

**City of Lubbock, Texas**  
**Regular City Council Meeting**  
**May 13, 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.

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*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)*

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*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.*

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

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**1:30 p.m. - City Council convenes in City Council Chambers and immediately recesses into Executive Session.**

**1. Executive Session**

- 1. 1. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
- 1. 1. 1. 123 North Avenue N

**Adjourn from Executive Session**

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

- 2. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.
- 2. 1. Recognition of the 2025 Graduates of Lubbock 101



**2:00 p.m. - City Council continues in Regular 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 May 13, 2025. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

**5. Minutes**

5. 1. April 8, 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. 2025-00050, 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. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-00051, 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. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-00052, 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. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-00054, 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. 4. 1. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001977, with SHI Government Solutions, Inc., for Getac Rugged Laptops for the Lubbock Police Department.
6. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 21, respecting the Airport Capital Project Fund and the Grant Fund; providing for filing; and providing for a savings clause.
6. 6. **Resolution - Purchasing and Contract Management:** Consider a resolution authorizing the City Manager to execute Master Intergovernmental Cooperative Purchasing Agreement 18857, by and between the City of Lubbock and the City of Austin, to participate in cooperative purchasing programs, for the purchase of municipal goods, products, and services from vendors selected through the competitive bidding process.
6. 7. **Resolution - Purchasing and Contract Management:** Consider a resolution authorizing the City Manager to execute Master Intergovernmental Cooperative Purchasing Agreement 18892, by and between the City of Lubbock and the City of Slaton, to participate in cooperative purchasing programs, for the purchase of municipal goods, products, and services from vendors selected through the competitive bidding process.
6. 8. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing right-of-way located in Section 20, Block AK, Lubbock County, Texas, at 120th Street, east of Milwaukee Avenue, and west of Iola Avenue, due to a change in the development of this property.
6. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License, and related documents, by and between the City of Lubbock and Vestis Uniform, to build an enclosed area for linen processing, on Magnolia Avenue, north of 36th Street.
6. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License, and related documents, by and between the City of Lubbock and Smaze Investments, LLC, for the purpose of building encroachment, located at 3rd Street and Avenue U.
6. 11. **Ordinance 2nd Reading - Engineering:** Consider Ordinance No. 2025-O0053, adopting a revised City of Lubbock Master Thoroughfare Plan Map.
6. 12. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract No. 18190, and related documents, by and between the City of Lubbock and Lone Star Dirt & Paving, LTD, for the 66th Street Channel Drainage Project.
6. 13. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 18697, and related documents, with MH Civil Constructors, Inc., for utility relocations ahead of the Upland Avenue Project, approximately between 26th Street and 63rd Street, to be utilized for the 2022 Street Bond Project.
6. 14. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 18843, by and between the City of Lubbock and Hugo Reed and Associates, Inc., for the design of Avenue P from 130th Street to 146th Street, to be utilized for the 2024 Street Bond Project.

6. 15. **Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract 18631, with Riley Industrial Services, and Contract 18764, with Johnson Pumping, Inc., to provide industrial cleaning and pumping services at City of Lubbock Water Utilities facilities.
6. 16. **Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract 18635, with Pro Serv Industrial Contractors, LLC., to provide welding and fabrication services at City of Lubbock Water Utilities facilities.
6. 17. **Resolution - Public Works Street Maintenance:** Consider a resolution authorizing the Mayor to execute Contract 18639, with Martin Marietta Materials, Inc., to establish annual contract pricing for concrete materials.
6. 18. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute a Notice of Abandonment of Intended Purpose and Reversion, by and between the City of Lubbock and the Guadalupe - Parkway Neighborhood Center, Inc., reverting all rights, title, and interest, for property located at 123 North Avenue N, Lubbock, Texas 79401.
6. 19. **Resolution: Public Health Services:** Consider a resolution authorizing the Mayor to execute Department of State Health Services (DSHS) Contract No. HHS001439500038, and all related documents, under the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention, by and between the City of Lubbock and the State of Texas, acting by and through DSHS, to support public health emergency preparedness.
6. 20. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Job Order Contract 18830, with Henthorn Commercial Construction, for installation of a new wind cone at Lubbock Preston Smith International Airport.
6. 21. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 18713, with Clean and Bright Window Cleaning Services, for window cleaning services at Lubbock Preston Smith International Airport.
6. 22. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 18618, with Pland Collaborative, for analysis and redesign of the right-of-way irrigation systems in the North Overton Tax Increment Financing (TIF) District boundary.
6. 23. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 18607, with MH Civil Constructors, Inc., for hardscape repairs in the public right-of-way in the North Overton Tax Increment Financing District boundary.
6. 24. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 18160, a Master Services Agreement with Vexus Fiber, to add internet business services to additional City facilities.
6. 25. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31089895, with Lake Country Chevrolet Inc., for the purchase of ten (10) Replacement Vehicles for the Lubbock Police Department.

6. 26. **Resolution - City Secretary:** Consider a resolution authorizing the Mayor to execute Service Contract 18847, with Scott-Merriman, Inc., for document scanning and reproduction services in regard to City of Lubbock birth and death records.
6. 27. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2025-O0055, 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.
6. 28. **Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2025-O0056, 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.
6. 29. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2025-O0057, 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.
6. 30. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2025-O0058, 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.
6. 31. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2025-O0059, 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.
7. **Regular Agenda**
7. 1. **Public Hearing - Planning:** Hold a public hearing and consider an ordinance for a request for annexation, from Nicolett Land Company, LLC, to annex an area of approximately 121.80 acres, adjacent to the southwestern city limits of the City of Lubbock, south of 130th Street (Loop 88) and west of Milwaukee Avenue, into Lubbock's corporate limits.
7. 2. **Ordinance Single Reading - Finance:** Consider an ordinance of the City of Lubbock, Texas, authorizing the issuance and sale of City of Lubbock, Texas, Tax Notes, in one or more series; levying a tax in payment thereof; and enacting other provisions relating to the subject.

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### Information

#### Agenda Item

April 8, 2025 Regular City Council Meeting

#### Item Summary

April 8, 2025 Regular City Council Meeting

#### Fiscal Impact

None

#### Staff/Board Recommending

Courtney Paz, City Secretary

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### Attachments

4.8.2025

**CITY OF LUBBOCK**  
**REGULAR CITY COUNCIL MEETING**  
**April 8, 2025**  
**1:00 P. M.**

**The City Council of the City of Lubbock, Texas met in regular session on the 8th of April, 2025, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.**

**1:01 P.M. CITY COUNCIL CONVENED**

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

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

*Note: City Council addressed agenda items in the following order:*  
• *Executive Session; 2.1-2.2; Citizen Comments; 4.1; 5.1-5.30; and 6.1.*

**1. Executive Session**

**The meeting recessed at 1:01 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:30 p.m., and the meeting was called to order at 2:32 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. Luskey Tract A
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. Luskey Tract A
1. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the 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 2:30 p.m.

**2. Ceremonial Items**

**2. 1. Invocation**

Dr. Andy Hurst, St. Luke's Methodist Church, led the invocation.

**2. 2. Pledges of Allegiance**

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

**Call to Order**

The meeting was called to order at 2:32 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 April 8, 2025. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

**No one appeared to speak.**

**4. Minutes**

**4. 1. March 11, 2025 Regular City Council Meeting**

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve the March 11, 2025 Regular City Council Meeting minutes.

**Vote: 7 - 0 Motion carried**

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Brayden Rose, to approve items 5.1-5.30.

**Vote: 7 - 0 Motion carried**

- 5. 1. Budget Ordinance Amendment 1st Reading - Finance:** 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.
- 5. 2. Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2024-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. 3. Ordinance 2nd 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. 4. Ordinance 1st Reading - Right-of-Way:** 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.
- 5. 5. Ordinance 1st Reading - Right-of-Way:** 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.
- 5. 6. Resolution - Right-of-Way:** Resolution No. 2025-R0154 authorizing the Mayor to execute a Street Use License, and all related documents, by and between the City of Lubbock and the Air Force Civil Engineer Center, for a groundwater monitoring well in the right-of-way of 21st Street, east of Research Boulevard.
- 5. 7. Resolution - Right-of-Way:** Resolution No. 2025-R0155 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 24), on 82nd Street, east of Ash Avenue, to be utilized for the 2022 Street Bond Project.



5. 8.     **Resolution - Right-of-Way:** Resolution No. 2025-R0156 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 25), on 82nd Street, east of Ash Avenue, to be utilized for the 2022 Street Bond Project.
5. 9.     **Resolution - Engineering:** Resolution No. 2025-R0157 authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 17258, and related documents, with Halff Associates, Inc., for engineering services for watershed boundary and drainage studies.
5. 10.    **Resolution - Engineering:** Resolution No. 2025-R0158 authorizing the Mayor to execute Public Works Contract 18738, and all related documents, with Bo Simon, Inc., for the construction of waterlines ahead of paving of multiple unpaved streets, which were approved in the 2022 Street Bond Election.
5. 11.    **Resolution - Public Works Water Utilities:** Resolution No. 2025-R0159 authorizing the Mayor to execute Purchase Order 22105416, with Peerless Pump Company, for repairs and maintenance to a vertical turbine pump located at Pump Station 9.
5. 12.    **Resolution - Public Works Wastewater:** Resolution No. 2025-R0160 ratifying the actions of the Assistant City Manager in executing Purchase Order 23105948, with Riley Industrial Services, Inc., for emergency field services to clean a polymer spill located at the Southeast Water Reclamation Plant.
5. 13.    **Resolution - Aviation:** Resolution No. 2025-R0161 authorizing the Mayor to execute Purchase Order 25101926, with ADB Safegate Americas, LLC, for Location and Directional Airfield Lighted Sign Panels at Lubbock Preston Smith International Airport.
5. 14.    **Resolution - Aviation:** Resolution No. 2025-R0162 authorizing the Mayor to execute Purchase Order 25101929, with Hi-Lite Airfield Services LLC, for Taxiway Paint Removal and Remarkings, at Lubbock Preston Smith International Airport.
5. 15.    **Resolution - Business Development:** Resolution No. 2025-R0163 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to WT Grit, LLC dba Primitive, located at 905 Avenue K, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 16.    **Resolution - Business Development:** Resolution No. 2025-R0164 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to WT Grit, LLC dba Primitive, located at 905 Avenue K, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 17. **Resolution - Business Development:** Resolution No. 2025-R0165 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Spade Farms, Inc., located at 1107 Avenue K, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 18. **Resolution - Business Development:** Resolution No. 2025-R0166 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Spade Farms, Inc., located at 1107 Avenue K, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 19. **Resolution - Business Development:** Resolution No. 2025-R0167 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to LBK 1201-17 LLC, located at 1203 17th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 20. **Resolution - Business Development:** Resolution No. 2025-R0168 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to LBK 1201-17 LLC, located at 1203 17th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 21. **Resolution - Business Development:** Resolution No. 2025-R0169 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Keeton Events, LLC, dba Gayle's Event Rentals, located at 1615 Avenue F, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 22. **Resolution - Business Development:** Resolution No. 2025-R0170 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Keeton Events, LLC, dba Gayle's Event Rentals, located at 1615 Avenue F, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 23. **Resolution - Business Development:** Resolution No. 2025-R0171 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to ImageNet Consulting, located at 1616 Mac Davis Lane, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 24. **Resolution - Business Development:** Resolution No. 2025-R0172 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to ImageNet Consulting, located at 1616 Mac Davis Lane, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 25. **Resolution - Parks and Recreation:** Resolution No. 2025-R0173 authorizing the Mayor to execute Purchase Order 90500067, with Kraftsman Commercial Playgrounds and Water Parks, for playground safety surfacing demolition and replacement at Maedgen Park, located at 1st Street and Boston Avenue.

5. 26. **Resolution - Police:** Resolution No. 2025-R0174 authorizing the Mayor to execute Purchase Order 10028309, with Primary Arms LLC, for the purchase of Trijicon 3x Magnifiers for the Lubbock Police Department.
5. 27. **Resolution - Police:** Resolution No. 2025-R0175 authorizing the Mayor of the City of Lubbock to execute a Memorandum of Understanding, and all related documents, by and between the City of Lubbock and Lubbock-Cooper Independent School District (ISD), for law enforcement services at designated Lubbock-Cooper ISD events within the city limits and/or within the municipal limits of the extraterritorial jurisdiction of the City of Lubbock.
5. 28. **Ordinance 2nd Reading - 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.
5. 29. **Ordinance 2nd Reading - Planning:** Ordinance No. 2025-O0009, in accordance with Section 43.0697(c)(3) of the Texas Local Government Code, regarding the City of Lubbock's intent to annex an area of land consisting of approximately 374.74 acres of real property commonly known as the Highland Oaks Subdivision, located within an area located south of 146th Street (F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730), into Lubbock's corporate limits.
5. 30. **Resolution - Planning:** Resolution No. 2025-R0176 authorizing the Mayor to execute a Dedicatory Certificate, associated Easements, and all related documents, in connection with property described as Lot 1-A, Block 1, Tech Gardens Addition, Lubbock County, Texas, located south of Erskine Street and west of Detroit Avenue.

6. **Regular Agenda**

6. 1. **Board Appointments - City Secretary:** Consider appointments to the Animal Services Advisory Board, Audit & Investment Committee, Board of Health, Capital Improvements Advisory Committee, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Park and Recreation Board, Public Transit Advisory Board, and Veterans Advisory Committee.

Courtney Paz, city secretary; and Matt Wade, city attorney, gave comments and answered questions from City Council.

**Animal Services Advisory Board:** Reappointment of Katherine Wilkerson and Greg Taylor; and the appointment of Kathleen Finley to replace Melissa Key.

**Board of Health:** Appointment of Nicholas Skeen to replace ReJeanne Sylvester and Patsy Cardona to replace Donna Griffis.

**Capital Improvements Advisory Committee:** Reappointment of Thomas Payne; and the appointment of Clay Enger to replace Andy Bean and Norma Johnson to replace Jonathan

Hill.

**Keep Lubbock Beautiful Advisory Committee:** Reappointment of Kent Meredith, Amanda Olivo, Janis Henderson, and Christopher Mendez; and the appointment of Eman Attaya to replace John Garcia.

**Lake Alan Henry Board of Appeals:** Reappointment of Cristofer Howe and Shannon Hansen; and the appointment of Chris St. Clair to replace Marisa Allison-Scheef.

**Park and Recreation Board:** Reappointment of William Pasewark; and the appointment of Timothy "Clint" Weaver to replace Margarita Olivarez and Veronica Lopez to replace Daniel Bunye.

**Public Transit Advisory Board:** Reappointment of Kristin Murray; and the appointment of Matthew Frosoni to replace Anne Polk.

**Veterans Advisory Committee:** Reappointment of Jeffery Lowry, Dalton Keel, Benny Guerrero, Steve Oien, and Norman Bearden.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to appoint and reappoint the aforementioned citizens to the Animal Services Advisory Board, Board of Health, Capital Improvements Advisory Committee, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Park and Recreation Board, Public Transit Advisory Board, and Veterans Advisory Committee.

**Vote:** 7 - 0 Motion carried

**Main Motion** by Council Member David Glasheen, seconded by Council Member Tim Collins, to reappoint Brandon Kidd and Edwin Schulz; and to appoint Cooper Cunningham to replace Brad O'Dell to the Audit and Investment Committee.

**Motion to Amend** by Mayor Pro Tem Christy Martinez-Garcia, no second, to amend the Main Motion as follows:

- to reappoint Brandon Kidd and Edwin Schulz; and to appoint Gilbert Quintero to replace Brad O'Dell to the Audit and Investment Committee.

**The motion died for lack of a second.**

**Vote on Main Motion**

**Vote:** 5 - 2 Motion carried

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

**2:48 P.M. CITY COUNCIL ADJOURNED**

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

The April 8, 2025 Regular City Council Meeting minutes were approved by the City Council on the 13th day of May, 2025.

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MARK W. McBRAYER, MAYOR

ATTEST:

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Courtney Paz, City Secretary

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## Information

### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-O0050, 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

On April 22, 2025, the City Council approved the first reading of the ordinance.

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

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## 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

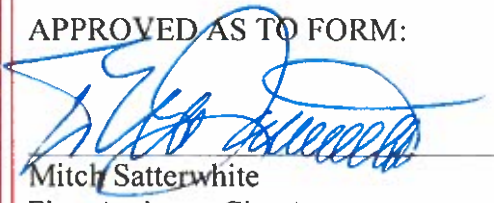
ATTEST:

\_\_\_\_\_  
Courtney Paz  
City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Joe Jimenez  
Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitch Satterwhite  
First Assistant City Attorney



# Fire Rescue - Job Grade Summary

SWORN JOB GRADE SUMMARY	GRADE	Actual	Actual	Budget	Budget	1st Amend	2nd Amend	Change from
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	FY 2024-25	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	Actual	Budget	Budget	Amend #13	2nd Amend	Change from
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	FY 2024-25	Budget
Director of Emergency Management	134	1	1	1	-	-	-	-
Deputy Director of Emergency Management	132	1	1	1	-	-	-	-
Fire Protection Engineer	124	1	1	-	-	-	-	-
Management Assistant	122	2	2	2	1	1	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	-

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## Information

### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-O0051, 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

On April 22, 2025, the City Council approved the first reading of the ordinance.

- 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

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## 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: 146<sup>th</sup> 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:

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Courtney Paz  
City Secretary

APPROVED AS TO CONTENT:



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Joe Jimenez  
Chief Financial Officer

APPROVED AS TO FORM:



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Mitch Satterwhite  
First Assistant City Attorney

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## Information

### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-O0052, 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

On April 22, 2025, the City Council approved the first reading of the ordinance.

- 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

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## 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:

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Courtney Paz  
City Secretary

APPROVED AS TO CONTENT:



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Joe Jimenez  
Chief Financial Officer

APPROVED AS TO FORM:



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Mitch Satterwhite  
First Assistant City Attorney



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## Information

### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-O0054, 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

On April 22, 2025, the City Council approved the first reading of the ordinance.

- 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

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### **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

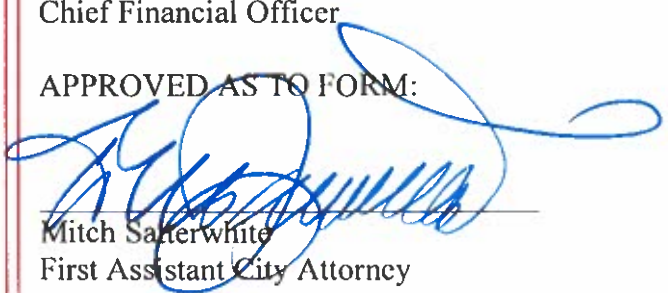
ATTEST:

\_\_\_\_\_  
Courtney Paz  
City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Joe Jimenez  
Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitch Satterwhite  
First Assistant City Attorney

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## Information

### Agenda Item

**Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001977, with SHI Government Solutions, Inc., for Getac Rugged Laptops for the Lubbock Police Department.

