the City of Lubbock would like to upgrade the Pump Station to be equipped with new pumps, valves, piping and variable frequency drives to increase the pump station efficiency and reduce energy costs. In addition to adding VFDs, other mechanical, structural, electrical and HVAC improvements identified in the Condition Assessment required to bring the Pump Station up to current codes and meet the pumping capacity requirements will be included in the final design.

A. The Project's primary objectives will consist of the following:
    1. Final Design (Production of Construction Documents) - Develop construction plans and specifications for the advertisement and procurement of construction services for improvements (Electrical, Mechanical, Structural, Site, and Hydraulic) for the SEWRP Effluent Pump Station No 2 as recommended in the Condition Assessment Memo. The Construction Documents will be structured based on the Competitive Sealed Proposal (CSP) method of Contractor selection.
    2. Construction Bid and Award Services.
B. The following are not part of the Project:
    1. Assessment of or modifications to existing facilities at the SEWRP other than the Effluent Pump Station No.2.
    2. General Representation is not included in the scope.
    3. Resident Project Representation (RPR) is not included in the scope.

Basic Services: The Basic Services include the project administration, preparation of final design as set forth herein, construction documents, and construction bid and award services. ENGINEER shall render the following professional services in connection with the development of the Project:

A. GENERAL SCOPE OF SERVICE TASKS: ENGINEER will provide the following as part of the preliminary and final design phase of The Project:

1. Provide administration and management of The Project Final Design. Review ongoing activities. Monitor schedule and budget. Review progress with OWNER on a regular basis. Discuss issues with the OWNER as they are noted. Attend nine (9) monthly coordination meetings with the OWNER. Prepare and distribute minutes of the meetings. Three (3) meetings provided for in this Agreement shall occur at the offices of the OWNER, or other location determined by the OWNER, and six (6) meetings shall be video conference.
2. Assist the OWNER with a public information program, including the preparation of exhibits and associated descriptive material. A total of one meeting in Lubbock are included.
3. Provide monthly update reports which include the following:
    - •Status of the work
    - •Major tasks to be completed in the next month
    - •Discussion of major issues
    - •Scope changes to project scope or Engineer's scope
    - •Project budget update (if major changes since the last update)
    - •Project schedule update (if major changes since the last update)
    - •Status of deliverables

B. FINAL DESIGN (PRODUCTION OF CONSTRUCTION DOCUMENTS): FNI shall provide professional services in this phase as follows:

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. Prepare plans, specifications, contract documents, designs, and layouts of improvements (Site, Mechanical/Hydraulic, Structural, and Electrical and Instrumentation) to be constructed for the SEWRP Effluent Pump Station No 2 Improvements as recommended in the Condition Assessment Memo.

(1) Recommended improvements from the Condition Assessment Memo to be included in the final design include the following:

(a) Sitework

- Install new asphalt pavement to the south and east of the existing EPS No.2 for increases accessibility for maintenance, as requested by City staff.
- Miscellaneous structural demolition and repair including demolition of the southernmost bridge crane columns and repair to the spalling at the pipe supports and pump base.

(b) Mechanical and Hydraulic - Pump Station Piping, Valves, and Equipment

- Replace existing EP-4001 and EP-4002 with new 250 HP pumps with 480V motors.
- Install new EP-4003 with 400 HP 480V motor.
- Replace existing EP-4004 with new 400 HP pump with 480V motor.
- Existing EP-4006 pump and motor to remain.
- Replace all piping and valves from the five pump discharge flanges to the discharge headers 90-degree bend before it goes below grade (includes air valves, coupling adapters, check valves, butterfly valves, and pipe supports)
- Replace existing HVAC equipment with two 25-ton packaged DX units and install new pads for exterior equipment.

(c) Structural

- Miscellaneous cosmetic concrete repair at pump bases and columns
- Demolition of bridge crane guide rails
- Design of roof support for HVAC system if needed
- Demolition of wall in the electrical building

(d) Electrical and Instrumentation Equipment

- Replace existing pump starters (Reduced Voltage Autotransformers) for EP-4001,
- EP-4002, EP-4003, and EP-4004 with 480V VFDs
- Replace existing pump starters (VFDs) for EP-4006 and NP-4001 with new 480V VFDs
- Replace existing switchboard with 480V 4000A switchboard
- Replace 480-208Y/120V Transformer
- Replace Primary Unit Substations
- Replace Cable and Conduit
- Replace existing SCADA PLC (RTU) cabinet
- Install Electric Motor Operators on three existing butterfly valves in the yard piping, as requested by City staff

3. Advise OWNER of need for and recommend scope of additional subsurface investigations, special analysis, and the retention of special consultants. The cost of any additional special services shall be paid by OWNER and are not included in the services performed by ENGINEER unless they are included pursuant to Exhibit A –Special Services.

4. Prepare Project applications for permits including but not limited to building code permitting (if any). ENGINEER will provide supporting documents to the construction contractor(s) for their application of NPDES/TPDES Permitting. Any permitting effort required because of new regulations that become effective after the signing of this contract will be considered additional services.

5. Submit plans, specifications, and contract documents for the Project to the TCEQ.

6. Furnish necessary information to utility companies whose facilities may be affected, or services may be required for the Project. Provide site civil design of the pump station site to support the electric utilities site requirements, including site grading, roads, and fencing improvements as necessary.

7. Level 2 (60%) Review: Furnish OWNER six (6) copies of preliminary (60%) plans and specifications marked "Preliminary" for approval by OWNER. ENGINEER will meet with the OWNER to present the preliminary plans and specifications. After OWNER'S review, ENGINEER will meet with OWNER to receive comments. Level 2 review documents will include dimensional layout drawings, plans, sections and elevations of the facilities for all the trades, typical details, and most special details. The drawings will be in sufficient development to show the overall layouts and design intent but will lack many notes and minor details. The specifications will include the front-end documents and draft specifications for major equipment items.

8. Level 3 (90%) Review: Furnish OWNER six (6) copies of preliminary (90%) plans, specifications, and bid proposals marked "Preliminary" for approval by OWNER. ENGINEER will meet with the OWNER to present the preliminary plans and specifications. After OWNER'S review, ENGINEER will meet with OWNER to receive comments. Upon final approval by OWNER, ENGINEER will complete the plans and specifications and provide OWNER ten (10) sets of copies of "Final" plans and specifications. Level 3 Review documents will include all drawing sheets and specifications with some minor corrections and notes remaining.

9. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed for the Project.

C. <u>CONSTRUCTION BID & AWARD SERVICES:</u> Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:

1. Assist OWNER in securing bids, issuing notice to bidders and notifying selected plan rooms. The notice to bidders will be furnished to OWNER for publication in the local news media. The cost for publications shall be paid by OWNER.
2. Distribute plans to bidders using the web-based CivCast utilized by Freese and Nichols for bidding projects. Cost for any bidder's requests for hard copies of bid documents will be paid for by bidder. Keep a record of prospective bidders and plan rooms and other parties to whom the bidding documents have been distributed. Advertise for bids on FNI's website, and keep the website updated with addenda information, plan holder lists, and bidding information.
3. Attend one (1) pre-bid conference.
4. Issue Addenda as appropriate to clarify, correct, or change the bidding documents.
5. Assist OWNER in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of contract as appropriate.
6. Assist OWNER in the preparation of documents for execution of the construction contract. FNI will conform the contract documents, make four (4) original copies for execution. FNI will also make ten (10) conformed copies of the plans and specifications for use by the Contractor and OWNER and Engineer. The ten (10) copies will include five (5) full size copies, five (5) half size copies, and electronic PDF copy.
7. The Bid and Award phase will be considered complete upon execution of the construction contracts and distribution of the conformed copies of the plans and specifications.

Special Services: FNI shall render the following special services in connection with The Project:

A. HYDRAULIC MODELING: FNI will provide hydraulic modeling services as follows:

1. Develop System Curves for Existing and 20-year Average Day & Maximum Day Demand Conditions: FNI will utilize the existing system and 20-year scenarios for average day and maximum day demand conditions to prepare system curves for the SEWRP Effluent PS No 2.
2. Prepare Technical Memorandum on System Curve Development: FNI will prepare a brief technical memorandum summarizing the assumptions used in calculating the maximum flow rate and system curves.
3. Utilize the Hydraulic Model to generate HGL exhibits for the Project

EXHBIT A, PART 2, ADDITIONAL SERVICES
AMENDMENT No. 1
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
ENGINEERING DESIGN SERVICES

Various ADDITIONAL SERVICES incidental to the PROJECT, but not within the scope of the BASIC ENGINEERING SERVICES, which may be performed or arranged for separately by the Owner, or may be added to the Engineer's responsibilities by mutual agreement and written authorization include, but are not necessarily limited to, the following:

(1) Survey and SUE of the pump station site.

(2) Geotechnical Investigation of the pump station site.

(3) Assessment of or modifications to existing facilities at the SEWRP other than the Effluent Pump Station No.2.

(4) Topographic survey and sub-surface utility engineering (SUE) of areas outside of the Effluent Pump Station No 2 site.

(5) Environmental evaluation and permitting;

(6) Provide land acquisition services, including appraisals and attend condemnation hearings;

(7) Furnish construction plans and specifications in excess of those specified;

(8) Perform temporary flow monitoring required to evaluate flows;

(9) Provide additional borings which may be occasioned by the depth to rock being deeper than anticipated or because of changes in geological conditions which necessitate additional evaluation to properly define the stratigraphic conditions;

(10) Provide borings through rock strata;

(11) Preparation of a Pre-Construction Notification or an Individual Section 404 permit application for submittal to the U.S. Army Corps of Engineers (USACE);

(12) Preparation of a Jurisdictional Determination (JD) Report or a request for a USACE JD;

(13) Presence/absence surveys for federally listed threatened/endangered species;

(14) Conducting cultural resources studies or surveys;

(15) Phase I/II Environmental Site Assessments;

(16) Preparation of a Storm Water Pollution Prevention Plan (SWPPP);

(17) Assist the City in procurement of state or federal funding;

(18) Provide any other services otherwise excluded in this AGREEMENT but customarily furnished in accordance with generally accepted engineering practices;

(19) In-person monthly progress meetings;

(20) General and/or Resident Representation during construction; and

(21) Design of new diesel back-up generator system for Effluent Pump Station No. 2.

EXHBIT A, PART 3, RESPONSIBILITIES OF THE OWNER

AMENDMENT No. 1
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 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 AGREEEMENT.

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.

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.

EXHIBIT B, PART 1– BUDGET
AMENDMENT No.1
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
FINAL DESIGN ENGINEERING SERVICES

CITY and ENGINEER have established a not-to-exceed budget of $350,297 to complete all services under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

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

The budget assumes that all work will be completed within 360 calendar days from the Notice to Proceed.

EXHIBIT B, PART 2, HOURLY RATE SCHEDULE COMPENSATION
AMENDMENT No.1
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
FINAL DESIGN ENGINEERING SERVICES
LUBBOCK RATE SCHEDULE
COMPENSATION

Compensation to FNI for Services in Attachment SC shall be the lump sum of Three Hundred Fifty Thousand Two Hundred Ninety-Seven Dollars ($350,297).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

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

Rates for In-House Services

Technology Charge

$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

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

OTHER DIRECT EXPENSES:

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

Rates to be adjusted no more than 5% annually

LUB19

Resolution No. 2020-R0194

Item No. 7.7

June 23, 2020

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 Contract No. 15208 for Southeast Water Reclamation Plant Effluent Pump Station #2 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 June 23, 2020.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSC-No. 15208 – Southeast Water Reclamation Plant Effluent Pump Station #2 Improvements
May 22, 2020

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 15208 is entered into this 23rd day of June, 2020, 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 Effluent Pump Station #2 Improvements, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 540 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", Parts 1-3, 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 $139,119, as set forth in Exhibit "B", Parts 1-3.

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", Parts 1-3, 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 day's notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Freese and Nichols, Inc.

Nicholas Lester, P.E.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Telephone: 817-735-7393
Facsimile: 817-735-7491

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

Josh Kristinek, P.E.
City of Lubbock
P.0. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: 806-775-3397

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", Parts 1-3 through "B", Parts 1-3 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. SB 252. SB 252 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 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; 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.

Q. 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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Josh Kristinek, P.E., Assistant City Engineer – Capital Projects and Design

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Freese and Nichols, Inc.

By: _____
Nicholas Lester, P.E
Vice President/Principal

EXHIBIT A
SCOPE OF SERVICES FOR:
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
ENGINEERING DESIGN SERVICES

General:

Due to upgrades to the wastewater treatment process and changes in pumping operations at the Effluent Pump Station #2 (The "Project"), the City of Lubbock would like to upgrade the Pump Station to be equipped with new pumps, valves, piping and variable frequency drives to increase the pump station efficiency and reduce energy costs. In addition to adding VFDs, a condition assessment will need to be conducted to determine the other mechanical, structural, electrical and HVAC improvements required to bring the Pump Station up to current codes and meet the pumping capacity requirements.

A. The Project's primary objectives will consist of the following:
    1. Condition Assessment & Memo - Evaluate existing electrical, hydraulic, mechanical, structural and HVAC systems to identify if they can support the facility's capacity and code requirements. Condition assessment will include a hydraulic analysis to aid in efficient pump selection in the design phase. A memo will summarize results of the Condition Assessment and provide conceptual design solutions and Opinion of Probable Construction Cost (OPCC) to improve the facility.

B. The following are not part of the Project:
    1. Assessment of or modifications to existing facilities at the SEWRP other than the Effluent Pump Station No.2.
    2. Geotechnical Investigation is not included in the scope.
    3. Survey and SUE is not included in the scope.
    4. General Representation is not included in the scope.
    5. Resident Project Representation (RPR) is not included in the scope.
    6. Final design of recommended improvements and production of construction documents.
    7. Bid phase services.

Basic Services: The Basic Services include the project administration, condition assessment, preliminary design report, preparation of final design as set forth herein, construction documents, and construction bid and award services. ENGINEER shall render the following professional services in connection with the development of the Project:

A. Kick-Off Meeting and Project Management General Scope: ENGINEER will provide the following as part of the preliminary and final design phase of The Project:

1. Attend a kick-off meeting to clarify the City's requirements for the Project, review pertinent data, review Project staffing and organization, and present the initial work plan and schedule. Prepare and distribute minutes of the meetings. All in-person meetings provided for in this Agreement shall occur at the offices of the OWNER, or other location determined by the OWNER.
2. Provide administration and management of The Project. Review ongoing activities. Monitor schedule and budget. Review progress with OWNER on a regular basis. Discuss issues with the OWNER as they are noted.
3. Provide monthly update reports which include the following:
    - Status of the work
    - Major tasks to be completed in the next month
    - Discussion of major issues
    - Scope changes to project scope or Engineer's scope
    - Project budget update (if major changes since the last update)
    - Project schedule update (if major changes since the last update)
    - Status of deliverables

2. Summary of In-Person Meetings for Kick-Off Meeting and Project Management General Scope Phase (1 in total):
    a. Kick-off meeting with PM, APM and Electrical Design Lead.

B. CONDITION ASSESSMENT & MEMO: ENGINEER will provide the following as part of the condition assessment & preliminary design phase:

1. Assess the facility's existing electrical, hydraulic, mechanical, and HVAC systems to identify if they can support the facility's capacity and code requirements. Condition assessment will include a hydraulic analysis to aid in efficient pump selection in the design phase. The results of the condition assessment will be summarized in a Memo.

The memo will also include preliminary pump selection, general operating requirements of the pump station, and preliminary electrical equipment selection.

2. Evaluate alternatives and recommend design for electrical improvements, including use of the existing electrical room and construction of a separate electrical building on-site.

3. Evaluate alternatives and recommend designs for the project facilities, including major equipment selections, piping and valve improvement, HVAC improvement, site and grading modifications, preliminary electrical layout and one-line diagrams, P&ID's, and equipment tagging schedules, and generator sizing analysis. Generator sizing analysis will assess whether the existing generator will be able to operate two of the proposed pumps and VFDs in an emergency scenario.

4. Reconnaissance-level opinions of probable construction cost for the recommended facilities.

5. Prepare and submit electronic copies of a draft condition assessment memo for review by the OWNER. The memo will include design criteria, codes and standards, evaluation of alternatives, layouts, equipment selections, and cost estimates as described above. The report will also include the project phasing, schedule, permitting requirements, and zoning requirements (if any).

6. Attend a meeting to receive comments from the OWNER on the condition assessment memo. Prepare and distribute minutes of the meeting. Make modifications to the report to address the OWNER's comments and submit 3 copies of the final version of the memo.

7. Summary of In-Person Meetings for Condition Assessment Phase (2 in total):

   (a) Site Visit Condition Assessment with Senior Advisor, PM, APM Electrical Design Lead, and HVAC Design Lead.

   (b) Memo comment review meeting

C. <u>STRUCTURAL CONDITION ASSESSMENT & MEMO CONTRIBUTION:</u> ENGINEER will provide the following as part of the condition assessment & preliminary design phase:

8. Assess the facility's existing structural condition to identify if it can support the facility's capacity and code requirements. Condition assessment will include assessment of the wet well and building structure to aid in improvement recommendations to include in the design phase. The results of the condition assessment will be summarized in the same Memo as the rest of the condition assessment findings.

9. Evaluate alternatives and recommend design for structural improvements.

10. Reconnaissance-level opinions of probable construction cost for the recommended structural improvements.

11. Summary of In-Person Meetings for Structural Condition Assessment Phase (1 in total):

    (a) Site Visit Condition Assessment with senior structural engineer.

Special Services: There are no special services in connection with The Project.

EXHBIT A, PART 2, ADDITIONAL SERVICES
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
ENGINEERING DESIGN SERVICES

Various ADDITIONAL SERVICES incidental to the PROJECT, but not within the scope of the BASIC ENGINEERING SERVICES, which may be performed or arranged for separately by the Owner, or may be added to the Engineer's responsibilities by mutual agreement and written authorization include, but are not necessarily limited to, the following:

(1) Survey and SUE of the pump station site.

(2) Geotechnical Investigation of the pump station site.

(3) Assessment of or modifications to existing facilities at the SEWRP other than the Effluent Pump Station No.2.

(4) Topographic survey and sub-surface utility engineering (SUE) of areas outside of the Effluent Pump Station No 2 site.

(5) Environmental evaluation and permitting;

(6) Provide land acquisition services, including appraisals and attend condemnation hearings;

(7) Furnish construction plans and specifications in excess of those specified;

(8) Perform temporary flow monitoring required to evaluate flows;

(9) Provide additional borings which may be occasioned by the depth to rock being deeper than anticipated or because of changes in geological conditions which necessitate additional evaluation to properly define the stratigraphic conditions;

(10) Provide borings through rock strata;

(11) Preparation of a Pre-Construction Notification or an Individual Section 404 permit application for submittal to the U.S. Army Corps of Engineers (USACE);

(12) Preparation of a Jurisdictional Determination (JD) Report or a request for a USACE JD;

(13) Presence/absence surveys for federally listed threatened/endangered species;

(14) Conducting cultural resources studies or surveys;

(15) Phase I/II Environmental Site Assessments;

(16) Preparation of a Storm Water Pollution Prevention Plan (SWPPP);

(17) Assist the City in procurement of state or federal funding;

(18) Provide any other services otherwise excluded in this AGREEMENT but customarily furnished in accordance with generally accepted engineering practices;

(19) In-person monthly progress meetings;

(20) General and/or Resident Representation during construction; and

(21) Design of new diesel back-up generator system for Effluent Pump Station No. 2.

(22) Final design of recommended improvements and production of contract documents.

(23) Bid phase services.

EXHBIT A, PART 3, RESPONSIBILITIES OF THE OWNER

SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 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 AGREEEMENT.

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.

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.

EXHIBIT B, PART 1 – BUDGET

SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS ENGINEERING DESIGN SERVICES

CITY and ENGINEER have established a not-to-exceed budget of $139,119 to complete all services under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

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

The budget assumes that all work will be completed within 540 calendar days from the Notice to Proceed.

City of Lubbock
SEWRP Effluent Pump Station No. 2 Improvements

Scope - Engineering Design Services
Detailed Cost Breakdown

Exhibit B, Part 2

Phase	Description	Fee	
1	Kick-Off Meeting & Project Management	$	13,943
2	Condition Assessment & Preliminary Design	$	110,190
3	Structural Condition Assessment & Preliminary Design	$	14,986
	Total	$	139,119

EXHIBIT B, PART3, HOURLY RATE SCHEDULE COMPENSATION
SOUTHEAST WATER RECLAMATION PLANT (SEWRP) EFFLUENT PUMP STATION #2 IMPROVEMENTS
ENGINEERING DESIGN SERVICES

LUBBOCK RATE SCHEDULE

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Eighty Two Thousand Nine Hundred Eighty Nine Dollars ($139,119).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

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

Rates for In-House Services

Technology Charge

$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

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

OTHER DIRECT EXPENSES:

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

Rates to be adjusted no more than 5% annually

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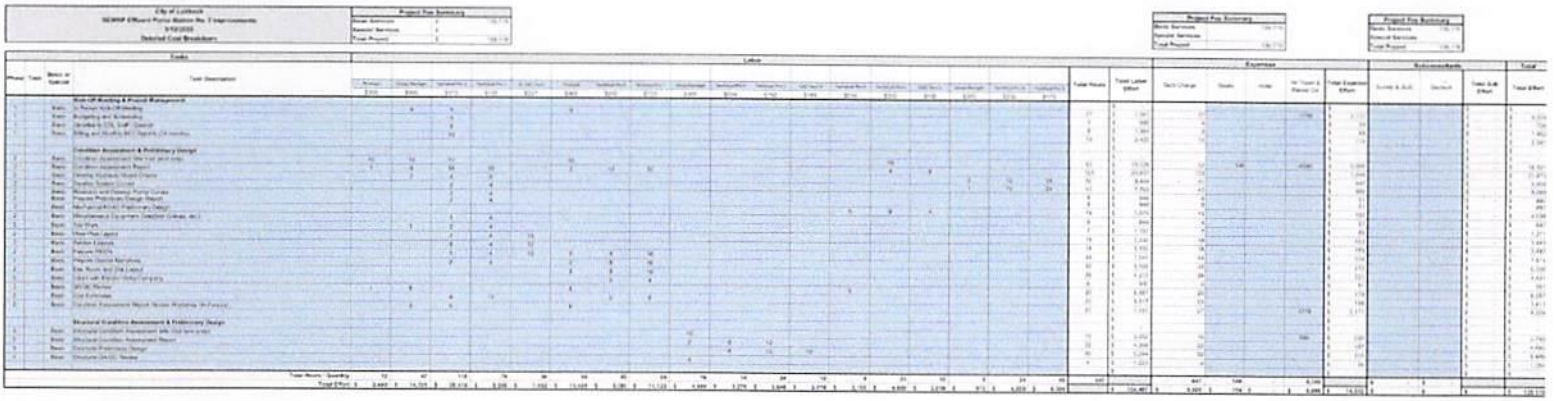




As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Southeast Water Reclamation Plant Effluent Pump Station #2 Improvements Project

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

City of Lubbock TEXAS

City of Lubbock
Capital Project
Project Cost Detail
April 22, 2025

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

		Budget
Encumbered/Expended		
Design Contract 15208 w FNI	$	139,119
Amendment 1 Contract 15282 with FNI for final design	$	350,297
COL Staff Time	$	27,142
Project Advertisment	$	346
Construction Contract 16274 with ACME	$	6,791,000
Amendment 2 Contract 15282 with FNI	$	373,174
Change Order 1 with ACME Electric	$	19,320
Change Order 2 with ACME Electric	$	703,903
Agenda Item April 22 2025		
Amendment No. 3 to Contract No. 15208	$	-
Encumbered/Expended To Date	$	8,404,301
Estimated Cost for Remaining Appropriation		
SEWRP Effluent Pump Station #2 Construction	$	261,798
Remaining Appropriation	$	261,798
Total Appropriation To Date	$	8,666,099



CIP 92656 SEWRP Effluent Pump Station #2 Improvements

Infrastructure Improvements

Project Manager: Greg Baier - Wastewater Treatment

Project Scope

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

Project Justification

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

Project Highlights

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

Project History

- FY 2019-20 $250,000 was appropriated by Ord. 2019-O0129
- FY 2020-21 $250,000 was appropriated by Ord. 2020-O0123
- FY 2021-22 $6,000,000 was appropriated by Ord. 2021-O0126
- FY 2021-22 $1,166,099 was appropriated by BCR# 2022-8
- FY 2022-23 $300,000 was appropriated by Ord. 2022-O0136
- FY 2024-25 $700,000 was appropriated by Ord. 2024-O0128

Project Dates

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

Project Location

Southeast Water Reclamation Plant

Back to Table of Contents

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	$500,000	$0	$0	$0	$0	$0	$0
Construction	$7,466,099	$700,000	$0	$0	$0	$0	$0
TOTAL	**$7,966,099**	**$700,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Water/Wastewater Fund Cash	$1,716,099	$700,000	$0	$0	$0	$0	$0
Water/Wastewater Fund Revenue Bonds	$6,250,000	$0	$0	$0	$0	$0	$0
TOTAL	**$7,966,099**	**$700,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

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

AI# 13358
Regular City Council Meeting 6. 14.
04/22/2025:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Development Agreement Contract 18779, with Betenbough Homes, LLC, Starlight Development, LLC, and WTLG Hidden Oaks, LLC, for the construction of a portion of the Southwest Lubbock Sanitary Sewer Expansion Project.

Item Summary

The purpose of this project is to extend the existing South Lubbock Sanitary Sewer Interceptor further south and west, in order to serve the citizens of Lubbock, with gravity sanitary sewer service. Several developers are willing to participate in the construction of this line, in order to serve current and future development in this area. These developers include Betenbough Homes, LLC, Starlight Development, LLC, and WTLG Hidden Oaks, LLC.

The contractor bid for this project is in the amount of $2,404,621. A portion of this project is eligible for Developer Upsizing funds in accordance with City of Lubbock Ordinance 22.05.008. The amount to be paid by Developer Upsizing funds is $413,175. The remaining amount of the project is expected to be $1,991,446. The City's contribution in the development agreement is up to 30%, with a not-to-exceed amount of $597,433.78.

Fiscal Impact

Contract 18779 in the amount of $1,010,608.78 is funded in Capital Improvements Project 92880, Sewer Line Upsizing for Development, and Capital Improvement Project 92801, Southwest Lubbock Sanitary Sewer Expansion.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Development Agreement

Location Exhibit
CIP 92801, 92880 - Budget Detail
CIP 92801 - Project Detail
CIP 92880 - 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, the Development Agreement Contract No. 18779 for a sanitary sewer expansion, by and between the City of Lubbock and WTLG Hidden Oaks, LLC, Starlight Development, LLC, and Betenbough Homes, LLC 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

ccdocs/RES.development agreement – 18779 sewer expansion
4.16.25

STATE OF TEXAS §
COUNTY OF LUBBOCK §

DEVELOPMENT AGREEMENT
FOR CONSTRUCTION OF
A SANITARY SEWER EXPANSION

This Development Agreement ("Agreement") Contract No. 18779 is entered into this ___ day of _____, 2025 by and between the City of Lubbock, Texas, a Texas home rule municipal corporation (the "City"), and WTLG Hidden Oaks, LLC, Starlight Development, LLC, and Betenbough Homes, LLC (collectively the "Developers").

WHEREAS, Developers owner certain real property in South Lubbock; and

WHEREAS, Developers shall construct an expansion to the existing South Lubbock Sanitary Sewer Interceptor (the "Project"); and

WHEREAS, pursuant to the City of Lubbock Code of Ordinances Sec. 22.05.008, the City is requiring upsizing of the line to a greater capacity than necessitated by Developers' ongoing development of their properties, in order to meet future infrastructure needs for the area; and

WHEREAS, the City shall contribute for the upsizing as a portion of Capital Improvements Project No. 92880, and then for the remainder of the project shall contribute for an amount not to exceed thirty percent (30%) of the cost of the infrastructure in compliance with the Texas Local Government Code Sec. 212.702(b)(1); and

WHEREAS, the portion of sanitary sewer expansion that is the subject to this agreement, details thereof, and the associated opinion of probable cost (the "Contract Price") of the Project are set forth in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the City and Developers participation amounts shall be in the amount set forth in Exhibit "A".

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the City and Developers hereby agree as follows:

SECTION 1 Developers Activities

1.01 Developers shall proceed in a diligent manner to completion of the Project in accordance with all applicable federal and state laws, City of Lubbock Code of Ordinances, and City of Lubbock policies. Completion of such improvements

shall occur within two hundred seventy (270) calendar days after execution of this agreement. Completion of the Project shall not be deemed to have occurred unless and until the City shall have accepted such improvements as being in compliance with the terms of this Agreement and federal, state, and local laws.

1.02 Developers shall comply with applicable laws related to private performance of public improvements, including without limitation, Subchapter C of Chapter 212 of the Local Government Code.

SECTION 2 City Participation

2.01 The City shall pay for the oversizing of the sewer expansion in an amount not to exceed four hundred thirteen thousand one hundred seventy-five and 00/100 Dollars ($413,175.00).

2.02 Further, the City shall, subject to the terms hereof, participate in the Project in an amount not to exceed, five hundred ninety-seven thousand four hundred thirty-three and 78/100 Dollars ($597,433.78), based on the actual bid prices of the Project. It is expressly hereby represented and warranted by Developers to City that the total Contract Price [less upsizing costs as stated in Sec. 2.01 above] for the Project is estimated to be one million nine hundred ninety-one thousand four hundred forty-six and 00/100 Dollars ($1,991,446.00).

2.03 The City shall pay to Developers the actual bid price amount for both upsizing and the City's participation in this Project, as limited herein in an amount not to exceed one million ten thousand six hundred eight and 78/100 Dollars ($1,010,608.78) upon completion of the Project and inspection and acceptance thereof by the City. It is expressly stipulated that the City shall owe no funds to Developers unless and until the Project is completed in accordance with all state laws, City of Lubbock Code of Ordinance provisions, and City of Lubbock policies.

2.04 Under no circumstance or event shall the participation of the City exceed thirty percent (30%) of the non-oversized portion of the Project as contemplated by subchapter C of Chapter 212 of the Texas Local Government Code. In the event such participation, as computed and limited herein by the "not to exceed" sum provided in Section 2.02, above, shall so exceed thirty percent (30%) of the Contract Price, the City shall only be obligated to pay the lesser of thirty percent (30%) of the Contract Price, or the "not to exceed" sum provided in Section 2.02, above. In the case that the Project costs exceed the Contract Price attached, the Developers shall be solely responsible for any and all excess costs.

SECTION 3 Performance Bond

3.01 Developers shall execute a Performance Bond for the construction of the Project to ensure completion of the Project. The bond must be executed by a corporate

surety in accordance with Chapter 2253 of the Texas Government Code. The bond shall be submitted to the City Engineer of the City of Lubbock on or before beginning any work on the Project. In the event such performance bond is not so submitted, this Agreement shall be null and void and of no force and effect.

SECTION 4 Additional Safeguards

4.01 All of Developers' books and other records related to the Developers' construction of the Project shall be available for inspection by the City upon request. Developers shall furnish actual contract documentation to the City that depicts the actual costs of the Project prior to request for payment from the City.

SECTION 5 Term

5.01 The term of this Agreement shall begin on the date of execution of this Agreement by City and end upon the complete performance of all obligations by each party to this Agreement, but shall be no longer than two hundred seventy (270) days.

SECTION 6 Indemnity

6.01 Developers agree to defend, indemnify, and hold City, its officers, agents, employees, and elected officials, harmless from and against any and all claims, lawsuits, liabilities, judgments, costs and expenses for any harm for which recovery of damages is sought that may arise out of, be occasioned by or related to Developers' breach of any of the terms or provisions of this Agreement.

SECTION 7 Events of Default / Remedies

7.01 A default shall exist if any party fails to perform or observe any material covenant or obligation contained in this Agreement, or if any material representation and/or warranty provided for herein is not true or correct. The non-defaulting party shall notify the defaulting party in writing upon becoming aware of any event that constitutes a default. Such notice shall specify the nature of the default and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.

7.02 If a default shall occur and be continuing, after ten (10) days written notice to cure such default, the non-defaulting party may pursue any and all remedies it may be entitled to at law, contract, equity, or otherwise, including without limitation, termination of this Agreement. It is agreed that failure to declare this Agreement terminated upon the default of Developers for any of the reasons set forth above shall not be construed as a waiver of any of the City's rights hereunder or otherwise bar or preclude City from declaring this Agreement terminated as a result of any subsequent violation of any of the terms or conditions of this Agreement. All of such remedies are expressly cumulative and the exercise of

one or more remedies shall not preclude the simultaneous or subsequent exercise of different or additional remedies.

SECTION 8 Miscellaneous

8.01 This Agreement is performable in Lubbock County, Texas, and venue for any action arising out of this Agreement shall be exclusively in Lubbock County, Texas. This Agreement shall governed by and construed in accordance with the laws of the State of Texas.

8.02 Any notice required by this Agreement shall be deemed to be properly served, if:

(i) Provided in person, email, or by telephonic facsimile; or
(ii) Deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, (4) days after depositing such notice in the United States mail, as set forth above.

For City:

Attn: City Manager
City of Lubbock
P. O. Box 2000
Lubbock, Texas 79457
Facsimile No. 806-775-2051
jatkinson@mylubbock.us

with copy to:
Attn: John Turpin
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile No. 806-775-3074
mkeenum@mylubbock.us

For Developers:

Attn: Jack F. Strong, III
WTLG Hidden Oaks, LLC
8213 Alcove Avenue
Lubbock, TX 79424
Phone: 806-548-2070

treystrong@hotmail.com
Attn: Thomas Payne
Starlight Development, LLC
P.O. Box 64664
Lubbock, TX 79464
Phone: 806-543-0667
tpayn3@gmail.com

Attn: Randy Wilson
Betenbough Homes, LLC
6307 82nd Street
Lubbock, TX 79424
Phone: 806-445-2501
randyw@betenbough.com

8.03 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except as may otherwise be provided herein, such invalidity, illegality or unenforceability shall not in any way affect any other provision hereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

8.04 City and Developers each bind themselves and their successors and assigns to the other parties of this Agreement. Developers represent and warrant to City that it (i) possesses the requisite power and authority to execute, deliver and perform this Agreement; (ii) has taken all actions and formalities necessary to authorize Developers to execute, deliver and perform this Agreement; and (iii) the party executing for and on behalf the Developers have been duly authorized to act in such behalf.

8.05 City and Developers herein recognize that the continuation of any agreement at the close of any given fiscal year of the City of Lubbock, Texas, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City, providing for or covering such agreement item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council.

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

8.07 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.

8.08 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.

8.09 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.

8.10 Texas Government Code 2274. By entering into this Agreement, Developers verify that: (1) they do 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 Developers are a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Developers verify 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.

8.11 Developers represent and warrant that: (1) they do 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 Developers are a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Developers verify that, pursuant to Texas Government Code Chapter 2274, they do 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.

8.12 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Developers agree that the contract can be terminated if Developers knowingly or intentionally fail to comply with a requirement of that subchapter.

8.13 To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Developers agree 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.

CITY OF LUBBOCK:

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

FOR

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

WTLG HIDDEN OAKS, LLC:

Jack F. Strong, III, Manager

STARLIGHT DEVELOPMENT, LLC:

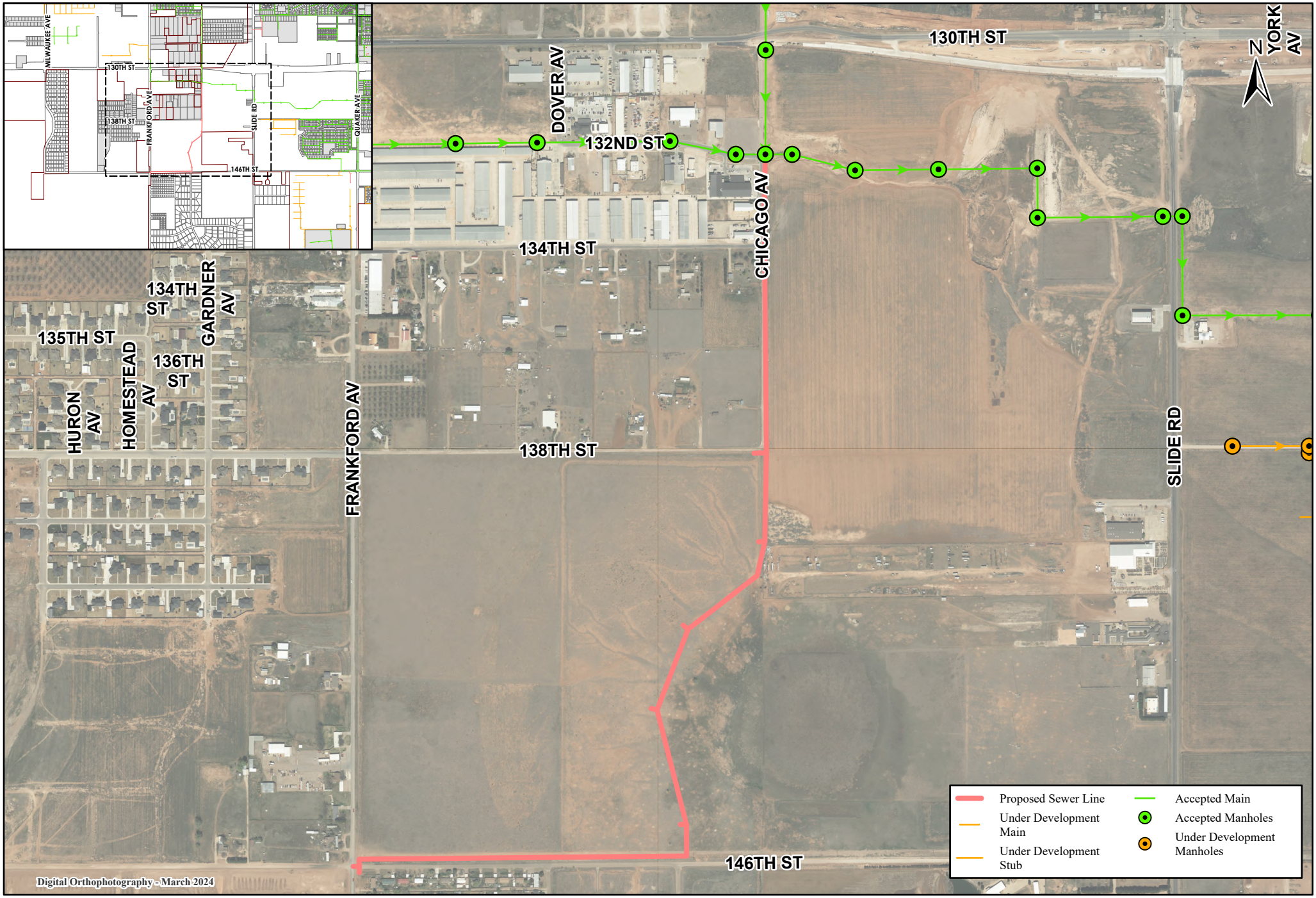
Thomas Payne, Manager

BETENBOUGH HOMES, LLC:

Randy Wilson, Director of Land

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney



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Location Map for Contract 18779
Southwest Lubbock Sanitary Sewer Extension

City of Lubbock TEXAS

City of Lubbock
Capital Project
Project Cost Detail
April 22, 2025

Capital Project Number:	92880
Capital Project Name:	Sewer Line Upsizing for Development
Capital Project Number:	92801
Capital Project Name:	Southwest Lubbock Sanitary Sewer Expansion

	Budget		
	92880	**92801**	**Total**
Encumbered/Expended			
Staff time	$ -	$ 898	$ 898
Contract 17762 with Hugo Reed and Associates	$0	$229,162	$229,162
Agenda Items April 22, 2025			
Contract 18779 Development Agreement	413,175	597,434	1,010,609
Encumbered/Expended to Date	413,175	827,495	1,240,670
Estimated Costs for Remaining Appropriation			
Sanitary Sewer System Improvements	250,000	1,672,505	1,922,505
Remaining Appropriation	250,000	1,672,505	1,922,505
Total Appropriation To Date	$ 663,175	$ 2,500,000	$ 3,163,175

CIP 92801 Southwest Lubbock Sanitary Sewer Expansion

Infrastructure Improvements

Project Manager: Kerry Koehler - Engineering

Project Scope

Engineering and construction of large diameter sanitary sewer mains in South and Southwest Lubbock as recommended by the Wastewater Collection System Master Plan.

Project Justification

The project provides sanitary sewer service to newly annexed areas in South and Southwest Lubbock. With recent annexations in South and Southwest Lubbock, the sanitary sewer collection system needs to be extended to provide service.

Project Highlights

Council Priorities Addressed:
Growth and Development
Community Improvement

Project History

- FY 2022-23 $1,500,000 was appropriated by Ord. 2022-O0136
- FY 2024-25 $1,000,000 was appropriated by Ord. 2024-O0128

Project Dates

Developers Agreement Execution: 05/2025

Project Location

South and Southwest Lubbock

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$1,000,000	$2,000,000	$0	$0	$0	$0	$0
Design	$1,500,000	$0	$0	$0	$0	$0	$0
TOTAL	**$2,500,000**	**$2,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Water/Wastewater Fund Revenue Bonds	$1,000,000	$2,000,000	$0	$0	$0	$0	$0
Water/Wastewater Fund Cash	$1,500,000	$0	$0	$0	$0	$0	$0
TOTAL	**$2,500,000**	**$2,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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CIP 92880 - Sewer Line Upsizing for Development

Infrastructure Improvements

Project Manager: Kerry Koehler - Engineering

Project Scope

This project involves collaboration with developers to increase the capacity and reliability of wastewater infrastructure. The increases are achieved with upsizing proposed lines, material choices and greater depths beyond what was required for the development.

Project Justification

As development expands the City of Lubbock wastewater collection system, there are opportunities to increase sewer line diameter, depth, and material in order to better serve the wastewater collection system as a whole. This project allows for the City to participate with developers to install infrastructure to serve the development and more, while maintaining proportionality in accordance with Texas state law.

Project Highlights

Council Priorities Addressed:
Growth and Development
Fiscal Discipline

Project History

- FY 2024-25 $250,000 was appropriated by Ord. 2024-O0128

Project Dates

Ongoing

Project Location

Citywide

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$250,000	$0	$250,000	$250,000	$250,000	$250,000	$250,000
TOTAL	**$250,000**	**$0**	**$250,000**	**$250,000**	**$250,000**	**$250,000**	**$250,000**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Water/Wastewater Fund Cash	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000
TOTAL	**$250,000**	**$250,000**	**$250,000**	**$250,000**	**$250,000**	**$250,000**	**$250,000**

Operating Budget Impacts

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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AI# 13368
Regular City Council Meeting 6. 15.
04/22/2025:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Professional Services Agreement Contract 17265, and related documents, with Plummer Associates, Inc., for the Reese Water Line Extension.

Item Summary

The City of Lubbock and the Air Force are partnering to provide safe drinking water to the contaminated wells within the city limits. The site of this project is near the former Reese Air Force Base operations. The Air Force has done extensive testing on 500 private wells around the Reese Air Force Base site and discovered that 231 of these water wells have levels above the allowable concentrations to meet requirements of the Texas Commission on Environmental Quality (TCEQ). This project will design the waterline extension that will lead to the construction of the water lines. This extension will provide service to the citizens in that area, and move the citizens who agree to it, to move onto the City of Lubbock potable water services.

On September 28, 2021, the City Council awarded Contract 15838 to Plummer Associates, Inc., for conducting design phase services, environmental phase services, water system modeling, surveying services, geotechnical investigation services, and bid phase services. The term of this contract was set for 300 consecutive days.

On May 9, 2023, the City Council awarded Contract 17265 to Plummer Associates, Inc., for an additional 6-month extension that would allow Plummer to complete their required work. This new contract was needed due to the original Contract 15838 expiring on January 2, 2023.

On September 26, 2023, the City Council awarded Amendment No. 1 to Contract 17265 to Plummer Associates, Inc., for a 1-year time extension that would allow Plummer to complete their required work. This amendment was a time-only extension and had no fiscal impact.

Under Amendment No. 2 to Professional Services Contract 17265, Plummer Associates, Inc., will be given an additional year to complete their services and get this project to the construction phase.

Time extension negotiations were conducted with Plummer Associates, Inc., and it was determined that Contract 17265 would be extended for 1 year to allow them to perform the final parts of their services.

Fiscal Impact

Amendment No. 2 to Contract 17265 with Plummer Associates, Inc., is for a time extension only and has no fiscal impact.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

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Attachments

Resolution - Amendment 2
Amendment 2 Contract
Amendment 1
Contract 17265
Location Map
CIP 13368 - Budget Detail
CIP 13368 - 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. 2 to the professional services agreement Contract No. 17265 for the Reese waterline project by and between the City of Lubbock and Alan Plummer 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. 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.Amend #2 17265 Alan Plummer Reese waterline
3.18.25

Amendment 2
To Agreement Between
The City of Lubbock, TX
and
Alan Plummer Associates, Inc.

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT dated and entered into on the 9th day of May 2023, Contract No. 17265, by and between the City of Lubbock ("City") and Alan Plummer Associates, Inc. ("Engineer"), a Texas professional corporation.

Engineer is providing professional services for the Reese waterline project ("Activities").

The City and Engineer entered into Amendment 1 on September 26, 2023 in order to extend the term of the Agreement. On November 5, 2024 the Parties entered a six (6) month extension for time only.

The Activities require coordination with other parties not a part of this agreement. Due to the progression of the overall project and the necessary coordination, there is a need to extend the term of this Agreement in order for the Engineer to complete the Activities herein.

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

The City and Engineer agree to extend the term of the Agreement for one (1) additional year.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____2025.

CITY OF LUBBOCK

_____
MARK W. MCBRAYER, Mayor

Alan Plummer Associates, Inc.

Brian Beach, PE CCM

Digitally signed by Brian Beach, PE CCM
DN: C=US, E=bbeach@plummer.com, O="Plummer Associates, Inc.", OU=Construction Manager, CN="Brian Beach, PE CCM"
Date: 2025.03.15 09:19:45-05'00'

Brian Beach, Construction Management Practice 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, Senior Assistant City Attorney

Resolution No. 2023-R0464
Item No. 5.13
September 26, 2023

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Professional Services Agreement Contract No. 17265 for engineering services for the Reese waterline project, by and between the City of Lubbock and Alan Plummer 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 September 26, 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

ccdocs/RES.Amend #1 to PSA 17265 Plummer Reese waterline
9.8.23

Amendment 1
To Agreement Between
The City of Lubbock, TX
and
Alan Plummer Associates, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 9th day of May 2023, Contract No. 17265, by and between the City of Lubbock ("City") and Alan Plummer Associates, Inc. ("Engineer"), a Texas professional corporation.

Engineer is providing professional services for the Reese waterline project ("Activities").

WITNESSETH:

WHEREAS, the Activities require coordination with other parties not a part of this agreement. Due to the progression of the overall project and the necessary coordination, there is a need to extend the term of this Agreement in order for the Engineer to complete the Activities herein.

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

The City and Engineer agree to extend the term of the Agreement for one (1) additional year.

IN WITNESS HEREOF, the parties have executed this Agreement as of this 26th day of September 2023.

CITY OF LUBBOCK

TRAY PAYNE, Mayor

ATTEST:

Courtney Paz, City Secretary

Alan Plummer Associates, Inc.

Clete Martin, P.E.

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Resolution No. 2023-R0228
Item No. 6.8
May 9, 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. 17265 for the Reese waterline project, by and between the City of Lubbock and Plummer 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 May 9, 2023.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

for
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 17265 Reese waterline
4-24-23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17265 is entered into this 9th day of May, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Plummer Associates, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the Reese Waterline project, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 6 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 $285,075, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT 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:

Plummer Associates, Inc..
Brian Beach, P.E.
1001 Main Street, Suite 808
Lubbock, TX, 79401
Telephone: 806.853.6379
Email: bbeach@plummer.com

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

Josh Kristinek, P.E.
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806.775.3397
Email:jkristinek@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, Division Director of Engineering/ City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Firm

Plummer Associates, Inc.

By: _____
Clete Martin, P.E.

PLUMMER ASSOCIATES, INC.

EXHIBIT A

Scope for Engineering Design Related Services for Water line Extension

This Exhibit A is part of the Agreement between Plummer Associates, Inc. (Plummer) (the "ENGINEER") and the City of Lubbock (the "CITY") for a project generally described as

THE REESE WATER LINE EXTENSION PROJECT

The purpose of this Agreement is to furnish Engineering Services set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

The project generally described is "Reese Water Line Extension" will include the following task items:

Task 1: General Services

Task 2: Easement and Platting Survey Services

Task 3: Final Design Phase Services (90% & Final Design)

Task 4: Bid Phase Services

1.0 General Services

1.1 Engineer shall assist CITY in securing bids and preparing formal contract documents for the Project as detailed in a later section.

1.2 Facilities and systems to be designed will generally consist of the following:

1.2.1 Potable Water Distribution pipelines including fire hydrants, valves, and connections to existing system.

1.2.2 Replacement of concrete, asphalt or gravel paved roads required after pipe installation.

1.3 Engineer shall perform general administrative services on the Project including liaison with the CITY, preparation of invoices and documentation of expenses, and other tasks required for effective and efficient Project administration. Invoices and documentation will be shared with the Air Force.

1.4 Engineer shall furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.

1.5 Engineer shall furnish such information necessary to one railroad company and TxDOT which will be crossed in this project.

2.0 Right of Way, Easement, and Platting Survey Services

2.1 Prepare existing Right-of-Way (ROW) base map for Sections B beside airpark and Section E. The base map shall include parcels and easements with current recording information; current property owner; existing platted easements and easements

available in the public record including easements provided by utility owners; 2-dimensional drawing in digital format showing the above ground utilities located in the field as well as right- of-way strip map information, a 2-dimensional ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

2.2 Prepare subdivision plats for each separately owned parcel in Sections B beside Airpark and Section E. Subdivision plats and dedication documents will be provided to the CITY for execution and final documents will be provided for the Air Force. This scope item does not include obtaining landowner and/or lienholder signatures for dedication.

2.3 Prepare easement and/or ROW dedication documents as required in Sections B and E.

2.4 Establish on the ground staking of the location of the edge of new temporary construction easements, new permanent easements, and centerline of pipeline for assistance in land acquisition, if required.

2.5 Ground staking will include a stake lath and flagging at each point of intersection and approximately every three hundred (300) feet along straight runs.

2.6 The legal descriptions and plats shall be prepared in accordance with CITY's standards or requirements and meet the needs for easement acquisition.

2.7 Participate in up to five (5) coordination meetings with CITY, private property owner, TXDOT, Railroad, or agency as directed by CITY during the entire land acquisition process for this Project.

3.0 Final Design Phase Services (100% & Final Design)

3.1 Upon acceptance of the Detailed Design Phase documents, revised Opinion of Probable Construction Cost as determined in the Detailed Design Phase and any other deliverables subject to any CITY directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from CITY, Engineer shall:

3.2 Prepare 100% and final, detailed, engineered sealed Drawings and Specifications indicating the scope, extent, and character of the work as generally described in this scope of services to be performed and furnished to the CITY for the purpose of providing the documents for Construction.

3.3 Provide technical criteria, written descriptions, and design data for CITY's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist CITY in consultations with such authorities; and revise the Drawings and Specifications in response to directives and comments from such authorities. Permits are expected for crossing Railroad and TxDOT.

3.4 Advise CITY of any adjustments to the Opinion of Probable Construction Cost known to Engineer.

3.5 Furnish three (3) half-size copies of the plans and three (3) copies of the specifications for the 100% Design Phase and any other deliverables to CITY at the 90% Completion Milestone.

3.6 Schedule, prepare for and conduct one (1) Quality Control (QC) meeting to review the

100% Design Phase documents with CITY's staff after the submittal of the 90% Complete Final Design Phase documents.

3.7 Prepare and furnish complete engineered sealed final design documents and bidding documents for review by CITY, its legal counsel, and other advisors, and assist CITY in the preparation of any other related bid documents.

3.8 Furnish three (3) half-size and one (1) full size copy of the plans and four (4) copies of the specifications for the sealed final design and bidding documents.

3.9 Provide a copy of bid issue plans, bid documents, and bid specifications in electronic portable document file format (PDF). Other electronic file formats may be provided upon written request to the Engineer.

3.10 Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph 7.9 have been delivered to City.

4.0 Bid Phase Services

4.1 Upon acceptance by CITY of the final design and bid documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, and upon written authorization by CITY to proceed, Engineer shall:

4.2 Assist CITY in advertising and notifying construction news publications for and securing bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, schedule and conduct one (1) pre-bid conference. The cost for notice publications shall be paid by the CITY.

4.3 Distribute bid documents, plans and specifications for the Project to prospective bidders as required. The non-refundable deposit received from prospective bidders for receipt of plans, specifications, and bid documents will be retained by Engineer to offset the Engineer's cost of printing, distributing and handling said documents. Engineer will furnish up to three (3) full-size sets of plans and specifications to plan rooms to be identified by the CITY.

4.4 Assist the prospective bidders in interpreting the plans and specifications through the preparation and issuance of addenda to clarify, correct or change the bid documents. Prepare responses to Bidder's questions and provide those responses to the CITY staff.

4.5 Assist the CITY in the opening, tabulation, analysis of the bids received and furnish recommendations on the award of the contracts or the appropriate actions to be taken by the CITY.

4.6 Consult with CITY as to the acceptability of contractor, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bid documents.

4.7 If required by bid documents, Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders. Such evaluations shall be considered an Additional Service provided by the Engineer.

4.8 Incorporate any changes by addendum into the project documents and prepare.

4.9 Conformed for Construction plans and specifications.

4.10 Furnish one (1) full-size and three (3) half-size copies of the conformed plans and four

(4) copies of the conformed specifications.

4.11 Perform or provide the following Bid Phase Services tasks or deliverables:

4.11.1 Bid Tabulations.

4.11.2 Recommendation of Award.

4.11.3 Assist the CITY in the preparation of formal contract documents for the Work.

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

- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- USACOE environmental permitting.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Services related to preparation of Storm Water Pollution Prevention Plans.
- Services related to the design of traffic control plans.
- Services related to archeological field survey and reporting beyond the desktop level analysis described in this Exhibit if required by the Texas Historical Commission.
- Additional meetings beyond those already included in this Exhibit
- Additional geotechnical borings beyond those described in this Exhibit
- Additional pipeline design efforts beyond those described in this Exhibit.
- Additional easement and platting documents beyond those described in this Exhibit

PLUMMER ASSOCIATES, INC

EXHIBIT B

Payments to Engineer

This Exhibit B is part of the Agreement between Plummer Associates, Inc. (the "Engineer") and the City of Lubbock (the "City") for a project generally described as:

REESE WATERLINE EXTENSION PROJECT

1.0 BASIC SERVICES OF ENGINEER

1.1 City shall pay Engineer for Basic Services of Engineer rendered under Section 1, as supplemented by Exhibit A, "Scope of Services". Fees shall be paid per Section 5 of the Agreement. Compensation for the following services actually completed shall be paid on a lump sum basis:

Task No.	Description	Total Budget Amount
100	General Services	$ 38,254
200	Easement and Platting Services	$ 132,942
300	Final Design Phase Services (90% and 100%)	$ 86,343
400	Bid Phase Services	$ 27,536
	Total	**$ 285,075**

1.2 Cost reimbursable compensation shall be based on Engineer's personnel time at Engineer's hourly labor rates attached hereto as Table C-1 Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Basic Services of Engineer, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

2.0 ADDITIONAL SERVICES

2.1 Owner shall pay Engineer for Additional Services of Engineer rendered under Section 2. Fees shall be paid per Section 5 of the Agreement. Compensation for Additional Services actually completed shall be paid on a cost reimbursable basis.

2.2 Cost reimbursable compensation shall be based on Engineer's personnel time at Engineer's hourly labor rates in the Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Additional Services of Engineer, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

3.0 DEFINITIONS

3.1 Direct Labor Costs: Salaries and wages paid to Engineer's personnel engaged directly on the Project, but do not include indirect costs, insurance costs, fringe benefits, overhead or profit. Direct Labor Cost is subject to annual calendar year adjustments.

3.2 Hourly Labor Rates: Direct Labor Cost plus a percentage applied to all such wages or salaries to cover payroll taxes, insurance premiums, benefits and all other overhead or profit.

3.3 Direct Expenses: All expenses incurred directly by the Engineer. These may include transportation costs, travel, meals, lodging, laboratory testing and analyses, telecommunication, computer services, document reproduction and processing, all direct expenses associated with outside consultants, and any other direct expense incurred by the Engineer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2023-1025079

Date Filed:
05/23/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Plummer Associates, Inc.
FORT WORTH, 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.
17265
Lubbock Reese Waterline Extensions Phase 2

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Young, Chris	Fort Worth, TX United States	X	
McDonald, Ellen	Fort Worth, TX United States	X	
Gratz, Dean	White Bear Lake, MN United States	X	
Caffey, Jeff	Fort Worth, TX United States	X	
Davis, Alan	Fort Worth, TX United States	X	
O'Brien, Patrick	Durango, CO United States	X	
Coonan, Steve	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Cylena Eason, and my date of birth is [redacted].

My address is 1320 S. University Drive, Suite 300 (street), Fort Worth (city), TX (state), 76107 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 23rd day of May (month), 2023 (year).

Cylena Eason

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2023-1025079

Date Filed:
05/23/2023

Date Acknowledged:
06/01/2023

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

Plummer Associates, Inc.
FORT WORTH, 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.

17265
Lubbock Reese Waterline Extensions Phase 2

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		Controlling	Intermediary
Young, Chris	Fort Worth, TX United States	X	
McDonald, Ellen	Fort Worth, TX United States	X	
Gratz, Dean	White Bear Lake, MN United States	X	
Caffey, Jeff	Fort Worth, TX United States	X	
Davis, Alan	Fort Worth, TX United States	X	
O'Brien, Patrick	Durango, CO United States	X	
Coonan, Steve	Austin, 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 _____.

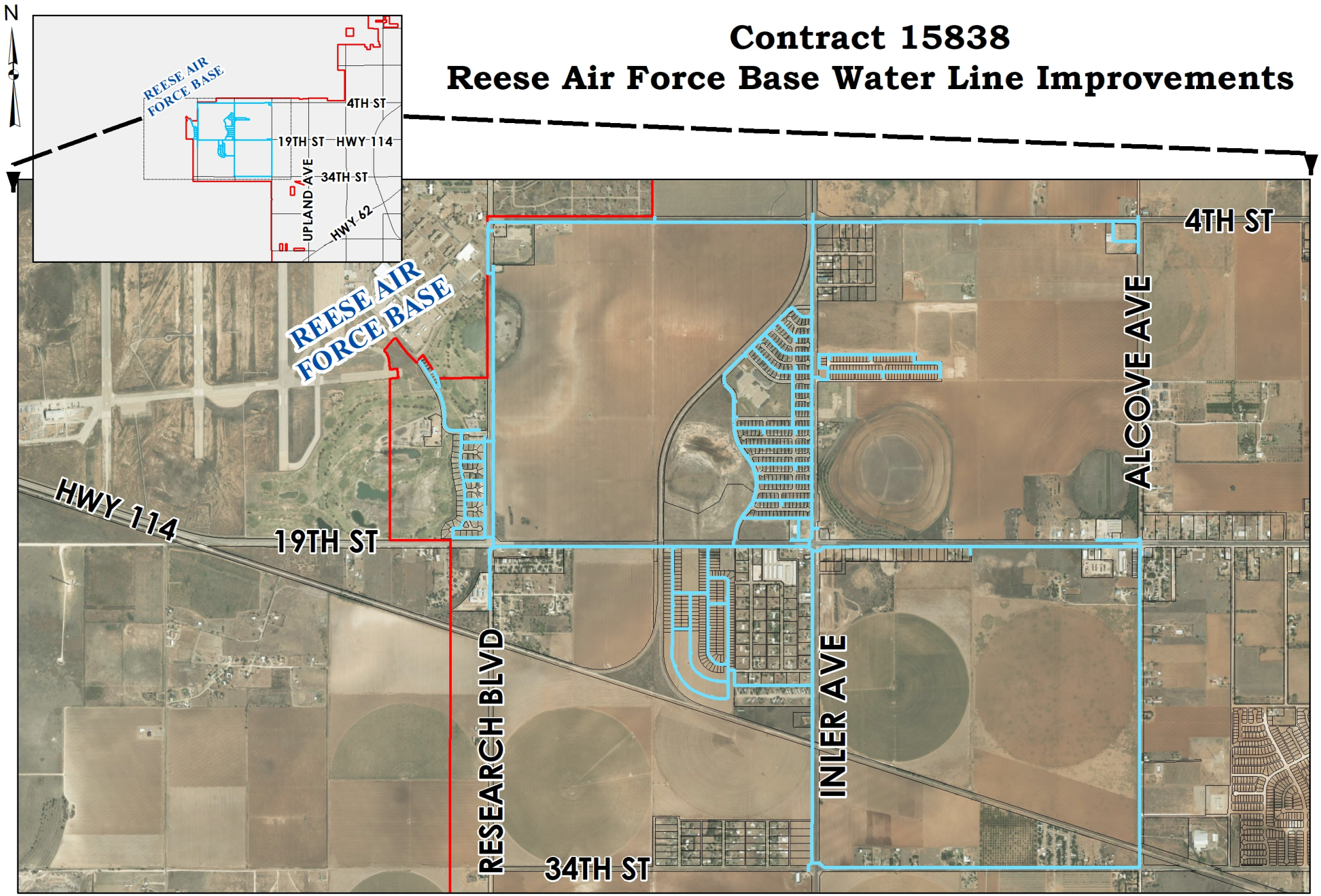
My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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)

Contract 15838
Reese Air Force Base Water Line Improvements



0 1,000 2,000 4,000 Feet

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

Legend

- Existing Water Lines
- Lubbock City Limits

City of Lubbock TEXAS

Digital Orthophotography - April 2020

City of Lubbock
Capital Project
Project Cost Detail
April 22, 2025

Capital Project Number:		92709
Capital Project Name:		Reese Water Line
		Budget
Encumbered/Expended		
Staff time	$	14,327
Reese Water Line Extension - Design, Plummer Contract 15838	$	536,033
Reese Water Line Extension - Design, Plummer Contract 17265	$	285,075
Agenda Item April 22nd 2025		
Plummer Contract 17265 Time Extension - One Year		-
Encumbered/Expended To Date	$	835,435
Estimated cost for Remainiaing Approcation		
Reese Water Line Construction and Right of Way	$	581,496
Remainiaing Appropriation	$	581,496
Total Appropriation	$	1,416,931



CIP 92709 Reese Air Force Water Line

Infrastructure Improvements

Project Manager: Bailey Rateliffe - Engineering

Project Scope

The work involved in this project will be project management of the Design, Survey, Inspection, Land Services and construction of approximately 6 miles of water line varying in sizes from 6 to 12 inches in diameter. These lines will be installed to provide an alternate potable water supply for citizens impacted by groundwater contamination due to Perfluoroalkyl Sulfonate above Texas Commission of Environmental Quality (TCEQ) maximum concentration limits.

Project Justification

The City of Lubbock and the Air Force are partnering in an effort to provide safe drinking water to the contaminated wells with in the City Limits by the old Reese Air Force Base operations. The Air Force has done extensive testing of private wells around the Reese Air Force base. Of the more than 500 wells tested 231 ground water wells have been found to have levels above the allowable concentrations for the TCEQ. This project will ultimately build water lines to service and potentially move citizens who agree to onto City potable water services.

Project Highlights

Council Priorities Addressed:
Community Improvement

Project History

- FY 2020-21 $1,416,931 was appropriated by Ord. 2021-O0029

Project Dates

Project Location

6 miles of line from City of Lubbock to around the former Reese Air Force Base

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$1,416,931	$0	$0	$0	$0	$0	$0
TOTAL	**$1,416,931**	**$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
United States Air Force Funding	$1,416,931	$0	$0	$0	$0	$0	$0
TOTAL	**$1,416,931**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

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

AI# 13376
Regular City Council Meeting 6. 16.
04/22/2025:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 18419, with Archer Western Construction, LLC, for construction services associated with the West Lubbock Water Expansion Project, Pump Station No. 17 and Ground Storage Tank.

Item Summary

The current Strategic Water Supply Plan has identified the need for a third pressure plane in the City of Lubbock water system. This pressure plane will require a pump station, elevated storage tank and associated pipelines to be built. The current system's capacity to provide appropriate water pressure to West Lubbock is approaching the required water pressure of 35 psi on an average day and 20 psi while under a fire flow, as required by the Texas Commission on Environmental Quality (TCEQ) regulations. This project will bring West Lubbock into compliance with TCEQ and reach the level of service expected by our citizens for West Lubbock. This contract is for the construction of a ground storage tank, pump station, and portions of the water pipeline necessary to meet these requirements.

The City issued a Request for Proposals (RFP) for construction services associated with the West Lubbock Water Expansion Pump Station No. 17 and ground storage tank.

In response to RFP 25-18419-TF, the following proposal was received and opened on January 31, 2025. The sole proposal was evaluated based on the following criteria: Pricing - 60 points, Contractor Qualifications - 30 points, Contruction Time - 10 points. The Evaluation Committee arrived at the following score.

Contractor	Score/100 Points
Archer Western Construction, LLC, Irving, Texas	99.17

Staff recommends award of the contract to the highest ranked proposer, Archer Western Construction, LLC, of Irving, Texas, for $34,985,780.

The term of the contract is 667 consecutive calendar days..

Fiscal Impact

Contract 18419, with Archer Western Construction, LLC, for $34,985,780, is funded in Capital Improvement Project 92806, West Lubbock Water System Expansion.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, PE, Division Director of Engineering/City Engineer

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Attachments

Resolution
Construction Contract
Location Map
CIP 92806 - Budget Detail
CIP92806 - Project Detail
Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18419 for the West Lubbock water system expansion Pump Station No. 17 & ground storage tank as per RFP 25-18419-TF, by and between the City of Lubbock and Archer Western Construction, LLC of Irving, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Public Works Contract 18419 pump station 17
3.10.25

REVISED

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: January 31, 2025

PROJECT NUMBER: **RFP 25-18419-TF, West Lubbock Water System Expansion Pump Station No. 17 & GST**

Proposal of Archer Western Construction, LLC (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: 637 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 667 **(to Final Completion)**

(not to exceed 670 consecutive calendar days to Substantial Completion / 730 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 **670 Consecutive Calendar Days** with **final completion** within **730 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 **$2,500** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$1,000** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

City of Lubbock, TX
Public Works
RFP 25-18419-TF
West Lubbock Water System Expansion Pump Station No. 17 GST

Archer Western Construction, LLC of Irving, TX

#	Items	QTY +/-	U/M	Unit Cost	Extended Cost
Pump Station No. 17 & Ground Storage Tank					
#1-1	Mobilization	1	LS	1,000,000.00	1,000,000.00
#1-2	Pump Station No. 17	1	LS	~~22,530,800.00~~ $21,165,300.00	~~22,530,800.00~~ $21,165,300.00
#1-3	Trench Safety Systems	976	LF	5.00	4,880.00
#1-4	Pumping Units	3	EA	~~391,100.00~~ $343,434.00	~~1,173,300.00~~ $1,030,302.00
#1-5	Pump Barrels	6	EA	~~116,800.00~~ $97,133.00	~~700,800.00~~ $582,798..00
#1-6	Ground Storage Tank	1	LS	~~11,651,200.00~~ $10,956,200.00	~~11,651,200.00~~ $10,956,200.00
#1-7	Add (+) or Deduct (-) (See Note 1) - IF DEDUCT PLEASE PUT A NEGATIVE (-) SIGN IN THE AMOUNT PROPOSED Provision is made for Offeror to include an addition or deduction in the Bid to reflect any last minute adjustments in price. The addition or deduction, if made, will be applied proportionately to the following Items: [List Base Bid Items to which the Add or Deduct will be applied.]	1	LS	-	-
Extra Work in Base Bid per Section 01 29 01 "Measurement and Basis for Payment"					
~~#2-1~~	~~Extra Coarse Gravel Embedment~~	~~100~~	~~CY~~	~~110.00~~	~~11,000.00~~
~~#2-2~~	~~Extra Flowable Fill~~	~~100~~	~~CY~~	~~210.00~~	~~21,000.00~~
Alternates to be considered for inclusion in the Contract per Section 01 23 10 "Alternates and Allowances"					
~~#3-1~~	~~Store Excavated Material On-Site (Mound up to 7-foot)~~	~~1~~	~~LS~~	~~184,500.00~~	~~184,500.00~~
~~#3-2~~	~~Haul Excavated Material Off-Site to City Defined Location (Up to 20 miles)~~	~~1~~	~~LS~~	~~255,500.00~~	~~255,500.00~~
#3-3	Dispose of Excavated Material by Contractor Preference	1	LS	246,300.00	246,300.00
Add (+) or Deduct (-)					
#4-1	Add (+) or Deduct (-) for Items 1-1 through 1-7 & Items 2-1 through 2-2 in addition to Item 3-1 - IF DEDUCT PLEASE PUT A NEGATIVE (-) SIGN IN THE AMOUNT PROPOSED	1	LS	-	-
#4-2	Add (+) or Deduct (-) for Items 1-1 through 1-7 & Items 2-1 through 2-2 in addition to Item 3-2 - IF DEDUCT PLEASE PUT A NEGATIVE (-) SIGN IN THE AMOUNT PROPOSED	1	LS	-	-
#4-3	Add (+) or Deduct (-) for Items 1-1 through 1-7 & Items 2-1 through 2-2 in addition to Item 3-3 - IF DEDUCT PLEASE PUT A NEGATIVE (-) SIGN IN THE AMOUNT PROPOSED	1	LS	-	-

Total (Items 1-1 through 1-7):	~~**$ 37,060,980.00**~~ $34,739,480.00
Total (Items 2-1 through 2-2):	~~**$ 32,000.00**~~
Total (Items 3-1 through 3-3):	~~**$ 686,300.00**~~
Total (Items 4-1 through 4-3):	**$ -**
Total (Items 1-1 through 4-3):	~~**$ 37,779,280.00**~~ $35,457,780.00

City Selected Award: Total (Items 1-1 through 1-7 and 3-3): $34,985,780.00

REVISED

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

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

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

Date: 01/31/2025

Authorized Signature

Jeff Polak, Business Group Leader, V.P.
(Printed or Typed Name)

Archer Western Construction, LLC
Company
1411 Greenway Drive
Address
Irving, Dallas
City, County
Texas, 75038
State Zip Code
Telephone: 972 - 457-8500
Fax: 972 - 457-8501
Email: fetier@walshgroup.com
FEDERAL TAX ID or SOCIAL SECURITY No.
27-0887868

(Seal if Offeror is a Corporation)

ATTEST:

Secretary Matthew M. Walsh IV

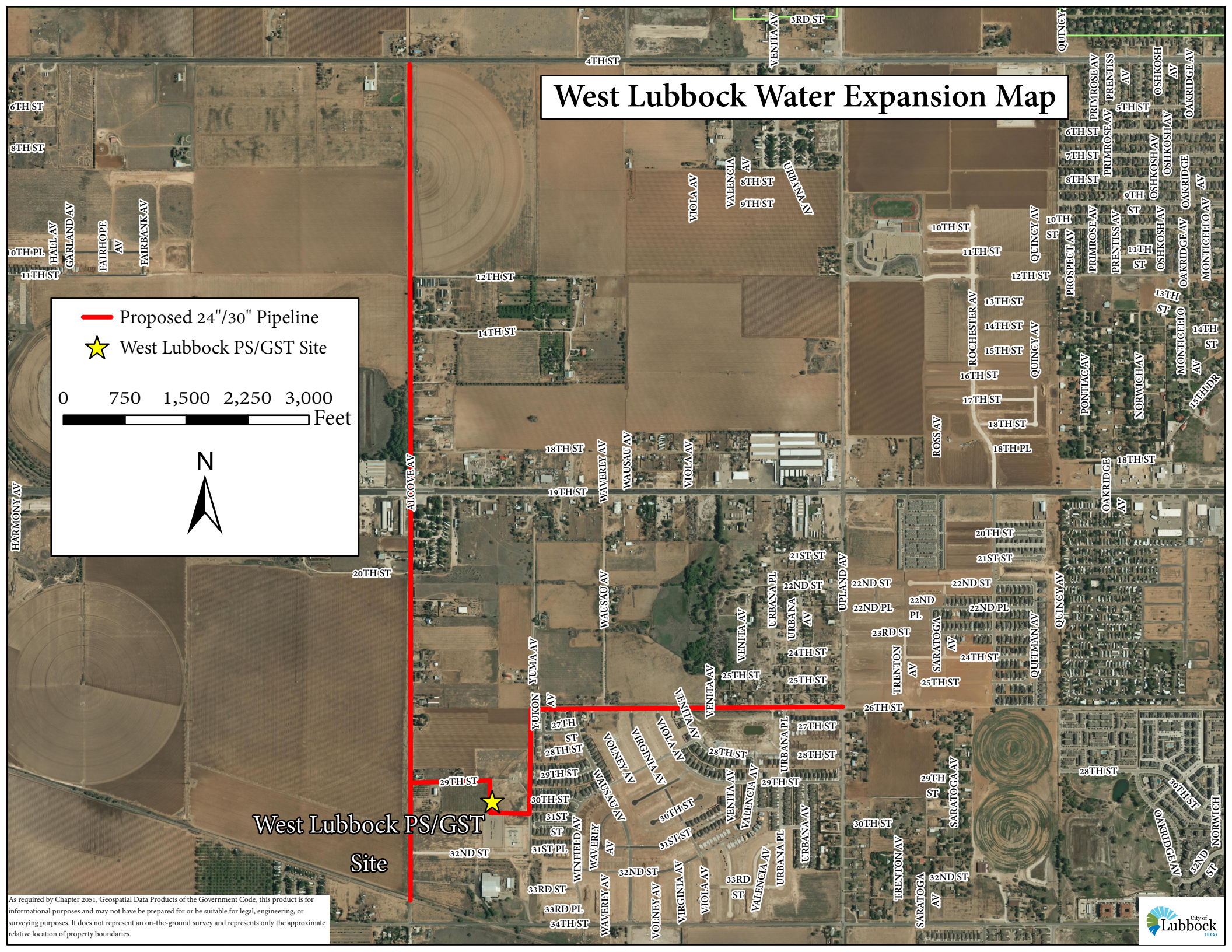
Offeror acknowledges receipt of the following addenda:

Addenda No.	1	Date 12-10-2024
Addenda No.	2	Date 01-03-2025
Addenda No.	3	Date 01-16-2025
Addenda No.	4	Date 01-21-2025
	5	01-23-2025
	6	01-28-2025

ARCHER WESTERN CONSTRUCTION, LLC LIMITED LIABILITY SEAL ILLINOIS

M/WBE Firm:

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

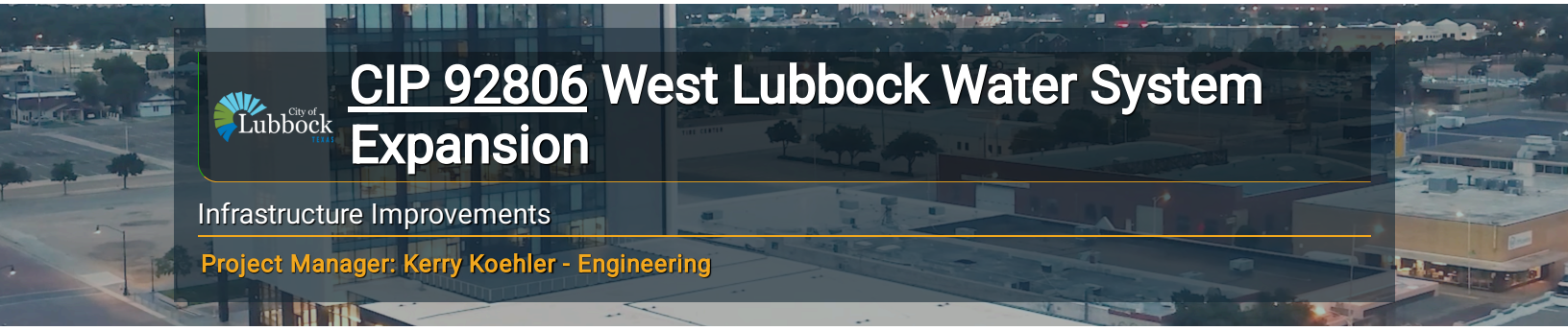

West Lubbock Water Expansion Map
Proposed 24"/30" Pipeline
West Lubbock PS/GST Site
0 750 1,500 2,250 3,000
Feet
N
West Lubbock PS/GST Site
As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have be prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
City of Lubbock TEXAS

City of Lubbock, TX
Capital Project
Project Cost Detail
April 22nd, 2025

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

Encumbered/Expended

CIP Number		**92806**
City of Lubbock Staff Time	$	21,394
Contract 16854 with FNI for Professional Services		1,775,295
Amendment 1 to Contract 16854 with FNI for EST Design		1,397,276
EST Site Surveys		7,157
Advertising		524
Contract 18109 with Acme Electric Company for Electrical Equipment		2,449,900
Printing Shop Charges		83
Agenda Item April 22nd, 2025		
Contract 18419 with Archer Western for Pump Station 17		34,985,780
Encumbered/Expended to Date		40,637,410
Estimated Costs for Remaining Appropriation		
Pump Station 17 & EST Improvements		660,823
Remaining Appropriation		660,823
Total Appropriation To Date	$	41,298,233



CIP 92806 West Lubbock Water System Expansion

Infrastructure Improvements

Project Manager: Kerry Koehler - Engineering

Project Scope

The current model indicates the area surrounding the Reese Research Center will fall below the regulatory minimum average of 35 PSI during peak fire flow demands.

Project Justification

The area surrounding Reese Center has seen substantial growth and annexations. This growth has exceeded that which was planned for in the 2016 Water Master Plan. The city will need major infrastructure upgrades to maintain an appropriate level of service to West Lubbock, including a new pump station, ground storage tank (GST), elevated storage tank (EST), and transmission pipelines. All of this infrastructure is necessary in order to maintain TCEQ minimum requirements in the west Lubbock area.

Project Highlights

Council Priorities Addressed:
Community Improvement
Growth and Development

Project History

- FY 2022-23 $1,875,000 was appropriated by Ord. 2022-O0136
- FY 2023-24 $5,500,000 was moved from CIP 92804 by BCR 2024-09
- FY 2023-24 $3,918,917 ARPA was appropriated by Ord. 2024-O0037
- FY 2024-25 $28,000,000 was appropriated by Ord. 2024-O0128

Project Dates

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

Pump Station & Ground Storage Tank:
Bid Date: 10/2024
Construction Award Date: 04/2025
Construction Completion: 03/2027

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

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

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

Project Location

West Lubbock

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$28,000,000	$33,000,000	$5,000,000	$0	$0	$0	$0
Design	$11,293,917	$0	$0	$0	$0	$0	$0
TOTAL	**$39,293,917**	**$33,000,000**	**$5,000,000**	**$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
ARPA Funding	$3,918,917	$0	$0	$0	$0	$0	$0
Water/Wastewater Fund Revenue Bonds	$35,375,000	$31,000,000	$5,000,000	$0	$0	$0	$0
TOTAL	**$39,293,917**	**$31,000,000**	**$5,000,000**	**$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**

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Purchasing and Contract Management

Project Summary

RFP 25-18419-TF
West Lubbock Water System Expansion Pump Station No. 17 & GST

Notice was published in the Lubbock Avalanche Journal on December 8 & December 15, 2025.
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 8, 2024 to January 31, 2025.
10 individuals attended the pre-proposal meeting.
140 vendors downloaded the documents using Bonfire.com.
69 vendors were notified separately.
1 vendor submitted a proposal.

AI# 13377

Regular City Council Meeting **6. 17.**
04/22/2025:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, Contract 18176, by and between the City of Lubbock and South Plains Electric Cooperative, Inc., to move and relocate utility poles in preparation for reconstruction of Milwaukee Avenue, from 4th Street to the north city limits, as a portion of the 2022 Street Bond Project.

Item Summary

Milwaukee Avenue from 4th Street to the north city limits 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 Milwaukee Avenue corridor.

The engineering consulting firm, HDR, Engineering, Inc., identified several utility poles during their design that are within an easement owned by South Plains Electric Cooperative and interfere with the widening of the road.

Staff recommends approval of Contract 18176 for $583,837.35 with a contract end date of September 19, 2025, to relocate South Plains Electric Cooperative, Inc. (SPEC) utility poles and power lines, in preparation for the reconstruction of Milwaukee Avenue from 4th Street to the city limits. This Memorandum of Understanding (MOU) is necessary to reimburse SPEC for the cost of moving their infrastructure outside the pavement.

Fiscal Impact

This contract is for 150 days and has a fiscal impact of $583,837.35 on Capital Improvements Project 92819, Milwaukee Avenue: North City Limits to 4th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution

Contract MOU 18176
Location Map
CIP 92819 - Budget Detail
CIP 92819 - 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, a Memorandum of Understanding (MOU), Contract No. 18176 for utility relocation due to the widening of Milwaukee Avenue, by and between the City of Lubbock and South Plains Electric Cooperative, Inc., and related documents. Said MOU is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.MOU-No. 18176 SPEC Milwaukee utilities relocation
4.2.25

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE CITY OF LUBBOCK AND SOUTH PLAINS ELECTRIC COOPERATIVE, INC.

This Memorandum of Understanding (the "MOU"), Contract No. 18176, is made on this _____ day of _____, 2025, by and between the City of Lubbock ("City") and the South Plains Electric Cooperative, Inc. ("SPEC"), to move and relocate utility poles in preparation for the widening of Milwaukee Avenue (the "Project").

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

1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be from the effective date herein through final completion of the Project, not to exceed one hundred fifty (150) days.

2. SPEC RESPONSIBILITIES

SPEC shall remove and relocate all of its utility poles on the section of Milwaukee Avenue depicted on "Exhibit A", attached hereto and incorporated herein, in preparation for the widening of Milwaukee Avenue by the City of Lubbock.

3. CITY OF LUBBOCK RESPONSIBILITIES

The City of Lubbock shall pay SPEC in amount not to exceed five hundred eighty-three thousand eight hundred thirty-seven dollars and 35/100 ($583,837.35) for the removal and relocation by SPEC as set forth in "Exhibit B", attached hereto and incorporated herein. In the event that actual Project costs exceed costs estimated in "Exhibit B", the City and SPEC shall negotiate in good faith the amount set forth herein in order to complete the Project. Further, the City agrees to provide necessary support, permits, and assistance to facilitate completion of the Project.

4. NOTICE

A. General. Whenever notice between the parties is required or permitted by this MOU 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); (3) email; or (4) 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. SPEC Address. SPEC address and numbers for the purposes of notice are:

South Plains Electric Cooperative, Inc.
P.O. Box 1830
Lubbock, TX 79408
Telephone: 806-783-7974
Email: jobloth@spec.coop

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

City of Lubbock
Attn: John Turpin
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: jturpin@mylubbock.us
Telephone: 806-775-2342

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 MOU, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

5. NO LIABILITY

No liability will arise or be assumed between the parties as a result of this MOU. All parties to this document will act in good faith to achieve the goals of the MOU in a reasonable time frame. This MOU is a good faith expression of the intent of the Parties.

6. NO JOINT ENTERPRISE

This MOU is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

7. GOVERNING LAW

This MOU will be governed by the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this MOU shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.

8. AMENDMENTS

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 City and SPEC.

9. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the City and SPEC, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

EXECUTED as of the Effective Date hereof.

The City of Lubbock

Mark McBrayer, Mayor

South Plains Electric Cooperative, Inc.

Brandon Loth

Brandon Loth
Manager of Engineering

ATTESTED:

Courtney Paz, City Secretary

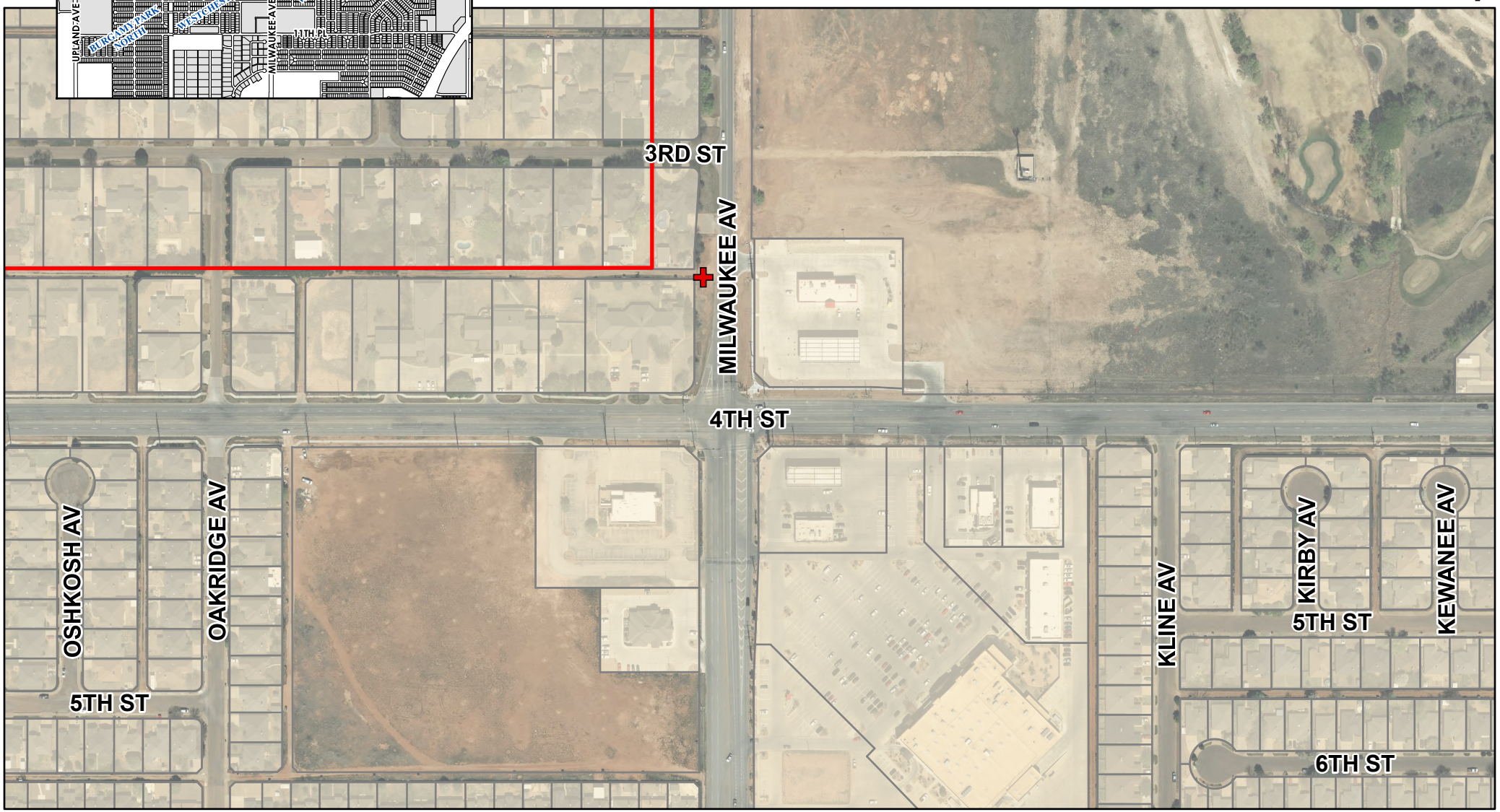
APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Utility Relocation Ahead of the Widening of Milwaukee Avenue Contract 18176



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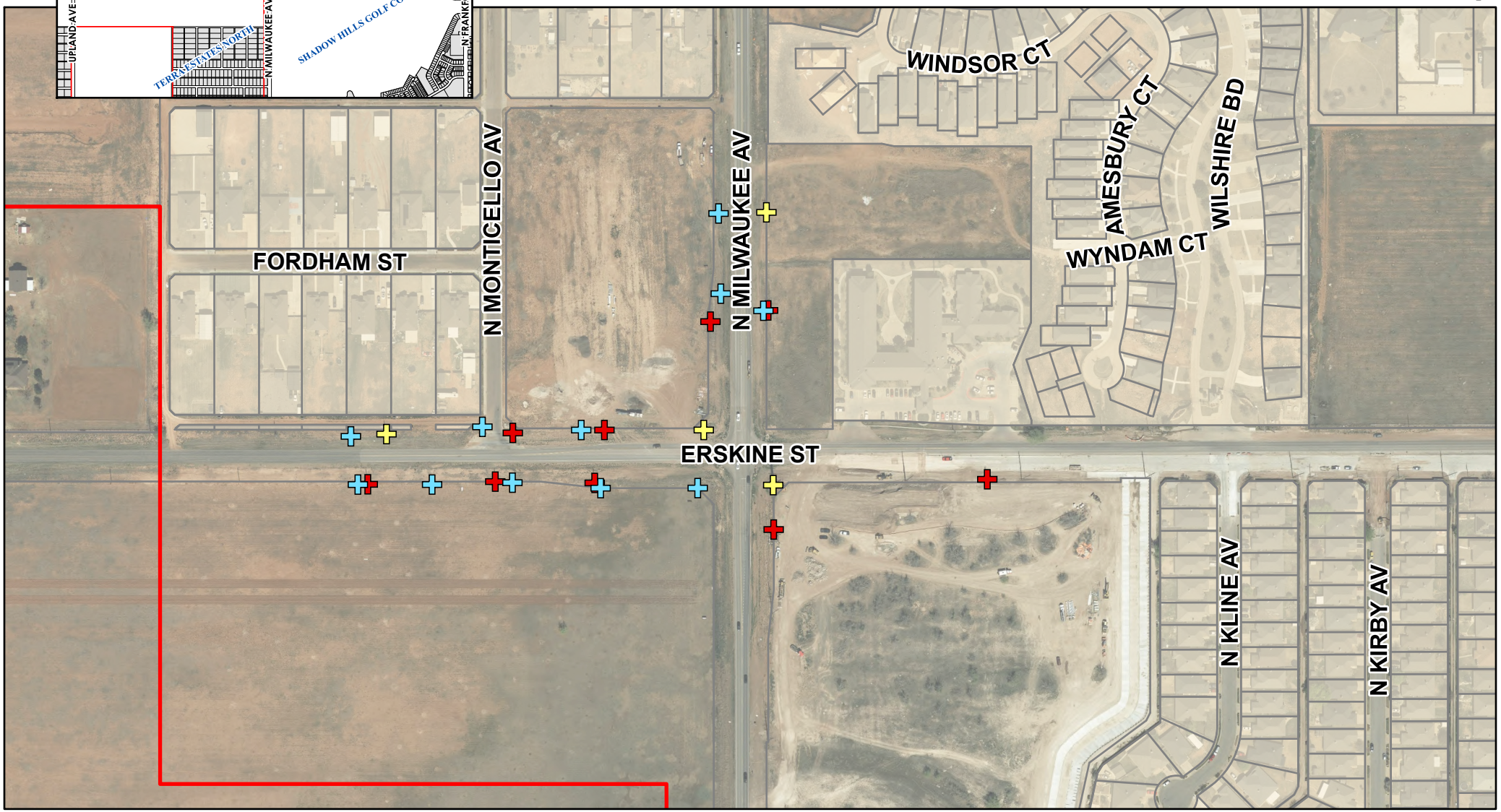
Tie In Electric Utility Poles
New Electric Utility Poles
Removed Electric Utility Poles
Lot-Block Lines
Platted Subdivisions
Lubbock City Limits

City of Lubbock TEXAS

Digital Orthophotography - March 2024

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.

Utility Relocation Ahead of the Widening of Milwaukee Avenue Contract 18176



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- Tie In Electric Utility Poles
- New Electric Utility Poles
- Removed Electric Utility Poles
- Lot-Block Lines
- Platted Subdivisions
- Lubbock City Limits

City of Lubbock TEXAS

Digital Orthophotography - March 2024

Utility Relocation Ahead of the Widening of Milwaukee Avenue Contract 18176



0 250 500 750 1,000 US Feet

Tie In Electric Utility Poles
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City of Lubbock TEXAS

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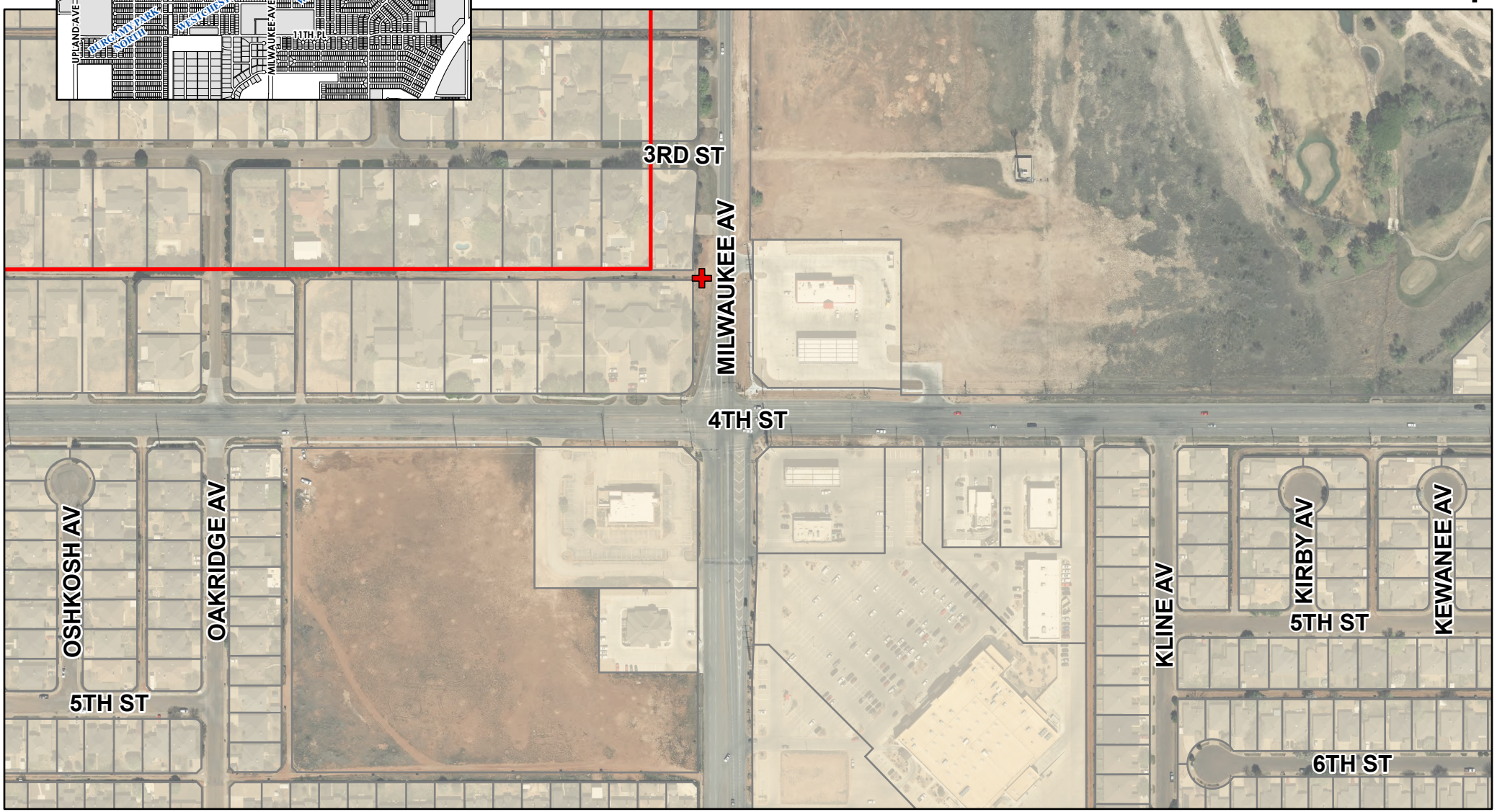
EXHIBIT B

Utility Adjustment for Milwaukee Ave Reconstruction
South Plains Electric Cooperative
Estimated Costs
RCSJ: 1502-01-037
Utility ID#: U00011967

Certified ledger, invoices, and/or checks (as applicable) are to be provided to the City of Lubbock for payment.