### Item Summary

Purchase Order 33001977, with SHI Government Solutions, Inc., is for 390 Getac S510 Rugged Laptops and accessories for the Police Department, and is being acquired through a zero-interest lease agreement. The agreement includes 3 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 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.

The purchase of the Getac Rugged Laptops is made available through the OMNIA Partners IT Solutions Contract 2018011-02. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through OMNIA Partners IT Solutions. Pursuant to the Texas Government Code, Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

### Fiscal Impact

Purchase Order 33001977, to SHI Government Solutions, is a 3-year lease purchase agreement with payments of \$755,982.04 each year. The first payment is due in Fiscal Year 2024-2025 and is funded by a fund balance transfer to the Information Technology Operating Budget. The subsequent years will be requested during the budget process for FY Operating Budgets 2025-26 and 2026-27.

**Staff/Board Recommending**

Brooke Witcher, Assistant City Manager

Jennifer Fresaz, Chief Information Officer

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**Attachments**

Resolution \_SHI Government Solutions PO 33001977

Purchase Order 33001977\_SHI Government Solutions

## RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33001977, for the purchase of rugged laptops for the Lubbock Police Department, per Co-Op Contract No. OMNIA 2018011-02, by and between the City of Lubbock and SHI Government Solutions, Inc., and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

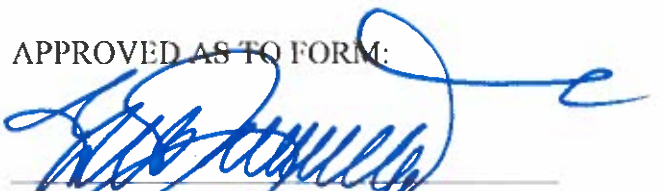
ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.SHI Government Solutions, Inc.-PurchaseOrd  
April 22, 2025



## PURCHASE ORDER

Page - 1  
Date - 4/22/2025  
Order Number 33001977 000 OP  
Branch/Plant 3410

TO: SHI GOVERNMENT SOLUTIONS INC  
1301 SOUTH MOPAC EXPRESSWAY  
SUITE 375  
AUSTIN TX 78746

SHIP TO: CITY OF LUBBOCK  
INFORMATION TECHNOLOGY  
1314 AVENUE K - BASEMENT  
LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK  
ACCOUNTS PAYABLE  
P.O. BOX 2000  
LUBBOCK, TX 79457

BY:   
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 4/22/2025 Freight  
Requested 6/15/2025 Delivery Taken By S RIVERA  
Per J Zhine / Req # 63136 Q #25930257/OMNIA 2018011-02

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
Getac S510 Rugged Laptop	390.000		EA		6/15/2025
# SU176CQASHCX					
Getac Extended Warranty 5Y	390.000		EA		6/15/2025
# GE-SVSRNFX5Y					
S510 Havis Vehicle Docks	390.000		EA		6/15/2025
# 5433GA890102					
Lease Purchase Payment 1	1.000	755,982.0400	EA	755,982.04	6/15/2025
06/13/2025					
Lease Purchase Payment 2	1.000	755,982.0400	EA	755,982.04	6/15/2025
11/13/2025					
Lease Purchase Payment 3	1.000	755,982.0400	EA	755,982.04	6/15/2025
11/13/2026					

Total Order

Terms NET DUE ON RECEIPT

2,267,946.12



This purchase order encumbers funds in the amount of \$2,267,946.12 awarded to SHI Government Solutions, Inc. of Austin, TX, on May 13, 2025. The following is incorporated into and made part of this purchase order by reference: Quote dated March 7, 2025, from SHI Government Solutions, Inc. of Austin, TX, and Omnia 2018011-02.

Resolution # \_\_\_\_\_

CITY OF LUBBOCK:

\_\_\_\_\_  
Mark McBrayer, Mayor

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

**INSURANCE REQUIRED:**

<p><b><u>Commercial General Liability:</u></b> \$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.</p> <p>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).</p>	<p><b><u>Cyber Liability Requirements:</u></b> \$1M of coverage is needed for Cyber Liability</p> <p><b><u>Technology Errors and Omissions Requirements:</u></b> \$1M of coverage is needed</p> <p><b><u>Additional Policies:</u></b></p>
<p>*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.</p>	



Pricing Proposal  
Quotation #: 25930257  
Created On: 3/7/2025  
Valid Until: 5/30/2025

## TX-City of Lubbock

**Jennifer Frescaz**  
LUBBOCK, TX 79457  
United States  
Phone:  
Fax:  
Email: jfrescaz@mylubbock.us

## Inside Account Manager

**Brett Yajcaji**  
SHI Government Solutions  
3828 Pecana Trail  
Austin, TX 78749  
Send PO to: Texas@shi.com  
Phone: 732-652-0255  
Fax:  
Email: Brett\_Yajcaji@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 S510 - Ultra 5 125U+Thunderbolt 4 x 1, Hello Cam, Win11+16GB, 512GB PCIe SSD, SR(FHD LCD+TS+Stylus), US KBD+US Power Cord, Backlit KBD, WIFI+BT+4G GPS+PT, Battery x 2, Without any extra option Getac - Part#: SU176CQASHCX Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	390	\$3,114.50	\$1,214,655.00
2 ( Bumper to Bumper )+ Extended Warranty- Semi-Rug Laptop (Year 1,2,3,4 & 5) Getac - Part#: GE-SVSRNFX5Y Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	390	\$664.20	\$259,038.00
3 S510 - Havis, PKG-DS-GTC-1401-3, Vehicle Dock with port replication, with Tri Pass-through, with screen support (ex. vehicle adapter) Getac - Part#: 5433GA890102 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	350	\$779.20	\$272,720.00
4 Disk Image Management - Per System (MOQ 150 units) Getac - Part#: GE-SVSYHDM1L Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	390	\$34.38	\$13,408.20
5 DISK IMAGING CONSULTING SERVICE - PER DAY Getac - Part#: GE-SVSYHDS1D Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	1	\$2,005.92	\$2,005.92
6 Panorama Antenna; GP-IN2758,3-in-1 GPS/4G/5G for dock w/ 16 coax -SMA 3 RF Passthrough, Black Getac - Part#: 590GBL001019 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	20	\$251.17	\$5,023.40
7 Mobility brothers,MB-GTCLDS05,Getac MB Basic Dock Swap, 99+ Getac - Part#: 590GBL001047	350	\$572.04	\$200,214.00

Contract Name: OMNIA Partners - IT Solutions  
Contract #: 2018011-02

8	Absolute Resilience - 60 Month Term - 250-499 Unit Volume - For Government Getac - Part#: 590GBL001300 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	390	\$165.00	\$64,350.00
9	LIND 11-16V DC vehicle adapter/charger with Bare Wires Getac - Part#: GAD1L1 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	350	\$119.38	\$41,783.00
10	Vehicle mounting kits,#7160-0178; 7inch Center-Mounted Complete Upper Pole,Gamber Johnson Getac - Part#: 590GBL000147 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	300	\$88.20	\$26,460.00
11	Universal Vertical Base Getac - Part#: 590GBL000559 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	300	\$74.00	\$22,200.00
12	9 MONGOOSE MOTION ARE WITH CLEVIS,GAMBER,7160-1216-09 Getac - Part#: 590GBL000757 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	350	\$387.60	\$135,660.00
13	Asset Tag addition - Lubbock Police Dept TX Getac - Part#: ASSETTAG-LUBBOCKPD Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	390	\$26.74	\$10,428.60
			Total	\$2,267,946.12

#### Additional Comments

By accepting, using, or deploying the software, hardware or third party services resold under this ordering document (each, a "Product"), as well as any related maintenance or support services, Customer will be bound by any OEM terms and conditions applicable to such Product, including any current agreements between Customer and OEM, should they exist (the "OEM Terms"). If, in order to procure such Product for or resell such Product to Customer, SHI is required by the OEM to agree to or otherwise purports to accept any terms or conditions (the "Procured Terms") and be bound thereby, SHI shall do so on behalf of Customer, Customer shall be bound by such Procured Terms, and Customer shall indemnify, defend and hold harmless SHI from and against any claims, actions, liabilities, losses and damages that SHI suffers under such Procured Terms that arise out of or in connection with Customer's use or deployment of such Product, including any costs associated with periodic payments for, or the autorenewal of, a license to or subscription for such Product. For the avoidance of doubt, Customer is solely responsible for compliance with any autorenewal provisions contained in the OEM Terms or the Procured Terms, including providing timely notice to the OEM of Customer's intent not to renew a license to or subscription for a Product.

All orders of products and services referenced on this quote are non-cancelable and non-refundable. Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

# DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER 500-50734871

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

**EXCEPT AS NOTED, ALL SIGNATURES MUST BE BY THE PERSON OR PERSONS AUTHORIZED IN LESSEE'S RESOLUTION.**

## I. LEASE PURCHASE AGREEMENT

### a. Terms and Conditions

- Print name, title, sign and date
- Another authorized officer must attest the signature – must be signed by other than lease signor

### b. Tax Designation and Covenants

– The purpose of this document is to determine if the Tax-Exempt Lease Purchase Agreement meets the requirements for "Bank Qualification" under Section 265(b)(3)(B) of the Internal Revenue Code. How the Lessee answers the questions will not impact the current transaction; however, it does allow for proper categorization of the obligation and accurate reporting to the Internal Revenue Service.

- Initial as appropriate

### c. Opinion of Counsel

- Lessee's legal counsel must sign, date and type in their name, the name of the firm, address and telephone number.

## II. EXHIBIT A – PAYMENT SCHEDULE

- Print name, title, sign and date

## III. EXHIBIT B – EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

## IV. INCUMBENCY CERTIFICATE

To be signed by a person other than the person who signed the agreement and related Documents.

## V. STATE SPECIFIC ADDENDA – Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, and TX.

- Print name, title, sign and date. Attest where required

## VI. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

## VII. 8038 - IRS FORM

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

## VIII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE) :

☐ **Resolution** of governing body approving the purchase of the equipment and the resolution ratifying the financing. (Note: If the purchase resolution and financing were done in one resolution that is sufficient.)

☒ **Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)

☐ **Advance payment check** made payable to SHI GOVERNMENT SOLUTIONS INC.

☒ **Completed Billing Information form**

☒ **State sales tax exemption certificate**

☐ **Original documents**

☐ **Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9

☒ **INCUMBENCY**

☐

## ALL DOCUMENTATION SHOULD BE RETURNED TO:

**Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 • 800-736-0220**

Attn: JOY WILLIAMS

Email: JWILLIAMS@LEASEDIRECT.COM

# SHI GOVERNMENT SOLUTIONS INC.

1111 Old Eagle School Rd  
Wayne, PA 19087

# Lease Purchase Agreement

DATED: APRIL 9, 20 25

LESSEE	Full Legal Name <b>City of Lubbock</b>	Phone Number	
	DBA Name (if any)		
	Billing Address <b>1314 AVENUE K</b>	City <b>LUBBOCK</b>	State <b>TX</b>

PROPERTY DESCRIPTION	Quantity	Model No. (if applicable)	Serial Number (if applicable)	General Description (describe equipment, software, maintenance, warranty, service and similar items being financed):
				<b>SEE SHI GS QUOTE 25930257 DATED 3/7/25</b>
Location of Property (include the location of any tangible personal property financed and/or the location of any tangible personal property that will be using intangible property):				

VENDOR	Vendor Name <b>SHI GOVERNMENT SOLUTIONS INC.</b>	RENTAL PAYMENTS	Rental Payment Periods:	Rental Payments shall be made in accordance with Section 4.01 and the Schedule of Rental Payments attached hereto as Exhibit A.
	<input type="checkbox"/> Monthly			
	<input type="checkbox"/> Quarterly			
Address		<input type="checkbox"/> Semiannually	<input checked="" type="checkbox"/> Annually	
City	State	Zip		

## TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON PAGES TWO THROUGH FIVE, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

LESSOR	Lessor <b>SHI GOVERNMENT SOLUTIONS INC.</b>	LESSEE SIGNATURE	Lessee <b>City of Lubbock</b>
	Signature		Signature
	Title		Title <b>Mark McBrayer, Mayor</b>
	Lease Number <b>500-50734871</b>		(Seal)
		Attest	
		Title <b>Courtney Paz, City Secretary</b>	

(Terms and Conditions continued on the reverse side of this Agreement.)

## TAX DESIGNATIONS AND COVENANTS

Bank Qualification: Lessee initial here if this provision is applicable: \_\_\_\_\_  
If not initialed, this provision does NOT apply to this Agreement.

(a) Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year during which the Commencement Date of this Agreement occurs, including this Agreement, is not reasonably expected to exceed \$10,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of "qualified tax-exempt obligations" (including this Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year during which the Commencement Date of this Agreement occurs without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

OPINION OF COUNSEL	As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Property, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Property and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.			
	Signature		Date	
	Name <b>Mitch Satterwhite, First Assistant City Attorney</b>		Phone Number	
	Address		City	State



## ARTICLE I

**Section 1.01. Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**"Agreement"** means this Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

**"Capital Expenditures"** means costs of a type that are properly chargeable to a capital account under general federal income tax principles in effect at the time the cost is paid, or would be so chargeable with a proper election or with the placed-in-service date considered to be the date on which, based on all facts and circumstances, (a) the facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Commencement Date"** is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Property is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Property are deposited by Lessor for that purpose with an escrow agent.

**"Event of Default"** means an Event of Default described in Section 12.01.

**"Issuance Year"** is the calendar year in which the Commencement Date occurs.

**"Lease Term"** means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

**"Lessee"** means the entity described as such on the front of this Agreement, its successors and its assigns.

**"Lessor"** means the entity described as such on the front of this Agreement, its successors and its assigns.

**"Maximum Lease Term"** means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on the Payment Schedule.

**"Net Proceeds"** means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

**"Original Term"** means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

**"Payment Schedule"** means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

**"Property"** means the equipment, software, maintenance, warranty, service and similar items being financed by this Agreement as described on the front of this Agreement, and all replacements, substitutions, updates, upgrades, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto, as applicable.

**"Purchase Price"** means the amount set forth on the Payment Schedule as the Purchase Price for the Property.

**"Renewal Terms"** means the optional renewal terms of this Agreement, each having a duration of one year and a term co extensive with Lessee's fiscal year.

**"Rental Payment Period"** means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due. The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st of a month that does not include such a date shall begin on the last day of the month.

**"Rental Payments"** means the basic rental payments payable by Lessee pursuant to Section 4.01.

**"State"** means the state in which Lessee is located.

**"Vendor"** means the manufacturer or supplier of the Property as well as the agents or dealers of the manufacturer or supplier of the Property, as listed on the front of this Agreement.

## ARTICLE II

**Section 2.01. Representations and Covenants of Lessee.** Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Property hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding

would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of the Lessee or the Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Property is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future. The Property will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the United States Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

(o) All the costs of acquiring the Property, including amounts attributable to the financing of software, maintenance, warranty and similar items, are consistently treated as Capital Expenditures by the Lessee on its books and records. All proceeds of this Agreement will be used, directly or indirectly, to finance Capital Expenditures or, to the extent permitted by law, de minimis expenditures for certain specified purposes.

(p) Lessee has received written assurance from Vendor that with respect to the portion of the Property being prepaid, the same maintenance, repair, extended warranty, updates or maintenance or support services, as applicable, are regularly provided to nongovernmental persons on the same terms.

**Section 2.02. Certification as to Arbitrage.** Lessee hereby represents as follows:

(a) The estimated total costs of the Property will not be less than the total principal portion of the Rental Payments.

(b) The Property has been ordered or is expected to be ordered within six months of the Commencement Date, and the Property is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Property has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

## ARTICLE III

**Section 3.01. Lease of Property.** Lessor hereby demises, leases and lets the Property to Lessee, and Lessee rents, leases and hires the Property from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

**Section 3.02. Termination of Lease Term.** The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04;

(b) the exercise by Lessee of the option to purchase the Property under Article X and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

**Section 3.03. Continuation of Lease Term.** Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

**Section 3.04. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or

Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee's rights to the Property will simultaneously terminate and Lessee agrees, at Lessee's cost and expense, (a) to immediately discontinue use of the Property, (b) to return to Lessor any portion of the Property constituting tangible personal property, (c) to remove any intangible Property from Lessee's property and terminate access to and use of such Property, whether such Property is installed on premises or accessed remotely or by internet connection and, as applicable, deliver or otherwise release the same to Vendor at the location or locations specified by Vendor, and (d) within 30 days of any such termination, to deliver a certificate to Lessor certifying that Lessee has complied with this sentence.

#### ARTICLE IV

**Section 4.01. Rental Payments.** Lessee shall pay Rental Payments exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

**Section 4.02. Rental Payments to Constitute a Current Expense of Lessee.** The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

**Section 4.03. Rental Payments To Be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE PROPERTY TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.**

#### ARTICLE V

**Section 5.01. Delivery, Installation and Acceptance of the Property.** Lessee shall (a) order the Property, (b) cause any portion of the Property constituting tangible personal property to be delivered and installed at the location specified on the front of this Agreement, (c) cause any intangible Property to be accessible from Lessee's computers, servers and other electronic equipment, either by installing the software directly on premises or providing remote access thereto, and (d) pay any and all delivery, installation and other costs in connection therewith. When the Property has been delivered and installed or is otherwise accessible by the Lessee, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, any portion of the Property constituting tangible personal property and any computers, servers and other electronic equipment using intangible Property will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

**Section 5.02. Enjoyment of Property.** Lessee shall peaceably and quietly have and hold and enjoy the Property during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

**Section 5.03. Right of Inspection.** Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting any portion of the Property constituting tangible personal property.

**Section 5.04. Use and Maintenance of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any licensing or other agreement, or in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation, use, operation and maintenance of the Property. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest or rights of Lessor under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Property in good repair, working order and condition and install all updates, upgrades, improvements and additions to the Property made available to it by Vendor. Lessor shall have no responsibility to maintain or repair or to provide or make updates, upgrades, improvements or additions to the Property.

#### ARTICLE VI

**Section 6.01. Title to the Property.** During the Lease Term, title to the Property shall vest in Lessee, subject to the provisions of this Agreement and any applicable license or other agreement. Upon any termination of this Agreement pursuant to Sections 3.02(a) or Section 3.02(c), Lessee's title shall immediately and without any action by Lessee terminate. Upon any termination of the Agreement pursuant to Sections 3.02(b) or 3.02(d), title to the Property shall be vested in Lessee, free and clear of any claim by or through Lessor.