Estimated Material Costs	**$**	**213,952.65**
Estimated Labor Costs	**$**	**359,229.70**
Estimated Engineering, Survey, Inspection & Legal Costs	**$**	**10,655.00**
Total Estimated Project Costs	**$**	**583,837.35**

Utility Relocation Ahead of the Widening of Milwaukee Avenue Contract 18176



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- Tie In Electric Utility Poles
- New Electric Utility Poles
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City of Lubbock TEXAS

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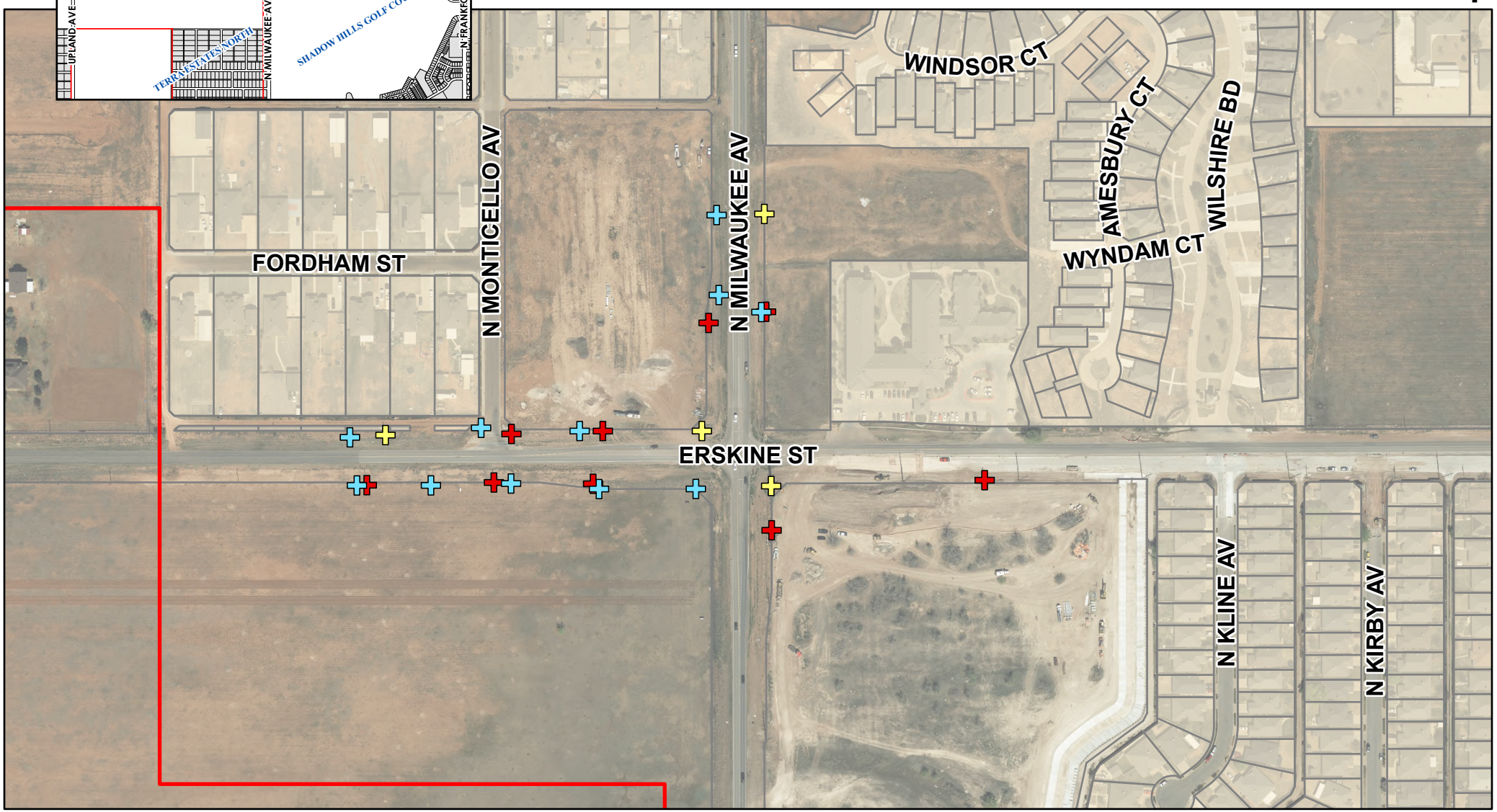
Utility Relocation Ahead of the Widening of Milwaukee Avenue Contract 18176



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- Tie In Electric Utility Poles
- New Electric Utility Poles
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City of Lubbock TEXAS

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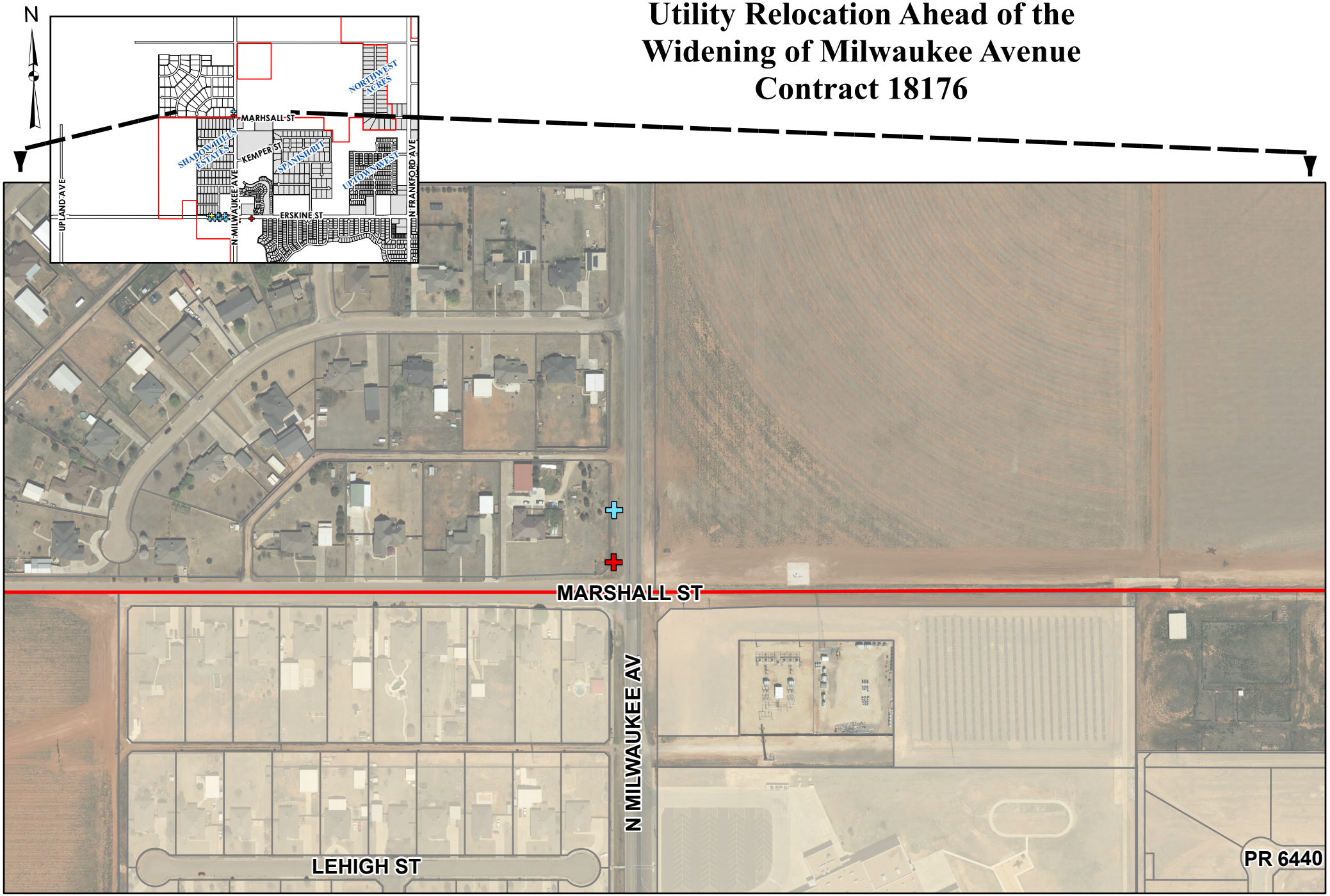
Utility Relocation Ahead of the Widening of Milwaukee Avenue Contract 18176



0 250 500 750 1,000 US Feet

Tie In Electric Utility Poles
New Electric Utility Poles
Removed Electric Utility Poles
Lot-Block Lines
Platted Subdivisions
Lubbock City Limits

City of Lubbock TEXAS

Digital Orthophotography - March 2024

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City of Lubbock, TX
Capital Project
Project Cost Detail
April 22, 2025

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

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 27,32
Contract 17087 Milwaukee Reconstruction Design & ROW with HDR, Inc.	1,403,29
Land Acquisition to Date	340,748
Traffic System Improvements	47,486
Amendment 1 to Contract 17087 with HDR, Inc.	132,710
Legal Fees	21,698
Agenda Items, April 22, 2025	
SPEC Utility Relocation	583837.35
Encumbered/Expended To Date	2,557,09
Estimated Costs for Remaining Appropriation	
Property Acquisition, Utility Adjustments, and Roadway Construction	14,442,90
Remaining Appropriation	14,442,90
Total Appropriation	$ 17,000,00

CIP 92819 Milwaukee Ave: North City Limits to 4th St - 22B

Bond Election Project – 2022

Project Manager: Kerry Koehler - Engineering

Project Scope

Milwaukee Ave from 4th Street to the North City Limits is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane Principal Arterial (Modified). Continued growth in west Lubbock has increased traffic demands along Milwaukee Avenue from 4th Street to the North City Limits. This thoroughfare will include the ultimate design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety, Community Improvement, and Growth and Development

Project History

- FY 2022-23 $3,500,000 was appropriated by Ord. 2022-O0169
- FY 2023-24 $13,000,000 was appropriated by Ord. 2023-O0108
- FY 2023-24 $500,000 was appropriated by BCR 2024-21

Project Dates

Design Start Date: 02/2023
Design Completion: 05/2024
Bid for Constuction:06/2025
Award Construction: 08/2025
Project Completion: TBD

Project Location

Milwaukee Ave - North City Limits to 4th Street

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$17,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$17,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
General Obligation Bonds	$17,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$17,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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AI# 13384
Regular City Council Meeting 6. 18.
04/22/2025:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, Contract 18813, and related documents, by and between the City of Lubbock and the South Plains Electric Cooperative, Inc., for adjustment and relocation of utility poles and lines, as part of the 66th Street Drainage Channel Improvements Project.

Item Summary

The construction of the 66th Street Drainage Channel Improvements Project is currently underway. The project will widen the drainage channel from 66th Street and Upland Avenue along Santa Fe Drive, to reduce the footprint of the existing flood plain. These improvements will eventually lead to the removal of several properties from the current flood plain.

Pursuant to the stipulations of this Memorandum of Understanding, the City of Lubbock will reimburse South Plains Electric Service (SPEC) for the cost of removal and relocation of certain existing utility poles and electric service lines that interfere and are in conflict with the proposed alignment of the drainage channel.

Staff recommends approval of MOU Contract 18813, with South Plains Electric Cooperative, Inc., for the removal and relocation of electric utilities ahead of the construction of the 66th Street Drainage Channel improvements Project.

Fiscal Impact

Contract 18813 for $294,314.07, is funded in Capital Improvements Project 92654, Upland Ave and 66th Street Playa Drainage Improvements.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution

MOU Contract No. 18813
Project Location Map
CIP 92654 - Budget Detail
CIP 92654 - 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, a Memorandum of Understanding (MOU), Contract No. 18813 for adjustment and relocation of utility poles and lines as part of the 66th Street drainage project, by and between the City of Lubbock and South Plains Electric Cooperative, Inc., and related documents. Said MOU is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.MOU-No. 18813 Utilities 66th St
4.4.25

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE CITY OF LUBBOCK AND SOUTH PLAINS ELECTRIC COOPERATIVE, INC.

This Memorandum of Understanding (the "MOU"), Contract No. 18813, is made on this _____ day of _____, 2025, by and between the City of Lubbock ("City") and the South Plains Electric Cooperative, Inc. ("SPEC"), to adjust or relocate utility poles and lines as required for drainage channel improvements as part of 66th Street Drainage Improvements (the "Project").

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

1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be from the effective date herein through final completion of the Project, not to exceed one hundred fifty (150) days.

2. SPEC RESPONSIBILITIES

SPEC shall adjust or relocate all of its utility poles and lines as required in the area depicted on "Exhibit A", attached hereto and incorporated herein, in preparation for drainage channel improvements as part of 66th Street Drainage Improvements by the City of Lubbock.

3. CITY OF LUBBOCK RESPONSIBILITIES

The City of Lubbock shall pay SPEC in amount not to exceed two hundred ninety-four thousand three hundred fourteen dollars and 07/100 ($294,314.07) for the removal and relocation by SPEC as set forth in "Exhibit B", attached hereto and incorporated herein. In the event that actual Project costs exceed costs estimated in "Exhibit B", the City and SPEC shall negotiate in good faith the amount set forth herein in order to complete the Project. Further, the City agrees to provide necessary support, permits, and assistance to facilitate completion of the Project.

4. NOTICE

A. General. Whenever notice between the parties is required or permitted by this MOU 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); (3) email; or

(4) 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. SPEC Address. SPEC address and numbers for the purposes of notice are:

South Plains Electric Cooperative, Inc.
P.O. Box 1830
Lubbock, TX 79408
Telephone: 806-783-7974
Email: bloth@spec.coop

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

City of Lubbock
Attn: John Turpin
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: jturpin@mylubbock.us
Telephone: 806-775-2342

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 MOU, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

5. NO LIABILITY

No liability will arise or be assumed between the parties as a result of this MOU. All parties to this document will act in good faith to achieve the goals of the MOU in a reasonable time frame. This MOU is a good faith expression of the intent of the Parties.

6. NO JOINT ENTERPRISE

This MOU is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

7. GOVERNING LAW

This MOU will be governed by the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this MOU shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.

8. AMENDMENTS

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 City and SPEC.

9. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the City and SPEC, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

EXECUTED as of the Effective Date hereof.

The City of Lubbock

Mark McBrayer, Mayor

South Plains Electric Cooperative, Inc.

Brandon Loth

Brandon Loth, Manager of Engineering

ATTESTED:

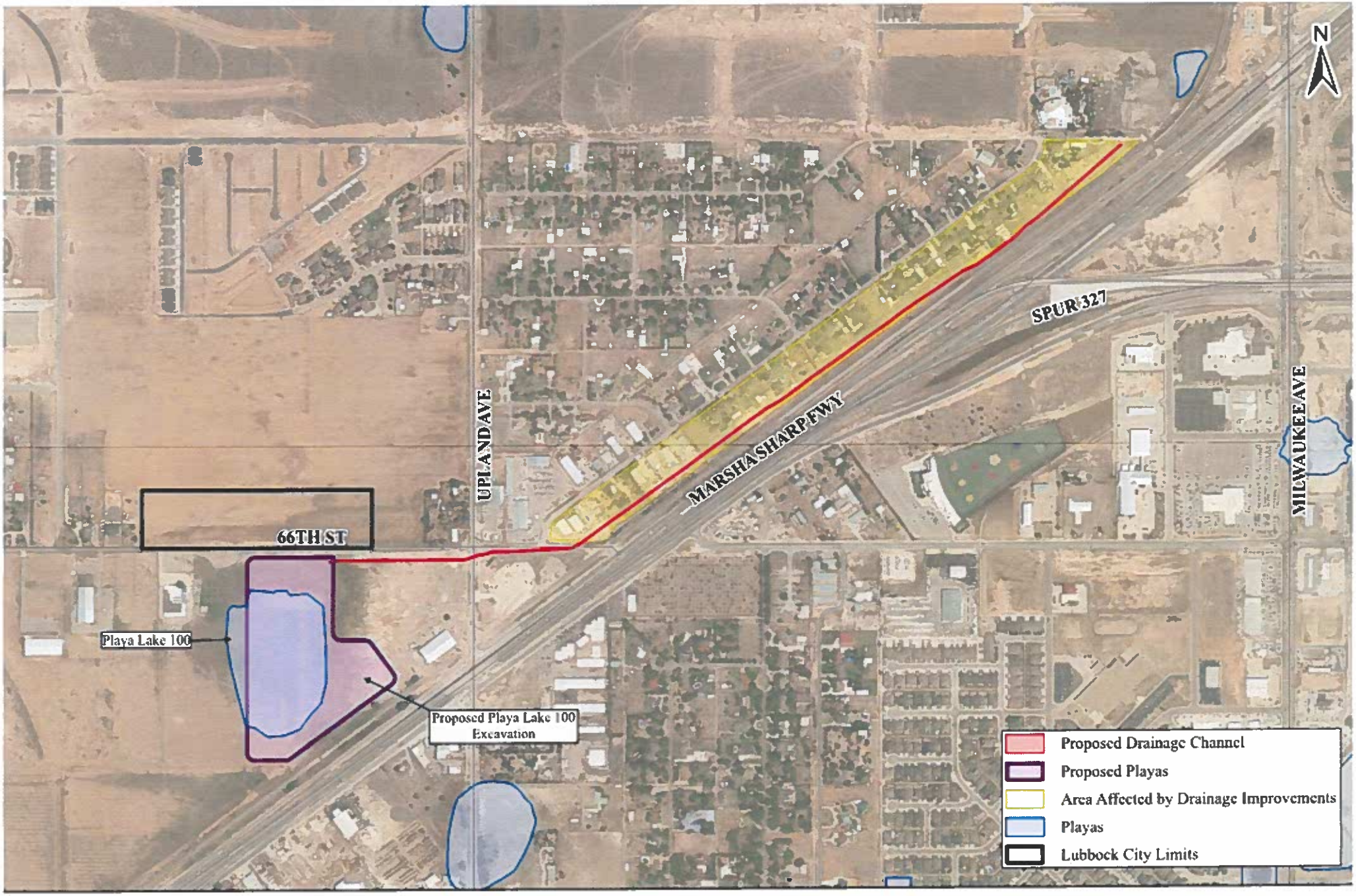
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney



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As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have be 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.

Utility Adjustments for 66th Street Drainage Improvements Contract 18813

City of Lubbock TEXAS

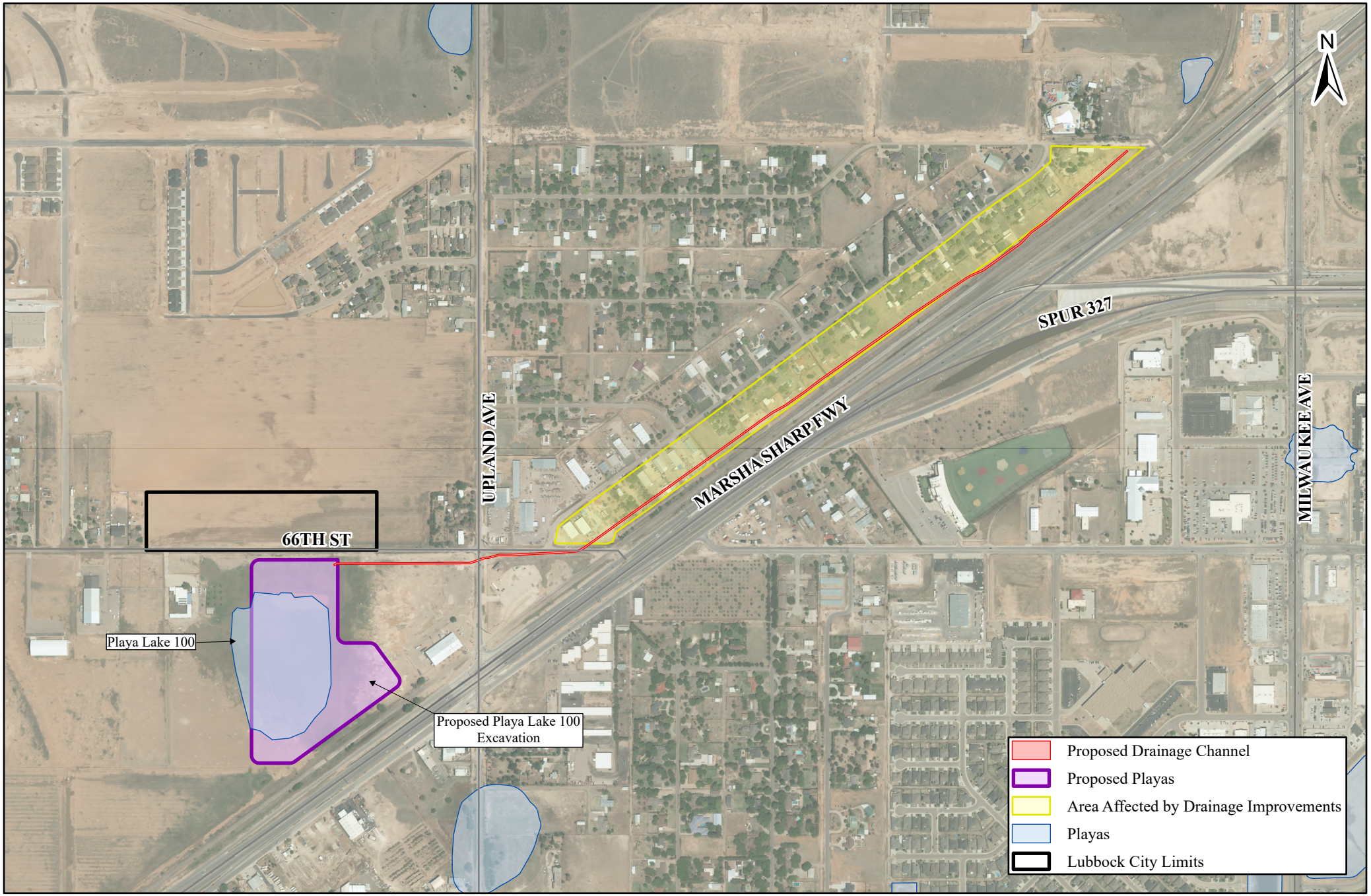
EXHIBIT A

EXHIBIT B

Utility Adjustment for 66th Street Drainage Improvements
South Plains Electric Cooperative
Estimated Costs
WO#: 56233

Certified ledger, invoices, and/or checks (as applicable) are to be provided to the City of Lubbock for payment.

Estimated Material Costs	**$**	**84,227.84**
Estimated Labor Costs	**$**	**210,086.23**
Total Estimated Project Costs	**$**	**294,314.07**



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Utility Adjustments for
66th Street Drainage Improvements
Contract 18813

City of Lubbock TEXAS

As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have be 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
April 22, 2025

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

Encumbered/Expended	**Budget**
Contract with FNI for Design Services	292,455
Land Acquisition Cost Parcel 75-A	19,950
COL Staff time	44,985
Land Acquisition Cost Parcel 74 and 74-A	574,675
Contract 18233 with FNI, construction phase services	492,003
Contract 18190 with Lone Star Dirt and Paving, Ltd.	4,302,677
Agenda Item April 22, 2025	
MOU Contract 18813 with SPEC	294,314
Encumbered/Expended To Date	6,021,059
Estimated Cost for Remaining Appropriation	
Remaining Appropriation	2,128,941
Total Appropriation	$ 8,150,000

CIP 92654 Upland Ave and 66th St Playa Drainage Improvements

Infrastructure Improvements

Project Manager: Kerry Koehler - Engineering

Project Scope

This project will over excavate an existing playa lake, southwest of the intersection of Upland Ave and 66th Street, with the outfall being channelized adjacent to 66th Street and discharging to the existing playa lake, lying northwest of the intersection of Marsha Sharp Fwy and Milwaukee Ave, via a proposed earthen channel within the existing drainage easement lying adjacent to Marsha Sharp Fwy. At the completion of the construction, the floodplain will be studied and remapped to remove homes and businesses from the floodplain in Pine Grove Estates.

Project Justification

The intersection of 66th Street and Upland Ave has historically flooded during even small rain events. Excavation of the existing playa lake, southwest of the intersection of Upland Ave and 66th Street, with channel improvements adjacent to 66th Street and within the existing drainage easement lying adjacent to Marsha Sharp Fwy will increase stormwater conveyance while reducing the runoff within the streets.

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2019-20 $300,000 was appropriated by Ord. 2019-O0129
- FY 2020-21 $1,000,000 was appropriated by Ord. 2020-O0123
- FY 2021-22 $4,000,000 was appropriated by Ord. 2021-O0126
- FY 2023-24 $2,850,000 was appropriated by Ord. 2020-O0108

Project Dates

Design / Land Acquisition Completed
Bid Date - Construction: 07/2024
Award Date for Bid - Construction: 08/2024
Project Start Date - Construction: 10/2024
Project End Date - Construction: 10/2025
LOMR Submittal Date: TBD

Project Location

Upland Ave and 66th Street

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Acquisition	$800,000	$0	$0	$0	$0	$0	$0
Construction	$7,050,000	$0	$0	$0	$0	$0	$0
Design	$300,000	$500,000	$0	$0	$0	$0	$0
TOTAL	**$8,150,000**	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Stormwater Fund Cash	$5,054,079	$500,000	$0	$0	$0	$0	$0
Stormwater Fund Bonds	$3,095,921	$0	$0	$0	$0	$0	$0
TOTAL	**$8,150,000**	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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AI# 13393
Regular City Council Meeting 6. 19.
04/22/2025:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract 18185, by and between the City of Lubbock and Rink's Lease Service, for the water line relocation ahead of Loop 88, Section 3D.

Item Summary

The Texas Department of Transportation (TxDOT) has identified the route for the proposed State Highway Loop 88 outer loop corridor. The limits of the proposed route currently encompass existing water infrastructure owned by the City of Lubbock. Pursuant to State rules and current intergovernmental agreements in effect, the City is required to relocate the water infrastructure to a location outside the proposed Loop 88 right-of-way.

The purpose of this project is to relocate an approximately 6,200 linear feet of 12-inch water line from Milwaukee Avenue to Frankford Avenue. On August 27, 2024, a unit price construction contract was awarded to Rink's Lease Service, per Request for Proposal (RFP) 24-18185-TF, with 180 calendar days of construction time.

The scope of work for Change Order No. 1 will include additional bore quantity, valves, restrained pipe, fire hydrants, and labor, to address unknown field conditions and better meet standards. The net cost of Change Order No. 1 is $134,216.50 and a 30 calendar day time extension.

Fiscal Impact

Change Order No. 1 for $134,216.50 is funded in Capital Improvement Project 92857, Loop 88, Segment 3D Water Line.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution

Change Order No. 1
Contract 18185
Location Map
CIP 92857 - Budget Detail
CIP 92587 - Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 01 to that certain Contract No. 18185 by and between the City of Lubbock and Rink's Lease Services for the water line relocation ahead of Loop 88, 3D as per RFP 24-18185-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

ccdocs/RES.ChgOrd#1 – 18185 Rink's water line relo
4.7.25

Office of Purchasing and Contract Management
Change Order

Contract No:18185	Contractor: Rink's Lease Service
Change Order No: 1	Contract Title: Water Line Relocation Ahead of Loop 88, 3D
Bid/RFP No: RFP 24-18185-TF	Project No: 92857

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

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

Changes as a result of alterations, conflicts, and differences from the plans per the following changes.

- Additional bore and casing quantity due to conflicts and new pavement installed after plans were released.
- Additional valves for constructability and providing adequate water pressure through construction.
- Remove and replace unrestrained PVC pipe in casing under TXDOT ROW with restrained PVC to meet standards.
- Change from split casing to additive casing for the PVC pipe being replaced.
- Additional fire hydrants to provide adequate coverage through the corridor.
- Added labor and materials to abandon lines under TXDOT ROW not shown in plans.

This change order will result in $134,216.50 and 30 days added to the contract.

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:		$1,185,882.50
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		$134,216.50
	COST CENTER:9241	ACCOUNT:92857	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)		11.3%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$134,216.5
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)		11.3%
G.	NEW CONTRACT AMOUNT (A+E):		**$1,320,099.00**

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 Randall Middleton, V.P. Rink's — Date: 03/25/2025

(2) Project Architect/Engineer — Date: 3/31/25

(3) Owner's Representative — Date: 04/04/2025

(4) Director of Purchasing & Contract Management — Date: 4/06/2025

(5) Capital Project Manager — Date: 4/7/25

(6) City Attorney — Date: 4-7-25

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 #: _____

Supporting Documentation

Loop 88 Water Line Relocation Overrun/Underrun Bid Form

#	Item	U/M	Unit Price	Est QTY	Estimated Extended Cost	Actual QTY	Actual Extended Cost	Explanation
1	Mobilization	LS	$ 45,000.00	1	$ 45,000.00	1	$ 45,000.00	NO Change
2	Traffic Control	LS	$ 6,000.00	1	$ 6,000.00	1	$ 6,000.00	No Change
3	SWPPP	LS	$ 7,500.00	1	$ 7,500.00	1	$ 7,500.00	No Change
4	Trench Safety	LF	$ 1.65	6640	$ 10,956.00	6120	$ 10,098.00	**UNDERRUN** - Footage on original bid form was more than footage shown on plans
5	12" C900 Open Cut	LF	$ 72.00	6198	$ 446,256.00	5507	$ 396,504.00	**UNDERRUN** - Footage on original bid form was more than footage shown on plans
6	12" C900 in Casing	LF	$ 115.00	442	$ 50,830.00	495	$ 56,925.00	**OVERRUN** - Increase footage due to increase in steel casing footage (see other explanations)
7	6" C900 Open Cut	LF	$ 66.00	58	$ 3,828.00	56	$ 3,696.00	**UNDERRUN** - Installed Footage was less than shown on plans
8	20" Casing Open Cut	LF	$ 230.00	269	$ 61,870.00	212	$ 48,760.00	**UNDERRUN** - Less footage of open cut casing due to increase in bore footage (see explanation for item 9)
9	20" Casing Other than Open Cut	LF	$ 470.00	58	$ 27,260.00	120	$ 56,400.00	**OVERRUN** - Increase in footage due to TXDOT ROW being wider than shown on plans and due to existing underground utilities in conflict with bore pits
10	24" Casing Open Cut	LF	$ 275.00	125	$ 34,375.00	50	$ 13,750.00	**UNDERRUN** - Areas shown on plans to install by open cut were not reasonable, or constructable (see CO-15 explanation for additional bid item 24" Steel Casing by other than open cut)
11	24" Split Casing	LF	$ 485.00	305	$ 147,925.00	0	$ -	**UNDERRUN** - Engineers and Rink's deemed Split Casing problematic, and unecessary due to duration of line shut down for removal and relocation of additional valves and fittings. See explanations in change order.

12	12" Gate Valve	EA	$ 6,675.00	11	$ 73,425.00	11	$ 73,425.00	**Installed Original Quantity**
13	6" Gate Valve	EA	$ 2,560.00	6	$ 15,360.00	6	$ 15,360.00	**Installed Original Quantity**
14	ARV in Manhole	EA	$ 26,300.00	1	$ 26,300.00	1	$ 26,300.00	**Installed Original Quantity**
15	Fire Hydrant Assembly	EA	$ 6,400.00	6	$ 38,400.00	6	$ 38,400.00	**Installed Original Quantity**
16	Ductile Iron Fittings	LS	$ 40,000.00	1	$ 40,000.00	1	$ 40,000.00	**Installed Original Quantity as shown on plans** (addional required fittings are included in change order)
17	Seeding	SQ FT	$ 0.50	21141	$ 10,570.50	21141	$ 10,570.50	Actual Quantity to be determined
18	Asphalt Repair	SQ FT	$ 35.00	300	$ 10,500.00	0	$ -	**UNDERRUN** - No Asphalt repair required because Engineers elected to bore newly-paved Iola Avenue rather than open cut
19	Remove Existing Waterline	LF	$ 14.50	5686	$ 82,447.00	5943	$ 86,173.50	**OVERRUN** Actual Quantity to be determined, but 5943 LF shown on plans
20	Remove Existing Hydrants	EA	$ 1,800.00	3	$ 5,400.00	3	$ 5,400.00	**Definate Quantity of 3 Hydrants to be removed**

21	Cut and Plug Existing WL	EA	$ 2,600.00	6	$ 15,600.00	0	$ -	**UNDERRUN** - No Cut and plugs installed, as all existing water line is abandoned and to be removed
22	12" x 16" TS & Valve	EA	$ 13,000.00	1	$ 13,000.00	1	$ 13,000.00	**Installed Original Quantity**
23	Connect to Existing Waterline	EA	$ 3,270.00	4	$ 13,080.00	6	$ 19,620.00	**OVERRUN** - 12" line lowering at 130th and Indiana included 2 connections to existing water lines

Notes:	**Total Original Bid**	**Total Amount of Actual Qtys w/o CO**
These Figures include invoiced, installed, and expected quantities. Also includes overruns for 12" Line Lowering at Indiana Ave	**$ 1,185,882.50**	**$ 972,882.00**
	Underrun Savings	**$ 213,000.50**

Loop 88 Water Line Relocation Proposed Change Order

#	Item	U/M	Unit Price	QTY	Extended Cost	Explanation
CO-1	Remove Existing 12" & 16" Valves, Fittings, & Fire Hydrant	EA	$ 905.00	10	$ 9,050.00	No original bid item for the removal of the valves, fittings, and fire hydrant along Frankford Ave. Some not shown on plans or specified. Removal of these items is necessary for the installation of the extended casing under TXDOT ROW. Two 16" valves and fire hydrant will be salvaged and relocated
CO-2	Remove Existing 12" & 16" PVC Stub-Outs from Existing Casing	LF	$ 21.00	150	$ 3,150.00	TXDOT requires that the abandoned PVC in Steel Casing within their ROW be removed so that the casing can be abandonded with flowfill. The two stub out lines in casing under Frankford were not shown on original plans, nor was the removal of the 12" line under 1585 called out.
CO-3	Re-Install Salvaged 16" Gate Valve and Box	EA	$ 7,420.00	2	$ 14,840.00	Original plans and bid did not include the relocation installation of the 16" valves on the North and South ends of the extended cased crossing under 130th St. It is typical and necessary to have a valve on both ends of a significant cased crossing under a TXDOT highway per City of Lubbock Standards.
CO-4	Extra 12" Ductile Iron Fittings 90° or 45° Bend	EA	$ 2,025.00	2	$ 4,050.00	Two additional 12" 90° bends were required for the redesign of the tie in to the 16" line. These are costly items since the fittings and the restraints are required to be domestic and no extra fittings were included in the original lump sum bid price (item 16).
CO-5	Remove Existing 16" PVC from Trench - 12' Cut	LF	$ 35.00	350	$ 12,250.00	16" uncased pipe must be removed from trench to allow for the installation of 24" steel casing in it's place. The depth of this pipe is substantially greater than the depth of the 12" pipe to be removed in the original bid (item 19), therefore justifying the additional bid item.

CO-6	Remove Existing 16" PVC from Existing Casing	LF	$ 27.00	391	$ 10,557.00	Existing 16" PVC in Casing must be removed so that additional steel casing can be installed. The 16" PVC will then be re-installed in the casing as one continuous string, eliminating fittings under the roadway. The existing pipe has un-restrained joints and is not usable in a steel casing per City Specifications.
CO-7	Abandon 20" or 24" Steel Casing with Flowable Fill	LF	$ 57.00	210	$ 11,970.00	Abandoned steel casings under TXDOT Roadways must be filled with flowable fill. This was not specified in original plans and the two crossings under Frankford Avenue weren't shown on plans at all.
CO-8	Install 24" Steel Casing by Open Cut	LF	$ 275.00	293	$ 80,575.00	It was decided by COL Engineers and Rink's to Install 24" Casing in a typical open cut manner to achieve a continous string rather than the split casing around the 16" PVC that was in the orignal design. Split casing was deemed to be problematic for mulitple reasons and would not result in a reliable outcome. This CO unit price is the same as item 10 in the original bid, but the significant overrun is a result of the change order and is included as such.
CO-9	Connect to Existing 24" Casing	EA	$ 1,570.00	4	$ 6,280.00	Connecting the additional casing to the existing was a separate bid item because it was a definate quantity and could be bid accurately, whereas the necessary footage of additional casing was undetermined until excavated. It was not accurate to include the connections in the price per foot of the casing.
CO-11	Install New 16" Resrained Joint C900 PVC in Casing	LF	$ 176.00	680	$ 119,680.00	City of Lubbock Specifications state that PVC in casing must be restrained joint so that it can be removed from the casing if needed and so that it won't push apart inside the casing. 16" joint restaints for regular C900 pipe will not fit inside 24" casing. Therfore, CertaLok pipe must be used. The existing PVC in casing was found to be unrestrained and couldn't be reused. This was another reason against the orignial split casing design. The end result would have been 680 LF of unrestrained PVC in casing.

CO-12	Re-Connect to existing 16" C900 PVC	EA	$ 5,850.00	2	$ 11,700.00	Item 23 in the original bid, connect to existing waterline, was shown on the plans and figured for 12" and 8" connections. 16" domestic fittings are much more costly and it is not feasible for Rink's to absorb these additional costs using the orignal bid item.
CO-13	Re-Install Salvaged Fire Hydrant w/ New Assembly***	EA	$ 7,980.00	1	$ 7,980.00	This item includes using some salvaged material along with some new material, therefore should be billed out as a lump sum assembly versus being billed as overruns on the orignial, respective items. See note at bottom.
CO-14	Install Flowable Fill in Trench	CY	$ 225.00	9	$ 2,025.00	This item was added to the change order in the event that flowable fill backfill is necessary in a part of the trench. Typically City of Lubbock bids include an overestimated amount of flowfill to cover unforseen needs, but it was not included in the original bid for this project. This item may or may not be used.
CO-15	24" Steel Casing Other Than Open Cut	LF	$ 470.00	113	$ 53,110.00	This item was not included in the original bid, but was necessary in two areas of the project where 24" casing, rather than 20", was specified by TXDOT. The steel casing under Iola Ave was shown as 47 LF installed as open cut. City of Lubbock Engineers elected not to cut the newly paved street and bore it instead. The bored footage was 53 LF and Rink's agreed to use the same unit price as 20" bore (item 9). The remaining 60 LF was installed via bore where TXDOT required steel encasement for a future drainage channel. The steel casing could not be installed via open cut due to the extremely close proximity to a large concrete power pole and the depth requirement of the casing (18 FT). The safest method without compromising the integrity of the power pole was to install the casing in bore beside the pole and extend the length of the casing to 30 LF beyond the pole so that the end of the casing could be safely excavated.

Note: ***CO-13 includes salvaged fire hydrant, new 6" Gate valve, 16" x 6" Tee, 20'	**Total CO Line Items**	**$**	**347,217.00**
	Total revised QTYs with CO	**$**	**1,320,099.00**

of 6" PVC, & all new megalugs.	**Overage From Orig Contract**	**$ 134,216.50**

Resolution No. 2024-R0384
Item No. 6.13
August 27, 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. 18185 for water line relocation ahead of Loop 88 segment 3D, Milwaukee Avenue to Frankford Avenue as per RFP 24-18185-TF, by and between the City of Lubbock and Rink's Lease Service, Inc. of Levelland, 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 August 27, 2024.

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.Public Works Contract 18185 water line relocate Loop 88
812.24

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: 07/24/2024

PROJECT NUMBER: **RFP 24-18185-TF Water Line Relocation Ahead of Loop 88 Segment 3D, Milwaukee to Frankford**

Proposal of Rink's Lease Service, Inc. (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: 165 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 180 **(to Final Completion)**

(not to exceed 165 consecutive calendar days to Substantial Completion / 180 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 **165 Consecutive Calendar Days** with **final completion** within **180 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 **$200** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$50** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

City of Lubbock, TX
Public Works
RFP 24-18185-TF
Water Line Relocation Ahead of Loop 88 Segment 3D, Milwaukee to Frankford

Rink's Lease Service, Inc. of Levelland, TX

#	Items	QTY +/-	U/M	Unit Cost	Extended Cost
General					
#1-1	MOBILIZATION	1	LS	45,000.00	45,000.00
#1-2	TRAFFIC CONTROL	1	LS	6,000.00	6,000.00
#1-3	SWPP	1	LS	7,500.00	7,500.00
#1-4	TRENCH SAFETY	6640	LF	1.65	10,956.00
#1-5	12-inch PVC C900 by Open Cut	6198	LF	72.00	446,256.00
#1-6	12-inch PVC C900 in Casing	442	LF	115.00	50,830.00
#1-7	6-inch PVC by Open Cut	58	LF	66.00	3,828.00
#1-8	20-inch Steel Casing by Open Cut	269	LF	230.00	61,870.00
#1-9	20-inch Steel Casing by Other than Open Cut	58	LF	470.00	27,260.00
#1-10	24-inch Steel Casing by Open Cut	125	LF	275.00	34,375.00
#1-11	24-inch Steel Casing (Split) by Open Cut	305	LF	485.00	147,925.00
#1-12	12-inch Gate Valve	11	EA	6,675.00	73,425.00
#1-13	6-inch Gate Valve	6	EA	2,560.00	15,360.00
#1-14	Air Relief Valve in precast vault or manhole	1	EA	26,300.00	26,300.00
#1-15	Hydrant Assembly	6	EA	6,400.00	38,400.00
#1-16	Ductile Iron Fittings	1	LS	40,000.00	40,000.00
#1-17	Seeding	21141	SQ. FT	0.50	10,570.50
#1-18	Asphalt Repair	300	SQ. FT	35.00	10,500.00
#1-19	Remove Existing Waterline and Backfill	5686	LF	14.50	82,447.00
#1-20	Remove and Dispose Existing Hydrants	3	EA	1,800.00	5,400.00
#1-21	Cut and Plug Existing Waterline	6	EA	2,600.00	15,600.00
#1-22	12" x 16" Tapping Sleeve and Valve	1	EA	13,000.00	13,000.00
#1-23	Connect to Existing Waterline	4	EA	3,270.00	13,080.00
		Total (Item 1-1 through 1-23):			$ 1,185,882.50

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

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

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

(Seal if Offeror is a Corporation)

ATTEST:

Leanna Perez

Secretary Leanna Perez

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 7/24/24
Addenda No. 2 Date 7/26/24
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 07/24/2024

Authorized Signature

Randall Middleton, Vice-President
(Printed or Typed Name)

Rink's Lease Service, Inc.
Company

PO Box 456
Address

Levelland, Hockley
City, County

Texas, 79336
State Zip Code

Telephone: 806 - 894-7415
Fax: 806 - 894-3491
Email: randall@rinksls.com

FEDERAL TAX ID or SOCIAL SECURITY No.

752260405

M/WBE Firm:

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2024-1199840

Date Filed:
08/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rink's Lease Service, Inc.
Levelland, 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.
18185
Water Line Relocation Ahead of Loop 88 Segment 3D, Milwaukee to Frankford

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Middleton, Randall	Levelland, TX United States		X
Middleton, Kip	Levelland, TX United States		X
Perez, Leanna	Levelland, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Randall Middleton, and my date of birth is [redacted].

My address is 1812 N Hwy 385 (street), Levelland (city), TX (state), 79336 (zip code), USA (country).

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

Executed in Hockley County, State of Texas, on the 12th day of August (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2024-1199840

Date Filed:
08/12/2024

Date Acknowledged:
08/14/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rink's Lease Service, Inc.
Levelland, 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.
18185
Water Line Relocation Ahead of Loop 88 Segment 3D, Milwaukee to Frankford

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Middleton, Randall	Levelland, TX United States		X
Middleton, Kip	Levelland, TX United States		X
Perez, Leanna	Levelland, 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 _____.

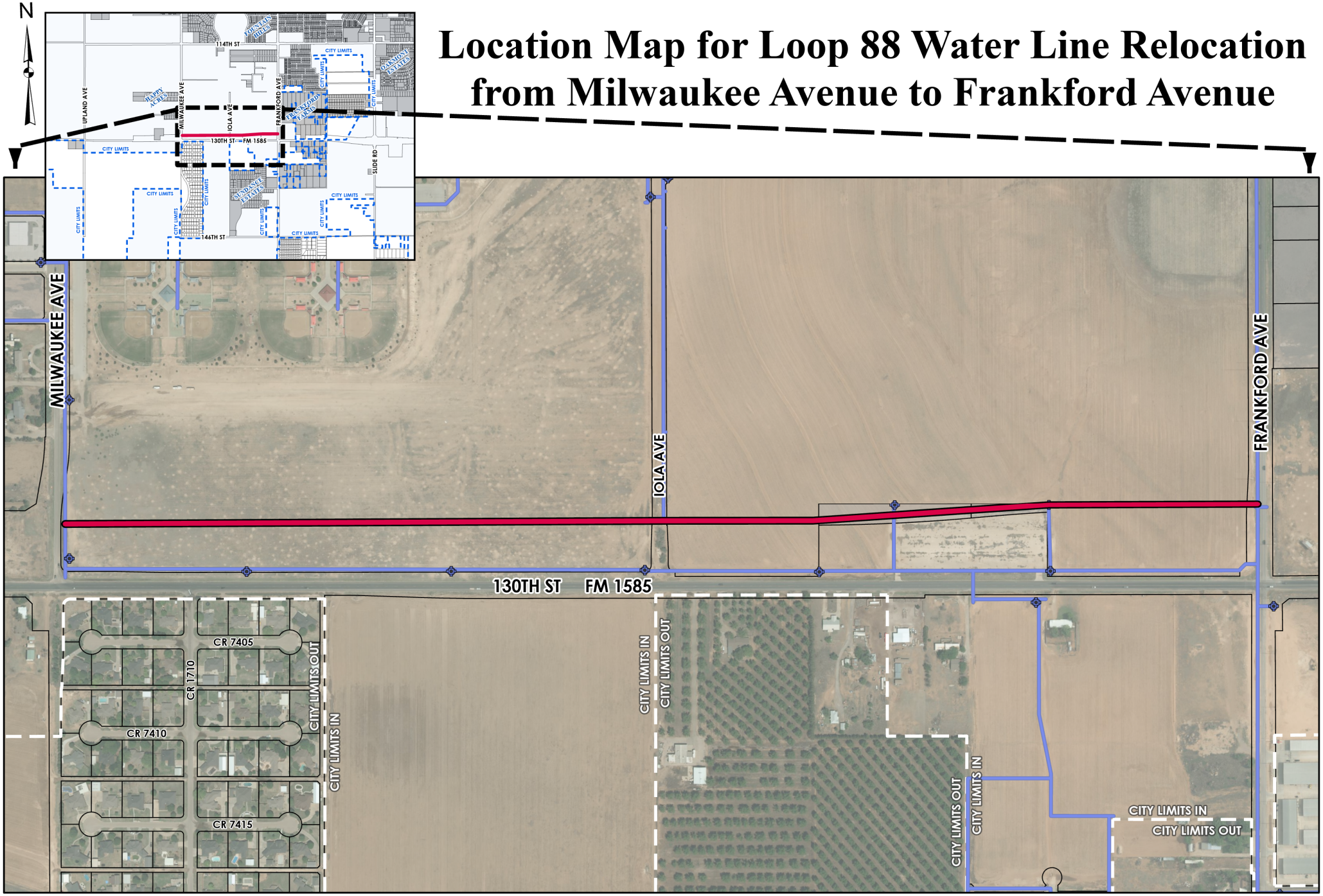
My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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)

Location Map for Loop 88 Water Line Relocation from Milwaukee Avenue to Frankford Avenue



0 1,000 2,000 3,000 Feet

Proposed Location
Current Water Mains
Fire Hydrants

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

City of Lubbock TEXAS

Digital Orthophotography - May 2023

City of Lubbock
Capital Project
Project Cost Detail
April 22, 2025

Capital Project Number:	92857
Capital Project Name:	Loop 88 Segment 3D Water Line Relocation

Encumbered/Expended	**Budget**
Water Line Easement, Parcel 2, 4 and 5 – SWLLD LLC	44,707
Water Line Easement, Parcel 1- FADEV LLC	10,628
Surveying	450
Staff Time	15,375
Water System Improvements	26,676
Advertising	333
Construction Contract 18185 w/ Rink's	1,185,883
Agenda Item April 22, 2025	
Change Order 1 - Contract 18185 w/ Rink's	134,217
Encumbered/Expended To Date	1,418,268
Estimated Cost for Remaining Appropriation	
Construction Loop 88 Segment 3D Water Line Relocation	535,135
Remaining Appropriation	-
Total Appropriation	$1,953,403

92857 Loop 88 Segment 3D Water Line

Infrastructure Improvements

Project Manager: Kerry Koehler - Engineering

Project Scope

The relocation of approximately 6,200 linear feet of 12-inch water line from Milwaukee Avenue to Frankford Avenue.

Project Justification

The Texas Department of Transportation (TxDOT) has identified the route for the proposed State Highway Loop 88 outer loop corridor. The limits of the proposed route are currently encompassing existing water infrastructure owned by the City of Lubbock. Pursuant to State rules and current intergovernmental agreements in effect, the City is required to relocate the water infrastructure to a location outside the proposed Loop 88 Right-of-Way.

Project Highlights

Council Priorities Addressed:
Growth and Development

Project History

Project Dates

Design Start: 10/2023
Design Complete: 06/2024
Bid Date: 07/2024
Construction Start: 09/2024
Construction Complete: 03/2025

Project Location

Loop 88 segment 3D

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$1,953,403	$0	$0	$0	$0	$0	$0
TOTAL	**$1,953,403**	**$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
TxDOT Participation	$1,905,154	$0	$0	$0	$0	$0	$0
Water Fund Cash	$48,249	$0	$0	$0	$0	$0	$0
TOTAL	**$1,953,403**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Powered by OpenGov

AI# 13320
Regular City Council Meeting 6. 20.
04/22/2025:

Information

Agenda Item

Resolution - Planning: Consider a resolution prescribing the type of notice to be given for a joint meeting of the City Council and the Planning and Zoning Commission, for a public hearing to consider amendments to the Unified Development Code, as provided under Section 211.007(d) of the Texas Local Government Code.

Item Summary

The City Council, by at least a two-thirds vote, may prescribe the type of notice to be given for the time and place of the jointly held public hearing with the Planning and Zoning Commission (PZC), to consider amendments to the Unified Development Code (UDC). Attached hereto is the resolution and notice. This is the same process City Council has used previously when considering amendments to the UDC. The joint public hearing will be held on May 22, 2025.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Resolution - Alternate Notice
Notice of Public Hearing
Public Hearing Notice Plan

RESOLUTION

WHEREAS, Chapter 211 of the Texas Local Government Code (the "Code") establishes municipal zoning authority; and

WHEREAS, when the governing body of a municipality changes or adopts zoning regulations and district boundaries, the governing body shall hold a public hearing regarding the regulations and boundaries being changed; and

WHEREAS, Sec. 211.007(d) of the Code authorizes the governing body of a home-rule municipality to prescribe, by the passage of two-thirds vote, the type of notice to be given for the time and place of the public hearing; and

WHERAS, Sec. 211.007(d) of the Code authorizes a joint public hearing with the Planning and Zoning Commission (the "PZC") to consider changes to, or adoption of, zoning regulations and district boundaries; and

WHEREAS, the City staff now has recommendations for amendments to the UDC; and

WHEREAS, the City Council of the City of Lubbock (the "Council") finds it to be in the public interest to conduct a jointly held hearing with the PZC for the public hearing at which both bodies will consider amendments to the UDC.

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

THAT the City is a home-rule municipality; and

THAT the Council hereby, by at least a two-thirds vote, prescribes the type of notice to be given for the time and place of the jointly held public hearing with the PZC to consider amendments to the UDC. The content of said notice, Exhibit "A", and the notice schedule, Exhibit "B" are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.UDC Amendments Notice of hearing 2025
3.10.25

NOTICE OF PUBLIC HEARING
PROPOSED AMENDMENTS TO UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Planning and Zoning Commission and City Council will hold a joint public hearing on **Thursday, May 22, 2025, at 6:00 p.m.**, at 1314 Avenue K, Lubbock, Texas, Council Chambers, to consider amending the Unified Development Code (Ordinance No. 2023-O0054) regarding proposed amendments including, but not limited to, Section 39.02.002, related to Zoning at the time of Annexation, Section 39.02.004, related to Rear Setback Requirements in the Base Residential Districts, SF-2 zoning, Maximum Building Coverage for Townhouses in the MDR District and High-Density Residential Lot Density and Dimensions, Table 39.02.006.a-3, related to Parking Requirements, Section 39.02.006.f, related to Setback Requirements, and Required Off-Street Loading Facilities in the LI Zoning District, Table 39.02.006.f-2, related to Setback Requirements, Table 39.02.006.f-3, related to Required Off-Street Loading Facilities, Table 39.02.016-1, related to Grocery Stores, Smoke Shops, Manufactured Home Subdivisions, and Cemetery/Funeral Services, Section 39.02.018, related to Smoke Shops and Alcoholic Beverages, On-Site Consumption (Nightclub or Bar), and Automobile and Related Uses, Section 39.02.019, related to Manufactured Home Parks, Smoke Shops, and Batch Plants, Section 39.02.020, related to Personal Service Home Occupations and Outdoor Storage, Section 39.02.022, related to Special Exceptions and Visibility Triangles, Section 39.02.023, related to Infill Compatibility, Table 39.03.004-2, related to the MU-6 Zoning District, Table 39.03.009-2, related to Off-Street Parking, Table 39.03.015-1, related to the MU-6 Zoning District, Section 39.03.016, related to District Bufferyards and the Composition of Bufferyards, Section 39.03.019, related to Irrigation for Required Landscaping, Section 39.03.020, related to Signs, Section 39.03.023, related to Base Residential Districts Sign Standards, Base Public & Nonresidential Districts Sign Standards, Monument Sign Side Setbacks and Setbacks from Driveways and Alleys, Wall Signs, Clearance for Wall Signs, and MU-6 Zoning District, Section 39.03.024, related to the MU-6 Zoning District, Table 39.03.029-2, related to the MU-6 Zoning District, Section 39.04.005, related to Driveway Spacing and Minimum Driveway Throat Length, Section 39.04.012, related to Public Water Systems, Section 39.04.013, related to Public Wastewater Systems, Section 39.04.019, related to Cluster Subdivisions, Table 39.07.012-1, related to Development Review Summary, Section 39.07.032, related to the MU-6 Zoning District, Section 39.07.040, related to Document Requirements for Preliminary Plats, Section 39.07.041, related to Document Requirements and Notices required on a Final Plat, Section 39.07.046, related to Parallel Construction Eligibility, Section 39.08.002, related to Nonconforming Uses, Section 39.10.002, related to the definition of Manufactured Home Subdivisions, Manufactured Home Parks, Front Lot Lines, Cul-De-Sacs, and Vertical Mixed-Use.

The adopted UDC and proposed amendments may be viewed at www.mylubbock.us/udc and are available for viewing at Citizens Tower, 1314 Avenue K, first floor, in the lobby of the Planning Department.

City of Lubbock Planning and Zoning Commission and City Council meetings are available to all persons regardless of disability. If you require special assistance or have questions regarding participating in the meeting, please contact the Planning Department at 806-775-2108 or the City Secretary's Office at 806-775-2061 or write to us at cityplanning@mylubbock.us or to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

Exhibit B

City of Lubbock UDC Public Hearing Notice Plan

Social Media: This notice will be in both English and Spanish and will be "pinned" to the top of social platforms from 4/29/2025 – 5/22/2025

- Wednesday, April 30, 2025, @ 1pm
    - Main City of Lubbock Twitter account
    - Main City of Lubbock Facebook account
    - Main City of Lubbock Instagram account
- Wednesday, May 7, 2025, @ 10am
    - Main City of Lubbock Twitter account
    - Main City of Lubbock Facebook account
    - Main City of Lubbock Instagram account
- Wednesday, May 14, 2025, @1pm
    - Main City of Lubbock Twitter account
    - Main City of Lubbock Facebook account
    - Main City of Lubbock Instagram account
- Sunday, May 18, 2025, @ 2pm
    - Main City of Lubbock Twitter account
    - Main City of Lubbock Facebook account
    - Main City of Lubbock Instagram account
- Wednesday, May 21, 2025, @ 1pm
    - Main City of Lubbock Twitter account
    - Main City of Lubbock Facebook account
    - Main City of Lubbock Instagram account
- Thursday, May 22, 2025, @ 10am
    - Main City of Lubbock Twitter account
    - Main City of Lubbock Facebook account
    - Main City of Lubbock Instagram account

Newspaper

- Will run in Lubbock Avalanche Journal
    - Monday, May 5, 2025
    - Monday, May 12, 2025
    - Monday, May 19, 2025

City's Public Access Channel (MyLBK Connect)

- Will be added to the programming and will run in rotation beginning April 29, 2025 @ 8am. This notice will be in both English and Spanish.

City's YouTube Channel & Next Door Platform

- Will be added to the City of Lubbock's YouTube channel beginning April 29, 2025 @ 8am as well as on Next Door. This notice will be in both English and Spanish.

Citizens Tower Lobby Monitor Broadcast (Skykit)

- Will be added to the programming and will run in rotation beginning April 29, 2025 @ 8am. This notice will be in both English and Spanish.

Utilities Bill Onsert (Ad space)

- Will have a printed copy of the public hearing information in every City of Lubbock Utilities bill in May 2025. This notice will be in both English and Spanish.

Web: Will add link to the notice/Unified Development Code to the City of Lubbock's homepage

- Will be added to the homepage beginning April 29, 2025 @ 8am until the public hearing on Thursday, May 22, 2025. The notice will be in both English and Spanish.

Direct Mail & Email

- Tuesday, April 29, 2025 - Will mail and/or email notices to neighborhood associations and development organizations promoting the Notice of Public Hearing.

Media Releases

- The City of Lubbock will send out media releases (in both English and Spanish) to all media partners publicizing the Notice of Public Hearing on the following dates:
    - Wednesday, April 30, 2025, @3pm
    - Wednesday, May 7, 2025, @3pm
    - Wednesday, May 14, 2025, @3pm
    - Wednesday, May 21, 2025, @3pm

Media Advisories

- The City of Lubbock will send out advisories (in both English and Spanish) to all media partners offering interview availability with City officials to promote and explain the value of the upcoming public hearing on:
    - Monday, May 12, 2025, @10am
    - Monday, May 19, 2025, @10am

Flyers

- Flyers (in both English and Spanish) of the Notice of Public Hearing will be posted at the following City of Lubbock facilities beginning April 29, 2025:
    - Citizens Tower
    - Utilities Customer Service Center
    - Libraries
    - Community Centers
    - Museums

Hard Copy of Amendments Printed and Available to the Public in Lobby of Planning Department at Citizens Tower

- Will be available beginning Tuesday, April 29, 2025 @ 8am

AI# 13375
Regular City Council Meeting 6. 21.
04/22/2025:

Information

Agenda Item

Resolution - Public Works Water Treatment: Consider a resolution authorizing the Mayor to execute Purchase Order 22105419,, with Mantech (USA), Inc., for the purchase of laboratory equipment for water treatment lab services.

Item Summary

The Water Process Control Laboratory Services of the City of Lubbock currently utilizes a MANTECH instrument to assess the levels of alkalinity and ammonia in drinking water. Compliance with regulations by the U.S. Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ), mandates that these concentrations be monitored to ensure they remain below the maximum contaminant levels established by the EPA.

The City of Lubbock is required to consistently assess contaminant levels at the water treatment facilities and within the distribution network. These samples enable plant operators to modify the treatment procedures to ensure adherence to relevant regulations.

The City of Lubbock Water Services Laboratory will employ the MT 30 Auto Titration System to track these components in both drinking water and wastewater, in accordance with Standard Methods SM 2320 B and SM 4500-NO2 B(M).

This system was procured from a sole source provider, as no alternative vendors were able to fulfill the necessary specifications.

Staff recommends approval of Purchase Order 22105419 for $53,470.

Fiscal Impact

Purchase Order 22105419,, with Mantech (USA), Inc., for $53,470, is funded in the Operating Budget for Water Process Control Laboratory Services.

Staff/Board Recommending

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

Attachments

Resolution - Mantech USA, Inc.
PO 22105419 - Mantech USA Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Sole Source Purchase Order No. 22105419 for water treatment laboratory services, by and between the City of Lubbock and Mantech (USA), Inc. of Fort Myers Beach, FL 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.Sole Source PurchaseOrd 22105419 Mantech
3.31.25

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 3/26/2025
Order Number 22105419 000 OP
Branch/Plant 6341

TO: MANTECH (USA) INC
22676 ISLAND PINES WAY UNIT #243
FORT MYERS BEACH FL 33931

SHIP TO: CITY OF LUBBOCK
WATER TREATMENT PLANT
6001 N GUAVA AVE
LUBBOCK TX 79403

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY:_____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 3/26/2025 Freight .
Requested 7/31/2025 Taken By A ESPARZA
Delivery PER R MARTINEZ REQ. 62908 PUR-2025-18729 SOLE SOURCE

If you have any questions about this order, please contact Renata Martinez at 806-775-2611 or via email at RMartinez@mylubbock.us.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2nd MT30 system	1.000	53,470.0000	EA	53,470.00	7/31/2025

Terms NET 30

INSURANCE REQUIRED:

Total Order 53,470.00

Commercial General Liability: $1,000,000 occurrence / $2,000,000 aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).	**Additional Policies:** Automobile Liability Requirements: $1,000,000 occurrence is needed Professional Liability Requirements: $1,000,000 occurrence / $2,000,000 aggregate is needed Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.. Employer Liability ($1M) is required with Workers Compensation.
*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.	

This purchase order encumbers funds in the amount of $53,470.00 awarded to Mantech (USA), Inc. of Fort Myers Beach, FL, on _____. The following is incorporated into and made part of this purchase order by reference: Quote dated February 05, 2025, from Mantech (USA), Inc. of Fort Myers Beach, FL, and Sole Source.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

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

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

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

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

MANTECH
OPTIMIZE YOUR RESULTS. PROTECT OUR ENVIRONMENT.

City of Lubbock (Water Treatment Laboratory) - 2nd MT30 System - Alkalinity & Ammonia

Quotation #20250205-143239004
Quotation Date: February 5, 2025
Expiry Date: March 31, 2025
Currency: USD

Customer
City of Lubbock (Drinking Water Laboratory)
6001 N Guava Ave
Lubbock TX 79403
United States

Contact Information
Neal Stone
nstone@mylubbock.us
8067752625

Comments

Quotation for a MANTECH MT30 system for automated analysis of ammonia and alkalinity. Includes automated system components, AutoMax401 autosampler with 32x125mL sample positions, a dynamic flowing rinse station and accessories.

Accumet NH3 Electrode is included on quotation.

PC with WIN 10 or 11 Pro OS required for operation can be sourced through MANTECH or separately.

Claudia Perschke - Mantech

Products & Services

Part Number	Description	Quantity	Price
MANTECH US & Canada Note	MANTECH designs and manufactures all systems from end-to-end in Guelph, ON Canada. To mitigate global supply chain challenges, >80% of our raw materials are sourced from North America.	1 x $0.00	$0.00

Part Number	Description	Quantity	Price
MANTECH Manufacturing Note	MANTECH develops and manufactures all hardware and software as a single source provider. There is no integration of other brands enabling complete audit trail and viewing in real time the titration curves, calibration curves, raw data, final results, etc.	1 x $0.00	$0.00
PCM-MT30-AM401	MT30 Automated Analysis System with AutoMax401 Sampler. Includes software, MiniHub, stirrer, IntelliRinse station with IntelliPump, accessories. Order rack, application add-ons, and hardware add-ons separately.	1 x $33,160.00	$33,160.00
MANTECH Pro Software Note	MANTECH designed, MANTECH Pro software can send email alerts, customize shortcut buttons, import and export to LIMS, and more. Multitasking capabilities allow analysts to add priority rush samples, view live titration plots and search previous results while the analyzer is in operation.	1 x $0.00	$0.00
AutoMax 400 Autosamplers Note	The next generation AutoMax 400 autosamplers are designed and manufactured by MANTECH. Featuring enhanced precision, minimal maintenance with self-lubricating sealed axes, they are so quiet you don't know it's running if you're not looking at it. The AM400's have the advantage of common IP connected controllers for each axis communicating intelligently with the MANTECH software applications, and a universal power supply.	1 x $0.00	$0.00
MANTECH IntelliRinse Note	MANTECH's IntelliRinse™ dynamically delivers rinse water via a software-controlled peristaltic pump to a rinse station cleaning probes in between samples until a set value is achieved - eliminating risk of cross contamination.	1 x $0.00	$0.00
PC-AM400-125	Rack for 32x125ml sample cups for AutoMax400 series samplers.	1 x $2,380.00	$2,380.00
PCA-2000-1032	Alkalinity titration method add-on. Includes 100,000 step Ethernet/IP buret drive, 25mL buret, pH electrode and accessories. Complete software control and audit trail, titrant tracking, lot #, standardizations, ChemVerify, connection confirmation and more. Alkalinity method includes speciation, therefore, 5 different results PLUS low alkalinity calculations from one sample with MANTECH logic.	1 x $10,310.00	$10,310.00

Part Number	Description	Quantity	Price
PCE-86-NH4005	Accumet Brand Ammonia ISE electrode, 6' cable, BNC, Gas Sensing	1 x $3,570.00	$3,570.00
PCA-2000-1057	Temperature probe add-on for temperature measurements and compensation of pH. Includes thermistor and adapter to connect directly to USB port on computer. MANTECH Pro software includes AutoCal feature it.	1 x $704.00	$704.00
PCE-83-EX1000	3' Extension Cable for BNC Connector.	1 x $87.00	$87.00
PCH-4000-186	IntelliPump: Variable Speed Peristaltic Pump for Reagent Addition. Flow Rates Between Approximately 12.5 to 250ml/min. Smart Software and manual control including bi-directional communication and direct RPM control, forward and reverse, via the software and Smart Calibration. Includes pump, tubing, bottle, and accessories.	1 x $3,260.00	$3,260.00
MANTECH Support Note	MANTECH has a team of Technical Representatives conveniently located throughout the US and Canada to strengthen our commitment to provide our valued customers with quick and quality sales and service assistance.	1 x $0.00	$0.00
INSTALLATION/TRAINING-On-Site-MT/BOD/MO	On-site installation and training per system. Factory-trained MANTECH representative(s) to visit customer site for installation of MANTECH equipment, run samples and user training for customer staff. Includes all travel and lodging expenses for MANTECH representative(s) for the duration of the site visit. Overview of training agenda includes: • Hardware overview • Sample analysis • Calibrations and quality control • Software control and configuration • Maintenance and troubleshooting	1 x $6,670.00	$6,670.00
MANTECH Pro PC Requirement Note	MANTECH Pro Software requires a PC with Windows 10 or 11 Pro OS i5 processor for operation which can be sourced through MANTECH or separately.	1 x $0.00	$0.00

Discount	($6,671.00)
Total (taxes not included)	$53,470.00

This quote expires on March 31, 2025

Purchase terms

NET30

ETA 90-120 Days
MANTECH's estimated delivery for new analyzers is 90-120 days after receipt of order. During the preparation of any order, items outside the control of MANTECH can cause unexpected delays. MANTECH is mitigating this by increasing our inventory levels and the release of new products that have raw material supplies in North America. MANTECH has also released in 2021 new hardware and software that ensures all major components are developed/manufactured by MANTECH end to end. This includes MANTECH Pro software, BOD Pro software, intelligent pumps/hubs and intelligent robotic autosamplers.

Shipping
Shipping charges will be prepaid and added to the invoice unless shipped collect. Charges will not exceed $1,500 per pallet.

Warranty
MANTECH Instruments are warrantied for a period of one year (unless otherwise specified) from the date of shipment. This warranty covers defects in material and workmanship (parts and labour), under normal installation, use and maintenance, within the region of installation, as described in the operator's instructions. Please refer to the user's manual. This warranty does not cover Computer products, YSI branded products, PRO Scientific Homogenizers, non-MANTECH branded electrodes/probes, parts, consumables, expendable items or items with physical damage. Warranty/service for items not covered are to be handled direct by the endusers through the manufacturer or the local distributor.

Beyond MANTECH's standard warranty, single and multi-year extended warranty and preventative maintenance services are available at anytime. For more information, contact your regional Technical Representative or service@mantech-inc.com.

Taxes not included.

Questions? Contact me

Claudia Perschke
cperschke@mantech-inc.com
+15197634245 ext 263

Thank you for your interest in MANTECH products. Please refer this quotation when placing your order and email orders@mantech-inc.com. When placing order please provide tax identification number.

MANTECH (USA) Inc.
22676 Island Pines Way, Unit 243
Fort Myers Beach, FL 33931
FID# 20-2781339
DUNS# 556608177

PAYMENT INFORMATION:

USD Funds - ACH
Account Name: MANTECH
TD Bank, 2035 Limestone Road, Wilmington, DE 19808
Routing: 026013673 Account: 4308894206

Please email remittances to accounting@mantech-inc.com.

View MANTECH's terms and conditions here.

AI# 13401
Regular City Council Meeting 6. 22.
04/22/2025:

Information

Agenda Item

Resolution - Public Works: Consider a resolution authorizing the Mayor to execute Service Contract 18100 with Ceres Environmental Services, Inc., for debris management during Federal Emergency Management Agency-activated/qualifying reimbursement events.

Item Summary

Disasters, both natural and man-made, have become increasingly frequent and devastating. Local governments, which are often the first responders to emergencies, must be prepared to act swiftly and effectively to protect public safety, public health, restore infrastructure, and ensure the continued well-being of our community. A critical component of disaster preparedness and response is having pre-event contracts in place with qualified contractors for disaster recovery and debris removal services.

This pre-event contract ensures we are ready to respond to any disaster, reduce the financial burden of recovery, and ultimately create a more resilient and sustainable community, by having contractor experts ready and available outside the Lubbock area. The contract allows our Emergency Operations Center to have faster response times, enhanced coordination with debris management experts, compliance with Federal Emergency Management Agency (FEMA) regulations and the ability to gain FEMA reimbursements for all FEMA-activated emergencies in our City.

The City issued a Request for Proposals (RFP) for debris management during FEMA-activated/qualifying reimbursement events.

In response to RFP 25-18100-TF, five contractors submitted proposals which were evaluated by City staff using the following criteria:

- Experience - 20 points
- Availability - 10 points
- Project Understanding & Technical Approach - 25 points
- Typical Debris Management Site Safety Pland & Operationsl Plan - 15 points
- References - 10 points
- Safety - 5 points
- Cost - 15 points

The Evaluating Committee arrived at the following scores.

Contractor	Total Points out of 100

Ceres Environmental Services, Inc., Houston, Texas	93.54
CrowderGulf, LLC, Mobile, Alabama	84.25
CTC Disaster Response, Inc., Topeka, Kansas	82.56
Aftermath Disaster Recovery, Inc., Prosper, Texas	76.49
Looks Great Services of MS, Inc., Columbia, Mississippi	73.58

Staff recommends award of Contract 18100 to the highest ranked proposer, Ceres Environmental Services, Inc., of Houston, Texas.

Ceres Environmental Services Inc. of Houston, Texas is selected as the primary contractor by the City of Lubbock, to provide debris management services.
CrowderGulf LLC of Mobile, Alabama, is selected as the secondary contractor by the City of Lubbock, to provide debris management services..

Fiscal Impact

There is no fiscal impact on this pre-event contract unless we are activated for an emergency event. Having the pre-event contract allows the City to be reimbursed during FEMA activations for services rendered.

Staff/Board Recommending

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

Attachments

Resolution - Ceres Environmental

Contract

Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 18100 for debris management during FEMA activated/qualifying reimbursement events as per RFP 25-18100-TF, by and between the City of Lubbock and Ceres Environmental Services, Ins. of Houston, TX, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.ServiceContract 18100 Ceres Environ debris management
3.10.25

Contract 18100

City of Lubbock, TX
Debris Management during FEMA Activated/Qualifying Reimbursement Events
Agreement

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2025** ("Effective Date") by and between **Ceres Environmental Services, Inc.** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 25-18100-TF, Debris Management during FEMA Activated/Qualifying Reimbursement Events and

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Debris Management during FEMA Activated/Qualifying Reimbursement Events, upon terms and conditions maintained in this Agreement; and

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

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

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

Scope of Work

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

Article 1

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

1.2 Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate. Further, if the Contractor can provide

documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period. If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

1.3 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

1.4 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 goods or 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 goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

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

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

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

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

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

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

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

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

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

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

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

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

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

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

2.15 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be

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

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

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

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

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

2.20 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent

acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

-----INTENTIONALLY LEFT BLANK-----

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

CITY OF LUBBOCK

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM

_____
Kelli Leisure, Senior Assistant City Attorney

CONTRACTOR

BY: _____
Authorized Representative

TIA LAURIE, CORPORATE SECRETARY
Print Name

6371 Business Boulevard SUITE 100
Address

SARASOTA, FL 34240
City, State, Zip Code

EXHIBIT A

I. RFP OVERVIEW

A. GENERAL INFORMATION

The City of Lubbock ("City") is accepting proposals from qualified firms ("Respondents") to establish a Standby Contract or Contracts for Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal. The City may, at its sole discretion, recommend primary, secondary and tertiary contracts to ensure that the City will have support in the event of an emergency. Services will not be authorized until such time as a Notice to

Proceed has been issued; typically, in response to a natural or man-made disaster. Respondents selected for award recommendation will report to the Division Director of Public Works or his designee.

In these documents, "Respondent" will refer to the firms who submit a response to this RFP. Respondents selected for a contract award will then become "Consultants" or "Providers". The terms "Consultant" and "Provider" are used interchangeably in these documents and mean the same thing. A complete list of definitions is included in Section II of this RFP.

B. ABOUT THE CITY OF LUBBOCK

The City is located in the heart of the West Texas panhandle. It was established in 1890 and is 143.26 square miles in size. It is considered to be the Hub City of West Texas and is only bordered currently by Wolfforth Texas. The City has 265,000 permanent residents and is also home to Texas Tech University, Lubbock Christian University, University Medical Center and Covenant Health Systems. The City is on a grid system, with varying house sizes, and some mature trees. The City is mostly surrounded by agriculture and flat lands.

An Interactive map of the City and its parks, schools, and other key features is located here:

https://ewebmap.ci.lubbock.tx.us/Parcelviewer/

The City's weekly refuse and recycling collection is primarily taken to the West Texas Regional Disposal Facility. The City also uses the Caliche Canyon Landfill as a deposit site for non-putrescible waste.

The City currently does not have any Debris Management firms under contract. The City does plan to engage firms for the purpose of overseeing the compliance and documentation of the debris collection process in the event of a major disaster so that the City could be eligible for reimbursement from FEMA.

D. EVALUATION CRITERIA & SELECTION PROCESS

Proposals will be reviewed and scored based on the following criteria in order to obtain the Best Value for the City:

Criteria	Max Points
Experience Includes the experience of the firm and the proposed personnel. Also includes licenses and certifications.	20
Availability Plan for fulfilling Lubbock contract simultaneously with other contractual obligations	10
Project Understanding and Technical Approach	25
Typical Debris Management Site Safety Plan and Operational Plan	15
References	10
Safety	5
Cost	15
TOTAL	100

Once each proposal has been reviewed and scored, the City may at its sole discretion:

- Choose to interview one (1) or more Respondent(s),
- Begin contract negotiations without conducting interviews, or
- Reject any and all proposals and re-bid this project

The City may recommend an award to a primary, secondary or tertiary respondent whose proposal offers a Best Value to the City. City Council approves all award recommendations. Council typically meets on the first and third Tuesday of each month.

E. PROPOSAL FORMAT

All proposals must include the following items, in the order listed below:

1. Corporate Information

Provide a brief introductory letter describing the Responding firm. Identify the person who will be the point of contact during the RFP process if a Respondent is a corporation, the corporation must be certified with the Texas Secretary of State and have a corporate status in good standing. In the case of out-of-state corporation, respondent must present evidence of authority to do business in Texas. Respondents must provide evidence to either condition here.

2. Project Understanding and Technical Approach

Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Respondent will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach must also outline the following:

- Ability to manage activation of multiple contracts
- Ability to work with a debris monitoring firm (provide references of firms Respondent has worked with)
- Mobilization and demobilization plan

3. Contractual Obligations

Describe how the Respondent intends to maintain its capability, capacity, and availability of forces to respond if activated by the City following a disaster. Knowing that the Respondent may have similar contracts in other geographic areas, describe how Respondent will satisfy all contractual obligations for the City of Lubbock simultaneously with other obligations.

4. Personnel

Provide a list of current personnel that would be assigned to the City in the event of contract activation. The list must include but is not limited to:

- Contact persons, including telephone numbers and e-mail address
- Project manager – must have a minimum of five years' experience in disaster recovery
- Operations manager – must have a minimum of three years of experience in disaster recovery
- Any Other key personnel assigned to this contract

Please provide resumes for the project manager, operations manager, and other key personnel.

Changes to the list of personnel that are provided with this proposal must be communicated to the City at the time of an event and are subject to approval by the City. The City also reserves the right to request the substitution of any personnel as the City deems necessary.

5. Licenses and Certificates

List any licenses or certifications related to the scope or work described in this RFP. State if the Respondent does not have any related or applicable licenses or certifications.

6. Typical Debris Management Site (TDMS) Safety Plan and Operational Plan

Provide a description of the firm's typical TDMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the City and are subject to City's approval. The City also reserves the right to request changes to the Respondent's site safety plan or operational plan. Include:

- Plan details associated with your presence on-site during debris accumulation and transport
- Your typical commitment – twenty-four hours a day for seven days, Monday through Friday between business hours, etc.
- Your firm's plan to work with a debris monitoring firm

7. Exhibit A - Cost Worksheet – included in these documents

8. Exhibit B - Required Forms – included in these documents.

This section includes forms that are required by federal, state, and local agencies. Please complete the forms in this section and return them with your proposal.

II. INTENT

The Post Disaster Debris Hauling Services Contract will encompass the incorporated areas of the City. The City's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a tornado, or other natural or man-made hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property and right-of-way throughout the City using City-owned and Respondent forces.

The City has identified the need for one or more Respondents to assist City forces in completing debris management operations throughout the City. For the purpose of this contract, Respondents must have the capacities to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial City payment and between subsequent payments, as well as the capacities to provide the necessary bonds and insurance. **Each Respondent must also have: (1) an established management team, (2) an established network of resources to provide the necessary equipment and personnel, (3) comprehensive workforce management, operations, and safety plans, and (4) demonstrable experience in major disaster recovery cleanup projects.**

The Contract(s) to be awarded for this project will be a combination of fixed fee and contingency contracts. The City anticipates a certain level of initial work to establish the procedures for integrating the work into the City's continuing disaster recovery program planning, along with potential costs for

maintaining the program over a period of time. The City anticipates that the bulk of the services will be provided on an incident specific basis with anticipated costs identified by a joint City/Respondent team as part of the initial program planning.

The Successful Respondent will serve as a general contractor for the purpose of the specified services and will be able to use his/her own and Sub-Consultant/Provider resources to meet the obligations of the contract. The Respondent will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable. When a major disaster occurs or is imminent, City will contact the firm(s) holding the Disaster Debris Removal Contract(s) to advise them of the City's joint or individual intent to activate the contract.

Notice to Proceed ("NTP")

The City shall issue official written notice to proceed for the services referenced in this contract. Notice to proceed shall be sent via electronic transmission (facsimile, e-mail, etc.). If the Respondent's authorized representative is on site in the City, then the written notice to proceed may be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the written notice to proceed has been sent and received by the Respondent(s). The Respondent(s) must acknowledge receipt of the written notice to proceed.

Changes in Scope of Work

The City's Executive Policy Group, City's Director of Emergency Management, City's Division Director of Public Works, or their designee(s) may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

Drug Free Workplace

In the interest of job safety and to protect the public, other contractors and the City's employees, the respondent certifies by submission of its proposal that it will make a good faith effort to maintain a drug-free jobsite.

Mobilization

Within 18 hours of notice to proceed from the City, the Respondent will mobilize an Operations Manager to the City of Lubbock. The Operations Manager will assist the City in planning for the operation and mobilization of Respondent personnel and equipment necessary to perform the work. If the Respondent does not send an Operations Manager within 18 hours after the NTP by the City, the City may then go to the next RFP-approved Respondent for their services instead of using the first Respondent.

Within 36 hours of notice to proceed from the City, the Respondent will mobilize equipment and resources in the City to begin debris removal operations as directed by the City's Executive Policy Group, City's Director of Emergency Management, City's Division Director of Public Works, or their designee(s). As part of the Respondent's mobilization effort the Respondent will provide an on-site office trailer for the duration of the project or as directed by the City.

Safety

The Respondent(s) shall be solely responsible for maintaining safety at all work sites including TDMS and debris collection sites. The Respondent(s) shall take all reasonable steps to insure safety for both workers and visitors to TDMS and debris collection sites. Safety at TDMS and debris collection sites includes traffic control such as traffic cones and flag personnel. The Respondent(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract. See Section V – Safety in these documents for more details.

On-Site Project Manager

The Respondent(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Coordinators and/or City authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the City Debris Coordinators. The Respondent(s)' project manager must be available 24 hours a day, or as required by the City Debris Coordinators.

Traffic Control

The Respondent(s) will mitigate the impact of their operations on local traffic to the fullest extent practical. The Respondent is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMS and debris collection sites. The Respondent will provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Respondent. No further work shall take place until the deficiency is corrected. City Debris Coordinators will not sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Respondent for traffic control is an overhead expense contemplated as part of the Respondent's compensation under the terms and conditions of scope of services.

Rapid Response Crew

Respondent will be required to provide the City with access to one or more Rapid Response Crews ("RRC") as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Coordinators. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall recovery.

Work Hours

The Respondent will conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Respondent. Unless otherwise directed, the Respondent must be capable of conducting volumetric reduction operations at TDMS locations on a 24 hour, 7 days a week basis.

Costs

All costs associated with all services performed will be the responsibility of the Respondent including but not limited to: labor, equipment, transportation, communications, logistical support such as lodging, meals, and other necessary support services, temporary office space, etc.

Time of Completion

The services shall commence upon written notice to proceed from the City's Executive Policy Group, City's Director of Emergency Management, City's Division Director of Public Works, or their designee(s). For each event in which the contract is activated the City and the Respondent will develop a project completion date. The project completion date may be revised if mutually agreed upon by the City and the Respondent.

Liquidated Damages

Should the Respondent fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore the Respondent shall pay the City, as liquidated damages, the following:

1. The Respondent shall pay the City, as liquidated damages, $5,000.00 per calendar day of delay to mobilize in the City with 50% of the resources required to begin debris removal operations, within 36 hours of notice to proceed.

2. The Respondent shall pay the City, as liquidated damages, $5,000.00 per calendar day of delay to mobilize in the City with 100% of the resources required to begin debris removal operations, within 72 hours of notice to proceed.

3. The Respondent shall pay the City, as liquidated damages, $1,000.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final

Disposal Site. Application of liquidated damaged does not release the Respondent of all liability associated with hauling and depositing material to an unauthorized location.

4. The Respondent shall pay the City, as liquidated damages, $500.00 per incident where the Respondent fails to repair damages that are caused by the Respondent or subcontractor(s). Application of liquidated damages does not release the Respondent from the responsibility of resolving or repairing damages.

5. The Respondent shall pay the City, as liquidated damages, $500.00 per calendar day of delay to complete the project by the agreed upon project completion date.

6. The Respondent shall pay the City, as liquidated damages, $500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by the City and Respondent per DMS.

7. The Respondent shall pay the City, as liquidated damages, $100.00 per incident where the Service Provider fails provide sufficient documentation to the City to support FEMA eligibility of the work performed. Additionally, no payment will be made for the work performed. This liquidated damage will only apply when the contract is activated for a FEMA eligible disaster.

8. The Respondent shall pay the City, as liquidated damages, $500.00 per calendar day where the Respondent fails provide the required Daily Reports and/or Weekly Summaries.

9. The Respondent shall pay the City, as liquidated damages, $100.00 per incident and per vehicle where the Respondent violates roadway load rating restrictions provided by the City Debris Manager. The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Respondent to complete requirements set forth in the scope of work.

Damages

The Respondent will repair any damages caused by the Respondent's equipment or work in a timely manner at no expense to the City. If there is disagreement between a resident and Respondent as to the repair of damages, the City will decide and make the final determination on the repair. Any damages to private property shall be repaired at the Respondent's expense. Failure to restore damage to public property or private property to the satisfaction of the City will result in the City withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the City deems the Respondent negligent in management practices, the City may withhold from retainage money or invoice the Respondent for time and material costs associated with resolving issues or damages related to the Respondent's work.

Existing Utilities

Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Respondent's responsibility to

coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water, sewer and gas). The Respondent will pay all such costs to the utility company for any adjustments. The City may choose either to have the Respondent make the necessary repairs or have the Respondents pay all costs incurred to repair damaged utilities that are a result of the Respondent, as determined by the affected utility company. Repairs to all municipal and privately-owned utilities shall be made by the Respondent.

Ownership of Debris

All debris residing in the City ROW and City provided TDMS shall be the property of the City until final disposal at a properly permitted disposal site.

Environmental Protection

Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Respondent must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

Respondent and subcontractors shall not perform maintenance on over-the-road equipment at TDMSs. Maintenance of equipment that typically remain at the TDMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the TDMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

Respondent shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Coordinators. Respondent will comply in a timely manner with all directions of the City Debris Coordinators regarding the use of a water truck or other approved dust abatement measures.

Respondent will comply with all federal, state and local laws, rules, regulations and ordinances regarding environmental protection.

Respondent will immediately report and document all incidents to the City Debris Coordinators or the authorized representative that affect the environmental quality of TDMS such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Respondent must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

Payment

The City or its authorized representative will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Consultant or Provider(s) will be provided with copies of this documentation. These documents will be used by the Consultant or

Provider as backup data for invoice submittals. Work not ticketed or not authorized by the City will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed.

Tickets missing loading address, truck number, certified capacities, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.

If requested with written approval by the City, private property debris removal operations will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type:

> (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.).

Invoices shall be submitted to the City's authorized representative on a bi-weekly basis. All invoices must be submitted in electronic copy (Microsoft Excel format) of the invoice detail. Contact information to send email electronic invoices will be provided at the time of event. The City will pay invoices on a monthly basis.

The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only 100 percent accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.

A 5 percent retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Respondent must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. The respondent will provide a notarized statement that all sub-contractors have been paid in full prior to payment of the retainage. Portions of the retainage may be held by the City to repair damages caused by the Respondents to public or private property.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

The Respondent is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Respondent shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release. Payment for disposal cost incurred by the Respondent at the City approved Final Disposal Sites will be made at the cost incurred by the Respondent. The Respondent must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City approved Final Disposal Site, and proof of Respondent payment to the City approved Final Disposal Site.

Respondent must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Coordinators. The final invoice must

be marked "FINAL INVOICE" and no additional payments will be made after the Respondent's final invoice.

When this contract is activated for an event funded by state or federal funds, the Respondent will comply with all requirements of the state or federal government applicable to the use of the funds. Additionally, when this contract is activated for an event funded by state or federal funds, the City will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA), unless the City otherwise agrees in writing.

The Respondent will provide and retain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven years following receipt of final payment for the services referenced herein.

III. DEFINITIONS

Definitions are provided for those terms listed below. In this section, "Consultant" and "Provider" are used interchangeably and refer to the Respondent(s) selected for a contract award.

1. Agreement Execution – The date on which Consultant or Provider executes and enters into an Agreement with the City to perform the Work for each of the four cities.
2. Agreement Price – The total monies, adjusted in accordance with any provision herein, payable to the Consultant or Provider under this Agreement.
3. Authorized Representative – City employees and/or contracted individuals designated by the Director of Emergency Management or his designated staff contact.
4. Chipping or Mulching – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
5. Cleanup Crew – A group of individuals and/or an individual working for the Consultant or Provider collecting disaster debris.
6. Consultant – the firm selected for the award of this contract. Also "provider". The party or parties contracting directly with the City to perform Work pursuant to this Agreement.
7. Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include: Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way. Debris removal must be the legal responsibility of the applicant. Debris must be a result of the major disaster.
8. Contract – The Agreement Documents specifically identified and incorporated herein.
9. Contract Time – The period of time stated in this Agreement for the completion of the work.
10. City – The City of Lubbock, Texas.

11. City Approved Final Disposal Site – A final disposal location approved in writing by the Director of Emergency Management or his designated representative.

12. Debris – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.

13. Debris Clearance – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

14. Debris Monitoring – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for federal or state grant reimbursement.

15. Debris Removal – Picking up debris and taking it to a temporary or final debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. Debris Removal Consultant/Provider – Also referred to as the "Consultant or Provider" in this document, conducts debris removal operations per the terms of the contract. Term includes primary Consultant/Provider(s), sub-consultant/Providers and individual crews.

17. Demobilization – Following the completion of services provided under the resulting contract, the Consultant or Provider will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Consultant or Provider will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

18. Demolition – The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

19. Department – The Director or designee of requesting department(s) named in this solicitation.

20. Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

21. Drawings - Collectively, all the drawings, receipt of which is acknowledged by the City, listed in this Agreement, and also such supplementary drawings as the Consultant or Provider may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

22. Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the City to the Consultant or Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, Public Assistance guidelines, guidance documents and disaster specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

23. Executive Policy Group- a policy group comprised of senior leaders and executives of the City of Lubbock.

24. Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

25. E-Scrap – End of life electronics, typically televisions, computers and related components.

26. FEMA Publication 325 – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the Framework for the debris removal process authorized by the Stafford Act including: Eliminating immediate threats to lives, public health and safety. Eliminating immediate threats of significant damage to improved public or private property. Ensuring the economic recovery of the affected community to the benefit of the Community-at-large.

27. Field Inspector – Monitor or the City's selected Debris Monitoring Firm representative.

28. Force Account Labor – Labor performed by the applicant's permanent, full time or temporary employees.

29. Garbage – Waste that is regularly picked up by an applicant. Common examples of garbage are food and other putrescible waste, packaging, plastics and papers.

30. Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

31. Hazardous Hangers – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

    - The limb must be greater than two inches in diameter;
    - The limb must be suspended in a tree and threatening a public-use area; and
    - The limb must be located on improved public property.

32. Hazardous Leaners – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

    - The tree has more than 50 percent (50 %) of the crown damaged or destroyed (requires written documentation from an arborist).
    - The tree has a split trunk or broken branches that expose the heartwood.
    - The tree has fallen or been uprooted within a public use area.
    - The tree is leaning at an angle greater than 30 degrees.

33. Hazardous Stump - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The stump has 50 percent or more of the root-ball exposed.
- The stump is greater than 24 inches in diameter when measured 24 inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

34. Household Hazardous Waste (HHW) – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicities.

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. The City may utilize existing environmental Consultant/Provider to remove this type of waste in a large- scale debris generating event.

35. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

36. Liaison – Authorized representative of the Director of Emergency Management who shall act as a Liaison between the City and the Consultant or Provider for all matters pertaining to this Agreement, including review of Consultant or Provider's plans and work.

37. Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)

38. Mutual Aid Agreement – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

39. National Response Framework (NRF) – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

40. Outbuilding – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

41. Provider - the firm selected for the award of this contract. Also "consultant". The party or parties contracting directly with the City to perform Work pursuant to this Agreement.

42. Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

43. Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

44. Regulated Waste – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.

45. Respondent – any firm who submits a proposal in response to this RFP. The firm or firms selected for an award will then become "consultants" or "providers".

46. Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Consultant or Provider or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

47. Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

48. Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

49. Specifications – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

50. Sub-Consultant or Provider – Any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Consultant or Provider or with any of its sub-Consultant or Providers at any tier to provide a part of the Work called for by this Agreement.

51. Supplemental Agreement – A written order to Consultant or Provider signed by the City and accepted by Consultant or Provider, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

52. Temporary Debris Management Site (TDMS or TDMS) – Site where collected debris is taken by the Consultant or Provider(s) for staging, separation, reduction, and processing prior to final disposal.

53. Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

54. United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

55. Vegetative Debris – As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster.

56. Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking-water supply.

57. White Goods – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster.

58. Work – Any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Consultant or Provider under this Agreement.

IV. RESPONDENT QUALIFICATIONS

In this section, "Consultant" and "Provider" are used interchangeably and refer to the Respondent(s) selected for a contract award.

1. Respondent must be engaged in the business of providing disaster debris hauling and monitoring for a minimum of five years within the last seven years.
2. Respondent must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial City payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance.
3. Respondent must have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive workforce management, operations, and safety plans, and demonstrable experience in major disaster recovery cleanup projects.

4. Respondent must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.

V. SAFETY

In this section, "Consultant" and "Provider" are used interchangeably and refer to the Respondent(s) selected for a contract award.

1. Respondent must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Protection Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Respondent shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
2. Respondent will provide all required safety signage, barricades, and flashers/strobes.
3. All employees and subcontractors shall follow all applicable safety procedures, safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.
4. All vehicles and equipment shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.
5. Contractors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the City Debris Manager.
6. Any hazardous condition or any damage to City property is to be immediately reported to the City's Emergency Operations Center.
7. Respondent will not permit unsafe practices which will be grounds for termination of the contract.

VI. SCOPE OF WORK

In this section, "Consultant" and "Provider" are used interchangeably and refer to the

Respondent(s) selected for a contract award.

1. **Annual Coordination Meeting**

The successful Consultant or Provider(s) may be asked to attend an annual coordination meeting at the City's facility at no additional cost to the City.

2. **Description of Designated Areas**

a. The designated area for debris removal (the City right-of-way) is comprised of the incorporated areas for the City and includes public property and Right-of-Way (ROW), City parks and City debris staging areas within the City may include private segments within the jurisdictional boundaries of the City. City Debris Coordinators may also authorize the Consultant or Provider to perform debris removal on non-City roadways or other areas, as directed in writing.

b. City Debris Coordinators will authorize and approve which services the Consultant or Provider shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the City Debris Coordinators shall be removed. The number of complete passes the Consultant or Provider shall conduct through each City is at the discretion of the City Debris Coordinators. Partial removal of debris piles is strictly prohibited. The Consultant or Provider shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Consultant or Provider shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Coordinators in writing.

Loose leaves and small debris shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than three inches in any dimension shall be left at the point of collection.

d. Consultant or Provider shall deliver all disaster related debris to the City approved Temporary Debris Management Site (TDMS) or City approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.

e. All Final Disposal Sites must be approved, in writing, by the City Debris Coordinators. The Consultant or Provider will be responsible for the handling, reduction and final haul-out and disposal of all reduced unreduced debris. TDMS operations and remediation must comply with all local, state and federal safety and environmental standards. The Consultant or Provider reduction, handling, disposal and remediation methods must be approved, in writing, by the City Debris Coordinators.

f. Payment for disposal costs such as tipping fees incurred by the Consultant or Provider at a City approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass-through cost. Prior to reimbursement by the City, the Consultant or Provider must furnish electronic format scale/weight

tickets numbers with load ticket or haul out ticket numbers and other applicable information. The Consultant or Provider will also be required to provide proof of Consultant or Provider payment to the City approved Final Disposal Site.

g. The Consultant or Provider shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

h. The City reserves the right to inspect the TDMS, verify quantities and review operations at any time.

3. **Temporary Debris Management Sites**

The Consultant or Provider is responsible for providing a sufficient number of TDMS to support the event in which the contract is activated. The City has pre-identified potential TDMS for use during a disaster, see attached **figure 1.** The proposed TDMS must be approved by the City. Depending on the event, the City may provide the Consultant or Provider with TDMS locations within the City. The cost associated with acquiring, preparing, leasing, renting, operating, and remediating land used as TDMS in the City is a cost borne by the Consultant or Provider and compensated based on the Consultant or Provider's bid for site management and reduction of debris.

The Consultant or Provider will prepare and maintain the TDMS facility to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include the following:

a. Maintaining the TDMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

b. Ensuring only Consultant or Provider vehicles and others specifically authorized by the City will be allowed to use the TDMS.

c. Providing TDMS utilities which include but are not limited to water, lighting, and portable toilets.

d. Providing traffic control which includes but is not limited to traffic cones and staff with traffic flags.

e. Providing TDMS dust control and erosion control which includes but is not limited to an operational water truck, silt fencing, and other best management practices.

f. Providing TDMS fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

g. Providing 24-hour site security for each TDMS.

h. Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade, sod, and other physical features and street sweeping any paved areas. Site remediation also includes returning the site to its original condition as verified through soil and groundwater samples. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may

have to be demolished at the City's direction. The City may also establish designated homeowner drop-off sites. The Consultant or Provider will be responsible for removing all debris from those sites daily.

The Consultant or Provider's Operations Manager will assign a Foreman to each TDMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The TDMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Consultant or Provider's Operation Manager, who will in turn provide this information to the City. These daily reports must meet the requirements of FEMA or other reimbursement and regulatory governmental agencies.

The Consultant or Provider will be responsible for returning all utilized TDMS to their original condition prior to site use. TDMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. TDMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. TDMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and the Texas Commission on Environmental Quality (TCEQ). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

4. Scope of Services

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Coordinators. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Consultant or Provider) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 - Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Coordinators. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 1 through 16. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved TDMS or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Consultant or Provider by the City Debris Coordinators. It shall be the Consultant or Provider's responsibility to load, transport, reduce and properly dispose of any and all disaster

generated debris which is the result of the event under which the Consultant or Provider was issued notice to proceed, unless otherwise directed by the City Debris Coordinators, in writing.

City personnel will complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The City intends to perform debris clearance for access within its own forces or under existing contracts between the City and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the Consultant or Provider may be directed to perform them.

After activation of the contract and after a preliminary damage assessment, the City and the Consultant or Provider, together, will establish a schedule of events depending on the severity of the disaster surrounding the City. This schedule of events shall include the dates for the:

- Last pass of the removal of public and/or private vegetative debris
- Last pass of the removal of construction and demolition debris

These last pass dates shall be very important to both the City and the Consultant or Provider because of the liquidated damages that may be implemented, if the Consultant or Provider does not meet these dates.

Scope of services under this contract includes, but is not limited to:

a. **Emergency Road Clearance**
   Under this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster. All roadways designated by the City Debris Coordinators shall be clear and passable within 70 working hours of the Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Consultant or Provider's 70-hour limit through a written request. This may include roadways in the City or other governmental agencies under the legal responsibility of the City. Clearance of these roadways will be performed as identified by the City Debris Coordinators. The Consultant or Provider shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked.

b. **ROW Vegetative Debris Removal**
   Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport disaster-related vegetative debris existing on the City ROW to a City approved TDMS or an City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.
   1. For the purposes of this contract, vegetative debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
   2. Removal of vegetative debris existing in the City will be performed as identified by the City Debris Coordinators.

3. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved TDMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
4. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
5. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
6. The Consultant or Provider must provide traffic control as conditions require or as directed by the City Debris Coordinators.

c. **ROW C&D Debris Removal**

Under this contact, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Construction and Demolition (C&D) debris existing on the City ROW to a City approved TDMS of City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

1. For the purposes of this contract, C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
2. Removal of C&D debris existing in the City ROW will be performed as identified by the City Debris Coordinators.
3. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved TDMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
4. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
5. Entry onto private property for the removal of C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
6. The Consultant or Provider must provide traffic control as conditions require or directed by the City Debris Coordinators.

d. **Demolition, Removal, Transport and Disposal of Non-RACM Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will not include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition,

debris removal and site remediation as the City currently has a local contract in place for asbestos remediation and abatement. Further, debris generated from the demolition of Non-RACM structures, as well as scattered C&D debris on private property, will be transported to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

1. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

2. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.

3. Removal and transportation of Non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the City Debris Coordinators.

4. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

5. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

6. The Consultant or Provider is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

e. **Demolition, Removal, Transport and Disposal of RACM Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

1. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

2. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.

3. Removal and transportation of RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the City Debris Coordinators.

4. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

5. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

6. The Consultant or Provider is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

f. **TDMS Management, Operations and Reduction Through Grinding**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS for the acceptance, management, segregation, staging and reduction through grinding of disaster related debris. Grinding must be approved by the City Debris Coordinators prior to commencement of reduction activities. The TDMS layout and ingress and egress plan must be approved by the City Debris Coordinators.

1. The management of TDMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and TCEQ. The Consultant or Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

2. The Consultant or Provider is responsible for operating the TDMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and TCEQ guidelines.

3. Debris at TDMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

4. All un-reduced storm debris must be staged separately from reduced debris at the TDMS.

5. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS utilities such as, but not limited to, water, lighting and portable toilets.

6. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

7. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).

8. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

9. The Consultant or Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants that may be mixed with disaster debris. The Consultant or Provider is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City.

10. The Consultant or Provider is responsible for providing 24-hour TDMS security.

11. The Consultant or Provider will only permit Consultant or Provider vehicles and others specifically authorized by the City or its authorized representative on site(s).

12. The Consultant or Provider shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Consultant or Provider will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section IV.4.H below.)

    Upon completion of haul-out activities, the Consultant or Provider will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features and street sweeping any paved areas. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for TDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and TCEQ.

g. **TDMS Management, Operations and Reduction Through Air Curtain Incinerators**
Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of disaster related debris. ACI reduction must be approved by the City Debris

Coordinators, Division of Forestry, TCEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. TDMS layout and ingress and egress plan must be approved by the City Debris Coordinators.

1. The management of TDMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and TCEQ. The Consultant or Provider shall also be responsible any and all costs associated with third-party groundwater and soil testing.

2. The Consultant or Provider is responsible for operating the TDMS in accordance with OSHA, EPA and TCEQ guidelines.

3. Debris at TDMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

4. All un-reduced storm debris must be staged separately from reduced debris at the TDMS.

5. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS utilities such as, but not limited to, water, lighting and portable toilets.

6. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

7. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.

8. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

9. The Consultant or Provider is responsible for providing 24-hour TDMS security and fire watch.

10. The Consultant or Provider will only permit Consultant or Provider vehicles and others specifically authorized by the City or its authorized representative on site(s).

11. The Consultant or Provider shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Consultant or Provider will at a minimum meet the specifications provided in Section IV.4.H below.

12. The Consultant or Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on TDMS operations.

    Upon completion of haul-out activities, the Consultant or Provider will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features and street sweeping any paved areas. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for TDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and TCEQ.

h. Inspection Towers

As directed by the City, the Consultant/Provider shall provide an inspection tower at each Debris Management Site (DMS) and disposal site, as described below or approved equivalent. The tower shall be of sound construction. The inspection tower shall comply with standard OSHA requirements and local codes, withstand a 45 mph wind load, provide adequate height to enable inspectors to view over the protective rail down into the loaded debris hauling containers, and have a minimum covered working area of 8 feet X 12 feet. The tower is for the purpose of the City/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances. If the inspection tower does not allow for full view of the entire waste hauling vehicle, load ratings will be based on the portion of the vehicle visible from the tower.

i. TDMS Management, Operations and Reduction Through Controlled Open Burning

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS for the acceptance, management, segregation, staging and reduction through controlled open air burning of disaster related debris. Controlled open air burning must be approved by the City Debris Coordinators, City Fire Marshal, Texas Forest Service, TCEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. TDMS layout and ingress and egress plan must be approved by the City Debris Coordinators.

1. The management of TDMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and TCEQ. The Consultant or Provider shall also be

responsible for any and all costs associated with third-party groundwater and soil testing.

2. The Consultant or Provider is responsible for operating the TDMS in accordance with OSHA, EPA and TCEQ guidelines.

3. Debris at TDMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

4. All un-reduced storm debris must be staged separately from reduced debris at the TDMS.

5. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS utilities such as, but not limited to, water, lighting and portable toilets.

6. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

7. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.

8. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

9. The Consultant or Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Consultant or Provider is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from TDMS locations, is a cost reflected in this scope of services item 13. Depending on the volume of HHW per TDMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at TDMS locations.

10. The Consultant or Provider is responsible for providing 24-hour TDMS security and fire watch.

11. The Consultant or Provider will only permit Consultant or Provider vehicles and others specifically authorized by the City or its authorized representative on site(s).

12. The Consultant or Provider shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by

the Consultant or Provider will at a minimum meet the specifications provided in this RFP.

13. The Consultant or Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other VOCs as deemed necessary based on TDMS operations.

14. Upon completion of haul-out activities, the Consultant or Provider will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for TDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and TCEQ.

j. **Haul-Out of Reduced Debris to a City Approved Final Disposal Site**
Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced material such as ash, compacted C&D or mulch existing at a City approved TDMS to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. The Consultant or Provider shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City approved Final Disposal Site.

k. **Removal of Hazardous Leaning Trees and Hanging Limbs** Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all hazardous trees six inches or greater in diameter, measured four-and-a-half feet from the base of the tree and hazardous hanging limbs two inches or greater in diameter when measured at the break existing on the City ROW. Debris generated from the removal of hazardous trees and hanging limbs two inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed. Hazardous leaning trees less than six inches in diameter, measured four-and-a-half feet from the base of the tree, will be flush cut, loaded and removed. The City will not compensate the Consultant or Provider for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all hazardous leaning trees and hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW then the Consultant or Provider must load the resulting debris as hazardous leaning tree or hazardous hanging limbs as they are removed.

1. Hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in

diameter existing on the City ROW or private property will be performed as identified by the City Debris Coordinators. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Consultant or Provider, in writing, by the City Debris Coordinators. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:

i. The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare and safety.

ii. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

iii. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.

iv. The tree has a split trunk that exposes heartwood.

2. Removal and placement of hazardous hanging limbs two inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Coordinators. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Consultant or Provider, in writing, by the City Debris Coordinators. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

i. The limb is greater than two inches in diameter.

ii. The limb is still hanging in a tree and threatening a public-use area.

iii. The limb is located on improved public property.

l. **Removal of Hazardous Stumps**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove hazardous uprooted stumps greater than 24 inches in diameter, measured 24 inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Hazardous stumps measured 24 inches from the base of the tree and 24 inches or less in diameter will be considered normal vegetative debris and removed in accordance with scope of services item 2. The diameter of stumps less than 24 inches will be converted into a cubic yardage volume based on the most current version of Public Assistance Program and Policy Guide, FEMA, FP 104-009-2, Stump Conversion Table.

When specialized equipment is required for loading and hauling of stumps 2 feet in diameter or greater with no extraction required, payment will be on a per stump basis

utilizing the unit price of vegetative debris and the cubic yard quantity shall be derived from the stump conversion table in the most current version of Public Assistance Program and Policy Guide, FEMA, FP 104-009-2, Stump Conversion Table.

1. Hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Coordinators. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Consultant or Provider, in writing, by the City Debris Coordinators. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
   i. Fifty percent (50 %) or more of the root ball is exposed.
   ii. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than 50 percent (50 %) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of this RFP. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table. The City or its authorized representative will measure and certify all eligible stumps prior to removal.

m. Sand, Silt, and Debris Removal from Detention/Retention Structure

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect sand, silt, and debris from City detention/retention structures and transport to a City approved final disposal site in accordance with all federal, state, and local rules and regulations.

1. For the purposes of this element, sand, silt, and debris existing in City detention/retention structures will be removed to a depth designated by the City or the City's authorized representative.
2. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

n. Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of HHW from the ROW to the TDMS.

1. The removal, transportation and disposal of HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

2. All HHW shall be managed as hazardous waste and disposed of at a permitted TSDF or acceptable recycling facility. The facility for recycling or final disposal site must be approved in writing by the City.

o. ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved TDMS, decontamination, and transportation to a City approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the City. White goods containing refrigerants must first have such refrigerants removed by the Consultant or Provider's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

1. The removal, transportation, and recycling or final disposal of white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

2. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

3. The Consultant or Provider shall recycle or dispose of all white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

4. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a City approved TDMS for refrigerant removal by the Consultant or Provider's qualified technicians.

p. Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City approved Final Disposal Site. The Consultant or Provider shall coordinate activities the City and appropriate state agencies, if needed.

Disposal of animal carcasses must be compliant with the Texas Department of Agriculture and TCEQ rules for handling, solid waste, and air quality. The contractor shall coordinate directly with our Animal Services department in determining appropriate actions for the disposal.

q. Other Debris Removal Work

Neither the Consultant or Provider nor any subConsultant/Providers shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Consultant or Provider to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

EXHIBIT B

REQUIRED FORMS CONTINUED

Document 00435

DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITYAND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Tia Laurie

(Printed or typed Name of Signatory)



(Signature)

October 28, 2024

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Tia Laurie

(printed name of signatory)

October 28, 2024

(signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et s eq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Tia Laurie

(printed name of signatory)

October 28, 2024 Tia Laurie

(signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

Tia Laurie

(printed name of signatory)

October 28, 2024

(signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL

EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et s eq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et s eq.
CONTINUED

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may
direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Tia Laurie	October 28, 2024
(printed name of signatory)	(signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL

GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact re lie d upon by (insert n me of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving a s recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bid r or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tie r cove red transactions.

Tia Laurie (printed name of signatory)

October 28, 2024  (signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL

CONTRACT WORK HOURS AND S AFETY STANDARDS ACT 29 CFR § 5.5(b)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall re quire or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work wee k unless such laborer or mechanic receives compensation a t a rate not le ss than one and one-half times the basic rate of pa y for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individua l was required or permitted to work in excess of the standard work wee k of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or ca use to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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CONTRACT WORK HOURS AND S AFETY STANDARDS ACT 29 CFR § 5.5(b)

CONTINUED

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clause s in any lower tie r subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tie r subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Tia Laurie

(printed name of signatory)

October 28, 2024

(signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Tia Laurie

(Printed Name of Signatory)

October 28, 2024

(Signature and Date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL

LOBBYING

Byrd Anti-Lobbying Amendment, 3 1 U.S.C. § 13 5 2 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tie or above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the recipient.

APPENDIX A, 4 4 C. F. R. PART 18 – CERTIFICATION REGARDING LOBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with e ach bid or offer exceeding $100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, 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 subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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LOBBYING
CONTINUED

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to 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.

The Contractor, Ceres Environmental Services, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure, if any.

Executed this 28th day of October, 2024

By _____

Signature of Bidder/Contractor /Subcontractor's Authorized Official

Tia Laurie

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Corporate Secretary

Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL

CLEAN AIR
42 U.S.C. § 7401 et s eq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Tia Laurie
(printed name of signatory)

October 28, 2024 Tia Laurie
(signature and date)

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 e t s eq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provide d by FEMA.

Tia Laurie
(printed name of signatory)

October 28, 2024 Tia Laurie
(signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL

PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C. 6962

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, http s ://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Tia Laurie
(printed name of signatory)

October 28, 2024 Tia Laurie
(signature and date)

DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Tia Laurie
(printed name of signatory)

October 28, 2024 Tia Laurie
(signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Tia Laurie

(printed name of signatory)

October 28, 2024 Tia Laurie

(signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL

E-VERIFY PROGRAM

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the City, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Owner upon request.

Company Name: Ceres Environmental Services, Inc. Printed

Name of Company Representative: Tia Laurie

Signature:

Title: Corporate Secretary

Date: October 28, 2024

BID / RFP Number: RFP 25-18100-TF

THIS DOCUMENT MUST BE COMPLETED, SIGNED, WITH EACH PROPOSAL

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

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

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

___ YES _X_ NO

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT

INSURANCE REQUIREMENTS

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

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

SUSPENSION AND DEBARMENT CERTIFICATION

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

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

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

TEXAS GOVERNMENT CODE SECTION 2271.002

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

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

TEXAS GOVERNMENT CODE 2274

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

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

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

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

VENDOR ACKNOWLEDGEMENT

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

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

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



Authorized Signature

Corporate Secretary

Title

Tia Laurie

Print/Type Name

October 28, 2024

Date

Ceres Environmental Services, Inc.

Company Name

9625 Windfern Road

Address

Houston, Texas, 77064

City, State Zip Code

Contact for questions, clarifications, etc.	
Name and Title:	Tia Laurie, Corporate Secretary
Mailing Address:	6371 Business Boulevard, Suite 100
City, State, Zip:	Sarasota, Florida, 34240
Telephone No:	(800) 218-4424
Fax No:	(866) 228-5636
E-Mail:	contact@ceresenv.com

City of Lubbock
RFP 25-18100-TF
Debris Management during FEMA Activated/Qualifying Reimbursement Events
Proposal Price Sheet

EXHIBIT B

#	Item Description	Quantity Required (+/-)	UOM	Ceres Environmental Services, Inc. Houston, TX Location Total Cost: $2,517.50 Unit Price	Total Cost
Vegetative Collect and Haul to DMS					
#1-1	0-15 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) Vegetative collect and remove for a haul distance up to 15 miles	1	CY	$7.98	$7.98
#1-2	Management Site (DMS) Vegetative collect and remove	1	CY	$8.24	$8.24
#1-3	31-60 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) Vegetative collect and remove for a haul distance between 31 and 60 miles	1	CY	$8.48	$8.48
#1-4	60 + Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) Vegetative collect and remove for a haul distance of 60+ miles	1	CY	$8.78	$8.78
Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)					
#2-1	0-15 Miles Veg from Right-of-Way (ROW) to Final Disposition Vegetative collect and remove for a haul distance up to 15 miles	1	CY	$7.98	$7.98
#2-2	16-30 Miles Veg from Right-of-Way (ROW) to Final Disposition Vegetative collect and remove for a haul distance between 16 and 30 miles	1	CY	$8.24	$8.24
#2-3	31- 60 Miles Veg from Right-of-Way (ROW) to Final Disposition Vegetative collect and remove for a haul distance of 60+ miles	1	CY	$8.48	$8.48
#2-4	60 + Miles Veg from Right-of-Way (ROW) to Final Disposition Vegetative collect and remove for a haul distance of 60+ miles	1	CY	$8.78	$8.78
Management and Reduction					
#3-1	Grinding Grinding/chipping vegetative debris	1	CY	$2.98	$2.98
#3-2	Air Curtain Burning Air Curtain Burning vegetative debris (Include Costs of Air Curtain Burner)	1	CY	$1.98	$1.98
#3-3	Air Curtain Burning Above Ground Air Curtain Burning (Burner Box) of vegetative debris (Include Costs of Box Burner)	1	CY	$1.98	$1.98
#3-4	Open Burning Open Burning vegetative debris	1	CY	$1.29	$1.29
#3-5	Compacting Compacting vegetative debris	1	CY	$0.98	$0.98
#3-6	Debris Management Site Management Preparation, management, and segregating at DMS	1	CY	$1.48	$1.48
Haul of Reduced Material from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)					
#4-1	0-15 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition Vegetative collect and remove for a haul distance up to 15 miles	1	CY	$3.98	$3.98

City of Lubbock
RFP 25-18100-TF
Debris Management during FEMA Activated/Qualifying Reimbursement Events
Proposal Price Sheet

#4-2	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition Vegetative collect and remove for a haul distance between 16 and 30 miles	1	CY	$4.98	$4.98
#4-3	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition Vegetative collect and remove for a haul distance between 31 and 60 miles	1	CY	$5.48	$5.48
#4-4	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition Vegetative collect and remove for a haul distance of 60+ miles	1	CY	$5.98	$5.98
C&D Collect and Haul from ROW to DMS					
#5-1	0-15 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance up to 15 miles	1	CY	$8.98	$8.98
#5-2	16-30 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance between 16 and 30 miles	1	CY	$9.24	$9.24
#5-3	31-60 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance between 31 and 60 miles	1	CY	$9.48	$9.48
#5-4	60 + Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance of 60+ miles	1	CY	$9.78	$9.78
Haul of C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)					
#6-1	0-15 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	1	CY	$9.48	$9.48
#6-2	16-30 Miles C&D from Debris Management Site (DMS)to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	1	CY	$9.74	$9.74
#6-3	31-60 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	1	CY	$9.98	$9.98
#6-4	60 + Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	1	CY	$10.28	$10.28
Haul of Compacted C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)					
#7-1	60 + Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	1	CY	$9.98	$9.98
#7-2	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	1	CY	$10.24	$10.24
#7-3	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	1	CY	$10.48	$10.48
#7-4	60 + Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	1	CY	$10.78	$10.78

City of Lubbock
RFP 25-18100-TF
Debris Management during FEMA Activated/Qualifying Reimbursement Events
Proposal Price Sheet

C&D Collect and Haul from ROW to Final Disposition					
#8-1	0-15 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	1	CY	$9.98	$9.98
#8-2	16-30 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	1	CY	$9.78	$9.78
#8-3	31-60 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	1	CY	$10.58	$10.58
#8-4	60 + Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	1	CY	$10.98	$10.98
Management and Reduction					
#9-1	Compacting Compacting C&D debris	1	CY	$1.85	$1.85
#9-2	Debris Management Site Management Preparation, management, and segregating at DMS	1	CY	$1.48	$1.48
36 EXHIBIT A – COST WORKSHEET CITY OF LUBBOCK POST DISASTER DEBRIS HAULING SERVICES Tree Operations					
#10-1	Hazardous Tree 6" - 12" Hazardous tree removal for 6 - 12 inch's truck diameter measured at 4.5 ft. above ground level	1	Per Tree	$35	$35
#10-2	Hazardous Tree 13" - 24" Hazardous tree removal for 13 - 24 inch's truck diameter measured at 4.5 ft. above ground level	1	Per Tree	$145	$145
#10-3	Hazardous Tree 25" - 36" Hazardous tree removal for 25 - 36 inch's truck diameter measured at 4.5 ft. above ground level	1	Per Tree	$175	$175
#10-4	Hazardous Tree 37" - 48" Hazardous tree removal for 37 - 48 inch's truck diameter measured at 4.5 ft. above ground level	1	Per Tree	$195	$195
#10-5	Hazardous Tree 49+ Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level	1	Per Tree	$245	$245
#10-6	Trees with Hazardous Limbs Hazardous Hanging Limb removal greater than 2"	1	Per Tree	$98	$98
#10-7	Hazardous Stumps >24" - 36" Hazardous stump removal for a 24-36 inch stump diameter	1	Per Stump	$150	$150
#10-8	Hazardous Stumps >37" - 48" Hazardous stump removal for a 37-48 inch stump diameter	1	Per Stump	$200	$200
#10-9	Hazardous Stumps >49" Hazardous stump removal for a 49+ inch stump diameter	1	Per Stump	$250	$250
#10-10	Stump Fill Dirt Fill and compact dirt for stump holes after removal	1	CY	$29	$29
Specialty Removal					
#11-1	Waterway Debris Removal Debris Removed from canals, rivers, creeks, streams, and ditches	1	CY	$29	$29
#11-2	Sand Collection and Screening Pick-up, screen, and return debris laden sand/mud/dirt/rock	1	CY	$24	$24

City of Lubbock
RFP 25-18100-TF
Debris Management during FEMA Activated/Qualifying Reimbursement Events
Proposal Price Sheet

#11-3	Silt/Sand Removal Removal of silt or sand that creates a threat to public health and safety	1	CY	$17	$17
#11-4	Vehicle Removal from Public Property Removal, storage, and disposal of eligible vehicle per State Laws	1	Unit	$75	$75
#11-5	Vessel Removal (Land) Removal, storage, and disposal of eligible vessel from public property per State Laws	1	Unit	$100	$100
#11-6	Vessel Removal (Marine) Removal, storage, and disposal of eligible vessel from public waterways per State Law	1	Unit	$200	$200
#11-7	Carcass Removal Removal of debris that will decompose (animals and organic fleshy matter	1	Pound	$1	$1
#11-8	ROW White Goods Removal Pick-up and haul of white goods to disposal site	1	Unit	$40	$40
#11-9	Freon Management Freon management and recycling	1	Unit	$45	$45
#11-10	Electronic Waste Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors, TVs, radios, microwaves, and other electronic items	1	Unit	$9	$9
#11-11	Putrescent Waste Removal of spoiled food items, or debris that will decompose or rot	1	Pound	$9.48	$9.48
#11-12	Hazardous Household Waste HHW removal and disposal	1	Pound	$4.98	$4.98
#11-13	Bio-waste Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	1	Pound	$9.98	$9.98
#11-14	Small Engines/Lawn Mowers Collect and remove small engines, lawn mowers, or other motorized items that can be recycled	1	Unit	$10	$10
PPDR Vegetative Collect and Haul to DMS					
#12-1	0-15 Miles Veg from Private Property to Debris Management Site (DMS) Vegetative collect and remove for a haul distance up to 15 miles	1	CY	$8.98	$8.98
#12-2	16-30 Miles Veg from Private Property to Debris Management Site (DMS) Vegetative collect and remove for a haul distance between 16 and 30 miles	1	CY	$9.24	$9.24
#12-3	31-60 Miles Veg from Private Property to Debris Management Site (DMS) Vegetative collect and remove for a haul distance between 31 and 60 miles	1	CY	$9.48	$9.48
#12-4	60 + Miles Veg from Private Property to Debris Management Site (DMS) Vegetative collect and remove for a haul distance of 60+ miles	1	CY	$9.78	$9.78
PPDR Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)					
#13-1	0-15 Miles Veg from Private Property to Final Disposition Vegetative collect and remove for a haul distance up to 15 miles	1	CY	$8.98	$8.98
#13-2	16-30 Miles Veg from Private Property to Final Disposition Vegetative collect and remove for a haul distance between 16 and 30 miles	1	CY	$9.24	$9.24

City of Lubbock
RFP 25-18100-TF
Debris Management during FEMA Activated/Qualifying Reimbursement Events
Proposal Price Sheet

#13-3	31-60 Miles Veg from Private Property to Final Disposition Vegetative collect and remove for a haul distance between 31 and 60 miles	1	CY	$9.48	$9.48
#13-4	60 + Miles Veg from Private Property to Final Disposition Vegetative collect and remove for a haul distance of 60+ miles	1	CY	$9.78	$9.78
PPDR C&D Collect and Haul to DMS					
#14-1	0-15 Miles C&D from Private Property to Debris Management Site (DMS) C&D collect and remove for a haul distance up to 15 miles	1	CY	$9.48	$9.48
#14-2	16-30 Miles C&D from Private Property to Debris Management Site (DMS) C&D collect and remove for a haul distance between 16 and 30 miles	1	CY	$9.74	$9.74
#14-3	31-60 Miles C&D from Private Property to Debris Management Site (DMS) C&D collect and remove for a haul distance between 31 and 60 miles	1	CY	$9.98	$9.98
#14-4	60 + Miles C&D from Private Property to Debris Management Site (DMS) C&D collect and remove for a haul distance of 60+ miles	1	CY	$10.28	$10.28
PPDR C&D Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)					
#15-1	0-15 Miles C&D from Private Property to Final Disposition C&D collect and remove for a haul distance up to 15 miles	1	CY	$9.98	$9.98
#15-2	16-30 Miles C&D from Private Property to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	1	CY	$10.24	$10.24
#15-3	31-60 Miles C&D from Private Property to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	1	CY	$10.48	$10.48
#15-4	60 + Miles C&D from Private Property to Final Disposition collect and remove for a haul distance of 60+ miles	1	CY	$10.78	$10.78
Demolition of Private Structure					
#16-1	Demolition of Eligible Private Structure Inspect, secure, prepare, and safeguard surrounding area from hazards, e.g. dust (haul rates for PPDR apply)	1	SF	$3.98	$3.98

EXHIBIT C

1. INSURANCE REQUIREMENTS

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

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

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

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

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

Automatically add an excess liability of $4M.

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

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

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
* Waivers of Subrogation are required for CGL, AL, and WC.
* To Include Products of Completed Operations endorsement.
* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
* Carriers must meet a A.M. Best rating of A- or better.
* Subcontractors must carry same limits as listed above

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

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

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

Purchasing and Contract Management

Project Summary

RFP 25-18100-TF
Debris Management during FEMA Activated/Qualifying Reimbursement Events

Notice was published in the Lubbock Avalanche Journal on October 6 & October 13, 2024.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from October 6 to October 30, 2024.
11 individuals attended the pre-proposal meeting.
49 vendors downloaded the documents using Bonfire.com.
21 vendors were notified separately.
5 vendors submitted proposals.

Information

Agenda Item

Resolution - Public Works: Consider a resolution authorizing the Mayor to execute Service Contract 18693, with CrowderGulf Disaster Recovery & Debris Management LLC, for debris management during Federal Emergency Management Agency-activated/qualifying reimbursement events.

Item Summary

Disasters, both natural and man-made, have become increasingly frequent and devastating. Local governments, which are often the first responders to emergencies, must be prepared to act swiftly and effectively to protect public safety, public health, restore infrastructure, and ensure the continued well-being of our community. A critical component of disaster preparedness and response is having pre-event contracts in place with qualified contractors for disaster recovery and debris removal services.

This pre-event contract ensures we are ready to respond to any disaster, reduce the financial burden of recovery, and ultimately create a more resilient and sustainable community by having contractor experts ready and available outside the Lubbock area. The contract allows our Emergency Operations Center to have faster response times, enhanced coordination with debris management experts, compliance with FEMA regulations and finally the ability to gain FEMA reimbursements for all FEMA-activated emergencies in our City.

The City issued a Request for Proposals (RFP) for debris management during FEMA-activated/qualifying reimbursement events.

In response to RFP 25-18100-TF, five contractors submitted proposals which were evaluated by City staff using the following criteria:

- Experience - 20 points
- Availability - 10 points
- Project Understanding & Technical Approach - 25 points
- Typical Debris Management Site Safety Plan & Operational Plan - 15 points
- References - 10 points
- Safety - 5 points
- Cost - 15 points

The Evaluating Committee arrived at the following scores.

Contractor	Total Points out of 100

Ceres Environmental Services, Inc., Houston, Texas	93.54
CrowderGulf, LLC, Mobile, Alabama	84.25
CTC Disaster Response, Inc., Topeka, Kansas	82.56
Aftermath Disaster Recovery, Inc.,. Prosper, Texas	76.49
Looks Great Services of MS, Inc., Columbia, Mississippi	73.58

Staff recommends award of Contract 18693 to the second-highest ranked proposer, CrowderGulf, LLC, of Mobile, Alabama.

CrowderGulf LLC of Mobile, Alabama, is selected as the secondary contractor by the City of Lubbock, for debris management services.
Ceres Environmental Services Inc. of Houston, Texas, is selected as the primary contractor by the City of Lubbock, for debris management services.

Fiscal Impact

There is no fiscal impact on this pre-event contract unless we are activated for an emergency event. Having the pre-event contract allows the City to be reimbursed during FEMA activations for services rendered.

Staff/Board Recommending

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

Attachments

Resolution Crowdergulf
Contract
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 18693 for debris management during FEMA activated/qualifying reimbursement events as per RFP 25-18100-TF, by and between the City of Lubbock and CrowderGulf, LLC of Mobile, AL, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.ServiceContract 18693 debris management
3.10.25

City of Lubbock, TX
Debris Management during FEMA Activated/Qualifying Reimbursement Events
Agreement

This Service Agreement (this "Agreement") is entered into as of the __day of _____2025 ("Effective Date") by and between **CrowderGulf, LLC** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 25-18100-TF, Debris Management during FEMA Activated/Qualifying Reimbursement Events and

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Debris Management during FEMA Activated/Qualifying Reimbursement Events, upon terms and conditions maintained in this Agreement; and

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

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

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

Scope of Work

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

Article 1

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

1.2 Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate. Further, if the Contractor can provide

documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period. If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

1.3 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

1.4 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 goods or 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 goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

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

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

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

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

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

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

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

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

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

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

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

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

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

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

2.15 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be

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

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

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

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

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

2.20 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent

acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

-----INTENTIONALLY LEFT BLANK-----

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

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM

Kelli Leisure, Senior Assistant City Attorney

CONTRACTOR

BY: Ashley Ramsay-Naile

Authorized Representative

Ashley Ramsay-Naile, President

Print Name

5629 Commerce Boulevard East

Address

Mobile, AL 36619

City, State, Zip Code

EXHIBIT A

I. RFP OVERVIEW

A. GENERAL INFORMATION

The City of Lubbock ("City") is accepting proposals from qualified firms ("Respondents") to establish a Standby Contract or Contracts for Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal. The City may, at its sole discretion, recommend primary, secondary and tertiary contracts to ensure that the City will have support in the event of an emergency. Services will not be authorized until such time as a Notice to

Proceed has been issued; typically, in response to a natural or man-made disaster. Respondents selected for award recommendation will report to the Division Director of Public Works or his designee.

In these documents, "Respondent" will refer to the firms who submit a response to this RFP. Respondents selected for a contract award will then become "Consultants" or "Providers". The terms "Consultant" and "Provider" are used interchangeably in these documents and mean the same thing. A complete list of definitions is included in Section II of this RFP.

B. ABOUT THE CITY OF LUBBOCK

The City is located in the heart of the West Texas panhandle. It was established in 1890 and is 143.26 square miles in size. It is considered to be the Hub City of West Texas and is only bordered currently by Wolfforth Texas. The City has 265,000 permanent residents and is also home to Texas Tech University, Lubbock Christian University, University Medical Center and Covenant Health Systems. The City is on a grid system, with varying house sizes, and some mature trees. The City is mostly surrounded by agriculture and flat lands.

An Interactive map of the City and its parks, schools, and other key features is located here:

https://ewebmap.ci.lubbock.tx.us/Parcelviewer/

The City's weekly refuse and recycling collection is primarily taken to the West Texas Regional Disposal Facility. The City also uses the Caliche Canyon Landfill as a deposit site for non-putrescible waste.

The City currently does not have any Debris Management firms under contract. The City does plan to engage firms for the purpose of overseeing the compliance and documentation of the debris collection process in the event of a major disaster so that the City could be eligible for reimbursement from FEMA.

D. EVALUATION CRITERIA & SELECTION PROCESS

Proposals will be reviewed and scored based on the following criteria in order to obtain the Best Value for the City:

Criteria	Max Points
Experience Includes the experience of the firm and the proposed personnel. Also includes licenses and certifications.	20
Availability Plan for fulfilling Lubbock contract simultaneously with other contractual obligations	10
Project Understanding and Technical Approach	25
Typical Debris Management Site Safety Plan and Operational Plan	15
References	10
Safety	5
Cost	15
TOTAL	100

Once each proposal has been reviewed and scored, the City may at its sole discretion:

- Choose to interview one (1) or more Respondent(s),
- Begin contract negotiations without conducting interviews, or
- Reject any and all proposals and re-bid this project

The City may recommend an award to a primary, secondary or tertiary respondent whose proposal offers a Best Value to the City. City Council approves all award recommendations. Council typically meets on the first and third Tuesday of each month.

E. PROPOSAL FORMAT

All proposals must include the following items, in the order listed below:

1. Corporate Information

Provide a brief introductory letter describing the Responding firm. Identify the person who will be the point of contact during the RFP process if a Respondent is a corporation, the corporation must be certified with the Texas Secretary of State and have a corporate status in good standing. In the case of out-of-state corporation, respondent must present evidence of authority to do business in Texas. Respondents must provide evidence to either condition here.

2. Project Understanding and Technical Approach

Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Respondent will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach must also outline the following:

- Ability to manage activation of multiple contracts
- Ability to work with a debris monitoring firm (provide references of firms Respondent has worked with)
- Mobilization and demobilization plan

3. Contractual Obligations

Describe how the Respondent intends to maintain its capability, capacity, and availability of forces to respond if activated by the City following a disaster. Knowing that the Respondent may have similar contracts in other geographic areas, describe how Respondent will satisfy all contractual obligations for the City of Lubbock simultaneously with other obligations.

4. Personnel

Provide a list of current personnel that would be assigned to the City in the event of contract activation. The list must include but is not limited to:

- Contact persons, including telephone numbers and e-mail address
- Project manager – must have a minimum of five years' experience in disaster recovery
- Operations manager – must have a minimum of three years of experience in disaster recovery
- Any Other key personnel assigned to this contract

Please provide resumes for the project manager, operations manager, and other key personnel.

Changes to the list of personnel that are provided with this proposal must be communicated to the City at the time of an event and are subject to approval by the City. The City also reserves the right to request the substitution of any personnel as the City deems necessary.

5. Licenses and Certificates

List any licenses or certifications related to the scope or work described in this RFP. State if the Respondent does not have any related or applicable licenses or certifications.

6. Typical Debris Management Site (TDMS) Safety Plan and Operational Plan

Provide a description of the firm's typical TDMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the City and are subject to City's approval. The City also reserves the right to request changes to the Respondent's site safety plan or operational plan. Include:

- Plan details associated with your presence on-site during debris accumulation and transport
- Your typical commitment – twenty-four hours a day for seven days, Monday through Friday between business hours, etc.
- Your firm's plan to work with a debris monitoring firm

7. Exhibit A - Cost Worksheet – included in these documents

8. Exhibit B - Required Forms – included in these documents.

This section includes forms that are required by federal, state, and local agencies. Please complete the forms in this section and return them with your proposal.

II. INTENT

The Post Disaster Debris Hauling Services Contract will encompass the incorporated areas of the City. The City's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a tornado, or other natural or man-made hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property and right-of-way throughout the City using City-owned and Respondent forces.

The City has identified the need for one or more Respondents to assist City forces in completing debris management operations throughout the City. For the purpose of this contract, Respondents must have the capacities to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial City payment and between subsequent payments, as well as the capacities to provide the necessary bonds and insurance. **Each Respondent must also have: (1) an established management team, (2) an established network of resources to provide the necessary equipment and personnel, (3) comprehensive workforce management, operations, and safety plans, and (4) demonstrable experience in major disaster recovery cleanup projects.**

The Contract(s) to be awarded for this project will be a combination of fixed fee and contingency contracts. The City anticipates a certain level of initial work to establish the procedures for integrating the work into the City's continuing disaster recovery program planning, along with potential costs for

maintaining the program over a period of time. The City anticipates that the bulk of the services will be provided on an incident specific basis with anticipated costs identified by a joint City/Respondent team as part of the initial program planning.

The Successful Respondent will serve as a general contractor for the purpose of the specified services and will be able to use his/her own and Sub-Consultant/Provider resources to meet the obligations of the contract. The Respondent will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable. When a major disaster occurs or is imminent, City will contact the firm(s) holding the Disaster Debris Removal Contract(s) to advise them of the City's joint or individual intent to activate the contract.

Notice to Proceed ("NTP")

The City shall issue official written notice to proceed for the services referenced in this contract. Notice to proceed shall be sent via electronic transmission (facsimile, e-mail, etc.). If the Respondent's authorized representative is on site in the City, then the written notice to proceed may be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the written notice to proceed has been sent and received by the Respondent(s). The Respondent(s) must acknowledge receipt of the written notice to proceed.

Changes in Scope of Work

The City's Executive Policy Group, City's Director of Emergency Management, City's Division Director of Public Works, or their designee(s) may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

Drug Free Workplace

In the interest of job safety and to protect the public, other contractors and the City's employees, the respondent certifies by submission of its proposal that it will make a good faith effort to maintain a drug-free jobsite.

Mobilization

Within 18 hours of notice to proceed from the City, the Respondent will mobilize an Operations Manager to the City of Lubbock. The Operations Manager will assist the City in planning for the operation and mobilization of Respondent personnel and equipment necessary to perform the work. If the Respondent does not send an Operations Manager within 18 hours after the NTP by the City, the City may then go to the next RFP-approved Respondent for their services instead of using the first Respondent.

Within 36 hours of notice to proceed from the City, the Respondent will mobilize equipment and resources in the City to begin debris removal operations as directed by the City's Executive Policy Group, City's Director of Emergency Management, City's Division Director of Public Works, or their designee(s). As part of the Respondent's mobilization effort the Respondent will provide an on-site office trailer for the duration of the project or as directed by the City.

Safety

The Respondent(s) shall be solely responsible for maintaining safety at all work sites including TDMS and debris collection sites. The Respondent(s) shall take all reasonable steps to insure safety for both workers and visitors to TDMS and debris collection sites. Safety at TDMS and debris collection sites includes traffic control such as traffic cones and flag personnel. The Respondent(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract. See Section V – Safety in these documents for more details.

On-Site Project Manager

The Respondent(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Coordinators and/or City authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the City Debris Coordinators. The Respondent(s)' project manager must be available 24 hours a day, or as required by the City Debris Coordinators.

Traffic Control

The Respondent(s) will mitigate the impact of their operations on local traffic to the fullest extent practical. The Respondent is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMS and debris collection sites. The Respondent will provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Respondent. No further work shall take place until the deficiency is corrected. City Debris Coordinators will not sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Respondent for traffic control is an overhead expense contemplated as part of the Respondent's compensation under the terms and conditions of scope of services.

Rapid Response Crew

Respondent will be required to provide the City with access to one or more Rapid Response Crews ("RRC") as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Coordinators. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall recovery.

Work Hours

The Respondent will conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Respondent. Unless otherwise directed, the Respondent must be capable of conducting volumetric reduction operations at TDMS locations on a 24 hour, 7 days a week basis.

Costs

All costs associated with all services performed will be the responsibility of the Respondent including but not limited to: labor, equipment, transportation, communications, logistical support such as lodging, meals, and other necessary support services, temporary office space, etc.

Time of Completion

The services shall commence upon written notice to proceed from the City's Executive Policy Group, City's Director of Emergency Management, City's Division Director of Public Works, or their designee(s). For each event in which the contract is activated the City and the Respondent will develop a project completion date. The project completion date may be revised if mutually agreed upon by the City and the Respondent.

Liquidated Damages

Should the Respondent fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore the Respondent shall pay the City, as liquidated damages, the following:

1. The Respondent shall pay the City, as liquidated damages, $5,000.00 per calendar day of delay to mobilize in the City with 50% of the resources required to begin debris removal operations, within 36 hours of notice to proceed.

2. The Respondent shall pay the City, as liquidated damages, $5,000.00 per calendar day of delay to mobilize in the City with 100% of the resources required to begin debris removal operations, within 72 hours of notice to proceed.

3. The Respondent shall pay the City, as liquidated damages, $1,000.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final

Disposal Site. Application of liquidated damaged does not release the Respondent of all liability associated with hauling and depositing material to an unauthorized location.

4. The Respondent shall pay the City, as liquidated damages, $500.00 per incident where the Respondent fails to repair damages that are caused by the Respondent or subcontractor(s). Application of liquidated damages does not release the Respondent from the responsibility of resolving or repairing damages.

5. The Respondent shall pay the City, as liquidated damages, $500.00 per calendar day of delay to complete the project by the agreed upon project completion date.

6. The Respondent shall pay the City, as liquidated damages, $500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by the City and Respondent per DMS.

7. The Respondent shall pay the City, as liquidated damages, $100.00 per incident where the Service Provider fails provide sufficient documentation to the City to support FEMA eligibility of the work performed. Additionally, no payment will be made for the work performed. This liquidated damage will only apply when the contract is activated for a FEMA eligible disaster.

8. The Respondent shall pay the City, as liquidated damages, $500.00 per calendar day where the Respondent fails provide the required Daily Reports and/or Weekly Summaries.

9. The Respondent shall pay the City, as liquidated damages, $100.00 per incident and per vehicle where the Respondent violates roadway load rating restrictions provided by the City Debris Manager. The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Respondent to complete requirements set forth in the scope of work.

Damages

The Respondent will repair any damages caused by the Respondent's equipment or work in a timely manner at no expense to the City. If there is disagreement between a resident and Respondent as to the repair of damages, the City will decide and make the final determination on the repair. Any damages to private property shall be repaired at the Respondent's expense. Failure to restore damage to public property or private property to the satisfaction of the City will result in the City withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the City deems the Respondent negligent in management practices, the City may withhold from retainage money or invoice the Respondent for time and material costs associated with resolving issues or damages related to the Respondent's work.

Existing Utilities

Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Respondent's responsibility to

coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water, sewer and gas). The Respondent will pay all such costs to the utility company for any adjustments. The City may choose either to have the Respondent make the necessary repairs or have the Respondents pay all costs incurred to repair damaged utilities that are a result of the Respondent, as determined by the affected utility company. Repairs to all municipal and privately-owned utilities shall be made by the Respondent.

Ownership of Debris

All debris residing in the City ROW and City provided TDMS shall be the property of the City until final disposal at a properly permitted disposal site.

Environmental Protection

Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Respondent must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

Respondent and subcontractors shall not perform maintenance on over-the-road equipment at TDMSs. Maintenance of equipment that typically remain at the TDMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the TDMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

Respondent shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Coordinators. Respondent will comply in a timely manner with all directions of the City Debris Coordinators regarding the use of a water truck or other approved dust abatement measures.

Respondent will comply with all federal, state and local laws, rules, regulations and ordinances regarding environmental protection.

Respondent will immediately report and document all incidents to the City Debris Coordinators or the authorized representative that affect the environmental quality of TDMS such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Respondent must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

Payment

The City or its authorized representative will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Consultant or Provider(s) will be provided with copies of this documentation. These documents will be used by the Consultant or

Provider as backup data for invoice submittals. Work not ticketed or not authorized by the City will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed.

Tickets missing loading address, truck number, certified capacities, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.

If requested with written approval by the City, private property debris removal operations will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type:

(C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.).

Invoices shall be submitted to the City's authorized representative on a bi-weekly basis. All invoices must be submitted in electronic copy (Microsoft Excel format) of the invoice detail. Contact information to send email electronic invoices will be provided at the time of event. The City will pay invoices on a monthly basis.

The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only 100 percent accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.

A 5 percent retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Respondent must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. The respondent will provide a notarized statement that all sub-contractors have been paid in full prior to payment of the retainage. Portions of the retainage may be held by the City to repair damages caused by the Respondents to public or private property.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

The Respondent is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Respondent shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release. Payment for disposal cost incurred by the Respondent at the City approved Final Disposal Sites will be made at the cost incurred by the Respondent. The Respondent must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City approved Final Disposal Site, and proof of Respondent payment to the City approved Final Disposal Site.

Respondent must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Coordinators. The final invoice must

be marked "FINAL INVOICE" and no additional payments will be made after the Respondent's final invoice.

When this contract is activated for an event funded by state or federal funds, the Respondent will comply with all requirements of the state or federal government applicable to the use of the funds. Additionally, when this contract is activated for an event funded by state or federal funds, the City will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA), unless the City otherwise agrees in writing.

The Respondent will provide and retain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven years following receipt of final payment for the services referenced herein.

III. DEFINITIONS

Definitions are provided for those terms listed below. In this section, "Consultant" and "Provider" are used interchangeably and refer to the Respondent(s) selected for a contract award.

1. Agreement Execution – The date on which Consultant or Provider executes and enters into an Agreement with the City to perform the Work for each of the four cities.
2. Agreement Price – The total monies, adjusted in accordance with any provision herein, payable to the Consultant or Provider under this Agreement.
3. Authorized Representative – City employees and/or contracted individuals designated by the Director of Emergency Management or his designated staff contact.
4. Chipping or Mulching – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
5. Cleanup Crew – A group of individuals and/or an individual working for the Consultant or Provider collecting disaster debris.
6. Consultant – the firm selected for the award of this contract. Also "provider". The party or parties contracting directly with the City to perform Work pursuant to this Agreement.
7. Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include: Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way. Debris removal must be the legal responsibility of the applicant. Debris must be a result of the major disaster.
8. Contract – The Agreement Documents specifically identified and incorporated herein.
9. Contract Time – The period of time stated in this Agreement for the completion of the work.
10. City – The City of Lubbock, Texas.

11. City Approved Final Disposal Site – A final disposal location approved in writing by the Director of Emergency Management or his designated representative.

12. Debris – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.

13. Debris Clearance – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

14. Debris Monitoring – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for federal or state grant reimbursement.

15. Debris Removal – Picking up debris and taking it to a temporary or final debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. Debris Removal Consultant/Provider – Also referred to as the "Consultant or Provider" in this document, conducts debris removal operations per the terms of the contract. Term includes primary Consultant/Provider(s), sub-consultant/Providers and individual crews.

17. Demobilization – Following the completion of services provided under the resulting contract, the Consultant or Provider will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Consultant or Provider will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

18. Demolition – The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

19. Department – The Director or designee of requesting department(s) named in this solicitation.

20. Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

21. Drawings - Collectively, all the drawings, receipt of which is acknowledged by the City, listed in this Agreement, and also such supplementary drawings as the Consultant or Provider may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

22. Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the City to the Consultant or Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, Public Assistance guidelines, guidance documents and disaster specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

23. Executive Policy Group- a policy group comprised of senior leaders and executives of the City of Lubbock.

24. Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

25. E-Scrap – End of life electronics, typically televisions, computers and related components.

26. FEMA Publication 325 – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the Framework for the debris removal process authorized by the Stafford Act including: Eliminating immediate threats to lives, public health and safety. Eliminating immediate threats of significant damage to improved public or private property. Ensuring the economic recovery of the affected community to the benefit of the Community-at-large.

27. Field Inspector – Monitor or the City's selected Debris Monitoring Firm representative.

28. Force Account Labor – Labor performed by the applicant's permanent, full time or temporary employees.

29. Garbage – Waste that is regularly picked up by an applicant. Common examples of garbage are food and other putrescible waste, packaging, plastics and papers.

30. Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

31. Hazardous Hangers – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

    - The limb must be greater than two inches in diameter;
    - The limb must be suspended in a tree and threatening a public-use area; and
    - The limb must be located on improved public property.

32. Hazardous Leaners – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

    - The tree has more than 50 percent (50 %) of the crown damaged or destroyed (requires written documentation from an arborist).
    - The tree has a split trunk or broken branches that expose the heartwood.
    - The tree has fallen or been uprooted within a public use area.
    - The tree is leaning at an angle greater than 30 degrees.

33. Hazardous Stump - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The stump has 50 percent or more of the root-ball exposed.
- The stump is greater than 24 inches in diameter when measured 24 inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

34. Household Hazardous Waste (HHW) – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicities.

    - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. The City may utilize existing environmental Consultant/Provider to remove this type of waste in a large- scale debris generating event.

35. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

36. Liaison – Authorized representative of the Director of Emergency Management who shall act as a Liaison between the City and the Consultant or Provider for all matters pertaining to this Agreement, including review of Consultant or Provider's plans and work.

37. Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)

38. Mutual Aid Agreement – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

39. National Response Framework (NRF) – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

40. Outbuilding – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

41. Provider - the firm selected for the award of this contract. Also "consultant". The party or parties contracting directly with the City to perform Work pursuant to this Agreement.

42. Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

43. Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

44. Regulated Waste – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.

45. Respondent – any firm who submits a proposal in response to this RFP. The firm or firms selected for an award will then become "consultants" or "providers".

46. Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Consultant or Provider or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

47. Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

48. Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

49. Specifications – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

50. Sub-Consultant or Provider – Any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Consultant or Provider or with any of its sub-Consultant or Providers at any tier to provide a part of the Work called for by this Agreement.

51. Supplemental Agreement – A written order to Consultant or Provider signed by the City and accepted by Consultant or Provider, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

52. Temporary Debris Management Site (TDMS or TDMS) – Site where collected debris is taken by the Consultant or Provider(s) for staging, separation, reduction, and processing prior to final disposal.

53. Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

54. United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

55. Vegetative Debris – As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster.

56. Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking-water supply.

57. White Goods – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster.

58. Work – Any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Consultant or Provider under this Agreement.

IV. RESPONDENT QUALIFICATIONS

In this section, "Consultant" and "Provider" are used interchangeably and refer to the Respondent(s) selected for a contract award.

1. Respondent must be engaged in the business of providing disaster debris hauling and monitoring for a minimum of five years within the last seven years.
2. Respondent must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial City payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance.
3. Respondent must have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive workforce management, operations, and safety plans, and demonstrable experience in major disaster recovery cleanup projects.

4. Respondent must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.

V. SAFETY

In this section, "Consultant" and "Provider" are used interchangeably and refer to the Respondent(s) selected for a contract award.

1. Respondent must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Protection Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Respondent shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
2. Respondent will provide all required safety signage, barricades, and flashers/strobes.
3. All employees and subcontractors shall follow all applicable safety procedures, safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.
4. All vehicles and equipment shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.
5. Contractors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the City Debris Manager.
6. Any hazardous condition or any damage to City property is to be immediately reported to the City's Emergency Operations Center.
7. Respondent will not permit unsafe practices which will be grounds for termination of the contract.

VI. SCOPE OF WORK

In this section, "Consultant" and "Provider" are used interchangeably and refer to the

Respondent(s) selected for a contract award.

1. **Annual Coordination Meeting**

The successful Consultant or Provider(s) may be asked to attend an annual coordination meeting at the City's facility at no additional cost to the City.

2. **Description of Designated Areas**

a. The designated area for debris removal (the City right-of-way) is comprised of the incorporated areas for the City and includes public property and Right-of-Way (ROW), City parks and City debris staging areas within the City may include private segments within the jurisdictional boundaries of the City. City Debris Coordinators may also authorize the Consultant or Provider to perform debris removal on non-City roadways or other areas, as directed in writing.

b. City Debris Coordinators will authorize and approve which services the Consultant or Provider shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the City Debris Coordinators shall be removed. The number of complete passes the Consultant or Provider shall conduct through each City is at the discretion of the City Debris Coordinators. Partial removal of debris piles is strictly prohibited. The Consultant or Provider shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Consultant or Provider shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Coordinators in writing.

Loose leaves and small debris shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than three inches in any dimension shall be left at the point of collection.

d. Consultant or Provider shall deliver all disaster related debris to the City approved Temporary Debris Management Site (TDMS) or City approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.

e. All Final Disposal Sites must be approved, in writing, by the City Debris Coordinators. The Consultant or Provider will be responsible for the handling, reduction and final haul-out and disposal of all reduced unreduced debris. TDMS operations and remediation must comply with all local, state and federal safety and environmental standards. The Consultant or Provider reduction, handling, disposal and remediation methods must be approved, in writing, by the City Debris Coordinators.

f. Payment for disposal costs such as tipping fees incurred by the Consultant or Provider at a City approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass-through cost. Prior to reimbursement by the City, the Consultant or Provider must furnish electronic format scale/weight

tickets numbers with load ticket or haul out ticket numbers and other applicable information. The Consultant or Provider will also be required to provide proof of Consultant or Provider payment to the City approved Final Disposal Site.

g. The Consultant or Provider shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

h. The City reserves the right to inspect the TDMS, verify quantities and review operations at any time.

3. **Temporary Debris Management Sites**

The Consultant or Provider is responsible for providing a sufficient number of TDMS to support the event in which the contract is activated. The City has pre-identified potential TDMS for use during a disaster, see attached **figure 1.** The proposed TDMS must be approved by the City. Depending on the event, the City may provide the Consultant or Provider with TDMS locations within the City. The cost associated with acquiring, preparing, leasing, renting, operating, and remediating land used as TDMS in the City is a cost borne by the Consultant or Provider and compensated based on the Consultant or Provider's bid for site management and reduction of debris.

The Consultant or Provider will prepare and maintain the TDMS facility to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include the following:

a. Maintaining the TDMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

b. Ensuring only Consultant or Provider vehicles and others specifically authorized by the City will be allowed to use the TDMS.

c. Providing TDMS utilities which include but are not limited to water, lighting, and portable toilets.

d. Providing traffic control which includes but is not limited to traffic cones and staff with traffic flags.

e. Providing TDMS dust control and erosion control which includes but is not limited to an operational water truck, silt fencing, and other best management practices.

f. Providing TDMS fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

g. Providing 24-hour site security for each TDMS.

h. Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade, sod, and other physical features and street sweeping any paved areas. Site remediation also includes returning the site to its original condition as verified through soil and groundwater samples. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may

have to be demolished at the City's direction. The City may also establish designated homeowner drop-off sites. The Consultant or Provider will be responsible for removing all debris from those sites daily.

The Consultant or Provider's Operations Manager will assign a Foreman to each TDMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The TDMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Consultant or Provider's Operation Manager, who will in turn provide this information to the City. These daily reports must meet the requirements of FEMA or other reimbursement and regulatory governmental agencies.

The Consultant or Provider will be responsible for returning all utilized TDMS to their original condition prior to site use. TDMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. TDMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. TDMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and the Texas Commission on Environmental Quality (TCEQ). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

4. Scope of Services

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Coordinators. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Consultant or Provider) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 - Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Coordinators. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 1 through 16. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved TDMS or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Consultant or Provider by the City Debris Coordinators. It shall be the Consultant or Provider's responsibility to load, transport, reduce and properly dispose of any and all disaster

generated debris which is the result of the event under which the Consultant or Provider was issued notice to proceed, unless otherwise directed by the City Debris Coordinators, in writing.

City personnel will complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The City intends to perform debris clearance for access within its own forces or under existing contracts between the City and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the Consultant or Provider may be directed to perform them.

After activation of the contract and after a preliminary damage assessment, the City and the Consultant or Provider, together, will establish a schedule of events depending on the severity of the disaster surrounding the City. This schedule of events shall include the dates for the:

- Last pass of the removal of public and/or private vegetative debris
- Last pass of the removal of construction and demolition debris

These last pass dates shall be very important to both the City and the Consultant or Provider because of the liquidated damages that may be implemented, if the Consultant or Provider does not meet these dates.

Scope of services under this contract includes, but is not limited to:

a. **Emergency Road Clearance**
   Under this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster. All roadways designated by the City Debris Coordinators shall be clear and passable within 70 working hours of the Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Consultant or Provider's 70-hour limit through a written request. This may include roadways in the City or other governmental agencies under the legal responsibility of the City. Clearance of these roadways will be performed as identified by the City Debris Coordinators. The Consultant or Provider shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked.

b. **ROW Vegetative Debris Removal**
   Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport disaster-related vegetative debris existing on the City ROW to a City approved TDMS or an City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.
   1. For the purposes of this contract, vegetative debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
   2. Removal of vegetative debris existing in the City will be performed as identified by the City Debris Coordinators.

3. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved TDMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
4. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
5. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
6. The Consultant or Provider must provide traffic control as conditions require or as directed by the City Debris Coordinators.

c. **ROW C&D Debris Removal**

Under this contact, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Construction and Demolition (C&D) debris existing on the City ROW to a City approved TDMS of City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

1. For the purposes of this contract, C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
2. Removal of C&D debris existing in the City ROW will be performed as identified by the City Debris Coordinators.
3. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved TDMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
4. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
5. Entry onto private property for the removal of C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
6. The Consultant or Provider must provide traffic control as conditions require or directed by the City Debris Coordinators.

d. **Demolition, Removal, Transport and Disposal of Non-RACM Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will not include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition,

debris removal and site remediation as the City currently has a local contract in place for asbestos remediation and abatement. Further, debris generated from the demolition of Non-RACM structures, as well as scattered C&D debris on private property, will be transported to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

1. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

2. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.

3. Removal and transportation of Non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the City Debris Coordinators.

4. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

5. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

6. The Consultant or Provider is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

e. **Demolition, Removal, Transport and Disposal of RACM Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

1. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

2. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.

3. Removal and transportation of RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the City Debris Coordinators.

4. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

5. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

6. The Consultant or Provider is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

f. **TDMS Management, Operations and Reduction Through Grinding**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS for the acceptance, management, segregation, staging and reduction through grinding of disaster related debris. Grinding must be approved by the City Debris Coordinators prior to commencement of reduction activities. The TDMS layout and ingress and egress plan must be approved by the City Debris Coordinators.

1. The management of TDMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and TCEQ. The Consultant or Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

2. The Consultant or Provider is responsible for operating the TDMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and TCEQ guidelines.

3. Debris at TDMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

4. All un-reduced storm debris must be staged separately from reduced debris at the TDMS.

5. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS utilities such as, but not limited to, water, lighting and portable toilets.

6. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

7. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).

8. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

9. The Consultant or Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants that may be mixed with disaster debris. The Consultant or Provider is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City.

10. The Consultant or Provider is responsible for providing 24-hour TDMS security.

11. The Consultant or Provider will only permit Consultant or Provider vehicles and others specifically authorized by the City or its authorized representative on site(s).

12. The Consultant or Provider shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Consultant or Provider will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section IV.4.H below.)

    Upon completion of haul-out activities, the Consultant or Provider will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features and street sweeping any paved areas. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for TDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and TCEQ.

g. **TDMS Management, Operations and Reduction Through Air Curtain Incinerators**
Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of disaster related debris. ACI reduction must be approved by the City Debris

Coordinators, Division of Forestry, TCEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. TDMS layout and ingress and egress plan must be approved by the City Debris Coordinators.

1. The management of TDMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and TCEQ. The Consultant or Provider shall also be responsible any and all costs associated with third-party groundwater and soil testing.

2. The Consultant or Provider is responsible for operating the TDMS in accordance with OSHA, EPA and TCEQ guidelines.

3. Debris at TDMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

4. All un-reduced storm debris must be staged separately from reduced debris at the TDMS.

5. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS utilities such as, but not limited to, water, lighting and portable toilets.

6. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

7. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.

8. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

9. The Consultant or Provider is responsible for providing 24-hour TDMS security and fire watch.

10. The Consultant or Provider will only permit Consultant or Provider vehicles and others specifically authorized by the City or its authorized representative on site(s).

11. The Consultant or Provider shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Consultant or Provider will at a minimum meet the specifications provided in Section IV.4.H below.

12. The Consultant or Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on TDMS operations.

    Upon completion of haul-out activities, the Consultant or Provider will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features and street sweeping any paved areas. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for TDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and TCEQ.

h. Inspection Towers

As directed by the City, the Consultant/Provider shall provide an inspection tower at each Debris Management Site (DMS) and disposal site, as described below or approved equivalent. The tower shall be of sound construction. The inspection tower shall comply with standard OSHA requirements and local codes, withstand a 45 mph wind load, provide adequate height to enable inspectors to view over the protective rail down into the loaded debris hauling containers, and have a minimum covered working area of 8 feet X 12 feet. The tower is for the purpose of the City/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances. If the inspection tower does not allow for full view of the entire waste hauling vehicle, load ratings will be based on the portion of the vehicle visible from the tower.

i. TDMS Management, Operations and Reduction Through Controlled Open Burning

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS for the acceptance, management, segregation, staging and reduction through controlled open air burning of disaster related debris. Controlled open air burning must be approved by the City Debris Coordinators, City Fire Marshal, Texas Forest Service, TCEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. TDMS layout and ingress and egress plan must be approved by the City Debris Coordinators.

1. The management of TDMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and TCEQ. The Consultant or Provider shall also be

responsible for any and all costs associated with third-party groundwater and soil testing.

2. The Consultant or Provider is responsible for operating the TDMS in accordance with OSHA, EPA and TCEQ guidelines.

3. Debris at TDMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

4. All un-reduced storm debris must be staged separately from reduced debris at the TDMS.

5. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS utilities such as, but not limited to, water, lighting and portable toilets.

6. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.

7. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.

8. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

9. The Consultant or Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Consultant or Provider is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from TDMS locations, is a cost reflected in this scope of services item 13. Depending on the volume of HHW per TDMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at TDMS locations.

10. The Consultant or Provider is responsible for providing 24-hour TDMS security and fire watch.

11. The Consultant or Provider will only permit Consultant or Provider vehicles and others specifically authorized by the City or its authorized representative on site(s).

12. The Consultant or Provider shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by

the Consultant or Provider will at a minimum meet the specifications provided in this RFP.

13. The Consultant or Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other VOCs as deemed necessary based on TDMS operations.

14. Upon completion of haul-out activities, the Consultant or Provider will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for TDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and TCEQ.

j. **Haul-Out of Reduced Debris to a City Approved Final Disposal Site**
Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced material such as ash, compacted C&D or mulch existing at a City approved TDMS to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. The Consultant or Provider shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City approved Final Disposal Site.

k. **Removal of Hazardous Leaning Trees and Hanging Limbs** Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all hazardous trees six inches or greater in diameter, measured four-and-a-half feet from the base of the tree and hazardous hanging limbs two inches or greater in diameter when measured at the break existing on the City ROW. Debris generated from the removal of hazardous trees and hanging limbs two inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed. Hazardous leaning trees less than six inches in diameter, measured four-and-a-half feet from the base of the tree, will be flush cut, loaded and removed. The City will not compensate the Consultant or Provider for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all hazardous leaning trees and hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW then the Consultant or Provider must load the resulting debris as hazardous leaning tree or hazardous hanging limbs as they are removed.

1. Hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in

diameter existing on the City ROW or private property will be performed as identified by the City Debris Coordinators. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Consultant or Provider, in writing, by the City Debris Coordinators. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:

i. The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare and safety.

ii. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

iii. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.

iv. The tree has a split trunk that exposes heartwood.

2. Removal and placement of hazardous hanging limbs two inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Coordinators. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Consultant or Provider, in writing, by the City Debris Coordinators. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

i. The limb is greater than two inches in diameter.

ii. The limb is still hanging in a tree and threatening a public-use area.

iii. The limb is located on improved public property.

l. **Removal of Hazardous Stumps**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove hazardous uprooted stumps greater than 24 inches in diameter, measured 24 inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Hazardous stumps measured 24 inches from the base of the tree and 24 inches or less in diameter will be considered normal vegetative debris and removed in accordance with scope of services item 2. The diameter of stumps less than 24 inches will be converted into a cubic yardage volume based on the most current version of Public Assistance Program and Policy Guide, FEMA, FP 104-009-2, Stump Conversion Table.

When specialized equipment is required for loading and hauling of stumps 2 feet in diameter or greater with no extraction required, payment will be on a per stump basis

utilizing the unit price of vegetative debris and the cubic yard quantity shall be derived from the stump conversion table in the most current version of Public Assistance Program and Policy Guide, FEMA, FP 104-009-2, Stump Conversion Table.

1. Hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Coordinators. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Consultant or Provider, in writing, by the City Debris Coordinators. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
   i. Fifty percent (50 %) or more of the root ball is exposed.
   ii. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than 50 percent (50 %) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of this RFP. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table. The City or its authorized representative will measure and certify all eligible stumps prior to removal.

m. **Sand, Silt, and Debris Removal from Detention/Retention Structure**
Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect sand, silt, and debris from City detention/retention structures and transport to a City approved final disposal site in accordance with all federal, state, and local rules and regulations.

1. For the purposes of this element, sand, silt, and debris existing in City detention/retention structures will be removed to a depth designated by the City or the City's authorized representative.

2. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

n. **Household Hazardous Waste Removal Transport and Disposal**
Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of HHW from the ROW to the TDMS.

1. The removal, transportation and disposal of HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

2. All HHW shall be managed as hazardous waste and disposed of at a permitted TSDF or acceptable recycling facility. The facility for recycling or final disposal site must be approved in writing by the City.

o. ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved TDMS, decontamination, and transportation to a City approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the City. White goods containing refrigerants must first have such refrigerants removed by the Consultant or Provider's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

1. The removal, transportation, and recycling or final disposal of white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

2. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

3. The Consultant or Provider shall recycle or dispose of all white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

4. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a City approved TDMS for refrigerant removal by the Consultant or Provider's qualified technicians.

p. Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City approved Final Disposal Site. The Consultant or Provider shall coordinate activities the City and appropriate state agencies, if needed.

Disposal of animal carcasses must be compliant with the Texas Department of Agriculture and TCEQ rules for handling, solid waste, and air quality. The contractor shall coordinate directly with our Animal Services department in determining appropriate actions for the disposal.

q. Other Debris Removal Work

Neither the Consultant or Provider nor any subConsultant/Providers shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Consultant or Provider to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

EXHIBIT B

REQUIRED FORMS CONTINUED

Document 00435

DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITYAND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Ashley Ramsay-Naile

(Printed or typed Name of Signatory)

Ashley Ramsay-Naile

(Signature)

10/21/2024

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Ashley Ramsay-Naile

(printed name of signatory)

Ashley Ramsay-Naile 10/21/2024

(signature and date)

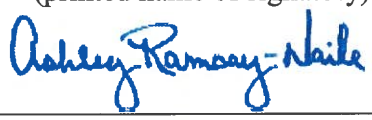
THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et s eq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Ashley Ramsay-Naile

(printed name of signatory)



10/21/2024

(signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

Ashley Ramsay-Naile

(printed name of signatory)

Ashley Ramsay-Naile 10/21/2024

(signature and date)

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EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et s eq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CONTINUED NEXT PAGE

EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et s eq.
CONTINUED

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may
direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Ashley Ramsay-Naile — 10/21/2024

(printed name of signatory) (signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL

CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
   A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
   B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.

2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.
   Equal Employment Officer: Mary G. White
   Office #: 251-478-6848
   Email: hr@crowdergulf.com

3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.

6. All company facilities and activities shall be non-segregated.

7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".

8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.

9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.

10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.

11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

Ashley Ramsay-Naile

President

GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact re lie d upon by (insert n me of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving a s recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bid r or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tie r cove red transactions.

Ashley Ramsay-Naile _____ (printed name of signatory)

Ashley Ramsay-Naile 10/21/2024 _____ (signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL

CONTRACT WORK HOURS AND S AFETY STANDARDS ACT 29 CFR § 5.5(b)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall re quire or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work wee k unless such laborer or mechanic receives compensation a t a rate not le ss than one and one-half times the basic rate of pa y for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individua l was required or permitted to work in excess of the standard work wee k of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or ca use to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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CONTRACT WORK HOURS AND S AFETY STANDARDS ACT 29 CFR § 5.5(b)

CONTINUED

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clause s in any lower tie r subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tie r subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Ashley Ramsay-Naile

(printed name of signatory)

Ashley Ramsay-Naile 10/21/2024

(signature and date)

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DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Ashley Ramsay-Naile

(Printed Name of Signatory)

Ashley Ramsay-Naile 10/21/2024

(Signature and Date)

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LOBBYING

Byrd Anti-Lobbying Amendment, 3 1 U.S.C. § 13 5 2 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tie or above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the recipient.

APPENDIX A, 4 4 C. F. R. PART 18 – CERTIFICATION REGARDING LOBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with e ach bid or offer exceeding $100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, 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 subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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LOBBYING
CONTINUED

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to 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.

The Contractor, CrowderGulf, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure, if any.

Executed this 21st day of October, 20 24

By Ashley Ramsay-Naile

Signature of Bidder/Contractor /Subcontractor's Authorized Official

Ashley Ramsay-Naile

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

President

Title of Authorized Official

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CLEAN AIR
42 U.S.C. § 7401 et s eq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Ashley Ramsay-Naile

(printed name of signatory)

Ashley Ramsay-Naile 10/21/2024

(signature and date)

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 e t s eq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provide d by FEMA.

Ashley Ramsay-Naile

(printed name of signatory)

Ashley Ramsay-Naile 10/21/2024

(signature and date)

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PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C. 6962

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, http s ://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Ashley Ramsay-Naile

(printed name of signatory)

Ashley Ramsay-Naile 10/21/2024

(signature and date)

DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Ashley Ramsay-Naile

(printed name of signatory)

Ashley Ramsay-Naile 10/21/2024

(signature and date)

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COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Ashley Ramsay-Naile

(printed name of signatory)

Ashley Ramsay-Naile 10/21/2024

(signature and date)

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH EACH PROPOSAL

E-VERIFY PROGRAM

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the City, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Owner upon request.

Company Name: CrowderGulf, LLC Printed

Name of Company Representative:
Ashley Ramsay-Naile

Signature: Ashley Ramsay-Naile

Title:
President

Date:
10/21/2024

BID / RFP Number:
RFP 25-18100-TF Debris Management during FEMA Activated/Qualifying Reimbursement Events

THIS DOCUMENT MUST BE COMPLETED, SIGNED, WITH EACH PROPOSAL

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 312220

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	CrowderGulf LLC / CrowderGulf Joint Venture, Inc.
Company Facility Address	5629 Commerce Blvd E Mobile, AL 36619
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	010626019
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

City of Lubbock
RFP 25-18100-TF
Debris Management during FEMA Activated/Qualifying Reimbursement Events
Proposal Price Sheet

EXHIBIT B

				CrowderGulf, LLC	
			Location Total Cost:	**Mobile, AL $2,439.95**	
#	Item Description	Quantity Required (+/-)	UOM	Unit Price	Total Cost
Vegetative Collect and Haul to DMS					
#1-1	0-15 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) Vegetative collect and remove for a haul distance up to 15 miles	1	CY	$12.00	$12.00
#1-2	Management Site (DMS) Vegetative collect and remove	1	CY	$13.00	$13.00
#1-3	31-60 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) Vegetative collect and remove for a haul distance between 31 and 60 miles	1	CY	$14.00	$14.00
#1-4	60 + Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) Vegetative collect and remove for a haul distance of 60+ miles	1	CY	$16.00	$16.00
Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)					
#2-1	0-15 Miles Veg from Right-of-Way (ROW) to Final Disposition Vegetative collect and remove for a haul distance up to 15 miles	1	CY	$16.00	$16.00
#2-2	16-30 Miles Veg from Right-of-Way (ROW) to Final Disposition Vegetative collect and remove for a haul distance between 16 and 30 miles	1	CY	$18.00	$18.00
#2-3	31- 60 Miles Veg from Right-of-Way (ROW) to Final Disposition Vegetative collect and remove for a haul distance of 60+ miles	1	CY	$20.00	$20.00
#2-4	60 + Miles Veg from Right-of-Way (ROW) to Final Disposition Vegetative collect and remove for a haul distance of 60+ miles	1	CY	$24.00	$24.00
Management and Reduction					
#3-1	Grinding Grinding/chipping vegetative debris	1	CY	$4.95	$4.95
#3-2	Air Curtain Burning Air Curtain Burning vegetative debris (Include Costs of Air Curtain Burner)	1	CY	$4.00	$4.00
#3-3	Air Curtain Burning Above Ground Air Curtain Burning (Burner Box) of vegetative debris (Include Costs of Box Burner)	1	CY	$3.75	$3.75
#3-4	Open Burning Open Burning vegetative debris	1	CY	$3.75	$3.75
#3-5	Compacting Compacting vegetative debris	1	CY	$3.00	$3.00
#3-6	Debris Management Site Management Preparation, management, and segregating at DMS	1	CY	$1.00	$1.00
Haul of Reduced Material from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)					
#4-1	0-15 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition Vegetative collect and remove for a haul distance up to 15 miles	1	CY	$4.50	$4.50

City of Lubbock
RFP 25-18100-TF
Debris Management during FEMA Activated/Qualifying Reimbursement Events
Proposal Price Sheet

#4-2	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition Vegetative collect and remove for a haul distance between 16 and 30 miles	1	CY	$6.50	$6.50
#4-3	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition Vegetative collect and remove for a haul distance between 31 and 60 miles	1	CY	$7.50	$7.50
#4-4	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition Vegetative collect and remove for a haul distance of 60+ miles	1	CY	$9.50	$9.50
C&D Collect and Haul from ROW to DMS					
#5-1	0-15 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance up to 15 miles	1	CY	$12.00	$12.00
#5-2	16-30 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance between 16 and 30 miles	1	CY	$13.00	$13.00
#5-3	31-60 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance between 31 and 60 miles	1	CY	$14.00	$14.00
#5-4	60 + Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance of 60+ miles	1	CY	$16.00	$16.00
Haul of C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)					
#6-1	0-15 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	1	CY	$8.00	$8.00
#6-2	16-30 Miles C&D from Debris Management Site (DMS)to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	1	CY	$9.00	$9.00
#6-3	31-60 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	1	CY	$12.00	$12.00
#6-4	60 + Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	1	CY	$14.00	$14.00
Haul of Compacted C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)					
#7-1	60 + Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	1	CY	$5.00	$5.00
#7-2	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	1	CY	$7.00	$7.00
#7-3	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	1	CY	$9.00	$9.00
#7-4	60 + Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	1	CY	$11.00	$11.00

City of Lubbock
RFP 25-18100-TF
Debris Management during FEMA Activated/Qualifying Reimbursement Events
Proposal Price Sheet

C&D Collect and Haul from ROW to Final Disposition					
#8-1	0-15 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	1	CY	$16.00	$16.00
#8-2	16-30 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	1	CY	$18.00	$18.00
#8-3	31-60 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	1	CY	$20.00	$20.00
#8-4	60 + Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	1	CY	$24.00	$24.00
Management and Reduction					
#9-1	Compacting Compacting C&D debris	1	CY	$3.50	$3.50
#9-2	Debris Management Site Management Preparation, management, and segregating at DMS	1	CY	$1.00	$1.00
36 EXHIBIT A – COST WORKSHEET CITY OF LUBBOCK POST DISASTER DEBRIS HAULING SERVICES Tree Operations					
#10-1	Hazardous Tree 6" - 12" Hazardous tree removal for 6 - 12 inch's truck diameter measured at 4.5 ft. above ground level	1	Per Tree	$100	$100
#10-2	Hazardous Tree 13" - 24" Hazardous tree removal for 13 - 24 inch's truck diameter measured at 4.5 ft. above ground level	1	Per Tree	$160	$160
#10-3	Hazardous Tree 25" - 36" Hazardous tree removal for 25 - 36 inch's truck diameter measured at 4.5 ft. above ground level	1	Per Tree	$190	$190
#10-4	Hazardous Tree 37" - 48" Hazardous tree removal for 37 - 48 inch's truck diameter measured at 4.5 ft. above ground level	1	Per Tree	$200	$200
#10-5	Hazardous Tree 49+ Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level	1	Per Tree	$210	$210
#10-6	Trees with Hazardous Limbs Hazardous Hanging Limb removal greater than 2"	1	Per Tree	$80	$80
#10-7	Hazardous Stumps >24" - 36" Hazardous stump removal for a 24-36 inch stump diameter	1	Per Stump	$50	$50
#10-8	Hazardous Stumps >37" - 48" Hazardous stump removal for a 37-48 inch stump diameter	1	Per Stump	$75	$75
#10-9	Hazardous Stumps >49" Hazardous stump removal for a 49+ inch stump diameter	1	Per Stump	$95	$95
#10-10	Stump Fill Dirt Fill and compact dirt for stump holes after removal	1	CY	$14	$14
Specialty Removal					
#11-1	Waterway Debris Removal Debris Removed from canals, rivers, creeks, streams, and ditches	1	CY	$60	$60
#11-2	Sand Collection and Screening Pick-up, screen, and return debris laden sand/mud/dirt/rock	1	CY	$18	$18

City of Lubbock
RFP 25-18100-TF
Debris Management during FEMA Activated/Qualifying Reimbursement Events
Proposal Price Sheet

#11-3	Silt/Sand Removal Removal of silt or sand that creates a threat to public health and safety	1	CY	$16	$16
#11-4	Vehicle Removal from Public Property Removal, storage, and disposal of eligible vehicle per State Laws	1	Unit	$200	$200
#11-5	Vessel Removal (Land) Removal, storage, and disposal of eligible vessel from public property per State Laws	1	Unit	$15	$15
#11-6	Vessel Removal (Marine) Removal, storage, and disposal of eligible vessel from public waterways per State Law	1	Unit	$20	$20
#11-7	Carcass Removal Removal of debris that will decompose (animals and organic fleshy matter	1	Pound	$2	$2
#11-8	ROW White Goods Removal Pick-up and haul of white goods to disposal site	1	Unit	$45	$45
#11-9	Freon Management Freon management and recycling	1	Unit	$35	$35
#11-10	Electronic Waste Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors, TVs, radios, microwaves, and other electronic items	1	Unit	$35	$35
#11-11	Putrescent Waste Removal of spoiled food items, or debris that will decompose or rot	1	Pound	$8.00	$8.00
#11-12	Hazardous Household Waste HHW removal and disposal	1	Pound	$12.00	$12.00
#11-13	Bio-waste Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	1	Pound	$9.00	$9.00
#11-14	Small Engines/Lawn Mowers Collect and remove small engines, lawn mowers, or other motorized items that can be recycled	1	Unit	$45	$45
PPDR Vegetative Collect and Haul to DMS					
#12-1	0-15 Miles Veg from Private Property to Debris Management Site (DMS) Vegetative collect and remove for a haul distance up to 15 miles	1	CY	$18.00	$18.00
#12-2	16-30 Miles Veg from Private Property to Debris Management Site (DMS) Vegetative collect and remove for a haul distance between 16 and 30 miles	1	CY	$19.00	$19.00
#12-3	31-60 Miles Veg from Private Property to Debris Management Site (DMS) Vegetative collect and remove for a haul distance between 31 and 60 miles	1	CY	$20.00	$20.00
#12-4	60 + Miles Veg from Private Property to Debris Management Site (DMS) Vegetative collect and remove for a haul distance of 60+ miles	1	CY	$21.00	$21.00
PPDR Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)					
#13-1	0-15 Miles Veg from Private Property to Final Disposition Vegetative collect and remove for a haul distance up to 15 miles	1	CY	$20.00	$20.00
#13-2	16-30 Miles Veg from Private Property to Final Disposition Vegetative collect and remove for a haul distance between 16 and 30 miles	1	CY	$22.00	$22.00

#13-3	31-60 Miles Veg from Private Property to Final Disposition Vegetative collect and remove for a haul distance between 31 and 60 miles	1	CY	$24.00	$24.00
#13-4	60 + Miles Veg from Private Property to Final Disposition Vegetative collect and remove for a haul distance of 60+ miles	1	CY	$26.00	$26.00
PPDR C&D Collect and Haul to DMS					
#14-1	0-15 Miles C&D from Private Property to Debris Management Site (DMS) C&D collect and remove for a haul distance up to 15 miles	1	CY	$18.00	$18.00
#14-2	16-30 Miles C&D from Private Property to Debris Management Site (DMS) C&D collect and remove for a haul distance between 16 and 30 miles	1	CY	$19.00	$19.00
#14-3	31-60 Miles C&D from Private Property to Debris Management Site (DMS) C&D collect and remove for a haul distance between 31 and 60 miles	1	CY	$20.00	$20.00
#14-4	60 + Miles C&D from Private Property to Debris Management Site (DMS) C&D collect and remove for a haul distance of 60+ miles	1	CY	$21.00	$21.00
PPDR C&D Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)					
#15-1	0-15 Miles C&D from Private Property to Final Disposition C&D collect and remove for a haul distance up to 15 miles	1	CY	$20.00	$20.00
#15-2	16-30 Miles C&D from Private Property to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	1	CY	$22.00	$22.00
#15-3	31-60 Miles C&D from Private Property to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	1	CY	$24.00	$24.00
#15-4	60 + Miles C&D from Private Property to Final Disposition collect and remove for a haul distance of 60+ miles	1	CY	$26.00	$26.00
Demolition of Private Structure					
#16-1	Demolition of Eligible Private Structure Inspect, secure, prepare, and safeguard surrounding area from hazards, e.g. dust (haul rates for PPDR apply)	1	SF	$12.00	$12.00

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

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

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

___ YES X NO

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT

INSURANCE REQUIREMENTS

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

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

SUSPENSION AND DEBARMENT CERTIFICATION

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

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

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

TEXAS GOVERNMENT CODE SECTION 2271.002

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

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

TEXAS GOVERNMENT CODE 2274

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

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

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

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

VENDOR ACKNOWLEDGEMENT

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

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

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



Authorized Signature

President

Title

Ashley Ramsay-Naile

Print/Type Name

10/21/2024

Date

CrowderGulf, LLC.

Company Name

5629 Commerce Blvd. E

Address

Mobile, AL 36619

City, State Zip Code

Contact for questions, clarifications, etc.	
Name and Title:	Ashley Ramsay-Naile, President
Mailing Address:	5629 Commerce Blvd. E
City, State, Zip:	Mobile, AL 36619
Telephone No:	800-992-6207 / 646-872-1548
Fax No:	251-459-7433
E-Mail:	jramsay@crowdergulf.com

EXHIBIT C

1. INSURANCE REQUIREMENTS

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

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

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

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

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

Automatically add an excess liability of $4M.

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

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

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
* Waivers of Subrogation are required for CGL, AL, and WC.
* To Include Products of Completed Operations endorsement.
* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
* Carriers must meet a A.M. Best rating of A- or better.
* Subcontractors must carry same limits as listed above

Purchasing and Contract Management

Project Summary

RFP 25-18100-TF
Debris Management during FEMA Activated/Qualifying Reimbursement Events

Notice was published in the Lubbock Avalanche Journal on October 6 & October 13, 2024.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from October 6 to October 30, 2024.
11 individuals attended the pre-proposal meeting.
49 vendors downloaded the documents using Bonfire.com.
21 vendors were notified separately.
5 vendors submitted proposals.

AI# 13359

Regular City Council Meeting **6. 24.**

04/22/2025:

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Contract 18604, with Veoci, Inc., for Part 139 Inspection, Work Order System, Safety Management System Reporting Software, and Maintenance at Lubbock Preston Smith International Airport.

Item Summary

Lubbock Preston Smith International Airport (LBB) issued a Request for Proposals (RFP), to provide Part 139 Inspection, Work Order System, and Safety Management System (SMS) reporting software and maintenance system. The proposed system should include, but is not limited to, the following functionality and services:

• Digitally record, track, and manage all record-keeping requirements for inspection checklists, Notice to Airmen (NOTAM) Manager integration, and wildlife management;
• Provide a work order management system which supports airfield and terminal maintenance activities, including a public-facing element for non-users;
• Provide a digital Safety Management System tracking and status module;
• Integrate the Airport's Geographic Information System (GIS) data, supports moving map functionality and geolocation;
• Support no less than 25 users on Windows operating system, with desktop, tablet, and smartphone functionality;
• Support the ability to attach images and other files;
• Provide initial user training and additional training as needed;
• Provide 24/7/365 customer support, service level measurements, maintenance, and update schedules;
• Propose a system that should be hosted offsite and include adequate storage to meet airport needs;
• Provide Airport employee Part 139 training documentation solution; and
• Allow Airport staff to create specific forms as needed without requiring vendor approval and vendor staff work as applicable. In response to RFP 25-18604-TF, proposals were received by 6 contractors.

An evaluation committee reviewed the proposals based on the following criteria: 35% Cost Proposal; 35% Examples and information of the proposed software and modules, and how they specifically support each of the services; 10% Relevant

experience and availability of key personnel, including principals, project managers, and project designers; 10% Experience with similar tasks with commercial service airport working environment; and 10% Conformance of submitted proposal to requirement as outlined in the RFP.

Proposals were ranked as follows:

Contractors	Points
Veoci, Inc., New Haven, Connecticut	73.14
Eagle & Myslik, Inc., Englewood, Colorado	70.33
Aerosimple LLC, Sheridan, Wyoming	57.76
Raxar Technology Corp., Tampa, Florida	44.52
Delasoft Inc., New Castle, Delaware	33.51
Electronic Data LLC dba EDI, Saint Petersburg, Florida	22.75

Airport staff and Airport Advisory Board recommend the contract award to the highest ranked proposer, Veoci, Inc. of New Haven, Connecticut, for $213,585.

The contract will be for a term of one year, with the option of 4, one-year extensions.

The current system will be discontinued by the provider effective October 2025. In order to meet the training and record-keeping requirements of Federal Aviation Regulations, Part 139, a new system is necessary. This system will also meet the new requirements for SMS implementation. Record keeping of airfield inspections, airfield conditions, fuel inspections, corrective and preventative maintenance, and condition reporting is a federal requirement per 14 CFR Part 139.301.

Fiscal Impact

The initial cost to configure the software and platform specifically for the airport is $24,000 and is budgeted in Capital Improvement Project 8683 - Safety Management System (SMS).
The annual cost of service is $37,917, for years one through five, beginning October 1, 2025. This cost will be programmed in the annual airport operating budget, account 4616.8302.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - Veoci, Inc.
Contract - Veoci, Inc.
CIP 8683 - Budget Detail
CIP 8683 - Project Detail
18604 - Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract 18604, for Inspection, Work Order System, Safety Management System Reporting Software and Maintenance at the Lubbock Preston Smith International Airport, by and between the City of Lubbock and Veoci, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Veoci, Inc.
April 14, 2025

City of Lubbock, TX
Part 139 Inspection, Work Order System, Safety Management System Reporting Software and Maintenance
Agreement

This Service Agreement (this "Agreement") is entered into as of the __day of _____**2025** ("Effective Date") by and between **Veoci, Inc. (**the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 25-18604-TF Part 139 Inspection, Work Order System, Safety Management System Reporting Software and Maintenance and

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Part 139 Inspection, Work Order System, Safety Management System Reporting Software and Maintenance and, upon terms and conditions maintained in this Agreement; and

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

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

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

Scope of Work

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

Article 1

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

1.2 Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate. Further, if the Contractor can provide

documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period. If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

1.3 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

1.4 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 goods or 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 goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

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

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

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

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

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

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

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

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

2.20 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for

injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

2.21 LIMITATION OF LIABILITY. Except for death or personal injury, Contractor's liability for direct damages, loss or liability for any cause, and regardless of the form of action will be limited to the total amount of fees payable by City under this Agreement over the twelve (12) months prior to the date that the action arose

-----INTENTIONALLY LEFT BLANK-----

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

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY: N BELL

Authorized Representative

Nathaniel Ellis

Print Name

Veoci, Inc. 195 Church St, 14 Floor

Address

New Haven, CT, 06510

City, State, Zip Code

City of Lubbock, TX
RFP 25-18604-TF
Part 139 Inspection, Work Order System, Safety Management System Reporting Software and Maintenance

GENERAL REQUIREMENTS

1. INTENT

The City of Lubbock ("City") requests proposals from experienced, qualified, and interested firms (hereinafter "Offerors") to provide **Part 139 Inspection, Work Order System, Safety Management System Reporting Software and Maintenance** for the City, which owns and operates the Preston Smith International Airport ("Airport"), pursuant to the terms and conditions hereinafter set forth in or referred to in this Request for Proposals (also referred to herein as "RFP"). This RFP is open to all Offerors who meet the qualifications and requirements as outlined below in this RFP. The proposal will include provision for access to system, software, and modules, as well as vendor technical support.

2. SCOPE OF WORK

The proposed system should be highly customizable and able to meet the current and future requirements of the City. The proposed should include, but is not limited to, the following functionality and services:

1. Digitally record, track and manage all record keeping requirements outlined in 14 CFR Part 139, including but not limited to, inspection checklists, NOTAM Manager integration, and wildlife management.
2. Provide a work order management system that supports airfield and terminal maintenance activities, including a public facing element for non-users.
3. Provide a digital Safety Management System tracking and status module.
4. Integrate Airport provided GIS data, support moving map functionality and geo-location.
5. Support no less than 25 users on Windows operating systems, with desktop, tablet, and smartphone functionality.
6. Support the ability to attach images and other files.
7. Provide initial user training and additional training, as needed.
8. Provide 24/7/365 customer support, service level measurements, and maintenance and update schedules.
9. The proposed system should be hosted offsite and include adequate storage to meet the needs of the Airport.
10. Provide Airport employee Part 139 training documentation solution.
11. Allow Airport staff to create specific forms as needed without requiring vendor approval and vendor staff work as applicable.

The City reserves the right at its sole discretion to solicit proposals from other qualified consultants on a project specific basis through the Request for Proposals (RFP) process, including those projects listed above, and not to include such projects in the Scope of Services under this RFP.