**Section 6.02. UCC FILINGS.** Lessee authorizes Lessor to file a financing statement with respect to the Property.

#### ARTICLE VII

**Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes and other similar charges. If the licensing, use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Property. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

**Section 7.02. Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring any portion of the Property constituting tangible personal property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Property, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term, as applicable. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

**Section 7.03. Advances.** In the event Lessee shall fail to maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Property in good repair and operating condition, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

**Section 7.04. Financial Information.** Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

**Section 7.05. Release and Indemnification.** To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Property, (c) the ordering, licensing, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property, (d) any accident in connection with the licensing, operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

#### ARTICLE VIII

**Section 8.01. Risk of Loss.** Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Property from any cause whatsoever. No such loss of or damage to the Property nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

**Section 8.02. Damage, Destruction, Unfitness for Use and Condemnation.** If (a) any portion of the Property constituting tangible personal property is destroyed, in whole or in part, or is damaged by fire or other casualty or if any portion of the Property is otherwise rendered unfit for use by any cause whatsoever, or (b) title to, or the temporary use of, any portion of the Property or the interest of Lessee or Lessor in any portion of the Property shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair or restoration of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property pursuant to Article X. Any balance of the Net Proceeds remaining after such replacement, repair or restoration of the Property has been completed shall be paid to Lessee.

**Section 8.03. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair or restoration referred to in Section 8.02, Lessee shall either (a) complete such replacement, repair or restoration and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Property pursuant to Article X. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair or restoration or after purchasing the Property shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

#### ARTICLE IX

**Section 9.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PROPERTY OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY PROPERTY PROVIDED FOR IN THIS AGREEMENT.**

**Section 9.02. Vendor's Warranties.** Lessee may have rights under the contract evidencing the purchase of the Property or licensing or other agreements; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all rights under any licensing or other agreement and warranties, if any, running from Vendor to Lessor included in or respecting the Property. Lessor hereby irrevocably appoints Lessee its agent and attorney in fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such licensing or other agreement, warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no



representations or warranties whatsoever as to the existence or availability of such agreements or warranties by any Vendor.

## ARTICLE X

**Section 10.01. Purchase Option.** Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Property, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) If substantially all of the Property is substantially damaged, destroyed or otherwise rendered unfit for use or is condemned, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360 day year of twelve 30 day months.

Upon the exercise of the option to purchase set forth above, title to the Property shall be vested in Lessee, free and clear of any claim by or through Lessor.

**Section 10.02. Determination of Fair Purchase Price.** Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Property and that the amount required to exercise Lessee's option to purchase Lessor's interest in the Property pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Property. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Property hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Property, (b) the uses and purposes for which the Property will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Property and the use of the Property pursuant to the terms and provisions of this Agreement and any applicable licensing and other agreements, and (d) Lessee's option to purchase Lessor's interest in the Property.

## ARTICLE XI

**Section 11.01. Assignment by Lessor.** Lessor's interest in, to and under this Agreement and the Property may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Property and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

**Section 11.02. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Agreement and in the Property may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Property, to the extent, if any, permitted by any applicable licensing and other agreements, if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Property shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Property.

## ARTICLE XII

**Section 12.01. Events of Default Defined.** Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Any termination or suspension of any of Lessee's rights under any licensing agreement included in the Property.

(c) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed or to comply with any licensing or other agreement included in or respecting the Property, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(e) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(f) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(g) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial

part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**Section 12.02. Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due.

(b) Lessor may terminate this Agreement and hold Lessee liable for Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, and in such event, Lessee's rights to the Property will simultaneously terminate and Lessee agrees, at Lessee's cost and expense, (a) to immediately discontinue use of the Property, (b) to return to Lessor any portion of the Property constituting tangible personal property, (c) to remove any intangible Property from Lessee's property and terminate access to and use of such Property, whether such Property is installed on premises or accessed remotely or by internet connection and, as applicable, deliver or otherwise release the same to Vendor at the location or locations specified by Vendor, and (d) within 30 days of any such termination, to deliver a certificate to Lessor certifying that Lessee has complied with this sentence. Lessor reserves the right to, and Lessee agrees that the Lessor or Vendor may, upon termination of this Agreement, enter the premises where the Property is located or used to retake possession of the Property or ensure compliance with the previous sentence.

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as Lessor under this Agreement.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

**Section 12.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

## ARTICLE XIII

**Section 13.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**Section 13.02. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.03. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.04. Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee.

**Section 13.05. Amendments.** This Agreement may be amended in writing by Lessor and Lessee.

**Section 13.06. INTENTIONALLY OMITTED.**

**Section 13.07. Usury.** The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

**Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.**

**Section 13.09. INTENTIONALLY OMITTED.**

**Section 13.10. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 13.11. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 13.12. Role of Lessor.** Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

**Section 13.13. Electronic Transactions.** Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Agreement, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of the IRS Form 8038-G which Lessee must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Agreement, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith with the exception of the IRS Form 8038-G, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Agreement by the Lessee when manually countersigned by Lessor or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At Lessor's option, Lessor may require a manual signature.



INCUMBENCY CERTIFICATE

Re: Lease Purchase Agreement dated as of \_\_\_\_ " \_\_\_\_ , 20 \_\_\_\_ 25 (the "Agreement"), between SHI GOVERN-  
MENT SOLUTIONS INC. ("Lessor") and \_\_\_\_ City of Lubbock \_\_\_\_ ("Lessee").

Being a knowledgeable and authorized agent of Lessee, I hereby certify to Lessor that the person(s) who executed the Agreement are legally authorized to do so on behalf of Lessee and that the signatures that appear on the Agreement are genuine.

LESSEE	Lessee Name City of Lubbock	
	Signature	Date
	Print Name Mark McBrayer	
	Title Mayor	

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THE AGREEMENT AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SEC-RETARY, BOARD MEMBER OR SUPERINTENDENT.)

Payment Schedule

LESSOR: SHI GOVERNMENT SOLUTIONS INC.

LESSEE: City of Lubbock

LEASE NUMBER: 500-50734871

LEASE DATE: APRIL 9, 20 25

Rental Payment Number	Rental Payment Due Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	05/13/2025	0	0	0	2,267,946.12	-
1	06/13/2025	755,982.04	0.00	755,982.04	1,511,964.08	1,545,983.27
2	11/13/2025	755,982.04	0.00	755,982.04	755,982.04	772,991.64
3	11/13/2026	755,982.04	0.00	755,982.04	0.00	-
TOTALS		2,267,946.12	0.00	2,267,946.12		

Sales tax of \$0.00 is included in the financed amount shown above.

Lessee acknowledged that the amount financed by lessor is \$2,186,144.86 and that such amount, net of any advance payments, is the issue price for Federal Income Tax purposes. The yield for this schedule for Federal Income Tax purposes is 5.37%\*. Such issue price and yield will be set in the applicable IRS Form 8038-G.

The dates, interest rate and residual payments contained in the above amortization schedule are estimated based on the expected transaction in the time frame. Lessor will make reasonable efforts to maintain the rate and payments presented herein. However, the rate may need to be adjusted prior to closing due to changes in the market conditions. In the event the market interest rates increase prior to the effective date, the interest rate will be revised retroactively to the lender's actual cash funds due at financial market and the changes incurred since the date of this document. This revision may result in an increase in the residual payments amounts. If such revisions are deemed necessary by lessor (in its sole discretion), it is understood and agreed by lessee that a revised amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Mark McBrayer Title: Mayor

# BILLING INFORMATION

## PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for SHI GOVERNMENT SOLUTIONS INC. to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: City of Lubbock

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

\_\_\_\_\_  
\_\_\_\_\_

**\*YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**  
**Subject line will read: Your Lease Direct Invoice is ready to view online!**

Billing Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**FEDERAL TAX ID#:** \_\_\_\_\_

Lease/Contract Signer Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ (only provide if requested)

### SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** 33001977.

☐ YES ☐ NO

Is a new purchase order required for each new fiscal period?

☐ YES ☐ NO

If yes, provide month/year PO expires \_\_\_\_\_

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.**

☐ YES ☐ NO

Do you require any special information to establish a vendor number for \_\_\_\_\_?

☐ YES ☐ NO

If yes, please advise: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

### CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction.**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES ☐ NO ☐ If YES, please attach/provide a copy.

#### Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES ☐ NO ☐ If YES, please attach/provide a copy.

***If you have further questions, please consult your regular bond or legal counsel.***

ACCEPTANCE CERTIFICATE

SHI GOVERNMENT SOLUTIONS INC.  
1111 Old Eagle School Rd.  
Wayne, PA 19087

Ladies and Gentlemen:

Re: Lease Purchase Agreement dated as APRIL 9, 2025 of between SHI GOVERNMENT SOLUTIONS INC., as Lessor, and City of Lubbock, as Lessee.

In accordance with the Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Property (as such term is defined in the Agreement) has been delivered, installed or is otherwise fully accessible by the Lessee and the Property is accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

LESSEE	Lessee Name	
	City of Lubbock	
	Signature	Date
	Title	
	Mayor	

24SHI059C

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## Information

### Agenda Item

**Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 21, respecting the Airport Capital Project Fund and the Grant Fund; providing for filing; and providing for a savings clause.

### Item Summary

- I. Amend Capital Improvement Project 92884, Replace Airfield Lighting/LED Conversion by increasing the appropriation and funding by \$1,000,000, from \$200,000 to \$1,200,000. Funding will be Airport Improvement Program (AIP) Grant funds awarded by the Federal Aviation Administration.

The purpose of the budget amendment is the following:

In September 2024, the Lubbock Preston Smith International Airport (LBB) was selected to receive a grant up to \$1,000,000 through the Fiscal Year 2023 Airport Improvement Program Supplemental Discretionary Grant competition, for the Runway Light Replacement (LED) project. The grant award is still pending a formal offer from the Federal Aviation Administration. The budget amendment moves the \$1,000,000 grant offer from the FY 2025-26 Budget to the FY 2024-25 Budget, and will allow the airport to proceed with grant acceptance and contract award immediately, upon receipt of the grant.

In accordance with the grant program requirements, the LBB solicited bids for the project and submitted a final grant application. In anticipation of potential delays in receipt of the grant offer, the LBB solicited bids with an extended bid period of 120 days. Bids opened February 6, 2025, and are good through the end of May. The timeliness of the budget amendment will allow for contract award during this period and avoid the potential of a re-bidding process.

### Fiscal Impact

The Airport Improvement Program (AIP) Grant funding in the amount of \$1,000,000 for the Capital Improvement Project 92884, Replace Airfield Lighting/LED Conversion will be appropriated in the current FY 2024-25 budget. This item had originally been planned to be appropriated in the FY 2025-26 budget. Funding will be from the Federal Aviation Administration (FAA).

### Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

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### **Attachments**

Budget Amendment #21

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT 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 #21) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92884, Replace Airfield Lighting/LED Conversion by increasing the appropriation and funding by \$1,000,000, from \$200,000 to \$1,200,000. Funding will be Airport Improvement Program (AIP) Grant funds awarded by the Federal Aviation Administration.

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



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## Information

### Agenda Item

**Resolution - Purchasing and Contract Management:** Consider a resolution authorizing the City Manager to execute Master Intergovernmental Cooperative Purchasing Agreement 18857, by and between the City of Lubbock and the City of Austin, to participate in cooperative purchasing programs, for the purchase of municipal goods, products, and services from vendors selected through the competitive bidding process.

### Item Summary

This Interlocal Agreement with the City of Austin enables the City to utilize cooperative purchasing for goods and services from vendors selected through the competitive bidding process, satisfying local government requirements. Membership with the City of Austin is provided at no cost. Utilizing this cooperative purchasing agreement streamlines procurement processes by eliminating the need for individual public bids, resulting in both time and cost savings for City Staff through reduced administrative burden and competitive pricing advantages.

### Fiscal Impact

None

### Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

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## Attachments

Resolution 18857

Master Agreement 18857

**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 Texas Interlocal Purchasing Master Cooperative Agreement Contract No. 18857 to participate in a cooperative purchasing program by and between the City of Lubbock and the City of Austin 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:

  
\_\_\_\_\_  
Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Coop Purchasing Agreement 18857 City of Austin  
4.23.25

# TEXAS INTERLOCAL PURCHASING COOPERATIVE MASTER COOPERATIVE PURCHASING AGREEMENT

This **MASTER COOPERATIVE PURCHASING AGREEMENT**, is hereby established this 11<sup>th</sup> day of **JUNE, 2020**, and administered by the **CITY OF AUSTIN, TEXAS**, together with an accompanying **PARTICIPATING ADDENDUM** (collectively, the "Agreement") executed by their duly authorized representative, between those **LOCAL GOVERNMENTS** ("Members") listed herein, for the purpose of participating in cooperative procurement opportunities and is to be known hereafter as the "**TEXAS INTERLOCAL PURCHASING COOPERATIVE.**"

## RECITALS

WHEREAS, voluntary purchasing cooperatives between and among local government entities in the State of Texas have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, authorizes local governments to contract, to the greatest possible extent, with one another and agencies of the state; and

WHEREAS, Chapter 271 of the Texas Local Government Code, permits local governments to form purchasing cooperatives, to engage in cooperative purchasing for the benefit of all parties; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary goods and services; and

WHEREAS, cooperative purchasing results when a lead government establishes cooperative contracts, through required competition or as otherwise legally allowed, and makes these contracts available for use by participating governments that have entered into a cooperative agreement with the lead local government; and

WHEREAS, each participating government is independently responsible for executing their own contract based on the lead local government's cooperative contract; issuing, receiving, inspecting and accepting their own orders; resolving their own contractual disputes, and making their own timely payment for invoiced amounts; and

WHEREAS, the goods and services purchased under this Agreement will serve a government function as defined by Texas Government Code Section 791.003(3); and

WHEREAS, this Agreement will serve these ends;

TEXAS INTERLOCAL PURCHASING COOPERATIVE  
MASTER COOPERATIVE PURCHASING AGREEMENT

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the Members agree as follows:

1. Purpose.  
The purpose of the Agreement is to streamline and simplify compliance with Texas Local Government Code, Ch. 791, by establishing a collective or master cooperative purchasing agreement, under Texas Government Code Chapter 271, in which parties ("Members") may authorize and access one-another's cooperative contracts, without needing to execute and maintain multiple interlocal agreements with each Member individually.
2. Name.  
This Purchasing Cooperative shall be known as Texas Interlocal Purchasing Cooperative.
3. Administrator.  
This Purchasing Cooperative shall be administered by the City of Austin, Texas, by their Purchasing Officer or duly authorized delegate.
4. Leadership Structure - Initial Term.
  - A. As this Purchasing Cooperative is forming, in the initial year of its existence but not later than September 30, 2021, the Administrator will establish a leadership structure and associated procedures to govern the activities of the Purchasing Cooperative going forward.
  - B. Until a new leadership structure and associated procedures are established, the Administrator will take any actions and make any changes necessary to preserve and promote the Purchasing Cooperative through this initial term.
5. Members.
  - A. In accordance with Texas Local Government Code, Ch. 271.102, Local Governments may join this Purchasing Cooperative. Members agree that other Local Governments may, at their discretion, join this Agreement and become Members of this Purchasing Cooperative.
  - B. The list of Members to this Agreement is included herein and shall be periodically updated by the Administrator. See Attachment A.
  - C. To join this Purchasing Cooperative, Local Governments must complete and authorize a Participating Addendum, the same or substantially similar to the Form included herein and submit it to the Administrator. See Attachment B.
  - D. Each Member represents and warrants that its governing body has duly authorized

**TEXAS INTERLOCAL PURCHASING COOPERATIVE  
MASTER COOPERATIVE PURCHASING AGREEMENT**

its participation in the Purchasing Cooperative and that the Member will comply with all state and local laws and policies pertaining to purchasing goods and services.

- E. Until a leadership structure is established, membership in the Purchasing Cooperative is limited to Local Governments formed under Texas statutes and physically located within the jurisdiction of the State of Texas.

**6. Effective Date of Memberships.**

The Agreement shall take effect upon the effective date of each respective Member's executed Participating Addendum.

**7. Lead Cooperative Contracts.**

- A. As requested, Members shall provide information and access to those contracts in which they have included cooperative language and thereby making these lead cooperative contracts available for use by other Members.

- B. Members making their lead cooperative contracts available to other Members, shall have no obligation or liability for any participating cooperative contracts established by other Members.

**8. Participating Cooperative Contracts.**

- A. Members using a lead cooperative contract established by another Member, shall establish their own participating cooperative contract, inclusive of all applicable contents of the lead cooperative contract and any additional contents added by the Member, as agreeable to the contractor.

- B. Members shall be solely responsible for the legal compliance, administration, interpretation, ordering, payments, liabilities, enforcement and remediation of their participating cooperative contracts.

- C. Each Member shall pay for the performance of their cooperative contracts from current revenues available to the Member.

- D. Members shall not create participating cooperative contracts to procure professional services as defined by Texas Government Code Chapter 2254.

**9. Fees.**

During the initial term of this Purchasing Cooperative, Members shall not assess any fees when their lead cooperative contracts are used by other Members, including fees assessed directly to Members and fees assessed to the contractor. After the initial term this provision is subject to change.

**10. Term and Termination.**

**TEXAS INTERLOCAL PURCHASING COOPERATIVE  
MASTER COOPERATIVE PURCHASING AGREEMENT**

- A. This Agreement shall remain in effect until participation has been terminated by all but two of the parties.
- B. Upon providing reasonable notice to the Administrator, Members may terminate their participation in this Agreement and with it their membership at any time.
- C. Upon providing reasonable notice to the Member, the Administrator may terminate a Member's participation in this Agreement for any material violations of this Agreement.

**11. Amendment by Notice.**

The Administrator may amend this Agreement, in accordance with later adopted procedures, provided that prior written notice is sent to the Members at least 60 days prior to the effective date of any change described in such amendment and provided that the Member does not terminate its participation in the Purchasing Cooperative before the expiration of the 60 days.

**12. Jurisdiction/Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.

**13. Limitation of Liability.**

- A. By entering this Agreement, Members do not waive their governmental or sovereign immunity from liability afforded under law.
- B. In regard to any lawsuit or formal adjudication arising out of this Agreement, Members shall not be liable to the other(s) for any special, incidental, consequential, or exemplary damages.

**14. Notice.**

Any written notice to the Purchasing Cooperative shall be addressed to the following:

James Scarboro, Purchasing Officer  
City of Austin  
PO Box 1088  
Austin, Texas 78767-1088  
Phone: 512-974-2050 Email: [james.scarboro@austintexas.gov](mailto:james.scarboro@austintexas.gov)

**15. Entire Agreement.**

This is the complete and entire Agreement, including Appendix A - B, between the Members with respect to the matters herein and supersedes all prior agreements and negotiations, if any.

**TEXAS INTERLOCAL PURCHASING COOPERATIVE  
MASTER COOPERATIVE PURCHASING AGREEMENT**

## APPENDIX – A

The following **LOCAL GOVERNMENTS** have submitted completed **PARTICIPATING ADDENDA** and are recognized as Members of the **TEXAS INTERLOCAL PURCHASING COOPERATIVE**.

[illegible]

TEXAS INTERLOCAL PURCHASING COOPERATIVE  
MASTER COOPERATIVE PURCHASING AGREEMENT

**APPENDIX – B**

With this **PARTICIPATING ADDENDUM**, as of the effective date and as executed by their duly authorized representative, the **LOCAL GOVERNMENT** identified below hereby indicates itself as a party to the Agreement and a Member of the **TEXAS INTERLOCAL PURCHASING COOPERATIVE**.

**LOCAL GOVERNMENT**

**EFFECTIVE DATE**

City of Lubbock

\_\_\_\_\_  
(Local Government)

\_\_\_\_\_  
(Date)

**AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

Mark McBrayer

\_\_\_\_\_  
(Name)

MMcBrayer@mylubbock.us

\_\_\_\_\_  
(Email)

Mayor

\_\_\_\_\_  
(Title)

806-775-2003

\_\_\_\_\_  
(Phone)

**ADDITIONAL APPROVALS (as necessary)**



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## Information

### Agenda Item

**Resolution - Purchasing and Contract Management:** Consider a resolution authorizing the City Manager to execute Master Intergovernmental Cooperative Purchasing Agreement 18892, by and between the City of Lubbock and the City of Slaton, to participate in cooperative purchasing programs, for the purchase of municipal goods, products, and services from vendors selected through the competitive bidding process.

### Item Summary

In accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and the Cooperative Purchasing Program, Chapter 271 of the Texas Local Government Code, the proposed Interlocal Agreement will allow the City of Slaton to utilize Contract 18478 with Intermountain Slurry Seal, Inc., for micro-surfacing services as part of the 2025 Street Maintenance Program.

### Fiscal Impact

None

### Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

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## Attachments

Resolution - Contract 18896  
Agreement with Slaton

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Agreement, Contract No. 18892 by and between the City of Lubbock and the City of Slaton, TX for cooperative purchasing of goods and services, 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 Council.

Passed by the City Council this \_\_\_\_\_ 2025.

MARK W. MCBRAYER, MAYOR

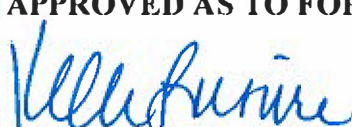
**ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Joe Jimenez, Chief Financial Officer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

STATE OF TEXAS           §

COUNTY OF LUBBOCK   §

**INTERLOCAL AGREEMENT FOR  
COOPERATIVE PURCHASING**

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Chapter 791, Government Code) and Cooperative Purchasing Program Participation (Chapter 271, Local Government Code) by and between the City of SLATON, a home-rule municipal corporation located in Slaton and Lubbock Counties, Texas, hereinafter referred to as "SLATON", and the City of Lubbock, a home-rule municipal corporation located in Lubbock County, Texas, hereinafter referred to as "LUBBOCK", both being governmental subdivisions of the State of Texas.

**WITNESSETH:**

WHEREAS, SLATON and LUBBOCK jointly desire to cooperate on selected governmental purchases in order to enjoy greater economy of scale and thereby reduced prices for certain commodities and services, including professional services, used by both governmental entities; and

WHEREAS, SLATON and LUBBOCK hereby agree to cooperate with each other in such purchases to the mutual benefit of all parties hereto; and

NOW, THEREFORE, SLATON and LUBBOCK do hereby agree as follows:

**ARTICLE I  
LEGAL AUTHORITY**

LUBBOCK and SLATON mutually warrant that they possess adequate legal authority to enter into this Agreement. The parties' governing bodies have authorized the signatory officials to enter into this agreement to bind the parties to the terms of this Agreement and any subsequent amendments thereto.

**ARTICLE II  
APPLICABLE LAWS**

SLATON and LUBBOCK agree to conduct all activities under this Agreement in accordance with all applicable Federal, State and/or local laws, ordinances, rules, regulations in effect or promulgated during the term of this Agreement and pursuant to Section 791.012, Government Code, and Section 271.102, Local Government Code.

### **ARTICLE III WHOLE AGREEMENT**

This Interlocal Agreement and any attachments, as provided herein, constitutes the complete agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to the matters contained herein. Except as otherwise provided herein, this Agreement cannot be modified without the written consent of both parties.

### **ARTICLE IV EFFECTIVE DATE/TERM**

This Agreement shall be effective upon execution by the parties. This Agreement shall continue in effect on an annual basis, unless one of the parties indicates in writing to the other party their intent to terminate this Agreement pursuant to Section VIII before the end of the contract year in question.

### **ARTICLE V SCOPE OF SERVICES**

LUBBOCK and SLATON hereby agree to jointly engage in the solicitation of bids for the purchase of such certain items or services as are used by both governmental entities and as may be jointly agreed upon by the purchasing officers of both parties. Neither party shall be required to use joint purchasing procedures for any purchase, either as lead purchasing agent or as receiving purchasing agent, if the purchasing officer of such party deems it not to be in the best interest of his governmental entity to engage in joint purchasing for such purchase. As a general rule, the governmental entity that uses the most of a particular commodity or service shall be the lead agent in soliciting joint purchase bids. The lead agent shall ensure that the bid solicitation complies with the most stringent requirements for the particular purchase to be found in the Government Code, the Local Government Code, or other applicable laws. Either party may purchase goods or services off contracts between the other party and a vendor, and such process satisfies the state law competitive bid requirements.

LUBBOCK and SLATON hereby agree to purchase goods and services from those vendors that the lead agent solicits for competitive bids or sealed proposals. Each party agrees to prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the lead agent. Each party to this agreement will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor. Each party reserves its right to reject any and all bids or sealed proposals and to proceed in its best interest on any solicitation for bids or sealed proposals.

Ownership (title) of materials purchased shall transfer directly from the vendor to the applicable party. Purchase of materials or services involving special contracts or

warranties shall require each party to execute individual contracts with the vendor for its part of the joint purchase.

## **ARTICLE VI PAYMENTS**

Each party to this agreement ordinarily shall be responsible for payment of its portion of the proportionate purchase costs directly to the vendor or service provider. To the extent that any payments may be required to be made to one another as a matter of convenience, such payments shall be made from current funds available to the paying party on or before the date of the delivery of any materials or services under this Agreement.

## **ARTICLE VII CHANGES OR AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

## **ARTICLE VIII TERMINATION PROCEDURES**

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party. Termination under this section shall have the effect of ending future joint purchases, but it shall in no way render the obligations of a party to a vendor or the other party on existing purchases void or ineffective.

## **ARTICLE IX SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable for any reason, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

## **ARTICLE X FORCE MAJEURE**

To the extent that either party of this Agreement shall be wholly or partially prevented from the performance of the term specified or of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties' control and not attributable to its' malfeasance, neglect or nonfeasance, in

such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

## **ARTICLE XI VENUE**

Venue and jurisdiction of any lawsuit, or cause of action arising under or in connection with this Agreement, shall lie exclusively in Lubbock County, Texas.

## **ARTICLE XII NOTICE**

Notice as required by this Agreement shall be in writing delivered to the parties by facsimile or certified mail at the addresses listed below. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

## **ARTICLE XIII HOLD HARMLESS; MUTUAL RESPONSIBILITY**

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this agreement.

SLATON and LUBBOCK agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to SLATON or LUBBOCK under Texas law and without waiving any defenses of SLATON or LUBBOCK under Texas law. The provisions of this section are solely for the benefit of SLATON and LUBBOCK and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

### **THE CITY OF LUBBOCK**

Marta Alvarez  
Director of Purchasing & Contract Mgmt.  
City of Lubbock  
P.O. Box 2000  
Lubbock, Texas 79457  
Telephone: (806) 775-2572

### **THE CITY OF SLATON**

Wade Willson  
Purchasing Agent  
City of Slaton  
130 S. 9th  
Slaton Texas 79364  
Telephone: (806) 828-2000

Facsimile: (806) 775-2164

Facsimile: (806) 828-2000

**ARTICLE XIII  
DESIGNATION OF AGENT**

LUBBOCK and SLATON hereby designate the following persons to act under the direction of, and on behalf of each local government in all matters relating to this Agreement. Acting for LUBBOCK shall be Marta Alvarez and acting for SLATON shall be Wade Willson.

EXECUTED on this the 10<sup>th</sup> day of March, 2025.

CITY OF LUBBOCK:

\_\_\_\_\_  
Mark McBrayer, Mayor

CITY OF SLATON

  
\_\_\_\_\_  
Clifton Shaw, Mayor

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

ATTEST:

  
\_\_\_\_\_  
Pamela King, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Marta Alvarez, Director of Purchasing  
And Contract Management

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Wade Willson, City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bryan Guymon, City Attorney



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## Information

### Agenda Item

**Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing right-of-way located in Section 20, Block AK, Lubbock County, Texas, at 120th Street, east of Milwaukee Avenue, and west of Iola Avenue, due to a change in the development of this property.

### Item Summary

The City of Lubbock is in receipt of a request to abandon and close right-of-way located on 120th Street, east of Milwaukee Avenue.

The total area of the right-of-way being closed is 27,985 square feet. The proponent desires to close the road due to a change in the development of this property, which contains no infrastructure.

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

### 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

June Estates - Ordinance

June Estates - Metes and Bounds

June Estates - GIS Map



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ABANDONING AND CLOSING RIGHT-OF-WAY LOCATED IN SECTION 20, BLOCK AK, 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

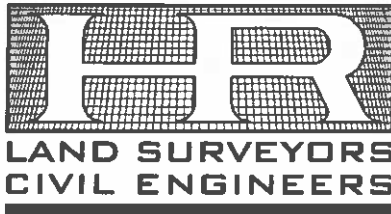
APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

Ord.ROW abandon and close June Estates  
4.16.25



**HUGO REED AND ASSOCIATES, INC.**  
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891  
TEXAS REGISTERED ENGINEERING FIRM F-760  
TEXAS LICENSED SURVEYING FIRM 100676-00

## **EXHIBIT "A"**

### **RIGHT-OF-WAY EASEMENT CLOSURE**

METES AND BOUNDS DESCRIPTION of a 0.6424-acre tract of land located in Section 20, Block AK, Lubbock County, Texas, being a portion of that right-of-way easement as granted in Volume 1885, Page 819, of the Deed Records of Lubbock County, Texas, said 0.6424-acre tract being further described as follows:

BEGINNING at a point for the Southwest corner of this tract, which bears N.01°41'11" E. a distance of 660.00 feet and S. 88°19'49" E. a distance of 1049.40 feet from the Southwest corner of the Northwest quarter of Section 20, Block AK, Lubbock County, Texas;

THENCE N. 01°39'22" E. a distance of 30.00 feet to a point for the Northwest corner of this tract;

THENCE S. 88°19'49" E. a distance of 932.86 feet to a point for the Northeast corner of this tract;

THENCE S. 01°41'11" W. a distance of 30.00 feet to a point for the Southeast corner of this tract;

THENCE N. 88°19'49" W. a distance of 932.84 feet to the Point of Beginning.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0)  
Distances are Surface, U.S. Survey Feet.

Contains: 27,985 square feet

**PREPARED FOR EASEMENT CLOSURE ONLY**

Prepared for Loop 88 LLC

March 14, 2025

**Proposed Right of Way Closure  
Located in Section 20, Block AK**

UNSUBDIVIDED

120TH ST

Proposed ROW Closure  
27,985 sq ft

Proposed ROW Closure  
27,985 sq ft

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

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## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License, and related documents, by and between the City of Lubbock and Vestis Uniform, to build an enclosed area for linen processing, on Magnolia Avenue, north of 36th Street.

### Item Summary

Vestis Uniform requests a Street Use License utilizing a 160.5 square feet portion of Magnolia Avenue, for the purpose of building an enclosed area for linen to be processed.

The term of the license is for twenty (20) years payable every five (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. The license fee for each 5-year period is \$500 paid in advance, pursuant to current City policy.

### Fiscal Impact

\$500 to the General Fund

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

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## Attachments

Vestis - Resolution

Vestis - Street Use License

Vestis - Metes and Bounds

Vestis - GIS Map

**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License by and between the City of Lubbock and Vestis Uniform, and related documents. Said License is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**Passed by the City Council on \_\_\_\_\_.**

\_\_\_\_\_  
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
John Turpin, Division Director of Engineering/City Engineer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

Res. Street Use License - Vestis  
4.25.25

## STREET USE LICENSE

20

KNOW ALL MEN BY THESE PRESENTS:

§

This License made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, and the **VESTIS UNIFORM**, 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 Magnolia Avenue for an enclosure, and being further described as follows:

A portion of land located in Lot 2-A, Block 2, McLaughlin Subdivision, and addition to the City of Lubbock, 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 five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the 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 **3508 Magnolia Avenue, Lubbock, Texas 79404**, 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 ONE HUNDRED DOLLARS AND 00/100 (\$100.00) 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

**VESTIS UNIFORM:**

By: \_\_\_\_\_

Printed Name: Peter Gonzalez

Title: Maint. Manager

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 Lebbeck §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Peter Gonzales, 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 VESTIS UNIFORM.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25<sup>th</sup> day of April, 2025.



Michael Oneil  
Notary Public in and for the State of Texas  
My Commission Expires: 8/15/27

**METES AND BOUNDS DESCRIPTION** of a 0.0037 acre portion of Magnolia Avenue, dedicated by plat recorded in Volume 347, Page 381 of the Deed Records of Lubbock County, Texas, said 0.0037 acre tract being further described as follows:

**BEGINNING** at a "MAG" nail with washer marked "HRA" set in the West right-of-way line of said Magnolia Avenue and the Eastern boundary of Lot 2-A, Block 2, McLaughlin Subdivision, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1939, Page 352 of the Deed Records of Lubbock County, Texas, for the Northwest corner of this tract, which bears S. 01°51'49" W. a distance of 92.00 feet from a "MAG" nail with washer marked "HRA" set for the original Northeast corner of said Lot 2-A, Block 2, McLaughlin Subdivision, and from whence a found 1/2" iron rod bears N. 01°51'49" E. a distance of 117.00 feet;

**THENCE** S. 88°08'11" E. a distance of 5.35 feet to a "MAG" nail with washer marked "HRA" set for the Northeast corner of this tract;

**THENCE** S. 01°51'49" W. a distance of 30.00 feet to a "MAG" nail with washer marked "HRA" set for the Southeast corner of this tract;

**THENCE** N. 88°08'11" W. a distance of 5.35 feet to a "MAG" nail with washer marked "HRA" set in the West right-of-way line of said Magnolia Avenue and the Eastern boundary of said Lot 2-A, for the Southwest corner of this tract, from whence a 1/2" square metal tube found at the Southeast corner of Lot 1, Block 30, of the Nelson-Brown Addition to the City of Lubbock, Lubbock County, Texas, according to the plat, map, and/or dedication deed thereof recorded in Volume 347, Page 381 of the Deed Records of Lubbock County, Texas, bears S. 01°51'50" W. a distance of 1503.00 feet;

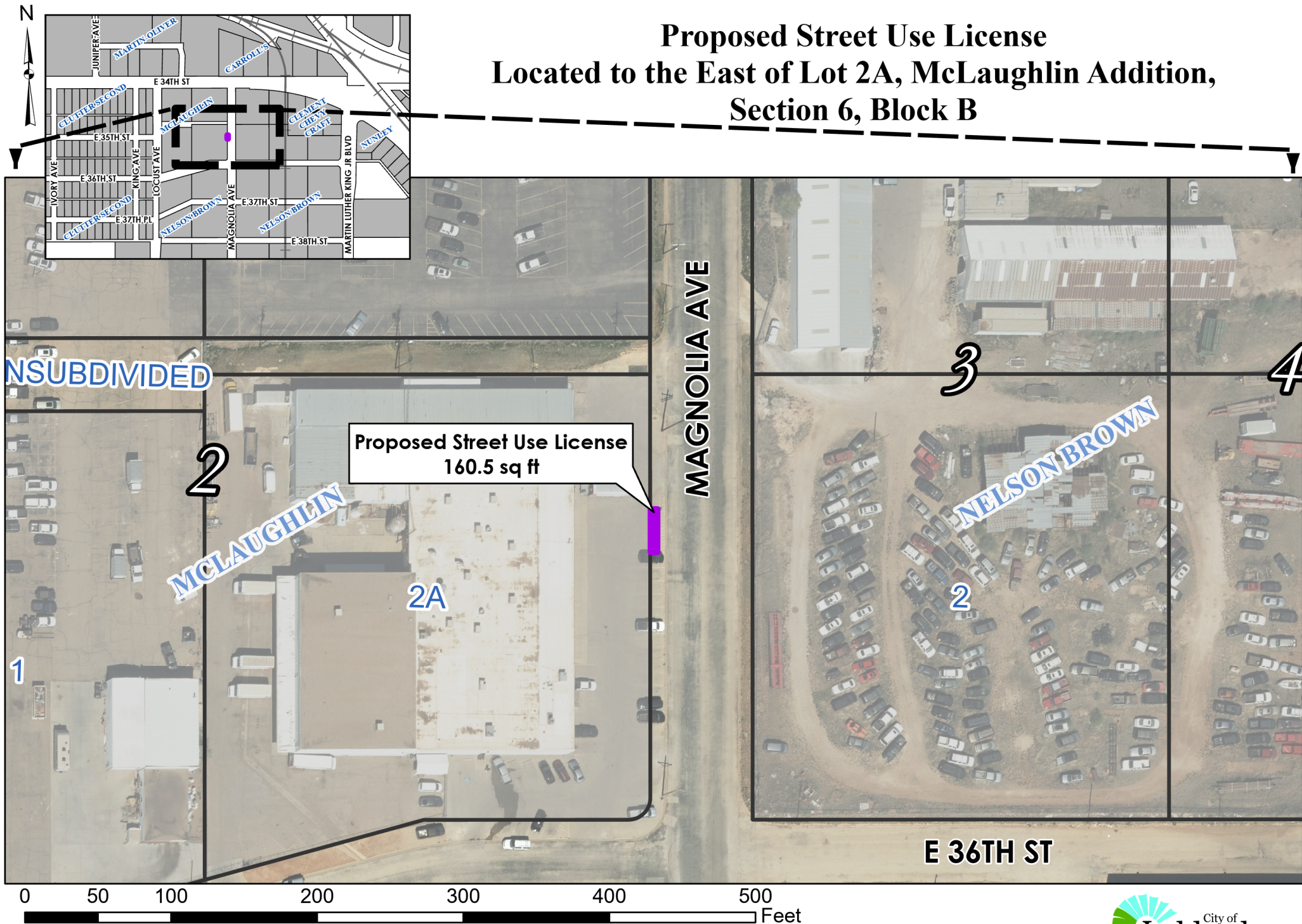
**THENCE** N. 01°51'49" E., along the West right-of-way line of said Magnolia Avenue and the Eastern boundary of said Lot 2-A, a distance of 30.00 feet to the Point of Beginning.