Scope of Work for City of Lubbock, TX Part 139 Inspection, Work Order System, Safety Management System Reporting Software

Prepared by: Veoci Inc.
April 11th, 2025

In reference to Contract 18604

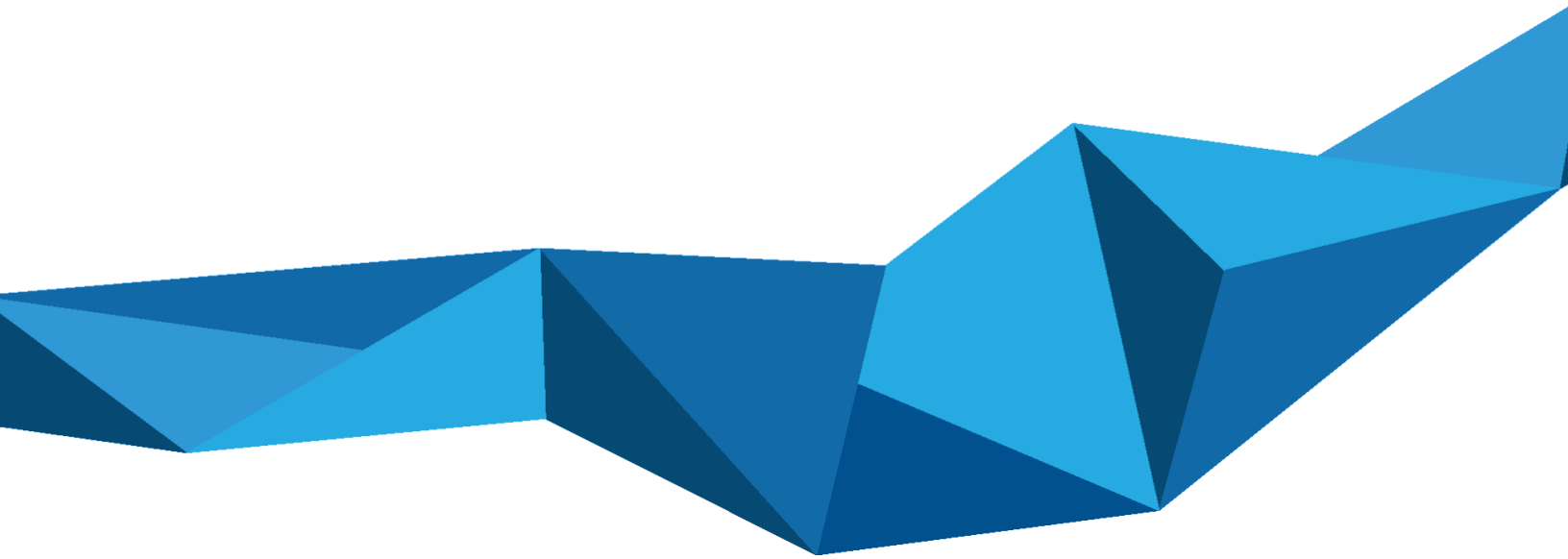

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Table of Contents

Table of Contents 1

Scope of Services **2**

A. Scope Statement 2

B. Change Management & Governance Plan 2

Phase 1. Requirements and Planning 2

Phase 2. Configuring, Piloting, and User Feedback 2

Phase 3. User Acceptance and Go-Live 2

Phase 4. Training 3

Phase 5: Maintenance & Technical Support 3

C. Project Schedule 3

D. Veoci Team Engagement 4

Customer Participation Vital for Implementation Success 4

E. Verified Deliverables 4

F. Milestones & Deliverables 4

o FAR Part 139 Inspections 4

○ Work Order Management 5

o Wildlife Hazard Management 6

○ Safety Management System 6

● Training Records Management 7

o Additional Integrations Included in the SOW 7

G. Training 7

a. End User Training 7

b. Training Documentation 8

c. Veoci Administrator Boot Camp Sessions 8

Level 1 - Admin Boot Camp 8

Level 2 - Admin Boot Camp Advanced 8

H. Professional Services for Solution Configurations 8

I. Assumptions & Work Requirements 8

Integration Requirements 9

Data Migration Requirements 9

J. Veoci Solutions Building Blocks 10

K. Technical Support 11

L. End User Abilities 12

Veoci Inc. | 195 Church Street, 14th Floor, New Haven CT 06510 | (203) 782-5944 | rfp@veoci.com | veoci.com

Scope of Services

A. Scope Statement

Veoci will work with the City of Lubbock team to implement a robust and integrated Airport Operations and Management solution following City of Lubbock processes. The proposed scope of work for this RFP is extensive and will require additional discovery to fully understand and identify all the key components that City of Lubbock has requested; however, Veoci is confident that we can exceed City of Lubbock's expectations with both our customer service and solution offerings.

B. Change Management & Governance Plan

Veoci utilizes Project Management tools that follow standard practices, such as the Project Management Body of Knowledge (PMBOK Guide), which describes established norms, methods, processes, and practices to ensure successful implementations and completion across all phases of the project life cycle.

Veoci uses its own system's tools to manage all projects. These provide a venue for planning, controlling, and coordinating projects in collaboration with all stakeholders while also presenting a clear and consistent methodology for logging and sharing project data and metrics to Users with permissions. Project status is updated real-time and allows for mid-course corrections and reassignments.

At Veoci, our goal is to deliver what you, the customer, will need and use. The Veoci platform provides flexibility so solutions can be added and modified easily.

Veoci Implementation Plan

Veoci's approach to system implementation comprises five phases:

Phase 1. Requirements and Planning

During this phase, the Customer Project Lead (and/or backup), other stakeholders identified by the customer, and the Veoci team work together to finalize scoped project requirements, defining details about the implementation plan, identifying the material resources and staff (both from the customer and Veoci) needed to successfully complete the project including creating the overall configuration plan.

Gathering and organizing information from their internal stakeholders and their involvement is critical. Both parties will also work together on the planning phase when the customer's team will provide the information needed to the Veoci team to successfully complete the implementation in a timely manner.

Phase 2. Configuring, Piloting, and User Feedback

During this phase, the assigned Veoci Solutions Engineers will build, configure, and test the new system as defined in the previous phase. The customer will assign personnel as required to work with Veoci on final testing and specify any changes needed. The Veoci team will also work with the customer's team to implement integrations with other systems if required.

Phase 3. User Acceptance and Go-Live

During this phase, the customer will go live with their new solutions and accept the system implemented. Veoci provides technical support to the customer's Administrators and Users to complete all knowledge transfer activities prior to the following training phase. Client employees will need to be available to answer Veoci team members' questions, provide support and reviews, assist with migration and integration, and be available for UAT (User Acceptance Testing).

NOTE: Veoci's strength is the ease of making changes once usage begins and feedback is received. This iteration leads to software that meets user's needs precisely.

Phase 4. Training

Veoci is simple, intuitive, and easy to use so most Users need only an introductory training. Neither the end users nor Administrators need a formal IT background or programming knowledge to learn Veoci.

Administrators Training:
Enabled by the no-code platform on which the solutions are built, Administrators learn to manage, modify and change their solutions. Client Veoci Administrators are provided with solution specific training as identified within the SoW.

Training Options:
Our team will work with City of Lubbock to ensure the training provided meets City of Lubbock needs. Some options include:

- Remote orientation webinars recorded for later viewing
- Our online Help/Knowledge Base that is part of the Veoci platform
- Short Task and role-specific videos for end users
- Train-the-trainer sessions
- Boot Camp training sessions for Administrators that are available in-person or online

If needed and as scoped, our team can develop specific training manuals for the customer with screenshots and "How To" instructions.

An overview of Veoci knowledge resources, including webinars, Boot Camps, training courses, and downloadable training materials, can be found at veoci.com/knowledge-resources.

Phase 5: Maintenance & Technical Support

Maintenance includes updates to Veoci software, patches and fixes, and major upgrades to the platform to support operational effectiveness. Technical support includes access to Veoci resources along with continued monitoring and assistance from the Implementation team.

A team of Veoci professionals, including Solutions Engineers and Customer Service Managers (CSMs), remain available to provide ongoing support and input as part of our commitment to helping customers maximize the value of their solution. If a customer requires additional features or significant changes to the existing solution, Veoci prides itself on a fast response. Solution support is available pending contract agreement and the purchase of Professional Service Hours.

C. Project Schedule

Veoci functionality will be available to City of Lubbock from day 1 of contract signing with core solutions as identified below deployed within 2 weeks. The Veoci and City of Lubbock Implementation team will then identify configuration modifications to each of the core solutions to meet City of Lubbock current process needs. These modifications will be identified and prioritized during a discovery meeting with relevant City of Lubbock team members. Work will be completed by the Veoci team using the Professional Service (PS) hours for modifications as identified within each milestones deliverables. Additional work outside of the included modification hours would require the purchase of additional PS hours for support. The PS hours included within this SoW are anticipated to completely meet City of Lubbock needs and will include both meetings and developmental time.

D. Veoci Team Engagement

The Veoci team engages with each customer implementation for at least five hours per week until the implementation outlined in this SOW is complete with no additional fees beyond what is included in the MSA. Engagement includes weekly meetings plus offline work such as building solutions, project documentation, and completing software integrations. We anticipate providing more than five hours of engagement in order to meet implementation timelines.

The Veoci team will be available to perform the implementation, beginning at the agreed upon start date and continuing through the use of associated PS hours. If implementation delays occur due to lack of customer participation or cooperation, team resources may be removed from the implementation. Team resources would then be reassigned depending on availability.

Customer Participation Vital for Implementation Success

Veoci's implementation success requires collaboration - regular participation from the customer's team. Successful delivery of an on-time solution requires that customers provide data and information and respond to requests in a timely manner, as well as attend regular project status meetings to provide input on the solution.

Implementations are managed on the Veoci platform itself in the customer's Support and Collaboration Space (Room) with Task management, Plans, Forms and Workflows, Reports, Dashboards, and Calendars. All communications, action items, Tasks, and meeting minutes related to the project are logged and shared in Veoci Rooms accessible and restricted to permissioned Users. Dashboards provide project status information in real-time.

E. Verified Deliverables

Veoci uses the Deliverable Verification Workflow to automate the process of collecting customer acknowledgment and acceptance of each deliverable listed in the project plan. Once a deliverable has been built and undergone User Acceptance Testing (UAT) by the customer and no further additions or revisions are required to complete the deliverable, Veoci will request that the customer accept and acknowledge receipt of the deliverable. This is done through an automated Workflow process that generates an email notification for the Customer Project Manager to review and approve. The Project Management Dashboard displays the status of all project deliverables. As Deliverables are accepted and become part of the customer's Veoci solution, Veoci considers implementation complete and is available to provide ongoing support.

F. Milestones & Deliverables

- FAR Part 139 Inspections

  The FAR Part 139 Airfield Inspection solution provides airfield inspection forms to assist Airports with an Operating Certificate remain in compliance with FAR Part 139.201 and 139.327.

  - (4) 5100-18D based inspection tools for day, night, periodic and special inspections incorporated into an automated report
  - (1) 18D Print Template
  - (1) Map asset overlay with default room mapping abilities
  - (1) Inspection Management Dashboard to easily display and access inspection record information

- Up to (10) Professional Service hours for solution modifications and configurations. See Section C, Project Schedule for usage information. Suggestions include but are not limited to:
    - GIS integration or data download to identify at a minimum airfield lighting and signage; additional assets including but not limited to pavement polygons and markings can easily be added
    - Airfield Inspection record document management library
    - Internal integration and correlation to SMS solution for easy reporting and consistent data management
    - Correlation of work order data stored within Veoci
    - Correlation of NOTAM data stored within Veoci
    - Automatic notification creation and management
    - Additional inspection forms or workflows such as perimeter inspections

Work Order Management

The Work Order Management Product allows Airports to easily create work orders to address any discrepancies found. This product, when combined with an Inspection product, assists certificated Airports in remaining compliant with 139.301 and 139.339.

- (1) 3 step Work Order process; typical solutions include at a minimum the following steps: submission, maintenance/operations review, close out
- Process ability to consolidate while still differentiating between Part 139, Non-139, facility, landside and terminal work orders
- (1) PDF Print/Report Template
- (1) Map asset overlay with default room mapping abilities
- (1) Work Order Management Dashboard to easily display and access record information
- (1) Public facing work request form
- Up to (15) Professional Service hours for solution modifications and configurations. See Section C, Project Schedule for usage information. Suggestions include but are not limited to:
    - GIS integration or data download to identify at a minimum airfield lighting and signage; additional assets including but not limited to pavement polygons and markings can easily be added
    - Internal integration and correlation to other Veoci solutions for easy reporting and consistent data management
    - Correlation of NOTAM data stored within Veoci
    - Automatic notification creation and management

Wildlife Hazard Management

The Wildlife Hazard Management (WHM) product assists certificated Airports to remain compliant with 139.337 and non-certificated Airports to inspect, monitor, and document per their internal WHM plan. This solution is typically combined with an Inspection and Work Order product.

- (1) One wildlife inspection tool (typically known as a log or survey) to identify sightings, hazings, etc
- Document management library to maintain City of Lubbock's WHMP and other reports
- (1) One standard database of wildlife species
- (1) Wildlife strike tool which is typically a wildlife strike report which is then integrated (2-way) with the FAA Wildlife Strike Database
- (1) PDF Print/Report Template
- (1) Map asset overlay with default room mapping abilities
- (1) Wildlife Dashboard to easily display and access record information
- Internal integration and correlation to SMS solution for easy reporting and consistent data management
- Internal integration and correlation to Safety Infraction / Citation Management solution for easy reporting and consistent data management; ex. Feeding of wildlife, improper refuse storage, FOD violations
- Up to (5) Professional Service hours for solution modifications and configurations.

Safety Management System

The Safety Management System (SMS) Product is a framework based on FAA recommendations that an Airport can adopt to help anticipate and address safety issues before they lead to an accident. Airports can use this SMS Product to deal with accidents and near misses proactively and apply lessons learned to improve safety and efficiency. This product may be integrated with any internal Veoci product and is typically used with an Inspection Product (separate product). Examples of uses include audit checklists, risk matrix, SRA and TRA tracking, mitigation management, reporting (public, private, anonymous), and analytics.

- (1) Safety Reporting Workflow with (4) four steps
- (3) Forms: Mitigations, Risk Register and Training
- (4) default PDF print templates
- (3) Dashboards: Public, Administrator and User
- (1) Airport Map asset overlay, default room mapping abilities (this is not an asset database but can be tied to an existing asset database within Veoci)
- Up to (15) Professional Service hours for solution modifications and configurations. Suggestions include but are not limited to: Inclusion of custom risk matrix, Custom notifications such as reminders, alerts and escalations, Internal integration and correlation to Inspection solution for easy reporting and consistent data management, Correlation of work order data stored within Veoci, Correlation of NOTAM data stored within Veoci.

Training Records Management

The Training Record Management product allows an Airport to easily manage and display its training records. Training record tools used may include Forms for types of training, attendees, tenant databases, and training assignment Workflows. While this solution can assist with the record keeping compliance requirements of FAR Part 139.301, 139.303 and 139.327, it can also be used for Fueler, ARFF, Airfield, TSA, and internal company training. For ease of 139 compliance, this solution should be combined with an FAA Dashboard (separate product).

Additional tools and functionality can be added to this solution depending on client needs (additional deliverable pricing).

- Up to (4) management tools
- (10) ten Custom Actions such as reminders, alerts, and notifications
- Up to (3) PDF print templates
- (1) Calendar with default room calendar settings
- (1) Training Management Dashboard
- Up to (10) hours professional services for solution modifications and configuration.

Additional Integrations Included in the SOW

- FAA Wildlife Strike Database 2-way integration to push wildlife strike report data and pull FAA strike number
- FAA Digital NOTAM Database 1-way integration to pull City of Lubbock specific published NOTAMs
- Metar, other Weather and Flight data integration from free sources with an open API, integration may be available for paid subscriptions with additional scoping, City of Lubbock to assume cost and maintenance of all paid subscriptions

G. Training

For the Statement of Work included here, Veoci recommends the training program described below. Based on the size and complexity of the customer's operation, additional training needs may be identified throughout the implementation and can be provided using Professional Service hours to tailor and deliver customized training.

a. End User Training

Following the delivery of the completed solution described in the SOW, Veoci will provide up to two (2) hours of end user training that covers basic navigation and use of the solution.

b. Training Documentation

Veoci platform specific training content is available for free for City of Lubbock Administrators through our virtual Basics and Fundamentals training courses. Training and how-to-guides are also available via our online Knowledge Database. More advanced Administrator training is identified below.

c. Veoci Administrator Boot Camp Sessions

Veoci employs a train-the-trainer framework, so that post-implementation and training, customer Administrators will be empowered to train end Users to use the specific Veoci solutions.

The Boot Camp course(s) listed below are appropriate for this implementation and City of Lubbock will be able to pick the four (2) seats that best relate to your Administrators capabilities. Copies of training materials and exercises presented through these courses will be made available to attendees.

Incident Management: Veoci Administrator Training

Level 1 - Admin Boot Camp
Level 2 - Admin Boot Camp Advanced

H. Professional Services for Solution Configurations

Veoci is extremely flexible and can be easily configured and reconfigured to adapt to changing business processes. Veoci Solutions Engineers tailor solutions to meet customer's specific business needs through the use of Professional Service Hours. Professional Service Hours can also be used by customers to finalize their solution at inception in order to have a completed solution that is available for use immediately. Professional Service allocated for implementation will be available for additional development or training during the period of 1 year from contract signing. Hours will not roll-over.

I. Assumptions & Work Requirements

In addition to any other responsibilities or duties described in this SOW, set forth below is a list of the obligations for which the customer is responsible, and assumptions upon which Veoci has relied in creating this SOW.

- The customer will identify, and make available for the duration of this project, one primary contact to act as Project Lead.
- The Customer Project Lead will brief their project team on Veoci and the customer's goals and objectives prior to the kick-off call.
- The customer holds primary responsibility for data quality of sufficient standards to achieve customer goals.
- Customer data for migration must be in the format specified either in the Deliverable or as detailed by the Veoci implementation team following initial requirements gathering. Data to be migrated must be ready for upload, in addition to being in the specified format (CSV file, PDF, etc.). For example, if importing into a field that accepts blue/red/green as attributes, entries can not include lime green.

The customer will cooperate in good faith with Veoci in its performance of this SOW by:

- Allocating sufficient resources and time to perform any tasks reasonably necessary to enable Veoci to perform its obligations under the SOW.
- Delivering in a timely manner any customer collateral and other obligations required for each Milestone included in this SOW.
- Responding in a timely manner to Veoci's inquiries related to the SOW.
- Actively participating in scheduled project meetings, completing accurate and timely information, data and feedback all as reasonably required.

Integration Requirements

Veoci has first hand experience with integrations and has completed and currently maintains hundreds of integrations for its customers across the many industries it serves.. For successful integration, assistance and cooperation is required from the customer's IT Team and sometimes with vendors whose products need to be integrated.

Veoci exposes a REST API that can be used by other systems to send data to Veoci or query data from Veoci. Use of this API is included in this SOW.

Veoci also has a console for configuring connections with APIs exposed by other systems - specifically ones that are accessible via the web and output either XML or JSON data. An unlimited number of these connections can be established by the customer.

Veoci can also connect with a web-facing SFTP site or an AWS S3 bucket to run a scheduled import of either CSV or XLSX data. This functionality is not self-service and needs to be configured by the Veoci team at an additional cost.

For new integrations that Veoci has not yet implemented, Veoci will work to implement a direct integration through REST API call to this system. Veoci's API integrations are highly flexible and can be implemented easily; however successful integration is dependent on the application that is being integrated. Veoci will work with the customer and the application vendor to implement the integration to accomplish the goals specified by the vendor wherever possible. Should an API integration not be feasible other options such as flat file upload via a SFTP or S3 bucket can be explored as well.

Functionality related to non-standard integrations may require additional configuration by the Veoci team, which will be provided at an additional cost.

Data Migration Requirements

Customer data for migration must be in a csv or xlxs format. Data to be migrated must also be ready for upload, in addition to being in the specified format (CSV file, xlxs). For example, if importing into a field that accepts blue/red/green as attributes, entries can not include lime green.

Legacy data provided to Veoci in a format other than that agreed upon will create an error in the system and not allow it to be uploaded. Veoci will not correct data errors, thus it is vital that the data provided to Veoci be in the exact format as agreed upon.

This SoW does not have specific data migration commitments however solution specific Professional Service hours may be used for this purpose.

J. Veoci Solutions Building Blocks

Veoci tools are the elements that provide specific functionalities within Veoci solutions. During implementation, Veoci Solution Engineers select the tool or combination of tools to configure the solution based on the customer's goals, existing processes, and available data.

Alerts, Notifications, and Check-Ins
Alerts, Notifications, and Check-ins can be configured for individuals or groups based on actions or conditions. Notifications include phone calls, conference calls, text/SMS, email, and mobile app Alerts. Additional costs are associated with configuring and on-going fees for conference calls.

Custom Actions
Custom Actions allow Administrators to define additional events to be triggered after someone creates or updates a Form Entry, Workflow, or Task.

Dashboards
Dashboards provide a visual summary of key information and metrics in one easily accessed location.

Forms
Forms are used to collect data in a structured format. Forms also serve as databases, often replacing multiple spreadsheets, and as ways to populate fields on Maps and Dashboards. Veoci provides considerable flexibility to configure fields included in Forms, and entries can include text, numbers, email addresses, selection options, date, and time fields.

Lists
Lists allow individual members to be grouped together for common activities or notifications. Members can be both customer employees and outside stakeholders, such as local emergency responders. A robust system of permissions manages individual member access to ensure appropriate and secure access to the Veoci platform.

Mapping Capabilities
Veoci provides its own comprehensive mapping program and intuitive, real-time integration with other GIS software. Users can enable or disable layers of location data coming from Veoci content such as Forms, Workflows, and Tasks. Users can also add annotations (i.e., points, lines, polygons) and labels to Maps and enable or disable GIS layers.

Plans
Plans are repeatable Room Templates that can be launched when a Plan is triggered. Plans can be used to instantly create Rooms that are prepopulated with Dashboards, Workflows, contact lists, required documents, Tasks, and other Templates.

Print Views
Print Views are customized views of a Form or Workflow entry that can be printed, emailed, exported to PDF, or added to Veoci Dashboards to provide situational awareness. Many Veoci solutions include default Print Views, especially those needed for regulatory reporting or compliance. Customized Print Views can be created as needed. Print Templates are designed using a WYSIWYG or HTML.

Reports
Reports are created to capture and present information to stakeholders, both within and outside of Veoci. Reports are exported from Veoci using PDF print templates. Summary information from Reports is often displayed on Dashboards.

Rooms
A Room is a collaboration space in Veoci that contains tools for gathering information and making decisions. Rooms can have cascading or descendant Rooms—known as Side Rooms. Almost all end User activity occurs in a Room or Side Room.

Saved Views
Saved Views are customized views of Form or Workflow entries that are configured to show specific information in a distinct format. Saved Views are used to display information grouped by defined criteria. Saved Views can be created for Forms, Workflows, and Tasks.

Tasks
Tasks assign a specific responsibility or action to an individual. Tasks can be configured to include structured work requests, categories of Tasks, priorities, and Map locations.

Workflows
Workflows are used to automate work processes. The customer defines the people, data, and process involved, and Veoci manages the flow of information and provides transparency, reminders, escalations, and Reports. Workflows also include automatic conditional steps and assignments for those situations when processes follow alternative flows.

K. Technical Support

Veoci Technical Support is available for platform related issues such as client identified bugs. Solution specific support, if covered per the contract and during implementation phases, will be provided by City of Lubbock's dedicated implementation team. Solution specific support outside of implementation will require the purchase of Professional Service hours or a pre-purchased support plan.

Included Support:

- **Support Center**. The VEOCI team will provide support from a support center via email, an Internet based Client support tool (English version only), and telephone. All support services shall be provided in English language, unless otherwise specified in this Agreement.
- **Hours of Support Center Operation.** Support center is available twenty-four (24) hours per day, seven (7) days per week
- **Requesting Support.**
  - Customer will identify the severity level (defined below) of the incident when requesting support from the support center
  - If all support center representatives are busy with other calls, a message will be left on the voicemail response system, which will page appropriate support personnel
  - The VEOCI team will target to meet and exceed defined service level metrics defined in this Schedule

Non-Critical Issue: System performance or bug affecting some users that **does not** prevent a customer from using the software to respond to a crisis.
Response Time: 2 business days
Channel: Email, web, or general support phone number.

Critical Issue: System performance or bug affecting all users that prevents a customer from using the software to respond to a crisis.
Response time: 2 business hours
Channel: Email, web, or general support phone number

Crisis Issue: System outage or severe bug preventing customer from using the software during their response to a crisis.
Response Time: 30 minutes (24x7)
Channel: Emergency phone number

Crisis Support: General questions, support, or assistance in the instance where: the Veoci Platform is fully operational, it is outside of VEOCI's normal business hours, but the customer is responding to a crisis and needs support.
Response Time: 30 minutes (24x7). May be subject to $200 hourly rate.
Channel: Emergency phone number

Business Hours: M-F 1:30AM -7PM Eastern Time

L. End User Abilities

Veoci requires no programming experience or customization by IT staff. Functionality to self configure or modify system solutions is point and click or drop down menus. Using Veoci tools any client authorized Administrator will have the ability to quickly and easily create solutions.

EXHIBIT B

City of Lubbock
RFP 25-18604-TF
Part 139 Inspection, Work Order System, Safety Management System Reporting Software and Maintenance
Proposal Price Sheet

				Veoci, Inc. **Mobile, AL** **$151,670.37**		
#	Item Description	Initial Cost	Annual Cost	Initial Cost	Annual Cost	Total Recurring Annual Cost
Cost Proposal						
#1-1	Part 139 Inspection and Record Keeping Module	1	4	$12,000.00	$0.00	$0.00
#1-2	Work Order Management System Module	1	4	$0.00	$0.00	$0.00
#1-3	Safety Management System Reporting Module	1	4	$12,000.00	$0.00	$0.00
#1-4	Annual Maintenance Costs (Includes Updates)	1	4	$0.00	$37,917.59	$151,670.37

#	Item Description	Quantity Required	Unit Price	Total Cost
One Time Costs				
#2-1	Implementation and Training	1	$0.00	$0.00

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

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

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

___ YES _X_ NO

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT

INSURANCE REQUIREMENTS

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

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

SUSPENSION AND DEBARMENT CERTIFICATION

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

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency. Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

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

Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

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

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

TEXAS GOVERNMENT CODE 2274

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

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

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

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

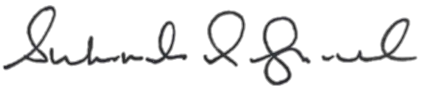
VENDOR ACKNOWLEDGEMENT

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

- **Insurance Requirements**
- **Suspension and Debarment Certification**

- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**

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



Authorized Signature Title CEO

Print/Type Name Date Sukh Grewal March 12, 2025

Company Name Address 195 Church St 14th Floor, New Haven, CT 06510

City, State Zip Code

Contact for questions, clarifications, etc.	
Name and Title:	**Vinny Jessel - Senior Account Executive**
Mailing Address:	**195 Church St 14th Floor**
City, State, Zip:	**New Haven, CT 06510**
Telephone No:	**203-782-5944 ext. 515**
Fax No:	
E-Mail:	**vincent.jessel@veoci.com**

Agreement Example

Review

EXHIBIT C

1. INSURANCE REQUIREMENTS

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

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

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

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Workers Compensation Requirements: NOT APPLICABLE. Employer Liability ($1M) is required with Workers Compensation

Cyber Liability Requirements: $1M of coverage is needed for Cyber Liability

Technology Errors and Omissions Requirements: $1M of coverage is needed.

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
* Waivers of Subrogation are required for CGL, AL, and WC.
* To Include Products of Completed Operations endorsement.
* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
* Carriers must meet a A.M. Best rating of A- or better.
* Subcontractors must carry same limits as listed above

IMPORTANT: POLICY ENDORSEMENTS

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

and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

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

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

City of Lubbock, TX
Capital Project
Project Cost Detail
April 22, 2025

Capital Project Number:	8683
Capital Project Name:	SMS Development

	Budget
Encumbered/Expended	
Task #1 Implementation	$ 49,999
Task #2 SMS Manual	49,999
Agenda Item April 22, 2025	
Contract 18604 Veoci, Inc.	24,000
Encumbered/Expended To Date	123,998
Estimated Costs for Remaining Appropriation	
Renovations/Construction	76,002
Remaining Appropriation	76,002
Total Appropriation	$ 200,000

CIP 8683 - Safety Management System (SMS) Development

Administrative

Project Manager: Kelly Campbell - Aviation Administration

Project Scope

Develop a Safety Management System (SMS) program to be complaint with Federal Aviation Administration guidance (AC 150/5200-37A). The program will include the development of a SMS policy, promotion, safety assurance, and steps for implementing safety risk assessment processes.

Project Justification

In February 2023, the FAA published the SMS final rule triggering the requirement for LBB, as a small hub airport, to implement SMS. Development and justification of SMS will ensure compliance with the requirements of 14 CFR Part 139. Additional benefits of SMS implementation include efficiencies and improvements in assessing the risks and hazards associated with construction projects and changes in airfield operations.

Project Highlights

Council Priorities Addressed:
Public Safety

Project History

- FY 2022-23 $200,000 was appropriated by Ord. 2023-O0082

Project Dates

Consultant Selection: May 2023-August 2023
Contract Negotiation: September-October 2023
Contract Award/Grant Acceptance: November 2023
Project Start Date: December 2024
Project End Date: May 2027
The federal mandate requires small hub airports such as LBB to:
1. Submit an implementation plan by April 24, 2024 (submitted on March 22, 2024).
2. The deadline to submit a proposed SMS manual is 12 months from the date on which the FAA approves the Implementation Plan (FAA approved March 2025).
3. The deadline to fully implement SMS is 36 months from the date on which the FAA approves the Implementation Plan (anticipated May 2027).

The SMS implementation plan and SMS Manual are complete. Staff will now complete the training program, and establish the platform for safety reporting. This platform is scheduled for council presentation in April 2025. If approved, completion is anticipated by October 2025. Following training and platform completion, this project will be ready to close.

Project Location

5401 N. Martin Luther King Boulevard, Lubbock, TX 79403

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Design	$200,000	$0	$0	$0	$0	$0	$0
TOTAL	**$200,000**	**$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
Airport Fund Cash	$200,000	$0	$0	$0	$0	$0	$0
TOTAL	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Information Technology	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500
TOTAL	**$12,500**	**$12,500**	**$12,500**	**$12,500**	**$12,500**	**$12,500**

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Purchasing and Contract Management

Project Summary

RFP 25-18604-TF
Part 139 Inspection, Work Order System, Safety Management System Reporting Software and Maintenance

Notice was published in the Lubbock Avalanche Journal on February 16 & February 23, 2025.
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 February 16 to March 12, 2025.
17 individuals attended the pre-proposal meeting.
72 vendors downloaded the documents using Bonfire.com.
4 vendors were notified separately.
6 vendors submitted proposals.

AI# 13409
Regular City Council Meeting **6. 25.**
04/22/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute License Amendment 1 – City of Lubbock and Lubbock Experience, Inc., for the Downtown Lubbock Civic Park.

Item Summary

On April 26, 2022, the Lubbock City Council approved a license agreement between the City of Lubbock and Lubbock Experience, Inc., for the property at 1301 Broadway in Downtown Lubbock.

The location is the approved site for the Downtown Civic Park. The original license agreement was for a 3-year term, which is up this month, April, 2025. The Licensee and private partners have done significant work in raising private funds for the construction of the Civic Park, and an extension to allow additional time to complete fund-raising and construction preparation activities is needed.

The proposed Amendment extends the license agreement by 120 days, with no changes to other terms and conditions. If approved, the license agreement term will now end on August 24, 2025.

Fiscal Impact

None

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution - Lubbock Experience
Amendment to License Agreement

RESOLUTION

WHEREAS, on June 9, 2020 the City Council adopted an updated Downtown Master Plan which included a recommendation for a Civic Park (the "Park") at 1301 Broadway Avenue in Downtown Lubbock; and

WHEREAS, on September 28, 2021, the City Council approved the Park project to be located at 1301 Broadway utilizing the Wind + Water design as created by TBG Partners and as recommended by the Central Business District Tax Increment Financing Reinvestment Zone Board; and

WHEREAS, Licensee wishes to construct a Civic Park in Downtown Lubbock that will serve as a community gathering space; and

WHEREAS, on April 26, 2022, the City Council of the City of Lubbock approved a License Agreement with Licensee (the "License") for the property in Downton Lubbock located at 1301 Broadway as more particularly described in the License as the Licensed Premises; and

WHEREAS, the original term for the License was for three (3) years beginning on April 26, 2022 and is set to expire on April 25, 2025; and

WHEREAS, Licensee has done considerable work in raising the necessary funds for developing the Park on the Licensed Premises but desires to extend the term of the License in order to continue raising funds and complete construction of the Park; and

WHEREAS, the City believes it to be in the best interest of the citizens of the City of Lubbock to grant this request for an extension of the License as outlined below:

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, an amendment to the License for the construction of a Civic Park in Downtown Lubbock located at 1301 Broadway Avenue, by and between the City of Lubbock and Lubbock Experience Inc., a 501(c)(3) nonprofit organization. The amendment to the License is attached hereto and incorporated herein as though set forth fully herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____, 2025.

_____
MARK MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

Matt Wade, City Attorney

ccdocs II//RES.Amend Civic Park License
April 22, 2025

AMENDMENT AND EXETENSION
LICENSE AGREEMENT
FOR THE
CIVIC PARK

This Amendment and Extension of the License Agreement for the Civic Park located at 1301 Broadway (the "Amendment"), is by and between the City of Lubbock, Texas, a home rule municipal corporation and political subdivision of the State of Texas, ("City") and Lubbock Experience, Inc. ("Licensee").

RECITALS

WHEREAS, on June 9, 2020, the City Council of the City of Lubbock adopted an updated Downtown Master Plan which included a recommendation for a Civic Park (the "Park") at 1301 Broadway Avenue in Downtown Lubbock; and

WHEREAS, on September 28, 2021, the City Council of the City of Lubbock approved the Park project to be located at 1301 Broadway utilizing the Wind + Water design as created by TBG Partners and as recommended by the Central Business District Tax Increment Financing Reinvestment Zone Board; and

WHEREAS, Licensee wishes to construct a Civic Park in Downtown Lubbock that will serve as a community gathering space; and

WHEREAS, on April 26, 2022, the City Council of the City of Lubbock approved a License Agreement with Licensee (the "License") for the property in Downton Lubbock located at 1301 Broadway as more particularly described in the License as the Licensed Premises; and

WHEREAS, the original term for the License was for three (3) years beginning on April 26, 2022 and is set to expire on April 25, 2025; and

WHEREAS, Licensee has done considerable work in raising the necessary funds for developing the Park on the Licensed Premises but desires to extend the term of the License in order to continue raising funds and complete construction of the Park; and

WHEREAS, the City believes it to be in the best interest of the City to grant this request for an extension of the License subject to the terms and conditions contained herein;

NOW THEREFORE, for and in consideration the sufficiency of which is acknowledged and accepted by the City and the Licensee, the City and Licensee agree to amend and extend the License as follows:

Section 1. The recitals outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.

Section 3. Subject to the terms and conditions of this Amendment, the term of the License is hereby extended by one hundred and twenty days (120 days) (the "Extension"), beginning on April 26, 2025 and ending on August 24, 2025.

Section 4. Prior to the expiration of the Extension, Licensee shall deliver to the City a construction plan for the Park detailing the timetable for Park construction, cost estimates for construction of the Park, the amount and source of all funding raised by Licensee for purposes of constructing the Park

and source of any funding reasonably expected by the Licensee for construction of the Park (the "Construction Plan"). The Construction Plan shall be sufficiently detailed so as to receive any necessary permitting from the City for construction of the Park with such construction to begin in calendar year 2025.

Section 5. The Construction Plan outlined in this Amendment is in addition to any apporvals, plans or documents required in the License including, but not limited to, the Site Plan and construction requirements found in Sections 2.01, 2.02 and 2.03 of the License.

Section 6. Validity of License and Ratification. All terms and conditions of the License not specifically amended by this Amendment remain in full force and effect and are further ratified by the parties in executing this Amendment.

Section 6. Amendment. It is the intent of the City and the Licensee that this Amendment shall serve as an amendment to the License meeting the conditions and requirements outlined in Section 5.11 of the License. No further amendment, modification, or alteration of the License or this Agreement is binding, unless in writing, dated subsequent to the date of this Amendment, and duly executed by the parties.

Section 7. Partial Invalidity. Except as otherwise may be provided herein, if any one or more of the provisions contained in this Amendment are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not effect any other provision of this Amendment, and this Amendment shall be construed as if it had not included the invalid, illegal or unenforceable provision.

Section 8. Representations. Licensee represents and warrants to City (i) that it possesses the legal authority to enter into this Amendment and has taken all actions necessary to legally bind Licensee as to all terms hereof; and (ii) that the party executing this Agreement on behalf of the Licensee has all authority necessary to legally bind Licensee to the terms hereof.

Section 9. Effective Date. Upon execution by the parties hereto, the Effective Date of this Amendment shall be April 22, 2026.

{Signature Page to Follow}

CITY OF LUBBOCK, TEXAS

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

Matt Wade, City Attorney

LUBBOCK EXPERIENCE, INC.

John Osborne, Board President

AI# 13388

Regular City Council Meeting **6. 26.**

04/22/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Amendment No. 4 to Professional Services Agreement Contract 17764, with West Texas Services, Inc. dba Tom's Tree Place, for services related to right-of-way improvements in the North Overton Tax Increment Financing District boundary.

Item Summary

On January 23, 2024, the City Council approved Contract 17764, with Tom's Tree Place. This contract is for improvements in the public right-of-way between Avenue S and Avenue U on 9th Street and 10th Street. Improvements will include removal of existing ground material, irrigation repair, and installation of new ground material. All improvements will be completed in accordance with the Overton Park Public Improvement Guidelines, as adopted by the City Council in January 2004.

On July 9, 2024, the City Council approved Amendment No. 1, which added improvements in the sections of right-of-way on Avenue S and Avenue U, that were not included in the original contract.

On December 3, 2024, the City Council approved Amendment No. 2, for additional improvements on 9th Street and 10th Street between Avenue U and Avenue V, including portions on Avenue U and Avenue V that were not originally included in the project scope.

On January 28, 2025, the City Council approved Amendment No. 3 for similar improvements on Glenna Goodacre Boulevard between Avenue S and Avenue V.

Amendment No. 4 will complete this public improvement project, adding improvements in the following areas:

- Avenue U, west of Ramirez Elementary
- Avenue R, from Main Street to Glenna Goodacre Boulevard
- North side of Glenna Goodacre Boulevard, from Avenue U to Avenue V
- East side of Avenue V, first block of Glenna Goodacre Boulevard
- Avenue X median and east and west right-of-way areas, from Marsha Sharp Freeway to the Traffic Circle

This amendment will add $119,477.75 to the project. The cost of Amendment No. 4 is funded in the North Overton Tax Increment Financing (TIF) District Fund. The North Overton TIF Board approved this amount at their March 20, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

Amendment No. 4 for Contract 17764, in the amount of $119,477.75, is funded in Capital Improvement Project 95524, North Overton TIF Public Improvement Projects.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
North Overton Tax Increment Financing District Advisory Board

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Attachments

Resolution

Amendment 4

Proposal

CIP 92254 - Budget Detail

CIP 92254 - 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. 4 to the professional services agreement Contract No. 17764 for right-of-way improvements on 9th and 10th Streets in the North Overton TIF by and between the City of Lubbock and West Texas Services, Inc. dba Tom's Tree Place, 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #4 Tom's 9th and 10th St
4.16.25

Amendment 4
To Agreement Between
The City of Lubbock, TX
and
West Texas Services, Inc. dba Tom's Tree Place

THIS IS THE FOURTH AMENDMENT TO THE AGREEMENT dated and entered into on the 23rd day of January 2024, Contract No. 17764, by and between the City of Lubbock ("City") and West Texas Services, Inc. dba Tom's Tree Place ("Contractor").

Contractor is providing professional services for Tax Increment Finance District 9th and 10th Street Right-of-Way Improvements (the "Activities").

The Parties entered into Amendment No. 1 on July 9, 2024, Amendment No. 2 on December 3, 2024, and Amendment No. 3 on January 28, 2025 to expand the scope of services.

Now the Parties desire again to enlarge the scope of services to be performed by the Contractor while completing the Activities.

WITNESSETH:

The City and Contractor now agree to enlarge the scope of services in this Agreement for landscaping and irrigation, details of which are as set forth in Exhibit "A" and incorporated herein. The cost of said services shall not exceed one hundred nineteen thousand four hundred seventy-seven dollars and 75/100 ($119,477.75).

All other portions of the original Agreement and prior Amendments shall remain in place and are not altered by this Amendment.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____2025.

CITY OF LUBBOCK

_____
MARK MCBRAYER, Mayor

West Texas Services, Inc. dba Tom's Tree Place

_____
Alex Scarborough

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brianna Brown, Director of Business Development

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Date **4/10/2025**
Ordered By: **City of Lubbock**
PO Number: **9TH and 10TH Streets**
Home Telephone:
Mobile Telephone:
Email:

PROPOSAL FOR AMMEND 4 CONTRACT #17764

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

TTP Salesperson: **Toby Rowin, RLA**

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

Quantity	Description	Comments	Size	Unit Cost	Line Total
	DEMO				
15102	Demo of Existing Soil to 4"-Depth		SF	$1.50	$22,653.00
	LANDSCAPE				
185	Decomposed Granite Mulch (1"-Minus)		CY	$200.00	$37,000.00
	IRRIGATION				
97	Repair/Replace Existing Irrigation		Per Tree	$50.00	$4,850.00
	GENERAL CONDITIONS				
30	Barricades, Signage, and Pedestrian and Vehicular Traffic Control		Per Day	$125.00	$3,750.00
	1. Avenue U, West of Ramirez Elementary 2. Avenue R, Main Street to Glenna Goodacre 3. North Side of Glenna Goodacre, Avenue U to Avenue V 4. East side of Avenue V (first block North of Glenna Goodacre) 5. Avenue X Median and East and West ROW areas, Marsha Sharp to Traffic Circle				
	Materials Total				$68,253.00
	Installation Total				$51,224.75
	Subtotal				$119,477.75
	Tax @ 0.00%				$0.00
	Final Total				$119,477.75

City of Lubbock, TX
Capital Project
Project Cost Detail
April 22, 2025

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

	Budget
Encumbered/Expended	
Chipotle's Mexican Grill Development Agreement - Tract 1C-1	$ 23,572
McCanton Wood Water Loop Agreement - Tract 1C-1	22,000
LKM Matador Development Agreement - Tract 1B-2	161,765
Gold Properties, LLC Development Agreement - Tract 1C-3A	53,717
ACC OP (Tract 6) Contract	93,000
Racer Classic Car Wash	9,351
2401 9th Street LLC (Potbelly)	51,878
Jackie Moon Properties, LLC	78,547
MH Civic Constructors - GGB	292,572
Public improvements Reimbursement	(55,719)
Landscaping in the Parkway	26,723
Haven Campus Communities - Lubbock, LLC	322,155
City of Lubbock Staff Time	4,079
ACC OP (Tracts 32 and 33) LLC	583,287
Haven Campus Communities	340,549
West Texas Services, Inc - GGB	514,856
West Texas Services, Inc - Ramirez	450,000
West Texas Services, Inc - 9th and 10th Street	192,210
West Texas Services, Inc - GGB Medians	606,209
West Texas Services, Inc. Mac Davis Roundabout	$425,040
West Texas Services - 9th and 10th Street Amendment No.1	$44,911
West Texas Services - 9th and 10th Street Amendment No.2	$137,203
West Texas Services - 9th and 10th Street Amendment No. 3	$63,747
Agenda Item April 22, 2025	
West Texas Services, Inc. Contract 17764 Amendment No.4	119,478
Encumbered/Expended to Date	4,561,130
Estimated Costs for Remaining Appropriation	
Public Improvements	2,086,221
Remaining Appropriation	2,086,221
Total Appropriation To Date	$ 6,647,351



CIP 92254 North Overton TIF Public Improvements

Installation and Repair of Public Improvements

Project Manager: Brianna Brown - Business Development

Project Scope

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

Project Justification

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

Completed projects:

GGB Completion - $87,458.21

Chipotles Development Agreement - $23,571.60

LKM Matador Development Agreement (92254B) - $161,765

Golden Properties Agreement (92254C)- 53,716.92

Tract 6 Development Agreement (92254D) - 93,000

Racer Classic Car Wash Development Agreement (92254E) - $8,640

2402 9th Street Development Agreement (92254F) - $51,878

Jackie Moon Development Agreement (92254G) - 78,547

ACC OPP Development Agreement (92254H) - $583,287

Haven Campus Communities - 18Nineteen (92254I) - $322,155

Removal of Pedestrian Lights - $1800.96

Irrigation Water Line Relocate Tract 3 - $19,625

McCantonwood Agreement - $22,105

Haven II Development Agreement - $340,549

Completion of the landscaping in the parkway on the last two blocks of GGB - $514,855

2022-23: Completed a project to install public improvements on Glenna Goodacre Blvd. between Avenue U and Avenue T.

2023-24: Completed a landscaping project in the public right-of-way on 9th and 10th Streets between Avenue U and Avenue S.

2023-24: Completed a landscaping project in the Glenna Goodacre medians.

2023-24: Started a repair project in the roundabout and adjacent right-of-way at Mac Davis and Avenue X.

Project Highlights

Council Priorities Addressed:
Community Improvement, Economic Development

Project History

- Prior to FY 2016-17 $2,247,032 had been appropriated
- FY 2016-17 $150,000 was appropriated by Ord. 2016-O0135
- FY 2017-18 $1,000,000 was appropriated by Ord. 2017-O0111
- FY 2021-22 $249,680 was reassigned by BCR 2022-26
- FY 2022-23 $1,000,000 was appropriated by Ord. 2022-O0136
- FY 2023-24 $750,000 was appropriated by Ord. 2023-O0108
- FY 2023-24 $750,000 was appropriated by Ord. 2023-O0151

Project Dates

FY 2024-25: Complete a public improvement project on the South side of Glenna Goodacre Boulevard between Avenue Q and Avenue R; Complete an irrigation optimization project through the North Overton TIF District.

Project Location

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$5,647,351	$1,000,000	$750,000	$750,000	$0	$0	$0
TOTAL	**$5,647,351**	**$1,000,000**	**$750,000**	**$750,000**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Fund CO Bonds	$1,500,000	$0	$0	$0	$0	$0	$0
North Overton TIF Fund Cash	$3,400,320	$1,000,000	$750,000	$750,000	$0	$0	$0
North Overton TIF Fund Bonds	$747,031	$0	$0	$0	$0	$0	$0
TOTAL	**$5,647,351**	**$1,000,000**	**$750,000**	**$750,000**	**$0**	**$0**	**$0**

Operating Budget Impacts

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

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AI# 13389
Regular City Council Meeting 6. 27.
04/22/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 18619, with Hugo Reed and Associates, Inc., for the redesign of a retaining wall and surrounding area at the Playa Lake Park Playground in the Bell Farms Public Improvement District.

Item Summary

Staff issued a Request for Qualifications (RFQ) for the redesign of a retaining wall and surrounding area in the Playa Lake Park in the Bell Farms Public Improvement District (PID), and received two responses.

The proposals were evaluated using the following criteria: Team Organization and Qualifications - 35 Points, Experience on Relevant Projects - 35 Points, Management Approach - 25 Points, and Overall Responsiveness to the RFQ - 5 Points. The maximum point value is 100 points.

After the proposals were evaluated, the following ranking was obtained:

Vendor	Points
Hugo Reed and Associates, Lubbock, Texas	87.67
Pland Collaborative, Lubbock, Texas	81.33

Staff recommends award to the highest ranked proposer, Hugo Reed and Associates.

This contract is for a term of 12 months, with the option of a 6-month extension. The total cost of the contract is $99,320.

Fiscal Impact

Contract 18619, for $99,320, with Hugo Reed and Associates, Inc. is funded through the PID's annual Service and Assessment Plan, as approved by the City Council.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Bell Farms Public Improvement District Advisory Board

Attachments

Resolution
Contract
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 18619 for a playa lake park retaining wall improvement project in the Bell Farms Public Improvement District, by and between the City of Lubbock and Hugo Reed and Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 18619 HR Bell Farms retaining wall
4.7.25

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18619 is entered into this ___ day of _____, 2025, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Hugo Reed and Associates, Inc, (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Bell Farms Public Improvement District (PID) Playa Lake Park Retaining Wall Improvement Project, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 12 months. If the Engineer determines that additional time is required to complete the Services, the Business Development Director, 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 $99,320.00, 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. 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 99,320.00, 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:

Hugo Reed and Associates, Inc.
Nathan K. Rigler, P.E., CFM
1601 Avenue N.
Lubbock, Texas 79401
Telephone: 806-763.5642
Email: nigler@hugoreed.com

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

Brianna Brown
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-3082
Email: bbrown@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

_____
Mark 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

Firm

Hugo Reed and Associates, Inc.

By: _____
Firm Signature

Email:nigler@hugoreed.com

EXHIBIT A

Scope of Services

Bell Farms PID Playa Park
Retaining Wall Improvement Project

City of Lubbock

Project Understanding

1. Project Description:
    a. The project involves evaluation of the existing retaining wall and recommendations for removal and/or replacement,
    b. Park grading to improve drainage,
    c. Design of park improvements including:
        i. Additional landscape plantings,
        ii. Benches and trashcans,
        iii. Lighting,
        iv. Irrigation improvements,
    d. Design of additional sidewalks for connecting between playground and park walking path.

The professional services generally will consist of:

- Design surveying
- Boundary survey of property limits survey
- Geotechnical investigation
- Utility coordination
- Landscape architectural design
- Civil engineering design
- Electrical engineering design
- Public involvement
- Bid phase support services

This project will be designed in accordance with the City of Lubbock's adopted building and electrical codes and the City of Lubbock Public Works Standards and Specifications.

1. Project Management

1.1. Project Kick-Off Meeting – Host one (1) project kick-off meeting with the design team and the City of Lubbock.

1.2. Bi-weekly Progress Meetings – Schedule and host bi-weekly progress meetings during the project design phase. Meetings will be held virtually.

1.3. Design Review Meetings – Conduct the following design review meetings to present design and construction drawing progress and receive comments from the Client. Design review meetings will be held in-person.

1.3.1 Schematic Design Review,

1.3.2 Final Construction Drawings Review

1.4. Prepare monthly invoices and status reports.

2. Design Survey (by Engineer)

2.1. Design Survey – develop an existing topographic and improvements survey within the limits of this project.

- Place three (3) permanent 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.
- Perform a field survey to identify and locate existing topographic elements within the project limits consisting of the following:
  - Evidence of property boundary locations adjacent to the project.
  - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
  - Alleys (including material).
  - Visible utilities consisting of: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities.
  - Utility markings as provided by utility owners via 811 locate request.
  - Signs (excluding temporary signs).
  - Trees and tree clusters.
  - Buildings and permanent structures.
  - Retaining walls.
  - Other applicable physical features that could impact design.

2.2. Prepare a final topographic and improvements drawing in digital format (including contours and break lines) showing the features located in the field as well property lines, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

3. Geotechnical (by Subconsultant)

3.1. Subsurface Exploration

- Three (3) soil bores within the project limits to a depth of 10 feet below ground surface, at locations determined by the Engineer, to determine the characteristics of subsurface materials (soil classification, moisture, relative density, etc.) for the design of light pole foundations.
- Three (3) soil bores along the proposed retaining wall
- Standard penetration tests in accordance with ASTM D 1586 will be performed during boring operations.
- Soil samples will be identified according to test boring number and depth, and a representative portion of each sample will be sealed in a plastic bag to protect against moisture loss.
- Atterberg limits will be performed to determine the engineering properties of the soil.

3.2. Laboratory Services

Samples will be transported to the Subconsultant's laboratory where they will be examined and visually classified by a Geotechnical Engineer using the Unified Soil

Classification System (USCS) in general accordance with ASTM D 2487. To aid in classification of the soils and determination of their selected engineering characteristics, a testing program will be conducted on selected samples in general accordance with the following standards:

Laboratory Test	**Test Standard**
Moisture Content	ASTM D 2216
Atterberg Limits	ASTM D 4318
Percent Passing No. 200 Sieve	ASTM D 1140

3.3. Engineering Services
- 3.3.1 Laboratory test results will be used to classify the soils according to the Unified Soil Classification System.
- 3.3.2 Subconsultant shall issue an engineering report documenting the soil properties and providing recommendations for earthwork, pavements, and foundation design.
- 3.3.3 Structural design of a new retaining wall, if a retaining wall is required for the project.

4. Schematic Design

4.1. Data Collection (City to provide hard copy and electronic format if available)
- 4.1.1 Construction drawings for existing improvements.
- 4.1.2 Construction drawings for existing irrigation system.
- 4.1.3 Playa cut/fill plans.
- 4.1.4 Playground assessment report.

4.2. Schematic Design
- 4.2.1 Prepare schematic design of proposed park improvements.
  - Schematic design will include:
    - Preliminary grading plan,
    - Retaining wall layout (if applicable),
    - Sidewalk layout,
    - Park improvements and planting plan,

4.3. Civil Engineering Design (by Engineer)
- 4.3.1 Recommendation regarding removal or replacement of retaining wall.
- 4.3.2 Schematic layout of proposed sidewalk improvements.
- 4.3.3 Preliminary grading plan.
- 4.3.4 Coordination with Electrical Engineering subconsultant for layout of lighting.
- 4.3.5 Cost estimates for civil improvements.

4.4. Landscape Architecture Design (by Subconsultant)
- 4.4.1 Prepare recommendations for planting selection and tree placement.
- 4.4.2 Coordinate with Engineer for layout of sidewalks.
- 4.4.3 Schematic layout of park improvements,
- 4.4.4 Cost estimates for landscape improvements.

4.5. Electrical Engineering (by Subconsultant)
- 4.5.1 Determine power supply connection location.
- 4.5.2 Determine lighting layout and equipment types.

4.5.3 Cost estimates for electrical improvements.

4.6. Deliverables – The schematic site plan will be finished to a level of detail that is equivalent to a 30% plan set.

4.6.1 Deliverables will consist of the following:

- Schematic Site Plan document
- Preliminary opinion of probable construction cost

5. Final Design and Construction Documents

5.1. Preparation of construction documents for bidding and construction

5.2. Civil Engineering Design (by Engineer)

5.2.1 Detailed spot grades and development of terrain model in coordination with Landscape Architect.

5.2.2 Finalize layout of walking track in coordination with Landscape Architect.

5.2.3 Street extension grading and preliminary plan and profile.

5.2.4 Design of utility extensions underneath pavement extensions.

5.3. Landscape Architecture Design (by Subconsultant)

5.3.1 Planting schedule and plan.

5.3.2 Site furnishings.

5.3.3 Planting details.

5.3.4 Irrigation system final design and details.

5.3.5 Site grading design in coordination with Engineer.

5.4. Electrical Engineering Design (by Subconsultant)

5.4.1 Finalization of lighting design and light pole locations in coordination with Engineer.

5.4.2 Final design of electrical system and layout.

5.4.3 Construction details.

5.4.4 Electrical schedule.

5.5. Structural Engineering Design (by Engineer)

5.5.1 Light pole foundation design and construction details.

5.5.2 Retaining wall design and construction details.

5.6. Final Design and Construction Documents Deliverables

5.6.1 Construction Drawings

- Demolition Plan
- Site Plan
- Site Dimension Plan
- Site Grading Plan
- Site Furnishing Plan and Details
- Landscape Plan and Details
- Irrigation Plan and Details
- Electrical Plan and Details
- Foundation Plan and Details

5.6.2 Construction Specifications and Project Manual

5.6.3 Final Opinion of Probable Construction Cost

6. Public Involvement

6.1. Hold one (1) design review meeting with Bell Farms PID board upon completion of schematic design phases to receive feedback from PID board.

6.2. If requested by the City of Lubbock, hold one (1) review meeting with the Bell Farms PID board upon completion of the final design phase to present the design and estimate.
6.3. Hold one (1) public meeting with Bell Farms residents, if requested by the City of Lubbock or PID board, to present the final design concept to residents.

7. Bid Phase Support

7.1. Support City during the bid phase to address and respond to questions from prospective bidders.
7.2. Prepare and submit addenda changes that are necessitated by questions during the bid phase.
7.3. Incorporate addenda changes into the Final Plan Set.
7.4. Assist the City in evaluating the bids and prepare a recommendation letter.

8. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Subsurface Utility Engineering
- Construction Contract Administration
- Construction Phase Engineer of Record support services
- Construction Phase RPR services
- Preparation for and attendance at public meetings beyond what was identified in the scope.
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor.

TIME OF COMPLETION

Engineer and Subconsultants are authorized to commence work on the Project upon execution of a mutually acceptable contract and agrees to complete the services according to the following delivery schedule:

• Contract Execution / Notice to Proceed	May 1, 2025
• Design Survey	May 16, 2025
• Preliminary Design Schematic (30%)	July 3, 2025
• Construction Documents	August 31, 2025

- End of Scope of Services –

EXHIBIT B

Proposed Professional Services Fees

Bell Farms PID Playa Park
Retaining Wall Improvements Project

City of Lubbock

Task	Description	Hugo Reed	Prairie Workshop	Agnew Assoc.	Terracon	Total
1	Project Management	$4,440				
2	Design Survey	$7,458				
3	Geotechnical Investigation				$5,600	
4	Retaining Wall Design (If Required)				$10,500	
5	Schematic Design	$16,044	$8,000	$2,000		
6	Final Design/Construction Documents	$23,976	$11,000	$6,500		
7	Public Involvement	$2,616				
8	Bid Phase Services	$1,776	$500	$500		
Totals		$54,720	$19,500	$9,000	$16,100	**$99,320**

Purchasing and Contract Management

Project Summary

RFQ 25-18619-KM - Bell Farms Public Improvement District (PID) Playa Lake Park Retaining Wall Improvement Project

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 February 3 to March 5, 2025.
64 Firms downloaded the documents using Bonfire.com.
26 Firms were notified separately.
2 Firms submitted Statements of Qualifications

AI# 13391
Regular City Council Meeting 6. 28.
04/22/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution confirming that the City of Lubbock has no objection to the proposed 4% Non-Competitive Housing Tax Credit application to be submitted to the Texas Department of Housing and Community Affairs, for the Ella Apartments, located at 1102 58th Street in Lubbock, Texas.

Item Summary

The Non-Competitive 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 and preservation 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. With the 4% HTC funding, the applicant plans to invest approximately $90,000 per unit to rehabilitate the 152 units within the property.

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 publishing rent guidelines, which may increase or decrease annually, based on published units.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director

Attachments

Resolution

RESOLUTION

WHEREAS, the Texas Department of Housing and Community Affairs has established a Low Income Housing Tax Credit Program (the "Program") under the Texas Government Code Chapter 2306, Subchapter DD (the "Code"); and

WHEREAS, the purpose of the Code is to govern the administration of the Program in order to, among other things, encourage development of affordable rental housing; and

WHEREAS, Elizabeth Property Group Texas, LLC (the "Applicant") has informed the City of Lubbock (the "City") of its intent to file an application for the Program in accordance with Section 2306.67071(a)(1) of the Code for its development to be named The Ella Apartments at 1102 58th Street, Lubbock, TX; and

WHEREAS, the City is required to hold a public hearing at which public comment may be made on the application, in accordance with Section 2306.67071(b); and **NOW, THEREFORE**

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

Section 1. THAT notice has been provided to the City Council of the City of Lubbock (the "Council") as required by 2306.67071(a)(1).

Section 2. THAT the Council has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed developments.

Section 3. THAT the Council has held a hearing required under Section 2306.67071(b).

Section 4. THAT after due consideration of the information provided by the Applicant and public comment, the Council does not object to the proposed application.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. No objection – Texas Dept Housing & Comm Affairs – housing credit app Ella Apts
4.15.25

AI# 13356
Regular City Council Meeting 6. 29.
04/22/2025:

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 10028429, with PPE Software, LLC, for the Fire Service Asset Management System Software for Lubbock Fire Rescue.

Item Summary

The purchase order to PPE Software, LLC, is for 5 annual renewals for the Fire Service Asset Management System Software. PPE Software is the sole source provider of the ISP Solutions Work Order System, which allows real-time tracking of inventory maintenance status as items move through the warehouse. The system provides automated notifications, life-cycle tracking and fire service vendor interface.

The contract includes Enterprise Asset Management for the National Fire Protection Association (NFPA) 1851 Compliance Dashboard, Tools/Equipment, Gear, Capital Items, Consumable/Disposables, Vehicles, Stations, Self-Contained Breathing Apparatus (SCBA), Supply, etc. The software also includes Cost Projection Report for inventory budget forecasting and planning, Firefighter Mobile Dashboard for company-level management of personal assignments and inventory tasks, quantity management for disposables/consumables and general supply, and acquisitions and supply re-ordering with multi-approval.

Lubbock Fire Rescue has been utilizing this software management system for several years and recommends this Purchase Order for continuity.

Fiscal Impact

Purchase Order 10028429, with PPE Software, LLC, is a 5-year agreement and will be billed upfront annually in the amount of $14,400 per year for a total contract amount of $72,000.

For 2024-25, the $14,400 is funded in the Lubbock Fire Rescue Operating Budget, Supplies - Other Clothing Supplies.
The subsequent years of FY 2025-26 through 2029-30 will be requested during the annual budget process.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

Attachments

Resolution - PPE Software LLC
PO 10028429 - PPE Software LLC

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 Contract 10028429, for PPE Software Program, by and between the City of Lubbock and PPE Software, LLC, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

ccdocs ll/RES.Contract-PPE Software, LLC
April 11, 2025

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 4/10/2025
Order Number 10028429 000 OP
Branch/Plant 5619

TO: PPE SOFTWARE LLC
7901 4TH ST NORTH SUITE 5498
SAINT PETERSBURG FL 33701

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 4/10/2025 Freight
Requested 4/10/2025 Taken By Y BUSBY
Delivery Per J Zhine / Req # 63107 Quote # 030425 /PUR 18758 Sole Source

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
PPE Program 1851 Tracker SW	1.000	14,400.0000	EA	14,400.00	4/10/2025
AssetPro/Compl 7/1/25-6/30/26					
PPE Program 1851 Tracker SW	1.000	14,400.0000	EA	14,400.00	4/10/2025
AssetPro/Compl 7/1/26-6/30/27					
PPE Program 1851 Tracker SW	1.000	14,400.0000	EA	14,400.00	4/10/2025
AssetPro/Compl 7/1/27-6/30/28					
PPE Program 1851 Tracker SW	1.000	14,400.0000	EA	14,400.00	4/10/2025
AssetPro/Compl 7/1/28-6/30/29					
PPE Program 1851 Tracker SW	1.000	14,400.0000	EA	14,400.00	4/10/2025
AssetPro/Compl 7/1/29-6/30/30					

Total Order

Terms NET 30 72,000.00

This purchase order encumbers funds in the amount of $72,000.00 awarded to PPE Software, LLC of Saint Petersburg, FL, on _____, 2025 The following is incorporated into and made part of this purchase order by reference: Quote dated March 04, 2025, from PPE Software, LLC of Saint Petersburg, FL, and Sole Source.

Resolution # _____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Date - 4/10/2025

Order Number 10028429 000 OP

Branch/Plant 5619

TO:	SHIP TO:
PPE SOFTWARE LLC 7901 4TH ST NORTH SUITE 5498 SAINT PETERSBURG FL 33701	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 4/10/2025 Freight .

Requested 4/10/2025 Taken By Y BUSBY

Delivery Per J Zhine / Req # 63107 Quote # 030425 / PUR 18758 Sole Source

INSURANCE REQUIRED:

Commercial General Liability:	**Technology Errors and Omissions Requirements:**
$1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).	$1M of coverage is needed. **Cyber Liability Requirements:** $1M of Coverage.

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

1. SELLER TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

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

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

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

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at http://www.ci.lubbock.tx.us/departmental websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed.

PPE Software

Rhianna Syvertsen
7901 4th St North, Suite 300, #5498
Saint Petersburg FL 33702
954-881-3121
rsyvertsen@ppesoftware.com
fax: 727-350-3563

Quote for Services

Date of Submission: 3-4-25
Term Duration: 1YR and 4YR Renewal 7/1/25-6/30/26

Proposal To:
Lubbock Fire Rescue
Attn: Randy Lammons
1515 East Ursuline Street
Lubbock, TX, USA
806-775-3447
RLammons@mail.ci.lubbock.tx.us

PPE Software- Annual User License Fees	Cost	Quantity/# Users	Total
PPE Program (1851 Tracker)	$36.00	400	$14,400.00
AssetPro (Tools/Equip/Supply/Consumable/DISP/Station/Fleet, etc)	$12.00	400	
CompliancePro (Checklist)	$12.00	400	
One-time Implementation Fee	$1,000.00		waived
		Annual Total Due	$14,400.00

NOTES:
This is a 1YR term, with 4 Annual Renewals.
Client will be billed upfront, annually.
*Client will receive AssetPro and CompliancePro complimentary for the duration of the term.
Head county may fluctuate throughout the term and will be reviewed prior to annual invoice.
PPE Software holds quarterly on-site workshops and regular training webinars, all announced for registeration.
Unlimited Users and Assets/Items can be added to this platform.
Client will receive unlimited access to the full platform suite. This will includes ALL existing modules, as well as automatic, complimentary access to all new features and module releases.
NFPA 1851 ComplianceModule and Dashboard monitors agency efforts to follow the standard.
Enterprise Asset Management encompasses ALL Types:
Tools/Equipment, Gear, Capital Items, Consumable/Disposables, Vehicles, Stations, SCBA, Supply, etc.
Cost Projection Report for inventory budget forcasting and planning.
Firefighter Mobile Dashboard gives company level management of personal assignments and inventory tasks.
Quanity management for disposables/consumables and general supply.
Acquisitions and Supply Re-ordering with multi approval.
Real-time asset assignment and availability status.
3rd party data integration captures new inventory orders and ISP activity in real-time.
Alerts/Notifications ensure agency is ahead of required service schedules and daily/weekly checklists.
Dynamic Checklist Module for ALL form types- Inspections/Checks/Supply.
Scanning enabled for RFID, QR Code, and Bar Code.

By signing the Client Agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the PPE Software Client Agreement and Technical Specs.

Proposed pricing is our standard price if paid for by cash.
If paying by credit card a standard credit card fee will be included on the invoice.

PPE Software as a Service (SaaS) Agreement

This Software as a Service (SaaS) Agreement (the "Agreement"), effected as of the date noted in the attached Exhibit A (the "Effective Date"), is by and between PPE Software, LLC (PPE), and the undersigned client noted in Exhibit A, (Client), and governs the purchase and ongoing use of the services described in this Agreement.

1. **Services**.

   1.a. The Services. PPE provides cloud-based software for the tracking of assets, including tracking of maintenance of the assets as well as certification reporting (The "Services"). The Services are provided in separate modules as set forth more fully in one or more proposals attached hereto as Exhibit "A". Associated with the Services are instructions, guides, and other information ("Documentation").

   1.b. Access. PPE will provide Client a non-exclusive, non-transferable, revocable, limited right to remotely access and use the Services through a restricted access Client portal; to reference the Documentation; and, unless prohibited by law, will provide access to any person designated by Client to access Client's portal ("SaaS Users"). PPE also provides more limited access, based on management's account settings, to firefighters (App Users) to monitor, track, and request maintenance on assets. SaaS Users and APP Users are collectively referred to as Users.

   1.c. Availability. PPE shall use commercially reasonable efforts to provide its platform for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond PPE's control.

   1.d. Changes. PPE reserves the right, but not the obligation, to modify the Services, in a manner that does not materially impair the functionality; or to add new functionalities, which may be available to Client.

   1.e. PPE may negotiate special terms with vendors and contractors. PPE may extend the terms of the resulting contract, inclusive of price, to other interested local governments within the state of purchase. This will allow such entities within the state, at their discretion, to make use of the client's competitive process and purchase directly from the contractor.

2. **Client's Obligations**.

   2.a. Compliance. Client shall be responsible for Users' compliance with this Agreement and use reasonable efforts to prevent unauthorized access to or use of the Services. Client shall be solely responsible for the acts and omissions of its Users anyone accessing the Service through Client's User's accounts. PPE shall not be liable for any loss of data or functionality caused directly or indirectly by Client's Users.

   2.b. Identify Users. Client shall (I) provide all information required to register Users, (ii) maintain User information by adding and inactivating/decommissioning users as appropriate.

3. **Fees and Payments.**

   3.a. Fees. Client will pay for the Services in accordance with the fee schedules in Exhibits A, B, and C, attached to this Agreement.

   3.b. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Exhibits A, B, and C, attached to this agreement. PPE will invoice in advance, and such invoices are due net 30 days from the invoice date and initially before the Services are made accessible. All fees collected under this Agreement are due and nonrefundable when paid.

   3.c. Suspension of Service for Overdue Payments. Upon 60 days of non-payment, PPE shall have the right to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. **Intellectual Property Rights**.

   4.a. PPE's Ownership of the Services. Client acknowledges and agrees that PPE owns all rights, title and interest in and to PPE's software, Website, the course content, the Documentation, and the Services provided by PPE. Client understands it is getting a limited license to access and use the Services only in compliance with this Agreement. The PPE name and logo are trademarks of PPE.

   4.b. Feedback. Client acknowledges and agrees that PPE shall own and have the right to use and incorporate into the Services any ideas, enhancement requests, feedback, recommendations, or other information provided by Client and its Users, relating to the operation of the SaaS Services.

   4.c. Licenses Granted. PPE hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to i) use the Documentation and (ii) permit authorized APP Users to download and use the PPE mobile app software subject to (App Rules

provided upon initial user log-in), both during the Term solely for Customer's internal business purposes in connection with its use of the Services, and (iii) use the PPE name and logo and trademarks as they appear with the Services.

5. **Restrictions**.

5.a. Restrictions. Client shall not, and shall not permit anyone to:

i. copy or republish the SaaS Services or Software,

ii. make the Services available to any person other than Users authorized and listed by Client under section 2.b,

iii. use or access the Services to provide service bureau, time-sharing or other computer hosting services to third parties,

iv. modify or create derivative works based upon the Services or Documentation,

v. remove, modify, or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the services or in the Documentation,

vi. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the services, except and only to the extent such activity is expressly permitted by applicable law, or

vii. access the Services or use the Documentation to build a similar product or competitive product.

viii. use the Service to process, store or transmit unlawful or tortious material, transmit advertisements, or malicious code, files, scripts, agents, or programs.

5.b. Terms of Use. Client and Client's Users shall additionally comply with the Terms of Use posted on PPE's Website at www.ppesoftware.com.

5.c. Compliance. Client shall ensure that all Users and firefighters given access to the Services are aware of the above restrictions and the requirement that they comply with the Website's Terms of Use.

5.d. Suspension of Access. PPE has the right to suspend or disable any Client's or any User's access if PPE reasonably concludes that Client or a User's use of the Services is causing immediate and ongoing harm to PPE or other PPE clients. In the case of suspension PPE shall notify Client and the parties shall diligently attempt to resolve the issue. PPE shall not be liable to Client to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the Services in accordance with this Section.

6. **Term**.

6.a. Term. The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Exhibit A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled expiration date.

6.b. Termination. Either party may terminate this Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.

7. **Mutual Warranties and Disclaimer**.

7.a. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement, to fully perform its obligations hereunder, and that the individual signing this Agreement has the authority to bind that party.

7.b. PPE Warranty. PPE represents and warrants that it will provide the Services in a professional manner consistent with general industry standards and that the Services will perform substantially in accordance with the Documentation. For any breach of a warranty, Client's exclusive remedy shall be as provided in Section 6.b, Termination.

7.c. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. **Miscellaneous**.

8.a. LIMITATION ON LIABILITY. EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 4 OR SECTION 7.b OF THIS AGREEMENT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT

DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES DUE TO, OR ALREADY PAID TO, PPE FOR THE PRECEDING TWELVE (12) MONTHS.

8.b. Indemnification. PPE shall indemnify and hold Client harmless from all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of, or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

8.c. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may freely assign or transfer any or all its rights without other party's consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

8.d. Force Majeure. PPE shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

8.e. Interpretation and Changes. This Agreement, including Exhibits prevails over any conflicting or additional terms of any purchase order, invoice, or other communication. If there is a conflict between a Proposal attached as Exhibit A and this Agreement, This Agreement will control. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

8.f. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

8.g. Entire Agreement. This Agreement and its Exhibits represent the entire understanding and agreement between PPE and Client, and supersedes all other negotiations, understandings, and representations (written or oral) made by and between PPE and Client.

8.h. Execution. This Agreement may be executed and delivered by signature in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute on and the same instrument. Electronic signatures (whether digital or encrypted,) shall be deemed original signatures with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

PPE SOFTWARE LLC	Client Authorized Officer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

AI# 13379

Regular City Council Meeting **6. 30.**

04/22/2025:

Information

Agenda Item

Resolution - Telecommunications: Consider a resolution authorizing the Mayor to execute Purchase Order 33001973, with AT&T Enterprises, LLC, for Engage Call Recording maintenance and support.

Item Summary

Purchase Order 33001973 with AT&T Enterprises, LLC., is for Engage Call Recording maintenance and support. This software is an important application utilized by Public Safety and several other departments.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TELE-CTSA-002. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

Purchase Order 33001973, with AT&T Enterprises, LLC, is for a 2-year period in the amount of $99,205.81, and is funded in the Telecommunications Operating Budget. Year 1 total is $49,501.60 and Year 2 total is $49,704.21,

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

Attachments

Resolution (c) - AT&T PO 33001973

PO 33001973 - AT&T

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. 33001973, for Engage Call Recording maintenance and support, per DIR-TELE-CTSA-002, by and between the City of Lubbock and AT&T Business Services, 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

ccdocs II/RES.AT&T-PurchaseOrd
April 14, 2025

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 4/14/2025
Order Number 33001973 000 OP
Branch/Plant 3409

TO: AT&T
P O BOX 5019
CAROL STREAM IL 60197-5019

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 4/14/2025 Freight .
Requested 4/14/2025 Taken By S RIVERA
Delivery Per J Zhine / Req # 63116 #GBS273595-1/DIR-TELE-CTSA-002

If you have any questions, please contact Jay Zhine: jzhine@mylubbock.us 806-775-2361

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Maint Reinstatement Fee	1.000		EA		4/14/2025
MAINT-RF-001					
Engage Upgrade, Remote Custom	1.000		EA		4/14/2025
INST-UPG-10					
Upgrade Fee -Server Migration	1.000		EA		4/14/2025
Prof Services INST-IVR-100					
Maint - Record Perpetual Licns	455.000		EA		4/14/2025
MAINT-ENG-REC-01					
Maint - Screen Capture License	64.000		EA		4/14/2025
MAINT-ENG-SRC-01					
Non-Recurring Charges Year 1	1.000	49,501.6000	EA	49,501.60	4/14/2025
Year 1 Total					
Non-Recurring Charges Year 2	1.000	49,704.2100	EA	49,704.21	4/14/2025
Year 2 Total					

Total Order

Terms NET 30

99,205.81

This purchase order encumbers funds in the amount of $99,205.81 awarded to AT&T Enterprises LLC. of Dallas, TX, on April 25, 2025. The following is incorporated into and made part of this purchase order by reference: Quote dated April 25, 2025, from AT&T Enterprises LLC. of Dallas, TX, and Contract GBS273595-1/DIR-TELE-CTSA-002.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

INSURANCE REQUIRED:

Commercial General Liability:	**Additional Policies:**
$1,000,000 occurrence / $2,000,000 aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).	Automobile Liability Requirements: NA Cyber Liability Requirements: $1,000,000 is needed Technology Errors and Omissions: $1,000,000 is needed Professional Liability Requirements: $1,000,000 occurrence / $2,000,000 aggregate is needed Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.. Employer Liability ($1M) is required with Workers Compensation.
*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.	

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

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

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

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

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

DIR TELE CTSA 002

Statement of Work (SOW) for Managed Communication Services

For

City of Lubbock

04/10/2025

CUSTOMER Legal Name ("Customer")	**AT&T Enterprises LLC.. ("AT&T") (designate other entity if signing entity other than AT&T Corp)**	**AT&T Branch Sales Contact Name**
City of Lubbock	AT&T	Thor Yanko
CUSTOMER Address	**AT&T Enterprises LLC. Address and Contact**	**AT&T Branch Sales Contact Information**
1314 Avenue K Lubbock TX 79401	208 S. Akard St Dallas, TX 75202 Contact: Master Agreement Support Team Email : mast@att.com	Address: 9505 Arboretum Blvd City: Austin State / Province: Tx Country: USA Domestic / Intl / Zip Code: 78759 Email: ty3896@att.com Phone: 737-262-7469
CUSTOMER Contact		**AT&T NI Contact Information**
Joe R Trevino City of Lubbock Telcom Support Specialist Office #(806) 775-2322 Cell #(806) 724-8015		Name: Meredith Lay Address: 3033 Chain Bridge Rd City: Oakton State / Province: VA Country: U.S.A. Domestic / Intl / Zip Code: 22124 Telephone: 703-501-6327 Email: meredithlay@att.com
CUSTOMER Billing Address		
1314 Avenue K Lubbock, TX 79401		

This Service Agreement is governed by the State of Texas, DIR-TELE-CTSA-002 contract.

AGREED:
CUSTOMER: City of Lubbock

By:_____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED:
AT&T

By:_____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

ATTUID: ML7791

1. SCOPE

This NI Agreement sets forth the general terms on which Customer buys from AT&T, and AT&T delivers to Customer equipment, maintenance, and software. Additional project-specific terms are set forth in Attachments agreed to by the parties from time to time. In the event or ambiguity conflict or inconsistency among the documents, the documents shall be given a descending order of precedence as follows (i) the applicable Statement of Work ("SOW"); (ii) the NI Pricing Schedule; (iii) the NI Agreement; and (iv) Service Guides.

2. DEFINITIONS

"Affiliate" means an entity **(i)** that controls, is controlled by, or is under common control with a party and **(ii)** for whose performance under an Attachment a party remains ultimately liable.

"Attachment" means an equipment schedule where an itemized bill of materials being resold to Customer is detailed ("Equipment Schedule"). Effective once signed by both parties, an Attachment is a separate contract governed by this NI Agreement. Accordingly, where appropriate, references to **"**NI Agreement**"** are deemed to include an Attachment. An Attachment prevails over the NI Agreement in case of a dispute between them.

"Damages" means, collectively, the damage, expense, injury, interest, liability, loss, and penalty incurred.

1. **"Purchased Equipment"** means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Information" means a party's proprietary or confidential information disclosed to the other party in the course of performing this NI Agreement and marked **"**Proprietary**"** or **"**Confidential**"** or, even if not so marked, treated as such because its nature or the circumstances under which it is disclosed, lead the Receiving Party to reasonably believe it to be confidential or proprietary.

2. **"Law(s)"** means the international, regional, national or federal, provincial, state, or local code, convention, executive order, law, ordinance, rule, regulation, and statute, which applies to or governs any element of the parties' performance under this NI Agreement and its Attachments, and which extends to Permits, record-keeping, and reporting.
3. **"Maintenance"** means the SKU-based equipment maintenance provided by Supplier and resold to Customer by AT&T on terms and conditions set forth in an Attachment.
4. **"Materials"** means Equipment, Software and Maintenance resold under this NI Agreement.

"Permit" means the approval, certificate, license, or permit required by Law for the export, import, re-export, and/or use of Purchased Equipment and technology (including encryption) that is part thereof. Attachments apportion the parties' obligations regarding Permits.

"Site" means the Customer location to which Materials are delivered.

"Software" means the license rights to third party software (including documentation and support), which are subject to the End User License Agreement between Customer and Supplier. **"**Software**"** does not include software embedded in Equipment.

"Supplier" means the third party that manufactures the Material(s), which AT&T resells to Customer, and/or licenses the Software in which Customer obtains certain license rights.

3. ATTACHMENTS

3.1 The terms and conditions for Purchased Equipment warranties, Maintenance (including warranties), and Software licenses (including warranties) ordered by Customer are set forth in an Attachment (collectively, "Pass-Through Terms"). Pass-Through Terms originate with the Supplier. Customer agrees to the Pass-Through Terms, which, on execution of this Agreement and/or the applicable Attachment, become binding on, and enforceable solely between, Customer and Supplier.

3.2 An Attachment that sets out specific charges for Purchased Equipment is Customer's binding commitment to buy that Purchased Equipment. An Attachment that sets out a price list or method to calculate the price is a contract that sets the price for future Purchased Equipment purchases.

4. INVOICES AND PAYMENTS

4.1 Invoices for Materials issue upon completion of loading of Materials at the Supplier's warehouse for delivery to Customer.

4.2 Customer's payment will be not later than thirty (30) days from the date of invoice, will refer to the invoice number, and will be in the currency stated in the invoice. Payments will be without deduction or set-off, subject to the right to withhold payment where Customer, in good faith and on the basis of facts provided to AT&T in writing, disputes a charge within thirty (30) days after receipt of the invoice. Payment disputes not raised within the thirty (30) days are waived. A service charge of the lesser of one and one-half percent (1½%) per month or the maximum amount allowed by law will be charged on all past due balances. Restrictive endorsements or other statements on checks are void.

4.3 Charges for Purchased Equipment exclude the costs of clearing Materials through Customs, duties, shipping charges, surcharges, taxes, and other charges relating to AT&T's providing Deliverables ("Other Charges"). Other

Charges are itemized in AT&T's invoice to the extent incurred or, in case of taxes, required by Law. Tax Exemption certificates, valid in the place of delivery, must be presented to AT&T prior to or with an Order to receive exemption status.

5. PURCHASED EQUIPMENT TERMS

5.1 Any information, terms and/or conditions, or other language contained in any document(s) or purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any terms and conditions contained in this NI Pricing Schedule and/or the applicable SOW and Equipment Order List ("EOL") are void.

5.2 Customer acknowledges and agrees that AT&T's ability to deliver Purchased Equipment is contingent upon the supply and delivery schedules of each of the manufacturers. AT&T shall have no liability for delays in any delivery schedule. Title and risk of loss to Purchased Equipment shall pass to Customer upon shipment from AT&T's Equipment supplier; Customer is responsible for all shipping-related charges, which AT&T shall invoice to Customer at actual cost.

5.3 AT&T shall pass through to Customer any warranties for Purchased Equipment and third-party software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. OTHER THAN THE FOREGOING, AT&T MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING.

6. LIMITATIONS OF LIABILITY

(a) TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF AT&T TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT, WARRANTY, OR TORT, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE NET CHARGES PAID BY CUSTOMER FOR MATERIALS UNDER THE ATTACHMENT THAT GAVE RISE TO THE LIABILITY. BOTH PARTIES UNDERSTAND AND ACKNOWLEDGE THAT THE FEES HEREUNDER REFLECT THE ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES IN THIS NI AGREEMENT, AND THAT THE LOSS OF AT&T'S SCHEDULED FEES UNDER THIS NI AGREEMENT WOULD CONSTITUTE DIRECT DAMAGES

(b) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (i) INTEROPERABILITY, INTERACTION OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY THE OTHER PARTY OR BY THIRD PARTIES; (ii) UNAUTHORIZED ACCESS BY A THIRD PARTY OR LOSS OR DESTRUCTION OF THE OTHER PARTY'S APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

(d) AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY AND HOLD CUSTOMER HARMLESS FOR CLAIMS ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY EQUIPMENT, MAINTENANCE OR SOFTWARE.

(e) NOTHING IN THIS SECTION LIMITS CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF PROPERLY DUE CHARGES UNDER THIS NI AGREEMENT.

7. TERMINATION

7.1 For Uncured Material Breach. A party has the right to terminate this NI Agreement or an Attachment for a material breach that remains uncured as of the thirty-first (31st) day after the breaching party has received written notice specifying the breach. If the breach consists of a failure to comply with Laws or is of a nature that cannot be cured, termination will be effective on the date the breaching party receives the breach notice.

7.2 Termination Charges. Termination Charges, if any, shall be as specified in an Attachment.

7.3 Effects of Termination. Termination of an Attachment does not affect other Attachments then in effect. Termination of this NI Agreement terminates all Attachments then in effect unless Customer and AT&T agree in writing as to which Attachment(s) they intend to have continued in effect through completion of performance.

7.4 Termination Notices. Termination notices will be sent to the non-terminating party and the non-terminating Affiliate(s) of the Attachment(s) being terminated.

8. MISCELLANEOUS TERMS and CONDITIONS

8.1 Access. Subject to compliance with prevailing policies on access, conduct, and security, Customer ensures that AT&T will have the Site access reasonably necessary.

8.2 Amendments. For a modification of this NI Agreement or any Attachment to be legally binding, it must be set forth in a writing signed by each party.

8.3 Assignment. Neither party will assign this NI Agreement without the other party's prior written consent, which will not be unreasonably withheld or delayed. The assigning party remains ultimately liable to the non-assigning party for the performance of the assigned NI Agreement. An assignment other than in strict compliance with the foregoing is void.

8.4 Compliance with Laws. In its performance of this NI Agreement, each party will comply with Laws. Without limiting the generality of the foregoing, each party will strictly comply in particular with Laws governing **(i)** the collection, protection against unauthorized disclosure, retention, storage, transmission, and use of personal data including, in particular, the Laws of the European Union member states pursuant to Directive 95/46/EC on data privacy, and Directive 2006/24/EC on data retention; **(ii)** the export, import, re-export, and other transmission of Materials (including related technical information and training), and the anti-boycott and economic sanctions Laws of any country or group of countries.

8.5 Import/Export. Customer shall import, export or otherwise distribute Equipment in strict compliance with export, import, and re-export control laws and regulations of the United States. To avoid ambiguity, "compliance" includes the record-keeping and reporting obligations. Customer represents and warrants that, when and where required by applicable law, it shall obtain all licenses, permits, and approvals required by project-country law for the importation and use of dual-use technology, including cryptography, and is compliant with all other measures imposed by said applicable law. Equipment defined by and described in Council Regulation (EC) 1334/2000 (as amended) as "dual-use," and which Customer intends to export from the European Community regulation, is governed by the following statement: Export of these items from the European Community may require prior government authorization under Council Regulation (EC) Regulation 1334/2000 (as amended).

8.6 Change Control Process

Either Party must submit change requests to contractual documents in writing via the Change Request form sample at Appendix B to this SOW. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Upon agreement, both parties must execute the document in Appendix B.

8.7. Confidentiality

(a) In the course of performing this NI Agreement, a party ("Receiving Party") is likely to receive or have access to Information owned, controlled or disclosed by the other party ("Disclosing Party"), including Information provided under a separate nondisclosure agreement prior to executing this NI Agreement.

(b) Unless Information was previously known to the Receiving Party free of any obligation to keep it confidential, has been (or is subsequently) made public by the Disclosing Party or a third party without violating a confidentiality obligation, or is independently developed by the Receiving Party, the Receiving Party will keep it confidential, use it solely to perform this NI Agreement, and disclose it solely to agents, contractors, employees, and officers who have a need to know such Information.

(c) Neither party is granted a right or license in the other party's Information. Each party will use the same degree of care to prevent disclosure as it uses with its own Information, but not less than reasonable care. Copies of Information in written, graphic or other tangible form will be returned to the Disclosing Party on the earlier of the Disclosing Party's request or on expiration or termination of this NI Agreement. Copies of Information in electronic form will be destroyed on the earlier of the Disclosing Party's request, or on expiration or termination of this NI Agreement, in which case the Receiving Party will certify to the Disclosing Party the destruction of all such intangible forms of Information.

8.7 Construction of NI Agreement

(a) This NI Agreement reflects arm's-length negotiation and each party's opportunity to review it with legal counsel and other advisors. Each party acknowledges that it has the experience and sophistication to agree to, interpret, and understand each provision in this NI Agreement. Accordingly, no ambiguity will be construed against a party because it may have drafted a provision.

(b) Section and paragraph headings are for reference only. They do not affect the meaning or interpretation of this NI Agreement. **"Include"** means **"includes but is not limited to."** The singular includes the plural and vice versa. The parties' respective rights and obligations are subject to modification as the parties specifically agree in an Attachment. A specific obligation is not intended to limit the generality of its less specific obligation. **"Days"** means calendar days unless stated otherwise.

8.8. Force Majeure. Neither party is liable for delayed or failed performance, or for Damages, arising out of or relating to fire, explosion, power interruption, earthquake, flood, the elements, strike, embargo, labor dispute, act of civil or military authority, war, act of terrorism, act of God, act or omission of a telecommunications carrier, act of a

regulatory or government agency, or any other cause beyond a party's reasonable control. In no event, however, is Customer excused from its obligation to pay for Material(s) delivered. On the occurrence of a force majeure event, the parties will negotiate alternatives to fulfilling this NI Agreement's purposes.

8.9 Governing Law, Venue. The Laws (but not the conflicts-of-law rules) of the State of New York govern the construction and interpretation of this NI Agreement. Venue for disputes not resolved by negotiation will be the courts in New York, New York and, accordingly, the parties' consent to the exclusive jurisdiction of the courts there. Notwithstanding the foregoing, nothing in this NI Agreement is intended, or to be construed, to limit a party's right to seek injunctive relief from any court of competent jurisdiction for a breach of this NI Agreement. The United Nations Convention on Contracts for the International Sales of Goods does not apply to this NI Agreement.

8.10 Integration Clause. This NI Agreement constitutes the entire agreement between the parties with respect to Deliverables. Except for the non-disclosure agreement executed by the parties in anticipation of this NI Agreement, and Pass-Through Terms, this NI Agreement supersedes, and the parties disclaim reliance on, all prior oral and written agreements, communications, and understandings between the parties with respect to Deliverables.

8.11 Language. The authentic, legally binding language of this NI Agreement is English. If there is a conflict between the English version and a translation of it, the English version prevails.

8.12 Notices. Notices under this NI Agreement will be in writing and deemed given when delivered by overnight courier to the address set forth herein, or to such more recent address of the addressee of which the sending party has received written notice.

8.13 Parties' Relationship. The parties' relationship, including that of their respective Affiliates, is strictly one of independent contractors. Accordingly, Supplier's performance of this NI Agreement in no event is intended, or to be construed, as an agency, employment, joint venture, or partnership relationship.

8.14 Publicity. A party's public statements relating to this NI Agreement require the other party's prior written consent in each instance.

8.15 Remedies. Except where specified otherwise, remedies under this NI Agreement are cumulative, not sole and exclusive. Neither party will retain the benefit of inconsistent remedies.

8.16 Severability. If a provision is held to be illegal, invalid, or unenforceable, it will be severed and, to the extent that doing so does not materially and adversely affect either party's economic rationale for entering into this NI Agreement, the remaining provisions will remain in force.

8.17 Survival. Provisions on compliance with Laws, indemnification, Information, infringement, publicity, warranties, and such other provisions that, by their nature, would reasonably continue, will survive this NI Agreement.

8.18 Statute of Limitations. Any legal action arising in connection with this NI Agreement must be filed within two (2) years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

8.19 Third-Party Beneficiary. No provision of this NI Agreement will inure to the benefit of a third person (including the public at large) so as to constitute such person a third-party beneficiary under this NI Agreement, or otherwise give rise to a cause of action in any person not a party.

8.20 Trademarks. Neither party will display or use, in advertising or otherwise, any trade name, logo, trademark, service mark, or other indicia of origin of the other party without that party's prior written consent, which consent may be revoked at any time by notice.

8.21 Waiver. For the waiver of a right or condition for the benefit of a party to be effective, it must be given in writing by the waiving party. No course of dealings or failure of a party to strictly enforce a term, right or condition of this NI Agreement will be construed as a general waiver or relinquishment of that term, right or condition. A party's waiver of a default will not be deemed a waiver of any other default.

9. EXPORT RESTRICTIONS

In addition to any terms in or incorporated by reference into the Master Agreement relating to import/export control, in respect of any goods or technology that are subject to export restrictions imposed by the United States, the European Union, or the United Kingdom (the "Export Restrictions") and sold, supplied, transferred, provided or exported to Customer in connection with or used with the Services (including AT&T Equipment, Purchased Equipment or Software), Customer is prohibited from re-exporting, directly or indirectly any such goods or technology in contravention of the Export Restrictions, including in any manner which would cause AT&T to contravene the Export Restrictions. If Customer violates this provision, AT&T may, without incurring any liability, immediately restrict, suspend, or discontinue the provision of service to Customer, in whole or in part, and initiate any other appropriate action, upon written notice to Customer. Customer is liable to AT&T for AT&T's costs resulting from any such violation.

APPENDIX A: SAMPLE CHANGE REQUEST FORM

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Required:	

Task	Description:

Other information related to Change:

Impact of Change
Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).

AGREED and ACCEPTED:
CUSTOMER:
By:_____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED and ACCEPTED:
AT&T
By:_____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

Appendix B to DIR Contract No. DIR-TELE-CTSA-002
SERVICE AGREEMENT NO. GBS273595-1

THIS SERVICE AGREEMENT NO. GBS383914 Managed Wi-Fi and Deployment Services (the "Service Agreement") is made and entered into this Tenth day of April 2025, between **City of Lubbock** ("Customer"), and AT&T Network Integration ("Vendor" or "AT&T"). Customer and Vendor hereby agree that Managed Wi-Fi and Deployment services shall be purchased subject to the following terms and conditions:

1. This Service Agreement by reference incorporates all of the terms of the agreement entered into between the **State of Texas Department of Information Resources** ("DIR") and **AT&T** [DIR Contract No. DIR-TELE-CTSA-002] ("Contract"). Customer and AT&T agree that: (i) all the terms and definitions of the Contract are incorporated by reference into this Service Agreement, (ii) the schedules and exhibits attached hereto are incorporated by this reference, and (iii) in the event of any inconsistent or contradictory terms between the Contract and the Service Agreement, the terms of the DIR Contract, DIR-TELE-CTSA-002 shall control. This Service Agreement is effective on the date of last execution ("Effective Date").

2. Standard terms for specified Service. The prices and other applicable terms and conditions shall be in accordance with Pricing Index of the DIR Contract, DIR-TELE-CTSA-002.

3. Customer Pricing Index.
3.1 Non- Recurring Charges Year 1

Quantity Product Code	Product	Quantity	Extended Total Price
MAINT-RF-01	Maintenance Reinstatement Fee	1	Included
INST-UPG-10	ENGAGE UPGRADE, REMOTE CUSTOM	1	Included
INST-IVR-100	UPGRADE FEE - SERVER MIGRATION PROF SERVICES	1	Included
MAINT-ENG-REC-01	Maintenance - Record Perpetual License	455	Included
MAINT-ENG-SCR-01	Maintenance - Screen Capture License	64	Included
			Year 1 Total: $49,501.60*

Non Recurring Charges Year 2

Quantity Product Code	Product	Quantity	Extended Total Price
MAINT-RF-01	Maintenance Reinstatement Fee	1	Included
INST-UPG-10	ENGAGE UPGRADE, REMOTE CUSTOM	1	Included
INST-IVR-100	UPGRADE FEE - SERVER MIGRATION PROF SERVICES	1	Included
MAINT-ENG-REC-01	Maintenance - Record Perpetual License	455	Included
MAINT-ENG-SCR-01	Maintenance - Screen Capture License	64	Included
			Year 1 Total: $49,704.21*

All Pricing is subject to the DIR-TELE-CTSA-002 (B4) Administrative Fee of .5%

3.2 Pricing Terms and Conditions
a) Defined Scope. Pricing is based on the currently defined Scope of Work. Any additions or changes to this SOW will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.
b) AT&T will require a written Change Order for all design and requirement. All Change Requests will be reviewed and approved via the Change order process.