Contains: 160.5 square feet more or less.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone (2011). Distances are Surface, U.S. Survey Feet.



**Proposed Street Use License**  
**Located to the East of Lot 2A, McLaughlin Addition,**  
**Section 6, Block B**



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.

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## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License, and related documents, by and between the City of Lubbock and Smaze Investments, LLC, for the purpose of building encroachment, located at 3rd Street and Avenue U.

### Item Summary

Smaze Investments, LLC is requesting a Street Use License utilizing a 2.95 square foot portion of 3rd Street for the purpose of building encroachment.

The term of the license is for ten (10) years payable every five (5) years in advance and each successive 5-year term not to exceed 10 years, unless either party gives written notice of termination to the other party. The license fee for each 5-year period is \$500 paid in advance, pursuant to current City policy.

### Fiscal Impact

\$500 to the General Fund

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

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## Attachments

Smaze Investments - Resolution

Smaze Investments - Street Use License

Smaze Investments - Survey

Smaze Investments - GIS Map

**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License by and between the City of Lubbock and Smaze Investments, LLC, and related documents. Said License is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
John Turpin, Division Director of Engineering/City Engineer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

Res. Street Use License - Smaze  
4.25.25

## STREET USE LICENSE

THE STATE OF TEXAS                   §  
COUNTY OF LUBBOCK               §

KNOW ALL MEN BY THESE PRESENTS:

This License made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, and the **SMAZE INVESTMENTS, 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 3rd Street for an enclosure, and being further described as follows:

A portion of land located in Section 19, Block A, C.D. Crump Subdivision, and addition to the City of Lubbock, 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 five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed ten (10) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first or second 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 **302 Avenue U, Lubbock, Texas 79415**, 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 FIVE HUNDRED DOLLARS AND 00/100 (\$500.00) 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:**

**SMAZE INVESTMENTS, LLC:**

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Chas McLaughlin*  
*Chas McLaughlin*  
*Owner*

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 Lubbock §

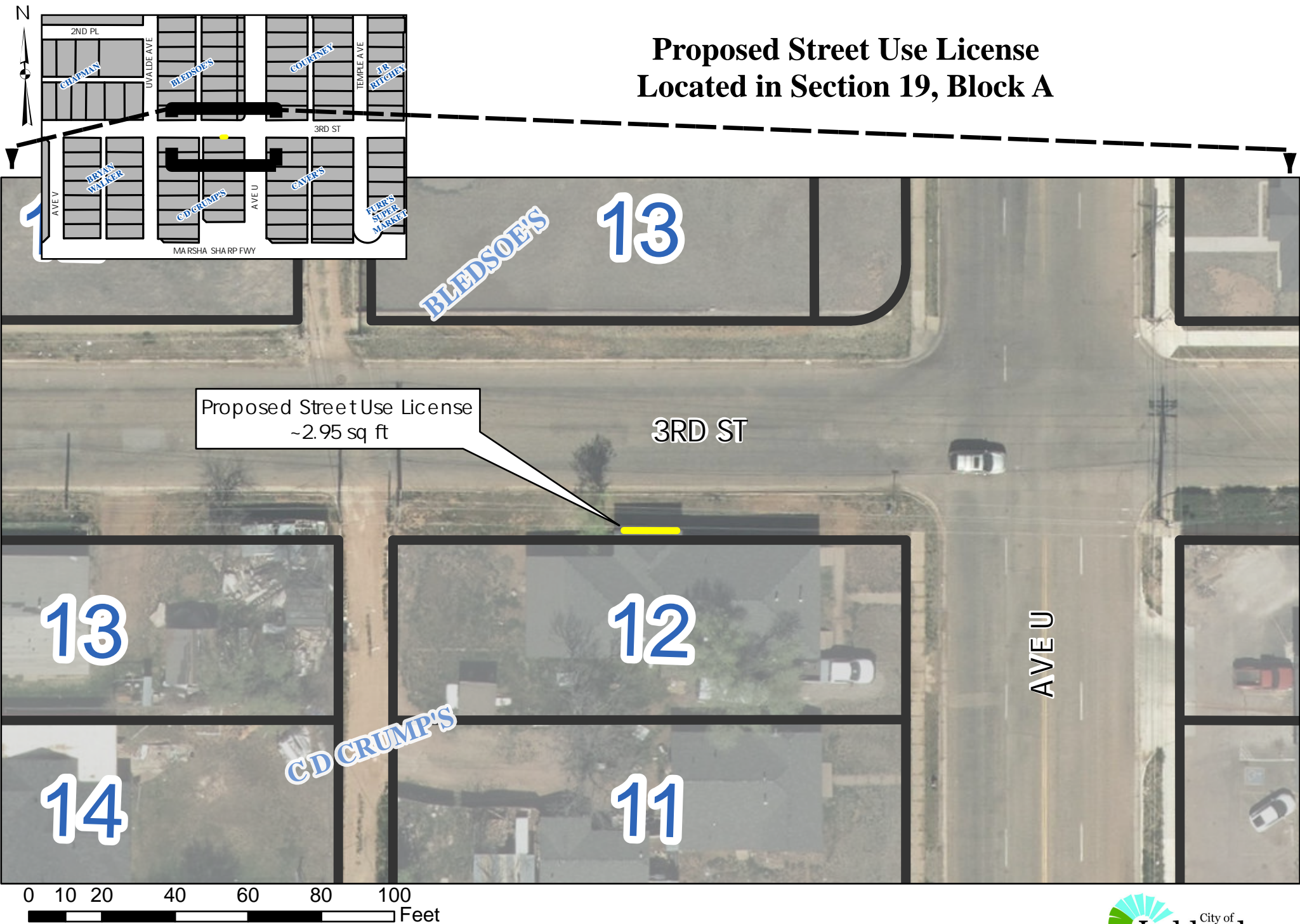
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Chester McQuinn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said **SMAZE INVESTMENTS, LLC**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25<sup>th</sup> day of April, 2025.



Michael Oneil  
Notary Public in and for the State of Texas  
My Commission Expires: 8/15/27





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.



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## Information

### Agenda Item

**Ordinance 2nd Reading - Engineering:** Consider Ordinance No. 2025-O0053, adopting a revised City of Lubbock Master Thoroughfare Plan Map.

### Item Summary

On April 22, 2025, the City Council approved the first reading of the ordinance unanimously.

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.

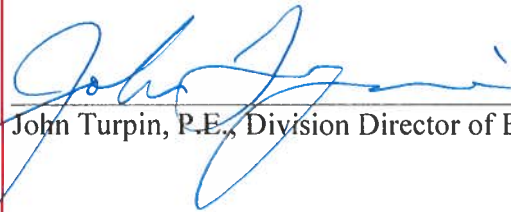
Passed by the City Council on second reading on \_\_\_\_\_, 2025.

\_\_\_\_\_  
**MARK W. MCBRAYER, MAYOR**


**ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

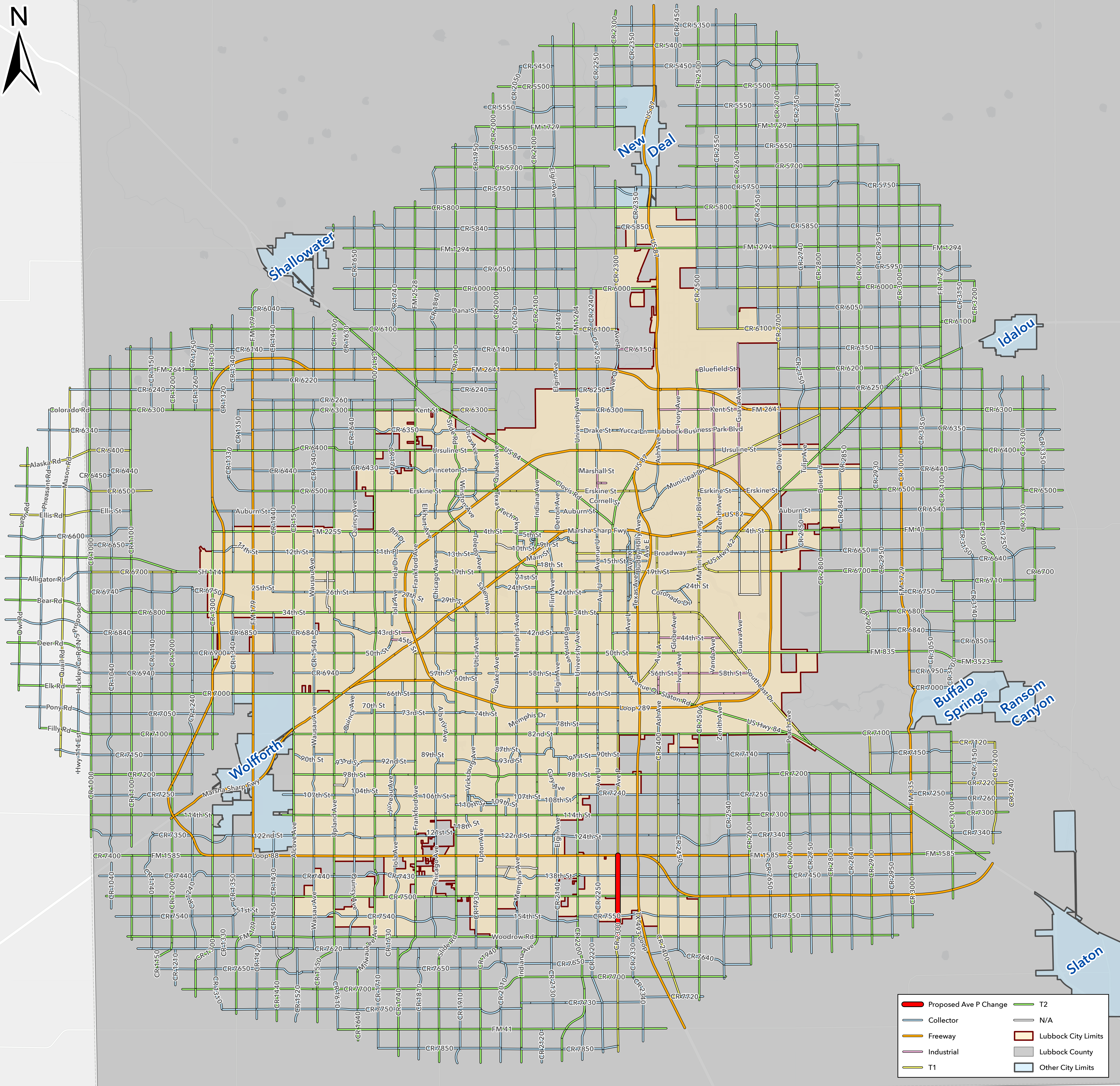
**APPROVED AS TO CONTENT:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney





# Proposed Change to 2018 Thoroughfare Plan

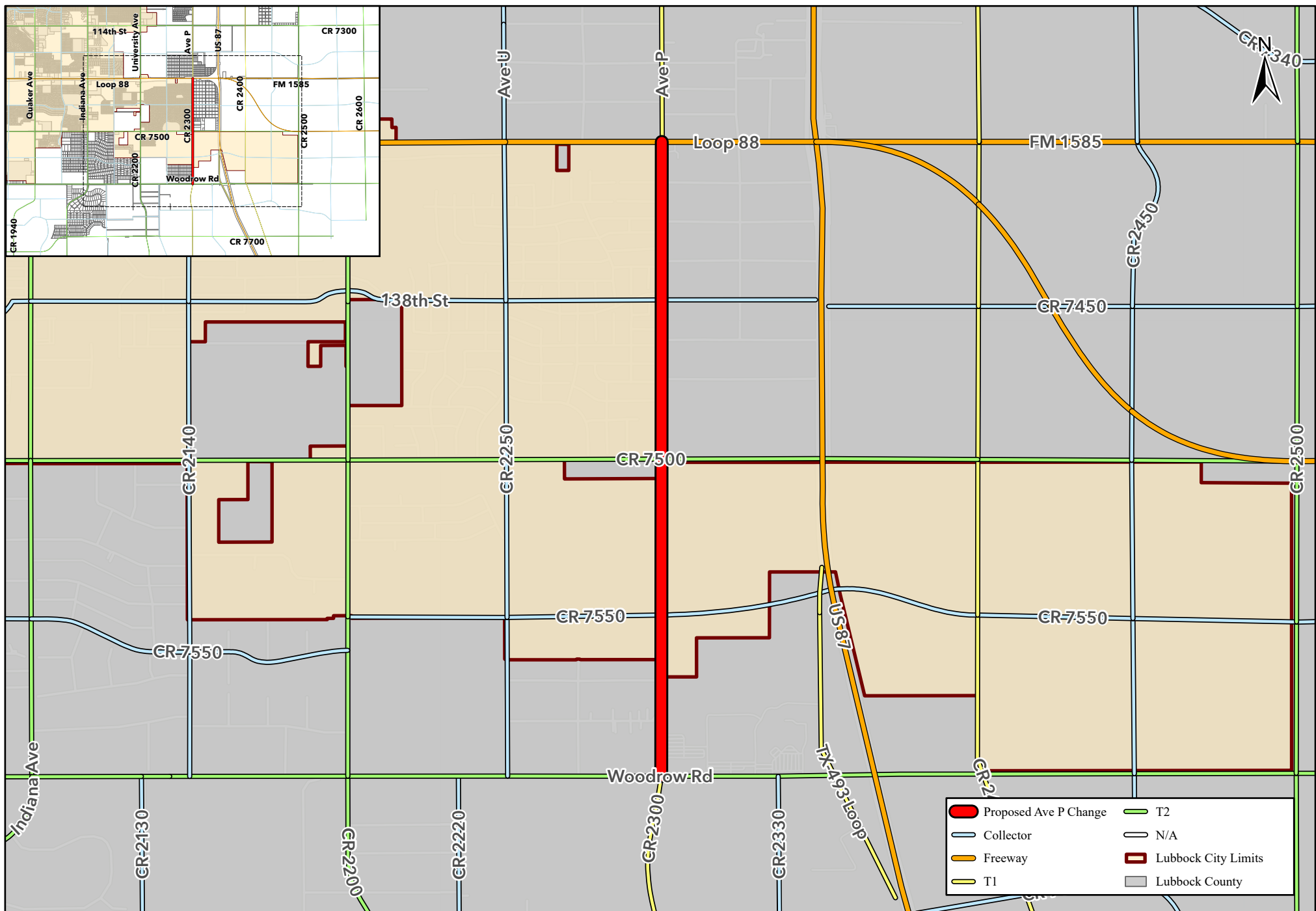
## Avenue P From 130th to Woodrow Road



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

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## **Information**

### **Agenda Item**

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract No. 18190, and related documents, by and between the City of Lubbock and Lone Star Dirt & Paving, LTD, for the 66th Street Channel Drainage Project.

### **Item Summary**

This project involves excavating Playa Lake 100 and enhancing the drainage channel along 66th Street from Upland Avenue, along Santa Fe Drive, to Playa Lake 039. The project aims to improve drainage capacity, and will ultimately lead to the removal of several properties from the floodplain.

On November 12, 2024, a unit price construction contract was awarded to Lone Star Dirt & Paving, LTD., per Request for Proposal (RFP) 24-18190-TF, with 280 calendar days of construction time.

The scope of work of Change Order No. 1 includes the relocation of existing electric and gas service lines, the removal of excess soil to be hauled to Meadowbrook Golf Course and offsite, and a cost reduction for a material substitution. As a result, the contract price will increase by \$844,890.28, along with a 113-calendar-day extension to the contract. This Change Order will not require a budget amendment as the Capital Improvement Project has sufficient funds to cover the costs associated with this change order.

### **Fiscal Impact**

Change Order No. 1 for \$844,890.28 is funded in Capital Improvement Project 92654, Upland Avenue and 66th Street Playa Lake Drainage 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

Change Order No. 1

Contract 18190

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, Change Order No. 01 to that certain Contract No. 18190 by and between the City of Lubbock and Lonestar Dirt and Paving for the 66<sup>th</sup> Street channel drainage project as per RFP 24-18190-TF, and related documents. Said Change Order No. 01 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

## Office of Purchasing and Contract Management Change Order

Contract No: 18190	Contractor: Lonestar Dirt and Paving
Change Order No: 001	Contract Title: 66 <sup>th</sup> Street Channel Drainage Project
Bid/RFP No: RFP-18190	Project No: 92654.9243.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid. Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary):

This combined change order #1 includes: private utility relocates, excess soil removal, and articulating concrete block alternate. This also includes the addition of 113 calendar days. Please see the attached documentation for further details.

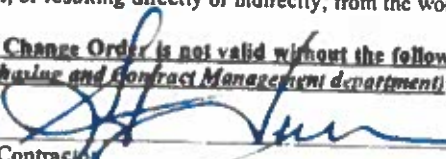
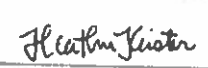

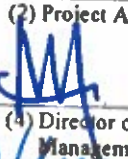
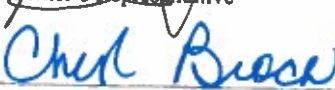
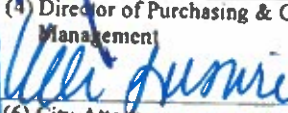
Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations 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:	\$ 4,302,677.00
B.	AMOUNT OF THIS CHANGE ORDER: Note Council approval required if (+/-) \$50,000	\$ 844,890.28
	COST CENTER: ACCOUNT: 92654.9243.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	20%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	\$ 844,890.28
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	20%
G.	NEW CONTRACT AMOUNT (A+E):	\$ 5,147,567.28

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  Date: 04/16/2025	(2) Project Architect/Engineer  Date: 04/15/2025	(3) Owner's Representative  Date: 04/25/2025
(4) Director of Purchasing & Contract Management  Date: 4/28/25	(5) Capital Project Manager  Date: 4/28/25	(6) City Attorney  Date: 4-28-25

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 #: _____	



<b>Project</b>	66 <sup>th</sup> Street Drainage Channel Improvements	<b>Project Number</b>	92654.9243.30000
<b>Owner</b>	City of Lubbock		
<b>Contractor</b>	Lonestar Dirt and Paving		
<b>Construction Manager</b>	Freese and Nichols Inc.		LUB24404
<b>Design Professional</b>	Heather Keister		

Change Order No. 001 Date 04/15/2025

**Make the following modifications to the Contract Documents:**

Item	Description	Change Amount
1	RCP-001.1 – Gas Service Relocation	\$ 154,946.57
2	RCP-002 – Relocation of SPEC Service Lines	\$ 90,000.04
3	RCP-003.1 – Removal of Remaining Soil from Playa Lake 100	\$ 504,000.00
4	RCP-004.1 – Meadowbrook Golf Course soil 22,000cy	\$ 151,680.00
5	RCP-005 – AT&T Cell Tower Power Relocation	\$ 49,943.92
6	CP-001 – Articulating Concrete Bock Alternate	\$ (105,680.25)
<b>Net Change in Contract Price this Change Order</b>		\$ 844,890.28
<b>Net Change in Contract Times this Change Order (Weather Delays Included)</b>		113 days

*The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.*

a. Original Contract Price	\$ 4,302,677.00
b. Previously Approved Change Order/Contract Amendment Amounts	\$ 0
c. Adjusted Contract Price ( a + b )	\$ 4,302,677.00
d. Contract Amendment Amount	\$ 844,890.28
e. Revised Contract Price ( c + d )	\$ 5,147,567.28
f. Percent Change in Contract Price to Date	20 %

	Original	Previous	Current
Substantial Completion Date	07/14/2025	07/14/2025	11/04/2025
Final Completion Date	08/13/2025	08/13/2025	12/04/2025

**Recommended by Design Professional**

Heather Keister 04/15/2025  
Name Date

**Approved by Contractor**

[Signature] 4/14/25  
Name Date

**Recommended by Construction Manager**

Kelly Smith 04/15/2025  
Name Date

**Approved by Owner**

\_\_\_\_\_  
Name Date

RCP-001.1

## Gas Service Relocation

\$154,946.57

23 Days

<b>Project</b>	66th Street Drainage Channel Improvements	<b>Project Number</b>
<b>Owner</b>	City of Lubbock	LUB24404
<b>Builder</b>	Lone Star Dirt & Paving	
<b>Designer</b>	Freese and Nichols, Inc.	
<b>CM</b>	Kelly Smith	

<b>RCP No.</b>	RCP-001.1	<b>Builder Submittal No.</b>
<b>Specification</b>		
<b>Drawing / Detail</b>	PP-03 to PP-08	

## NOTIFICATION TO BUILDER

***The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.***

Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.

<b>Comments</b>	Submit price for relocation of individual gas service lines in conflict with drainage channel behind Santa Fe Dr. STA 20 00 to STA 63 00.		
<b>Attachment</b>			
<b>Submitted By</b>	Kelly Smith	<b>Date</b>	04/15/2025

## BUILDER'S RESPONSE

***We respond to your request as follows:***

We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.

<b>Cost Impact</b>	\$154,946.57
<b>Time Impact</b>	23 Days
<b>Comments</b>	Submit price for relocation of individual gas service lines in conflict with drainage channel behind Santa Fe Dr. STA 20 00 to STA 63 00.
<b>Attachments</b>	RCP-001.1-Gas service relocation-Colin Coe-Pending.pdf

**CONSTRUCTION MANAGER'S RESPONSE**

<b>Status</b>	Change Order will be Issued		
<b>Action</b>	Final Distribution		
<b>Comments</b>			
<b>Returned By</b>	Kelly Smith	<b>Date</b>	04/15/2025



### PRINCING QUOTE - Gas Service Line Relocation

### ADDITIONAL TIME

**GRAND TOTAL**

**\$154,946.57**

# RCP-002

Relocation of SPEC Service Lines

\$90,000.04

21 Days

<b>Project</b>	66th Street Drainage Channel Improvements	<b>Project Number</b>
<b>Owner</b>	City of Lubbock	LUB24404
<b>Builder</b>	Lone Star Dirt & Paving	
<b>Designer</b>	Freese and Nichols, Inc.	
<b>CM</b>	Kelly Smith	

<b>RCP No.</b>	RCP-002	<b>Builder Submittal No.</b>
<b>Specification</b>		
<b>Drawing / Detail</b>	PP-03 to PP-08	

## NOTIFICATION TO BUILDER

***The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.***

Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.

<b>Comments</b>	Submit price for relocation of electrical service lines under drainage channel along Santa Fe Dr. and tie into existing electrical conduit on property owner's side of drainage channel. See attached pdf for list of properties requiring lowering.		
<b>Attachment</b>	RCP-002-Relocation of SPEC Service Lines-Kelly Smith-Pending.pdf		
<b>Submitted By</b>	Kelly Smith	<b>Date</b>	12/17/2024

## BUILDER'S RESPONSE

***We respond to your request as follows:***

We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.

<b>Cost Impact</b>	\$90,000.04
<b>Time Impact</b>	21 Days
<b>Comments</b>	Submit price for relocation of electrical service lines under drainage channel along Santa Fe Dr. and tie into existing electrical conduit on property owner's side of drainage channel. See attached pdf for list of properties requiring lowering.

Attachments	RCP-002-Relocation of SPEC Service Lines-Kelly Smith-Pending.pdf		
CONSTRUCTION MANAGER'S RESPONSE			
Status	Change Order will be Issued		
Action	Final Distribution		
Comments			
Returned By	Kelly Smith	Date	01/23/2025



Parcel Number	Address Number	Street Name	Service Amperage	Meter Location	Distance to Panel	Relocation By:	Date Visited	Status
1	7421	66th Street				N/A		
2	7401	66th Street				N/A		
3	6502	Upland Ave				N/A		
4	6601	Upland Ave				N/A		
5	7113	Santa Fe Drive				SPEC		
6	7111	Santa Fe Drive				SPEC		
7	7109	Santa Fe Drive				SPEC		
8	7107	Santa Fe Drive				SPEC		
9	7105	Santa Fe Drive				SPEC		
10	7103	Santa Fe Drive				SPEC		
11	7101	Santa Fe Drive				SPEC		
12	7009	Santa Fe Drive				LSDP		
13	7007	Santa Fe Drive				SPEC		
14	7005	Santa Fe Drive				LSDP		
15	7003	Santa Fe Drive				LSDP		
16	7001	Santa Fe Drive				SPEC		
17	6725	Santa Fe Drive				SPEC		
18	6723	Santa Fe Drive				LSDP		
19	6721	Santa Fe Drive				LSDP		
20	6719	Santa Fe Drive				LSDP		
21	6717	Santa Fe Drive				SPEC		
22	6715	Santa Fe Drive				SPEC		
23	6713	Santa Fe Drive				LSDP		
24	6711	Santa Fe Drive				LSDP		
25	6709	Santa Fe Drive				LSDP		
26	6707	Santa Fe Drive				LSDP		
27	6705	Santa Fe Drive				LSDP		
28	6703	Santa Fe Drive				LSDP		
29	6701	Santa Fe Drive				LSDP		
30	6602	MSF				N/A		

Lone Star Dirt & Paving  
 11820 University Ave  
 Lubbock, TX 79423



## 66th Street Channel RCP-002

### PRINCING QUOTE - SPEC SERVICE LINE RELOCATION

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
1	<b>Relocate Existing Service to Residence</b>	13	ea	\$6,923.08	\$90,000.04
	Locate Intercept points on UG services			\$0.00	\$0.00
	Install UG J-boxes			\$0.00	\$0.00
	Build and install new meter and breaker at			\$0.00	\$0.00
	existing SPEC pedestal			\$0.00	\$0.00
	Bore and install conduit from Main to J-box			\$0.00	\$0.00
	Terminate all meters prior to scheduled			\$0.00	\$0.00
	outage to resident			\$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	\$0.00
	<b>SUBTOTAL</b>				<b>\$90,000.04</b>

### ADDITIONAL TIME

	ADDITIONAL TIME FOR CREWS TO RELOCATE EXISTING GAS LINES	21 CALENDAR DAYS

**GRAND TOTAL**

**\$90,000.04**

RCP-003.1

Removal of Remaining Soil  
from Playa Lake 100

\$504,000.00

22 Days

<b>Project</b>	66th Street Drainage Channel Improvements	<b>Project Number</b>
<b>Owner</b>	City of Lubbock	LUB24404
<b>Builder</b>	Lone Star Dirt & Paving	
<b>Designer</b>	Freese and Nichols, Inc.	
<b>CM</b>	Kelly Smith	

<b>RCP No.</b>	RCP-003.1	<b>Builder Submittal No.</b>
<b>Specification</b>		
<b>Drawing / Detail</b>	EX-01	

## NOTIFICATION TO BUILDER

***The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.***

Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.

<b>Comments</b>	Removal of 56,000 cubic yards of Remaining Soil from Playa Lake 100 off project limits		
<b>Attachment</b>			
<b>Submitted By</b>	Kelly Smith	<b>Date</b>	04/14/2025

## BUILDER'S RESPONSE

***We respond to your request as follows:***

We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.

<b>Cost Impact</b>	\$504,000.00
<b>Time Impact</b>	22 Days
<b>Comments</b>	Removal of 56,000 cubic yards of Remaining Soil from Playa Lake 100 off project limits
<b>Attachments</b>	RCP-003.1-Removal of Remaining Soil From Playa Lake 100-Colin Coe-Pending.pdf

**CONSTRUCTION MANAGER'S RESPONSE**

<b>Status</b>	Change Order will be Issued		
<b>Action</b>	Final Distribution		
<b>Comments</b>			
<b>Returned By</b>	Kelly Smith	<b>Date</b>	04/15/2025



66th Street Channel RCP-003.1					
<b>PRINCING QUOTE - Disposal of Unsuitable Materials (Excavation)</b>					
ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
	DISPOSAL OF UNSUITABLE MATERIAL	56,000	CY	\$9.00	\$504,000.00
	Hauling			\$0.00	\$0.00
	Dump Fee			\$0.00	\$0.00
	Knock Down			\$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	\$0.00
				\$0.00	\$0.00
	<b>SUBTOTAL</b>				<b>\$504,000.00</b>
<b>ADDITIONAL TIME</b>					
	ADDITIONAL TIME FOR CREWS TO HAUL OFF EXCESS DIRT				22 CALENDAR DAYS
<b>GRAND TOTAL</b>					<b>\$504,000.00</b>

	ADDITIONAL TIME FOR CREWS TO HAUL OFF EXCESS DIRT	22 CALENDAR DAYS

**\$504,000.00**

RCP-004.1

Meadowbrook Golf Course

Soil 18,960cy

\$151,680.00

14 Days

<b>Project</b>	66th Street Drainage Channel Improvements	<b>Project Number</b>
<b>Owner</b>	City of Lubbock	LUB24404
<b>Builder</b>	Lone Star Dirt & Paving	
<b>Designer</b>	Freese and Nichols, Inc.	
<b>CM</b>	Kelly Smith	

<b>RCP No.</b>	RCP-004.1	<b>Builder Submittal No.</b>
<b>Specification</b>		
<b>Drawing / Detail</b>	EX-01	

## NOTIFICATION TO BUILDER

***The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.***

Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.

<b>Comments</b>	Deliver 18,960 cubic yards of high PI soil from Playa Lake 100 to Meadowbrook Golf Course and dump in designated area.		
<b>Attachment</b>			
<b>Submitted By</b>	Kelly Smith	<b>Date</b>	04/14/2025

## BUILDER'S RESPONSE

***We respond to your request as follows:***

We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.

<b>Cost Impact</b>	\$151,680.00
<b>Time Impact</b>	14 Days
<b>Comments</b>	Deliver 18,960 cubic yards of high PI soil from Playa Lake 100 to Meadowbrook Golf Course and dump in designated area.
<b>Attachments</b>	RCP-004.1-Meadowbrook Golf Course Soil 18,960cy-Colin Coe-Pending.pdf



**CONSTRUCTION MANAGER'S RESPONSE**

<b>Status</b>	Change Order will be Issued		
<b>Action</b>	Final Distribution		
<b>Comments</b>			
<b>Returned By</b>	Kelly Smith	<b>Date</b>	04/15/2025



### PRINCING QUOTE - SOIL HAUL TO MCKENZIE PARK

### ADDITIONAL TIME

**GRAND TOTAL**

**\$151,680.00**

RCP-005

# AT&T Cell Tower Electrical Service Relocation

\$49,943.92

14 Days

<b>Project</b>	66th Street Drainage Channel Improvements	<b>Project Number</b>
<b>Owner</b>	City of Lubbock	LUB24404
<b>Builder</b>	Lone Star Dirt & Paving	
<b>Designer</b>	Freese and Nichols, Inc.	
<b>CM</b>	Kelly Smith	

<b>RCP No.</b>	RCP-005	<b>Builder Submittal No.</b>
<b>Specification</b>		
<b>Drawing / Detail</b>	EX-01	

## NOTIFICATION TO BUILDER

***The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.***

Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.

<b>Comments</b>	Submit a cost to lower electrical service lines to at least minimum burial depths to clear drainage channel excavation		
<b>Attachment</b>	RCP-005-AT&T Cell Tower Power Relocation-Kelly Smith-Pending.pdf		
<b>Submitted By</b>	Kelly Smith	<b>Date</b>	04/09/2025

## BUILDER'S RESPONSE

***We respond to your request as follows:***

We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.

<b>Cost Impact</b>	\$49,943.92
<b>Time Impact</b>	14 Days
<b>Comments</b>	Submit a cost to lower electrical service lines to at least minimum burial depths to clear drainage channel excavation
<b>Attachments</b>	RCP-005-AT&T Cell Tower Power Relocation-Kelly Smith-Pending.pdf RCP-005-AT&T Cell Tower Power Relocation-Colin Coe-Pending.pdf

**CONSTRUCTION MANAGER'S RESPONSE**

<b>Status</b>	Change Order will be Issued		
<b>Action</b>	Final Distribution		
<b>Comments</b>			
<b>Returned By</b>	Kelly Smith	<b>Date</b>	04/15/2025



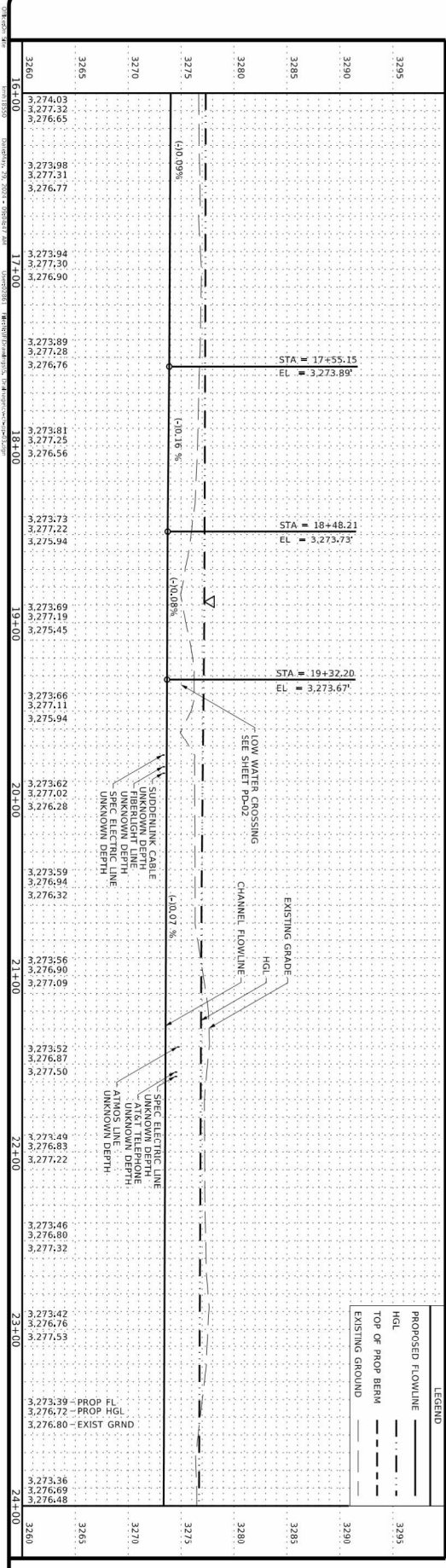
## PRINCING QUOTE - RELOCATE CELLULAR TOWER UTILITIES

### ADDITIONAL STIPULATIONS

**GRAND TOTAL**

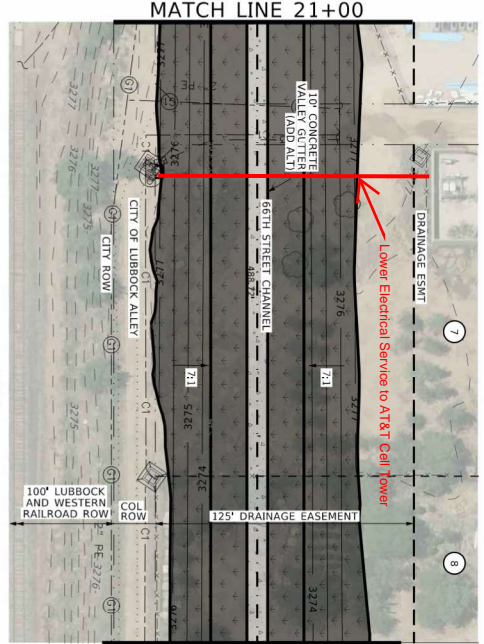
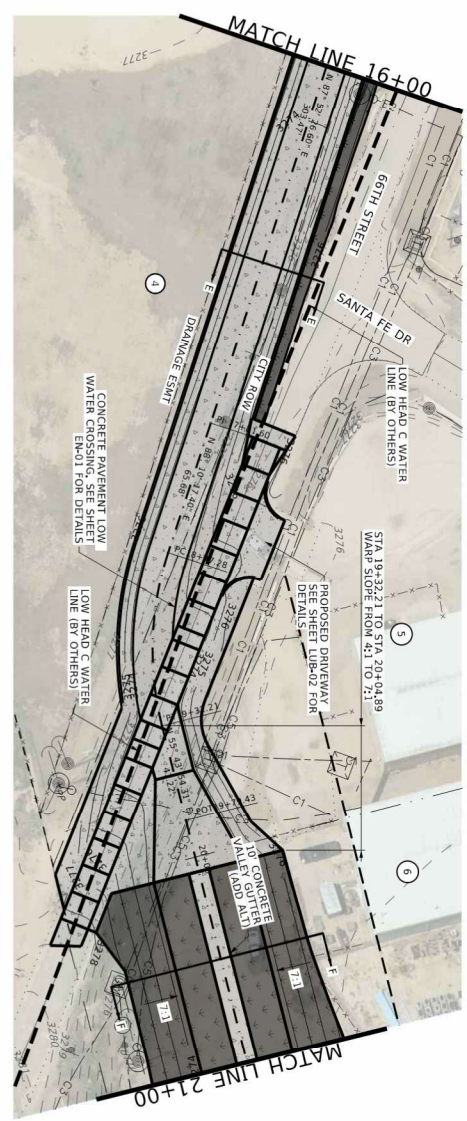
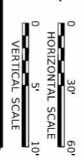
**\$49,943.92**

Model: 10.0 (10/2018) File: 66th St Channel.dwg Plot Date: 5/17/2024 Plot Time: 10:00:00 AM Plot User: hhrk



- LEGEND
- PROPOSED CHANNEL CL
  - PROPOSED FENCE
  - DRAINAGE EASEMENT
  - PROPERTY LINE
  - EXISTING CONTOURS
  - 3274

- NOTES:
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT VERSION OF THE CITY OF LUBBOCK MINIMUM DESIGN STANDARDS AND SPECIFICATIONS.
  2. CONTRACTOR SHALL COORDINATE UTILITY WORK WITH PROPERTY OWNER PRIOR TO RELOCATION.
  3. SEPTIC SYSTEM IN OR NEAR VICINITY OF CONSTRUCTION, CONTRACTOR TO LOCATE SEPTIC SYSTEM COMPONENTS PRIOR TO CONSTRUCTION AND RELOCATION IF NECESSARY PRIOR TO CONSTRUCTION.
  4. SEE SHEET G04 FOR HORIZONTAL ALIGNMENT INFORMATION.
  5. SEE SHEET D-01 FOR PARCEL INFORMATION.
  6. SEE SHEETS TYP-01-03 FOR TYPICAL SECTIONS.