4.0 Overview of Documents. The terms and conditions governing the Services that AT&T provides to Customer are set forth in the DIR Contract No. DIR-TSO-4084, this Service Agreement, the following additional documents, and any other documents executed by the parties and referencing this Service Agreement (which documents together with this Service Agreement are called "this Agreement"):
a) Pricing Schedules. A Pricing Schedule (including related attachments), attached to and a part of a Service Agreement, which identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term"). Pricing shall be in accordance with Appendix C, Pricing Index of the DIR Contract DIR-TSO4084 and with Section 4.B. of the Agreement.
b) Acceptable Use Policy. AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations AT&T may designate.
c) Service Guides. The description, MSRP, and other terms and conditions for the Service may be contained in a Service Guide, which may be found at new.serviceguide.att.com, or other locations AT&T may designate.
5.0 Order of Precedence. In the event of a conflict between this Agreement (including Pricing Schedules, AUP, Service Guides) and the DIR Contract No. DIR-TSO-4084 the DIR Contract controls. The Order of Precedence for all documents shall be the DIR Contract No. DIR-TELE-CTSA-002, Appendix A, Standard Terms and Conditions for Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index, Appendix D, Service Agreement (including Pricing Schedules, AUP, and Service Guides); Exhibit 1, Vendor's Response to RFO DIR-CPO-TMP-552, including all addenda; and Exhibit 2, RFO DIR-CPO-TMP-552, including all addenda. In the event of a conflict within Appendix C the order of precedence shall be Appendix C, Pricing Index of the DIR Contract No. DIR-TSO-4084, Pricing Schedules, AUP, Service Guides, and then the Appendix C Agreement.

5.0 Revisions to Documents. Subject to Section 8.B.7) (d) (Materially Adverse Change) of the Contract, AT&T may revise Service Guides or the AUP (collectively "Service Publications") at any time.

7.0 Execution by AT&T Affiliates. An AT&T Affiliate may sign a Pricing Schedule referencing this Service Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of the DIR Contract No. DIR-TELE-CTSA-002 and this Agreement with respect to that Pricing Schedule. AT&T will arrange to its Affiliates comply with the DIR Contract No. DIR-TELE-CTSA-002 and this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

AI# 13392
Regular City Council Meeting 6. 31.
04/22/2025:

Information

Agenda Item

Resolutions - Fleet Services: Consider two resolutions authorizing the Mayor to execute Contract 18603, with Safety-Kleen Systems, and Contract 18822, with AEG Petroleum LLC, for the purchase of engine oils and lubricants for City of Lubbock vehicles and equipment.

Item Summary

The City issued an Invitation to Bid (ITB) for engine oils and lubricants for City of Lubbock vehicles and equipment. In response to ITB 25-18603-KM, four bids were received and opened on March 18, 2025.

The contracts, in response to ITB 25-18603-KM, established unit pricing for engine oils and lubricants for City of Lubbock vehicles and equipment. Staff recommends awarding the contracts to the two lowest bidders, Safety-Kleen Systems Inc., of Norwell, Massachusetts and AEG Petroleum LLC, of Lubbock, Texas. The total amount of the award is based on estimated quantities and actual expenditures may be more or less depending on actual need. Detailed Bid Tab Sheets are attached.

The contracts will be for a term of 1 year with the option of 4, one-year extensions, with the date of the term beginning upon formal approval.

AEG Petroleum LLC will be designated as the City's Primary Vendor, and Safety-Kleen Systems Inc., will be designated as the City's Secondary Vendor.

Fiscal Impact

The purchase of engine oils and lubricants for the City's vehicles and equipment will be funded in the department vehicle maintenance accounts, as approved in the FY 2024-25 Adopted Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution - Safety-Kleen Systems - Engine Oils and Lubricants
Contract 18603 - Safety Kleen Systems, Inc.
Resolution - AEG Petroleum - Engine Oils and Lubbricants
Contract 18822 - AEG Petroleum
Bid Tab Sheets - Engine Oils
Project Summary ITB 25-18603-KM Engine Oils

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. 18603 for Engine Oils and Lubricants for City Vehicles and Equipment, as per ITB 25-18603-KM, by and between the City of Lubbock and Safety-Kleen Systems, 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 _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster
_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.ServiceContract 18603 Safety-Kleen Systems, Inc.
April 11, 2025

City of Lubbock
Contract for
ITB 25-18603-KM
Engine Oils and Lubricants
for City of Lubbock's
Vehicles and Equipment

THIS CONTRACT made and entered into this____day of_____, **2025**, by and between the City of Lubbock ("City"), and **Safety- Kleen Systems, Inc**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids **for Engine Oils and Lubricants for City of Lubbock's Vehicles and Equipment** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Engine Oils and Lubricants for the City of Lubbock's Vehicles and Equipment.**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **for Engine Oils and Lubricants for City of Lubbock's Vehicles and Equipment,** and more specifically referred to **as 1-1 through 6-4** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
9. Insurance Requirements

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

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

Automobile Liability Requirements: $1M/occurrence is needed

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

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

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

* To Include Products of Completed Operations endorsement.

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

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

* Subcontractors must carry same limits as listed above.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

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

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

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

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

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

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

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18603-KM, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

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

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Shaynn Mahan

Print Name

42 Longwater Drive

Address

Norwell, MA, 02061

City, State, Zip Code

City of Lubbock
Engine Oils and Lubricants for City Vehicles and Equipment
ITB 25-18603-KM
Bid Form

#	Item Description	Quantity Required (+/-)	UOM	Brand	Unit Price	Total Cost
		Location Total			**Safety-Kleen System, Inc. Norwell, MA**	
1	Hydraulic Oil					
#1-1	AW-46 Hydraulic Fluid 55 gallon drums	10	DR	Performance Plus	440.00	4,400.00
#1-2	AW-46 Hydraulic Fluid Bulk Delivery, Part	6000	GL	Performance Plus	6.85	41,100.00
#1-3	Tractor Hydraulic Fluid 5 Gallon Buckets Part	250	EA	Performance Plus	46.50	11,625.00
#1-4	Tractor Hydraulic Fluid 55 Gallon Drums Part	4	DR	Performance Plus	525.00	2,100.00
2	Engine Oild					
#2-1	Motor Oil 10W/30 Case Lot 12/1 Part #	10	CS	Performance Plus	34.25	342.50
#2-2	Motor Oil 15W/40 HD, TBN -11 Case lot,	500	CS	Performance Plus	47.00	23,500.00
#2-3	Motor Oil 15W/40 HD, TBN-11 55 gallon	10	DR	Performance Plus	555.00	5,550.00
#2-4	Motor Oil 15W/40 HD, TBN-11 Bulk Delivery	4000	GL	Performance Plus	8.69	34,760.00
#2-5	Motor Oil 30W Case lot, 12/1 Item	10	CS	No Bid		
#2-6	Twin Cycle Engine Oil Case Lot, 12/1 Item	5	CS	No Bid		
3	Transmission Oil					
#3-1	ATF Mercon/Dexron III Transmission Fluid	45	CS	Performance Plus	35.50	1,597.50
#3-2	ATF Global Synthetic Transmission Fluid 55	5	DR	Performance Plus	775.00	3,875.00
#3-3	ATF Global Synthetic Transmission Fluid	5	CS	Performance Plus	49.88	249.40
4	Grease					
#4-1	Multi-Purpose Lithium Grease Case Lot 50/1 140z. Tubes Item #915000011	50	CS	Performance Plus	43.75	2,187.50
#4-2	Multi-Purpose Lithium Grease 120 lb. Drums	5	DR	Performance Plus	458.84	2,294.20
#4-3	Gear Lubricant 85W/140 Case Lot 12/1 Part	25	CS	Performance Plus	85.00	2,125.00
#4-4	Gear Lubricant 85W/140 120 lb. Drums Part	4	DR	Performance Plus	910.00	3,640.00
#4-5	Multi-Purpose Lithium Grease 5 Gallon Bucket	4	EA	Performance Plus	135.00	540.00
#4-6	High-Temperature Grease Case Lot 50/1 14 oz. Tubes Item # 915000079	50	CS	Performance Plus	50.00	2,500.00
#4-7	High-Temperature Grease 5 Gallon Bucket Item # 915000077	4	EA	Performance Plus	165.00	660.00
#4-8	High-Temperature Grease 120 lb. Drum Item # 915000076	4	DR	Performance Plus	540.00	2,160.00
#4-9	High-Temperature Grease Case Lot 12/1 lb. Cans Item # 915000077	5	EA			No Bid
5	Synthetic Grease					
#5-1	Synthetic Gear Lubricant 75W/90 Case Lot 12/1 Item # 915000081	10	CS	Performance Plus	102.48	1,024.80
#5-2	Synthetic Gear Lubricant 75W/90 120 lb. Drums Item # 915000102	10	DR	Performance Plus	368.00	3,680.00
#5-3	Diesel Exhaust Fluid Tote Item# 685000014	20	EA	Performance Plus	1,245.00	24,900.00

City of Lubbock
Engine Oils and Lubricants for City Vehicles and Equipment
ITB 25-18603-KM
Bid Form

#5-4	Diesel Exhaust Fluid Bulk Item# 685000014	6000	GL			No Bid
#5-5	Starting Fluid 11 oz. cans Item # 685000008	50	CS			No Bid
#5-6	Antifreeze Coolant Universal Formula 1 gal.	120	CS			No Bid
#5-7	Windshield Washer Antifreeze 12 fl. oz. Item # 685000007	100	CS	Performance Plus	42.50	4,250.00
#5-8	Windshield Washer Antifreeze Tote Delivery Part # 685000007	4000	GL			No Bid
6	Non- Synthetic					
#6-1	Non-Synthetic ISO 32 Oil Non-Foaming 5 gal. Drums					No Bid
#6-2	Synthetic ISO 32 Oil Non-Foaming 5 gal. Drums					No Bid
#6-3	H-1Food Grade Gear Oil 90WT 5 gal Drum (Food Grade Must have Standard 61 Certification included with Bid)					No Bid
#6-4	5WT 5 gal Drum					No Bid

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. 18822 for Engine Oils and Lubricants for City Vehicles and Equipment, as per ITB 25-18603-KM, by and between the City of Lubbock and AEG Petroleum, LLC, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.ServiceContract 18822 AEG Petroleum, LLC
April 11, 2025

City of Lubbock
Contract for
ITB 25-18603-KM
Engine Oils and Lubricants
for City of Lubbock's
Vehicles and Equipment

THIS CONTRACT made and entered into this____day of_____, **2025**, by and between the City of Lubbock ("City"), and **AEG Petroleum LLC**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Engine Oils and Lubricants for City of Lubbock's Vehicles and Equipment and bids were received and du**ly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Engine Oils and Lubricants for the City of Lubbock's Vehicles and Equipment.**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, for **Engine Oils and Lubricants for City of Lubbock's Vehicles and Equipment,** and more specifically referred to as **1-1 through 6-4** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
9. Insurance Requirements

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

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

Automobile Liability Requirements: $1M/occurrence is needed

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

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

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

* To Include Products of Completed Operations endorsement.

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

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

* Subcontractors must carry same limits as listed above.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

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

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

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

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

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

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

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18603-KM, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

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

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Brad Irvin

Print Name

8116 Triangle Drive

Address

Amarillo, TX 79107

City, State, Zip Code

City of Lubbock
Engine Oils and Lubricants for City Vehicles and Equipment
ITB 25-18603-KM
Bid Form

AEG Petroleum, LLC

Location **Amarillo, TX**

Total

#	Item Description	Quantity Required (+/-)	UOM	Brand	Unit Price	Total Cost
1	Hydraulic Oil					
#1-1	AW-46 Hydraulic Fluid 55 gallon drums	10	DR	MESA	475.89	4,758.90
#1-2	AW-46 Hydraulic Fluid Bulk Delivery, Part	6000	GL	MESA	7.55	45,300.00
#1-3	Tractor Hydraulic Fluid 5 Gallon Buckets Part	250	EA	MESA	48.75	12,187.50
#1-4	Tractor Hydraulic Fluid 55 Gallon Drums Part	4	DR	MESA	482.20	1,928.80
2	Engine Oil					
#2-1	Motor Oil 10W/30 Case Lot 12/1 Part #	10	CS	Royal	31.65	316.50
#2-2	Motor Oil 15W/40 HD, TBN -11 Case lot,	500	CS	P66	39.87	19,935.00
#2-3	Motor Oil 15W/40 HD, TBN-11 55 gallon	10	DR	MESA	575.50	5,755.00
#2-4	Motor Oil 15W/40 HD, TBN-11 Bulk Delivery	4000	GL	MESA	9.70	38,800.00
#2-5	Motor Oil 30W Case lot, 12/1 Item	10	CS	Pennzoil	28.99	289.90
#2-6	Twin Cycle Engine Oil Case Lot, 12/1 Item	5	CS	Venom	49.08	245.40
3	Transmission Oil					
#3-1	ATF Mercon/Dexron III Transmission Fluid	45	CS	Royal	29.97	1,348.65
#3-2	ATF Global Synthetic Transmission Fluid 55	5	DR	MESA	875.89	4,379.45
#3-3	ATF Global Synthetic Transmission Fluid	5	CS	Xtreme	48.57	242.85
4	Grease					
#4-1	Multi-Purpose Lithium Grease Case Lot 50/1 140z. Tubes Item #915000011	50	CS	Mystik	147.10	7,355.00
#4-2	Multi-Purpose Lithium Grease 120 lb. Drums	5	DR	Mystik	290.69	1,453.45
#4-3	Gear Lubricant 85W/140 Case Lot 12/1 Part	25	CS	Service Pro	50.70	1,267.50
#4-4	Gear Lubricant 85W/140 120 lb. Drums Part	4	DR	MESA	259.75	1,039.00
#4-5	Multi-Purpose Lithium Grease 5 Gallon Bucket	4	EA	MESA	118.60	474.40
#4-6	High-Temperature Grease Case Lot 50/1 14 oz. Tubes Item # 915000079	50	CS	Mystik	148.75	7,437.50
#4-7	High-Temperature Grease 5 Gallon Bucket Item # 915000077	4	EA	Mystik	110.89	443.56
#4-8	High-Temperature Grease 120 lb. Drum Item # 915000076	4	DR	Mystik	372.89	1,491.56
#4-9	High-Temperature Grease Case Lot 12/1 lb. Cans Item # 915000077	5	EA	Mystik	72.70	363.50
5	Synthetic Grease					
#5-1	Synthetic Gear Lubricant 75W/90 Case Lot 12/1 Item # 915000081	10	CS	Service Pro	72.70	727.00
#5-2	Synthetic Gear Lubricant 75W/90 120 lb. Drums Item # 915000102	10	DR	MESA	404.39	4,043.90
#5-3	Diesel Exhaust Fluid Tote Item# 685000014	20	EA	MESA	712.25	14,245.00
#5-4	Diesel Exhaust Fluid Bulk Item# 685000014	6000	GL	MESA	1.97	11,820.00

City of Lubbock
Engine Oils and Lubricants for City Vehicles and Equipment
ITB 25-18603-KM
Bid Form

#5-5	Starting Fluid 11 oz. cans Item # 685000008	50	CS	JOHNSONS	28.67	1,433.50
#5-6	Antifreeze Coolant Universal Formula 1 gal. bottles Item # 685000042	120	CS	POWERGUARD	34.75	4,170.00
#5-7	Windshield Washer Antifreeze 12 fl. oz. Item # 685000007	100	CS	JOHNSONS	20.20	2,020.00
#5-8	Windshield Washer Antifreeze Tote Delivery Part # 685000007	4000	GL	MESA	$ 2.30	9,200.00
6	Non- Synthetic					
#6-1	Non-Synthetic ISO 32 Oil Non-Foaming 5 gal. Drums	1	EA	MESA	85.98	85.98
#6-2	Synthetic ISO 32 Oil Non-Foaming 5 gal. Drums	1	EA	MESA	198.50	198.50
#6-3	H-1Food Grade Gear Oil 90WT 5 gal Drum (Food Grade Must have Standard 61 Certification included with Bid)	1	EA	CLARION	$ 125.06	125.06
#6-4	5WT 5 gal Drum	1	EA	PETRO CANADA	$ 97.65	97.65

City of Lubbock
ITB 25-18603-KM
Bid Tabulation

					AEG PETROLEUM LLC			BRUCKNERS TRUCK AND EQUIPMENT		
				Total Cost	$204,980.01			$213,661.85		
#	Items	QuantityRequir	UOM		UnitPrice	Brand	TotalCost	UnitPrice	Brand	TotalCost
#1-1	AW-46 Hydrauli	10	DR		$475.89	MESA	$4,758.90	$578.11	DRYDENE	$5,781.10
#1-2	AW-46 Hydrauli	6000	GL		$7.55	MESA	$45,300.00	$7.78	DRYDENE	$46,680.00
#1-3	Tractor Hydraul	250	EA		$48.75	MESA	$12,187.50	$65.85	MYSTIC	$16,462.50
#1-4	Tractor Hydraul	4	DR		$482.20	MESA	$1,928.80	$559.17	DRYDENE	$2,236.68
2										
#2-1	Motor Oil 10W/	10	CS		$31.65	ROYAL	$316.50	$34.67	DURAMAX	$346.70
#2-2	Motor Oil 15W/	500	CS		$39.87	P66	$19,935.00	$40.91	DRYDENE	$20,455.00
#2-3	Motor Oil 15W/	10	DR		$575.50	MESA	$5,755.00	$656.94	DRYDENE	$6,569.40
#2-4	Motor Oil 15W/	4000	GL		$9.70	MESA	$38,800.00	$11.39	DRYDENE	$45,560.00
#2-5	Motor Oil 30W	10	CS		$28.99	Pennzoil	$289.90	$40.92	SUPERGARD	$409.20
#2-6	Twin Cycle Engi	5	CS		$49.08	Venom	$245.40	$50.34	MYSTIC	$251.70
3										
#3-1	ATF Mercon/De	45	CS		$29.97	Royal	$1,348.65	$44.83	DURAMAX	$2,017.35
#3-2	ATF Global Synt	5	DR		$875.89	MESA	$4,379.45	$996.36	TRANSGARD	$4,981.80
#3-3	ATF Global Synt	5	CS		$48.57	Xtreme	$242.85	$67.59	TRANSGARD	$337.95
4										
#4-1	Multi-Purpose L	50	CS		$147.10	Mystik	$7,355.00	$160	MYSTIC	$8,000.00
#4-2	Multi-Purpose L	5	DR		$290.69	Mystik	$1,453.45	$418.96	MYSTIC	$2,094.80
#4-3	Gear Lubricant	25	CS		$50.70	Service Pro	$1,267.50	$59.79	MYSTIC	$1,494.75
#4-4	Gear Lubricant	4	DR		$259.75	MESA	$1,039.00	$300.48	MYSTIC	$1,201.92
#4-5	Multi-Purpose L	4	EA		$118.60	Mystik	$474.40	$120.20	MYSTIC	$480.80
#4-6	High-Temperatı	50	CS		$148.75	Mystik	$7,437.50	$180	MYSTIC	$9,000.00
#4-7	High-Temperatı	4	EA		$110.89	Mystik	$443.56	$138	MYSTIC	$552
#4-8	High-Temperatı	4	DR		$372.89	Mystik	$1,491.56	$447.76	MYSTIC	$1,791.04
#4-9	High-Temperatı	5	EA		$72.70	Mystik	$363.50	$50.58	MYSTIC	$252.90
5										
#5-1	Synthetic Gear	10	CS		$72.70	Service Pro	$727.00	$81.83	MYSTIC	$818.30
#5-2	Synthetic Gear	10	DR		$404.39	MESA	$4,043.90	$428.76	MYSTIC	$4,287.60
#5-3	Diesel Exhaust F	20	EA		$712.25	MESA/330	$14,245.00	$867.78	DRYDENE	$17,355.60
#5-4	Diesel Exhaust F	6000	GL		$1.97	MESA	$11,820.00	$2.04	DRYDENE	$12,240.00
#5-5	Starting Fluid 1	50	CS		$28.67	Johnsons	$1,433.50	$4.15	JHN	$207.50
#5-6	Antifreeze Cool	120	CS		$34.75	Powerguar	$4,170.00	$7.75	PRESTONE	$930.00
#5-7	Windshield Wa	100	CS		$20.20	Johnsons	$2,020.00	$4	Johnsen's	$400
#5-8	Windshield Wa	4000	GL		$2.30	MESA	$9,200.00	No Bid	No Bid	No Bid
6										
#6-1	Non-Synthetic I	1	EA		$85.98	MESA	$85.98	$55.09	MYSTIC	$55.09
#6-2	Synthetic ISO 3	1	EA		$198.50	MESA	$198.50	$76.01	HYDURANCE	$76.01
#6-3	H-1Food Grade	1	EA		$125.06	Clarion	$125.06	$108.48	CLARION	$108.48
#6-4	5WT 5 gal Drur	1	EA		$97.65	Petro Cana	$97.65	$225.68	MAXIMA FORK OIL	$225.68

Safety-Kleen Systems, Inc.			Sun Coast Resources, LLC		
$179,060.90			$288,267.39		
UnitPrice	Brand	TotalCost	UnitPrice	Brand	TotalCost
$440	Performance Plus	$4,400.00	$561	CHEVRON AWHYD FLD 46Z	$5,610.00
$6.85	Performance Plus	$41,100.00	$8.20	CHEVRON AWHYD FLD 46Z	$49,200.00
$46.50	Performance Plus	$11,625.00	$85	CHEVRON 1000THF21043S	$21,250.00
$525	Performance Plus	$2,100.00	$885.50	CHEVRON 1000THF21043S	$3,542.00
$34.25	Performance Plus	$342.50	$43.50	CHEVRON DELO400XLE10W	$435.00
$47	Performance Plus	$23,500.00	$61.20	CHEVRON DELO400XLE15W	$30,600.00
$555	Performance Plus	$5,550.00	$961.95	CHEVRON DELO400XLE15W	$9,619.50
$8.69	Performance Plus	$34,760.00	$15.18	CHEVRON DELO400XLE15W	$60,720.00
No Bid	No Bid	No Bid	$61.20	CHEVRON DELO400 30W2	$612.00
No Bid	No Bid	No Bid	$72.90	CHEVRON/HAV2-CYC2123	$364.50
$35.50	Performance Plus	$1,597.50	$50.10	CHEVRON ATFMD2103900	$2,254.50
$775	Performance Plus	$3,875.00	$1,050.50	CHEVRON/HAVGLOBAL M'	$5,252.50
$49.88	Performance Plus	$249.40	$55.50	DURAMAXGLOBAL SYN AT	$277.50
$43.75	Performance Plus	$2,187.50	$38.33	CHEVRON ULTRADTY EP22	$1,916.50
$458.84	Performance Plus	$2,294.20	$495.60	CHEVRON ULTRA DTY EP2Z	$2,478.00
$85	Performance Plus	$2,125.00	$73.80	MYS JT-7 MP GL85W1402Z	$1,845.00
$910	Performance Plus	$3,640.00	$336	DRYDENEGEARALL MP85V	$1,344.00
$135	Performance Plus	$540	$216	CHEVRON DELOSYN GRS S	$864
$50	Performance Plus	$2,500.00	$41.13	MYS JT-6 HTGRS 2221720(	$2,056.50
$165	Performance Plus	$660	$185.50	MYS JT-6HT GRS22172000	$742.00
$540	Performance Plus	$2,160.00	$558	MYS JT-6HT GRS22172000	$2,232.00
No Bid	No Bid	No Bid	$53.76	MYS JT-6 HT GRS 2221720(	$268.80
$102.48	Performance Plus	$1,024.80	$127.80	VAL SYN PWR75W901216Z	$1,278.00
$368	Performance Plus	$3,680.00	$759	CHEVRON DELOSYN TRN X	$7,590.00
$1,245.00	Performance Plus	$24,900.00	$920.70	DRYDENE DIESELALLAPI DI	$18,414.00
No Bid	No Bid	No Bid	$2.63	DRYDENE DIESELALLAPI DI	$15,780.00
No Bid	No Bid	No Bid	$38.02	JHN STARTINGFLD 12/10 C	$1,901.00
No Bid	No Bid	No Bid	$8.60	CHEVRON HAVUNV 5050A	$1,032.00
$42.50	Performance Plus	$4,250.00	$36	PGD DEICER12/11.5OXZCS	$3,600.00
No Bid	No Bid	No Bid	$8.70	SHL ROT ELC5050 AF 975L	$34,800.00
No Bid	No Bid	No Bid	$105	CHEVRON RANDOHDZ322	$105
No Bid	No Bid	No Bid	$135.19	CHEVRON CLARITYAW HYI	$135.19
No Bid	No Bid	No Bid	$147.90	CLR FG WHITEMIN OIL 90Z	$147.90
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

City of Lubbock
ITB 25-18603-KM
Bid Tabulation

					Safety-Kleen Systems, Inc.			Sun Coast Resources, LLC		
				Total Cost	$179,060.90			$288,267.39		
#	Items	QuantityRequir	UOM		UnitPrice	Brand	TotalCost	UnitPrice	Brand	TotalCost
#1-1	AW-46 Hydrauli	10	DR		$440	Performance Plus	$4,400.00	$561	CHEVRON AWHYD FLD 46	$5,610.00
#1-2	AW-46 Hydrauli	6000	GL		$6.85	Performance Plus	$41,100.00	$8.20	CHEVRON AWHYD FLD 46	$49,200.00
#1-3	Tractor Hydraul	250	EA		$46.50	Performance Plus	$11,625.00	$85	CHEVRON 1000THF21043	$21,250.00
#1-4	Tractor Hydraul	4	DR		$525	Performance Plus	$2,100.00	$885.50	CHEVRON 1000THF21043	$3,542.00
2										
#2-1	Motor Oil 10W/	10	CS		$34.25	Performance Plus	$342.50	$43.50	CHEVRON DELO400XLE10	$435.00
#2-2	Motor Oil 15W/	500	CS		$47	Performance Plus	$23,500.00	$61.20	CHEVRON DELO400XLE15	$30,600.00
#2-3	Motor Oil 15W/	10	DR		$555	Performance Plus	$5,550.00	$961.95	CHEVRON DELO400XLE15	$9,619.50
#2-4	Motor Oil 15W/	4000	GL		$8.69	Performance Plus	$34,760.00	$15.18	CHEVRON DELO400XLE15	$60,720.00
#2-5	Motor Oil 30W	10	CS		No Bid	No Bid	No Bid	$61.20	CHEVRON DELO400 30W2	$612.00
#2-6	Twin Cycle Engi	5	CS		No Bid	No Bid	No Bid	$72.90	CHEVRON/HAV2-CYC2123	$364.50
3										
#3-1	ATF Mercon/De	45	CS		$35.50	Performance Plus	$1,597.50	$50.10	CHEVRON ATFMD210390	$2,254.50
#3-2	ATF Global Synt	5	DR		$775	Performance Plus	$3,875.00	$1,050.50	CHEVRON/HAVGLOBAL M	$5,252.50
#3-3	ATF Global Synt	5	CS		$49.88	Performance Plus	$249.40	$55.50	DURAMAXGLOBAL SYN AT	$277.50
4										
#4-1	Multi-Purpose L	50	CS		$43.75	Performance Plus	$2,187.50	$38.33	CHEVRON ULTRADTY EP22	$1,916.50
#4-2	Multi-Purpose L	5	DR		$458.84	Performance Plus	$2,294.20	$495.60	CHEVRON ULTRA DTY EP2	$2,478.00
#4-3	Gear Lubricant	25	CS		$85	Performance Plus	$2,125.00	$73.80	MYS JT-7 MP GL85W1402	$1,845.00
#4-4	Gear Lubricant	4	DR		$910	Performance Plus	$3,640.00	$336	DRYDENEGEARALL MP85V	$1,344.00
#4-5	Multi-Purpose L	4	EA		$135	Performance Plus	$540	$216	CHEVRON DELOSYN GRS S	$864
#4-6	High-Temperatı	50	CS		$50	Performance Plus	$2,500.00	$41.13	MYS JT-6 HTGRS 2221720	$2,056.50
#4-7	High-Temperatı	4	EA		$165	Performance Plus	$660	$185.50	MYS JT-6HT GRS22172000	$742.00
#4-8	High-Temperatı	4	DR		$540	Performance Plus	$2,160.00	$558	MYS JT-6HT GRS22172000	$2,232.00
#4-9	High-Temperatı	5	EA		No Bid	No Bid	No Bid	$53.76	MYS JT-6 HT GRS 2221720	$268.80
5										
#5-1	Synthetic Gear	10	CS		$102.48	Performance Plus	$1,024.80	$127.80	VAL SYN PWR75W901216	$1,278.00
#5-2	Synthetic Gear	10	DR		$368	Performance Plus	$3,680.00	$759	CHEVRON DELOSYN TRN X	$7,590.00
#5-3	Diesel Exhaust F	20	EA		$1,245.00	Performance Plus	$24,900.00	$920.70	DRYDENE DIESELALLAPI DI	$18,414.00
#5-4	Diesel Exhaust F	6000	GL		No Bid	No Bid	No Bid	$2.63	DRYDENE DIESELALLAPI DI	$15,780.00
#5-5	Starting Fluid 1	50	CS		No Bid	No Bid	No Bid	$38.02	JHN STARTINGFLD 12/10 C	$1,901.00
#5-6	Antifreeze Cool	120	CS		No Bid	No Bid	No Bid	$8.60	CHEVRON HAVUNV 5050A	$1,032.00
#5-7	Windshield Wa	100	CS		$42.50	Performance Plus	$4,250.00	$36	PGD DEICER12/11.5OXZCS	$3,600.00
#5-8	Windshield Wa	4000	GL		No Bid	No Bid	No Bid	$8.70	SHL ROT ELC5050 AF 975L	$34,800.00
6										
#6-1	Non-Synthetic I	1	EA		No Bid	No Bid	No Bid	$105	CHEVRON RANDOHDZ322	$105
#6-2	Synthetic ISO 3	1	EA		No Bid	No Bid	No Bid	$135.19	CHEVRON CLARITYAW HYI	$135.19
#6-3	H-1Food Grade	1	EA		No Bid	No Bid	No Bid	$147.90	CLR FG WHITEMIN OIL 90	$147.90
#6-4	5WT 5 gal Drum	1	EA		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Purchasing and Contract Management

Project Summary

ITB 25-18603-KM Engine Oils and Lubricants for City Vehicles and Equipment

Notice was published in the Lubbock Avalanche Journal on March 2 & March 9, 2025
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 February 28 to March 18, 2025
36 vendors downloaded the documents using Bonfire.com.
5 vendors were notified separately.
4 vendors submitted bids.

AI# 13395
Regular City Council Meeting 6. 32.
04/22/2025:

Information

Agenda Item

Resolutions - Fleet Services: Consider two resolutions authorizing the Mayor to execute Contract 18573, with the Arnold Oil Company, and Contract 18810, with Interstate Batteries of the South Plains, for the purchase of automotive batteries for City of Lubbock vehicles.

Item Summary

The City issued an Invitation to Bid (ITB) to purchase automotive batteries for City of Lubbock vehicles. In response to ITB 25-18573-LV, six bids were received and opened on March 12, 2025:

The contracts, in response to ITB 25-18573-LV, established unit pricing for automotive batteries for City of Lubbock vehicles. The Fleet Staff recommends award to the two lowest bidders, Arnold Oil Company of Austin, Texas, and Interstate Batteries of the South Plains of Lubbock, Texas, to ensure proper coverage for the City's purchase of automotive batteries. The total amount of the award is based on estimated quantities and actual expenditures may be more or less depending on actual need. Detailed Bid Tab Sheets are attached.

The contracts will be for a term of one year with the option of (4) one-year extensions, with the date of the term beginning upon formal approval.

Fiscal Impact

The purchase of automotive batteries for the City's vehicles will be funded in the department vehicle maintenance accounts, as approved in the FY 2024-25 Adopted Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution - Arnold Oil Company, Batteries
Contract 18573 Arnold Oil Company - Batteries
Resolution - Interstate Batteries of the South Plains - Batteries
Contract 18810 Interstate Batteries of the South Plains - Batteries
Bid Tab Sheet - 25-18573-LV, Batteries
Project Summary ITB 25-18573-LV, Batteries

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. 18573 for Automotive Batteries for City Vehicles and Equipment, as per ITB 25-18573-LV, by and between the City of Lubbock and Arnold Oil Company, LP, of Austin, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster
Rachael Foster, Assistant City Attorney

ccdocsII/RES.ServiceContract 18573 Arnold Oil Company of Austin
April 11, 2025

City of Lubbock
Contract for
ITB 25-18573-LV
Automotive Batteries for City Vehicles and Equipment

THIS CONTRACT made and entered into this_____day of_____, **2025**, by and between the City of Lubbock ("City"), and **Arnold Oil Company of Austin, L.P.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Automotive Batteries for City Vehicles and Equipment** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Automotive Batteries for City Vehicles and Equipment**.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Automotive Batteries for City Vehicles and Equipment,** and more specifically referred to as **1-1 through 2-23** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
9. Insurance Requirements

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

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

Automobile Liability Requirements: $1M/occurrence is needed

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

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

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

* To Include Products of Completed Operations endorsement.

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

* Carriers must meet an A.M. Best rating of A- or better.
* `limits as listed above.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

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

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

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

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

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

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

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18573-LV, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

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

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

HERB RANKIN

Print Name

1612 CRICKET AVE.

Address

LUBBOCK TX 79401

City, State, Zip Code

City of Lubbock
ITB 25-18573-LV
Automotive Batteries
Bid Form

					Arnold Oil Company of Ausint, L.P Austin, Texas	
		Location Total				
	Item Description	Quantity Required (+/-)	UOM	Brand	Unit Price	Total Cost
1	Battery Brand Name(Standard Lead Acid)					
#1-1	Group U-1 Batteries	6	EA	Federated	32.79	196.74
#1-2	Group 22F Batteries	2	EA	Ac Delco	83.95	167.90
#1-3	Group 22NF Batteries	2	EA	Douglas	71.33	142.66
#1-4	Group 34 Batteries	10	EA	Ac Delco	98.90	989.00
#1-5	Group 34R Batteries	2	EA	Ac Delco	92.00	184.00
#1-6	Group 27 Batteries	2	EA	Ac Delco	96.60	193.20
#1-7	Group 58 Batteries	2	EA	Ac Delco	75.90	151.80
#1-8	Group 78 Batteries	23	EA	Ac Delco	92.00	2,116.00
#1-9	Group 65 Batteries	12	EA	Federated	66.64	799.68
#1-10	Group 75 Batteries	2	EA	Ac Delco	100.05	200.10
#1-11	Group 31A Top Post (SAE)	30	EA	Ac Delco	112.49	3,374.70
#1-12	Group 31C Threaded Stud	100	EA	Federated	80.68	8,068.00
#1-13	Group 8D Batteries	2	EA	Federated	165.99	331.98
#1-14	Group 4DLT Batteries	3	EA	Douglas	144.39	433.17
#1-15	Group 4D Batteries	10	EA	Federated	127.70	1,277.00
#1-16	Group 3EH Batteries	6	EA	Douglas	99.15	594.90
#1-17	Group H-6 Batteries	100	EA	Federated	65.50	6,550.00
#1-18	Group 35 Batteries	20	EA	Federated	55.59	1,111.80
#1-19	Group H-7/94R Batteries	50	EA	Federated	73.49	3,674.50
#1-20	Group 86 Batteries	22	EA	Ac Delco	85.10	1,872.20
#1-21	Group 31T Batteries	16	EA	Federated	80.68	1,290.88
#1-22	Group 48 Batteries	10	EA	Federated	65.50	655.00
#1-23	24M-XHD	8	EA	Ac Delco	97.93	783.44
2	Battery Brand Name(AGM)	Quantity	UOM	Brand	Unit	Total
#2-1	Group U-1 Batteries	6	EA	Douglas	89.05	534.30
#2-2	Group 22F Batteries	2	EA			No Bid
#2-3	Group 22NF Batteries	2	EA			No Bid
#2-4	Group 34 Batteries	10	EA	Federated	178.83	1,788.30
#2-5	Group 34R Batteries	2	EA			No Bid
#2-6	Group 27 Batteries	2	EA			No Bid
#2-7	Group 58 Batteries	2	EA			No Bid
#2-8	Group 78 Batteries	23	EA	Federated	178.83	4,113.09
#2-9	Group 65 Batteries	12	EA	Ac Delco	149.50	1,794.00
#2-10	Group 75 Batteries	2	EA			No Bid
#2-11	Group 31A Top Post (SAE)	30	EA			No Bid
#2-12	Group 31C Threaded Stud	100	EA	Ac Delco	191.01	19,101.00
#2-13	Group 8D Batteries	2	EA	Douglas	559.20	1,118.40
#2-14	Group 4DLT Batteries	3	EA			No Bid
#2-15	Group 4D Batteries	10	EA	Douglas	475.35	4,753.50

City of Lubbock
ITB 25-18573-LV
Automotive Batteries
Bid Form

#2-16	Group 3EH Batteries	6	EA			No Bid
#2-17	Group H-6 Batteries	100	EA	Federated	121.69	12,169.00
#2-18	Group 35 Batteries	20	EA	Federated	168.17	3,363.40
#2-19	Group H-7/94R Batteries	50	EA	Federated	133.08	6,654.00
#2-20	Group 86 Batteries	22	EA	Federated	168.17	3,699.74
#2-21	Group 31T Batteries	16	EA	Federated	191.08	3,057.28
#2-22	Grpi 48 Batteries	10	EA	Federated	121.69	1,216.90
#2-23	24M-XHD	8	EA	Ac Delco	163.63	1,309.04

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. 18810 for Automotive Batteries for City Vehicles and Equipment, as per ITB 25-18573-LV, by and between the City of Lubbock and Interstate Batteries of the South Plains, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster
Rachael Foster, Assistant City Attorney

ccdocsII/RES.ServiceContract 18810 Interstate Batteries of the South Plains
April 11, 2025

City of Lubbock
Contract for
ITB 25-18573-LV
Automotive Batteries for City Vehicles and Equipment

THIS CONTRACT made and entered into this_____day of_____, **2025**, by and between the City of Lubbock ("City"), and **Interstate Batteries of the South Plains.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Automotive Batteries for City Vehicles and Equipment** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Automotive Batteries for City Vehicles and Equipment.**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Automotive Batteries for City Vehicles and Equipment,** and more specifically referred to as **1-1 through 2-23** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
9. Insurance Requirements

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

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

Automobile Liability Requirements: $1M/occurrence is needed

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

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

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

* To Include Products of Completed Operations endorsement.

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

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

* Subcontractors must carry same limits as listed above.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

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

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

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

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

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

    To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

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

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18573-LV, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

BRANDON Downey

Print Name

1501 82nd ST

Address

LUBBOCK, TX 79423

City, State, Zip Code

City of Lubbock
ITB 25-18573-LV
Automotive Batteries
Bid Form

					Interstate Batteries of the South Plains	
			Location Total		Lubbock, Texas	
#	Item Description	Quantity Required (+/-)	UOM	Brand	Unit Price	Total Cost
1	Battery Brand Name(Standard Lead Acid)					
#1-1	Group U-1 Batteries	6	EA	Interstate	31.27	187.62
#1-2	Group 22F Batteries	2	EA	Interstate	50.12	100.24
#1-3	Group 22NF Batteries	2	EA	Interstate	51.80	103.60
#1-4	Group 34 Batteries	10	EA	Interstate	69.15	691.50
#1-5	Group 34R Batteries	2	EA			No Bid
#1-6	Group 27 Batteries	2	EA	Interstate	63.47	126.94
#1-7	Group 58 Batteries	2	EA	Interstate	53.81	107.62
#1-8	Group 78 Batteries	23	EA	Interstate	63.81	1,467.63
#1-9	Group 65 Batteries	12	EA	Interstate	63.47	761.64
#1-10	Group 75 Batteries	2	EA	Interstate	53.47	106.94
#1-11	Group 31A Top Post (SAE)	30	EA	Interstate	71.97	2,159.10
#1-12	Group 31C Threaded Stud	100	EA	Interstate	71.97	7,197.00
#1-13	Group 8D Batteries	2	EA	Interstate	141.60	283.20
#1-14	Group 4DLT Batteries	3	EA	Interstate	112.32	336.96
#1-15	Group 4D Batteries	10	EA	Interstate	118.11	1,181.10
#1-16	Group 3EH Batteries	6	EA	Interstate	90.01	540.06
#1-17	Group H-6 Batteries	100	EA	Interstate	90.10	9,010.00
#1-18	Group 35 Batteries	20	EA	Interstate	63.81	1,276.20
#1-19	Group H-7/94R Batteries	50	EA	Interstate	86.32	4,316.00
#1-20	Group 86 Batteries	22	EA	Interstate	81.70	1,797.40
#1-21	Group 31T Batteries	16	EA	Interstate	71.97	1,151.52
#1-22	Grpi 48 Batteries	10	EA	Interstate	90.10	901.00
#1-23	24M-XHD	8	EA	Interstate	67.88	543.04
2	Battery Brand Name(AGM)	Quantity Required	UOM	Brand	Unit Price	Total Cost
#2-1	Group U-1 Batteries	6	EA			No Bid
#2-2	Group 22F Batteries	2	EA			No Bid
#2-3	Group 22NF Batteries	2	EA			No Bid
#2-4	Group 34 Batteries	10	EA	Interstate	137.68	1,376.80
#2-5	Group 34R Batteries	2	EA	Interstate	218.49	436.98
#2-6	Group 27 Batteries	2	EA			No Bid
#2-7	Group 58 Batteries	2	EA			No Bid
#2-8	Group 78 Batteries	23	EA	Interstate	137.68	3,166.64
#2-9	Group 65 Batteries	12	EA	Interstate	137.68	1,652.16

City of Lubbock
ITB 25-18573-LV
Automotive Batteries
Bid Form

#2-10	Group 75 Batteries	2	EA			No Bid
#2-11	Group 31A Top Post (SAE)	30	EA	Interstate	157.07	4,712.10
#2-12	Group 31C Threaded Stud	100	EA	Interstate	243.91	24,391.00
#2-13	Group 8D Batteries	2	EA	Interstate	382.27	764.54
#2-14	Group 4DLT Batteries	3	EA			No Bid
#2-15	Group 4D Batteries	10	EA	Interstate	284.04	2,840.40
#2-16	Group 3EH Batteries	6	EA			No Bid
#2-17	Group H-6 Batteries	100	EA	Interstate	137.68	13,768.00
#2-18	Group 35 Batteries	20	EA	Interstate	138.02	2,760.40
#2-19	Group H-7/94R Batteries	50	EA	Interstate	137.68	6,884.00
#2-20	Group 86 Batteries	22	EA			No Bid
#2-21	Group 31T Batteries	16	EA	Interstate	$ 157.07	2,513.12
#2-22	Grpi 48 Batteries	10	EA	Interstate	$ 137.68	1,376.80
#2-23	24M-XHD	8	EA			No Bid

City of Lubbock
ITB 25-18573-LV
Bid Tabulation

				Arnold Oil Company of Austin, L.P.				Bruckners Truck and Equipment			
			Location		Austin, TX				Amarillo, TX		
			Total Cost		99,830.60				125,733.85		
#	Items	Quant	UOM								
1											
#1-1	Group U-1 Batteries	6	EA	Federated	32.79	1	196.74	EASTPENN	56.29	1	337.74
#1-2	Group 22F Batteries	2	EA	Ac Delco	83.95	1	167.9	EASTPENN	81.35	14	162.7
#1-3	Group 22NF Batteries	2	EA	Douglas	71.33	1	142.66	EASTPENN	82.73	14	165.46
#1-4	Group 34 Batteries	10	EA	Ac Delco	98.9	1	989	EASTPENN	103.52	1	1,035.20
#1-5	Group 34R Batteries	2	EA	Ac Delco	92	1	184	EASTPENN	90.39	14	180.78
#1-6	Group 27 Batteries	2	EA	Ac Delco	96.6	1	193.2	EASTPENN	131.33	14	262.66
#1-7	Group 58 Batteries	2	EA	Ac Delco	75.9	1	151.8	EASTPENN	84.48	14	168.96
#1-8	Group 78 Batteries	23	EA	Ac Delco	92	1	2,116.00	EASTPENN	112.45	1	2,586.35
#1-9	Group 65 Batteries	12	EA	Federated	66.64	1	799.68	EASTPENN	118.59	1	1,423.08
#1-10	Group 75 Batteries	2	EA	Ac Delco	100.05	1	200.1	EASTPENN	95.51	14	191.02
#1-11	Group 31A Top Post (SAE)	30	EA	Ac Delco	112.49	1	3,374.70	EASTPENN	99.95	1	2,998.50
#1-12	Group 31C Threaded Stud	100	EA	Federated	80.68	1	8,068.00	EASTPENN	99.95	1	9,995.00
#1-13	Group 8D Batteries	2	EA	Federated	165.99	1	331.98	EASTPENN	255.36	14	510.72
#1-14	Group 4DLT Batteries	3	EA	Douglas	144.39	1	433.17	EASTPENN	175.08	14	525.24
#1-15	Group 4D Batteries	10	EA	Federated	127.7	1	1,277.00	EASTPENN	188.8	1	1,888.00
#1-16	Group 3EH Batteries	6	EA	Douglas	99.15	1	594.9	EASTPENN	114.43	1	686.58
#1-17	Group H-6 Batteries	100	EA	Federated	65.5	1	6,550.00	EASTPENN	135.55	1	13,555.00
#1-18	Group 35 Batteries	20	EA	Federated	55.59	1	1,111.80	EASTPENN	91.49	1	1,829.80
#1-19	Group H-7/94R Batteries	50	EA	Federated	73.49	1	3,674.50	EASTPENN	122.09	1	6,104.50
#1-20	Group 86 Batteries	22	EA	Ac Delco	85.1	1	1,872.20	EASTPENN	83.72	1	1,841.84
#1-21	Group 31T Batteries	16	EA	Federated	80.68	1	1,290.88	EASTPENN	99.95	1	1,599.20
#1-22	Grpi 48 Batteries	10	EA	Federated	65.5	1	655	EASTPENN	135.55	1	1,355.50
#1-23	24M-XHD	8	EA	Ac Delco	97.93	1	783.44	No Bid	No Bid	No Bid	No Bid
2											
#2-1	Group U-1 Batteries	6	EA	Douglas	89.05	1	534.3	EASTPENN	88.25	1	529.5
#2-2	Group 22F Batteries	2	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#2-3	Group 22NF Batteries	2	EA	No Bid	No Bid	No Bid	No Bid	EASTPENN	148.56	14	297.12
#2-4	Group 34 Batteries	10	EA	Federated	178.83	1	1,788.30	EASTPENN	172.75	1	1,727.50
#2-5	Group 34R Batteries	2	EA	No Bid	No Bid	No Bid	No Bid	EASTPENN	159.79	14	319.58
#2-6	Group 27 Batteries	2	EA	No Bid	No Bid	No Bid	No Bid	EASTPENN	232.2	14	464.4
#2-7	Group 58 Batteries	2	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#2-8	Group 78 Batteries	23	EA	Federated	178.83	1	4,113.09	EASTPENN	172.44	1	3,966.12
#2-9	Group 65 Batteries	12	EA	Ac Delco	149.5	1	1,794.00	EASTPENN	186.97	1	2,243.64
#2-10	Group 75 Batteries	2	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#2-11	Group 31A Top Post (SAE)	30	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#2-12	Group 31C Threaded Stud	100	EA	Ac Delco	191.01	1	19,101.00	EASTPENN	247.08	1	24,708.00
#2-13	Group 8D Batteries	2	EA	Douglas	559.2	1	1,118.40	EASTPENN	567.08	14	1,134.16
#2-14	Group 4DLT Batteries	3	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#2-15	Group 4D Batteries	10	EA	Ac Delco	475.35	1	4,753.50	EASTPENN	467.68	1	4,676.80
#2-16	Group 3EH Batteries	6	EA	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#2-17	Group H-6 Batteries	100	EA	Federated	121.69	1	12,169.00	EASTPENN	168.08	1	16,808.00
#2-18	Group 35 Batteries	20	EA	Federated	168.17	1	3,363.40	EASTPENN	160.4	1	3,208.00
#2-19	Group H-7/94R Batteries	50	EA	Federated	133.08	1	6,654.00	EASTPENN	180.76	1	9,038.00
#2-20	Group 86 Batteries	22	EA	Federated	168.17	1	3,699.74	No Bid	No Bid	No Bid	No Bid
#2-21	Group 31T Batteries	16	EA	Ac Delco	191.08	1	3,057.28	EASTPENN	247.08	1	3,953.28
#2-22	Group 48 Batteries	10	EA	Federated	121.69	1	1,216.90	EASTPENN	168.08	1	1,680.80
#2-23	24M-XHD	8	EA	Ac Delco	163.63	1	1,309.04	EASTPENN	196.89	1	1,575.12

City of Lubbock
ITB 25-18573-LV
Bid Tabulation

Deco Tire, Inc.				Hub City Batteries, LLC				Interstate Batteries - of the South Plains				Williams Brake Tune and Tire, LLC			
Clovis, NM				Lubbock, TX				Lubbock, TX				Lubbock, TX			
210,715.86				121,192.93				100,989.25				182,886.70			
Continenta	63.68	1	382.08	Hub City Ba	48.62	1	291.72	Interstate	31.27	1	187.62	Super Start	39.25	1	235.5
Continenta	96.4	1	192.8	Hub City Ba	94.42	1	188.84	Interstate	50.12	1	100.24	Super Start	108.66	1	217.32
Continenta	96.4	1	192.8	Hub City Ba	94.42	1	188.84	Interstate	51.8	1	103.6	Super Start	108.66	1	217.32
Continenta	117.5	1	1,175.00	Hub City Ba	94.42	1	944.2	Interstate	69.15	1	691.5	Super Start	101.95	1	1,019.50
Continenta	117.5	1	235	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Super Start	101.95	1	203.9
Continenta	110.24	1	220.48	Hub City Ba	94.42	1	188.84	Interstate	63.47	1	126.94	Super Start	174.8	1	349.6
Continenta	97.68	1	195.36	Hub City Ba	94.42	1	188.84	Interstate	53.81	1	107.62	Super Start	101.95	1	203.9
Continenta	103.02	1	2,369.46	Hub City Ba	94.42	1	2,171.66	Interstate	63.81	1	1,467.63	Super Start	101.95	1	2,344.85
Continenta	115.97	1	1,391.64	Hub City Ba	129.42	1	1,553.04	Interstate	63.47	1	761.64	Super Start	101.95	1	1,223.40
Continenta	98.65	1	197.3	Hub City Ba	94.42	1	188.84	Interstate	53.47	1	106.94	Super Start	101.95	1	203.9
Continenta	123.3	1	3,699.00	Hub City Ba	115.65	1	3,469.50	Interstate	71.97	1	2,159.10	Super Start	174.8	1	5,244.00
Continenta	123.3	1	12,330.00	Hub City Ba	115.65	1	11,565.00	Interstate	71.97	1	7,197.00	Super Start	174.8	1	17,480.00
Continenta	274.5	1	549	Hub City Ba	200.25	1	400.5	Interstate	141.6	1	283.2	Super Start	274.8	1	549.6
Continenta	190.58	1	571.74	Hub City Ba	175.25	1	525.75	Interstate	112.32	1	336.96	Super Start	204.8	1	614.4
Continenta	193.22	1	1,932.20	Hub City Ba	175.25	1	1,752.50	Interstate	118.11	1	1,181.10	Super Start	239.02	1	2,390.20
Continenta	136.22	1	817.32	Hub City Ba	149.11	1	894.66	Interstate	90.01	1	540.06	Super Start	166.8	1	1,000.80
Continenta	314.16	1	31,416.00	Hub City Ba	107.08	1	10,708.00	Interstate	90.1	1	9,010.00	Super Start	101.95	1	10,195.00
Continenta	94.73	1	1,894.60	Hub City Ba	94.42	1	1,888.40	Interstate	63.81	1	1,276.20	Super Start	101.95	1	2,039.00
Continenta	264.02	1	13,201.00	Hub City Ba	115.65	1	5,782.50	Interstate	86.32	1	4,316.00	Super Start	230.4	1	11,520.00
Continenta	118.47	1	2,606.34	Hub City Ba	107.08	1	2,355.76	Interstate	81.7	1	1,797.40	Super Start	180.32	1	3,967.04
Continenta	235.82	1	3,773.12	Hub City Ba	115.65	1	1,850.40	Interstate	71.97	1	1,151.52	Super Start	183.36	1	2,933.76
Continenta	122.49	1	1,224.90	Hub City Ba	107.08	1	1,070.80	Interstate	90.1	1	901	Super Start	101.95	1	1,019.50
Continenta	213.2	1	1,705.60	Hub City Ba	103.63	1	829.04	Interstate	67.88	1	543.04	Super Start	115.81	1	926.48
No Bid	No Bid	No Bid	No Bid	Hub City Ba	74.2	1	445.2	No Bid	No Bid	No Bid	No Bid	Super Start	140.185	1	841.11
Continenta	192.33	1	384.66	Hub City Ba	130.18	1	260.36	No Bid	No Bid	No Bid	No Bid	Super Start	164.726	1	329.452
Continenta	192.33	1	384.66	Hub City Ba	130.18	1	260.36	No Bid	No Bid	No Bid	No Bid	Super Start	164.726	1	329.452
Continenta	195.39	1	1,953.90	Hub City Ba	178.68	1	1,786.80	Interstate	137.68	1	1,376.80	Super Start	251.97	1	2,519.70
Continenta	195.39	1	390.78	No Bid	No Bid	No Bid	No Bid	Interstate	218.49	1	436.98	Super Start	251.97	1	503.94
Continenta	318.67	1	637.34	Hub City Ba	178.68	1	357.36	No Bid	No Bid	No Bid	No Bid	Super Start	235.99	1	471.98
Continenta	147.95	1	295.9	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Continenta	206	1	4,738.00	No Bid	No Bid	No Bid	No Bid	Interstate	137.68	1	3,166.64	Super Start	203.66	1	4,684.18
Continenta	206.14	1	2,473.68	Hub City Ba	178.68	1	2,144.16	Interstate	137.68	1	1,652.16	Super Start	241.23	1	2,894.76
Optima	278.83	1	557.66	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Optima	305.85	1	9,175.50	Hub City Ba	200.97	1	6,029.10	Interstate	157.07	1	4,712.10	Super Start	365.8	1	10,974.00
Optima	321.8	1	32,180.00	Hub City Ba	200.97	1	20,097.00	Interstate	243.91	1	24,391.00	Super Start	365.8	1	36,580.00
Full River	831.55	1	1,663.10	Hub City Ba	575.2	1	1,150.40	Interstate	382.27	1	764.54	Super Start	557.75	1	1,115.50
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Super Start	496.54	1	$ 1,489.62
Full River	654.09	1	6,540.90	Hub City Ba	453.4	1	4,534.00	Interstate	284.04	1	2,840.40	Super Start	496.54	1	4,965.40
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Odyssey	288.11	1	28,811.00	Hub City Ba	168.2	1	16,820.00	Interstate	137.68	1	13,768.00	Super Start	238.74	1	23,874.00
Odyssey	309.74	1	6,194.80	Hub City Ba	178.68	1	3,573.60	Interstate	138.02	1	2,760.40	Super Start	227.68	1	4,553.60
Odyssey	304.27	1	15,213.50	Hub City Ba	168.2	1	8,410.00	Interstate	137.68	1	6,884.00	Super Start	248.42	1	12,421.00
Optima	229.21	1	5,042.62	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Optima	510.52	1	8,168.32	Hub City Ba	200.97	1	3,215.52	Interstate	157.07	1	2,513.12	Super Start	365.79	1	5,852.64
Continenta	193.12	1	1,931.20	Hub City Ba	168.2	1	1,682.00	Interstate	137.68	1	1,376.80	Super Start	238.74	1	2,387.40
Continenta	213.2	1	1,705.60	Hub City Ba	178.68	1	1,429.44	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Purchasing and Contract Management

Project Summary

ITB 25-18573-LV Automotive Batteries
for City Vehicles and Equipment

Notice was published in the Lubbock Avalanche Journal on February 23 & March 2, 2025
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 February 21 to March 6, 2025
28 vendors downloaded the documents using Bonfire.com.
4 vendors were notified separately.
6 vendors submitted bids.

AI# 13369

Regular City Council Meeting **6. 33.**

04/22/2025:

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute Purchase Order 10028377, with Aero Precision LLC, for the purchase of Law Enforcement M4E1-T Complete Short Barrel Rifles for the Lubbock Police Department.

Item Summary

The Law Enforcement M4E1-T short barrel rifles are being purchased through sole source processing. Aero Presision exclusively sells these rifles to Law Enforcement and does not allow for purchase through any of their third-party vendors, due to them being Law Enforcement grade.

These rifles will replace outdated models. The department is in the process of modernizing the rifle inventory to address the evolving challenges of a dynamic criminal environment, while also replacing outdated weapon systems. Upgrading to short-barrel rifles equipped with suppressors and optics will enhance the department's ability to effectively respond to active shooter situations and conduct operations in confined spaces. The integration of a magnifier will enable the officers to identify and engage threats at extended ranges, allowing for safer and more precise engagements from greater distances.

Fiscal Impact

Purchase Order 10028377, for $127,498.50, is funded in the Police Department Abandoned Vehicle Fund.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution-Aero Precision

Purchase Order- Aero Precision

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 10028377, for the purchase of police services rifles for the Lubbock Police Department, by and between the City of Lubbock and Aero Precision LLC, of Tacoma, Washington, and all related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Seth Herman, Chief of Police

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

RES.PO 10028377-Aero Precision LLC
3.28.25

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 3/26/2025
Order Number 10028377 000 OP
Branch/Plant 5719

TO: AERO PRECISION LLC
2320 COMMERCE ST
TACOMA WA 98403-2939

SHIP TO: CITY OF LUBBOCK
POLICE ACADEMY
REESE CENTER
508 DAVIS DRIVE
LUBBOCK TX 79416

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 3/26/2025 Freight .
Requested 6/30/2025 Taken By A ESPARZA
Delivery PER L PEDERSON REQ 62933 PUR-2025-18739 SOLE SOURCE

If you have any questions about this order, please contact Lisa Pederson at 806-775-2765 or via email at LPederson@mylubbock.us.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
M4E1-T SBR-LE 12.5" 5.56 CARBI	150.000	849.9900	EA	127,498.50	6/30/2025
APLE100005 RM10.3, MOE/SL ANO					

Terms NET 30 Total Order 127,498.50

This purchase order encumbers funds in the amount of $127,498.50 awarded to Aero Precision LLC of Tacoma, WA, on _____. The following is incorporated into and made part of this purchase order by reference: Quote dated February 25, 2025, from Aero Precision LLC of Tacoma, WA, and Sole Source.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

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

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

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

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Quote #	10282024 Lubbock Police Academy

Approve Quote by Signature and Date in this box:

DATE:

X

Aero Precision LLC	Bill To		Customer
2320 Commerce Ave.	Name:		Lubbock Police Academy
Tacoma, WA 98402	Phone:		**Shipping Address**
Phone: (970)658-7035	Email:		508 Davis Dr.
Scott Steiert	Address:		Lubbock, TX 79416
s.steiert@aeroprecisionusa.com			

Terms	EX-Works	Quote Date	Contact Info	
	Tacoma, WA	2/25/2025	POC:	Jared Flood
		Quote valid until	Email:	flood@mylubbock.us
		6/26/2025	phone:	806-507-0325

Line	SKU	Description	Qty	Unit Price (ea)	Line Total
					$0.00
1	APLE100005	M4E1-T Complete SBR - LE - 12.5" 5.56 Carbine, RM10.3, MOE/SL - Ano	150	$849.99	$127,498.50
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Subtotal:	$127,498.50
		FAET			$0.00
				GRAND TOTAL:	$127,498.50

Special Notes:

All rifles and LAHARs are a 10 week min lead time.

All Quotes are good for 60 Days

ALL departments need to be registered with NFRTR (National Firearms Registration and Transfer Record) for all NFA items

To ensure proper reconciliation, please reference our Quote number on your purchase order.

Thank you for the opportunity to quote your component requirements!

www.aeroprecisionusa.com

STANDARD NOTES FOR ALL QUOTATIONS

a). NRE is a one-time non-recurring engineering charge that covers: process engineering, CNC programming, work-holding fixtures, and tooling & gaging.

b). Work performed on customer supplied material, blanks, forgings, castings, extrusions, part blanks, or assemblies will be performed on a "best effort basis". Work performed on customer supplied material that becomes unusable due to defects outside of our control will be billed. Despite best precautions taken by AP, material may become unusable during machining. AP will not liable for replacement costs of customer supplied material.

c). Unless otherwise specified, parts are quoted complete per engineering print(s) and RFQ instructions.

d). Prices and delivery eta are valid for per the period specified on page 1. Prices are subject to change based on market conditions for raw material, hardware, outside processing cost, and other unforeseen market conditions.

e). Final pricing confirmed upon SOA issuance. Delivery quoted is our best estimate at time of quote. Actual delivery time may vary based on workload at time of order placement and may be modified at SOA issuance.

f). All prices valid for full quantities represented by Customer at time of Quote. Requests for quantity changes ARO are subject to price modification.

g). At completion of contract review AP will issue customer a SOA as necessary (please allow up to 72 hours).

h). This quote does not confirm an official comittment or obligation by Aero Precision. All quotes must be answered with an official PO and must receive an offical letter of acceptance. Should any deliveries be held up due to sub supplier delays, Aero Precision is not liable for missed deadlines.

AI# 13367

Regular City Council Meeting **6. 34.**

04/22/2025:

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution authorizing the Mayor to authorize the Chief Administrative Officer of Lubbock Power & Light (LP&L), to execute a Ninth Amendment to the Professional Services Agreement, dated May 29, 2018, by and between the City of Lubbock, acting by and through LP&L, and TMG Utility Advisory Services, Inc., to expand the scope of services to include work required to integrate with Smart Meter Texas.

Item Summary

As part of Lubbock Power & Light's (LP&L) transition to the retail market, Transmission/Distribution Service Providers (TDSPs) are required to send certain electric meter data to Smart Meter Texas (SMT). SMT is an interoperable information system that stores electric meter usage data. This information will allow customers, Retail Electric Providers (REPs), and authorized market participants, to access real-time and near-real-time meter usage data.

LP&L must develop custom processes to support the transfer of the following data from Cloud Customer Service (CCS) to SMT: Premise Attributes; Meter Attributes; Retailer of Record Attributes; Monthly Billing Reads; 15-minute Interval and Daily Register Read Data; and On-Demand Meter Read.

The scope of this document is limited to the development of custom data file extracts, as previously mentioned in the custom process section, to support the interface with SMT and include a real-time interface with SMT, to support on-demand meter reads.

Fiscal Impact

Staff recommends a Ninth Amendment to the existing Professional Services Agreement with TMG, to expand the scope of services to include data integration work with SMT, and to increase the not-to-exceed amount by **$145,000,** from **$6,783,046** to **$6,928,046.** A total of **$1,574,520** is appropriated and **$1,045,900** is available in Account Number 8688 (Smart Meter Texas Integration) for this purpose.

Staff/Board Recommending

Joel Ivy, Chief Administrative Officer of LP&L
Electric Utility Board

Attachments

Resolution for City Council
TMG Executed Agreement
Resolution - EUB

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, by Professional Services Agreement dated effective June 14, 2018 (the "Original Agreement"), the City of Lubbock, acting by and through Lubbock Power & Light, through action by the Electric Utility Board and the City Council, contracted with TMG Utility Advisory Services, Inc. ("TMG"), to perform professional consulting services related to implementation of various systems for LP&L, as more particularly described in the Original Agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 ("First Amendment"), LP&L and TMG agreed to amend the Original Agreement as regards certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 ("Second Amendment"), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;

WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 ("Third Amendment"), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R00030 and City Council Resolution No. 2021-R0160 ("Fourth Amendment"), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, by Fifth Amendment to Professional Services Agreement dated December 15, 2021, Resolution EUB 2021-R0094 and City Council Resolution No. 2022R0026 (“Fifth Amendment”), the Original Agreement was amended to provide for additional hours to complete the Services, extend the term and modify the not-to-exceed amount provided in the Original Agreement;

WHEREAS, by Sixth Amendment to Professional Services Agreement dated August 15, 2023, Resolution EUB 2023-R0057 and City Council Resolution No. 2023-R0450 (“Sixth Amendment”) the Original Agreement was amended to increase the not-to-exceed amount, adjust the rates, and to extend the term of the Original Agreement, as amended;

WHEREAS, by Seventh Amendment to Professional Services Agreement dated February 20, 2024, Resolution EUB 2024-R0004 and City Council Resolution No. 2024-R0099 ("Seventh Amendment") the Original Agreement was amended to extend the term of the Original Agreement, as amended;

HEREAS, by Eighth Amendment to Professional Services Agreement dated July 16, 2024, Resolution EUB 2024-R0022 and City Council Resolution No. 2024-R0360 ("Eight Amendment") the Original Agreement was amended to extend the term of the Original Agreement, as amended

WHEREAS, the Original Agreement, as amended, needs further amendment to increase the Not-to-Exceed amount to complete the Services;

WHEREAS, LP&L desires to further amend the Original Agreement, as amended, to provide for such matters and did so by approving the Ninth Amendment to Professional Services Agreement dated March 27, 2025, Resolution EUB 2025-R0011, effective upon approval by the City Council of the City of Lubbock; and

WHEREAS, the City Council of the City of Lubbock desires to authorize the execution of the Ninth Amendment to TMG Advisory Services Professional Services Agreement by the Mayor of the City of Lubbock. NOW, THEREFORE:

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized to direct the LP&L Chief Administrative Officer to execute for and on behalf of the City of Lubbock, that certain Ninth Amendment to Professional Services Agreement, by and between LP&L and TMG Utility Advisory Services, Inc., as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the City Council this _____ day of April, 2025.

_____
MARK W. MCBRAYER, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

NINTH AMENDMENT
to
PROFESSIONAL SERVICES AGREEMENT

This Ninth Amendment to Professional Services Agreement is entered into this 27th day of March, 2025, by and between the City of Lubbock, Texas, a Texas home rule municipal corporation, acting by and through Lubbock Power & Light ("LP&L"), and TMG Utility Advisory Services, Inc. ("TMG").

WITNESSETH

WHEREAS, by Professional Services Agreement dated June 14, 2018 (the "Original Agreement"), LP&L, through action by the Electric Utility Board and the City Council, contracted with TMG to provide services related to the Advanced Metering Infrastructure ("AMI"), Customer Information System ("CIS"), Meter Data Management ("MOM") and Mobile Workforce Management ("MWFM") projects (the " Activities" or " Services") as more particularly described in the original agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 ("First Amendment"), LP&L and TMG agreed to amend the Original Agreement regarding certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 ("Second Amendment"), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;

WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 ("Third Amendment"), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R0030 and City Council Resolution No. 2021-R0160 ("Fourth Amendment"), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, by Fifth Amendment to Professional Services Agreement dated December 15, 2021, Resolution EUB 2021-R0094 and City Council Resolution No. 2022-R0026 ("Fifth Amendment"), the Original Agreement was amended to provide for additional hours to complete the Services, extend the term, and modify the not-to-exceed amount provided in the Original Agreement, as amended;

WHEREAS, by Sixth Amendment to Professional Services Agreement dated August 15, 2023, Resolution EUB 2023-R0057 and City Council Resolution No. 2023-R0450 ("Sixth Amendment") the Original Agreement was amended to increase the not-to-exceed amount, adjust the rates, and to extend the term of the Original Agreement, as amended;

WHEREAS, by Seventh Amendment to Professional Services Agreement dated February 20, 2024, Resolution EUB 2024-R0004 and City Council Resolution No. 2024-R0099 ("Seventh Amendment") the Original Agreement was amended to extend the term of the Original Agreement, as amended;

WHEREAS, by Eighth Amendment to Professional Services Agreement dated July 16, 2024, Resolution EUB 2024-R0022 and City Council Resolution No. 2024-R0099 ("Eight Amendment") the Original Agreement was amended to extend the term of the Original Agreement, as amended;

WHEREAS, LP&L and TMG seek to amend the Original Agreement to increase the scope of the Services to accommodate Smart Meter Texas provide for additional time for TMG to complete the Services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LP&L and Consultant agree as follows:

1. Article II, Services and Compensation, Section C, is deleted in its entirety and hereby replaced with the following:

   "Except as provided below, the total sum to be paid hereunder shall not exceed, in any circumstance, the sum of six million nine hundred twenty eight thousand forty six and NO/dollars ($6,928,046.00)."

2. Except as amended hereby, the terms and conditions of the Original Agreement, as amended, shall remain valid and subsisting as originally provided.

IN WITNESS WHEREOF, the parties have executed this Ninth Amendment to Professional Services Agreement by their duly authorized representatives as of the date first written above.

CITY OF LUBBOCK, acting by and through
Lubbock Power & Light

Joel Ivy, Chief Administrative Officer

APPROVED AS TO CONTENT:

Clint Gardner, Chief Customer Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

TMG Utility Advisory Services, Inc.

By: _____

Title: President

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, by Professional Services Agreement dated June 14, 2018 (the "Original Agreement"), the City of Lubbock, acting by and through Lubbock Power & Light, through action by the Electric Utility Board and the City Council, contracted with TMG Utility Advisory Services, Inc. ("TMG") to provide services related to the Advanced Metering Infrastructure ("AMI"), Customer Information System ("CIS"), Meter Data Management ("MOM") and Mobile Workforce Management ("MWFM") projects (the " Activities" or " Services") as more particularly described in the original agreement;

WHEREAS, by First Amendment to Professional Services Agreement dated August 20, 2019, Resolution EUB 2019-R0054, and City Council Resolution No. 2019-R0320 ("First Amendment"), LP&L and TMG agreed to amend the Original Agreement regarding certain matters relating to the TMG Utility Forum;

WHEREAS, by Second Amendment to Professional Services Agreement dated May 19, 2020, Resolution EUB 2020-R0083, and City Council Resolution No. 2020-R0186 ("Second Amendment"), LP&L and TMG agreed to extend the term and increased the not-to-exceed amount of the Original Agreement, as amended;

WHEREAS, by Third Amendment to Professional Services Agreement dated January 19, 2021, Resolution EUB 2021-R0008 and City Council Resolution No. 2021-R0036 ("Third Amendment"), LP&L and TMG agreed to provide for additional support hours necessary to complete the Services and increased the not-to-exceed amount provided for in the Original Agreement, as amended;

WHEREAS, by Fourth Amendment to Professional Services Agreement dated April 20, 2021, Resolution EUB 2021-R0030 and City Council Resolution No. 2021-R0160 ("Fourth Amendment"), the Original Agreement was amended to provide for additional support hours to complete the Services, extend the term, and adjust the compensation paid to TMG for such additional work;

WHEREAS, by Fifth Amendment to Professional Services Agreement dated January 11, 2021, Resolution EUB 2021-R0094 and City Council Resolution No. 2022-R0026 ("Fifth Amendment"), the Original Agreement was amended to provide for additional hours to complete the Services, extend the term, and modify the not-to-exceed amount provided in the Original Agreement, as amended;

WHEREAS, by Sixth Amendment to Professional Services Agreement dated August 15, 2023, Resolution EUB 2023-R0057 and City Council Resolution No. 2023-R0450 ("Sixth Amendment") the Original Agreement was amended to increase the not-

to-exceed amount, adjust the rates, and to extend the term of the Original Agreement, as amended;

WHEREAS, by Seventh Amendment to Professional Services Agreement dated February 20, 2024, Resolution EUB 2024-R0004 and City Council Resolution No. 2024-R0099 ("Seventh Amendment") the Original Agreement was amended to extend the term of the Original Agreement, as amended;

WHEREAS, by Eighth Amendment to Professional Services Agreement dated July 16, 2024, Resolution EUB 2024-R0022 and City Council Resolution No. 2024-R0360 ("Eight Amendment") the Original Agreement was amended to extend the term of the Original Agreement, as amended;

WHEREAS, LP&L and TMG seek to amend the Original Agreement to increase the Not-to-Exceed amount. NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Chair of the Electric Utility Board BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, the municipally-owned electric utility of Lubbock, Texas ("LP&L"), that certain Ninth Amendment to Professional Services Agreement, by and between LP&L and TMG Utility Advisory Services, Inc., as attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT this Resolution shall be null and void if the City Council of the City of Lubbock shall not likewise authorize and direct the Mayor of the City of Lubbock to execute this Ninth Amendment to Professional Services Agreement by and between LP&L and TMG Utility Advisory Services, Inc. within sixty (60) days of the date hereof.

Passed by the Electric Utility Board this 27th day of March, 2025.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer,

APPROVED AS TO FORM:

Keli Swán, General Counsel

Information

Agenda Item

Resolution - City Manager: Consider a resolution approving Atmos Energy's specific rates and tariffs included in Exhibit A to the negotiated Settlement Agreement, with such rates becoming effective beginning on whichever date is later, May 20, 2025, or the date the Railroad Commission of Texas (RRC) issues its final written order in RRC Case No. OS-24-00018879, for service rendered on and after that date.

Item Summary

On or about October 25, 2024, Atmos Energy Corporation ("Atmos" or "Company") filed a Statement of Intent to increase rates within the incorporated areas of the cities within its West Texas Division, including the cities of Amarillo, Lubbock, Dalhar,t and Channing (collectively the "ALDC"). Atmos sought a system-wide increase of approximately $66.1 million. System-wide this equates to an increase of about 31% in base revenue, that is, revenue excluding the cost of gas.

For customers in Lubbock, Atmos's proposed increase is about $13.9 million, which equates to an increase in annual revenue of about 16.38% including the cost of gas and approximately 26.62% excluding the cost of gas. Because Atmos does not directly control the cost of gas, the more relevant changes are the increase in rates excluding the cost of gas.

Atmos initially proposed an effective date of November 29, 2024, for its increased rates. Atmos ultimately amended its proposed effective date to December 21, 2024 thus extending the suspension period of its proposed effective date and the statutory period for final action by Lubbock to May 20, 2025.

Atmos's application represents its first general rate case since 2020. Prior to this filing, Atmos sought annual increases in rates pursuant to the Gas Reliability Infrastructure Program ("GRIP").

As explained below, the proposed resolution related to Atmos's application to increase rates, if adopted, denies Atmos's proposed increase base rate revenue and approves a lower increase in revenue. Under the settlement reached by ALDC and other West Texas cities with Atmos, instead of a system-wide increase in revenue of $66.1 million, the settlement calls for a system-wide increase of $30.2 million. For Lubbock, instead of an

increase of about $13.9 million, the increase in revenue is $4.5 million.

The key terms of the settlement agreement are as follows:

• A system-wide increase in revenue of about $30.2 million, compared to Atmos's requested increase of $66.1 million.
• For ratepayers in Lubbock, instead of an increase in revenue of about $13.9 million, under the settlement the increase is $4.5 million.
• The new rates will be effective for service rendered on and after the later of May 20, 2025, or the date of final order the Railroad Commission issues in Case No. 18879. For ratepayers outside the city limits, the Railroad Commission of Texas is expected to enter its final order by no later than May 20, 2025.
• Depreciation rates remain at their current level for facilities shared across Atmos's service areas, a reduction in depreciation rates, which will mitigate future increases Atmos can seek via its annual "GRIP" filings.
• Atmos's actual capital structure comprised of 60.07% equity and 39.03% long-term debt.
• Atmos's cost of long-term debt of 4.15%.
• A return on equity of 9.80%, which corresponds to an overall rate return of 7.56% (also known as its "weighted cost of capital").
• Agreement regarding key aspects Atmos is to employ in its future "GRIP" filings, including the agreed-to capital structure rate of return, including that Atmos will alternate recovery of increases via future GRIP filings between its customer charges and its volumetric charges, instead of increasing only the customer charge.
• Reduction in the customer charge for all rate classes, including a reduction from Atmos's proposed charge of $25.00 to $16.75 for the Residential rate class and from $75.00 to $45.00 for the Commercial rate class.
• Reimbursement of the cities' rate case expenses and an agreement by Atmos to forego recovery from ratepayers of Atmos's and ALDC's rate case expenses.
• The change in rates as a result of the settlement, as compared to Atmos's proposed increase in rates, is shown in the following table:

Lubbock			
	Current	Initial Rates Proposed by Atmos	Settlement
Residential			
Customer Charge	$24.36	$25.00	$16.75
Consumption Charge	$0.40078	$0.65976	$0.59685
Commercial			
Customer Charge	$79.61	$75.00	$45.00
Consumption Charge	$0.19856	$0.27628	$0.38395

Industrial and Transportation			
Customer Charge	$1,038.10	$900.00	$750.00
Consumption Charge	$0.11225	$0.07728	$0.25624
Public Authority			
Customer Charge	$103.83	$75.00	$45.00
Consumption Charge	$0.24975	$0.27628	$0. 38395

BILL IMPACT:

Under the settlement *base* rates, that is, *excluding the cost of gas*, the **effect on an average Residential customer's bill** from the increase in base rates is as follows:

CCF/Mo.	Monthly Bill		Change in Bill	% Change in Bill
	Under Current Rates	Under Settlement Rates		
0	$24.36	$16.75	-$7.61	-31.24%
10	$28.37	$22.72	-$5.65	-19.91%
20	$32.38	$28.69	-$3.69	-11.39%
30	$36.38	$34.66	-$1.73	-4.75%
40	$40.39	$40.62	$0.23	0.58%
50	$44.40	$46.59	$2.19	4.94%
60	$48.41	$52.56	$4.15	8.58%
70	$52.41	$58.53	$6.11	11.67%
80	$56.42	$64.50	$8.08	14.31%
90	$60.43	$70.47	$10.04	16.61%
100	$64.44	$76.44	$12.00	18.62%
110	$68.45	$82.40	$13.96	20.39%
120	$72.45	$88.37	$15.92	21.97%
130	$76.46	$94.34	$17.88	23.38%
140	$80.47	$100.31	$19.84	24.66%
150	$84.48	$106.28	$21.80	25.81%
160	$88.48	$112.25	$23.76	26.85%
170	$92.49	$118.21	$25.72	27.81%
180	$96.50	$124.18	$27.68	28.69%
190	$100.51	$130.15	$29.64	29.49%
200	$104.52	$136.12	$31.60	30.24%

**** Average usage is approximately 50 ccf per month***

Because Atmos does not control the cost of gas it sells, and because Atmos recovers those costs it does control through its base rates, the effect on customer's bill from the change in Atmos's base rates is the better barometer of the impact of Atmos's proposed

increase in rates.

REVENUE IMPACT:

The percentage change in revenue for each of its customer classes within Lubbock as proposed by Atmos, compared to the results under the settlement, is as shown in the table below:

	Current Revenue	Atmos Proposed Revenue	Atmos Proposed Percent Change	Settlement Revenue	Settlement Percent Change
Residential	$39,603,681	$51,167,323	29.20%	$41,620,261	5.09%
Commercial	$10,017,902	$11,236,741	12.17%	$11,426,919	14.06%
Industrial	$636,514	$502,338	-21.08%	$892,587	40.23%
Transportation	$442,402	$320,150	-27.63%	$873,848	97.52%
Pub. Authority	$1,107,132	$1,098,073	-0.82%	$1,346,330	21.61%
Triangle	$54,421	$77,335	42.11%	$229,609	321.91%
TOTAL	$51,862,052	$65,812,012	24.18%	$56,389,554	8.73%

ALDC's Special Counsel and consultants are of the opinion that the settlement agreement is a reasonable result and believe that the outcome is well within the range of likely outcomes from a fully litigated proceeding and recommend approval of the settlement agreement and its resulting rates. This helps minimize rate case expenses materially, while at the same time resulting in just and reasonable rates.

The Settlement Agreement, if approved, is to be appended to the Resolution approving the Settlement Agreement, as "Attachment A." Attachment A includes several exhibits to the Settlement Agreement in which the actual rates and tariffs are presented, along with a "proof of revenues" that shows that the new rates, and based on the numbers of customers and their usage as presented in Atmos Energy's rate-filing package, produce the agreed-to increase in revenue.

Further, approval of the Settlement Agreement means that Atmos would not submit an appeal of the City's decision to the Railroad Commission of Texas ("RCT"), thereby concluding the matter with regard to in-city rates entirely at the City level. An approval by the City brings certainty with regard to the terms and conditions of the Settlement Agreement.

Fiscal Impact

Through the City's prior resolution, it has also required Atmos to reimburse the City for its reasonable expenses incurred in assessing the merits of Atmos's rate increase request.

Staff/Board Recommending
Joe Jimenez, Chief Financial Officer

Attachments

Resolution
Exhibit A

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF LUBBOCK, TEXAS ("CITY") APPROVING THE SETTLEMENT AGREEMENT BETWEEN THE CITIES OF AMARILLO, LUBBOCK, DALHART, AND CHANNING (THE "CITIES" OR "ALDC"), AND ATMOS ENERGY CORPORATION ("ATMOS" OR "THE COMPANY") REGARDING ATMOS'S APPLICATION TO INCREASE RATES FILED WITH THE CITY ON OCTOBER 25, 2025; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETING ACT; REPEALING ANY PRIOR RESOLUTIONS INCONSISTENT WITH THIS RESOLUTION; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, Atmos Energy Corporation ("Atmos" or "Company") filed a Statement of Intent with the City on or about October 25, 2025, seeking authority to change its rates within the corporate limits of the City, specifically to increase its annual revenue requirement by approximately $13.9 million, which equates to an increase in annual base-rate revenue of approximately 26.62% excluding the cost of gas; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, §103.001 et seq. of GURA has exclusive original jurisdiction over Atmos's rates, operations, and services within the City; and

WHEREAS, the City previously took action to suspend the effective date of the Company's proposed rate increase; to coordinate a response to Atmos's filing with other similarly situated municipalities (comprised of the Cities of Amarillo, Lubbock, Dalhart, and Channing, collectively referred to as the "Cities" or "ALDC"); to require Atmos to reimburse the City for its reasonable rate case expenses in accordance with the Gas Utilities Regulatory Act; and

WHEREAS, by agreement, Atmos Energy extended its proposed effective date of its rates such that the suspension period of Atmos Energy's proposed effective date is extended to May 20, 2025; and

WHEREAS, the City as part of ALDC authorized its attorneys and experts to formulate and review reasonable settlement positions to resolve Atmos's pending request to increase rates; and to intervene in the Company's pending rate case at the Railroad Commission of Texas, Case No. OS-24-00018879 and related proceedings; and

WHEREAS, ALDC's attorneys met numerous times with the Company to negotiate a Settlement Agreement resolving the issues raised by the Company's Statement of Intent filing; and

WHEREAS, ALDC's attorneys and experts have evaluated what a likely outcome from a fully-litigated proceeding would be and are of the opinion that a systemwide increase of $30.2 million, which equates to an increase in revenue of about $4.5 million increase for customers in Lubbock, compares favorably with a likely outcome from a fully-litigated proceeding; and

WHEREAS, after extensive review and analysis, ALDC's attorneys and experts found an increase of about $4.5 million in base revenues instead of the $13.9 million increase proposed by Atmos is reasonable; and

WHEREAS, ALDC's attorneys and experts recommend that the Cities of Amarillo, Lubbock, Dalhart, and Channing approve the negotiated Settlement Agreement; and

WHEREAS, the Settlement Agreement is in the public interest;

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. That the City Council finds that the Settlement Agreement, which is attached hereto as **ATTACHMENT A,** and incorporated herein, is in the public interest and is hereby approved.

Section 3. That the City Council **DENIES** Atmos's proposed increase in revenue of about $13.9 million for customers in Lubbock and corresponding rates as not being just and reasonable.

Section 4. That the City Council **APPROVES** a change in Atmos's rates for customers in Lubbock, reflecting an increase of approximately $4.5 million in Atmos Energy's annual base revenues as just and reasonable.

Section 5. That the City Council **APPROVES** the specific rates and tariffs included in **Exhibit A to the Settlement Agreement** and finds those rates to be just and reasonable and that such rates shall be effective beginning the later of May 20, 2025, or the date the Railroad Commission of Texas (RRC) issues its final, written order in RRC Case No. OS-24-00018879, for service rendered on and after that date.

Section 6. That the rate case expenses incurred by the Cities of Amarillo, Lubbock, Dalhart, and Channing related to review of Atmos Energy's application to increase rates are reasonable and directs Atmos Energy to reimburse the Cities' rate case expenses as reflected in Exhibit A to the Settlement Agreement.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provision of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That this Resolution shall become effective from and after its passage.

Section 11. A copy of this Resolution shall be sent to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703 and a courtesy copy to Atmos's local representative.

PASSED AND APPROVED this _____ day of _____, 2025.

_____
MARK MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

_____
Matthew L. Wade, City Attorney

ccdocs II//RES.Atmos-2024 RRC Case
April 22, 2025

DOCKET NO. OS-24-00018879

STATEMENT OF INTENT FILED BY ATMOS ENERGY CORP. TO CHANGE GAS UTILITY RATES WITHIN THE UNINCORPORATED AREAS SERVED BY ITS WEST TEXAS DIVISION	**§ § § § §**	**RAILROAD COMMISSION OF TEXAS**

UNANIMOUS SETTLEMENT AGREEMENT

This Unanimous Settlement Agreement is entered into by and between Atmos Energy Corporation's West Texas Division ("Atmos Energy" or the "Company"), Staff of the Railroad Commission of Texas (Commission Staff), Cities Served by Atmos West Texas (WTX Cities),[1] and the Cities of Amarillo, Lubbock, Dalhart, and Channing (ALDC) (collectively, the "Signatories") and is unopposed by Walmart, Inc. (Walmart).

WHEREAS, on October 25, 2024, Atmos Energy filed a Statement of Intent to Change Rate within the Unincorporated Areas Served by its West Texas Division with the Railroad Commission of Texas (Commission) and filed a Statement of Intent with each of the cities served by Atmos Energy's West Texas Division;

WHEREAS, the Commission docketed the rate request as Docket No. OS-24-00018879 and the related the Petitions for Review filed by Atmos Energy in Docket Nos. OS-25-00020103, OS-25-00020616, and OS-25-00027230,[2] and the rate case expense proceeding docketed as OS-24-00019446,[3]; and

WHEREAS, the Commission Staff, WTX Cities, ALDC, and Walmart were granted party status in Docket No. OS-24-00018879; and

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[1] The WTX Cities are comprised of Abernathy, Amherst, Anton, Big Spring, Bovina, Brownfield, Canyon, Coahoma, Crosbyton, Dimmitt, Earth, Floydada, Friona, Fritch, Hale Center, Happy, Hart, Hereford, Idalou, Lake Tanglewood, Lamesa, Levelland, Littlefield, Lockney, Lorenzo, Meadow, Midland, Nazareth, New Deal, New Home, Odessa, O'Donnell, Olton, Palisades, Pampa, Panhandle, Plainview, Post, Quitaque, Ralls, Ransom Canyon, Ropesville, Sanford, Seagraves, Seminole, Shallowater, Silverton, Slaton, Smyer, Springlake, Stanton, Sudan, Tahoka, Timbercreek Canyon, Tulia, Village of Tanglewood, Village of Timbercreek, Wellman, Wilson, and Wolfforth.

[2] Docket No. OS-25-00020103, *Petition for Review of Atmos Energy Corp., West Texas Division of Municipal Rate Decisions of the Cities of Buffalo Spring Lake, Edmonson, Forsan, et. al. and Motion to Consolidate* (Jan. 16, 2025), Docket No. OS-25-00020616, *Petition for Review of Atmos Energy Corp., West Texas Division of Municipal Rate Decision of the Cities of Abernathy, Brownfield, Coahoma, et. al. and Motion to Consolidate* (March 5, 2025), Docket No. OS-25-00027230, *Petition for Review of Atmos Energy Corp., West Tex Division of Municipal Rate Decision of the Cities of Big Spring, Hereford, Lamesa, et. al. and Motion to Consolidate* (March 6, 2025). Unincorporated communities that are not members of ALDC or WTX Cities, but whose action or inaction was appealed to the Commission include the Cities of Hartley, Southland, Welch, Whitharral, and Greenwood. Municipalities that are not members of ALDC or WTX Cities, but whose action or inaction was appealed to the Commission include the Cities of Buffalo Springs Lake, Edmonson, Forsan, Kress, Los Ybanez, Muleshoe, Opdyke West, Petersburg, Turkey, and Vega.

[3] On January 28, 2025, the Commission issued Hearings Letter No. 12, which consolidated Docket No. OS-25-00020103 into Docket No. OS-24-00018879. On March 11, 2025, the Commission issued Hearings Letter No. 20, which consolidated Docket Nos. OS-25-00020616, OS-25-00027230, and Docket No. OS-24-00019446, *Rate Case Expenses Severed from OS-24-00018879, Statement of Intent filed by Atmos Energy Corp. to Change Gas Utility Rates Within the Unincorporated Areas Served by its West Texas Division* into Docket No. OS-24-00018879.

WHEREAS, Atmos Energy agreed to extend the proposed effective date of its rate change to December 21, 2024, and the Commission, on November 19, 2024, suspended the implementation of the Company's proposed rates for a period of 150 days from which they otherwise would become effective; and

WHEREAS, the Signatories have engaged in discovery regarding the issues in dispute; and

WHEREAS, ALDC, WTX Cities, and Walmart filed testimony on February 5, 2025, the Commission Staff filed testimony on February 11, 2025, and the Company filed rebuttal testimony on February 20, 2025, regarding the issues in dispute; and

WHEREAS, the Signatories agree that resolution of this docket by Unanimous Settlement Agreement will significantly reduce the amount of reimbursable rate case expenses associated with this docket; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to and recommend for approval by the Commission the following Settlement Terms as a means of concluding the above-referenced docket and Docket No. OS-24-00019446 without the need for prolonged litigation:

Settlement Terms

1. As a product of compromise and for the purposes of settlement, the Signatories agree to the rates, terms and conditions reflected in the tariffs attached to this Unanimous Settlement Agreement as Exhibit A. The tariffs attached as Exhibit A replace and supersede the rate schedules currently in effect for the unincorporated areas, the WTX Cities, ALDC, and Atmos Energy's Triangle System Division. The tariffs in Exhibit A reflect the Signatories agreement to include the Atmos Energy Triangle System within a single, consolidated West Texas Division. Further, the tariffs in Exhibit A, as illustrated in the proof of revenues attached as Exhibit B to this Unanimous Settlement Agreement, represent a system-wide increase of an additional $30,200,000 based on billing determinants as of December 31, 2024, and the inclusion of the impact of protected Excess Deferred Income Tax amortization in the amount of $(134,644).

2. The Signatories agree that a total revenue requirement for Atmos Energy's West Texas Division of $244,559,207 is just and reasonable. Signatories further agree that the total revenue requirement represents an overall settlement and that amounts associated with particular expenses are not identified in the total revenue requirement unless specified in this Unanimous Settlement Agreement.

3. The Signatories agree that net plant investment in the amount of $1,381,832,293 and gross plant in the amount of $1,706,501,506 as of September 30, 2024, is prudent, used and useful, just and reasonable, and appropriately included in the West Texas Division's rate base.

4. The Signatories agree that annual depreciation and amortization expense in the amount of $61,054,659, is reasonable and that the depreciation rates shown in Exhibit C to this Unanimous Settlement Agreement should be adopted for Atmos Energy's West Texas Division assets and Atmos Energy's Shared Service Unit assets.

5. The Signatories agree that Atmos Energy will perform both a minimum distribution system study and a zero-intercept distribution system study to inform the allocation of distribution mains amongst customer classes in the next statement of intent rate filing made on behalf of the West Texas Division.

6. The Signatories agree that Atmos Energy has met the affiliate standard under Tex. Util. Code § 104.055 with respect to all affiliate charges and the affiliate expenses included in the Statement of Intent, which is $784,490, are just and reasonable and should be recovered in rates.

7. The Signatories agree to use of the following capital structure and weighted cost of capital in future Interim Rate Adjustment ("IRA") filings for Atmos Energy's West Texas Division, as shown below.

Class of Capital	Percent	Cost	After Tax Weighted Cost of Capital	Pre-Tax Weighted Cost of Capital
Long-Term Debt	39.03%	4.15%	1.62%	1.62%
Common Equity	60.97%	9.80%	5.98%	7.56%
Weighted Average Cost of Capital	100.00%		7.59%	9.18%

8. The Signatories agree that any IRA filing for Atmos Energy's West Texas Division pursuant to Tex. Util. Code § 104.301 shall use the following factors until changed by a subsequent general rate proceeding:

   a. The capital structure and related components as shown above in Paragraph 7.

   b. For any initial IRA filing, the beginning amount for system-wide net plant in service for Atmos Energy's West Texas Division shall be $1,381,832,293. See Exhibit C for plant, accumulated reserve, and rate base adjustment detail for the initial IRA filing.

   c. For any initial IRA filing and for any subsequent IRA filings, the depreciation rate for each account shall be those presented in Exhibit C to this Unanimous Settlement Agreement.

   d. Federal income taxes will be calculated using a 21% rate, unless the federal income tax rate is changed, in which case the new rate will be applied to the IRA calculation.

   e. The base rate revenue allocation factors to spread any change in IRA increase/decrease to the appropriate customer classes are as follows:

Customer Class	Percentage
Residential	69.81%
Commercial	23.26%
Industrial & Transportation	6.93%

f. The Signatories agree that IRA filings for Years 1, 2, and 5 will be applied to the volumetric charge, and for other years' GRIP filings, applied to the customer charge or the volumetric charge at the Company's discretion after consultation with the cities and Commission Staff. The Company will communicate with regulatory authorities whose customer rates are subject to IRA filings at least 30 days prior to filing regarding how the interim rate adjustment will be applied in Years 3 and 4.