NO.	ISSUES	BY	DATE	FILE NAME
1				CV-CH-PP-03.dgn
2				
3				
4				
5				
6				
7				
8				
9				
10				

DESIGNED	HRK
DRAWN	AP
REVIEWED	
CHECKED	KM
FILE NAME	CV-CH-PP-03.dgn

66TH STREET CHANNEL  
CIVIL  
66TH ST CHANNEL PLAN AND PROFILE  
(3 OF 8)

CITY OF LUBBOCK

FREESE NICHOLS

1500 Broadway Street, Suite 206  
Lubbock, TX 79401  
Phone: (806) 688-2700  
Web: www.freese-nichols.com

TEXAS REGISTERED ENGINEERING FIRM #2144

HEATHER RAE KESTER  
100095  
3/29/2024

# CP-001

Flexamat Alternate to Articulating  
Concrete Block

(\$105,680.25)

0 Days



<b>Project</b>	66th Street Drainage Channel Improvements	<b>Project Number</b>
<b>Owner</b>	City of Lubbock	LUB24404
<b>Builder</b>	Lone Star Dirt & Paving	
<b>Designer</b>	Freese and Nichols, Inc.	
<b>CM</b>	Kelly Smith	

<b>CP No.</b>	CP-001	<b>Builder Submittal No.</b>
<b>CP Description</b>	Flexamat Alternate to Articulated Concrete Block	
<b>Specification</b>		
<b>Drawing / Detail</b>	Quote attached	

**NOTIFICATION BY BUILDER**

***The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:***

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

<b>Cost Impact</b>	(\$105,680.25)		
<b>Time Impact</b>	0 Days		
<b>Attachment</b>	CP-001-Flexamat Alternate to Articulated Concrete Block-Colin Coe-Pending.pdf		
<b>Submitted By</b>	Colin Coe	<b>Date</b>	03/05/2025

**CONSTRUCTION MANAGER'S RESPONSE**

***We respond to your request as follows:***

***Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.***

<b>Status</b>	Recommended for Approval
<b>Action</b>	Final Distribution
<b>Comments</b>	
<b>Attachments</b>	CP-001-Flexamat Alternate to Articulated Concrete Block-Colin Coe-Pending.pdf

**Response By**

Kelly Smith

**Date**

03/24/2025

Lone Star Dirt & Paving  
11820 University Ave  
Lubbock, TX 79423

[illegible]

### Composition of Materials – Flexamat Plus

Blocks	5000 PSI, Wet-cast Portland Cement			
Interlocking Biaxial Geogrid	Fornit 30/30 – Polypropylene Geogrid with 2,055 lb/ft biaxial strength. Carbon black UV inhibitor shall be blended into the extruded yarns at a rate no less than 0.8% by weight.			
	<b>Property</b>	<b>Unit</b>	<b>Test</b>	<b>Requirement</b>
	Mass/Unit Area	oz/yd <sup>2</sup>	ASTM D5261	6.5 oz/yd <sup>2</sup>
	Aperture Size	English units	Measured	1.4x 1.4 inch
	Ultimate Wide Width Tensile Strength (MD x CMD)	lb/ft	ASTM D6637	2,055 lb/ft
	Elongation at Ultimate Tensile Strength (MD x CMD)	%	ASTM D6637	6%
	Wide Width Tensile Strength @ 2% (MD x CMD)	lb/ft	ASTM D6637	822 lb/ft
	Wide Width Tensile Strength @ 5% (MD x CMD)	lb/ft	ASTM D6637	1,640 lb/ft
	Tensile Modulus @ 2% (MD x CMD)	lb/ft	ASTM D6637	41,100 lb/ft
	Tensile Modulus @ 5% (MD x CMD)	lb/ft	ASTM D6637	32,800 lb/ft
Flexamat Plus Underlayment	A four-layered system includes, in order from top to bottom, 1) Concrete block mat 2) 5-Pick Leno Weave 3) Recyclex TRM and 4) Curlex® II. The underlayment materials shall be packaged within the roll of the Flexamat Plus.			

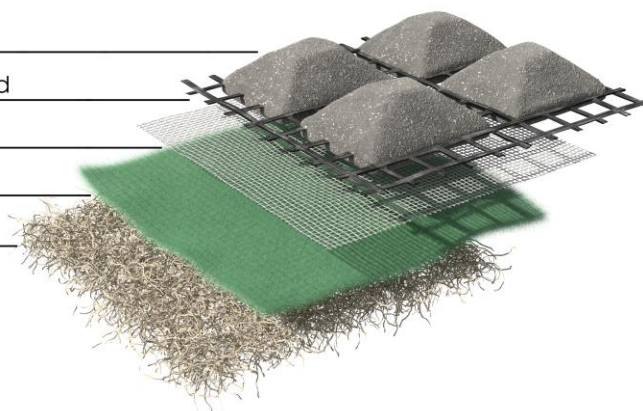
5000 PSI Concrete Blocks

High Strength Biaxial Geogrid

5-Pick Leno Weave

Recyclex® TRM

Curlex® II Wood Excelsior



### Manufacturing Values

Flexamat Properties	Values
Roll Width	4', 5.5', 8', 10', 12', 15.5, & 16'
Roll Length	30', 40', 50' / custom
Material Weight	10 lbs./sf
Block Size	6.5" x 6.5" x 2.25"
Percentage Open Area (POA)	30% min.

### Performance

Test	Tested Value	Bed Slope	Soil Classification	Limiting Value
ASTM 6460	Shear Stress	30%	Sandy Loam (USDA)	24 PSF
ASTM 6460	Velocity	20%	Loam (USDA)	30 ft./sec

# Flexamat Plus Specification

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## 1. DESCRIPTION

A Tied Concrete Block Mat with Triple Layered Underlayment. This work shall consist of furnishing and placing the system in accordance with this specification and conforming with the lines, grades, design, and dimensions shown on the plans.

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## 2. MATERIALS

Flexamat Plus is manufactured from individual concrete blocks tied together with high strength knitted polypropylene bi-axial geogrid. Each block is tapered, beveled and interlocked and includes connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement.

Tied Concrete Block Mats with Triple Underlayment shall be Flexamat Plus, manufactured by Motz Enterprises, Inc.

- 2.1. **Blocks.** Furnish blocks manufactured with concrete conforming to the cement requirements of ASTM C150 and to the aggregate requirements of ASTM C33. Blocks shall have a minimum weight of 3 lb. per block and placed no further than 2 in. apart. Material weight per square foot shall not exceed 10 lbs. Blocks shall have a 2.25" profile, a flat-top pyramid shape, and a coarse finish without protrusions. Concrete shall have a minimum compressive strength requirement of Table1 and certified by a third party.

Table 1  
Concrete Compressive Strength Requirements

Age	Required Compressive Strength psi
28 - Day	5000 psi

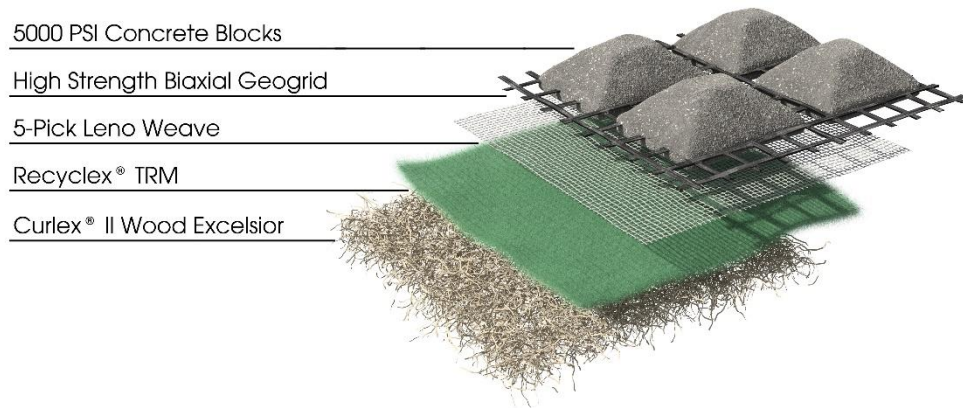
- 2.2. **Polypropylene Bi-Axial Geogrid.** The interlocking geogrid shall be an open knitted fabric composed of high tenacity, multifilament polypropylene yarns knitted and coated in tension with an acrylic based coating which is designed to resist degradation in environments with exposure to water and low pH (.4 pH) and high pH (>9 pH). Carbon black UV inhibitor shall be blended into the extruded yarns at a rate no less than 0.8% by weight. When combined with the revetment mat, this will yield a high tenacity, low elongating, and continuous filament polypropylene geogrid that is embedded within the base of the concrete blocks. Ensure the geogrid meets the requirements of Table 2.

**Table 2**  
**Polypropylene Bi-Axial Geogrid**

Property	Unit	Test	Requirement
Mass/Unit Area	oz/yd <sup>2</sup>	ASTM D5261	6.5 oz/yd <sup>2</sup>
Aperture Size	English units	Measured	1.4x 1.4 inch
Ultimate Wide Width Tensile Strength (MD x CMD)	lb/ft	ASTM D6637	2,055 lb/ft
Elongation at Ultimate Tensile Strength (MD x CMD)	%	ASTM D6637	6%
Wide Width Tensile Strength @ 2% (MD x CMD)	lb/ft	ASTM D6637	822 lb/ft
Wide Width Tensile Strength @ 5% (MD x CMD)	lb/ft	ASTM D6637	1,640 lb/ft
Tensile Modulus @ 2% (MD x CMD)	lb/ft	ASTM D6637	41,100 lb/ft
Tensile Modulus @ 5% (MD x CMD)	lb/ft	ASTM D6637	32,800 lb/ft

2.3.

**Underlayment Materials.** A four-layered system includes, in order from top to bottom, 1) Concrete block mat 2) 5-Pick Leno Weave 3) Recyclex TRM-V and 4) Curlex® II. The underlayment materials shall be packaged within the roll of the Flexamat Plus.



**Five-Pick Leno Weave:**

This Five-Pick Weave provides added strength and support to the underlayments.

<b><u>Index Property</u></b>	<b><u>Units</u></b>	<b><u>Value</u></b>
GSM	g/m <sup>2</sup>	118 (-3 ~ +3)
Density	Picks/10cm	62 x 24 (+/- 2)
Warp Strength	N/5cm	≥ 350
Warp Elongation	%	20 - 50
Weft Strength	N/5cm	≥ 280
Weft Elongation	%	20 - 50
Warp Shrinkage	%	≤ 7
Weft Shrinkage	%	≤ 9

**Recyclex® TRM:**

Recyclex TRM – V is a permanent non-degradable Turf Reinforcement Mat (TRM), consists of 100% post-consumer recycled polyester (green or brown bottles) with 80% five-inch fibers or greater fiber length. It is of consistent thickness with fibers evenly distributed throughout the entire area of the TRM. The top and bottom of each TRM is covered with heavy duty polypropylene net. Fibers are tightly crimped and curled to allow fiber interlock, and to

retain 95% memory of the original shape after loading by hydraulic events. Fibers have a specific gravity greater than 1.0; therefore, the blanket will not float during hydraulic events. Recyclex TRM – V meets Federal Government Executive Order initiatives for use of products made from, or incorporating, recycled materials. Recyclex TRM – V shall be manufactured in the U.S.A. and the fibers shall be made from 100% recycled post-consumer goods.

<b>Index Property</b>	<b>Test Method</b>	<b>Value</b>
Thickness	ASTM D 6525	0.294 in (7.47 mm)
Light Penetration	ASTM D 6567	57%
Resiliency	ASTM D 6524	86%
Mass per Unit Area	ASTM D 6566	0.50 lb/yd <sup>2</sup> (271 g/m <sup>2</sup> )
MD-Tensile Strength Max.	ASTM D 6818	295.2 lb/ft (4.32 kN/m)
TD-Tensile Strength Max.	ASTM D 6818	194.4 lb/ft (2.85 kN/m)
MD-Elongation	ASTM D 6818	32.2%
TD-Elongation	ASTM D 6818	40.8%
Swell	ECTC Procedure	8%
Water Absorption	ASTM D 1117/ECTC	33.8%
Specific Gravity	ASTM D 792	1.21
UV Stability	ASTM D 4355 (1,000 hr)	80% minimum
Porosity	Calculated	97.5%
Bench-Scale Rain Splash	ECTC Method 2	SLR = 5.86 @ 2 in/hr <sup>1,2</sup>
Bench-Scale Rain Splash	ECTC Method 2	SLR = 5.00 @ 4 in/hr <sup>1,2</sup>
Bench-Scale Rain Splash	ECTC Method 2	SLR = 6.33 @ 6 in/hr <sup>1,2</sup>
Bench-Scale Shear	ECTC Method 3	2.41 lb/ft <sup>2</sup> @ 0.5 in soil loss <sup>2</sup>
Germination Improvement	ECTC Method 4	432%

<sup>1</sup> SLR is the Soil Loss Ratio, as reported by NTPEP/AASHTO. <sup>2</sup> Bench-scale index values should not be used for design purposes

#### **Curlex® II:**

Curlex II erosion control blanket (ECB) consists of a specific cut of naturally seed free Great Lakes Aspen curled wood excelsior with 80% six-inch fibers or greater fiber length. It is of consistent thickness with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket is covered with degradable polypropylene netting.

<b>Index Property</b>	<b>Test Method</b>	<b>Value</b>
Thickness	ASTM D 6525	0.418 in (10.62 mm)
Light Penetration	ASTM D 6567	34.6%
Resiliency	ASTM D 6524	64%
Mass per Unit Area	ASTM D 6475	0.57 lb/yd <sup>2</sup> (309 g/m <sup>2</sup> )
MD-Tensile Strength Max.	ASTM D 6818	127.0 lb/ft (1.9 kN/m)
TD-Tensile Strength Max.	ASTM D 6818	50.9 lb/ft (0.7 kN/m)
MD-Elongation	ASTM D 6818	28.64%
TD-Elongation	ASTM D 6818	29.84%
Swell	ECTC Procedure	89%
Water Absorption	ASTM D 1117/ECTC	199%
Bench-Scale Rain Splash	ECTC Method 2	SLR = 6.84 @ 2 in/hr <sup>2,3</sup>
Bench-Scale Rain Splash	ECTC Method 2	SLR = 7.19 @ 4 in/hr <sup>2,3</sup>
Bench-Scale Rain Splash	ECTC Method 2	SLR = 7.56 @ 6 in/hr <sup>2,3</sup>
Bench-Scale Shear	ECTC Method 3	2.6 lb/ft <sup>2</sup> @ 0.5 in soil loss <sup>3</sup>
Germination Improvement	ECTC Method 4	645%

<sup>1</sup> Weight is based on a dry fiber weight basis at time of manufacture. Baseline moisture content of Great Lakes Aspen excelsior is 22%.

<sup>2</sup> SLR is the Soil Loss Ratio, as reported by NTPEP/AASHTO. <sup>3</sup> Bench-scale index values should not be used for design purposes.

- 2.4. Mats will be rolled for shipment. Upon delivery, rolls may be left exposed for up to 30 days. If exposure will exceed 30 days, cover or tarp the rolls to minimize UV exposure.

Chipping or missing concrete resulting in a weight loss exceeding 15% of the average weight of a concrete unit is grounds for rejection by the engineer. Replace, repair or patch the damaged areas per the manufacturer's recommendations.

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### 3. PERFORMANCE

Full-Scale laboratory testing performed by an independent 3<sup>rd</sup> party testing facility with associated engineered calculations certifying the hydraulic capacity of the proposed Tied-Concrete Block Erosion Control Mat meets the following requirements:

Test	Tested Value	Bed Slope	Soil Classification	Limiting Value
ASTM 6460	Shear Stress	30%	Sandy Loam (USDA)	24lb./ft <sup>2</sup>
ASTM 6460	Velocity	20%	Loam (USDA)	30 ft./sec

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### 4. ALTERNATIVE PRODUCTS

Such products must be pre-approved in writing by the Engineer prior to bid date. Alternative product packages must be submitted to the Engineer a minimum of fifteen (45) days prior to bid date. Submittal packages for alternate products must include, as a minimum, the following:

- 4.1. Alternative Product Properties – Product must be comprised of materials as detailed in Section 2, including both in composition, underlayment layers and performance requirements.
- 4.2. Full-Scale laboratory testing performed by an independent 3<sup>rd</sup> party testing facility with associated engineered calculations certifying the hydraulic capacity of the proposed Tied-Concrete Block Erosion Control Mat meets the performance requirements listed in Section 3 of this specification.
- 4.3. A list of 15 comparable projects in terms of project size, application and material dimensions in the United States, where the results of the specific alternative material's use can be verified and reviewed for system integrity and sustained after a minimum of 10 years of service life.

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### 5. EQUIPMENT

Provide the proper equipment to place the mat that will not damage the mat material or disturb the topsoil subgrade and seed bed.

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### 6. CONSTRUCTION

Prior to installing Flexamat Plus, prepare the subgrade as detailed in the plans. All subgrade surfaces to be smooth and free of rocks, roots, debris, or other protrusions that would prevent intimate contact between the block and the subgrade. When seeding is shown on the plans, provide subgrade material that can sustain growth.

Ensure the prepared subgrade provides a smooth, firm, and unyielding foundation for the mats. The subgrade shall be graded into a parabolic or trapezoidal shape to concentrate flow to middle of mat or mats.

When vegetation is required, distribute seed on the prepared topsoil subgrade before installation of the concrete mats in accordance with the specifications.

Install mats to the line and grade shown on the plans and per the manufacturer's guidelines. The manufacturer or authorized representative will provide technical assistance during preparation and installation of the concrete block mats as needed.



Provide a minimum 18 in. deep concrete mat embedment toe trench at all edges exposed to concentrated flows. Recess exterior edges subject to sheet flow a minimum of 6 in.

Provide fastening or anchoring as recommended by the manufacturer or engineer for the site conditions.

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**7. MEASUREMENT**

This Item will be measured by the square foot as shown on the plans, complete in place.

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**8. PAYMENT**

The work performed, and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Flexamat Plus". This price is full compensation for loading and transporting, placing concrete block mats; excavation and disposal; furnishing topsoil and bedding; and equipment, labor, materials, tools, and incidentals.