9. Signatories agree to the following customer charges and volumetric rates.

Customer Class	Customer Charge	Consumption Charge per Ccf
Residential	$16.75	$0.59685
Commercial	$45.00	$0.38395
Industrial & Transportation	$750.00	$0.25624

10. Signatories agree that it is reasonable for Atmos Energy to establish and record a System Safety and Reliability regulatory asset or liability that provides for the deferral of unrecovered, third-party expenses above or below the benchmark established in Paragraph 11 of this Unanimous Settlement Agreement for the following categories of costs and that such costs will be separately delineated for purposes of future recovery:

a. Specific damage prevention activities necessary to install technology to make unlocatable facilities electronically locatable;
b. Incremental leak surveying and detection activities conducted by third-party contractors; and,
c. Pipeline integrity testing and records review required by the Pipeline and Hazardous Materials Safety Administration.

11. The Signatories agree that no rate of return shall be recorded or recovered on the SSI regulatory asset balance.

12. The Signatories agree that for purposes of the SSI regulatory asset, it is reasonable to establish an SSI annual benchmark level of third-party SSI costs in the amount of $3,499,880 until changed by a subsequent general rate proceeding.

13. The Signatories agree that Atmos Energy shall reduce the initial amount recorded in the System Safety and Reliability regulatory asset by applying a one-time credit in the amount of $78,720 to resolve all issues associated with amounts previously recovered through prior IRA filings.

14. The Signatories agree that any deferral of unrecovered expenses recorded in the SSI regulatory asset or liability may have a different effect in areas in which a Rate Review Mechanism ("RRM") tariff applies. Signatories further agree that Atmos Energy and the regulatory authorities whose areas are subject to an RRM tariff will address recovery of amounts recorded in the SSI regulatory asset as part of the RRM process.

15. The Signatories agree that it is reasonable for Atmos Energy to adopt the Rider TAX – Tax Adjustment, Rider SUR – Surcharges, and Rider WAT, as well as the other tariffs and rate schedules reflected in Exhibit A to the Unanimous Settlement Agreement.

16. The Signatories agree that the Triangle system SSI regulatory asset should be recovered through the Rider SUR solely from customers served by the Triangle system as of October 25, 2024, which is the date of the filing of the Company's Statement of Intent, and that such recovery should occur as follows:

    a. For Sequent Energy Management, LLC, which currently serves as Atmos Energy's asset manager for the West Texas Division and will cease to be a Triangle customer upon the consolidation of the Triangle system with the West Texas Division, a one-time bill will be issued;

    b. For all other Triangle customers, recovery will occur over a six-year amortization period or until fully recovered.

17. The Signatories agree that the adoption of Rate Schedule WAT is reasonable and that Atmos Energy will include the WAT tariff in the cost of service analysis in its next system-wide rate case if any customers remain under the WAT tariff service at the time of filing.

18. The Signatories agree that it is reasonable to include the Triangle system in the West Texas Division's systemwide cost of service calculation and that it is reasonable to establish a single WTX rate division (005) reflective of all WTX Division costs and investment;[4]

19. Signatories agree that an annual Pension and Other Postemployment Benefit ("OPEB") benchmark in the amount of $(288,345) as provided for in Tex. Util. Code § 104.059 is reasonable.

20. The Signatories agree that customer and shareholders should equally bear the responsibility associated with the amounts recorded in Account 9302, Board of Directors Compensation and Account 9250, Directors' and Officers' Insurance.

21. The Signatories agree that, unless and until Commission policy or rules regarding recovery of meals and hotels change, Atmos Energy will adhere, for the purposes of rate recovery, including IRA filings, to the Commission's current limits of $25.00 for meals, exclusive of tax and tip, and $175.00 for hotels, exclusive of tax.

[4] This will occur upon the transfer of all Triangle system assets to WTX rate division (005) and the elimination of rate division (010). Once this transfer is completed, all costs and assets related to the Triangle system will be reflected as part of a single, WTX rate division (005).

22. The Signatories agree that it is reasonable for Atmos Energy to record Cloud Computing costs for contracts worth more than $50,000 and having terms greater than one year as a capital investment recoverable through its annual IRA filings made pursuant to Tex. Util. Code § 104.301.

23. The Signatories further agree that Atmos Energy has fully satisfied all requirements set forth in the Gas Utilities Accounting Order (February 27, 2018) and Order Nunc Pro Tunc (March 20, 2018) issued in GUD No. 10695, relating to Regulatory Accounting Related to Federal Income Tax Changes.

24. The Signatories agree that the rates, terms and conditions resulting from a Commission Final Order issued consistent with the terms of this Unanimous Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Texas Utilities Code, and that such rates, terms, and conditions shall apply to service rendered on and after the date of approval in a Final Order by the Commission.

25. This Signatories agree that Atmos Energy will reimburse the reasonable rate case expenses incurred by municipal intervenors within 30 days of the receipt of final invoices and that Atmos Energy shall forgo its right to recover the reimbursement of municipal rate case expenses, as well as the Company incurred rate case expenses associated with this proceeding and any related underlying municipal rate proceeding.

26. The Signatories agree that Atmos Energy's protected Excess Deferred Income Tax ("EDIT") regulatory liability in the amount of $3,298,769 is reasonable and that an amortization period of 32 years, which excludes the cost of removal portion of depreciation expense in determining the remaining period, should be adopted.

27. With regard to developer costs, the Signatories agree as follows:

    a. It is reasonable for Atmos Energy to include Developer Infrastructure costs in the Company's invested capital and to recover reasonable Developer Infrastructure costs from customers.
    b. Reasonable Developer Infrastructure costs include any reasonable amounts paid to a developer by the utility for the installation of actual infrastructure related to providing natural gas service, reasonable costs related to acquiring necessary rights-of-way, and reasonable costs related to the management of facility installation activities;
    c. Amounts paid to developers for Developer Incentives, which are any amounts paid to developers that are not Developer Infrastructure costs, are not recoverable from ratepayers as part of contracts executed by Atmos Energy's West Texas Division on or after June 30, 2024, or contracts amended or extended on or after June 30, 2024; and,
    d. Developer Incentives are not eligible for inclusion in an energy conservation program adopted pursuant to 16 Texas Administrative Code § 7.480.

28. The Signatories further agree to and propose the inclusion of the following Ordering Paragraphs in the Final Order in this docket:

a. Ordering Paragraph: IT IS FURTHER ORDERED that within 30 days of this Final Order, in accordance with 16 Tex. Admin. Code § 7.315 (Filing of Tariffs), Atmos Energy shall electronically file its rate schedules in proper form that accurately reflect the rates in Attachment 1 approved in this Final Order. The tariffs shall incorporate rates, rate design, and service charges consistent with this Order, as stated in the findings of fact and conclusions of law and shown on the attached Schedules.

b. Ordering Paragraph: IT IS FURTHER ORDERED that any incremental change in rates approved by this Final Order and implemented by Atmos Energy shall be subject to refund unless and until Atmos Energy's tariffs are electronically filed and accepted by the Gas Services Department in accordance with 16 Tex. Admin. Code § 7.315.

c. Ordering Paragraph: IT IS FURTHER ORDERED that any incremental change in rates approved by this Final Order shall apply to service rendered on and after the date of the Commission's Final Order in this proceeding.

29. The Signatories agree to the admission of the following items, including any confidential portions:

a. the Statements of Intent to Change Rates filed by Atmos Energy with the Commission, WTX Cities, the Cities of Amarillo, Dalhart, and Channing, and the City of Lubbock on October 25, 2024, inclusive of all attachments, direct testimony, errata, exhibits, and workpapers;

b. the Petitions for Review filed by Atmos Energy were docketed as OS-25-00020103; OS-25-00020616; and OS-25-00027230, and subsequently consolidated with Docket No. OS-24-00018879;

c. the direct testimony filed by ALDC, WTX Cities, and Walmart, Inc. inclusive of all exhibits and workpapers filed on February 5, 2025;

d. the direct testimony filed by Commission Staff, inclusive of all exhibits and workpapers filed on February 11, 2025;

e. the rebuttal testimony, errata and updated cost of service model filed by Atmos Energy, inclusive of all attachments, exhibits and workpapers filed on February 20, 2025;

f. the Affidavit of Stephanie N. Tanner attesting to the completion of the publication of notice, inclusive of publisher's affidavits and corresponding tear sheets; and

g. the Unanimous Settlement Agreement, including all exhibits.

30. The Signatories agree that the evidentiary record should remain open to allow the appeal of any remaining municipal actions related to Atmos Energy's Statement of Intent filings to be filed with the Commission and consolidated with Docket No. OS-24-00018879;

31. The Signatories agree to support and seek Commission approval of the terms outlined in this Unanimous Settlement Agreement.

32. Except as allowed under Rule 408 of the Texas Rules of Evidence, the Signatories agree that all negotiations, discussions, and conferences related to the Unanimous Settlement Agreement are privileged and inadmissible to prove the validity or invalidity of any issue raised by or presented in Docket No. OS-24-00018879.

33. The Signatories agree that the terms of the Unanimous Settlement Agreement are interdependent and indivisible, and that if the Commission issues an Order that is inconsistent with this Unanimous Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Unanimous Settlement Agreement or its subsequent withdrawal and further agrees that Atmos Energy's application to increase rates will be remanded for hearings.

34. The Signatories agree that this Unanimous Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes. The matters resolved herein are resolved on the basis of compromise and settlement. Except to the extent the Unanimous Settlement Agreement governs a Signatory's rights and obligations for future periods, this Unanimous Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding. Each Signatory acknowledges that a Signatory's support of the matters contained in this Unanimous Settlement Agreement may differ from the position taken or testimony presented by it in other dockets or other jurisdictions. To the extent that there is a difference, a Signatory does not waive its position in any of those other dockets or jurisdictions. Because this is a stipulated resolution, no Signatory is under any obligation to take the same positions as set out in this Unanimous Settlement Agreement in other dockets or jurisdictions, regardless of whether other dockets present the same or a different set of circumstances, except as otherwise may be explicitly provided by this Unanimous Settlement Agreement. Agreement by the Signatories to any provision in this Unanimous Settlement Agreement will not be used against any Signatory in any future proceeding with respect to different positions that may be taken by that Signatory.

35. The provisions of this Unanimous Settlement Agreement are intended to relate to only the specific matters referred to herein. By agreeing to this Stipulation, no Signatory waives any claim it may otherwise have with respect to issues not expressly provided for herein. The Signatories further understand and agree that this Unanimous Settlement Agreement represents a negotiated settlement of all issues in this proceeding.

36. The Signatories agree that this Unanimous Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

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Agreed to this 19th day of March 2025.

ATMOS ENERGY CORP. ON BEHALF OF ATMOS ENERGY'S WEST TEXAS DIVISION

By: _____
Ann M. Coffin
Attorney for Atmos Energy Corp., West Texas Division

STAFF OF THE RAILROAD COMMISSION OF TEXAS

By: _____
Fernando Domene
Attorney for Staff of the Railroad Commission of Texas

COUNSEL FOR CITIES SERVED BY ATMOS WEST TEXAS

By: _____
Thomas L. Brocato
Attorney for Atmos Cities Steering Committee

COUNSEL FOR THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING

By: _____
Alfred R. Herrera
Attorney for Atmos Texas Municipalities

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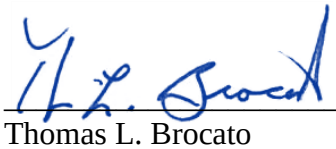
By: 
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EXHIBIT A

Tariff Package Inclusions for ALDC-Lubbock Area

1. 01 – Disclaimer Page
2. 02 – Title Page
3. 03 – Table of Contents
4. 04 – Cities Served
5. 05 – WTX System Map
6. 06 – WTX Definitions
7. 08 – Rate Tariffs ALDC-Lubbock
8. 09 – Rider SUR – ALDC
9. 15 – Rider GCA
10. 16 – Rider CRR
11. 17 – Rider WNA
12. 18 – Rider FF
13. 19 – WTX Rider Tax
14. 20 – Pipeline Safety Fee
15. 21 – Quality of Service
16. 22 – Misc Service Charges

DISCLAIMER

This site contains the content of the Company's tariffs. The official tariffs are on file with the relevant state regulatory commissions. While every effort has been made to ensure that the tariffs on this site are accurate and are updated on a timely basis, Atmos does not warrant that they are identical in every respect to the official tariffs on file with the relevant regulatory agencies and expressly disclaims any responsibility or liability for any differences.

CLICK HERE FOR LINK TO TABLE OF CONTENTS

THIS DOCUMENT LAST UPDATED JUNE 1, 2025

Tariff for Gas Service

Atmos Energy Corp.,
West Texas Division
P.O. Box 1121
Lubbock, Texas 79408

ATMOS ENERGY CORPORATION
WEST TEXAS DIVISION

Table of Contents		
APPLICABLE TO:	**Entire Division**	**PAGE: 1**

Page No.

RATE BOOK INDEX
INCORPORATED AND UNINCORPORATED CITIES
SYSTEM MAP
WTX DEFINITIONS

RATE SCHEDULES	**Railroad Commission Tariff No.**
Gas Service Rate Schedules Applicable to ALDC Incorporated Areas	
Amarillo Service Area	
Residential	26738
Commercial	26739
Industrial	26740
Transportation	
Lubbock Service Area	
Residential	26742
Commercial	26743
Industrial	26744
Transportation	
Riders Applicable to ALDC Incorporated Areas	
Rider SUR - ALDC	
Gas Service Rate Schedules Applicable to Cities Incorporated Areas	
West Texas Cities Service Area	
Residential	26746
Commercial	26747
Industrial	26748
Transportation	
Rider SUR – West Texas Cities	
Gas Service Rate Schedules Applicable to Unincorporated Areas	
Residential	35232
Commercial	35231
Industrial	35230
Transportation	
Rider SUR - Environs	
Rider WAT	
Rates & Riders Applicable to All Areas	
West Texas Division Gas Cost Adjustment (GCA) Rider	

ATMOS ENERGY CORPORATION
WEST TEXAS DIVISION

Table of Contents		
APPLICABLE TO:	**Entire Division**	**PAGE: 2**

Rider CRR – Customer Rate Relief Rate
West Texas Division Weather Normalization Adjustment (WNA) Rider
Rider FF – Franchise Fee Adjustment
Rider TAX – Tax Adjustment
Pipeline Safety Fee

QUALITY OF SERVICE

Continuity of Service
Customer Relations
Refusal of Service
Discontinuance of Service
Applicant Deposit
Billing
Meters and Facilities
New Construction
Non-Liability

OTHER SERVICE CHARGES

ATMOS ENERGY CORPORATION
WEST TEXAS DIVISION

Incorporated and Unincorporated Cities Served		
APPLICABLE TO:	**Entire Division**	**PAGE: 3**

West Texas Service Area

Abernathy	Lamesa	Ransom Canyon
Amherst	Levelland	Ropesville
Anton	Littlefield	Sanford
Big Spring	Lockney	Seagraves
Bovina	Lorenzo	Seminole
Brownfield	Los Ybanez	Shallowater
Buffalo Springs Lake	Meadow	Silverton
Canyon	Midland	Slaton
Coahoma	Muleshoe	Smyer
Crosbyton	Nazareth	Springlake
Dimmitt	New Deal	Stanton
Earth	New Home	Sudan
Edmonson	Odessa	Tahoka
Floydada	O'Donnell	Timbercreek Canyon
Forsan	Olton	Tulia
Friona	Opdyke West	Turkey
Fritch	Palisades	Vega
Hale Center	Pampa	Wellman
Happy	Panhandle	Wilson
Hart	Petersburg	Wolfforth
Hereford	Plainview	
Idalou	Post	
Kress	Quitaque	
Lake Tanglewood	Ralls	

Amarillo Service Area

Amarillo
Dalhart
Channing

Lubbock Service Area

Lubbock

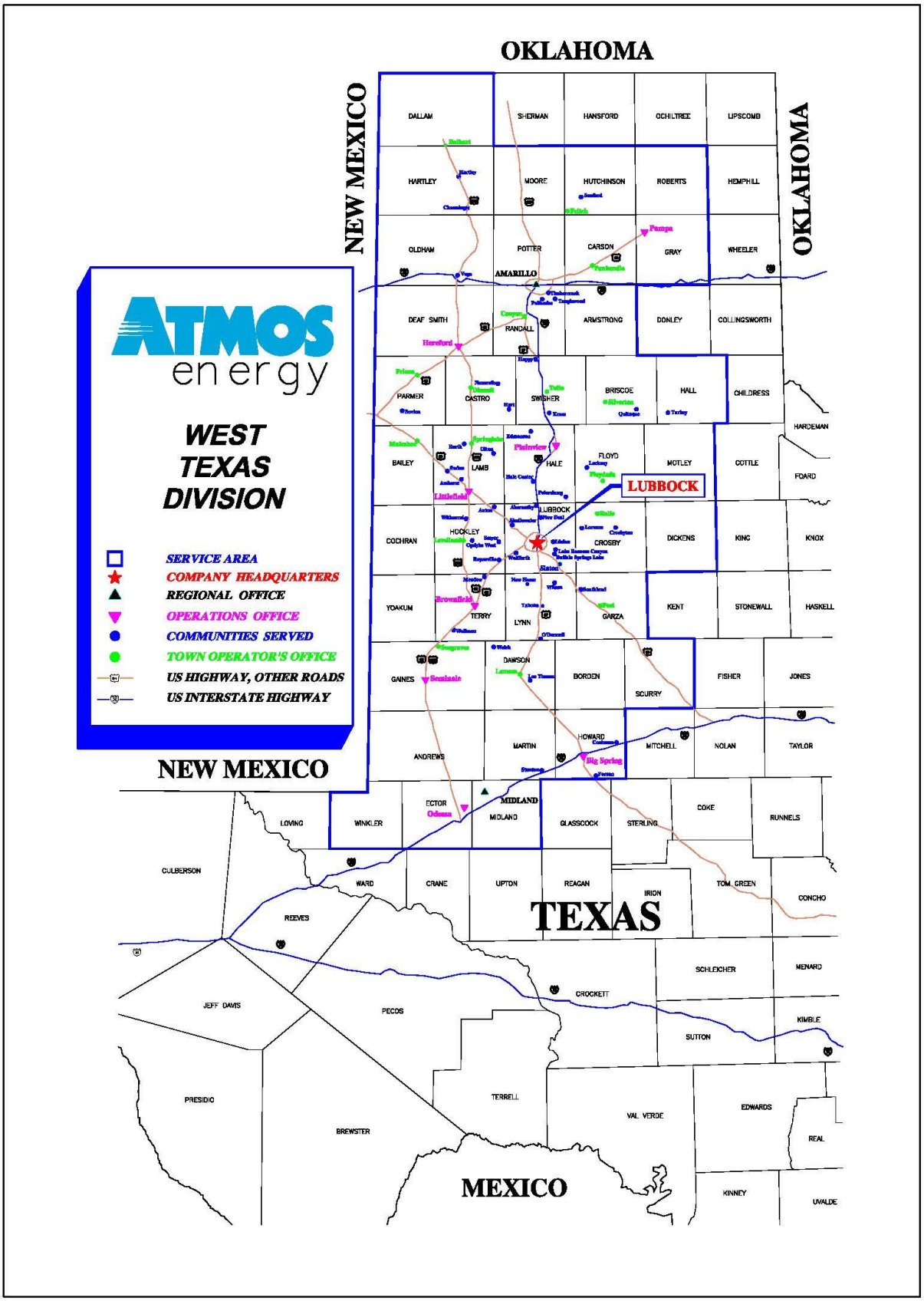
Unincorporated Communities

Greenwood***	Southland***	Welch***
Hartley**	Withharral***	

** Included in Amarillo Service Area
*** Included in West Texas Service Area

ATMOS ENERGY CORPORATION
WEST TEXAS DIVISION

SYSTEM MAP		
APPLICABLE TO:	**Entire Division**	**PAGE: 4**



WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

SECTION:	**DEFINITIONS**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on or after**	**PAGE:**

AGREEMENT FOR GAS SERVICE. A written contract between Company and Customer under which Company provides Gas Service.

APARTMENT HOUSE. A building or buildings containing more than four Dwelling Units all of which are rented primarily for nontransient use, with rental paid at intervals of one week or longer. Apartment House includes residential condominiums, whether rented or owner occupied.

APPLICANT. A person or entity who requests Gas Service from Company. The inauguration of Gas Service to an Applicant by Company does not indicate that Company has inspected Customer's gas piping or appliances or determined the piping and appliances to be safe or adequate.

CODES. Codes governing gas installations.

COMMERCIAL CUSTOMER. A customer who takes gas service at a premise primarily engaged in the sale or furnishing of goods and services or any other end-use sales customer to which no other rate schedule applies. A customer classified as a commercial customer under this definition may be considered eligible to contract for interruptible service under Rate Schedule T - Transportation, at the discretion of Atmos Energy, **only if** the customer 1) has standby equipment for the use of other fuel with a capacity at least equal to that normally required by the customer, 2) has fuel in storage in an amount adequate to fulfill the customer's fuel requirements during periods of interruption or discontinuance of gas service, and 3) certifies annually by October 1 that the standby equipment is in full working order and fuel storage has been procured for the upcoming 12-month period. Independent School Districts or private primary and secondary schools that use gas in buildings used to provide educational instruction to students will be classified as commercial customers for such purposes and will receive service at such buildings under the Commercial Rate.

COMMISSION. The Railroad Commission of Texas.

COMPANY OR UTILITY. Atmos Energy Corporation, West Texas Division, its successors, and its assigns.

CONSUMER OR CUSTOMER. These terms are used interchangeably to mean an individual, partnership, association, joint venture, corporation, governmental agency or any other organization or entity who is receiving, who is receiving the benefit of, or who is utilizing in any way Gas Service at a specified Point of Delivery.

CURTAILMENT EVENT. When Company determines that its ability to deliver gas may become inadequate to support continuous service to firm customers on its system and it reduces deliveries to one or more firm customers. An interruption of delivery or service to interruptible gas customers does not constitute a curtailment event. Prior to reducing deliveries to one or more firm customers, Company interrupts deliveries to interruptible customers pursuant to mutually agreed upon contracts and/or tariffs.

CUSTOMER'S/CONSUMER'S EQUIPMENT: All appliances, piping, vents, connectors, valves, fittings or any other gas utilization or distribution equipment including but not limited to methane detectors and carbon monoxide detectors at or on the Customer's/Consumer's side of the Point of Delivery.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

SECTION:	**DEFINITIONS**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on or after**	**PAGE:**

CUSTOMER'S GAS INSTALLATION / CUSTOMER'S PIPING. All pipes, equipment, apparatuses, devices, or facilities of any kind on Customer's side of the Point of Delivery, except Company's metering equipment, used by Customer in any manner in connection with the provision of Gas Service.

DISTRIBUTION SYSTEM. That portion of Company's gas system that is comprised of distribution pipelines, Gas Main Lines, and Gas Service Lines that are located on the load side of city gates.

DWELLING UNIT. A room or rooms suitable for occupancy as a residence.

GAS DAY. The period beginning at 9:00 a.m. on one calendar day and ending at 9:00 a.m. on the following calendar day.

GAS MAIN LINES. Company's distribution pipelines that receive natural gas from city gate stations and transport such natural gas to service lines.

GAS SERVICE. The transportation to and provision of natural gas, including, but not limited to, the designing, installing, maintaining, operating, and / or monitoring of gas by Company up to and at the Point of Delivery.

GAS SERVICE LINES. Company's distribution pipelines that receive natural gas from Gas Main Lines and transport such natural gas to the Points of Delivery.

INDUSTRIAL CUSTOMER. A customer who has a North American Industry Classification System Code beginning with 21, 22 (electric generation only), 31, 32, or 33.

LOCAL DISTRIBUTION COMPANY. An entity that operates a retail gas distribution system other than Atmos Energy Corp., West Texas Division.

MAKE-UP VOLUMES. The quantity of gas specifically and separately nominated by customer and confirmed by Company to resolve, either in whole or in part, any imbalance under Rate CGS, Rate PT, or Rate T.

METER. A device, or devices, together with any required auxiliary equipment, for measuring Gas Service.

PIPELINE SYSTEM. That portion of Company's gas system that provides pipeline transmission. The Pipeline System is upstream from city gates and feeds into the Distribution System.

POINT OF DELIVERY. The point of connection at which the gas supplied by Company leaves the outlet side of Company's meter and enters Customer's Piping. At Company's option, locations where the gas installation has multiple connections to Company's facilities may be considered one point of delivery for billing purposes.

RATE SCHEDULE. A statement of the method of determining charges for Gas Service, including the conditions under which such method applies.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

SECTION:	**DEFINITIONS**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on or after**	**PAGE:**

RECEIPT NOMINATION. The daily quantity of gas requested by a shipper to be delivered into the Pipeline System by the shipper as specified in the associated Transportation Agreement between the shipper and Atmos Energy Corp., West Texas Division.

REGULATORY AUTHORITY. An incorporated city or town, or an agency of the county, state, or federal government.

RESIDENTIAL CUSTOMER. Unless otherwise specified in the rate schedule, a customer whose service is separately and individually metered in an individual private Dwelling Unit or in an individually metered apartment and who uses natural gas primarily for Residential End Uses and occupies the building.

RESIDENTIAL END USES. Heating, space heating, cooking, water heating, and any other purpose for which gas supplied by Company is used by a Residential Customer.

RESIDENTIAL SALES SERVICE. Gas service provided to any customer whose service is separately and individually metered and who uses natural gas primarily for Residential End Uses and occupies the building.

STATE AGENCY. (A) a department, commission, board, office, or other agency that:
- (i) is in the executive branch of state government;
- (ii) has authority that is not limited to a geographical portion of the state; and
- (iii) was created by the Texas Constitution or a statute of this state;

(B) a university system or institution of higher education as defined by Section 61.003, Education Code, other than a public junior college; or

(C) a river authority created under the Texas Constitution or a statute of this state.

TEMPORARY GAS SERVICE. Gas Service provided to Customer for a single, continuous period of time, which is less than twelve consecutive months, except that Gas Service provided during construction activities, even though provided for a continuous period of time in excess of twelve months, is considered to be Temporary Gas Service.

TRANSPORTATION SERVICE CUSTOMER. Customers who procure their own gas supplies and for whom Company provides delivery service on Company's system.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**RESIDENTIAL GAS SERVICE**	
APPLICABLE TO:	**AMARILLO SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after**	PAGE:

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 16.75
Consumption Charge	$ 0.59685 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR (ALDC) applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**COMMERCIAL GAS SERVICE**	
APPLICABLE TO:	**AMARILLO SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after**	PAGE:

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 45.00
Consumption Charge	$ 0.38395 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR (ALDC) applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**INDUSTRIAL GAS SERVICE**	
APPLICABLE TO:	**AMARILLO SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after**	PAGE:

Availability

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 250 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 250 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 750.00
Consumption Charge	$ 0.25624 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR (ALDC) applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Overpull Fee
Upon notification by Company of an event of interruption or curtailment of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption or curtailment, pay Company 200% of the midpoint price for the WAHA point listed in Platts Gas Daily published for the applicable Gas Day in the table entitled "Final Daily Price Survey".

Replacement Index
In the event the "midpoint" or "common" price for the WAHA point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable overpull fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**INDUSTRIAL GAS SERVICE**	
APPLICABLE TO:	**AMARILLO SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after**	PAGE:

Special Conditions
To receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**AMARILLO SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after**	PAGE:

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System (including the system formerly referred to as the Triangle Distribution System served by the West Texas Division) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

This tariff is not available to customers with a maximum daily demand of 1,000 mmBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand times 365). Load factors will be recalculated once each year to determine appropriate eligibility for the customers taking service under this rate schedule.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	**Amount**
Customer Charge per Meter	$ 750.00
Consumption Charge	$ 0.25624 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

The West Texas Division Rider SUR (ALDC) applies to this schedule.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**AMARILLO SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after**	PAGE:

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the WAHA point listed in Platts Gas Daily published for the applicable Gas Day in the table entitled "Final Daily Price Survey".

Replacement Index
In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
To receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR - SURCHARGES**	
APPLICABLE TO:	**INCORPORATED AREAS OF AMARILLO, LUBBOCK, DALHART, AND CHANNING**	
EFFECTIVE DATE:	**Services Rendered on or after**	

Applicability

This Rider is applicable to customer classes as authorized by Regulatory Authority pursuant to any statute, order, rule, contract, or agreement. This Rider is subject to all applicable laws and orders, and Company's rules and regulations on file with the Regulatory Authority.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

1. Unprotected Excess Deferred Income Tax Amortization

Pursuant to an agreement reached with the Cities of Amarillo, Lubbock, Dalhart, and Channing ("ALDC"), a monthly rate reduction reflecting the allocated ALDC balance of the Unprotected portion of the Excess Deferred Income Taxes ("EDIT") took effect for bills rendered on and after June 1, 2021 and was to remain in effect for approximately 60 months until all approved Unprotected Excess Deferred Income Tax Amortization ("EDIT") amounts are refunded to the applicable customer classes or the next Statement of Intent Filing with the ALDC Cities. This monthly rate reduction shall continue to apply to the Residential, Commercial, Industrial, and Transportation rate schedules of Atmos Energy Corporation's West Texas Division under the Rider SUR for the remainder of the 60-month time period, which will expire on May 30, 2026.

Monthly Calculation

Surcharges will be refunded to each customer class in the Incorporated Areas of Amarillo, Lubbock, Dalhart, and Channing by reducing each customer's monthly bill by the amount shown below by customer Rate Schedule for each month for a 60-month period or until the next Statement of Intent Filing with the ALDC Cities.

Rate Schedule	Monthly Customer Rate Adjustment
Residential Gas Service	$ (1.88)
Commercial Gas Service	$ (5.73)
Industrial Gas Service	$ (98.36)
Transportation Service	$ (98.36)
Public Authority Gas Service	$ (10.55)

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR - SURCHARGES**	
APPLICABLE TO:	**INCORPORATED AREAS OF AMARILLO, LUBBOCK, DALHART, AND CHANNING**	
EFFECTIVE DATE:	**Services Rendered on or after**	

OTHER ADJUSTMENTS

The above rate schedules shall be adjusted for all applicable taxes (including franchise fees for incorporated customers) related to the above.

2. Docket No. OS -24-00018879 – Securitization Interest Expense Recovery

The following surcharge as authorized in Docket No. OS-24-00018879 shall be recovered from the Rate Schedules Residential Gas Service, Commercial Gas Service, and Industrial Gas Service by adding the surcharge rate to each customer's monthly consumption charges as noted in the table below each month for approximately a 12--month period until all approved amounts are collected.

Rate Schedules	Basis	Rate
Residential Gas Service	Ccf	$ 0.01843
Commercial Gas Service	Ccf	$ 0.01843
Industrial Gas Service	Ccf	$ 0.01843

3. Docket No. OS-24-00018879 – FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Residential, Commercial, Industrial, WAT and Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from Docket No. OS-24-00018879, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-3.1 for the prior fiscal year shall be allocated based on the final class allocations of Docket No. OS-24-00018879, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-3.1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR - SURCHARGES**	
APPLICABLE TO:	**INCORPORATED AREAS OF AMARILLO, LUBBOCK, DALHART, AND CHANNING**	
EFFECTIVE DATE:	**Services Rendered on or after**	

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in Docket No. OS-24-00018879 shall be refunded to Rate Schedules Residential Gas Service, Commercial Gas Service, Industrial Gas Service and Transportation Service each customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Residential Gas Service	$ (0.05)
Commercial Gas Service	$ (0.19)
Industrial Gas Service	$ (6.05)
Transportation Service	$ (6.05)

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**WEST TEXAS DIVISION GAS COST ADJUSTMENT (GCA) RIDER**	
APPLICABLE TO:	**ALL SERVICE AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on and after**	**PAGE:**

Application

Gas bills issued under rate schedules to which this Rider applies will include adjustments to reflect decreases or increases in purchased gas costs or taxes, and the amount of gas cost attributable to the Customer Rate Relief Charge. The Customer Rate Relief Charge is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code § 171.1011. Accumulated Deferred Gas Costs shall also be adjusted for gas cost amounts which are uncollectible. Any such adjustments shall be filed with the appropriate Regulatory Authority before the beginning of the month in which the adjustment will be applied to bills. The amount of each adjustment shall be computed as follows:

Gas Cost Adjustment (GCA)

The GCA to be applied to each Ccf billed shall be computed as follows and rounded to the nearest $0.01:

GCA= (G/S + CF + CRR)

Where:
1. “G”, in dollars, is the expected cost of gas for the expected sales billing units.

2. “S”, in Ccf as measured at local atmospheric pressure, is the expected sales billing units to be billed to customers in the respective section of the Company’s West Texas Division.

3. “CF”, in $/Ccf as measured at local atmospheric pressure, is a correction factor charge per Ccf to adjust for the cumulative monthly differences between the cost of gas purchased by the Company and the amount of gas cost billed the customer plus any gas cost which is uncollectible.

More specifically, CF shall be calculated as follows:

CF = (a/b) + (c/b)

a = over (under) collection dollar amount for the 12 month period ending September.

b = expected estimated sales volumes for the future 12 month period ending November.

c = net uncollectible gas cost, that is:

(uncollectible gas cost for the previous 12-month period ending September) – (subsequently collected gas cost for the previous 12-months ending September)

4. Customer Rate Relief Charge (CRR) = A non-by-passable charge as defined in Texas Utilities Code § 104.362(7) and the West Texas Division Customer Rate Relief Rate Schedule.

Once a year, on a 12-month ending June basis, Company shall review the percentage of lost and unaccounted for gas. If this percentage exceeds 5% of the amount metered in, the correcting account balance will be reduced so that the customer will effectively be charged a maximum of 5% for lost and unaccounted for gas and Company will absorb the excess.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**CRR – CUSTOMER RATE RELIEF RATE**	
APPLICABLE TO:	**ALL SERVICE AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**10/1/2024**	**PAGE:**

Applicable to all Sales Customers of Atmos Energy Corporation's West Texas Division for the purpose of collecting and remitting customer rate relief charges as authorized by the Railroad Commission of Texas (Commission) in accordance with Chapter 104, Subchapter I of the Texas Utilities Code and the Commission Financing Order issued in Docket No. OS-21-00007061.

A. ABBREVIATIONS AND DEFINITIONS

1) Authority - The Texas Public Finance Authority, together with any successor to its duties and functions.

2) Bonds or Customer Rate Relief ("CRR") Bonds - The "Texas Natural Gas Securitization Finance Corporation Customer Rate Relief Bonds, Series 2023" and any additional or different designation or title by which each series of Bonds shall be known as determined by the Issuer Entity.

3) Ccf and Mcf - For Ccf, one hundred (100) standard cubic feet of gas, where one (1) standard cubic foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen point sixty-five (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for Mcf, 1,000 standard cubic feet of gas.

4) Central Servicer - The entity engaged in accordance with the terms of the Financing Order to, amongst other things, engage the Participating Gas Utilities as collection agents for the purposes of facilitating collection and remittance of CRR Charges by Participating Gas Utilities, and perform the other services required of it under the Servicing Agreement (as defined in the Financing Order).

5) Commission - The Railroad Commission of Texas, including its staff or delegate.

6) CRR Charge True-Up Adjustment - A True-Up Adjustment (as defined in the Financing Order).

7) CRR Charge True-Up Charge Adjustment Letter - A true-up adjustment letter substantially in the form of Exhibit 3 to the Financing Order.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**CRR – CUSTOMER RATE RELIEF RATE**	
APPLICABLE TO:	**ALL SERVICE AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**10/1/2024**	**PAGE:**

8) CRR Scheduled Adjustment Date – January 1 and July 1 of each applicable year, provided that the CRR Scheduled Adjustment Date and any other deadlines or target dates related thereto, shall be subject to modification prior to the date the Bonds so as to reflect the terms of the Servicing Agreement.

9) Customer Rate Relief ("CRR") Charge - A nonbypassable charge as defined in Tex. Util. Code § 104.362(7).

10) Financing Order - The order adopted under Tex. Util. Code § 104.366 approving the issuance of CRR Bonds and the creation of Customer Rate Relief Property and associated CRR Charges for the recovery of regulatory assets, including extraordinary costs, related financing costs, and other costs authorized by the Financing Order.

11) Gas Utility – Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division and its successors and assignees, an operator of natural gas distribution pipelines that delivers and sells naturals gas to the public and that is subject to the Commission's jurisdiction under Tex. Util. Code § 102.001, or an operator that transmits, transports, delivers, or sells natural gas or synthetic natural gas to operators of natural gas distribution pipelines and whose rates for those services are established by the Commission in a rate proceeding filed under Chapter 104 of the Utilities Code, within the service area.

12) Irrevocable - The Financing Order, together with the Customer Rate Relief Property as defined by Tex. Util. Code § 104.362(8) and the CRR Charges authorized by the Financing Order, are irrevocable and not subject to reduction, impairment, or adjustment by further action of the Commission, except in connection with true-ups authorized by the Financing Order.

13) Issuer Entity - Texas Natural Gas Securitization Finance Corporation, a Texas nonprofit public corporation established by the Authority, or any successor created pursuant to Tex. Gov't Code § 1232.1072.

14) Large Participating Gas Utility - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and any Participating Gas Utility or Successor Utility (as defined in the Financing Order) each of whose Normalized Sales Volumes exceed 2.0% of the total aggregate Normalized Sales Volumes among all Participating Gas Utilities. Any calculation performed in connection with the preceding sentence shall be made on the basis of the most recently reported Normalized Sales Volumes and such calculation shall be performed by the Central Servicer annually no later than one (1) month after Normalized Sales Volumes are reported as

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**CRR – CUSTOMER RATE RELIEF RATE**	
APPLICABLE TO:	**ALL SERVICE AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**10/1/2024**	**PAGE:**

regularly scheduled under Paragraph H hereof; provided that the Commission and/or Central Servicer may perform such calculation without any limitation in order to give effect to any merger, acquisition, disposition, divesture, spin-off or other transaction that would impact a Participating Gas Utility's share of the total aggregate Normalized Sales Volumes. The Commission or the Central Servicer shall promptly thereafter provide written notice to a Participating Gas Utility that subsequently becomes a Large Participating Gas Utility, which change shall take effect beginning on January 1 of the following calendar year.

15) Nonbypassable - CRR Charges must be paid by all existing or future customers receiving service from a Participating Gas Utility or such gas utility's successors or assigns.

16) Normalized Sales Volumes –

a) For Large Participating Gas Utilities: All natural gas volumes projected to be billed for the upcoming twelve (12) month period in conjunction with the operation of a Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated to calculate the CRR Charges.

b) For other Participating Gas Utilities: All natural gas volumes billed in the preceding calendar year in conjunction with the operation of a Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs and normalized according to the methodology utilized in each Participating Gas Utility's application filed in Docket No. OS-21-00007061, *Consolidated Applications For Customer Rate Relief and Related Regulatory Asset Determinations In Connection With The February 2021 Winter Storm*. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated in order to calculate the CRR Charges.

17) Participating Gas Utilities - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; Rockin' M Gas LLC d/b/a Bluebonnet Natural Gas LLC; CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; SiEnergy, LP; Summit Utilities Arkansas, Inc.[1]; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and Universal Natural Gas, LLC d/b/a Universal Natural Gas, Inc. or any Successor Utility (as defined in the Financing Order).

[1] Summit Utilities Arkansas, Inc. is the Successor Utility of CenterPoint Energy Arkla as of January 10, 2022.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**CRR – CUSTOMER RATE RELIEF RATE**	
APPLICABLE TO:	**ALL SERVICE AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**10/1/2024**	**PAGE:**

18) Sales Customer(s) – All active customers taking service under a Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.

B. APPLICABILITY

This rate schedule sets out the rate, terms and conditions under which the CRR Charge shall be billed and collected from all Sales Customers served by Atmos Energy Corporation's West Texas Division under the terms of the Financing Order. Each individual Sales Customer is responsible for paying the CRR Charge billed to it in accordance with the terms of this rate schedule. Payment is to be made by an individual Sales Customer to the Participating Gas Utility of which it is a customer. The Participating Gas Utility is obligated to apply amounts collected from customers to pay any outstanding CRR Charges prior to applying such amounts for any other purpose. The Participating Gas Utility, as collection agent, shall remit collections of the CRR Charges to the Indenture Trustee in accordance with the terms of the Financing Order and any servicing or other similar agreement that is contemplated by the Financing Order.

C. TERM

This rate schedule shall remain in effect until the CRR Charges have been collected and remitted to the Indenture Trustee in an amount sufficient to satisfy all obligations in regard to paying principal and interest on the CRR Bonds together with all other financing costs, bond administrative expenses and other costs as provided in the Financing Order. This rate schedule and the CRR Charge are irrevocable and nonbypassable.

D. SALES CUSTOMERS

For the purposes of billing the CRR Charges, all Atmos Energy Corporation, West Texas Division Sales Customers shall be assessed the uniform volumetric charge identified below.

E. CRR CHARGE

The CRR Charge will be a monthly volumetric rate of $ 0.1180/Ccf. The CRR Charge is calculated in accordance with and subject to the provisions set forth in the Financing Order and will be adjusted at least annually based upon the CRR Charge true- up adjustment procedure. The CRR Charge shall be included in all Participating Gas Utilities' Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. Participating Gas Utilities may reflect the CRR Charge according to the delivery pressures defined in Participating Gas Utilities' applicable tariffs. Such delivery pressure specific charges shall be equivalent to the CRR Charge as determined below at 14.65 per square inch, as defined above.

F. DETERMINATION OF CUSTOMER RATE RELIEF CHARGE

The CRR Charge will be adjusted no less frequently than annually, in accordance with the

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**CRR – CUSTOMER RATE RELIEF RATE**	
APPLICABLE TO:	**ALL SERVICE AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**10/1/2024**	**PAGE:**

terms of the Servicing Agreement (as defined in the Financing Order), to ensure that the expected collection of CRR Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the CRR Bonds and together with all other financing costs, bond administrative expenses and other costs, as provided in the Financing Order, on a timely basis. The CRR Charge shall be computed according to the formula described below.

Step 1: Determination of Normalized Sales Volumes
(A) Total Large Participating Gas Utility Normalized Sales Volumes (Mcf)
(B) Assumed % of uncollectible sales
(C) Total Normalized Sales Volumes Billed and Collected: ***(A * (1 – B))***

For the avoidance of doubt, Normalized Sales Volumes are assumed to be calculated without giving effect to volumes anticipated from Participating Gas Utilities making up less than two percent (2.0%) of the total Normalized Sales Volumes of all Participating Gas Utilities.

Step 2: Determination of CRR Charge
(D) Total CRR Charge Rate Revenue Requirement for Applicable Period
(E) CRR Charge per Normalized Sales Volumes (Mcf): ***(D / C)***
Thereof: CRR Charge for Sales Customers

G. CRR CHARGE TRUE-UP

Changes to the CRR Charge will be effected through the filing of CRR Charge True-Up Adjustment Letters by the Central Servicer to the Commission as authorized by the Financing Order and in accordance with the Servicing Agreement. Not less than fifteen (15) days prior to each CRR Scheduled Adjustment Date and more frequently as required by the Central Servicer, the Central Servicer will submit the CRR Charge True-Up Adjustment Letter in the form of Exhibit 3 to the Financing Order to ensure that CRR Charge collections are sufficient to make all scheduled payments of CRR Bond principal and interest and meet other Ongoing Financing Costs (as defined in the Financing Order) on a timely basis during the payment period.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**CRR – CUSTOMER RATE RELIEF RATE**	
APPLICABLE TO:	**ALL SERVICE AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**10/1/2024**	**PAGE:**

In addition to the foregoing, the Central Servicer shall be authorized to file CRR Charge True-Up Adjustment Letters with the Commission that adjust the CRR Charge more frequently (but not more often than quarterly) as required under the provisions of the Servicing Agreement (as defined in the Financing Order).

H. CRR CHARGE TRUE-UP PROCEDURE

Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division shall annually file with the Commission and the Central Servicer by June 1 of each year its Normalized Sales Volumes; each Large Participating Gas Utility shall include projected volumes for each of the future twelve (12) months beginning July 1, and each other Participating Gas Utility shall include its Normalized Sales Volumes for the prior calendar year. Such filing and/or reporting may be more frequent to the extent required under the Servicing Agreement and applicable Collection and Reporting Arrangements. If Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division is a Large Participating Gas Utility, the Participating Gas Utility shall, upon the request of the Central Servicer, provide the Commission and the Central Servicer updated Normalized Sales Volumes for the succeeding twelve (12) month period no later than the fifteenth (15th) day following such request to allow the Central Servicer to make Interim True-Up Adjustments. Each Participating Gas Utility shall have the right to provide the foregoing information to the Central Servicer on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). The Central Servicer shall submit to the Commission and the Participating Gas Utilities, not less than fifteen (15) days prior to the CRR Scheduled Adjustment Date, a CRR Charge True-Up Adjustment Letter applying the CRR Charge True-Up Adjustment based on Normalized Sales Volumes and other mathematical factors and requesting administrative approval from the Commission as provided for in the Servicing Agreement. The Commission's review and approval of the True-Up Adjustment Letter shall be as set forth in the Servicing Agreement (it being understood such review is limited to determining if any mathematical or clerical errors are present in the application of the CRR Charge True-Up Adjustment relating to the appropriate amount of any over- collection or under-collection of CRR Charges and the amount of an adjustment).

If any CRR Charge True-Up Adjustment that is an Interim True-Up Adjustment is necessary, (i) the Central Servicer may request and the Large Participating Gas Utilities shall provide revised Normalized Sales Volumes for each of the immediately succeeding twelve (12) months and related data and (ii) within fifteen (15) days of receipt of such data, the Central Servicer shall file a revision to the CRR Rate Schedule in a True-Up Charge Adjustment Letter setting forth the adjusted CRR Charge to be effective for the upcoming period, in accordance with the Servicing Agreement. Atmos Energy Corporation on behalf of its Mid-

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**CRR – CUSTOMER RATE RELIEF RATE**	
APPLICABLE TO:	**ALL SERVICE AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**10/1/2024**	**PAGE:**

Tex Division and West Texas Division shall have the right to provide such information on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). A CRR Charge resulting from a true-up adjustment will become effective on the first (1st) billing cycle that is not less than fifteen (15) days following the making of the CRR Charge True-Up Adjustment filing.

I. TAXABILITY

The receipt of CRR Charges by a Participating Gas Utility is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code § 171.1011.

ATMOS ENERGY CORPORATION

WEST TEXAS DISTRIBUTION SYSTEM

RATE SCHEDULE:	**WEST TEXAS DIVISION WEATHER NORMALIZATION ADJUSTMENT (WNA) RIDER**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on and after TBD**	**PAGE:**

Provisions for Adjustment

The base rate per Ccf (100,000 Btu) for gas service set forth in any Rate Schedules utilized in all cities in the West Texas Division or their environs for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential, commercial, bills based on meters read during the revenue months of October through May.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

WNAF $_i$	$R_i = \frac{(HSF_i \times (NDD - ADD))}{(BL_i + (HSF_i \times ADD))}$
Where	
i	= any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
WNAF $_i$	= Weather Normalization Adjustment Factor for the ith rate schedule or classification expressed in cents per Ccf
R $_i$	= base rate of temperature sensitive sales for the ith schedule or classification utilized
HSF $_i$	= heat sensitive factor for the ith schedule or classification divided by the average bill count in that class
NDD $_i$	= billing cycle normal heating degree days
ADD $_i$	= billing cycle actual heating degree days
BL $_i$	= base load sales for the ith schedule or Classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in i^{th} rate schedule is computed as:

WNA $_i$	WNAF $_i$ x qii Where qii is the relevant sales quantity for the jth Customer in i^{th} rate schedule

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**FF – FRANCHISE FEE ADJUSTMENT**	
APPLICABLE TO:	**ALL INCORPORATED AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on and after 10/01/2012**	**PAGE:**

Application

Applicable to Customers inside the corporate limits of an incorporated municipality that imposes a municipal franchise fee upon Company for the Gas Service provided to Customer. Franchise Fees to be assessed solely to customers within the municipal limits. This does not apply to Environs customers.

Monthly Adjustment

Company will adjust Customer's bill each month in an amount equal to the municipal franchise fees payable for the Gas Service provided to Customer by Company. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees.

From time to time, Company will make further adjustments to Customer's bill to account for any over- or under-recovery of municipal franchise fees by Company.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on or after**	

Application

Applicable to customer classes as authorized by Regulatory Authorities pursuant to any statute, ordinance, order, rule, contract, or agreement.

1. **State Gross Receipts Taxes**

Applicability – All Areas in the West Texas Division ("WTX")

Applicable to Residential, Commercial, Industrial, and WAT customers to the extent of state gross receipts taxes only.

Each monthly bill shall be adjusted for state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

2. **Federal or State Tax Law or Rate Changes:**

Applicability – All Areas in the West Texas Division ("WTX")

Applicable to Customers taking service under Residential, Commercial, Industrial, WAT and Transportation.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, WTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the Commission issues a Final Order, an Accounting Order, or other express guidance authorizing such recovery.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 ("Tax Act 2022") and certain other tax-related costs that will change from the amounts included in the base revenue requirement in Docket No. OS-24-00018879 unless and until the Commission issues a Final Order, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the Commission through an Accounting Order, Final Order or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on or after**	

prescribed by an Accounting Order, Final Order, or other express guidance, and those contained in this rate schedule, the Accounting Order, Final Order, or other express guidance controls:

Calculations

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:

    a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
    b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
    c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

    d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in Docket No. OS-24-00018879, any change in rates shall be calculated as follows:

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on or after**	

(a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in Company's most recent base rate case proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.

(b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent base rate case proceeding.

(c) The methodology for computing Company's CAMT is as follows:

i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be WTX's CAMT DTA in the tariff.

ii. Calculate the West Texas Division's (WTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. WTX's AFSI is calculated by adjusting WTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.

iii. Compare WTX's CAMT stand-alone amount with WTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to WTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the West Texas Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in Docket No. OS-24-00018879, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on or after**	

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**PIPELINE SAFETY FEE**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on or after**	**PAGE:**

Title 16 Economic Regulation
Part 1 Railroad Commission Of Texas
Chapter 8 Pipeline Safety Regulations
Subchapter C Requirements For Natural Gas Pipelines Only

Rule §8.201 Pipeline Safety Program Fees

a) Application of fees. Pursuant to Texas Utilities Code, §121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year.

(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of $1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.

(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the $1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.

(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.

(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:

(A) shall be a flat rate, one-time surcharge;
(B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission;
(C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission;
(D) shall not exceed $1.00 per service or service line; and
(E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, §101.003.

(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission's Gas Services Division and the Pipeline Safety Division a report showing:

(A) the pipeline safety and regulatory program fee amount paid to the Commission;
(B) the unit rate and total amount of the surcharge billed to each customer;
(C) the date or dates on which the surcharge was billed to customers; and
(D) the total amount collected from customers from the surcharge.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**PIPELINE SAFETY FEE**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on or after**	**PAGE:**

(5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of §7.315 of this title, relating to Filing of Tariffs.

(6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.

(c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of $100 per master meter system.

(1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of $100 per master meter system no later than June 30 of each year.

(2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on June 30 each year.

(3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the Commission under paragraph (1) of this subsection.

(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Commission's Gas Services Division and the Pipeline Safety Division a report showing:

(A)the pipeline safety and regulatory program fee amount paid to the Commission;
(B)the unit rate and total amount of the surcharge billed to each customer;
(C) the date or dates on which the surcharge was billed to customers; and
(D) the total amount collected from customers from the surcharge.

(d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and shall notify the operator of the total amount due to the Commission.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**PIPELINE SAFETY FEE**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on or after**	**PAGE:**

Source Note: The provisions of this §8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663 ; amended to be effective November 11, 2013, 38 TexReg 7947

WEST TEXAS DIVISION
ATMOST ENERGY CORPORATION

RATE SCHEDULE:	**QUALITY OF SERVICE**	
APPLICABLE TO:	**WEST TEXAS SERVICE AREA**	
EFFECTIVE DATE:	**Bills Rendered on or after**	Page **1** of **18**

For Gas Service to residential, commercial, and industrial sales customers, the following minimum service standards shall be applicable in the unincorporated areas served by Company. For the purposes of this rate schedule, Company may be referred to as the "utility". In addition, these minimum service standards shall also be applicable to residential, commercial, and industrial customers within incorporated areas served by the utility, but only to the extent that the minimum service standards do not conflict with, supersede, or replace a provision of quality of service standards lawfully established currently or in the future within a particular municipality for a gas distribution utility. The utility shall file service rules incorporating said minimum service standards with the Railroad Commission and with the applicable municipalities in the manner prescribed by law.

1. Continuity of Service

(A) Service Interruptions

i. The utility shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, the utility shall reestablish service within the shortest possible time consistent with prudent operating principles so that the smallest number of customers are affected.

ii. The utility shall make reasonable provisions to meet emergencies resulting from failure of service and shall issue instructions to its employees covering procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of service.

iii. In the event of national emergency or local disaster resulting in disruption of normal service, the utility may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

iv. Curtailment of gas service will be done in accordance with Texas Administrative Code Title 16, Part 1, Chapter 7, Subchapter D, Rule §7.455 Curtailment Standards. When notified by the utility, the customer will curtail gas service. In the event of any curtailment, utility personnel may physically turn off or restrict gas deliveries and only utility personnel will thereafter be permitted to restore gas service. Customer assumes any and all risk and will indemnify the utility against all damages, losses and expenses resulting from a curtailment of gas service under the utility's authorized curtailment program, except to the extent such damages, losses, and/or expenses result from the gross negligence of the utility.

(B) Record of interruption. Except for momentary interruptions which do not cause a major disruption of service, the utility shall keep a complete record of all interruptions, both emergency and scheduled. This record will show the cause of interruptions, date, time duration, location, approximate number of customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent reoccurrence.

(C) Report to the Commission. The Commission shall be notified in writing within 48 hours of interruptions in service affecting the entire system or any major division thereof, lasting more than four hours. The notice shall also state the cause of such interruptions. If any service interruption is otherwise reported to the Commission (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

2. Customer Relations

(A) Information to Customers. The utility shall:

i. maintain a current set of maps showing the physical locations of its facilities. All distribution facilities will be labeled to indicate the size or any pertinent information which will accurately describe the utility's facilities. These maps, or such other maps as may be required by the regulatory authority, shall be kept by the utility in a central location and will be available for inspection by the regulatory authority during normal working hours. Each business office or service center shall have available up-to-date maps, plans, or records of its immediate area, with such other information as may be necessary to enable the utility to advise applicants and others entitled to the information as to the facilities available for serving the locality;

ii. assist Customer or Applicant in selecting the most economical rate schedule;

iii. in compliance with applicable law or regulations, notify Customers affected by a change in rates or schedule or classification;

iv. post a notice in a conspicuous place in each business office of the utility where applications for service are received, and on the utility's website for areas in which there is no such business office, informing the public that copies of the rate schedules and rules relating to the service of the utility as filed with the Commission are available for inspection;

v. upon request, inform Customers as to the method of reading meters;

vi. provide to new Customers, at the time service is initiated or as an insert in the first billing, a pamphlet or information packet containing the following information. This information shall be provided in English and Spanish as necessary to adequately inform Customers; provided, however, the regulatory authority upon application and a showing of good cause may exempt the utility from the requirement that the information be provided in Spanish:

1. Customer's right to information concerning rates and services and Customer's right to inspect or obtain at reproduction cost a copy of the applicable tariffs and service rules;

2. Customer's right to have his or her meter checked without charge under paragraph (7) of this section, if applicable;

3. the time allowed to pay outstanding bills;

4. grounds for termination of service;

5. the steps the utility must take before terminating service;

6. how Customer can resolve billing disputes with the utility and how disputes and health emergencies may affect termination of service;

2. Customer Relations (continued)

7. information on alternative payment plans offered by the utility;

8. the steps necessary to have service reconnected after involuntary termination;

9. the appropriate regulatory authority with whom to register a complaint and how to contact such authority;

10. the hours, addresses, and telephone numbers of utility offices where bills may be paid, and information may be obtained and a toll-free number and website where such information may be obtained for areas in which there are no such utility offices; and

11. Customer's right to be instructed by the utility how to read his or her meter.

vii. at least once each calendar year, notify Customers that information is available upon request, at no charge to the customer, concerning the items listed in clause (vi)(1)-(11) of this subsection. This notice may be accomplished by use of a billing insert or a printed statement upon the bill itself.

(B) Customer complaints. Upon complaint to the utility by residential, commercial, or industrial sales customers either at its office, by letter, or by telephone, the utility shall promptly make a suitable investigation and advise the complainant of the results thereof. The utility shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof for a period of one year subsequent to the final disposition of the complaint.

(C) Utility response. Upon receipt of a complaint, either by letter or by telephone, from the regulatory authority on behalf of a Customer, the utility shall make a suitable investigation and advise the regulatory authority and complainant of the results thereof. An initial response will be made by the next working day. The utility must make a final and complete response within 15 days from the date of receipt by Company of the complaint, unless additional time is granted within the 15-day period. The Commission encourages all Customer complaints to be made in writing to assist the regulatory authority in maintaining records of the quality of service of each utility; however, telephone communications will be acceptable.

(D) Deferred payment plan. The utility is encouraged to offer a deferred payment plan for delinquent residential accounts. If such a plan is offered, it will conform to the following guidelines:

i. Every deferred payment plan entered into due to the Customer's inability to pay the outstanding bill in full must provide that service will not be discontinued if the Customer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid.

2. Customer Relations (continued)

ii. For purposes of determining reasonableness under these rules, the following shall be considered: size of delinquent account; Customer's ability to pay; Customer's payment history; time that the debt has been outstanding; reasons why debt has been outstanding; and other relevant factors concerning the circumstances of the Customer.

iii. A deferred payment plan, if reduced to writing, offered by the utility shall state, immediately preceding the space provided for the Customer's signature and in bold-face print at least two sizes larger than any other used, that: "If you are not satisfied with this agreement, do not sign. If you are satisfied with this agreement, you give up your right to dispute the amount due under the agreement except for the utility's failure or refusal to comply with the terms of this agreement."

iv. A deferred payment plan may include a one-time 5.0% penalty for late payment on the original amount of the outstanding bill with no prompt payment discount allowed except in cases where the outstanding bill is unusually high as a result of the utility's error (such as an inaccurately estimated bill or an incorrectly read meter). A deferred payment plan will not include a finance charge.

v. If a Customer for utility service has not fulfilled terms of a deferred payment agreement or refuses to sign the same if it is reduced to writing, the utility shall have the right to disconnect pursuant to disconnection rules herein, and under such circumstances, it shall not be required to offer a subsequent negotiation of a deferred payment agreement prior to disconnection.

vi. Any utility which institutes a deferred payment plan shall not refuse a Customer participation in such a program on the basis of race, color, creed, sex, marital status, age, or any other form of discrimination prohibited by law.

(E) Delayed payment of bills by elderly persons.

i. Applicability. This subparagraph applies only to:

1. a utility that assesses late payment charges to residential customers and that suspends service before the 26th day after the date of the bill for which collection action is taken;

2. utility bills issued on or after August 30, 1993; and

3. an elderly person, as defined in clause (ii) of this subparagraph, who is a residential customer and who occupies the entire premises for which a delay is requested.

ii. Definitions.

1. Elderly person – A person who is 60 years of age or older

2. Utility – A gas utility or municipally owned utility as defined in Texas Utilities Code, Sections 101.003(7), 101.003(8), and 121.001 – 121.006.

iii. An elderly person may request that the utility implement the delay for either the most recent utility bill or for the most recent utility bill and each subsequent utility bill.

iv. On request of an elderly person, a utility shall delay without penalty the payment date of a bill for providing utility services to that person until the 25th day after the date on which the bill is issued.

v. The utility may require the requesting person to present reasonable proof that the person is 60 years of age or older.

vi. Every utility shall notify its customers of this delayed payment option no less often than yearly. A utility may include this notice with other information provided pursuant to subparagraph (A) of this paragraph.

(F) Budget Billing - The utility offers an optional budget billing plan to moderate seasonal differences in customer bills. The details of the plan are published on the utility's website.

3. Refusal of Service

(A) Compliance by Applicant. Any utility may decline to serve an Applicant for whom service is available from previously installed facilities until such Applicant has complied with state and municipal regulations and approved rules and regulations of the utility on file with the Commission governing the service applied for or for any of the following reasons:

i. Applicant's facilities inadequate. If the Applicant's installation or equipment is known to be, is found to be, or exists in a state that indicates it may be hazardous, unsafe, or of such character that satisfactory service cannot be given.

ii. For indebtedness. If the Applicant is indebted to any utility for the same kind of service as that applied for; provided, however, that in the event the indebtedness of the Applicant for service is in dispute, the Applicant shall be served upon complying with the applicable deposit requirement.

iii. Refusal to make deposit. For refusal to make a deposit if Applicant is required to make a deposit under these rules.

iv. Violation of utility's rules. Any violation of utility's rules, including any use of natural gas in violation of such.

v. Access Refused. If Company's representatives are refused access to Applicant's premises for any lawful purpose.

vi. Misuse of Company property. In the event any of Company's property on the premises is tampered with, damaged, or destroyed.

Refusal of service shall be in addition to, and not in lieu of, any other rights, remedies, or limitation of liability available to the utility.

(B) Applicant's recourse. In the event that the utility shall refuse to serve an Applicant under the provisions of these rules, the utility must inform the Applicant of the basis of its refusal and that the applicant may file a complaint with the municipal regulatory authority or commission, whichever is appropriate.

(C) Insufficient grounds for refusal to serve. The following do not constitute sufficient cause for refusal of service to a present Customer or Applicant:

i. Delinquency in payment for service by a previous occupant of the premises to be served.

ii. Failure to pay for merchandise or charges for non-utility service purchased from the utility.

iii. Failure to pay a bill to correct previous under billing due to misapplication of rates more than six months prior to the date of application;

iv. Violation of Atmos Energy, West Texas Division' rules pertaining to operating of nonstandard equipment or unauthorized attachments which interfere with the service of others unless the customer has first been notified and been afforded reasonable opportunity to comply with these rules. [Please see 4(D)(ii) below]

v. Failure to pay a bill of another customer as guarantor thereof unless the guaranty was made in writing to the utility as a condition precedent to service; and

vi. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

4. Discontinuance of Service

(A) The due date of the bill for utility service will not be less than 15 days after issuance, or such other period of time as may be provided by order of the regulatory authority. A bill for utility service is delinquent if unpaid by the due date.

(B) A utility may offer an inducement for prompt payment of bills to residential and commercial customers by allowing a discount in the amount of 5.0% for payment of bills within 10 days after their issuance. This provision shall not apply where it conflicts with existing orders or ordinances of the appropriate regulatory authority.

(C) A Customer's utility service may be disconnected if the bill has not been paid or a deferred payment plan pursuant to paragraph (2)(D) above has not been entered into within five (5) working days after the bill has become delinquent and proper notice has been given. Proper notice consists of a deposit in the United States mail, postage prepaid, or hand delivery to the customer at least five (5) working days prior to the stated date of disconnection, with the words "Termination Notice" or similar language prominently displayed on the notice. The notice will be provided in English and Spanish as necessary to adequately inform the Customer, and shall include the date of termination, the hours, address, and telephone number where payment may be made, and a statement that if a health or other emergency exists, the utility may be contacted concerning the nature of the emergency and the relief available, if any, to meet such emergency.

4. Discontinuance of Service (continued)

(D) Utility service may be disconnected for any of the following reasons:

i. Failure to pay a delinquent account or failure to comply with the terms of a deferred payment plan for installment payment of a delinquent account.

ii. Violation of the utility's rules pertaining to the use of service in any manner, including but not limited to conduct that interferes with the service provided to the Customer, or the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the Customer and the Customer is provided a reasonable opportunity to remedy the situation.

iii. Failure to comply with the deposit or guarantee arrangements where required by paragraph (5) of this subsection.

iv. Without notice where a known dangerous condition exists, for as long as the condition exists.

v. Tampering with, damaging, or destroying Company's property on the premises, including Company's meter or equipment or bypassing the same.

vi. Use of gas in violation of Company's rules or terms of service, or any applicable law, ordinance, or regulations;

vii. Company representatives are refused access to Customer's premises or property for any lawful purpose including, but not limited to, the inspection, maintenance, monitoring, or repair of Company's facilities;

viii. The premises are vacated;

ix. Fraudulent conduct or misrepresentation in relation to the consumption of gas account information, or any other fraud practiced by Customer or anyone acting on behalf of Customer regarding the gas service provided by Company;

x. Actions or conduct by Customer or anyone acting on behalf of Customer that, in the sole discretion of Company, create a needless or unreasonable safety condition for Customer or others, including, but not limited to, Company's employees or representatives (including contractors), and/or Company's system.

(E) Discontinuance of service shall be in addition to, and not in lieu of, any other rights, liability limitations, or remedies available to the utility. Utility service may not be disconnected for any of the following reasons:

i. Delinquency in payment for service by a previous occupant of the premises.

ii. Failure to pay for merchandise or charges for non-utility service by the utility.

iii. Failure to pay for a different type or class of utility service unless fee for such service is included on same bill.

iv. Failure to pay the account of another customer as guarantor thereof, unless the utility has in writing the guarantee as a condition precedent to service.

v. Failure to pay charges arising from an under billing occurring due to any misapplication of rates more than six months prior to the current billings.

vi. Failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due.

vii. Failure to pay an estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the utility was unable to read the meter due to circumstances beyond its control.

(F) Unless a dangerous condition exists, or unless the Customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the utility are not available to the public for the purpose of making collections and reconnecting service.

(G) No utility may abandon a residential or commercial customer without written approval from the regulatory authority. Company will comply with Commission Rule 7.465.

(H) No utility may discontinue service to a delinquent residential customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill if the service is discontinued. Any Customer seeking to avoid termination of service under this section must make a written request supported by a written statement from a licensed physician. Both the request and the statement must be received by the utility not more than five (5) working days after the date of delinquency of the bill. The prohibition against service termination provided by this section will last twenty (20) days from the date of receipt by the utility of the request and statement or such lesser period as may be agreed upon by the utility and the Customer. The Customer who makes such request shall sign an installment

agreement which provides for payment of such service along with timely payments for subsequent monthly billings.

(I) Suspension of Gas Utility Service Disconnection during an Extreme Weather Emergency

i. Applicability and scope. This rule applies to gas utilities, as defined in Texas Utilities Code, §101.003(7) and §121.001, and to owners, operators, and managers of mobile home parks or apartment houses who purchase natural gas through a master meter for delivery to a dwelling unit in a mobile home park or apartment house, pursuant to Texas Utilities Code, §§124.001-124.002, within the jurisdiction of the Railroad Commission pursuant to Texas Utilities Code, §102.001. For purposes of this section, all such gas utilities and owners, operators and managers of master meter systems shall be referred to as "providers." Providers shall comply with the following service standards. A gas distribution utility shall file amended service rules incorporating these standards with the Railroad Commission in the manner prescribed by law.

ii. Disconnection prohibited. Except where there is a known dangerous condition or a use of natural gas service in a manner that is dangerous or unreasonably interferes with service to others, a provider shall not disconnect natural gas service to:

4. Discontinuance of Service (continued)

1. a delinquent residential customer during an extreme weather emergency. An extreme weather emergency means a day when the previous day's highest temperature did not exceed 32 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Station for the county where the customer takes service.

2. a delinquent residential customer for a billing period in which the provider receives a written pledge, letter of intent, purchase order, or other written notification from an energy assistance provider that it is forwarding sufficient payment to continue service; or

3. a delinquent residential customer on a weekend day, unless personnel or agents of the provider are available for the purpose of receiving payment or making collections and reconnecting service.

iii. Payment plans. Providers shall defer collection of the full payment of bills that are due during an extreme weather emergency until after the emergency is over and shall work with customers to establish a payment schedule for deferred bills as set forth in paragraph (2)(D) of §7.45 of this title, relating to Quality of Service.

iv. Notice. Beginning in the September or October billing periods utilities and owners, operators, or managers of master metered systems shall give notice as follows:

1. Each utility shall provide a copy of this rule to the social services agencies that distribute funds from the Low Income Home Energy Assistance Program within the utility's service area.

2. Each utility shall provide a copy of this rule to any other social service agency of which the provider is aware that provides financial assistance to low income customers in the utility's service area.

3. Each utility shall provide a copy of this rule to all residential customers of the utility and customers who are owners, operators, or managers of master metered systems.

4. Owners, operators, or managers of master metered systems shall provide a copy of this rule to all of their customers.

(J) In addition to the minimum standards specified in this section, providers may adopt additional or alternative requirements if the provider files a tariff with the Commission pursuant to §7.315 of this title (relating to Filing of Tariffs). The Commission shall review the tariff to ensure that at least the minimum standards of this section are met.

5. Applicant Deposit

(A) Establishment of credit for residential applicants. The utility may require a residential applicant for service to satisfactorily establish credit but such establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills. Subject to these rules, a residential applicant shall not be required to pay a deposit:

i. if the residential applicant has been a customer of any utility for the same kind of service within the last two years and is not delinquent in payment of any such utility service account and during the last 12 consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment.

ii. if the residential applicant furnishes in writing a satisfactory guarantee to secure payment of bills for other service required; or

iii. if the residential applicant furnishes in writing a satisfactory credit rating by appropriate means, including but not limited to the production of valid, generally acceptable credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the utility, or ownership of substantial equity.

(B) Reestablishment of credit. Every applicant who has previously been a customer of the utility and whose service has been discontinued for nonpayment of bills shall be required before service is rendered to pay a connect charge plus all his or her amounts due to the utility or execute a written deferred payment agreement, if offered, and reestablish credit as provided in subparagraph (A) of this paragraph.

(C) Amount of deposit and interest for residential service, and exemption from deposit.

i. The utility shall waive any deposit requirement for residential service for an applicant who has been determined to be a victim of family violence as defined in Texas Family Code, Section 71.004, by a family violence center, by treating medical personnel, by law enforcement agency personnel, or by a designee of the Attorney General in the Crime Victim Services Division of the Office of the Attorney General. This determination shall be evidenced by the applicant's submission of a certification letter developed by the Texas Council on Family Violence and made available on its website.

ii. The required deposit will not exceed an amount equivalent to one-sixth of the estimated annual billings. If actual use is at least twice the amount of the estimated billings, a new deposit requirement may be calculated and an additional deposit may be required within two days. If such additional deposit is not made, the utility may disconnect service under the standard disconnection procedure for failure to comply with deposit requirements. In the absence of billing history, the default deposit amount is $90.00.

5. Applicant Deposit (continued)

iii. All applicants for residential service who are 65 years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the utility or another utility for the same utility service which accrued within the last two years. No cash deposit shall be required of such applicant under these conditions.

iv. Each utility which requires deposits to be made by its customers shall pay a minimum interest on such deposits according to the rate as established by law. If refund of deposit is made within 30 days of receipt of deposit, no interest payment is required. If the utility retains the deposit more than 30 days, payment of interest shall be made retroactive to the date of deposit.

1. Payment of interest to the customer will be annually or at the time the deposit is returned or credited to the customer's account.

2. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.

(D) Deposits for temporary or seasonal service and for weekend or seasonal residences. The utility may require a deposit from commercial or industrial customer sufficient to reasonably protect it against the assumed risk, provided such a policy is applied in a uniform and nondiscriminatory manner.

(E) Records of deposits.

i. The utility shall keep records to show:

1. the name and address of each depositor;

2. the amount and date of the deposit; and

3. each transaction concerning the deposit.

ii. The Utility shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.

iii. A record of each unclaimed deposit will be maintained for at least four years, during which time the utility will make a reasonable effort to return the deposit.

(F) Refund of deposit.

i. If service is not connected or after disconnection of service, the utility shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. The transfer of service from one premise to another within the service area of the utility shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless permitted by these rules.

5. Applicant Deposit (continued)

ii. When the customer has paid bills for service for 12 consecutive residential bills without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent and when the customer is not delinquent in the payment of the current bills, the utility shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's account.

(G) Upon sale or transfer of utility or company. Upon the sale or transfer of any public utility or operating units thereof, the seller shall file with the Commission under oath, in addition to other information, a list showing the names and addresses of all customers served by such utility or unit who have to their credit a deposit, the date such deposit was made, the amount thereof, and the unpaid interest thereon.

(H) Complaint by applicant or customer. The utility shall direct its personnel engaged in initial contact with an applicant or customer for service seeking to establish or reestablish credit under the provisions of these rules to inform the customer, if dissatisfaction is expressed with the utility's decision, of the customer's right to file a complaint with the regulatory authority.

6. Billing

(A) Bills for gas service will be rendered monthly, unless otherwise authorized or unless service is rendered for a period less than a month. Bills will be rendered as promptly as possible following the reading of meters.

(B) The customer's bill must show all the following information. The information must be arranged and displayed in such a manner as to allow the customer to compute his or her bill with the applicable rate schedule. The applicable rate schedule must be mailed to the customer on request of the customer.

i. If the meter is read by the utility, the date and reading of the meter at the beginning and end of the period for which rendered.

ii. The number and kind of units billed.

iii. The applicable rate schedule title or code.

iv. The total base bill.

v. The total of any adjustments to the base bill and the amount of adjustments per billing unit.

vi. The date by which the customer must pay the bill to get prompt payment discount, if applicable.

vii. The total amount due before and after any discount for prompt payment, if applicable, within a designated period.

viii. A distinct marking to identify an estimated bill.

WEST TEXAS DIVISION
ATMOST ENERGY CORPORATION

RATE SCHEDULE:	**QUALITY OF SERVICE**	
APPLICABLE TO:	**WEST TEXAS SERVICE AREA**	
EFFECTIVE DATE:	**Bills Rendered on or after**	Page **13** of **18**

6. Billing (continued)

(C) Where there is a good reason for doing so, estimated bills may be submitted, provided that an actual meter reading is taken at least every six months. For the second consecutive month in which the meter reader is unable to gain access to the premises to read the meter on regular meter reading trips, or in months where meters are not read otherwise, the utility must provide the customers with a postcard, or allow the submission of a digital photo, and request that the customer read the meter and return the card or digital photo to the utility if the meter is of a type that can be read by the customer without significant inconvenience or special tools or equipment. If such a postcard or digital photo is not received by the utility in time for billing, the utility may estimate the meter reading and render the bill accordingly.

(D) Disputed bills.

i. In the event of a dispute between the customer and the utility regarding the bill, the utility must forthwith make such investigation as is required by the particular case and report the results thereof to the customer. If the customer wishes to obtain the benefits of clause (ii) of this subparagraph, notification of the dispute must be given to the utility prior to the date the bill becomes delinquent. In the event the dispute is not resolved, the utility will inform the customer of the complaint procedures of the appropriate regulatory authority.

ii. Notwithstanding any other subsection of this section, the customer shall not be required to pay the disputed portion of the bill which exceeds the amount of that customer's average usage for the billing period at current rates until the earlier of the following: resolution of the dispute or the expiration of the 60-day period beginning on the day the disputed bill is issued. For purposes of this section only, the customer's average usage for the billing period shall be the average of the customer's usage for the same billing period during the preceding two years. Where no previous usage history exists, the average usage shall be estimated on the basis of usage levels of similar customers and under similar conditions.

WEST TEXAS DIVISION
ATMOST ENERGY CORPORATION

RATE SCHEDULE:	**QUALITY OF SERVICE**	
APPLICABLE TO:	**WEST TEXAS SERVICE AREA**	
EFFECTIVE DATE:	**Bills Rendered on or after**	Page **14** of **18**

7. Meters and Facilities

(A) Meter requirements.

i. Use of meter. All gas sold by a utility must be charged for by meter measurements, except where otherwise provided for by applicable law, regulation of the regulatory authority, or tariff.

ii. Installation by utility. Unless otherwise authorized by the regulatory authority, the utility must provide and install and continue to own and maintain all meters necessary for measurement of gas delivered to its residential and commercial customers. Company has the right to install any meter or meters it deems in its sole discretion to be necessary or prudent, including without limitation, a digital, automated meter reading, automated metering infrastructure, or advanced metering systems meter or meters.

iii. Standard type. No utility may furnish, set up, or put in use any meter which is not reliable and of a standard type which meets generally accepted industry standards; provided, however, special meters not necessarily conforming to such standard types may be used for investigation, testing, or experimental purposes.

iv. Access to premises and access to Company-owned meters, service lines, equipment, and all necessary property rights to install, operate, monitor, and maintain such equipment which may be necessary or convenient for the installation and/or provision of Gas Service by Company to Customer Atmos Energy, West Texas Division' and any authorized Company representatives shall have the right at all reasonable hours to enter upon the premises and property of a Customer or any adjacent property owned by Customer to read a Company owned meter, to remove, to inspect, or to make necessary repairs and adjustments to, replacements of, or additions to service lines, meter loop, and any current or future property, equipment, facilities, or systems of Company located thereon, and for any other purpose connected with the Company's operation and supply of natural gas. The Atmos Energy, West Texas Division representative shall have the right at all times to enter upon the premises and property of Customer in emergencies pertaining to Company's service, operation, or any other activity. All animals which might hinder the performance of such operations on the customer's property shall be kept away from such operations by Customer upon notice by Atmos Energy, West Texas Division' representatives of their intention to enter upon the customer's premises.

(B) Meter records. The utility must keep the following records:

i. Meter equipment records. The utility must keep a record of all of its meters, showing the customer's address and the date of the last test.

ii. Records of meter tests. All meter tests must be properly referenced to the meter record provided for therein. The record of each test made on request of a customer must show the identifying number and constants of the meter, the standard meter and other measuring devices used, the date and kind of test made, by whom made, the error (or percentage of accuracy) at each load tested, and sufficient data to permit verification of all calculations.

iii. Meter readings–meter unit location. In general, each meter must indicate clearly the units of service for which charge is made to the customer.

7. Meters and Facilities (continued)

iv. Meter tests on request of customer.

(I) The utility must, upon request of a customer, make a test of the accuracy of the meter serving that customer. The utility must inform the customer of the time and place of the test and permit the customer or his authorized representative to be present if the customer so desires. If no such test has been performed within the previous four years for the same customer at the same location, the test is to be performed without charge. If such a test has been performed for the same customer at the same location within the previous four years, the utility is entitled to charge a fee for the test not to exceed $15 or such other fee for the testing of meters as may be set forth in the utility's tariff properly on file with the regulatory authority. The customer must be properly informed of the result of any test on a meter that serves him or her.

(II) Notwithstanding subclause (I) of this clause, if the meter is found to be more than normally defective, to either the customer's or the utility's disadvantage, any fee charged for the meter test will be refunded to the customer. More than nominally defective means a deviation of more than 2.0% from accurate registration for residential and commercial customers and 1% for industrial customers.

v. Bill adjustments due to meter or systematic errors.

(I) If any meter test reveals a meter to be more than nominally defective, the utility must correct previous readings consistent with the inaccuracy found in the meter or within the billing system for the period of either:

(a) the last six months; or

(b) the last test of the meter, whichever is shorter. Any resulting underbillings or overbillings is to be corrected in subsequent bills, unless service is terminated, in which event a monetary adjustment to be made. This requirement for a correction may be foregone by the utility if the error is to the utility's disadvantage.

(II) If a meter is found not to register for any period of time, the utility may make a charge for units used but not metered for a period not to exceed three months previous to the time the meter is found not to be registering. The determination of amounts used but not metered is to be based on consumption during other like periods by the same customer at the same location, when available, and on consumption under similar conditions at the same location or of other similarly situated customers, when not available.

8. New Construction

(A) Standards of construction. The utilities is to construct, install, operate, and maintain its plant, structures, equipment, and lines in accordance with the provisions of such codes and standards as are generally accepted by the industry, as modified by rule or regulation of the regulatory authority or otherwise by law and in such manner to best accommodate the public and to prevent interference with service furnished by other public utilities insofar as practical.

(B) Line extension and construction charge policy. In the absence of a line extension policy specific to a city franchise agreement, the following policy shall apply.

The utility, shall be required to extend distribution mains in any Public Rights-of-Way up to seventy-five feet (75') to provide new or additional service requested by any one residential or commercial customer so long as such extension is operationally feasible. To the extent the gas main extension would exceed seventy-five (75'), it shall be made only upon execution of a special agreement providing reimbursement to the utility for the cost of the necessary gas main extension. For industrial customers, gas main extensions of any length shall only be made upon execution of a special agreement providing for agreed upon reimbursement to the utility for cost of the necessary gas main extension.

The applicable provisions of city franchise agreements, which set forth line extension and construction charge policies that differ from the above policy are on file with the applicable municipality.

The utility reserves the sole discretion to designate the routes of all new extensions and the construction materials and manner of fabrication and installation. The utility, on a consistent and non-discriminatory basis, may provide refunds, credits or security releases based upon factors such as additional customers subsequently attaching, the level of sales experiences through the new facility, or other criteria chosen by the utility. The utility may apply similar cost responsibility and arrangements to a customer requesting an increase in the capacity of existing facilities to accommodate an increase in the customer's service requirements. In no event will contribution in aid of construction be required of any customer unless provided for in this extension policy.

(C) Response to request for service. Every gas utility must serve each qualified applicant for residential or commercial service within its service area as rapidly as practical. As a general policy, those applications not involving line extensions or new facilities should be filled within seven working days. Those applications for individual residential or commercial service requiring line extensions should be filled within 90 days unless unavailability of materials or other causes beyond the control of the utility result in unavoidable delays. In the event that residential or commercial service is delayed in excess of 90 days after an applicant has met credit requirements and made satisfactory arrangements for payment of any required construction charges, a report must be made to the regulatory authority listing the name of the applicant, location, and cause for delay. Unless such delays are due to causes which are reasonably beyond the control of the utility, a delay in excess of 90 days will not constitute a refusal to serve.

9. Non-Liability

(A) Furnishing of Gas. Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by Company's negligence arising out of or incident to the furnishing of gas to any Consumer or Customer.

(B) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the Point of Delivery other than damage caused by the fault of Company in the manner of installation of its Gas Service Lines, in the manner in which such Gas Service Lines are repaired by Company, and in the negligence of Company in maintaining its meter loop. All other risks after the gas left the Point of Delivery shall be assumed by the Customer, Consumer, and their agents, servants, employees, or other persons. Customer, Consumer, and their agents, servants, employees, or any other persons assume all responsibility for all facilities and all Customer's Gas Installation, Customer's Piping, and Customer's Equipment and their installation, maintenance, operation, functionality, testing, condition, and all other risks on Customer's side of the Point of Delivery.

(C) Customer's Piping and Equipment. Customer shall be solely responsible for the selection, installation, maintenance, repair, and inspection of Customer's Piping and Equipment, and Company shall have no duty or responsibility for the design, selection, installation, operation, maintenance, or repair of said Customer's Piping Equipment, including no responsibility or duty for (1) determining whether or not Customer has complied with all applicable safety codes and regulations; (2) inspecting or maintaining Consumer's Piping or Equipment; (3) or in any way establishing or enforcing any piping, equipment, device, or facility specifications. Company shall have no duty, obligation, or responsibility for notifying Consumer of technology or technological advances associated with Customer's Piping or Equipment nor shall Company have any duty, obligation, or responsibility for determining whether Customer's Piping and/or Equipment complies with NFPA 54, NFPA 715 and/or any applicable fuel gas or other relevant code. Company shall have no duty, obligation, or responsibility for inspecting the performance of, location of, or maintenance of Consumer's methane detectors and/or carbon monoxide detectors. Company shall have no duty or obligation to warn or notify Customer regarding the installation of, use of, performance of, and/or maintenance of Customer's Piping or Equipment, including methane detectors and/or carbon monoxide detectors. The Consumer shall be responsible, at all times, for all Customer Piping and Equipment beyond the Point of Delivery.

(D) Escaping Gas. Immediate notice must be given to Company by Customer or Consumer of any escaping gas on Customer's premises. No ignition of flame shall be taken near the point where gas is escaping. Company shall not be liable for any damage or loss caused by the escape of gas from Customer's Piping or Equipment or Customer's or Consumer's appliances, devices, or facilities.

(E) Company is not liable to a Customer or Consumer, and any Customer shall indemnify, hold harmless, and defend Company and its employees, agents, and representatives from any and all claims or allegations of liability for personal injury, damage to property, or any incidental, consequential, business interruption, or other economic damages or losses in any manner directly or indirectly connected to, arising from, or caused by acts or omissions of any person or party on the Customer`s side of the Point of Delivery.

(F) In no event shall Company or its employees be liable for incidental, consequential, business interruption, or other economic damages or losses of Customer, Consumer, or third parties in any manner, directly or indirectly, arising from, caused by, or growing out of the interruption or termination of gas utility service.

WEST TEXAS DIVISION
ATMOST ENERGY CORPORATION

RATE SCHEDULE:	**QUALITY OF SERVICE**	
APPLICABLE TO:	**WEST TEXAS SERVICE AREA**	
EFFECTIVE DATE:	**Bills Rendered on or after**	Page **18** of **18**

(G) Reasonable Diligence. Company agrees to use reasonable diligence in rendering continuous gas service to all Customers/Consumers, but Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.

(H) Force Majeure. Company shall not be liable for any damage or loss caused by stoppage or curtailment of the gas supply pursuant to order of a governmental agency having jurisdiction over Company or Company's suppliers, or caused by an event of force majeure. The term "force majeure" as employed herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; and any other causes, whether of the kind herein enumerated or otherwise.

ATMOS ENERGY CORPORATION
WEST TEXAS DIVISION

RATE SCHEDULE:	**MISCELLANEOUS SERVICE CHARGES**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:	**Bills Rendered on and after**	**PAGE:**

The service charges on this tariff will be applied in accordance with Atmos Energy's Quality of Service rules and Tex. Admin. Code §7.45.

DURING BUSINESS HOURS:

These charges apply to services initiated between 8am and 5pm, Monday through Friday.

Charge	Amount
Turn On New Service With Meter Set	$ 45.00
Turn On Service (shut-In test required)	$ 37.00
Turn On Service (meter read only required)	$ 21.00
Miscellaneous Service Charge Calls	$ 10.00
Reconnect Delinquent Service or Service Temporarily Off at Customer's Request	$ 47.00
Return Check Fee	$ 25.00
Tampering Fee	$ 150.00

AFTER BUSINESS HOURS:

These charges apply to services initiated between 5pm and 8am, Monday through Friday, and all day Saturday and Sunday.

Charge	Amount
Turn On New Service With Meter Set	$ 67.50
Turn On Service (shut-In test required)	$ 55.50
Turn On Service (meter read only required)	$ 31.50
Miscellaneous Service Charge Calls	$ 15.00
Reconnect Delinquent Service or Service Temporarily Off at Customer's Request	$ 70.50
Tampering Fee	$ 150.00

EXHIBIT B

ATMOS ENERGY CORPORATION
WEST TEXAS SYSTEM STATEMENT OF INTENT
SUMMARY PROOF OF REVENUE AT CURRENT RATES
TEST YEAR ENDING JUNE 30, 2024

Line No.	Description	West Texas ICL	Environs OCL	Amarillo ICL	Lubbock ICL	Total
	(a)	(b)	(c)	(d)	(e)	(f)
1	**Residential**					
2						
3	Rate Characteristics:					
4	Customer Charge	$ 19.69	$ 35.11	$ 24.36	$ 24.36	
5	Consumption Charge (per Ccf)	$ 0.43304	$ 0.21224	$ 0.32946	$ 0.40078	
6						
7	Billing Units:					
8	Bills	1,609,168	238,999	807,047	888,927	3,544,140
9	Total Volumes (Ccf)	73,789,403	15,749,266	47,890,785	44,786,228	182,215,683
10						
11	Present Revenue:					
12	Customer Charge	$ 31,684,509	$ 8,391,239	$ 19,659,667	$ 21,654,256	$ 81,389,672
13	Consumption Charge	31,953,763	3,342,624	15,778,098	17,949,425	69,023,910
14	**Total Present Base Revenue - Residential**	$ 63,638,273	$ 11,733,863	$ 35,437,765	$ 39,603,681	$ 150,413,582
15						
16	**Commercial**					
17						
18	Rate Characteristics:					
19	Customer Charge	$ 67.39	$ 96.65	$ 79.61	$ 79.61	
20	Consumption Charge (per Ccf)	$ 0.21728	$ 0.11722	$ 0.19071	$ 0.19856	
21						
22	Billing Units:					
23	Bills	123,621	27,923	70,080	72,925	294,549
24	Total Volumes (Ccf)	29,144,510	12,580,609	23,796,349	21,214,598	86,736,066
25						
26	Present Revenue:					
27	Customer Charge	$ 8,330,801	$ 2,698,780	$ 5,579,067	$ 5,805,532	$ 22,414,180
28	Consumption Charge	6,332,519	1,474,699	4,538,202	4,212,370	16,557,790
29	Total Present Base Revenue - Commercial	$ 14,663,320	$ 4,173,479	$ 10,117,269	$ 10,017,902	$ 38,971,970
30						

ATMOS ENERGY CORPORATION
WEST TEXAS SYSTEM STATEMENT OF INTENT
SUMMARY PROOF OF REVENUE AT CURRENT RATES
TEST YEAR ENDING JUNE 30, 2024

Line No.	Description	West Texas ICL	Environs OCL	Amarillo ICL	Lubbock ICL	Total
	(a)	(b)	(c)	(d)	(e)	(f)
31	**Industrial**					
32						
33	Rate Characteristics:					
34	Customer Charge	$ 772.87	$ 1,237.64	$ 1,038.10	$ 1,038.10	
35	Consumption Charge (per Ccf)	$ 0.12145	$ 0.06895	$ 0.14422	$ 0.11225	
36						
37	Billing Units:					
38	Bills	306	827	199	346	1,678
39	Total Volumes (Ccf)	886,989	2,833,641	2,766,853	2,470,659	8,958,141
40						
41	Present Revenue:					
42	Customer Charge	$ 236,498	$ 1,023,528	$ 206,582	$ 359,183	$ 1,825,791
43	Consumption Charge	107,725	195,380	399,036	277,331	979,471
44	Total Present Base Revenue - Industrial	$ 344,223	$ 1,218,908	$ 605,617	$ 636,514	$ 2,805,262
45						
46	**Transportation**					
47						
48	Rate Characteristics:					
49	Customer Charge	$ 772.87	$ 1,237.64	$ 1,038.10	$ 1,038.10	
50	Consumption Charge (per Ccf)	$ 0.12145	$ 0.06895	$ 0.14422	$ 0.11225	
51						
52	Billing Units:					
53	Bills	144	266	60	84	554
54	Total Volumes (Ccf)	2,701,768	5,561,554	2,963,758	3,164,380	14,391,460
55						
56	Present Revenue:					
57	Customer Charge	$ 111,293	$ 329,212	$ 62,286	$ 87,200	$ 589,992
58	Consumption Charge	328,130	383,469	427,433	355,202	1,494,234
59	Total Present Base Revenue - Transportation	$ 439,423	$ 712,681	$ 489,719	$ 442,402	$ 2,084,226
60						

ATMOS ENERGY CORPORATION
WEST TEXAS SYSTEM STATEMENT OF INTENT
SUMMARY PROOF OF REVENUE AT CURRENT RATES
TEST YEAR ENDING JUNE 30, 2024

Line No.	Description	West Texas ICL	Environs OCL	Amarillo ICL	Lubbock ICL	Total
	(a)	(b)	(c)	(d)	(e)	(f)
61	**Public Authority**					
62						
63	Rate Characteristics:					
64	Customer Charge	$ 186.36	$ 286.27	$ 103.83	$ 103.83	
65	Consumption Charge (per Ccf)	$ 0.19014	$ 0.09518	$ 0.26346	$ 0.24975	
66						
67	Billing Units:					
68	Bills	15,737	2,256	3,512	3,103	24,608
69	Total Volumes (Ccf)	9,904,772	4,232,067	4,450,064	3,142,830	21,729,732
70						
71	Present Revenue:					
72	Customer Charge	$ 2,932,782	$ 645,831	$ 364,647	$ 322,210	$ 4,265,469
73	Consumption Charge	1,883,293	402,808	1,172,414	784,922	4,243,437
74	Total Present Base Revenue - Public Authority	$ 4,816,075	$ 1,048,639	$ 1,537,060	$ 1,107,132	$ 8,508,906
75						
76	**Triangle (Transitioning to Transportation)**					
77						
78	Consumption Charge (per Ccf)	$ 0.06321	$ 0.06321	$ 0.06321	$ 0.06321	
79						
80	Billing Units:					
81	Bills	12.00	744.00	-	12.00	768
82	Total Volumes (Ccf)	477,839	128,234,318	-	860,939	129,573,096
83						
84	Present Base Revenue - Triangle	$ 30,205	$ 8,105,856	$ -	$ 54,421	$ 8,190,482
85						
86	Total Current Revenue - Nongas	$ 83,931,519	$ 26,993,427	$ 48,187,431	$ 51,862,052	$ 210,974,429
87						

88 Note: 1. Residential and Commercial bills and volumes updated to December 2024.

EXHIBIT B - PROOF OF REVENUE

ATMOS ENERGY CORPORATION
WEST TEXAS SYSTEM STATEMENT OF INTENT
SUMMARY PROOF OF REVENUE - PROPOSED RATES
TEST YEAR ENDING JUNE 30, 2024

Line No.	Description	West Texas ICL	Environs OCL	Amarillo ICL	Lubbock ICL	Total
	(a)	(b)	(c)	(d)	(e)	(f)
1	**Residential**					
2						
3	Rate Characteristics:					
4	Customer Charge	$ 16.75	$ 16.75	$ 16.75	$ 16.75	
5	Consumption Charge (per Ccf)	$ 0.59685	$ 0.59685	$ 0.59685	$ 0.59685	
6						
7	Billing Units:					
8	Bills	1,609,168	238,999	807,047	888,927	3,544,140
9	Total Volumes (Ccf)	73,789,403	15,749,266	47,890,785	44,786,228	182,215,683
10						
11	Proposed Revenue:					
12	Customer Charge	$ 26,953,557	$ 4,003,226	$ 13,518,039	$ 14,889,524	$ 59,364,345
13	Consumption Charge	44,041,332	9,399,977	28,583,697	26,730,737	108,755,743
14	**Total Proposed Base Revenue - Residential**	**$ 70,994,889**	**$ 13,403,202**	**$ 42,101,736**	**$ 41,620,261**	**$ 168,120,088**
15						
16	Total Present Base Revenue - Residential	$ 63,638,273	$ 11,733,863	$ 35,437,765	$ 39,603,681	$ 150,413,582
17	Total Change	$ 7,356,616	$ 1,669,339	$ 6,663,971	$ 2,016,580	$ 17,706,505
18	Percent Change	11.56%	14.23%	18.80%	5.09%	11.77%
19						
20	**Commercial *(including Public Authority)***					
21						
22	Rate Characteristics:					
23	Customer Charge	$ 45.00	$ 45.00	$ 45.00	$ 45.00	
24	Consumption Charge (per Ccf)	$ 0.38395	$ 0.38395	$ 0.38395	$ 0.38395	
25						
26	Billing Units:					
27	Bills	139,358	30,179	73,592	76,028	319,157
28	Total Volumes (Ccf)	39,049,282	16,812,676	28,246,413	24,357,427	108,465,797
29						
30	Proposed Revenue:					
31	Customer Charge	$ 6,271,106	$ 1,358,066	$ 3,311,637	$ 3,421,255	$ 14,362,065
32	Consumption Charge	14,992,907	6,455,199	10,845,164	9,351,994	41,645,265
33	**Total Proposed Base Revenue - Commercial**	**$ 21,264,014**	**$ 7,813,265**	**$ 14,156,801**	**$ 12,773,250**	**$ 56,007,330**
34						
35	Total Present Base Revenue - Commercial (including Public Authority)	$ 19,479,395	$ 5,222,118	$ 11,654,329	$ 11,125,034	$ 47,480,876
36	Total Change	$ 1,784,619	$ 2,591,148	$ 2,502,472	$ 1,648,216	$ 8,526,454
37	Percent Change	9.16%	49.62%	21.47%	14.82%	17.96%
38						

EXHIBIT B - PROOF OF REVENUE

ATMOS ENERGY CORPORATION
WEST TEXAS SYSTEM STATEMENT OF INTENT
SUMMARY PROOF OF REVENUE - PROPOSED RATES
TEST YEAR ENDING JUNE 30, 2024

Line No.	Description	West Texas ICL	Environs OCL	Amarillo ICL	Lubbock ICL	Total
	(a)	(b)	(c)	(d)	(e)	(f)
39	**Commercial (existing WTX)**					
40						
41	Rate Characteristics:					
42	Customer Charge	$ 45.00	$ 45.00	$ 45.00	$ 45.00	
43	Consumption Charge (per Ccf)	$ 0.38395	$ 0.38395	$ 0.38395	$ 0.38395	
44						
45	Billing Units:					
46	Bills	123,621	27,923	70,080	72,925	294,549
47	Total Volumes (Ccf)	29,144,510	12,580,609	23,796,349	21,214,598	86,736,066
48						
49	Proposed Revenue:					
50	Customer Charge	$ 5,562,933	$ 1,256,545	$ 3,153,599	$ 3,281,609	$ 13,254,687
51	Consumption Charge	11,189,987	4,830,304	9,136,569	8,145,310	33,302,170
52	**Total Proposed Base Revenue - Commercial**	**$ 16,752,920**	**$ 6,086,849**	**$ 12,290,168**	**$ 11,426,919**	**$ 46,556,856**
53						
54	Total Present Base Revenue - Commercial (existing WTX)	$ 14,663,320	$ 4,173,479	$ 10,117,269	$ 10,017,902	$ 38,971,970
55	Total Change	$ 2,089,599	$ 1,913,371	$ 2,172,899	$ 1,409,017	$ 7,584,886
56	Percent Change	14.25%	45.85%	21.48%	14.06%	19.46%
57						
58	**Commercial (Former Public Authority)**					
59						
60	Rate Characteristics:					
61	Customer Charge	$ 45.00	$ 45.00	$ 45.00	$ 45.00	
62	Consumption Charge (per Ccf)	$ 0.38395	$ 0.38395	$ 0.38395	$ 0.38395	
63						
64	Billing Units:					
65	Bills	15,737	2,256	3,512	3,103	24,608
66	Total Volumes (Ccf)	9,904,772	4,232,067	4,450,064	3,142,830	21,729,732
67						
68	Proposed Revenue:					
69	Customer Charge	$ 708,173	$ 101,521	$ 158,038	$ 139,646	$ 1,107,378
70	Consumption Charge	3,802,921	1,624,895	1,708,595	1,206,684	8,343,095
71	**Total Proposed Base Revenue - Commercial**	**$ 4,511,094**	**$ 1,726,416**	**$ 1,866,633**	**$ 1,346,330**	**$ 9,450,473**
72						
73	Total Present Base Revenue - Commercial (Former Public Authority)	$ 4,816,075	$ 1,048,639	$ 1,537,060	$ 1,107,132	$ 8,508,906
74	Total Change	$ (304,981)	$ 677,777	$ 329,572	$ 239,199	$ 941,567
75	Percent Change	-6.33%	64.63%	21.44%	21.61%	11.07%
76						

EXHIBIT B - PROOF OF REVENUE

ATMOS ENERGY CORPORATION
WEST TEXAS SYSTEM STATEMENT OF INTENT
SUMMARY PROOF OF REVENUE - PROPOSED RATES
TEST YEAR ENDING JUNE 30, 2024

Line No.	Description	West Texas ICL	Environs OCL	Amarillo ICL	Lubbock ICL	Total
	(a)	(b)	(c)	(d)	(e)	(f)
77	**Industrial**					
78						
79	Rate Characteristics:					
80	Customer Charge	$ 750.00	$ 750.00	$ 750.00	$ 750.00	
81	Consumption Charge (per Ccf)	$ 0.25624	$ 0.25624	$ 0.25624	$ 0.25624	
82						
83	Billing Units:					
84	Bills	306	827	199	346	1,678
85	Total Volumes (Ccf)	886,989	2,833,641	2,766,853	2,470,659	8,958,141
86						
87	Proposed Revenue:					
88	Customer Charge	$ 229,500	$ 620,250	$ 149,250	$ 259,500	$ 1,258,500
89	Consumption Charge	227,284	726,098	708,984	633,087	2,295,453
90	**Total Proposed Base Revenue - Industrial**	**$ 456,784**	**$ 1,346,348**	**$ 858,234**	**$ 892,587**	**$ 3,553,953**
91						
92	Total Present Base Revenue - Industrial	$ 344,223	$ 1,218,908	$ 605,617	$ 636,514	$ 2,805,262
93	Total Change	$ 112,561	$ 127,440	$ 252,617	$ 256,073	$ 748,691
94	Percent Change	32.70%	10.46%	41.71%	40.23%	26.69%
95						
96	**Transportation (including Triangle Transition)**					
97						
98	Rate Characteristics:					
99	Customer Charge	$ 750.00	$ 750.00	$ 750.00	$ 750.00	
100	Consumption Charge (per Ccf)	$ 0.25624	$ 0.25624	$ 0.25624	$ 0.25624	
101						
102	Billing Units:					
103	Bills	156	1,010	60	96	1,322
104	Total Volumes (Ccf)	3,179,607	37,206,083	2,963,758	4,025,319	47,374,766
105						
106	Proposed Revenue:					
107	Customer Charge	$ 117,000	$ 757,500	$ 45,000	$ 72,000	$ 991,500
108	Consumption Charge	814,749	9,533,767	759,440	1,031,456	12,139,412
109	**Total Proposed Base Revenue - Transportation**	**$ 931,749**	**$ 10,291,267**	**$ 804,440**	**$ 1,103,456**	**$ 13,130,912**
110						
111	Total Present Base Revenue - Transportation (including Triangle Transition)	$ 469,628	$ 8,818,538	$ 489,719	$ 496,823	$ 10,274,708
112	Total Change	$ 462,121	$ 1,472,729	$ 314,721	$ 606,633	$ 2,856,204
113	Percent Change	98.40%	16.70%	64.27%	122.10%	27.80%
114						

EXHIBIT B - PROOF OF REVENUE

ATMOS ENERGY CORPORATION
WEST TEXAS SYSTEM STATEMENT OF INTENT
SUMMARY PROOF OF REVENUE - PROPOSED RATES
TEST YEAR ENDING JUNE 30, 2024

Line No.	Description	West Texas ICL	Environs OCL	Amarillo ICL	Lubbock ICL	Total
	(a)	(b)	(c)	(d)	(e)	(f)
115	**Transportation (Existing WTX)**					
116						
117	Rate Characteristics:					
118	Customer Charge	$ 750.00	$ 750.00	$ 750.00	$ 750.00	
119	Consumption Charge (per Ccf)	$ 0.25624	$ 0.25624	$ 0.25624	$ 0.25624	
120						
121	Billing Units:					
122	Bills	144	266	60	84	554
123	Total Volumes (Ccf)	2,701,768	5,561,554	2,963,758	3,164,380	14,391,460
124						
125	Proposed Revenue:					
126	Customer Charge	$ 108,000	$ 199,500	$ 45,000	$ 63,000	$ 415,500
127	Consumption Charge	692,307	1,425,105	759,440	810,848	3,687,699
128	**Total Proposed Base Revenue - Transportation**	**$ 800,307**	**$ 1,624,605**	**$ 804,440**	**$ 873,848**	**$ 4,103,199**
129						
130	Total Present Base Revenue - Transportation (existing WTX)	$ 439,423	$ 712,681	$ 489,719	$ 442,402	$ 2,084,226
131	Total Change	$ 360,884	$ 911,923	$ 314,721	$ 431,445	$ 2,018,973
132	Percent Change	82.13%	127.96%	64.27%	97.52%	96.87%
133						
134	**Transportation (Former Triangle)**					
135						
136	Rate Characteristics:					
137	Customer Charge	$ 750.00	$ 750.00	$ 750.00	$ 750.00	
138	Consumption Charge (per Ccf)	$ 0.25624	$ 0.25624	$ 0.25624	$ 0.25624	
139						
140	Billing Units:					
141	Bills	12	744	-	12	768
142	Total Volumes (Ccf)	477,839	31,644,528	-	860,939	32,983,306
143						
144	Proposed Revenue:					
145	Customer Charge	$ 9,000	$ 558,000	$ -	$ 9,000	$ 576,000
146	Consumption Charge	122,442	8,108,662	-	220,609	8,451,713
147	**Total Proposed Base Revenue - Transportation**	**$ 131,442**	**$ 8,666,662**	**$ -**	**$ 229,609**	**$ 9,027,713**
148						
149	Total Present Base Revenue - Transportation (Former Triangle)	$ 30,205	$ 8,105,856	$ -	$ 54,421	$ 8,190,482
150	Total Change	$ 101,238	$ 560,806	$ -	$ 175,188	$ 837,231
151	Percent Change	335.17%	6.92%		321.91%	10.22%
152						
153	**Total Proposed Revenue - Nongas**	**$ 93,647,436**	**$ 32,854,082**	**$ 57,921,211**	**$ 56,389,554**	**$ 240,812,282**
154						
155	**Total Current Revenue Non-gas**	**$ 83,931,519**	**$ 26,993,427**	**$ 48,187,431**	**$ 51,862,052**	**$ 210,974,429**
156						
157	**Amount Change**	$ 9,715,917	$ 5,860,656	$ 9,733,780	$ 4,527,502	$ 29,837,854
158	**Percent Change**	11.58%	21.71%	20.20%	8.73%	14.14%
159						
160	Note: 1. Residential and Commercial bills and volumes updated to December 2024.					

AI# 13370
Regular City Council Meeting 7. 1.
04/22/2025:

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 3520, a request of Hugo Reed and Associates, Inc. for D & T Farms, for a zone change from Low Density Single-Family District (SF-2) to Light Industrial District (LI), generally located north of East Bluefield Street and east of North Guava Avenue, on 404.5 acres of unplatted land out of Block A, Section 43, 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 April 3, 2025, and recommended approval of the request by a unanimous vote of 7-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3520
Staff Report 3520
Documentation 3520

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. 3520; A ZONING CHANGE FROM SF-2 TO LI ZONING DISTRICT GENERALLY LOCATED NORTH OF EAST BLUEFIELD STREET AND EAST OF NORTH GUAVA AVENUE, ON 404.5 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 43, 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. 3520

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2** to **LI** zoning district **generally located north of East Bluefield Street and east of North Guava Avenue, on 404.5 acres of unplatted land out of Block A, Section 43,** 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:

FOR
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3520
April 3, 2025

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-6642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

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 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;

THENCE N. 88°35'20" W., along the South line of said Section 43, a distance of 5278.64 feet to the Southwest corner of said Section 43 and this tract;

THENCE N. 01°23'47" E. along the West line of said Section 43, a distance of 3340.43 feet to 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;

THENCE S. 88°32'07" E. along the Southern boundary of said 195.2 acre tract, a distance of 5279.65 feet to a point 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;

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.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone (2011). Distances are Surface, U.S. Survey Feet.

PREPARED FOR ZONING PURPOSES ONLY AND SHALL NOT BE RECORDED IN THE OFFICIAL PUIBLIC RECORDS OF LUBBOCK COUNTY FOR ANY PURPOSE.

Prepared for D & T Farms, February 27, 2025

Planning Department
City of Lubbock

Staff Report	Zone Case 3520
City Council Meeting	April 22, 2025

Applicant Hugo Reed and Associates, Inc.

Property Owner D & T Farms

Council District 1

Prior Board or Council Action

- March 25, 2025, Ordinance No. 2025-O0042: The subject property was annexed into city limits and zoned Low Density Single-Family District (SF-2).
- April 3, 2025, Zone Case 3520: The Planning and Zoning Commission recommended approval of a request for a zone change from SF-2 to Light Industrial District (LI) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 14
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 404.5 acres of unplatted land out of Block A, Section 43. Currently, the property is vacant.

Adjacent Property Development

The property is adjacent to the city limits to the east and south. The property to the north and west is zoned Low Density Single-Family District (SF-2) and is being used as an airport.

Zoning Request and Analysis

Item Summary

The subject property is generally located north of East Bluefield Street and east of North Guava Avenue, on 404.5 acres of unplatted land out of Block A, Section 43. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Light Industrial District (LI).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Light Industrial District (LI)**

Intent Statements

The intent of the existing 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.

The intent of the requested Light Industrial District (LI) is to "provide for industrial uses (non-retail) that are less intensive than what can be accommodated into General Industrial and that may include office, warehousing, distribution, and light assembly of parts, materials, and equipment, with operations conducted primarily indoors without the creation of smoke, gas, odor, dust, soot, or other noxious elements."

Traffic Network/Infrastructure Impacts
The location is along Olive Avenue and North Guava Avenue which are designated as a Minor Arterial and Collector, respectively, by the Master Thoroughfare Plan, 2018. Arterials provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic. Collectors are designed for medium volumes of vehicles operating at lower speeds, and provide access and movement within residential, commercial, and industrial areas.

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 Industrial land uses. The request does conform 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 uses allowed in the LI Distirct.

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

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3520

Allowable Uses: Light Industrial District (LI)

Transportation: The proposed development has a point of access from North Guava Avenue and Olive Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
North Guava Avenue, Collector, Partial	R.O.W. 20 feet, 2 lane, undivided, paved.	R.O.W. 46 feet, 4 lane, undivided, paved.
Olive Avenue, Minor Arterial, Partial	R.O.W. 36 feet, 2 lane, undivided, unpaved	R.O.W. 66 feet, 5 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

3.1 **Zone Case 3520:** Hugo Reed and Associates, Inc., for D & T Farms, request for a zone change from Low Density Single-Family District (SF-2) to Light Industrial District (LI), at:

- Generally located north of East Bluefield Street and east of North Guava Avenue, on 404.5 acres of unplatted land out of Block A, Section 43.

PLANNER SHANER SPENCER gave a presentation and answered questions from the Commission. Staff has no objection to the request.

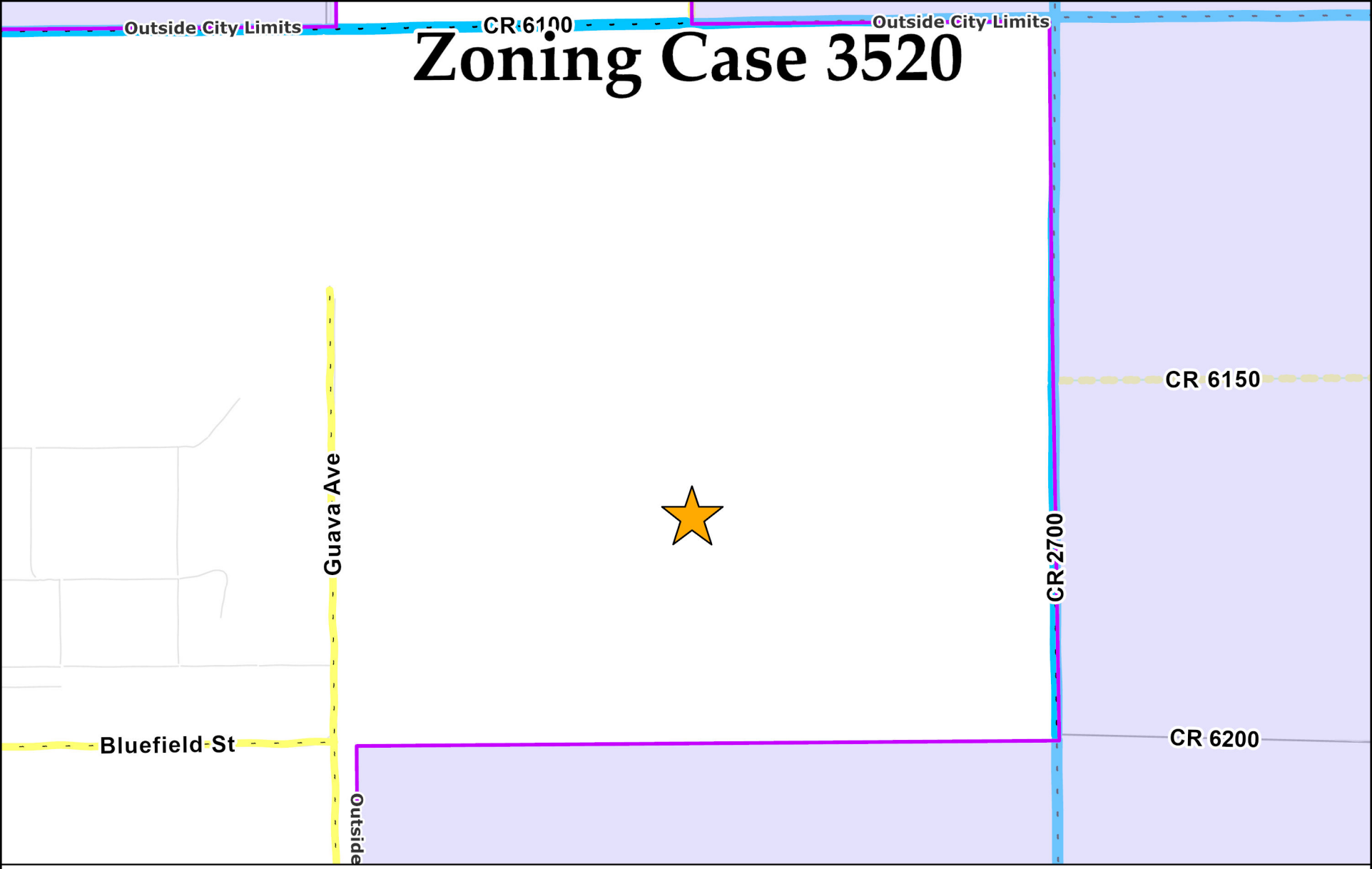
APPLICANT TERRY HOLEMAN, 1601 Avenue N, with Hugo Reed and Associates, Inc., gave comments about the request and answered questions from the Commission.

APPLICANT MONT McCLENDON, 1500 Broadway, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition to the request.

In the matter of **Zone Case 3520**, a motion was made by **ROBERT WOOD** and seconded by **BRANDON HARDAWAY** to approve the request as presented. The Commission voted 7 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3520



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
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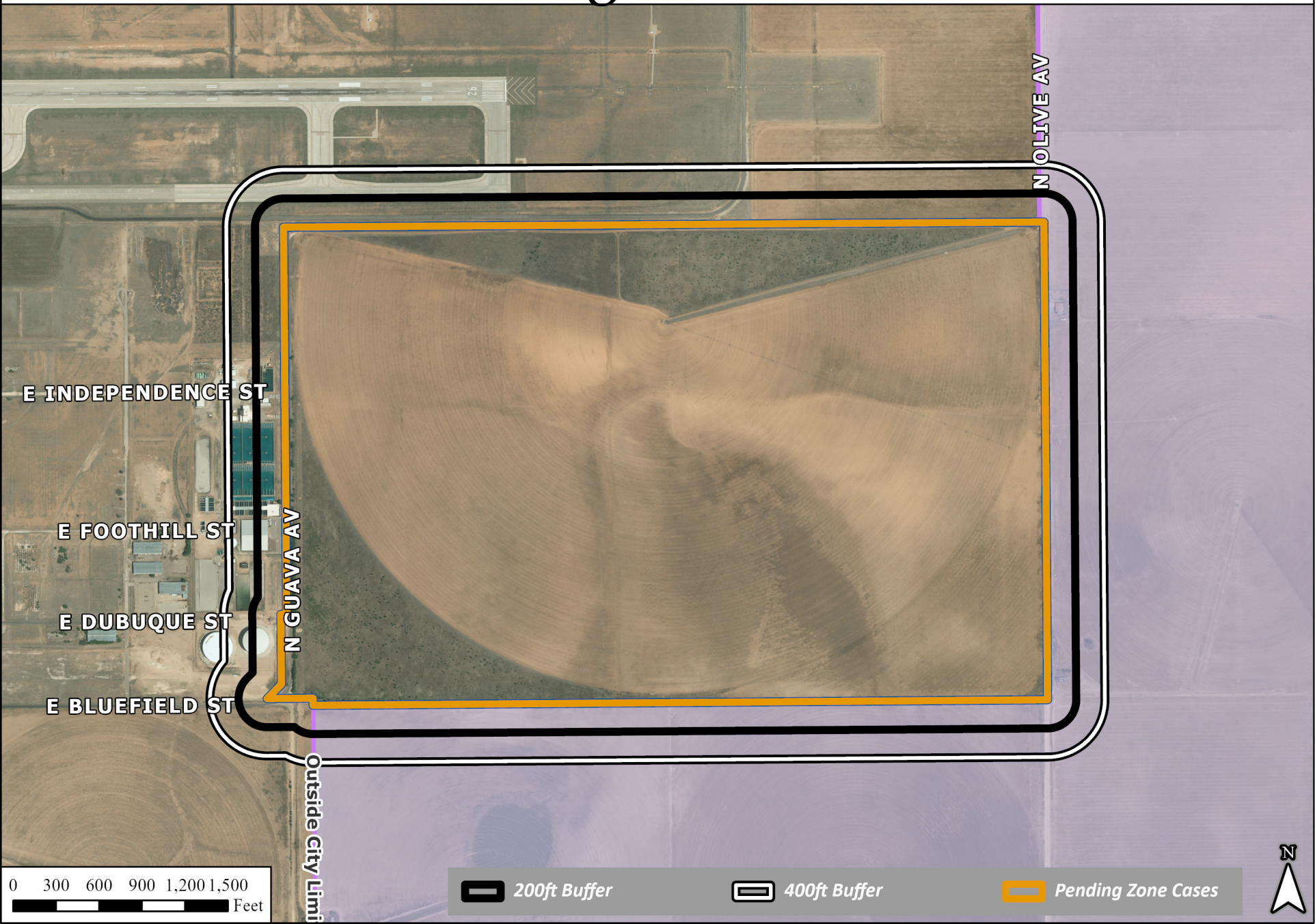
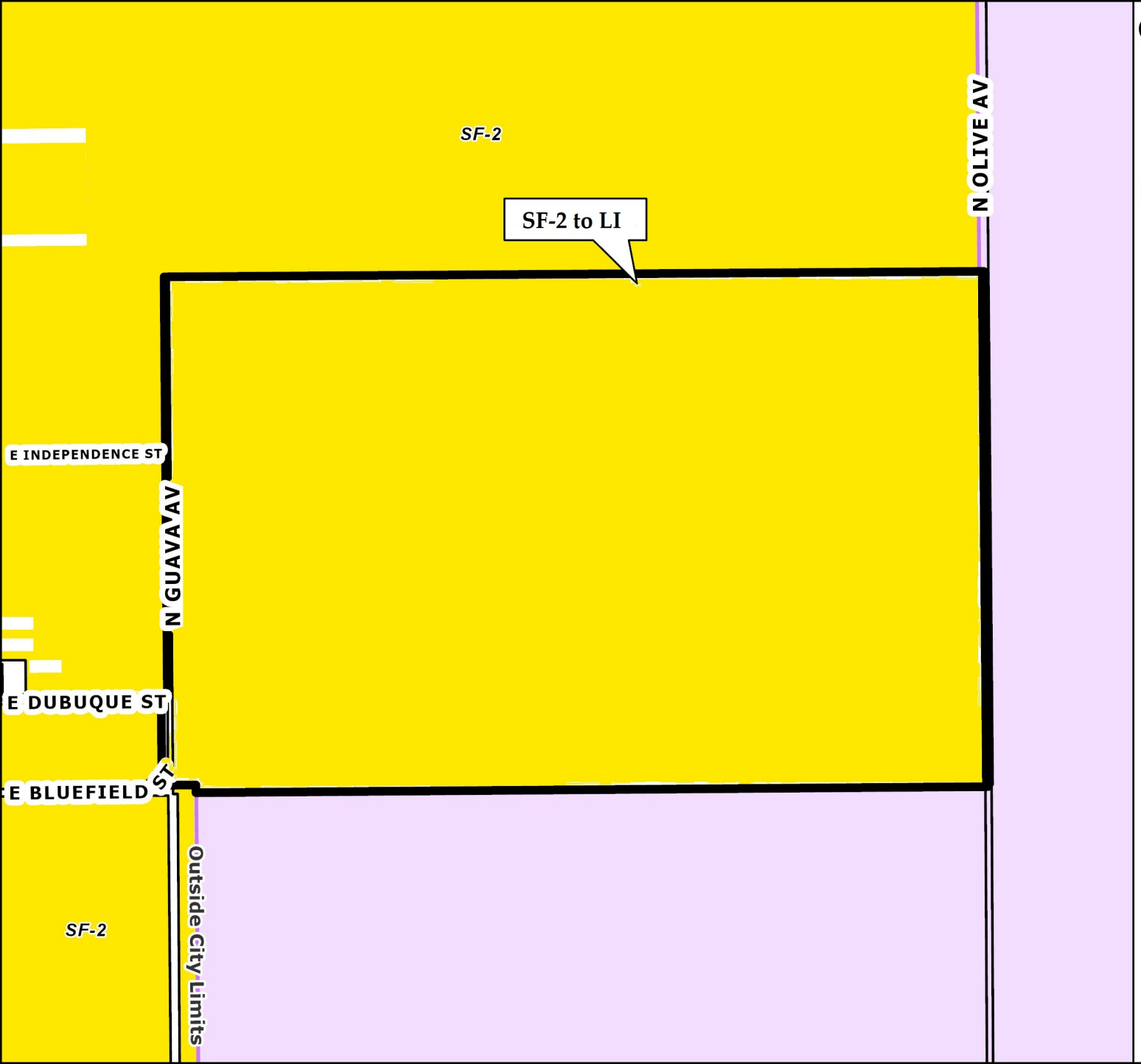
S

Date Exported: March 2025

Zoning Case 3520





Current Zoning
3520

Zoning Districts

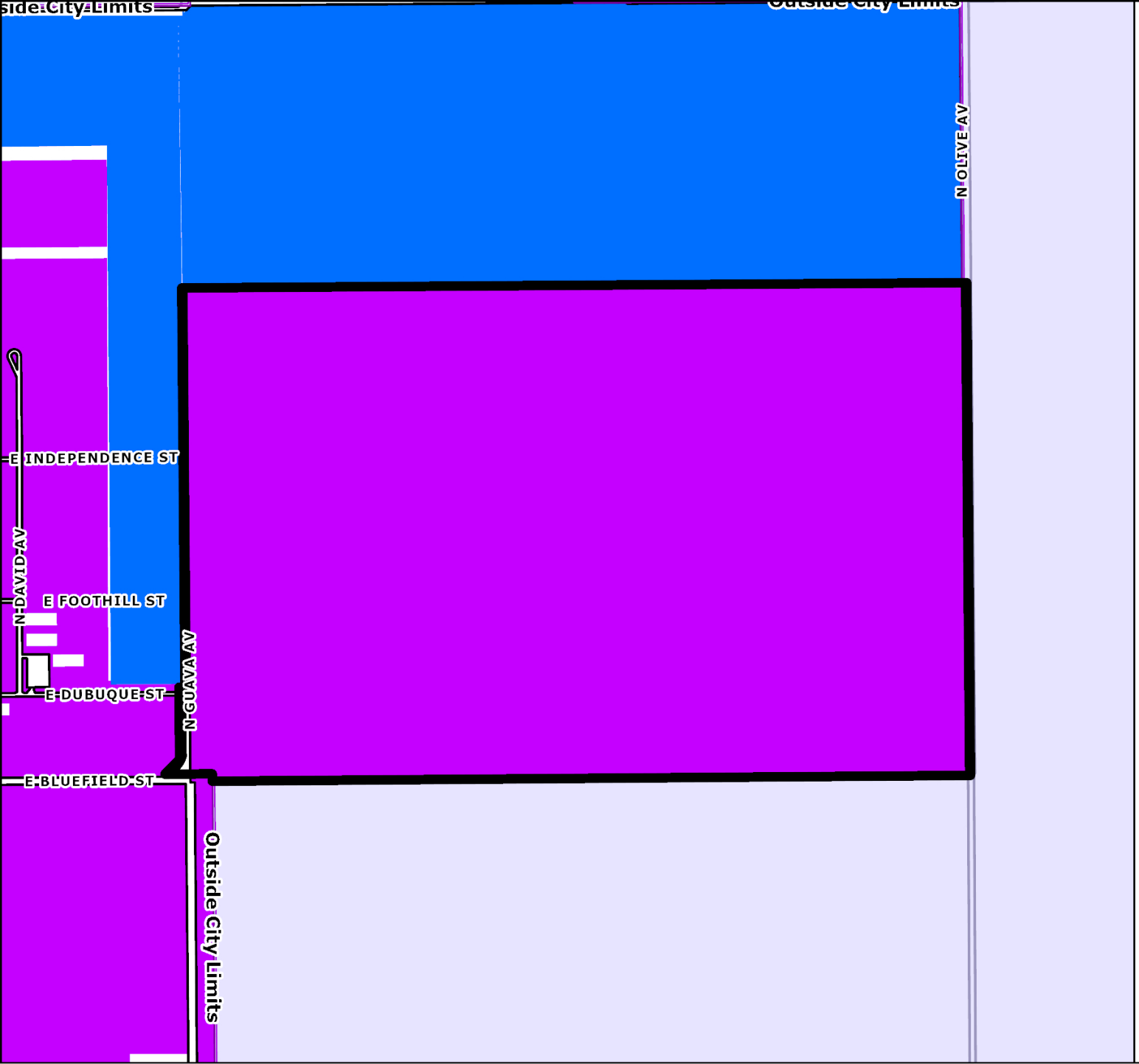
Low Density Single Family (SF-2)

N

0 250 500 750 1000
Feet

City of Lubbock TEXAS

Date Exported: March 2025



Future Land Use Plan
Case 3520

- Industrial
- Public/ Semi-Public

N

0 250 500 750 1000
Feet

City of Lubbock TEXAS

Date Exported: March 2025

3520



View east. Subject property.



View south.



View north.



View west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address:_____

Lots/Tracts:_____

Survey & Abstract:_____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request:_____

Existing Land Use:_____ Existing Zoning:_____

Requested Zoning:_____

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: Terry Holeman

Date:_____ Printed Name:_____

Owner Information

Firm Name:_____

Owner:_____

Address:_____ City:_____ State:_____

ZIP Code:_____ Telephone:_____ Email:_____

Property Owner's Signature:_____

Date:_____ Printed Name:_____

Preparer Information

Preparer's Signature:_____

Date:_____ Printed Name:_____

For City Use Only

Zone Case No:_____ Planning and Zoning Commission Date: _____

Request for zoning change from:_____ To:_____

Lots:_____ Blocks:_____

Addition:_____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock TEXAS

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, 20 24.

REBECCA CHEYENNE LUJAN
Notary Public, State of Texas
Comm. Expires 01-07-2027
Notary ID 131845208

R. Cheyenne Lujan

Notary Public, State of Texas

AI# 13371
Regular City Council Meeting 7. 2.
04/22/2025:

Information

Agenda Item

Public Hearing - Planning (District 3): Consider a request for Zone Case 1901-A, a request of 7B Building and Development, LLC for Buslon, Inc., for a zone change from Medium Density Residential District (MDR) and Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC), at 5106 Slide Road, located west of Slide Road and south of 51st Street, Buster Long Addition, the west 95.16 feet of Lot 103, and the west 95.16 feet of the north 7 feet of Lot 102, 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 April 3, 2025, and recommended approval of the request by a unanimous vote of 7-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 1901-A
Staff Report 1901-A
Documentation 1901-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1901-A; A ZONING CHANGE FROM MDR AND NC TO AC ZONING DISTRICT AT 5106 SLIDE ROAD, LOCATED WEST OF SLIDE ROAD AND SOUTH OF 51ST STREET, BUSTER LONG ADDITION, THE WEST 95.16 FEET OF LOT 103 AND THE WEST 95.16 FEET OF THE NORTH 7 FEET OF LOT 102, 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. 1901-A

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **MDR and NC** to **AC** zoning district at **5106 Slide Road, located west of Slide Road and south of 51st Street, Buster Long Addition, the west 95.16 feet of Lot 103 and the west 95.16 feet of the north 7 feet of Lot 102,** 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:

FOR
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC-1901-A
April 3, 20225

Planning Department
City of Lubbock

Staff Report	Zone Case 1901-A
City Council Meeting	April 22, 2025

Applicant 7B Building and Development, LLC

Property Owner Buslon, Inc.

Council District 3

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into city limits.
- April 23, 1959, Zone Case 763, Ordinance No. 2760: The subject property was zoned Single-Family District (R-1).
- February 1, 1968, Zone Case 1511, Ordinance No. 5396: The subject property was rezoned from R-1 to Local Retail District (C-2).
- November 11, 1971, Zone Case 1771, Ordinance No. 6216: The subject property was rezoned from C-2 to Family Apartment District (A-1).
- June 14, 1973, Zone Case 1901, Ordinance No. 6646: A portion of the subject property was rezoned from A-1 to Local Retail District (C-2).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from A-1 to Medium Density Residential District (MDR), and from C-2 to Neighborhood Commercial District (NC) with the adoption of the Unified Development Code.
- April 3, 2025, Zone Case 1901-A: The Planning and Zoning Commission recommended approval of a request for a zone change from MDR and NC to Auto-Urban Commercial District (AC) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 26
- Received In Favor: 5
- Received In Opposition: 1

Site Conditions and History

The subject property was platted on May 15, 1973, as Buster Long Addition, Lots 102 and 103. The existing structure was constructed in 1973.

Adjacent Property Development

The surrounding property is zoned NC to the west, south and north, with Auto-Urban Commercial District (AC) to the east. The surrounding properties are all developed with commercial structures.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5106 Slide Road, located west of Slide Road and south of 51st Street, Buster Long Addition, the west 95.16 feet of Lot 103 and the west 95.16 feet of the north 7 feet of Lot 102. The applicant is requesting a zone change from Medium Density Residential District (MDR) and Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC).

Current zoning: **Medium Density Residential District (MDR)**

Current zoning: **Neighborhood Commercial District (NC)**

Requested zoning: **Auto-Urban Commercial District (AC)**

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 existing Neighborhood Commercial District (NC) is "to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses."

The intent of the requested Auto-Urban Commercial District (AC) is "to provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity.

Traffic Network/Infrastructure Impacts
The location is along 51st Street which is designated as a Local Street 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 Commercial 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 uses allowed in the AC District.

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 Replies

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 1901-A

Allowable Uses: Auto-Urban Commercial District (AC)

Transportation: The proposed development has a point of access from 51st Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
51st Street, Local Street, Complete	R.O.W. 40 feet, 2 lane, undivided, paved.	R.O.W. 40 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 3

3.2 **Zone Case 1901-A:** 7B Building and Development, LLC, for Buslon, Inc., request for a zone change from Medium Density Residential District (MDR) and Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC), at:

- 5106 Slide Road, located west of Slide Road and south of 51st Street, Buster Long Addition, the west 95.16 feet of Lot 103, and the west 95.16 feet of the north 7 feet of Lot 102.

PLANNER SHANER SPENCER gave a presentation and answered questions from the Commission. Staff has no objection to the request.

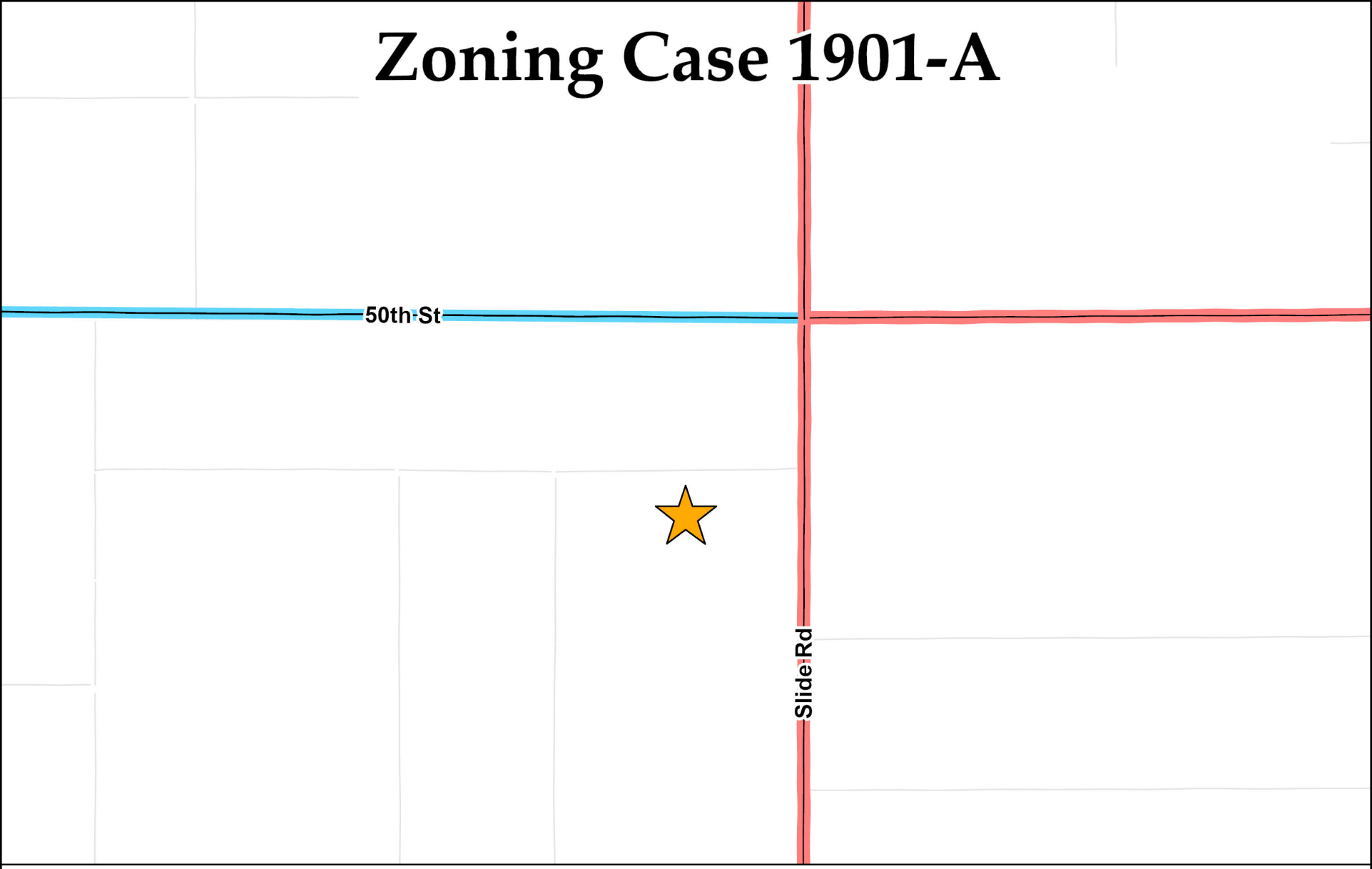
APPLICANT SUSAN CROSSI, 13105 Dover Avenue, with 7B Building and Development, LLC, gave comments about the request and answered questions from the Commission.

IN FAVOR SCOTT HICKS, 4513 13th Street, owner of Grime Scene Car Wash, gave comments about the request and answered questions from the Commission.

No one appeared to speak in opposition to the request.

In the matter of **Zone Case 1901-A**, a motion was made by **DREW GRAY** and seconded by **TANNER NOBLE** to approve the request as presented. The Commission voted 7 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 1901-A



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

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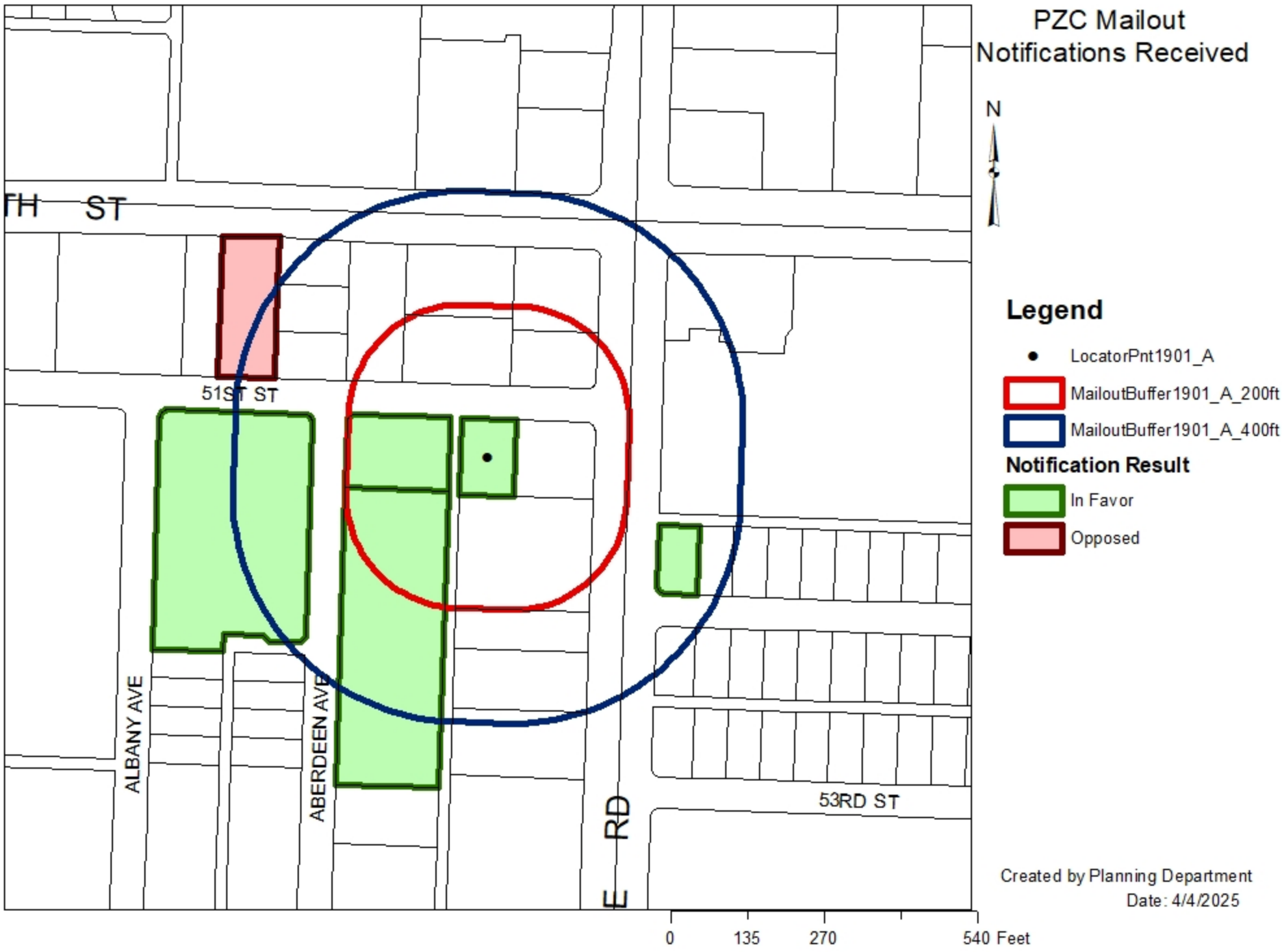
Date Exported: March 2025


PZC Mailout
Notifications Received
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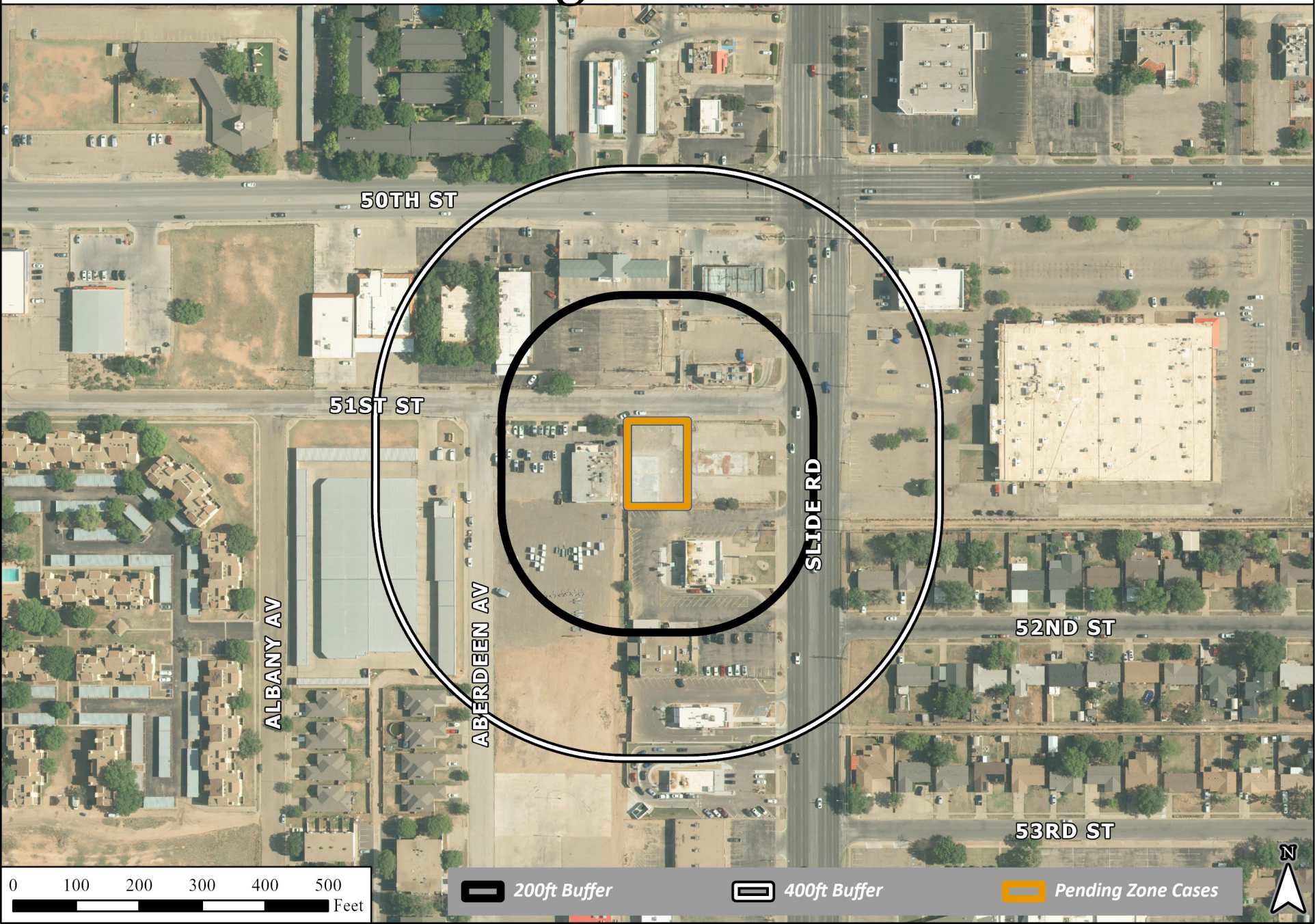
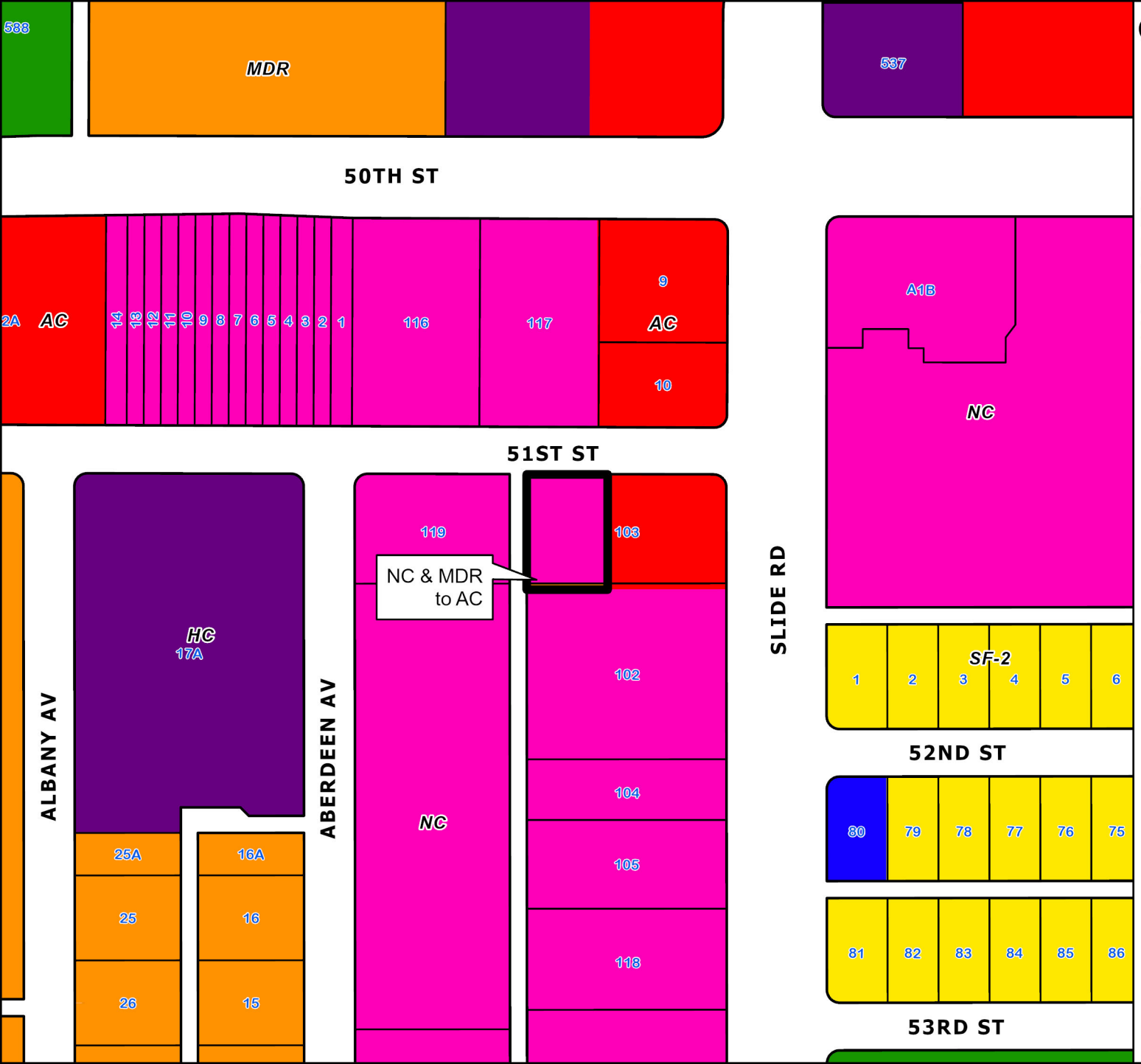
Legend
LocatorPnt1901_A
MailoutBuffer1901_A_200ft
MailoutBuffer1901_A_400ft
Notification Result
In Favor
Opposed
TH ST
51ST ST
ALBANY AVE
ABERDEEN AVE
E RD
53RD ST
Created by Planning Department
Date: 4/4/2025
0
135
270
540 Feet

Zoning Case 1901-A





Current Zoning
1901-A

Zoning Districts

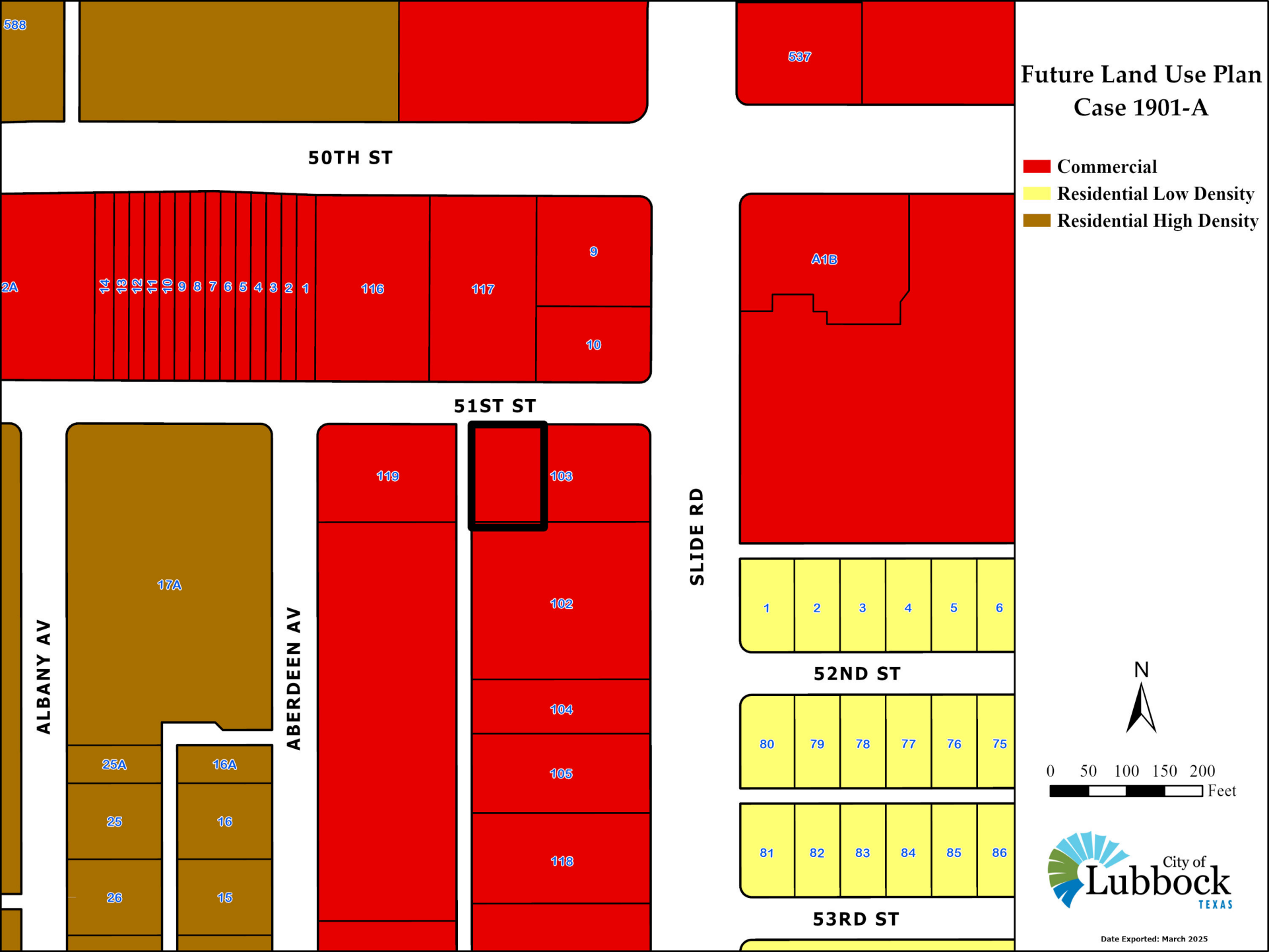
- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- High Density Residential (HDR)
- Medium Density Residential (MDR)
- Neighborhood Commercial (NC)
- Office (OF)
- Low Density Single Family (SF-2)

N

0 50 100 150 200 Feet

City of Lubbock TEXAS

Date Exported: March 2025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117
9
10
A1B
51ST ST
119
103
102
104
105
118
17A
25A
25
26
16A
16
15
ALBANY AV
ABERDEEN AV
SLIDE RD
1
2
3
4
5
6
52ND ST
80
79
78
77
76
75
81
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83
84
85
86
53RD ST
Future Land Use Plan
Case 1901-A
Commercial
Residential Low Density
Residential High Density
N
0 50 100 150 200
Feet
City of Lubbock TEXAS
Date Exported: March 2025

1901-A



View south. Subject property.



View east.



View north.



View west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: SWC of 51st St and Slide Rd

Lots/Tracts: LONG BUSTER W95.16'OF L 103 & W95.16'OF N7'OF 102 & Lot 103

Survey & Abstract: LONG BUSTER W95.16'OF L 103 & W95.16'OF N7'OF 102 & Lot 103

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 0.30 +/- Acres

Existing Land Use: Vacant Existing Zoning: MDR & NC

Requested Zoning: AC - Auto-Urban Commercial

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: 7B Building and Development, LLC

Name: Brian Burnett, Asst. Project Manager

Address: 13015 Dover Ave City: Lubbock State: Texas

ZIP Code: 79424 Telephone: 806-239-5511 Email: bburnett@7bdev.com

Applicant's Signature: Brian Burnett

Date: 02/19/25 Printed Name: Brian Burnett

Owner Information

Firm Name:

Owner: Buslon, Inc.

Address: 5109 82nd St. Unit #7 PMB 1106 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-789-8676 Email: lisaa@nts-online.net

Property Owner's Signature: Lisa Alexander

Date: 02/19/2025 Printed Name: Lisa Alexander

Preparer Information

Preparer's Signature: Brian Burnett

Date: 02/19/2025 Printed Name: Brian Burnett

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

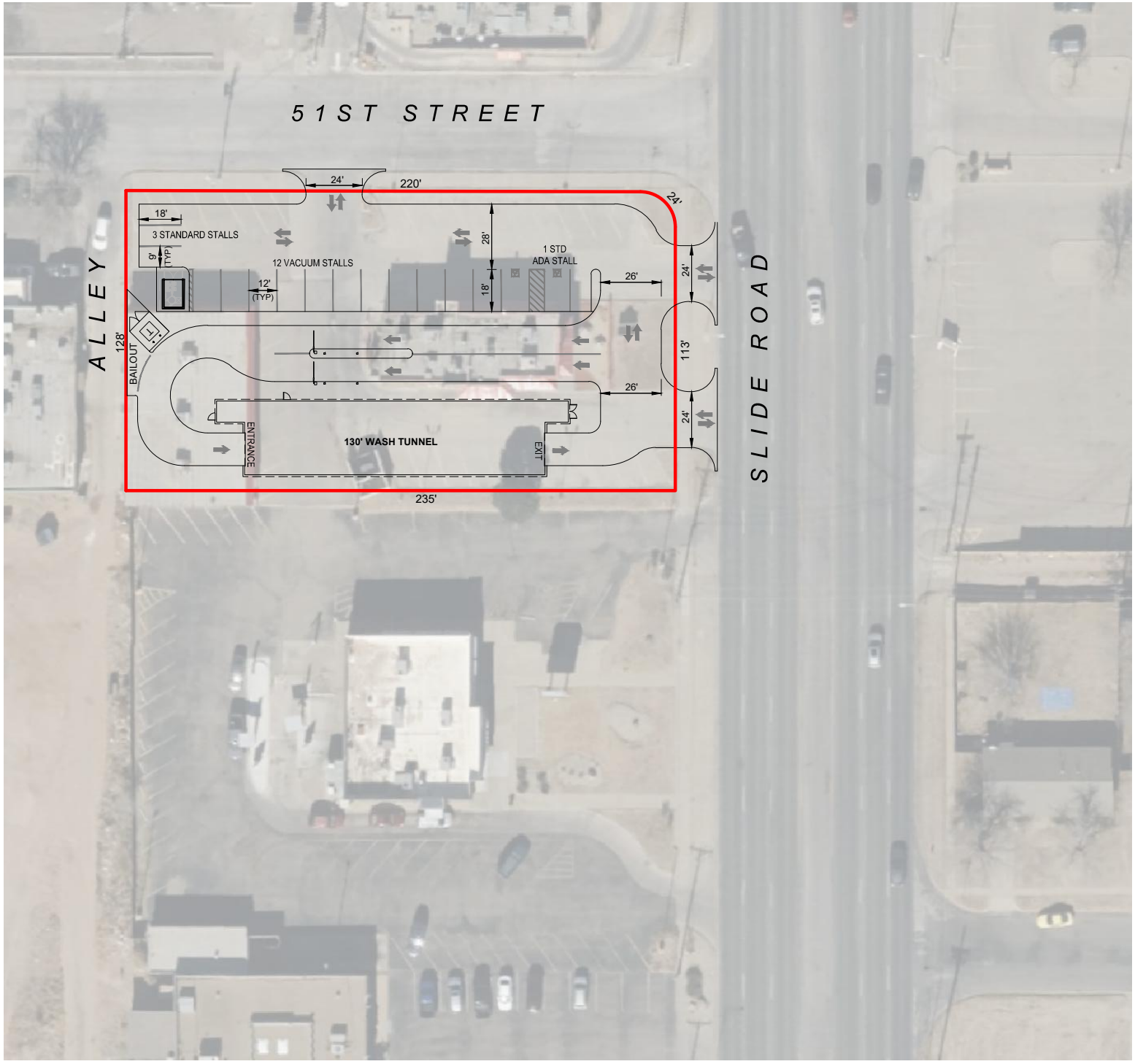
Request for zoning change from: To:

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.



0 30 60

1" = 60'

N

LEGEND

NOTES

Lot Size = 0.69±acres

Parking:
Employee: 5 spaces
Vacuum: 12 spaces

Site Plan for this property is based solely on information provided by the seller of said property and public data. Plan accuracy depends entirely upon information provided and is made without benefit of topographic or boundary survey, imposed building setbacks, restrictive development covenants, availability of public utilities, and location of any types of easement which may affect the utilization of the property.
This plan is for schematic purposes only and is not to be understood or construed as having provided engineering or surveying services.

Prepared For:

GRIME SCENE CAR WASH

Location:
Slide Road and 51st Street
Lubbock, Lubbock County, TX 79414

Plan By:
BURKHARDT
Phone: 937.388.0060
www.burkhardtinc.com

Development By:
7B Commercial Construction
13105 Dover Avenue
Lubbock, TX 79424
Phone: 806.368.7843

No.	Revision Desc.	Date
1	Original Issue Preliminary Site Plan Issue.	01.14.25
2	Revised per Developer's Comments.	01.23.25
3	Revised per Developer's Comments.	01.29.25
4	Revised per Developer's Comments.	01.29.25

Date:
01.29.2025

Sheet:
Preliminary Site Plan

Sheet No.:
1 of 1

25-xxx

BUILDING & DEVELOPMENT

To whom it may concern,

7B Building and Development, LLC ("**7BD**") is the preferred developer and general contractor for Grime Scene Car Wash ("**Grime Scene**"), a locally owned and operated tunnel-styled express car wash that has entered the Lubbock Market to compete with the national chains and provide a high-quality, community-focused car wash experience to Lubbock residents.

Grime Scene Car Wash is under contract to purchase an approximately 0.731 acre +/- property located at the southwest corner of 51st Street and Slide Road (the "**Property**").

According to the City of Lubbock Zoning Map, the Property is comprised of a mixture of Auto-Urban Commercial ("AC"), Medium Density Residential ("MDR"), and Neighborhood Commercial ("NC") zoning designations. To align with the existing Auto Urban Commercial ("AC") zoning on the parcel fronting Slide Rd, we are requesting to rezone the remaining portion of the property from MDR and NC to AC. This will allow for the development of Grime Scene Car Wash and its proposed use as an automated tunnel-styled car wash.

This project represents a multi-million-dollar investment in the community, bringing new development to an area that has not seen significant new construction in quite some time. We believe this will help revitalize the corridor while providing valuable service to residents and businesses nearby.

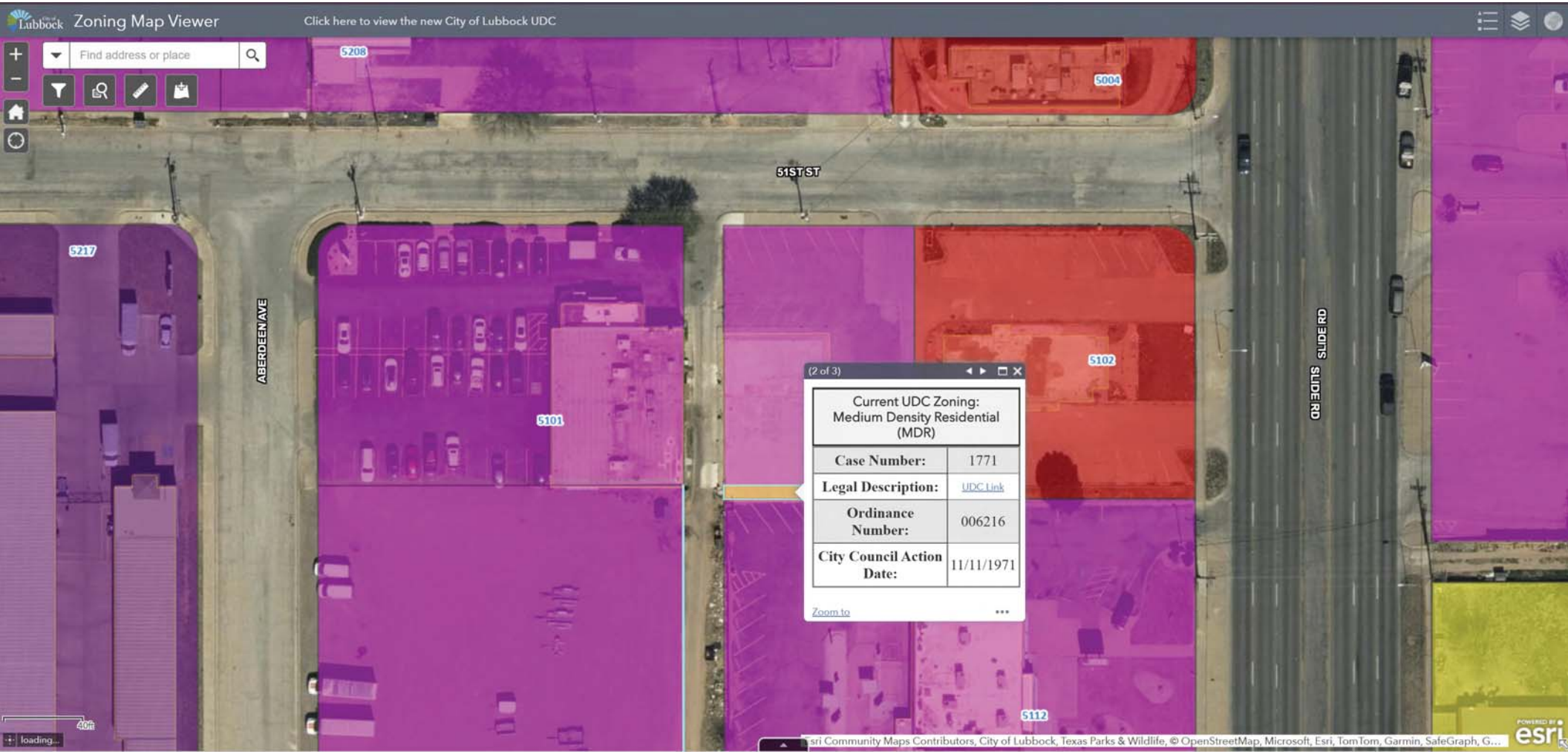
Best regards,

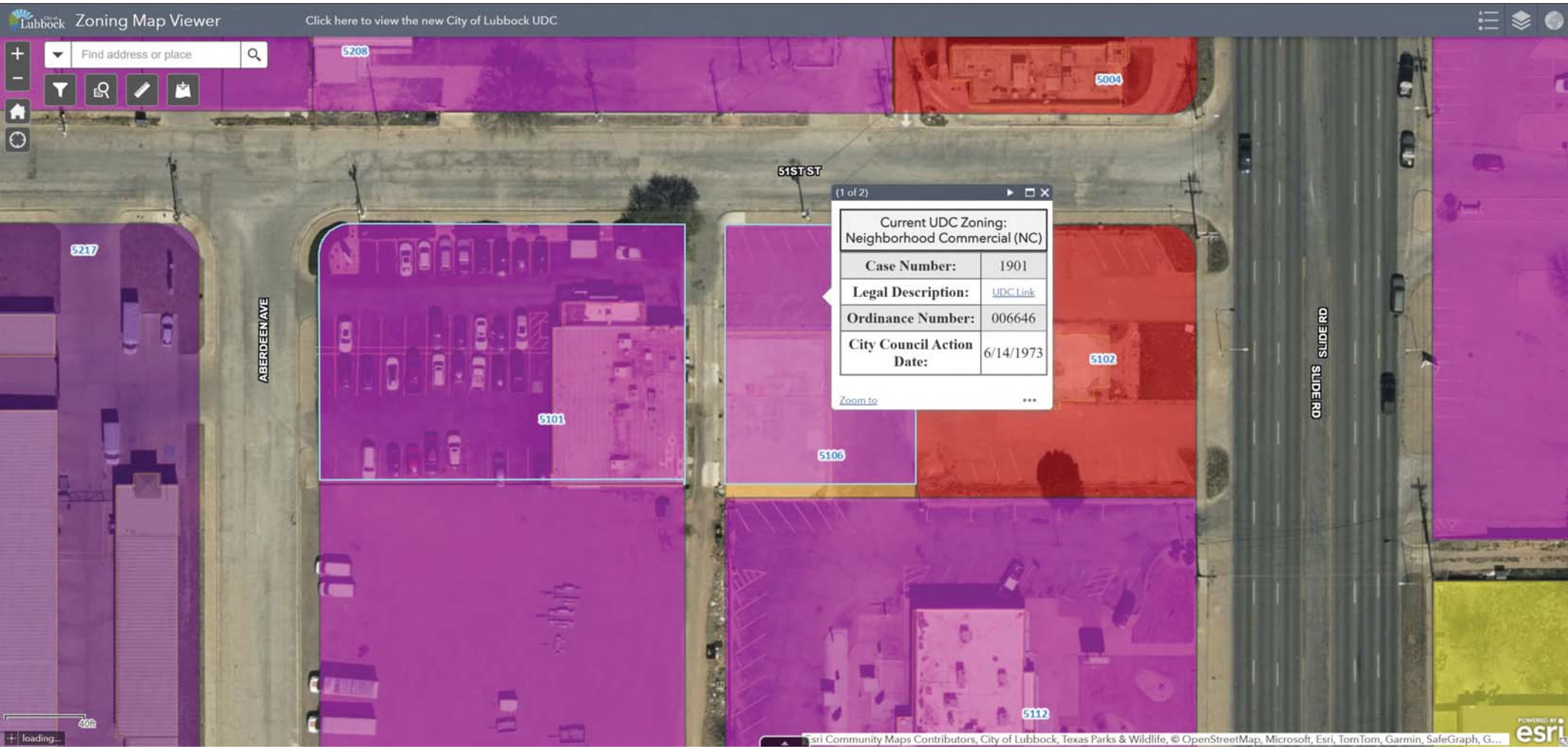
Brian Burnett
Development Asst. Project Manager

bburnett@7b.com
www.7bdev.com
(806) 239-5511
(806) 368-7843 x 408

13105 Dover Ave. Lubbock, TX 79424


PARLAY 2.0: Welcome, 7B. Your subscription is active.
5100 Slide Rd
Exit Street View
Slide Rd 5100
BURGER KING
© 2025 Google
Report a problem
Google Earth
Imagery Date: 7/2023 33°32'49.04" N 101°55'22.10" W elev 82 ft eye alt 8 ft


Zoning Map Viewer
Click here to view the new City of Lubbock UDC
Find address or place
5208
5004
51ST ST
5217
ABERDEEN AVE
5101
5102
SLIDE RD
SLIDE RD
(2 of 3)
Current UDC Zoning: Medium Density Residential (MDR)
Case Number: 1771
Legal Description: UDC Link
Ordinance Number: 006216
City Council Action Date: 11/11/1971
Zoom to
5112
40ft
loading...
Esri Community Maps Contributors, City of Lubbock, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, G...
esri


Zoning Map Viewer
Click here to view the new City of Lubbock UDC
Find address or place
5208
5004
51ST ST
(1 of 2)
Current UDC Zoning: Neighborhood Commercial (NC)
Case Number: 1901
Legal Description: UDC Link
Ordinance Number: 006646
City Council Action Date: 6/14/1973
Zoom to
5217
ABERDEEN AVE
5101
5106
5102
SLIDE RD
5112
40ft
loading...
sri Community Maps Contributors, City of Lubbock, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, G...
esri

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.:** ***1901-A***

In Favor V

Opposed ___

Reasons and/or Comments:

Print Name JOE AMBURN

Signature: Joe R Amburn

Address: ~~5040 52nd st~~ PO BOX 64667 LUB, 79464

Address of Property Owned: 5040 52 st

Phone Number: 806 7895008

Zone Case Number: **1901-A** R120448 Recipient 20 of 26

AMBURN, JOE R
PO BOX 64667
LUBBOCK TX 79464-4667

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1901-A***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Lisa Alexander

Signature: Lisa Alexander

Address: 5109-82nd Unit #7 PMB 1106 Lbk, TX 79424

Address of Property Owned: 5102-Slide Rd Lbk, TX 79424

Phone Number: 806-789-8676

Zone Case Number: **1901-A** R305198
BUSLON INC
BUSTER LONG 5109 82nd ST UNIT 7
LUBBOCK TX 79424-3000

Recipient 21 of 26

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MAR 31 2025
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1901-A***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Lisa Alexander c/o Buslon Inc

Signature: Lisa Alexander

Address: 5109 82nd St #7 PMB 1106 Lbk, TX 79424

Address of Property Owned: 5604 Slide Rd Lbk, TX 79424

Phone Number: 806-789-8676

Zone Case Number: **1901-A** R91294
LONG, BUSTER ESTATE
% BUSLON INC 5109 82nd ST #7 PMB 1106
LUBBOCK TX 79424

Recipient 23 of 26

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MAR 31 2025
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1901-A***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Lisa Alexander c/o Buslon Inc

Signature: Lisa Alexander

Address: 5109- 82nd Unit #7 PMB 1106 Lbk, TX 79424

Address of Property Owned: 5217- 51st Lbk, TX 79414

Phone Number: 806- 789- 8676

Zone Case Number: **1901-A** R25351
BUSLON INC
5109 82nd St #7 PMB 1106
LUBBOCK TX 79424

Recipient 2 of 26

RECEIVED
MAR 31 2025
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1901-A***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Lisa Alexander c/o Buslon

Signature: Lisa Alexander

Address: 5109 82nd PMB 1106 Lbk TX 79424

Address of Property Owned: 5131 Marsden Ave Lbk TX 79414

Phone Number: 806-789-8676

Zone Case Number: **1901-A** R25740

BUSLON INC

BUSTER LONG 5109 82nd ST UNIT 7

LUBBOCK TX 79424-3000

Recipient 6 of 26

RECEIVED
MAR 31
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1901-A***

In Favor ____

Opposed ____

Reasons and/or Comments:

Traffic congestion & increased noise concerns

Print Name DAVILA FAMILY LTD, Richard Dávila II - President

Signature: [signature]

Address: 5303 50th Street Lubbock Tx 79414

Address of Property Owned: 5303 50th Street Lubbock Tx 79414

Phone Number: 806.799.8950

Zone Case Number: **1901-A** R70835 Recipient 11 of 26

DAVILA FAMILY LTD
5303 50TH ST
LUBBOCK TX 79414

AI# 13372
Regular City Council Meeting 7. 3.
04/22/2025:

Information

Agenda Item

Public Hearing - Planning (District 4): Consider a request for Zone Case 3519, a request of AMD Engineering, LLC for Red Canyon Development, LLC, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 16002 Quaker Avenue, located west of Quaker Avenue and north of Woodrow Road, on 14.123 acres of unplatted land out of Block AK, Section 6, 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 April 3, 2025, and recommended approval of the request by a unanimous vote of 7-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3519
Staff Report 3519
Documentation 3519

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. 3519; A ZONING CHANGE FROM SF-2 TO AC ZONING DISTRICT AT 16002 QUAKER AVENUE, LOCATED WEST OF QUAKER AVENUE AND NORTH OF WOODROW ROAD, ON 14.123 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 6, 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. 3519

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2** to **AC** zoning district at **16002 Quaker Avenue, located west of Quaker Avenue and north of Woodrow Road, on 14.123 acres of unplatted land out of Block AK, Section 6,** 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:

FOR

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3519
April 3, 2025

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 6, BLOCK AK,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 14.123-acre Tract of land located in Section 6, BLOCK AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point at the most Southeast corner of Tract A, Woodrow Substation (CCFN: 2021006622) bears S 88° 16' 24" E an approximate distance of 9.47 feet from this corner;

THENCE S 01° 42' 32" W an approximate distance of 404.05 feet;

THENCE S 04° 34' 10" W an approximate distance of 150.55 feet;

THENCE N 88° 09' 02" W an approximate distance of 293.33 feet;

THENCE S 01° 37' 52" W an approximate distance of 290.21 feet;

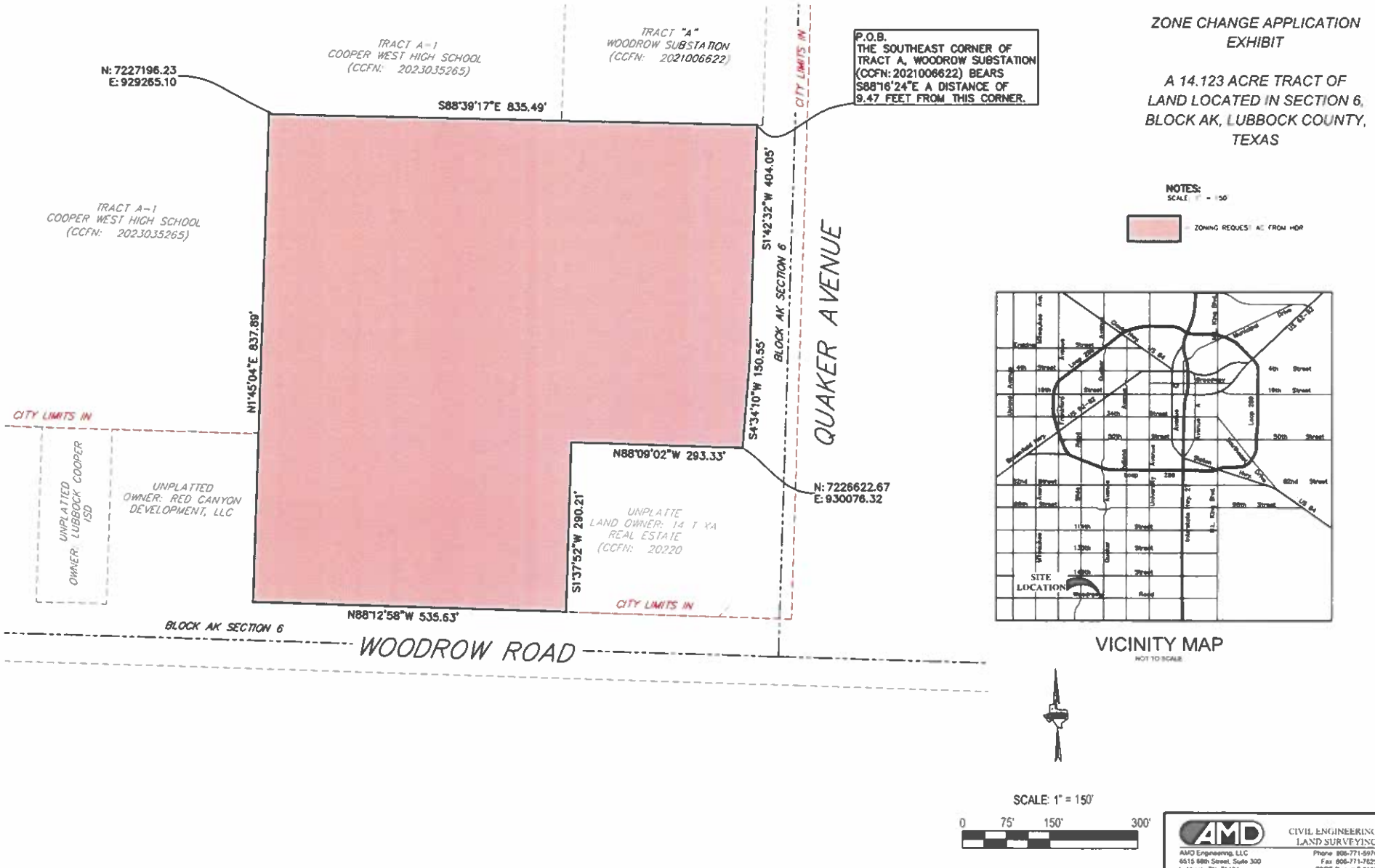
THENCE N 88° 12' 58" W an approximate distance of 535.63 feet;

THENCE N 01° 45' 04" E an approximate distance of 837.89 feet;

THENCE N S 88° 39' 17" E an approximate distance of 835.49 feet to the Point of Beginning and containing approximately 14.123-acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Red Canyon Development LLC
February 26, 2025


ZONE CHANGE APPLICATION EXHIBIT
A 14.123 ACRE TRACT OF LAND LOCATED IN SECTION 6, BLOCK AK, LUBBOCK COUNTY, TEXAS
NOTES:
SCALE: 1" = 150'
ZONING REQUEST AG FROM HDR
TRACT A-1
COOPER WEST HIGH SCHOOL
(CCFN: 2023035265)
TRACT "A"
WOODROW SUBSTATION
(CCFN: 2021006622)
CITY LIMITS IN
P.O.B.
THE SOUTHEAST CORNER OF TRACT A, WOODROW SUBSTATION (CCFN: 2021006622) BEARS S88°16'24"E A DISTANCE OF 9.47 FEET FROM THIS CORNER.
N: 7227196.23
E: 929265.10
S88°39'17"E 835.49'
S1°42'32"W 404.05'
BLOCK AK SECTION 6
QUAKER AVENUE
N1°45'04"E 837.89'
S4°34'10"W 150.55'
N88°09'02"W 293.33'
N: 7226622.67
E: 930076.32
S1°37'52"W 290.21'
UNPLATTED
OWNER: RED CANYON DEVELOPMENT, LLC
UNPLATTED
OWNER: LUBBOCK COOPER ISD
UNPLATTED
LAND OWNER: 14 T XA REAL ESTATE
(CCFN: 20220
N88°12'58"W 535.63'
BLOCK AK SECTION 6
WOODROW ROAD
SITE LOCATION
VICINITY MAP
NOT TO SCALE
SCALE: 1" = 150'
0 75' 150' 300'
AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 66th Street, Suite 300
Lubbock TX 79424
Phone 806-771-5976
Fax 806-771-7625
TBPE Reg # F-8197
Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 3519
City Council Meeting	April 22, 2025

Applicant AMD Engineering, LLC

Property Owner Red Canyon Development, LLC

Council District 4

Prior Board or Council Action

- December 13, 2022, Ordinance No. O0173: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from Transition District (T) to Low Density Single-Family (SF-2), with the adoption of the Unified Development Code.
- April 3, 2025, Zone Case 3519: The Planning and Zoning Commission recommended approval of a request for a zone change from Low Density Single-Family (SF-2) to Auto-Urban Commercial (AC) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 22
- Received In Favor: 5
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 14.123 acres of unplatted land out of Block AK, Section 6. Currently, the property is vacant.

Adjacent Property Development

The surrounding properties are zoned SF-2 to the west, north, and south, with the remainder of the surrounding property to the east and south being outside of the city limits. To the north and west is Lubbock-Cooper Liberty High School. There is an electrical substation to the north, and there is vacant property and homes to the east and south.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 16002 Quaker Avenue, located west of Quaker Avenue and north of Woodrow Road, on 14.123 acres of unplatted land out of Block AK, Section 6. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Auto-Urban Commercial District (AC)**

Intent Statements

The intent of the existing 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.

The intent of the requested Auto-Urban Commercial District (AC) is to provide for "a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity."

Traffic Network/Infrastructure Impacts
The location is along Quaker Avenue and Woodrow Road designated as Principal Arterial Streets by the Master Thoroughfare Plan, 2018. Arterial streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Low Density Residential land uses. Although the proposed zone change to AC would not be in conformance with this designation, the property is on the corner of two Principal Arterial Streets creating a retail node. Therefore, this request is in conformance with the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located on two Principal Arterial streets and is appropriate adjacent to nearby land uses.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zone change, and the uses allowed in the AC District. The property will need to be platted before further development can take place.

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. Response Letters

Staff Contacts

Sam Brackeen
Planner
Planning Department
806-775-2120
sbrackeen@mylubbock.us

Gregory Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3519

Allowable Uses: Auto-Urban Commercial (AC)

Transportation: The proposed development has points of access from Quaker Avenue and Woodrow Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Quaker Avenue, Principal Arterial (partial)	R.O.W. 24 feet, 2 lane, undivided, unpaved.	R.O.W. 66 feet, 5 lane, divided, paved.
Woodrow Road, Principal Arterial (partial)	R.O.W. 24 feet, 2 lane, undivided, paved.	R.O.W. 88 feet, 7 lane, divided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draf Planning and Zoning Commission Minutes

District 4

3.3 **Zone Case 3519:** AMD Engineering, LLC, for Red Canyon Development, LLC, request for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at:

- 16002 Quaker Avenue, located west of Quaker Avenue and north of Woodrow Road, on 14.123 acres of unplatted land out of Block AK, Section 6.

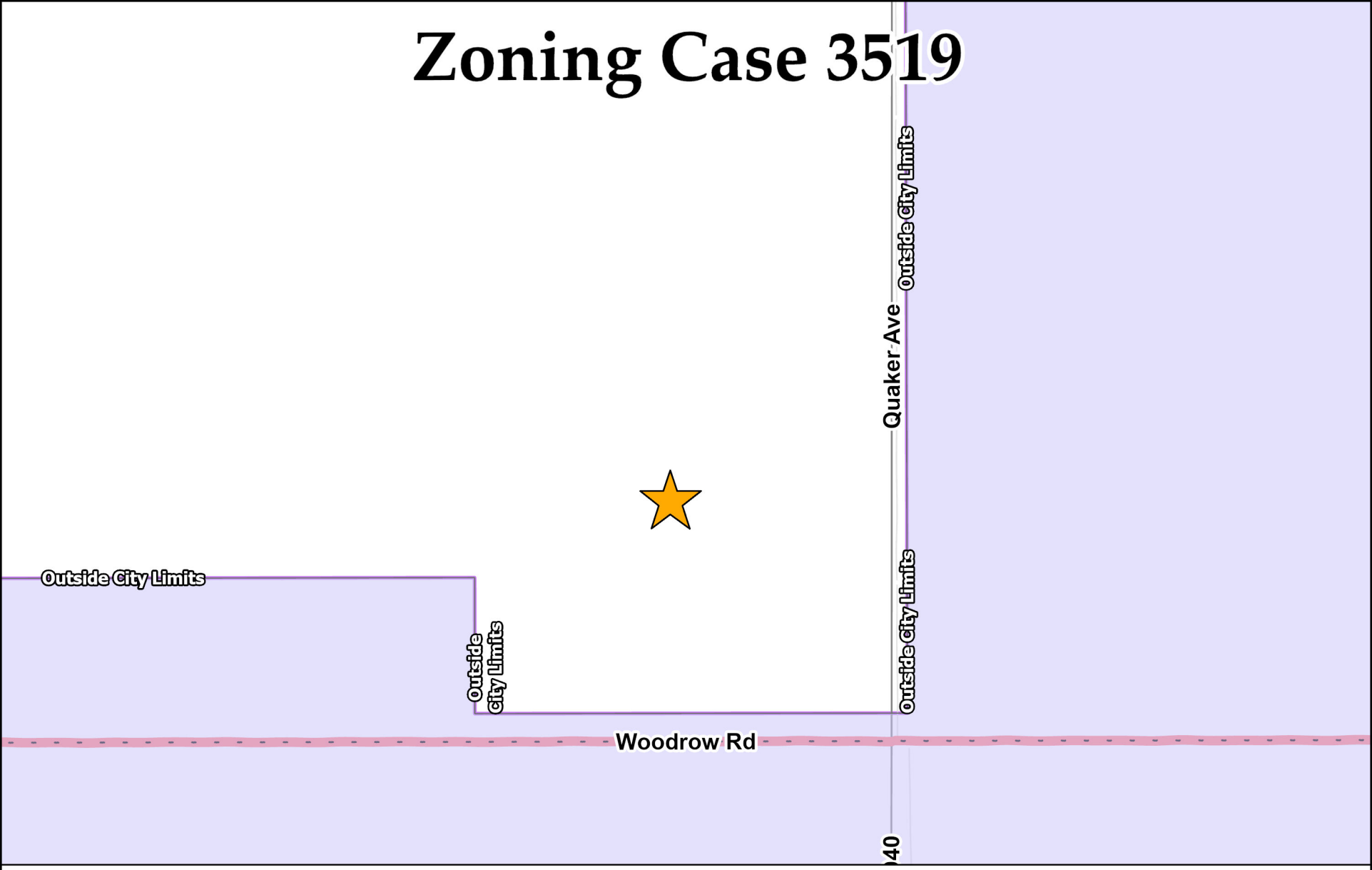
PLANNER SAM BRACKEEN gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT WILL STEPHENS, 6515 68th Street, with AMD Engineering, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition to the request.

In the matter of **Zone Case 3519**, a motion was made by **TANNER NOBLE** and seconded by **ROBERT WOOD** to approve the request as presented. The Commission voted 7 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

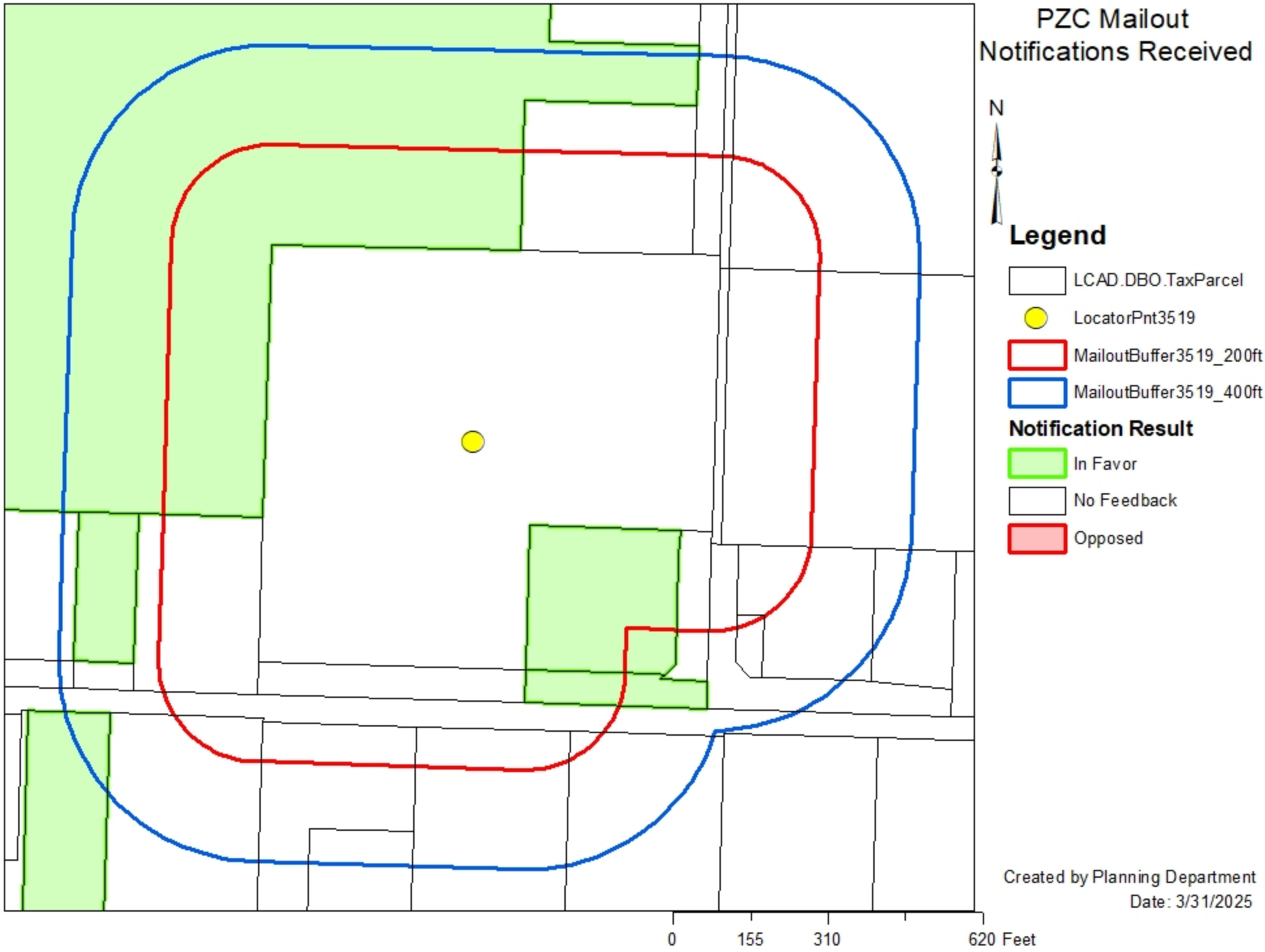
Zoning Case 3519



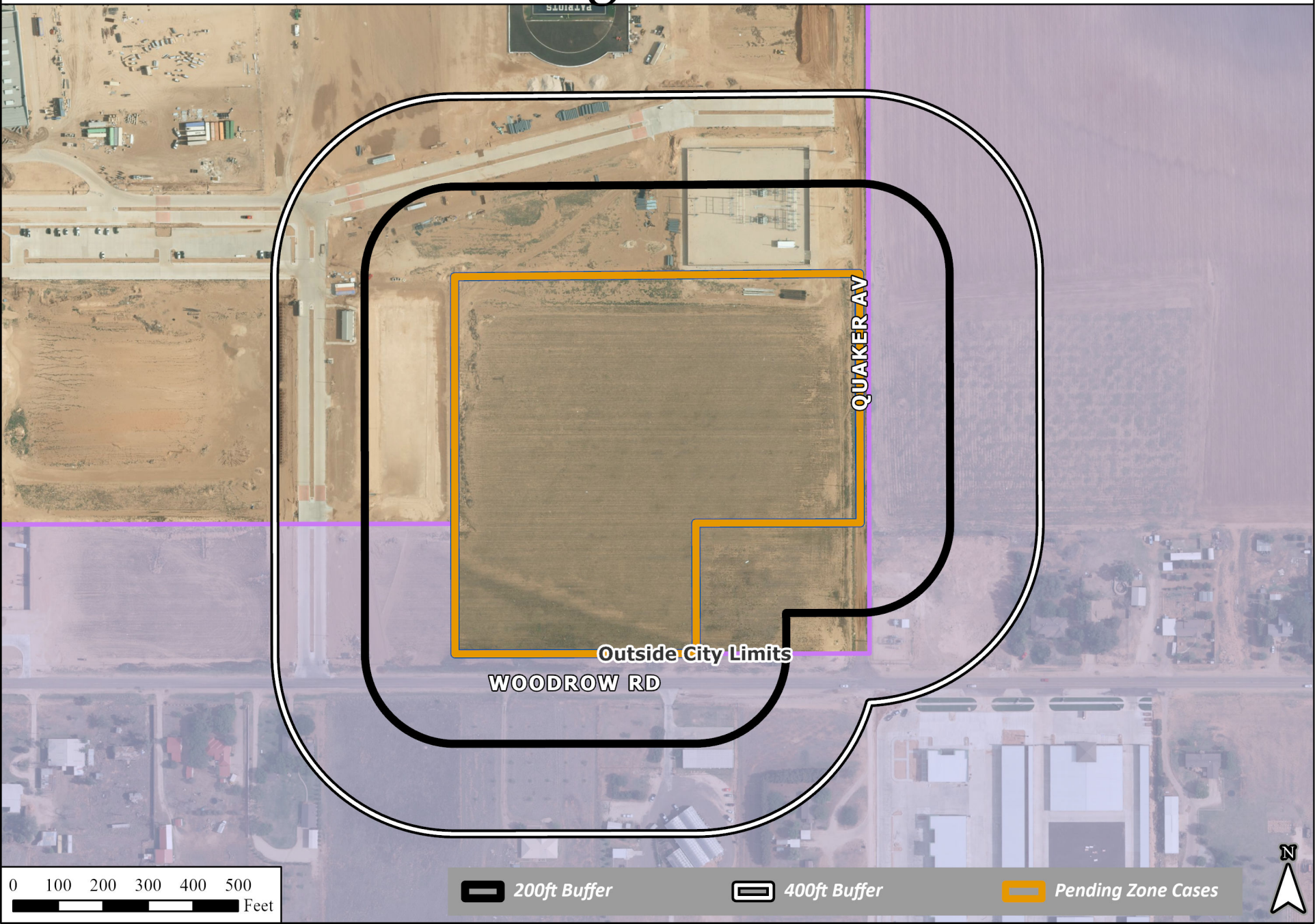
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

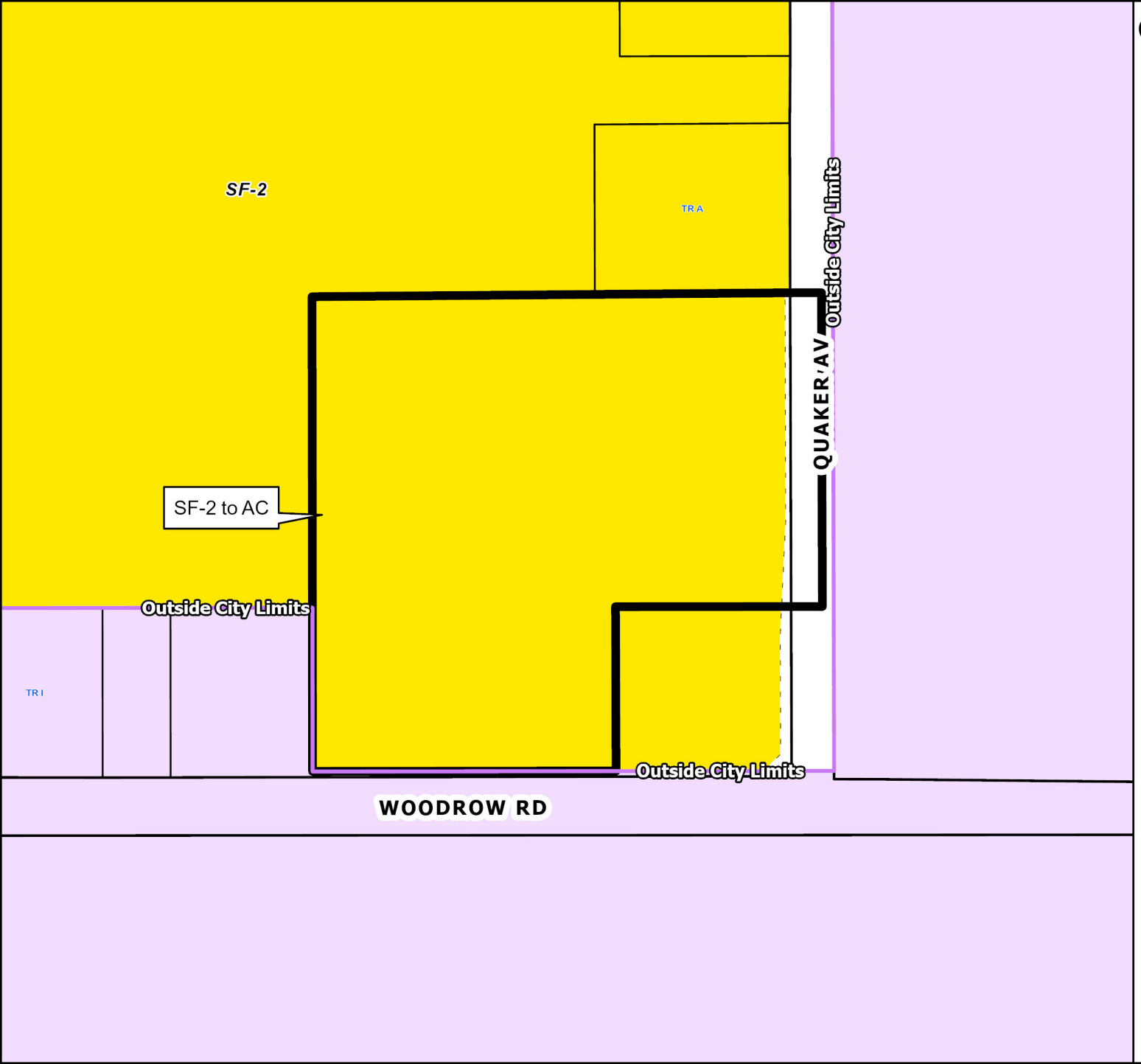
N
W E
S

Date Exported: March 2025


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
LocatorPnt3519
MailoutBuffer3519_200ft
MailoutBuffer3519_400ft
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 3/31/2025
0
155
310
620 Feet

Zoning Case 3519





Current Zoning
3519

Zoning Districts

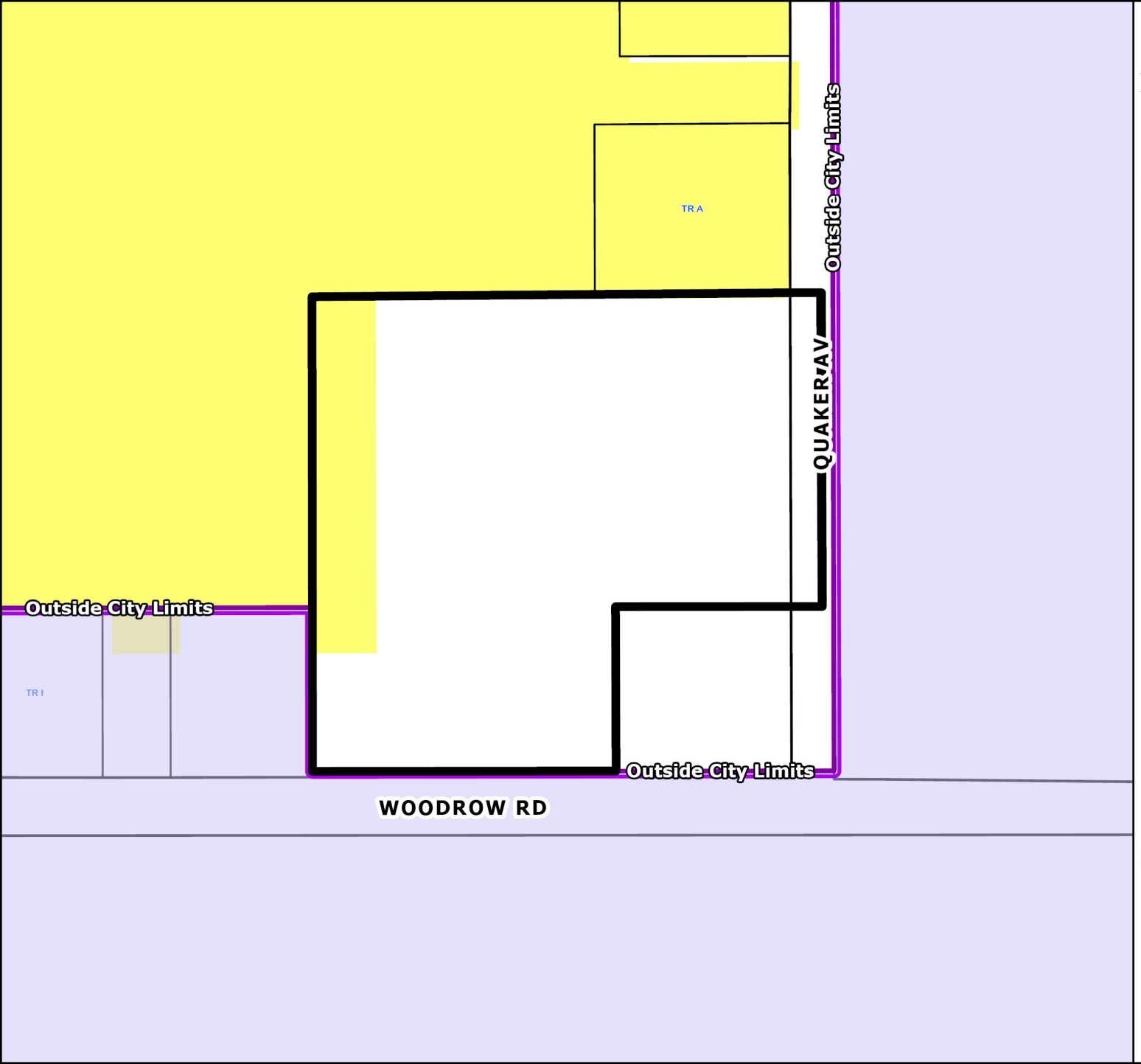
Low Density Single Family (SF-2)

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: March 2025



Future Land Use Plan
Case 3519

Residential Low Density

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: March 2025

3519



View west. Subject property.



View north.



View east.



View south.

Docusign Envelope ID: 64EE4E3B-28A9-4B10-8F74-E34D6346B3C1

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 16002 Quaker Ave, Lubbock, TX 79424 (Parcel ID:115819)

Lots/Tracts: Unplatted

Survey & Abstract: BLK AK, SEC 6, ABST 760

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 14.123

Existing Land Use: Undeveloped Existing Zoning: SF-2

Requested Zoning: AC-Auto-Urban Commercial

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature: W. Stephens

Date: 2-27-25 Printed Name: Will Stephens

Owner Information

Firm Name: Red Canyon Development, LLC

Owner: Blake Womble

Address: 5519 53rd Street, Suite 100 City: Lubbock State: TX

ZIP Code: 79414 Telephone: 806-441-9213 Email: blake.womble@gmail.com

Property Owner's Signature: DocuSigned by: Blake Womble 0BB81291ACE5426...

Date: 2/25/2025 Printed Name: Blake Womble

Preparer Information

Preparer's Signature: W. Stephens

Date: 2-27-25 Printed Name: Will Stephens

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3519***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Andrea Mitchell

Signature: [signature]

Address: 1201 S Taylor Amarillo, TX 79101

Address of Property Owned: 4414 Woodrow Rd Lubbock, TX 79424

Phone Number: 806.803.8007

Zone Case Number: **3519** R346641 Recipient 22 of 22
14 TEXAS REAL ESTATE LLC
1201 S TAYLOR ST
AMARILLO TX 79101-4313

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3519***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Andrea Mitchell

Signature: [signature]

Address: 1201 S. Taylor Amarillo, TX 79101

Address of Property Owned: 4414 Woodrow Rd. Lubbock, TX 79424

Phone Number: 806.803.8007

Zone Case Number: **3519** R347639 Recipient 2 of 22
14 TEXAS REAL ESTATE LLC
1201 S TAYLOR ST
AMARILLO TX 79101-4313

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3519***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Keith Bryant, Superintendent, Lubbock-Cooper ISD

Signature: Keith Bryant

Address: 13807 Indiana Lubbock, TX 79423

Address of Property Owned: 4530 Woodrow Road Lubbock, TX 79424

Phone Number: 806-993-2300

Zone Case Number: **3519** R343582 Recipient 11 of 22
LUBBOCK COOPER ISD
13807 INDIANA AVE
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.

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.:** ***3519***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Keith Bryant - Superintendent, Lubbock-Cooper ISD

Signature: Keith Bryant

Address: 13807 Indiana Ave. Lubbock, TX 79423

Address of Property Owned: 4530 Woodrow Road Lubbock, TX 79424

Phone Number: 806-993-2300

Zone Case Number: **3519** R338537 Recipient 13 of 22
LUBBOCK COOPER ISD
13807 INDIANA AVE
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.

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.:** ***3519***

In Favor ✓

~~*Opposed*~~ ____

Reasons and/or Comments:

Print Name Lee + JoBeth Lowery

Signature: Lee & Lowery Jo Beth Lowery

Address: 4521 Woodrow Lubbock TX 79423

Address of Property Owned: 4521 Woodrow " " "

Phone Number: 325 656-9888

Zone Case Number: **3519** R302207
LOWERY LEE O (TOD) & JO BETH (TOD)
PO BOX 65453
LUBBOCK TX 79464

Recipient 18 of 22

RECEIVED
MAR 31 2025
BY:

AI# 13373
Regular City Council Meeting 7. 4.
04/22/2025:

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3518, a request of AMD Engineering, LLC for Redeemer Church of Lubbock, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 6303 and 6305 130th Street, located south of 130th Street and east of Milwaukee Avenue, on 3.486 acres of unplatted land out of Block AK, Section 9, 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 April 3, 2025, and recommended approval of the request by a unanimous vote of 7-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3518
Staff Report 3518
Documentation 3518

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. 3518; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT AT 6303 AND 6305 130TH STREET, LOCATED SOUTH OF 130TH STREET AND EAST OF MILWAUKEE AVENUE, ON 3.486 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 9, 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. 3518

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2** to **HC** zoning district at **6303 and 6305 130th Street, located south of 130th Street and east of Milwaukee Avenue, on 3.486 acres of unplatted land out of Block AK, Section 9,** 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:

_____ FOR
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3518
April 3, 2025

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 9, BLOCK AK,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 3.486-acre tract of land located in Section 9, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point at the northwest corner of Section 9, Block AK bears N 01° 53' 33" E a distance of 40.00 feet and N. 88° 13' 11" W a distance of 1212.26 feet from this corner.

THENCE S 88° 13' 55" E an approximate distance of 126.01 feet;

THENCE Southeasterly along a curve to the right having a radius of 7958.00 feet, an arc length of 178.05 feet, a central angle of 1° 16' 55", a chord distance of 178.05 feet and a chord bearing of S 86° 40' 52" E to a point of intersection along the eastern property line of this tract;

THENCE S 01° 53' 33" W an approximate distance of 495.84 feet;

THENCE N 88° 06' 27" W an approximate distance of 304.00 feet;

THENCE N 01° 53' 33" E an approximate distance of 500.00 feet to the Point of Beginning and containing approximately 3.486-acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

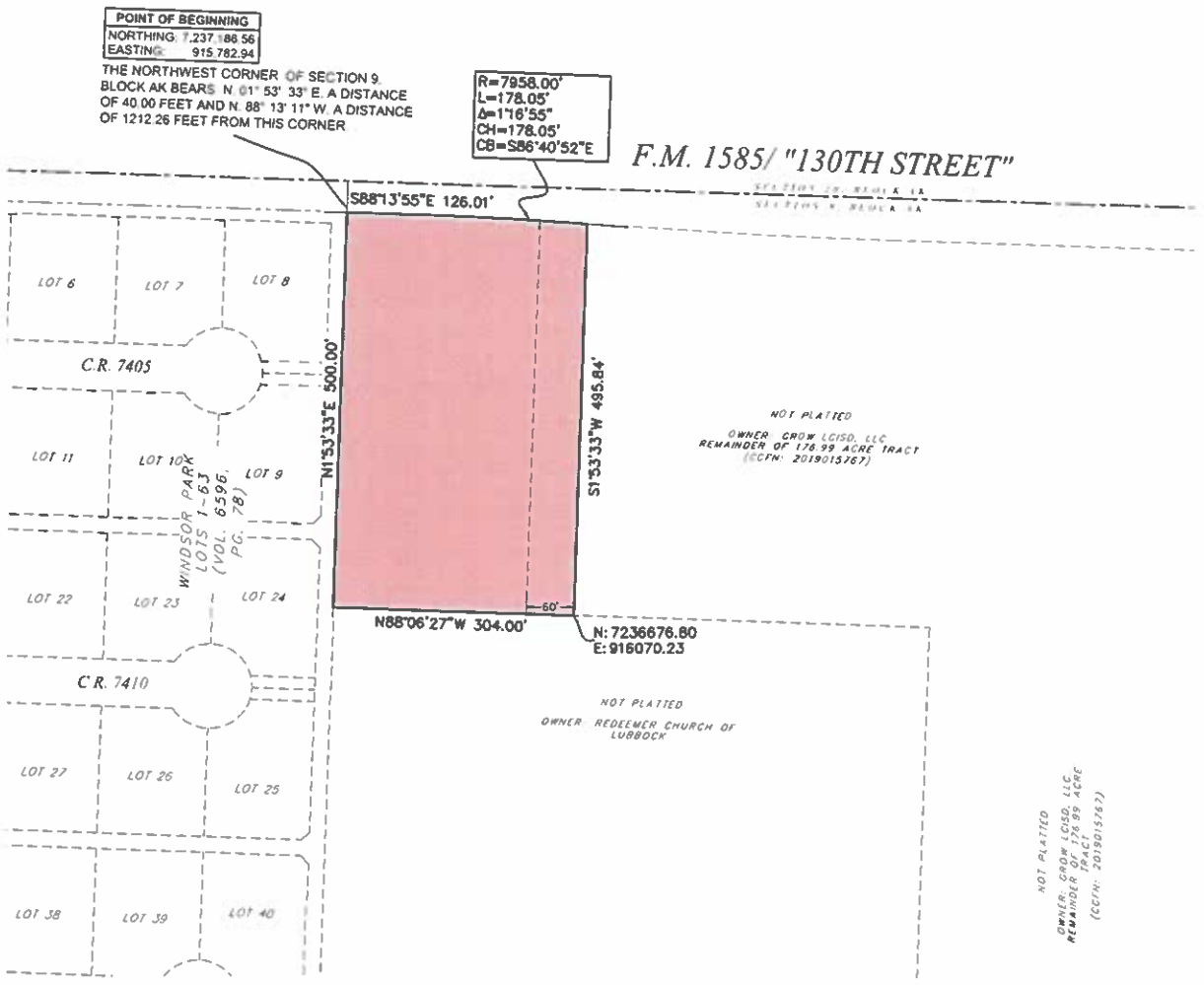
Prepared for: Redeemer Church of Lubbock
2/25/2025

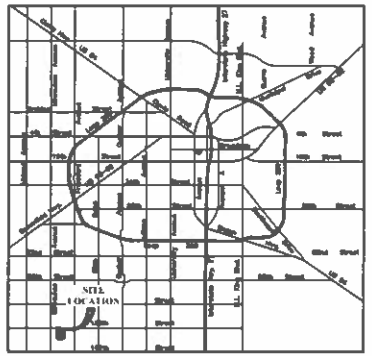
ZONE CHANGE APPLICATION EXHIBIT

A 3.486 ACRE TRACT OF LAND LOCATED IN SECTION 9, BLOCK AK, LUBBOCK COUNTY, TEXAS

NOTES:
SCALE: 1" = 150'

- ZONING REQUEST HC FROM SF-2





VICINITY MAP
NOT TO SCALE

SCALE: 1" = 150'

0 75' 150' 300'

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 66th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5076
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 3518
City Council Meeting	April 22, 2025

Applicant AMD Engineering, LLC

Property Owner Redeemer Church of Lubbock

Council District 5

Prior Board or Council Action

- December 4, 2008, Ordinance No. 2008-O0104: The subject properties were annexed into the city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject properties were rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- April 3, 2025, Zone Case 3518: The Planning and Zoning Commission recommended approval of a request for a zone change from SF-2 to Heavy Commercial District (HC) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject properties were annexed into the city December 4, 2008, and are currently undeveloped, unplatted land.

Adjacent Property Development

Properties to the west are outside the city limits and are developed with single-family homes. The land to the east, south, and north are zoned SF-2 and undeveloped.

Zoning Request and Analysis

Item Summary

The subject properties are addressed as 6303 and 6305 130th Street located south of 130th Street and east of Milwaukee Avenue, on 3.486 acres of unplatted land out of Block AK, Section 9. The applicant is requesting a zone change from Low Density Single-Family District (SF-2), to Heavy Commercial District (HC).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Heavy Commercial District (HC)**

Intent Statements

The purpose of the Low Density Single-Family (SF-2) district, is to provide two types of residential subdivisions:

A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.
B. Cluster. Clustering of smaller-sized lots for dwellings with in increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection."

The intent of the proposed 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 location is along the future Loop 88 frontage road, which the Master Thoroughfare Plan, 2018, designates as a freeway. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial land uses. This request is consistent with this designation and is in complete conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along future loop 88 and is appropriate adjacent to nearby land uses.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zoning, though additional improvements may be necessary.

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

Cassie Bermea
Planner
Planning Department
806-775-2103
cassiebermea@mylubbock.us

Gregory Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3518

Allowable Uses: Heavy Commercial District (HC)

Transportation: The proposed development has an access point from North Interstate 27.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Freeway, Future Loop 88	Future	R.O.W. 110 feet, six-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 5

3.4 **Zone Case 3518:** AMD Engineering, LLC, for Redeemer Church of Lubbock, request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- 6303 and 6305 130th Street, located south of 130th Street and east of Milwaukee Avenue, on 3.486 acres of unplatted land out of Block AK, Section 9.

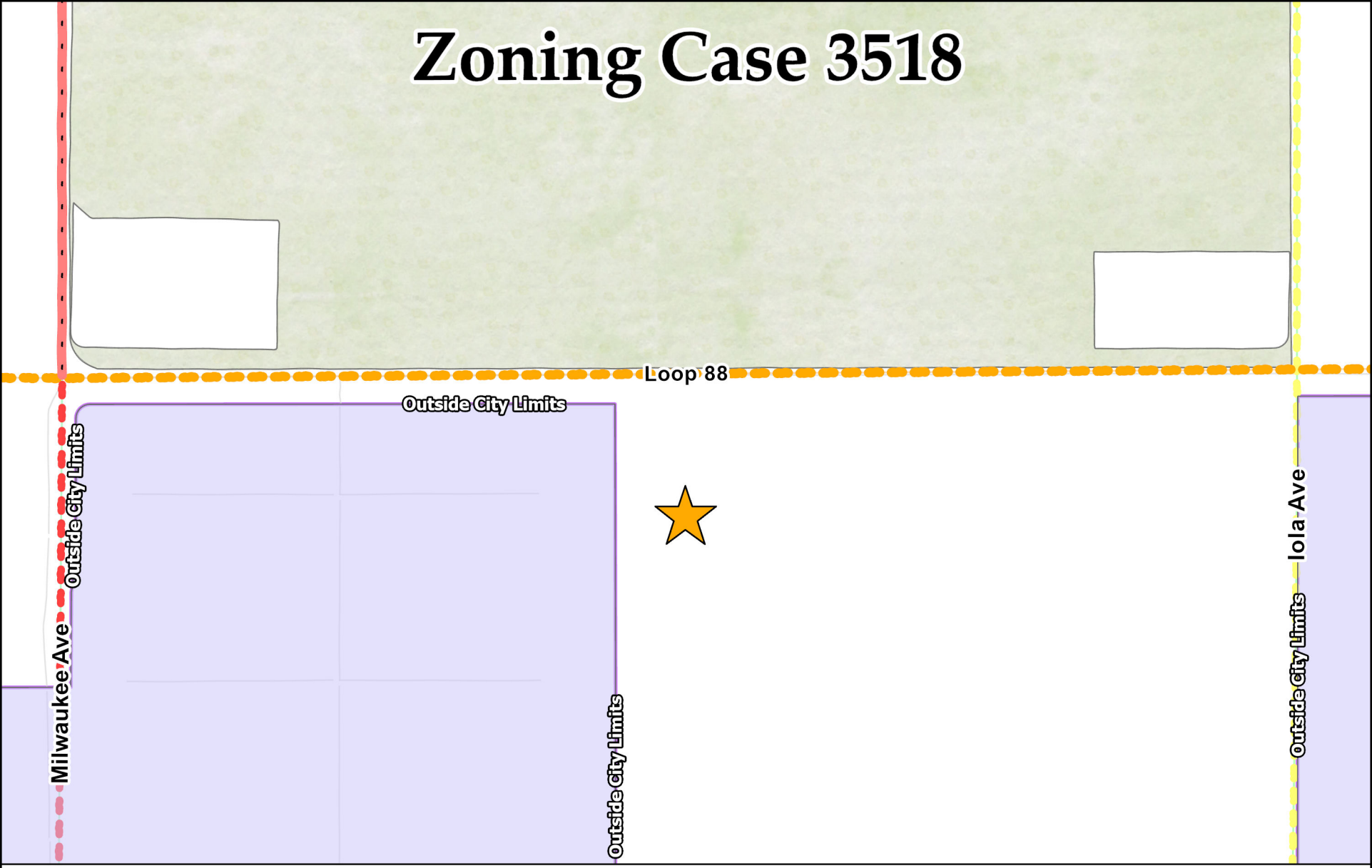
PLANNER CASSIE BERMEA gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT WILL STEPHENS, 6515 68th Street, with AMD Engineering, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition to the request.

In the matter of **Zone Case 3518**, a motion was made by **BRANDON HARDAWAY** and seconded by **DREW GRAY** to approve the request as presented. The Commission voted 7 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3518

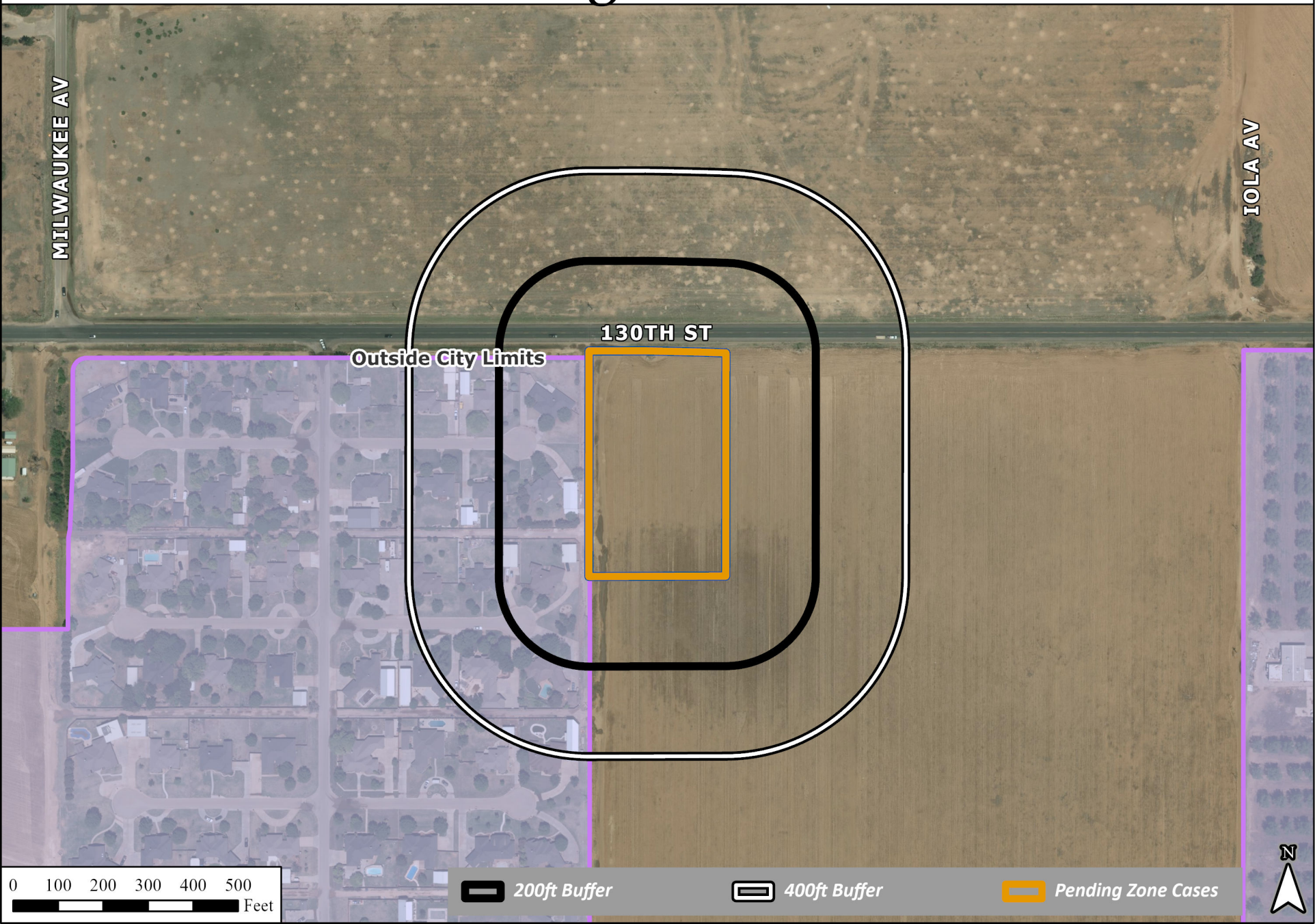


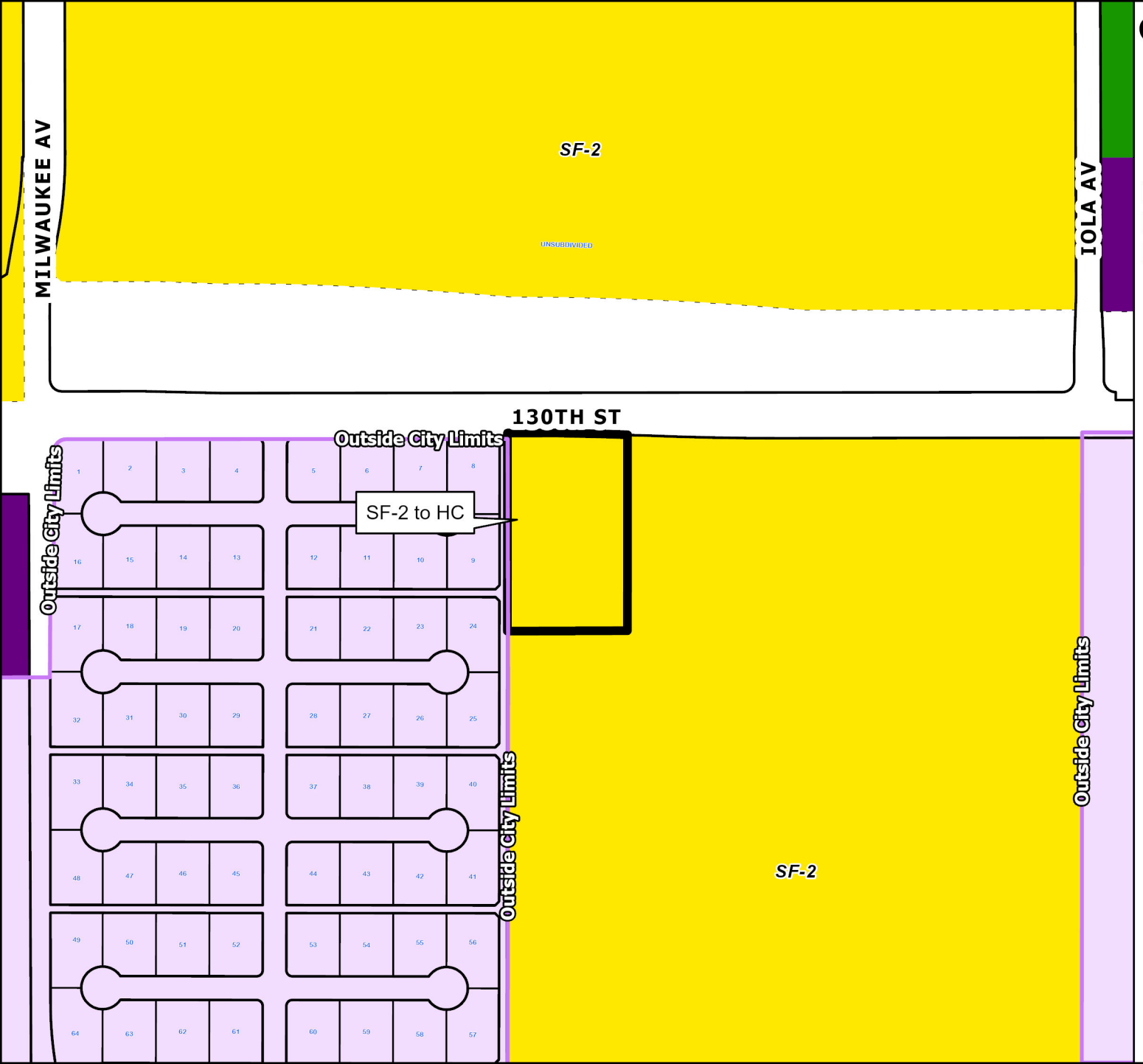
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: March 2025

Zoning Case 3518





Current Zoning
3518

Zoning Districts

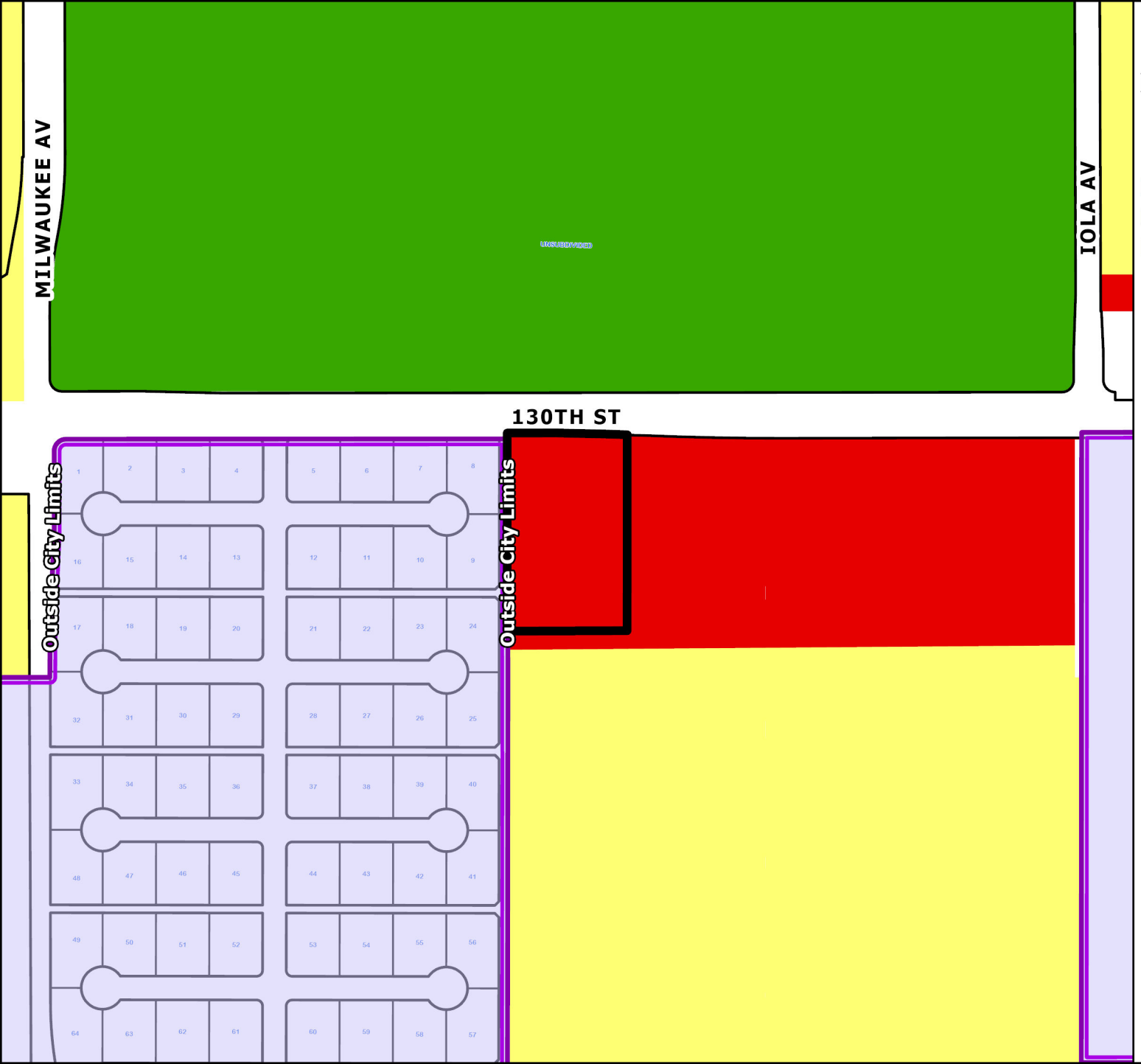
- Heavy Commercial (HC)
- High Density Residential (HDR)
- Low Density Single Family (SF-2)

N

0 100 200 300 400 500 Feet

City of Lubbock TEXAS

Date Exported: March 2025



Future Land Use Plan
Case 3518

- Commercial
- Parks
- Residential Low Density

N

0 100 200 300 400 500
Feet

City of Lubbock TEXAS

Date Exported: March 2025



East View



South View



West View.



North View.—Subject Property

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6305 & 6303 130th Street, Lubbock, TX, 79424

Lots/Tracts: Unplatted- PIN: 119945 & a portion of 119947

Survey & Abstract: BLK AK, SEC 9, ABST 161

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 3.486 acres

Existing Land Use: Undeveloped Existing Zoning: SF-2

Requested Zoning: HC- Heavy Commercial

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens

Address: 6515 68th St., Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature:

Date: 02/26/2025 Printed Name: Will Stephens

Owner Information

Firm Name: Redeemer Church of Lubbock

Owner:

Address: 6402 Elgin Ave City: Lubbock State: TX

ZIP Code: 79413 Telephone: 806-318-0355 Email: npn@steeplechaseventures.com

Property Owner's Signature:

Date: 2/25/25 Printed Name: Keenan Harris

Preparer Information

Preparer's Signature:

Date: 02/26/2025 Printed Name: Will Stephens

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.

AI# 13374
Regular City Council Meeting 7. 5.
04/22/2025:

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3521, a request of AMD Engineering, LLC for Barbara Beck, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), at 6602 104th Street, located west of Milwaukee Avenue and north of 104th Street, on 15 acres of unplatted land out of Block AK, Section 22, 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 April 3, 2025, and recommended approval of the request by a unanimous vote of 7-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3521
Staff Report 3521
Documentation 3521

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. 3521; A ZONING CHANGE FROM SF-2 TO NC ZONING DISTRICT AT 6602 104TH STREET, LOCATED WEST OF MILWAUKEE AVENUE AND NORTH OF 104TH STREET, ON 15 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 22, 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. 3521

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2** to **NC** zoning district at **6602 104th Street, located west of Milwaukee Avenue and north of 104th Street, on 15 acres of unplatted land out of Block AK, Section 22,** 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:

FOR
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3521
April 3, 2025

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 22, BLOCK AK,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 15.00-acre tract of land located in Section 22, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point at the northeast corner of Section 22, Block AK bears S 01°51'23" W a distance of 1240.48 feet and N 88°08'31" W a distance of 320 feet from this corner.

THENCE S 01° 51' 07" W an approximate distance of 842.01 feet;

THENCE N 88° 09' 09" W an approximate distance of 776.00 feet;

THENCE N 01° 51' 07" E an approximate distance of 842.16 feet;

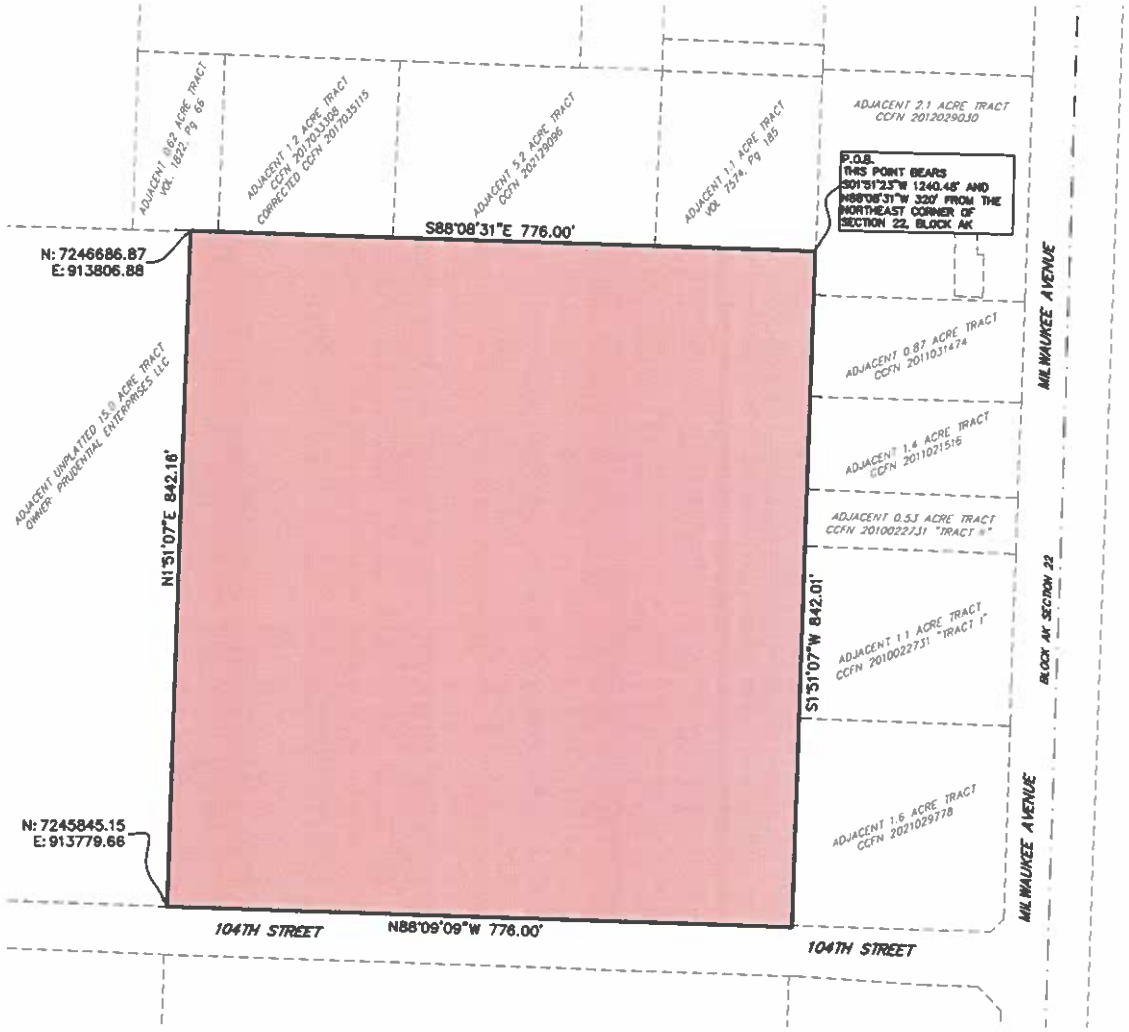
THENCE S 88° 08' 31" E an approximate distance of 776.00 feet to the Point of Beginning and containing approximately 15.00-acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared date: 2/27/2025

ZONE CHANGE APPLICATION EXHIBIT

A 15.00 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK AK, LUBBOCK COUNTY, TEXAS



NOTES:

SCALE: 1" = 150'

= ZONING REQUEST NC FROM SF-3



VICINITY MAP

NOT TO SCALE

SCALE: 1" = 150'

0 75' 150' 300'

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-0576
Fax: 806-771-7625
TBPE Reg # F-9197
Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 3521
City Council Meeting	April 22, 2025

Applicant AMD Engineering, LLC

Property Owner Barbara Beck

Council District 5

Prior Board or Council Action

- January 14, 1999, Ordinance No. 10117: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from Transition District (T) to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- April 3, 2025, Zone Case 3521: The Planning and Zoning Commission recommended approval of a request for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC) by a vote of 7-0-0

Notification Summary

- Notifications Sent: 25
- Received In Favor: 4
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 15 acres of unplatted land out of Block AK, Section 22, and is currently vacant.

Adjacent Property Development

Properties to the north are zoned Low Density Single-Family District (SF-2) and are either undeveloped or developed with single-family residences. To the east and west, the properties are zoned Low Density Single-Family District (SF-2) and are undeveloped. To the south, properties are zoned Low Density Single-Family District (SF-2) and Medium Density Residential District (MDR) and are developed with a mix of single-family and multi-family residences.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 6602 104th Street, located west of Milwaukee Avenue and north of 104th Street. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Neighborhood Commercial District (NC)**

Purpose Statements

The purpose of the Low Density Single-Family District (SF-2) is to provide for two types of residential subdivisions:

A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.

B. Cluster. Clustering of smaller-sized lots for dwellings with an increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection.

The purpose of the Neighborhood Commercial District (NC) zoning is "…to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses."

Traffic Network/Infrastructure Impacts
The subject property is located on 104th Street. The Master Thoroughfare Plan, 2018, designates 104th Street as a Collector Street. Collectors provide access and movement within residential, commercial and industrial areas.

Compatibility with Surrounding Property
Although the property is currently surrounded by SF-2 zoning, it is in close proximity to Milwaukee Avenue. The subject property is buffered from Milwaukee Avenue by City of Lubbock owned properties and a 1.54-acre tract of SF-2 zoned property at the southeast corner of 104th Street and Milwaukee Avenue. The property's proximity to Milwaukee Avenue contributes to the proposed zone change being compatible with the character of other commercial properties in the area with similar access to Milwaukee Avenue.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for low-density single family land uses. Although the proposed zone change to Neighborhood Commercial District is not in conformance with the residential designation, its proximity to Milwaukee Avenue combined with the undeveloped City of Lubbock property serving as a buffer makes a zoning change to commercial use appropriate.

Conformance with Zoning Ordinance
The proposed zone change is compatible 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 zone change and the uses allowed in the NC District. The property will need platted before further development can take place.

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 Replies

Staff Contacts
Jamie Magar
Planner
Planning Department
806-775-2107
jmagar@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3521

Allowable Uses: Neighborhood Commercial District (NC)

Transportation: The proposed development has a point of access from 104th Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
104th Street, Collector Street, *Incomplete*	R.O.W 64 feet, two-lane, undivided, paved.	R.O.W 64 feet, two-lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 5

3.5 **Zone Case 3521:** AMD Engineering, LLC, for Barbara Beck, request for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), at:

- 6602 104th Street, located west of Milwaukee Avenue and north of 104th Street, on 15 acres of unplatted land out of Block AK, Section 22.

PLANNER JAMIE MAGAR gave a presentation and answered questions from the Commission. Staff has no objection to the request.

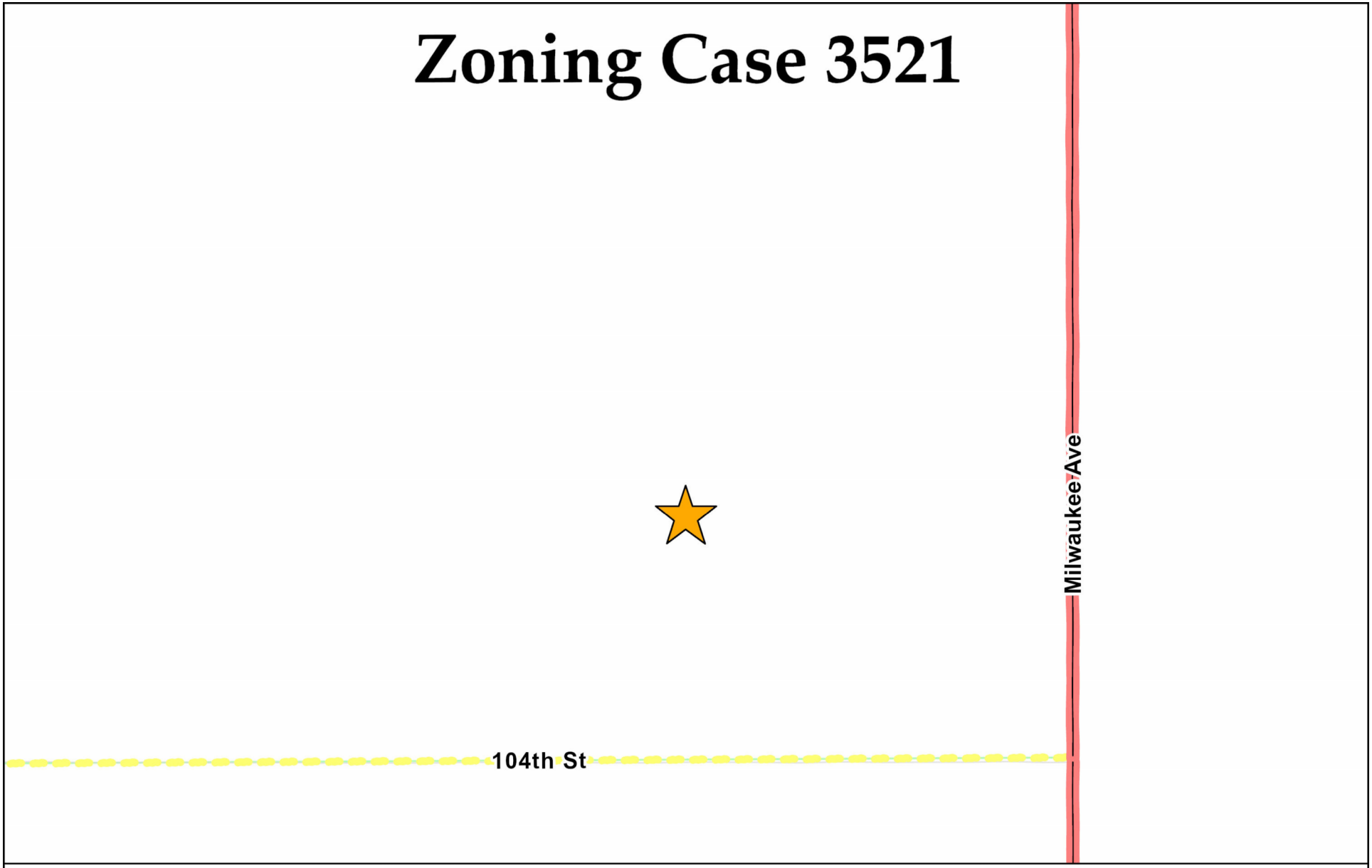
APPLICANT WILL STEPHENS, 6515 68th Street, with AMD Engineering, gave comments about the request and answered questions from the Commission.

IN OPPOSITION KEVIN KENNY, 6619 100th Street, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor to the request.

In the matter of **Zone Case 3521**, a motion was made by **ROBERT WOOD** and seconded by **BRANDON HARDAWAY** to approve the request as presented. The Commission voted 7 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

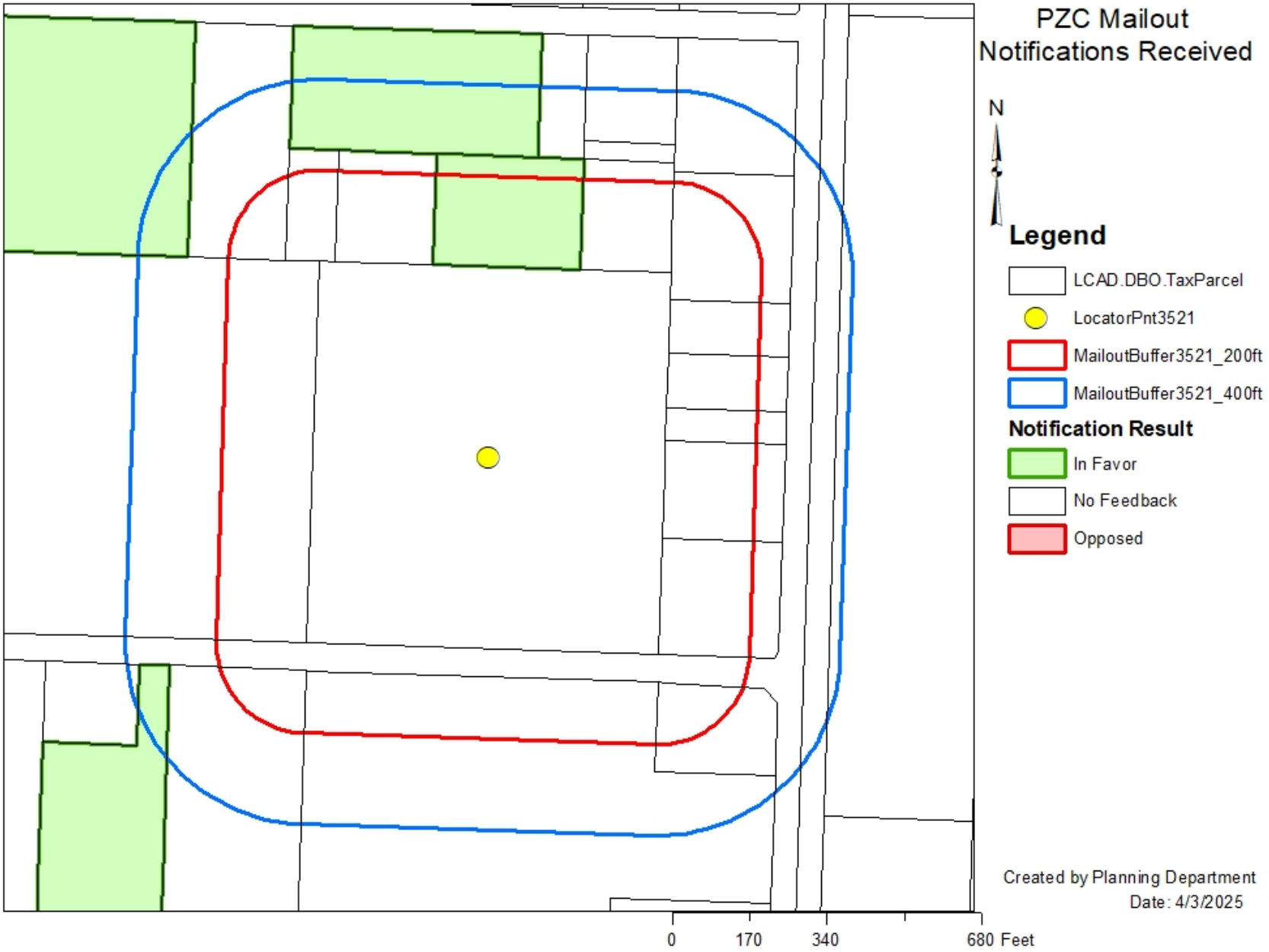
Zoning Case 3521



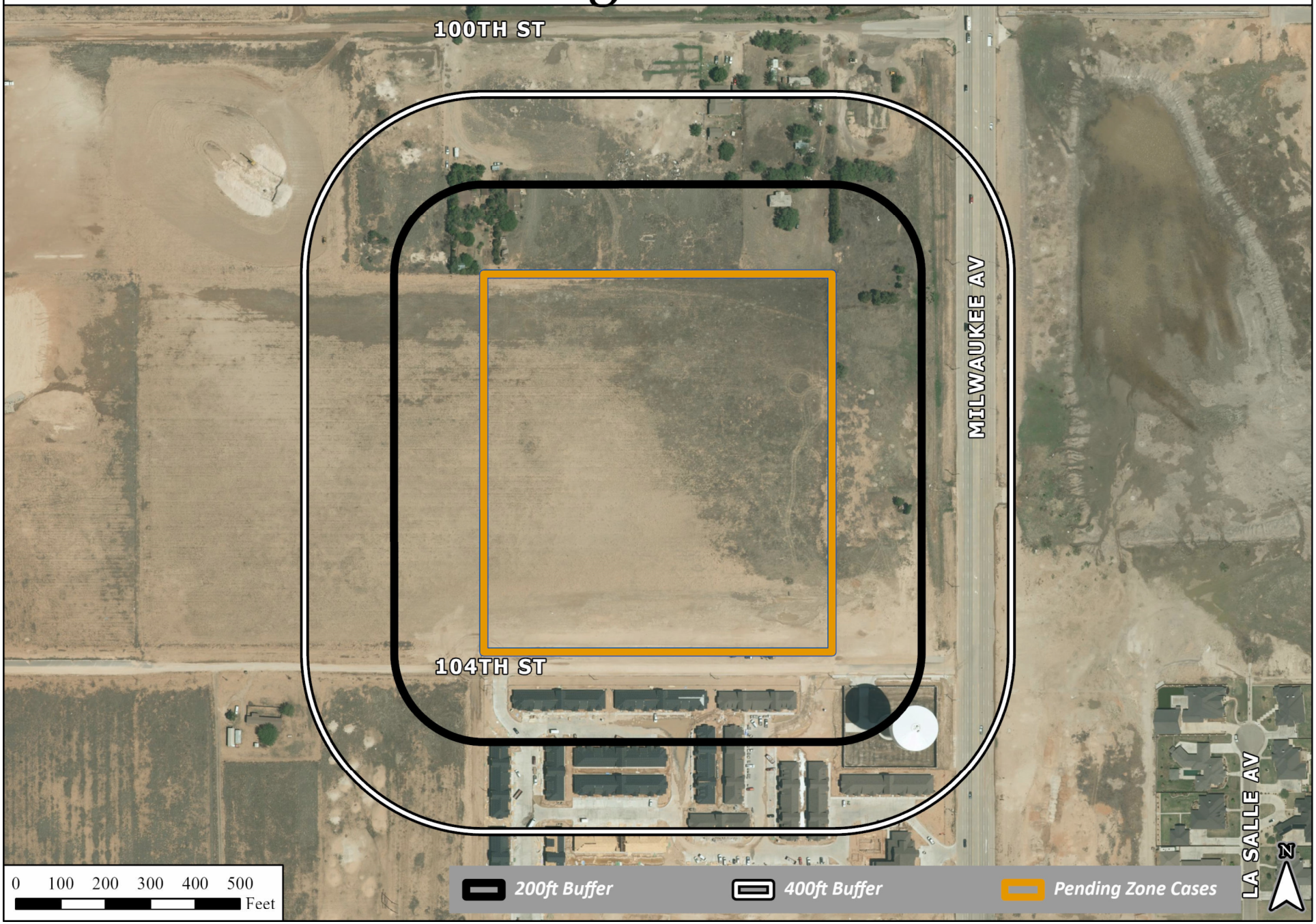
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

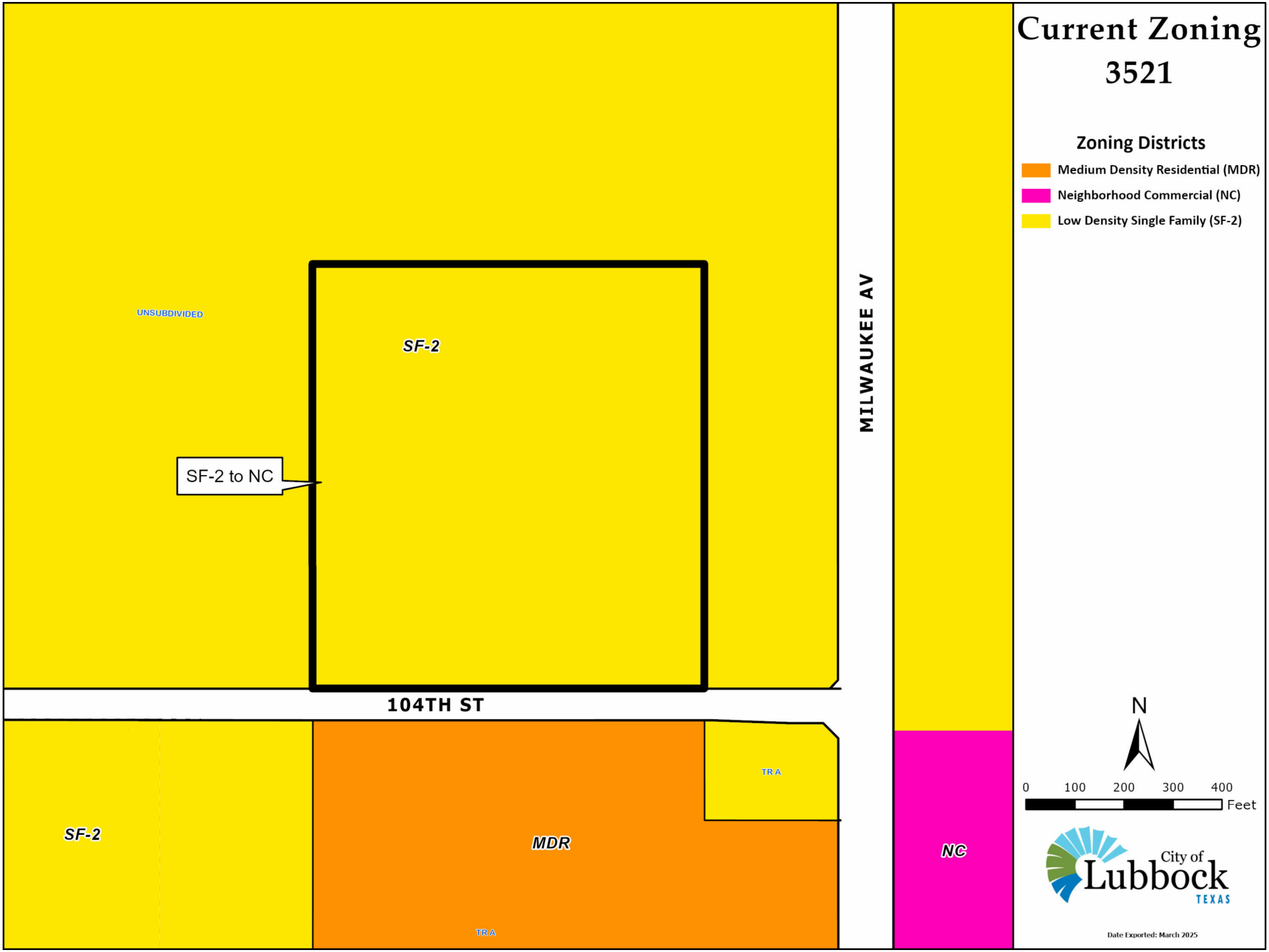
N
W E
S

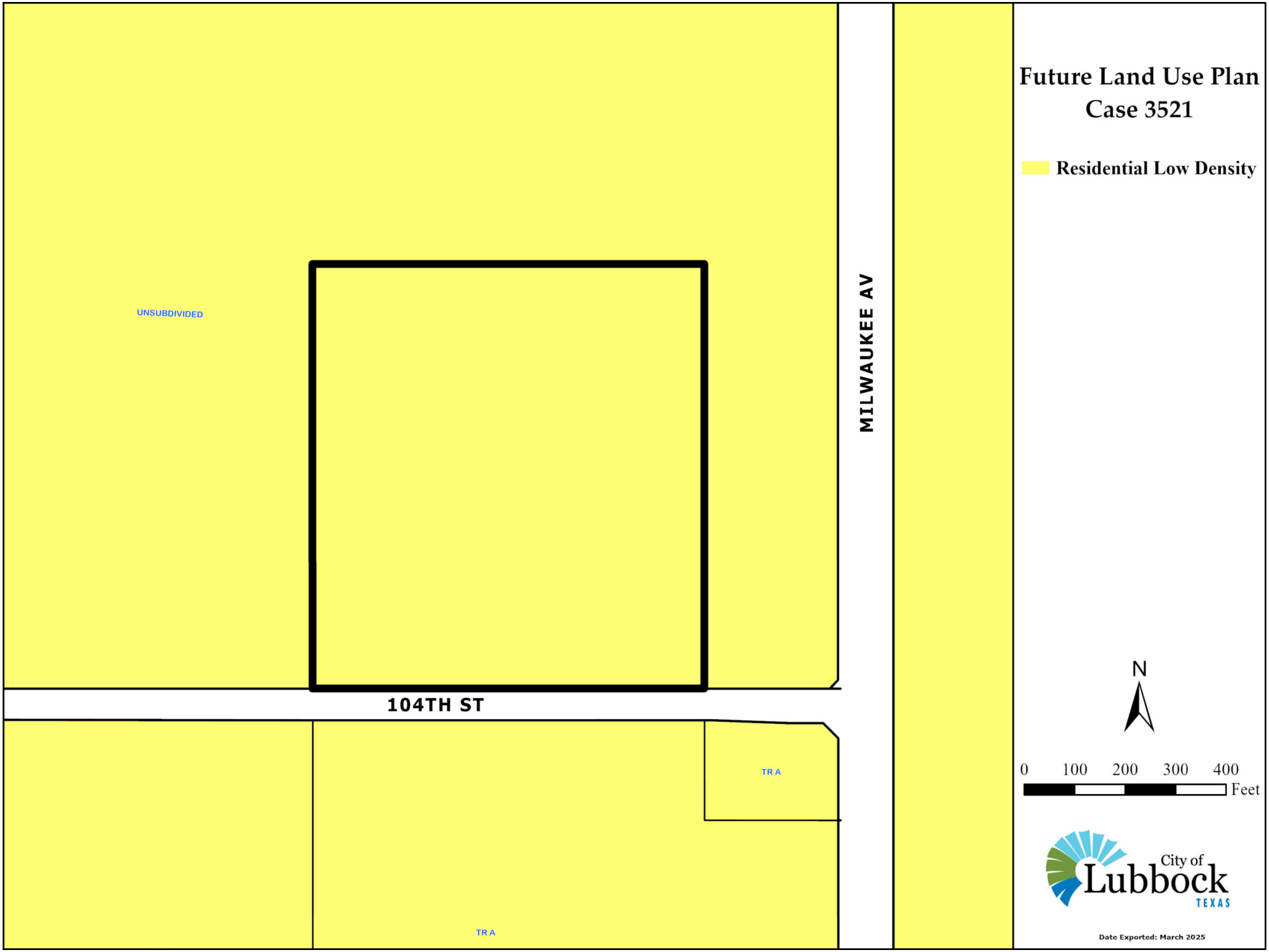
Date Exported: March 2025


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
LocatorPnt3521
MailoutBuffer3521_200ft
MailoutBuffer3521_400ft
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 4/3/2025
0
170
340
680 Feet

Zoning Case 3521




Current Zoning
3521
Zoning Districts
Medium Density Residential (MDR)
Neighborhood Commercial (NC)
Low Density Single Family (SF-2)
UNSUBDIVIDED
SF-2
SF-2 to NC
MILWAUKEE AV
104TH ST
SF-2
MDR
TR A
TR A
NC
N
0 100 200 300 400
Feet
City of Lubbock TEXAS
Date Exported: March 2025



Future Land Use Plan
Case 3521

Residential Low Density

N

0 100 200 300 400
Feet

City of Lubbock TEXAS

Date Exported: March 2025

3521



View north. Subject property.



View south.



View west.



View east.

Authentisign ID: 125EA5B8-25F5-EF11-88F8-002248264582

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6602 104th Street, Lubbock, TX, 79424

Lots/Tracts: Unplatted- PIN: 74877

Survey & Abstract: BLK AK, SEC 22, ABST 749

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 15.00-acres

Existing Land Use: Undeveloped Existing Zoning: SF-2

Requested Zoning: NC- Neighborhood Commercial

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature:

Date: 2/27/2025 Printed Name: Will Stephens

Owner Information

Firm Name:

Owner: Barbara Beck

Address: 5722 88th. St. City: Lubbock State: Tx

ZIP Code: 79424 Telephone: 806 670 7417 Email: babsolo66@yahoo.com

Property Owner's Signature: Barbara Beck 02/27/25

Date: February 26, 2025 Printed Name: Barbara Beck

Preparer Information

Preparer's Signature:

Date: 2/27/2025 Printed Name: Will Stephens

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

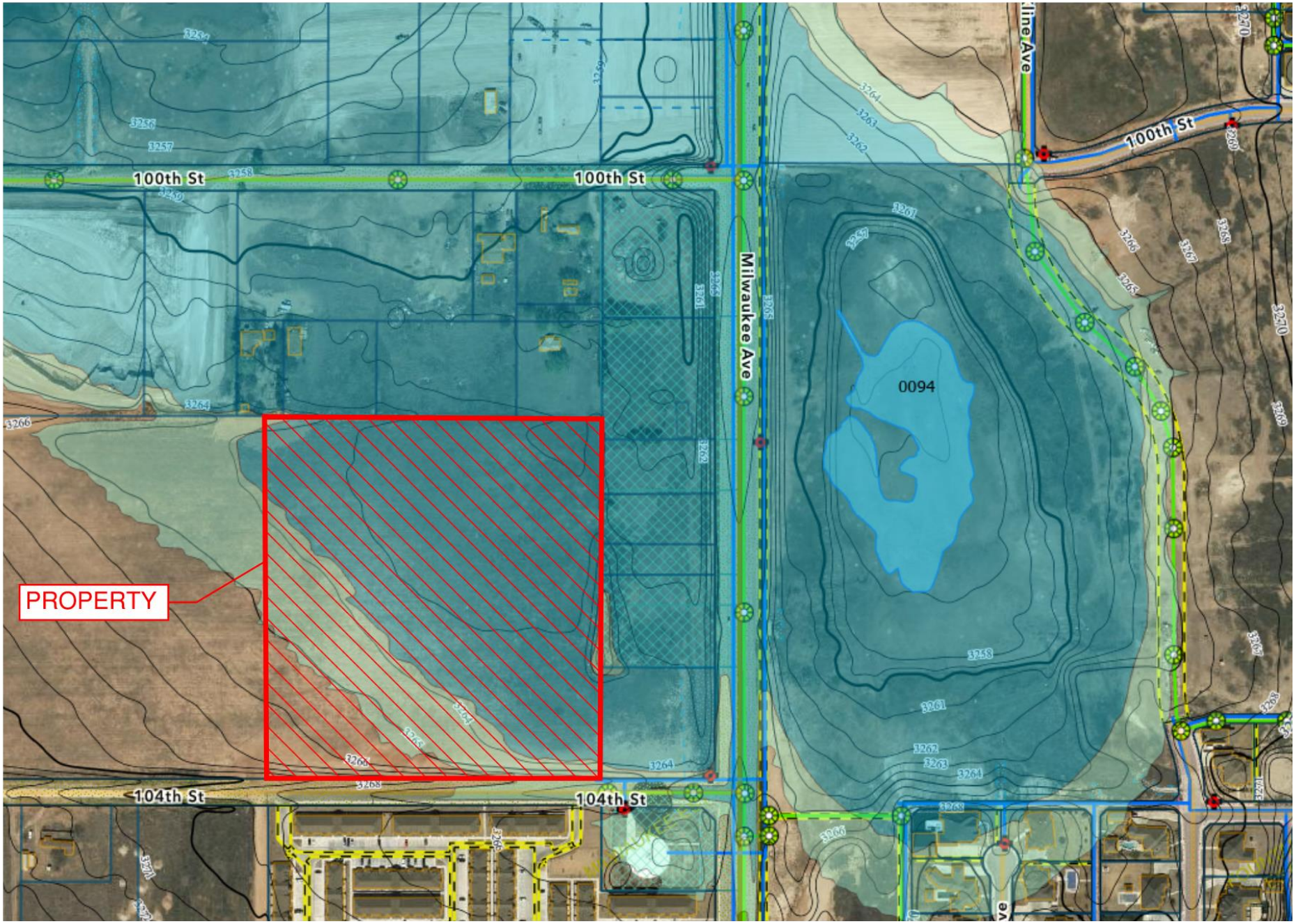
Request for zoning change from: To:

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.


100th St
100th St
100th St
Milwaukee Ave
0094
PROPERTY
104th St
104th St

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.:** ***3521***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Marc Shipton

Signature: [signature]

Address: 6306 Iola Ave Ste. 200 Lubbock TX

Address of Property Owned: 6703 100th St.

Phone Number: amoore@cmsproperties.inc.com

Zone Case Number: **3521** R30236 Recipient 25 of 25

DENIM SKY CAPITAL LTD
6306 IOLA AVE STE 200
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

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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.:** ***3521***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Marc Shipton

Signature: Marc Shipton

Address: 6306 Iola Ave Ste. 200 Lubbock TX

Address of Property Owned: 6521 100th St.

Phone Number: amoore@cmspropertiesinc.com

Zone Case Number: **3521** R32138 Recipient 7 of 25
DENIM SKY CAPITAL LTD
6306 IOLA AVE STE 200
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3521***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Marc Shipton

Signature: [signature]

Address: 6306 Iola Ave Ste 200 Lubbock, TX

Address of Property Owned: 6523 100th St.

Phone Number: amoore@cmspropertiesinc.com

Zone Case Number: **3521** R32036 Recipient 6 of 25
DENIM SKY CAPITAL LTD
6306 IOLA AVE STE 200
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3521***

In Favor ✓

Opposed ____

Reasons and/or Comments:

My property is located at 6619 CR 7230 Lubbock, TX 79424
As development grows in this area I support a commercial center at that location to provide closer resources to surrounding neighborhoods. In the future I would also be seeking neighborhood commercial for my property at above mentioned address.

Print Name Steven Pate Brock

Signature: Steven Brock

Address: 21120 Secretariat Ridge Lane Pflugerville TX 78660

Address of Property Owned: 6619 CR 7230 Lubbock, TX 79424 (R29838)

Phone Number: 512-775-6979

Zone Case Number: **3521**
BROCK, STEPHEN PATE
21120 SECRETARIAT LN
PFLUGERVILLE TX 78660

R29838

Recipient 22 of 25

AI# 13385
Regular City Council Meeting 7. 6.
04/22/2025:

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement with Nicolett Land Company, LLC, for the requested annexation of an area of land generally described as 121.80 acres, adjacent to and south of 130th Street (Loop 88) and west of Milwaukee Avenue, into the City of Lubbock corporate limits, along with the adjacent right-of-way.

Item Summary

Nicolett Land Company, LLC is the owner of the tract of land containing approximately 121.80 acres south of 130th Street (Loop 88) and west of Milwaukee Avenue, located in Sections 9 and 12, Block AK, in Lubbock County. The owner is 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 owner agree. The proposed annexation agreement sets forth the plan for services between the City of Lubbock and Nicolett Land Company, LLC. 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 - Loop 88 & Milwaukee
Municipal Services Agreement - Loop 88 & Milwaukee
Petition - Loop 88 & Milwaukee
Map - Loop 88 & Milwaukee

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 and the Nicolett Land Company, LLC, 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:

_____ for
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____ for
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Municipal services agrmt – Nicolett Land Co.
4.10.25

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF LUBBOCK, TEXAS

AND THE NICOLETT LAND COMPANY, LLC

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 the Nicolett Land Company, LLC ("Owner"), 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 Owner owns a certain parcel of land situated in Lubbock County, Texas which consists of approximately 121.8 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, Owner has 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 Owner 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 Owner 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**

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. 19, located at 5826 98th Street, Fire Station No. 16, located at 4030 114th Street, and Station No. 15, located at 8002 Venita Avenue. Station No. 19 is approximately 2.9 miles from the proposed annexation with an approximate response time of 4 minutes. Station No. 16 is approximately 4.2 miles from the proposed annexation with an approximate response time of 7 minutes. Station 15 is approximately 4.4 miles from the proposed annexation with an approximate response time of 9 minutes. Although fire suppression activities can generally be afforded to the annexed area within current appropriation and within response standards described in NFPA 1710, the ability to meet the standard is marginal at this location. As this area is developed, an additional fire station to service this area will need to be considered. 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. 19, located at 5826 98th Street, Fire Station No. 16, located at 4030 114th Street, and Station No. 15, located at 8002 Venita Avenue. Station No. 19 is approximately 2.9 miles from the proposed annexation with an approximate response time of 4 minutes. Station No. 16 is approximately 4.2 miles from the proposed annexation with an approximate response time of 7 minutes. Station 15 is approximately 4.4 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 South Patrol Division, with secondary services provided by the North 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 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. 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 construct two-lanes of Milwaukee Avenue from 130th Street/Loop 88 to the existing paving in Windsor Park. The pavement shall be built to City arterial standards.

The current Master Thoroughfare Plan classifies Quincy Avenue and CR7440/138th Street as Collectors. The Developer is responsible for the design and construction of the Collectors per City of Lubbock engineering standards and the UDC requirements. All pavement design plans shall follow City Ordinances and Policies and be submitted to the City of Lubbock Engineering department for review and approval prior to construction. Roadway design, right-of-way acquisition, and construction will be at the expense of the Developer.

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*: Water and sewer infrastructure is not currently adjacent to this area within the existing City Limits. 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 (note below for an explanation of pro-rata charges). 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.

Pro-Rata Charges:
Chapter 22, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as "pro-rata" and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid. When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made

to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Article 22.05 specifies other items including:

A. Pro-rata on property already platted, and extension of services;
B. Pro-rata and extensions to property being platted;
C. Sizes of lines and meter sizes;
D. Location for service connection;
E. Deposits, charges, refunds;
F. Cost of large mains may be partially paid by City, and other consideration; and
G. When the City Council can declare a health hazard and install mains at public expense.

c. Both Water and Sewer will require a study 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 two (2) years of installation of a dead-end water main. The Developer will be responsible for extending the existing 12" PVC water main in Milwaukee Avenue north of Loop 88 to the property in accordance with all TxDOT and City standards.

e. The annexation area will ultimately be served by the South Lubbock Sanitary Sewer Interceptor (SLSSI), currently located at 132nd Street and Frankford. The City makes no guarantee on the timeline of the Interceptor extension and availability.

If the annexation area requires a lift station in order to receive sanitary sewer services prior to the extension of the SLSSI, the lift station shall be sized to minimize the number of lift stations which will be turned over to the City of Lubbock. If a lift station is needed, it shall service at least the entirety of the voluntary annexed area, as well as all land within the City Limits bordered by 130th Street/Loop 88, 146th Street, Milwaukee Avenue, and Quincy Avenue. The sanitary sewer collection system shall be designed so

that any lift stations can be abandoned once the SLSSI has been extended along 146th Street.

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 immediate with this development. Additional driver and equipment can be anticipated with the addition of residential structures, 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. Owner understands and acknowledges 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 Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges 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 grated 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

MARK W. MCBRAYER, Mayor

NICOLETT LAND COMPANY, LLC

Jan H. Campbell

Jan H. Campbell.

ATTEST:

Courtney Paz, City Secretary

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 10 day of April, 2025, to certify which witness my hand and official seal.

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

[*Seal*]

[*Signature*] Lillea Phillips

[*Printed name*] Lillea Phillips

Notary Public in and for the State of Texas

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

LILLEA PHILLIPS
Notary Public. State of Texas
Notary ID# 13304137-7
My Commission Expires 04-15-2025

Ccdocs/Municipal Services Agreement_Nicolett Land Co.
4.10.25

City of Lubbock TEXAS

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.

Property Owner(s): Nicolett Land Company

Address: 4606 16th Street, Lubbock, TX 79416

Address:

Telephone: (806) 789-2394 Email: jhcampbell44@yahoo.com

Telephone: (___) _____ Email:

Acreage of property: 120 Number of lots and proposed use: N/A

Nicolett Land Company

Owner of record signature by Jan Humphries Campbell

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application.

City of Lubbock TEXAS

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, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Nicollet Land Company by Jan Humphries Campbell

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Nicollet Land Company by Jan Humphries Campbell ~~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 10 day of April, 2025.

LILLEA PHILLIPS
Notary Public. State of Texas
Notary ID# 13304137-7
My Commission Expires 04-15-2025

Lillea Phillips

Notary Public in and for Lubbock County, Texas.

Parkhill

AFFIDAVIT

I, Tarek Redwan, of legal age, residing at 9908 Uvalde Avenue, Lubbock, TX 79423, do hereby solemnly swear and affirm as follows:

1. **Representation:**
    - **I am the duly authorized representative of Jan Campbell (hereinafter referred to as "the Individual"), who resides at 4606 16th Street, Lubbock, TX 79416.**
    - **I have been granted full authority by Jan Campbell to act as their representative in all matters pertaining to the annexation of the property attached below.**
2. **Authority and Purpose:**
    - **In my capacity as the representative of Jan Campbell, I am fully authorized to execute and deliver documents, enter into agreements, and perform all other necessary acts and things on behalf of the Individual with regard to the annexation of the property attached below.**
    - **Attached to this affidavit is the Voluntary Annexation Application, duly executed and certified by Jan Campbell, granting me the authority to represent them in all legal and administrative matters.**
3. **Duties and Responsibilities:**
    - **As the representative of Jan Campbell, I undertake the duty to act in good faith and in the best interest of the Individual in all dealings and matters related to this annexation.**
    - **I acknowledge that I shall remain responsible for all actions taken in the exercise of my authority.**
4. **Verification:**
    - **I confirm that the information provided in this affidavit is true and correct to the best of my knowledge and belief.**
    - **I understand that any misrepresentation or false declaration may subject me to legal consequences under the applicable laws.**

Signed and sworn (or affirmed) before me this 02 day of October 2024, by Tarek Redwan.

Debbie German

Notary Public Signature
(Seal)

NOTARY PUBLIC
Debbie German
Exp. 6/6/2028
ID No. 130684115
STATE OF TEXAS

Tarek Redwan

Tarek O. Redwan, P.E.
Project Manager

Notary Public Name
My Commission Expires: 06/06/2028
Notary Registration Number: 130684115

Parkhill

A 121.80-ACRE TRACT IN SECTIONS 9 & 12, BLOCK AK, E.L. & R.R. RR. CO. SURVEY, LUBBOCK COUNTY, TEXAS

A 121.80-acre tract of land in Sections 9 and 12, Block AK, E.L. & R.R. RR. Company Survey, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a point in the south line of the existing City of Lubbock annexation limits described in Ordinance No. 2008-00104, in the east right-of-way line of Milwaukee Avenue dedicated with the plats of Windsor Park, Lots 1 through 63 and Windsor Park Lots 64 through 136 and Tract "A", according to the maps, plats, and/or dedication deeds thereof recorded in Volume 6596, Page 78 and Volume 8203, Page 258 of the Real Property Records of Lubbock County, Texas, for the northeast corner of this tract, whence the northeast corner of said Section 12 bears *North 88 degrees 12 minutes 35 seconds West* a distance of 55.00 feet and *North 01 degrees 47 minutes 25 seconds East* a distance of 660.00 feet;

(1) THENCE *South 01 degrees 47 minutes 25 seconds West*, along the east right-of-way line of said Milwaukee Avenue, a distance of 823.87 feet to a point of curvature for a corner of this tract;

(2) THENCE southeasterly, along the east right-of-way line of said Milwaukee Avenue, and a curve to the left, an arc distance of 323.86 feet, said curve having a radius of 945.00 feet, a delta angle of *19 degrees 38 minutes 09 seconds*, a chord bearing of *South 08 degrees 01 minutes 39 seconds East* and a chord distance of 322.38 feet to a point of intersection for a corner of this tract;

(3) THENCE *South 72 degrees 09 minutes 16 seconds West* a distance of 110.00 feet to a point in the west plat limits of said Windsor Park, at a point of intersection for a corner of this tract;

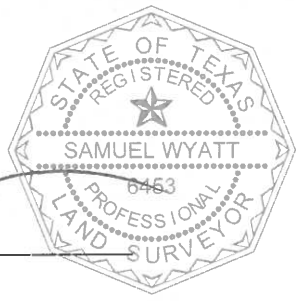
(4) THENCE *South 01 degrees 35 minutes 22 seconds West*, along the west line of the plat limits of said Windsor Park, a distance of 805.13 feet to a 1/2-inch iron rod with a plastic cap marked "H.R. & ASSOC." found for the southeast corner of this tract;

(5) THENCE *North 88 degrees 04 minutes 41 seconds West*, at a distance of 9.17 feet pass the east quarter corner of said Section 12, continuing for a total distance of 2650.22 feet to a point at the southwest corner of the northeast quarter of said Section 12 for the southwest corner of this tract;

(6) THENCE *North 01 degrees 49 minutes 40 seconds East*, along the west line of the northeast quarter of said Section 12, a distance of 1977.10 feet to a point in the south line of said City of Lubbock annexation limits, for the northwest corner of this tract;

(7) THENCE *South 88 degrees 12 minutes 59 seconds East*, along the south line of said City of Lubbock annexation limits, at a distance of 2639.74 feet pass the east line of said Section 12, continuing at a distance of 2641.94 feet pass the west line of the plat limits of said Windsor Park, continuing for a total distance of 2694.74 feet to the **POINT OF BEGINNING**. Bearings called in this description are based on the Texas Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances called in this description are at surface. Areas reported in this description 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 shown may affect these tracts. A plat of this survey is included on a separate document attached herewith.

Signed: October 01, 2024



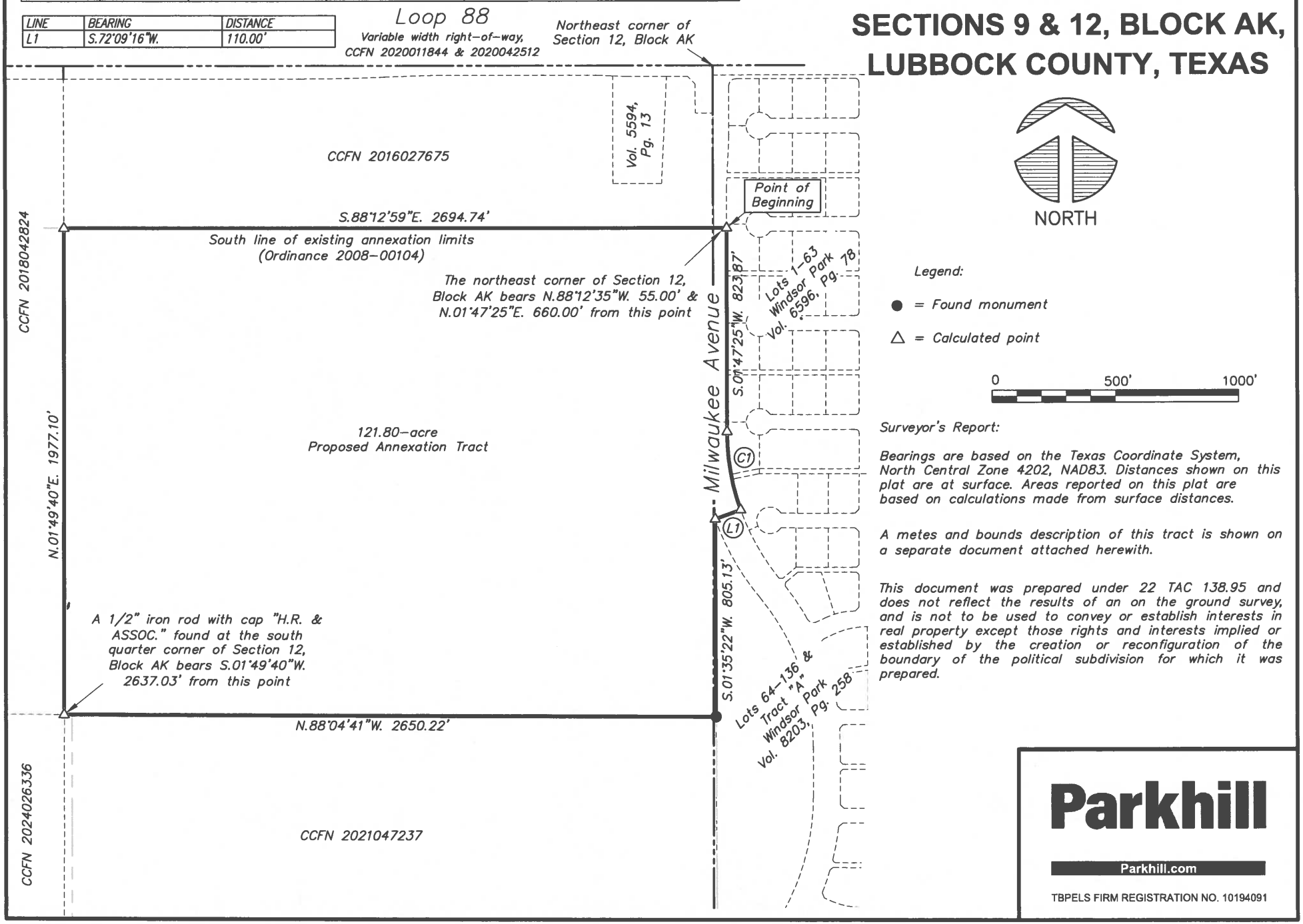
Samuel Wyatt, RPLS 6453

This document was prepared under 22 TAC 138.95 and 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.

A 121.80-ACRE TRACT IN SECTIONS 9 & 12, BLOCK AK, LUBBOCK COUNTY, TEXAS

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	945.00'	323.86'	322.38'	S.08°01'39"E.	19°38'09"

LINE	BEARING	DISTANCE
L1	S.72°09'16"W.	110.00'



NORTH

Legend:

● = *Found monument*

△ = *Calculated point*

0 500' 1000'

Surveyor's Report:

Bearings are based on the Texas Coordinate System, North Central Zone 4202, NAD83. Distances shown on this plat are at surface. Areas reported on this plat are based on calculations made from surface distances.

A metes and bounds description of this tract is shown on a separate document attached herewith.

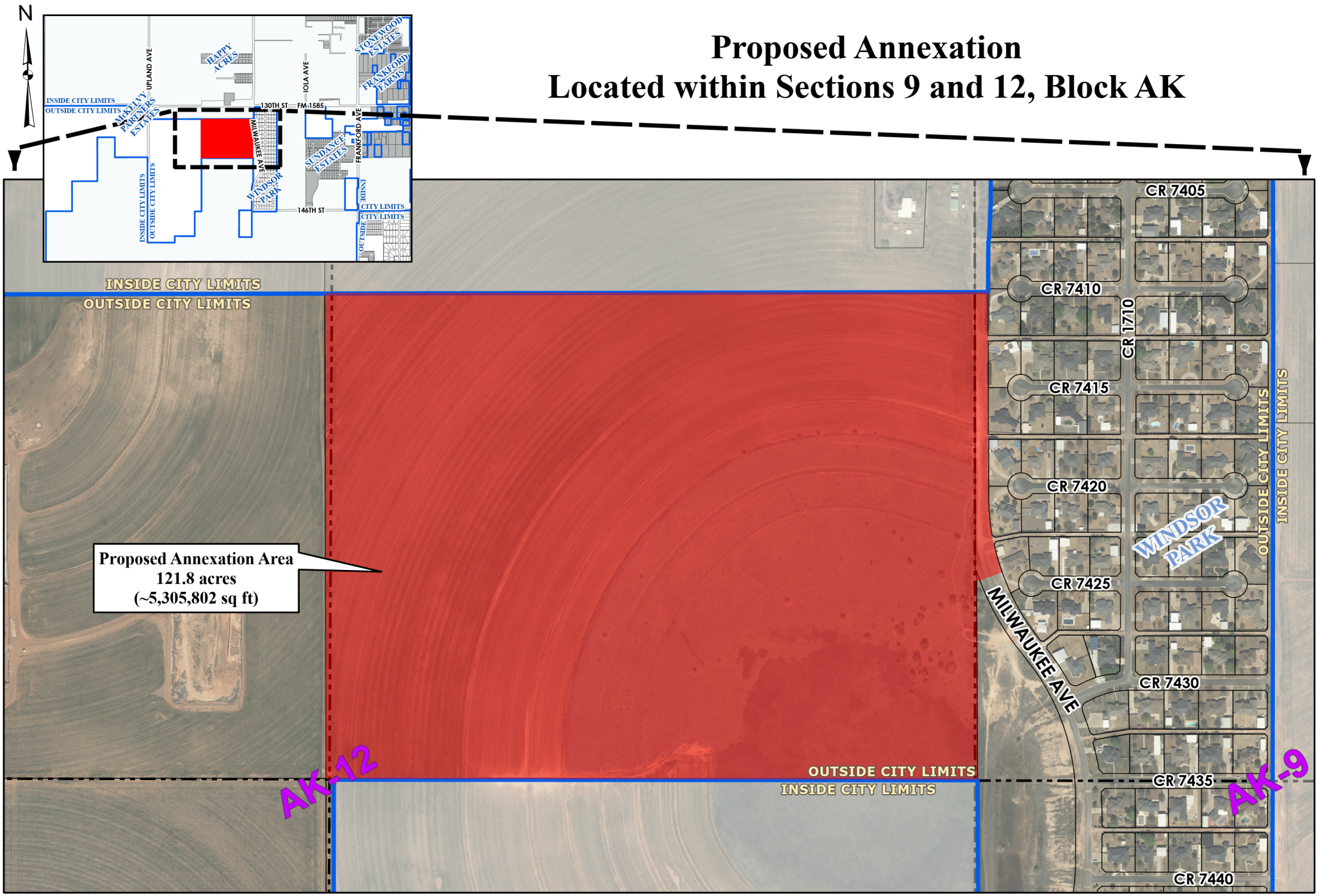
This document was prepared under 22 TAC 138.95 and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

Proposed Annexation
Located within Sections 9 and 12, Block AK



0 500 1,000 1,500 2,000 Feet

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

Lubbock City Limits

Proposed Annexation

City of Lubbock TEXAS

Digital Orthophotography - March 2024