August 13, 2024

**RESOLUTION**

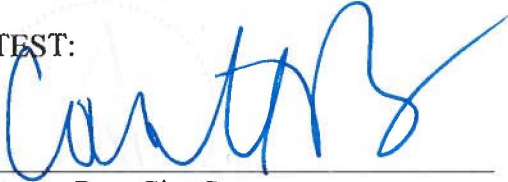
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

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. 18190 for 66<sup>th</sup> Street Channel Drainage Improvements as per RFP 24-18190-TF, by and between the City of Lubbock and Lone Star Dirt & Paving, LTD of Lubbock, TX, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on August 13, 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

**PROPOSAL SUBMITTAL FORM  
UNIT PRICE PROPOSAL CONTRACT**

DATE: 7-23-24

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

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

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

Ladies and Gentlemen:

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

**PROPOSED CONSTRUCTION TIME:**

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 280 (to Substantial Completion)

TOTAL CONSECUTIVE CALENDAR DAYS: 310 (to Final Completion)

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

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

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

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

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

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

**Lone Star Dirt & Paving, LTD of Lubbock, TX**

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

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

of 52 Dollars (\$) or a Proposal Bond in the sum of 52 Dollars (\$), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Date: 7-22-24

Steve Turner  
Authorized Signature

Steve Turner  
(Printed or Typed Name)

Lone Star Dirt & Pav Ltd  
Company

11820 Univ  
Address

Lub, Lub  
City, County

Tx, 79423  
State Zip Code

Telephone: 806 - 745 6011

Fax: 806 - 745 4074

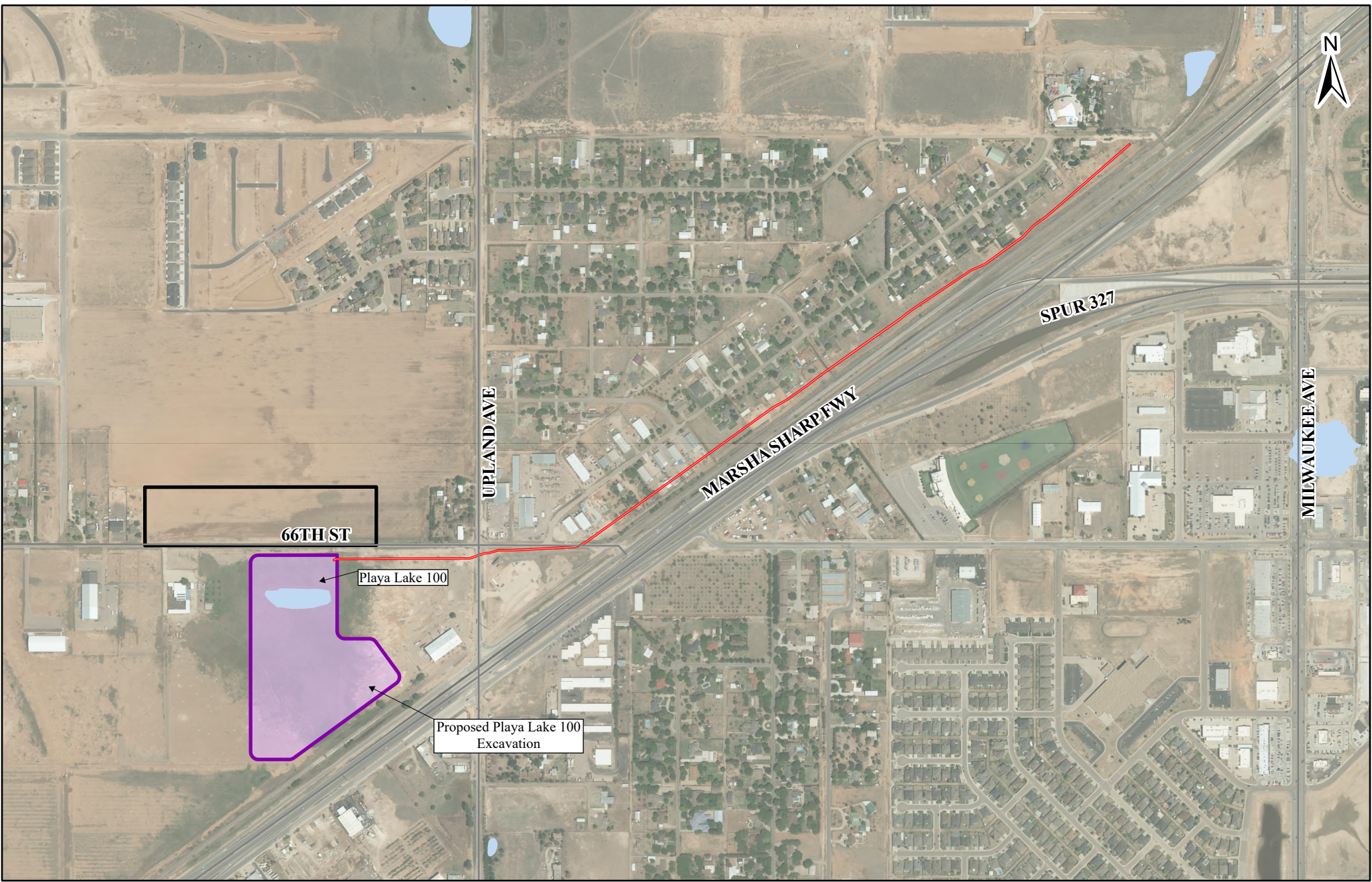
Email: lonestar.dirt@nts-online.net

FEDERAL TAX ID or SOCIAL SECURITY No.

8000 13091

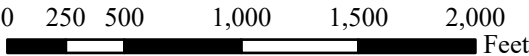
M/WBE Firm:	Woman	Black American	Native American
	Hispanic American	Asian Pacific American	Other (Specify)





# 66th Street Drainage Channel Improvements Contract 92654

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



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

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

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

<i>Encumbered/Expended</i>	<b>Budget</b>
Contract with FNI for Design Services	292,455
Contract 18233 with FNI, construction phase services	492,003
Contract 18190 with Lone Star Dirt and Paving, Ltd.	4,302,677
COL Staff time	45,633
Land Acquisition Cost Parcel 75-A	19,950
Land Acquisition Cost Parcel 74 and 74-A	574,675

*Agenda Item May 13, 2025*

Contract 18190 - Change Order No. 1	<u>844,890</u>
<b><i>Encumbered/Expended To Date</i></b>	<u><b>6,572,283</b></u>

<i>Estimated Cost for Remaining Appropriation</i>	<u>                    </u>
<b><i>Remaining Appropriation</i></b>	<u><b>1,577,717</b></u>
 <b>Total Appropriation</b>	 <u><u><b>\$ 8,150,000</b></u></u>





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

### Project Dates

Design / 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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## Information

### Agenda Item

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 18697, and related documents, with MH Civil Constructors, Inc., for utility relocations ahead of the Upland Avenue Project, approximately between 26th Street and 63rd Street, to be utilized for the 2022 Street Bond Project.

### Item Summary

Upland Avenue will be widened under the 2022 Street Bond Program. Water and sewer facilities along Upland Avenue need to be relocated before the construction of the roadway improvements can proceed. MH Civil Constructors, Inc. will relocate water vaults, fire hydrants, water lines and sewer lines that are in conflict with the proposed pavement.

Contractor	Price
MH Civil Constructors, Amarillo, Texas	\$1,502,300
Utility Contractors of America, Lubbock, Texas	\$1,790,580

The proposals were evaluated based on the following criteria: Price - 60 points, Contractor Qualifications - 30 points, and Construction Time - 10 points. The Evaluation Committee arrived at the following scores:

Contractor	Score
MH Civil Constructors, Amarillo, Texas	95.75
Utility Contractors of America, Lubbock, Texas	88.16

Staff and the Evaluation Committee recommend award of this unit price contract to the highest ranked proposer, MH Civil Constructors, Inc. of Amarillo, Texas, in the amount of \$1,502,300.

Time for substantial completion is 180 consecutive calendar days from Notice to Proceed, with 210 days until Final Completion. This contract is awarded by the unit price, and actual expenditures may be more or less depending on field conditions.

### Fiscal Impact

Contract 18697, in the amount of \$1,502,300, is funded in Capital Improvements Project 92752, Water Lines Ahead of Arterial Roadways.

**Staff/Board Recommending**

Erik Rejino, Assistant City Manager

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

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**Attachments**

Resolution 18697

Contract 18697

Location Map

CIP Spreadsheet

Budget Detail

18697 - Project Summary (c)

**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. 18697 for utility relocations ahead of the Upland Avenue project as per RFP 25-18697-TF, by and between the City of Lubbock and MH Civil Constructors, Inc. of Amarillo, 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

**PROPOSAL SUBMITTAL FORM  
UNIT PRICE PROPOSAL CONTRACT**

DATE: 3/20/2025

PROJECT NUMBER: **RFP 25-18697-TF Utility Relocations Ahead of Upland Avenue**

Proposal of MH Civil Constructors, 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:** 180 (to Substantial Completion)

**TOTAL CONSECUTIVE CALENDAR DAYS:** 210 (to Final Completion)

**(not to exceed 180 consecutive calendar days to Substantial Completion / 210 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 **180 Consecutive Calendar Days** with **final completion** within **210 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 **\$400** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$200** 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.

**City of Lubbock, TX**  
**Public Works**  
**RFP 25-18697-TF**  
**Utility Relocations Ahead of Upland Avenue**

**MH Civil Constructors, Inc. of Amarillo, TX**

#	Items	QTY +/-	U/M	Unit Cost	Extended Cost
<b>Project 1 - Upland Avenue Water and Sewer Extension</b>					
#1-1	12-Inch PVC Sanitary Sewer (SDR-26) Open Cut (10' Depth or Less)	67	LF	350.00	23,450.00
#1-2	Connection to Ex 12" Sewer Line	1	EA	2,000.00	2,000.00
#1-3	Asphalt Pavement Repair	20	SY	280.00	5,600.00
#1-4	Trench Safety	790	LF	1.00	790.00
#1-5	Seeding	4393	SY	1.00	4,393.00
#1-6	Traffic Control Plan - Sewer	1	EA	7,500.00	7,500.00
#1-7	12-inch PVC Water Line and Fittings C-900 (DR-18) by Open Cut	723	LF	150.00	108,450.00
#1-8	12-inch PVC by Other than Open Cut	114	LF	170.00	19,380.00
#1-9	20-Inch Steel Casing Pipe by Other Than Open Cut	114	LF	<del>\$4,350</del> 4,500.00	<del>\$495,900</del> 513,000.00
#1-10	Connection to Ex 12" Waterline	2	EA	5,000.00	10,000.00
#1-11	Traffic Control Plan - Water	1	EA	10,000.00	10,000.00
#1-12	Abandon Fire Hydrant Assembly (Cut & Plug)	1	EA	2,000.00	2,000.00
#1-13	Mobilization	1	EA	57,837.00	57,837.00
#1-14	Railroad Bore Coordination / Insurance	1	EA	250,000.00	250,000.00
<b>Project 2 - Upland Avenue Vault Improvements</b>					
#2-1	19th to 34th - Traffic Rated Adjustments	3	EA	20,000.00	60,000.00
#2-2	19th to 34th - Vent Relocation	2	EA	15,000.00	30,000.00
#2-3	34th to 50th - Traffic Rated Adjustments	1	EA	20,000.00	20,000.00
#2-4	34th to 50th - Vent Relocation	4	EA	15,000.00	60,000.00
#2-5	50th to 66th - Traffic Rated Adjustments	4	EA	20,000.00	80,000.00
#2-6	50th to 66th - Vent Relocation	5	EA	15,000.00	75,000.00
#2-7	50th to 66th - Lower/Raise Vault Only	3	EA	10,000.00	30,000.00
#2-8	Cathodic Protection Station Traffic Rating	1	EA	20,000.00	20,000.00
#2-9	Cathodic Protection Station Box Installation and Traffic Rating	1	EA	5,000.00	5,000.00
#2-10	Traffic Control Plan	3	EA	20,000.00	60,000.00
#2-11	Mobilization	1	EA	65,000.00	65,000.00
<del><b>Project 3 (Add. Alternate) - West Lubbock Pipeline Connection (Upland/26th Street)</b></del>					
#3-1	<del>36" Waterline and Fittings Class 150 AWWA C303 by Open Cut</del>	<del>200</del>	<del>LF</del>	<del>1,440.00</del>	<del>288,000.00</del>
#3-2	<del>Tie-in to Ex 36" Low Head C Pipeline</del>	<del>1</del>	<del>EA</del>	<del>73,000.00</del>	<del>73,000.00</del>
#3-3	<del>36" Butterfly Valve and Vault</del>	<del>1</del>	<del>EA</del>	<del>260,000.00</del>	<del>260,000.00</del>
#3-4	<del>Asphalt Pavement Repair</del>	<del>420</del>	<del>SY</del>	<del>280.00</del>	<del>117,600.00</del>
#3-5	<del>Trench Safety</del>	<del>200</del>	<del>LF</del>	<del>10.00</del>	<del>2,000.00</del>
#3-6	<del>Cathodic Protection</del>	<del>1</del>	<del>LS</del>	<del>25,000.00</del>	<del>25,000.00</del>
#3-7	<del>Traffic Control Plan</del>	<del>1</del>	<del>EA</del>	<del>20,000.00</del>	<del>20,000.00</del>
#3-8	<del>Mobilization</del>	<del>1</del>	<del>EA</del>	<del>85,000.00</del>	<del>85,000.00</del>
				<del>\$997,300.00</del>	<del>\$1,014,400.00</del>
				<b>Total (Items 1-1 through 1-14):</b>	<b>\$ 505,000.00</b>
				<b>Total (Items 2-1 through 2-11):</b>	<b>\$ 870,600.00</b>
				<b>Total (Items 3-1 through 3-8):</b>	<b>\$ 2,390,000.00</b>
				<b>Total (Items 1-1 through 3-8):</b>	<b>\$2,372,000.00</b>
<b>Total (Items 1-1 through 1-14 &amp; Items 2-1 through 2-11): \$1,502,300.00</b>					

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.

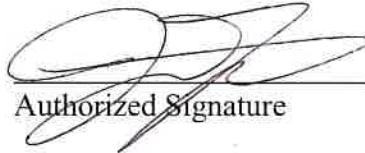
Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) or a Proposal Bond in the sum of Five percent of the total contract Dollars (\$ 5%), 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: 3/20/2025

  
Authorized Signature

Jose Tellez

(Printed or Typed Name)

MH Civil Constructors, Inc.

Company

621 SW 6th Ave

Address

Amarillo

Potter

City,

County

Texas

79101

State

Zip Code

Telephone: (806) - 367 - 6043

Fax: N/A

Email: bid@mh-civil.com

**FEDERAL TAX ID or SOCIAL SECURITY No.**

27-2016347

(Seal if Offeror is a Corporation)

ATTEST:

Macame Yner  
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 3/12/2025

Addenda No. 2 Date 3/17/2025

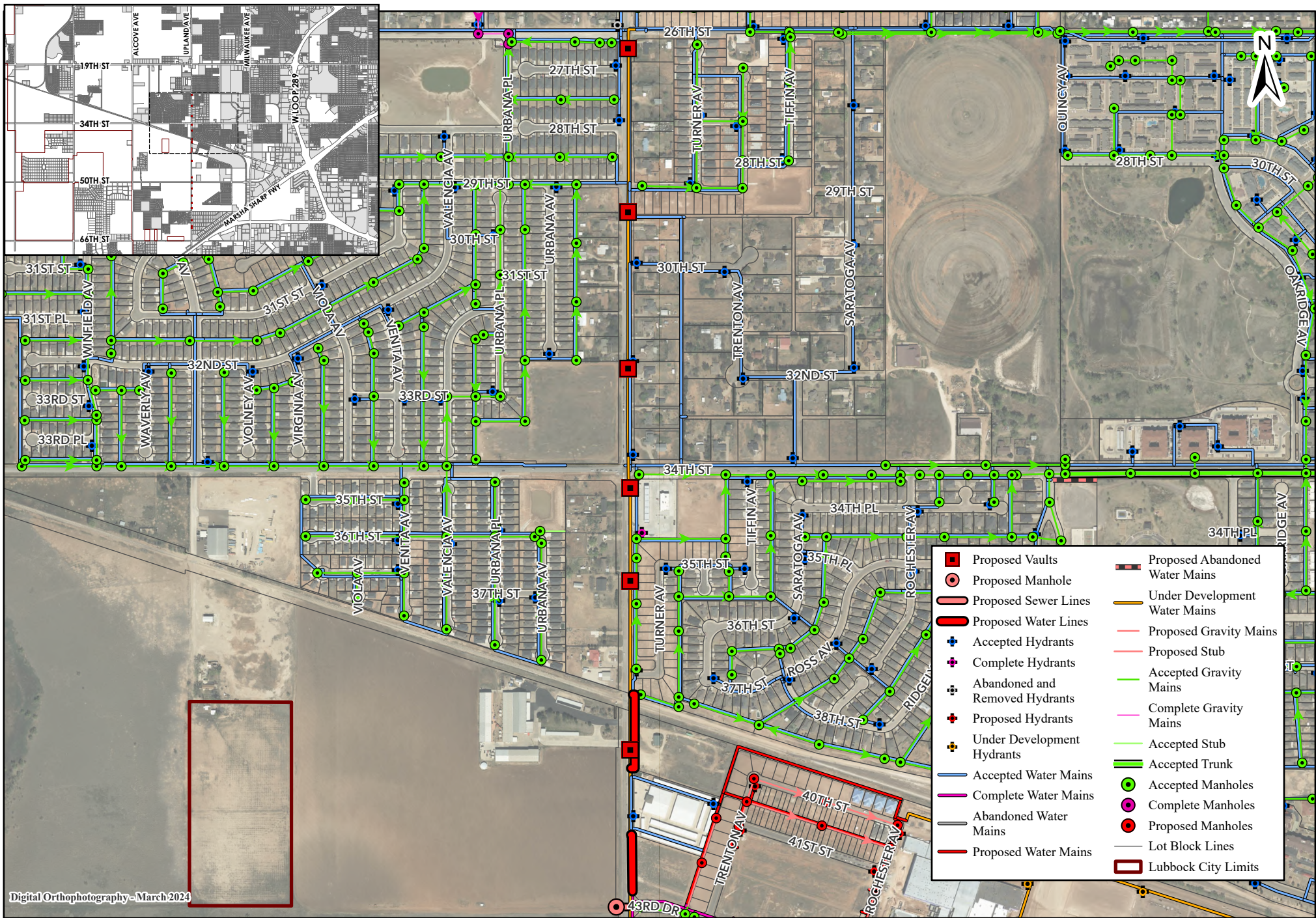
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

M/WBE Firm:

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

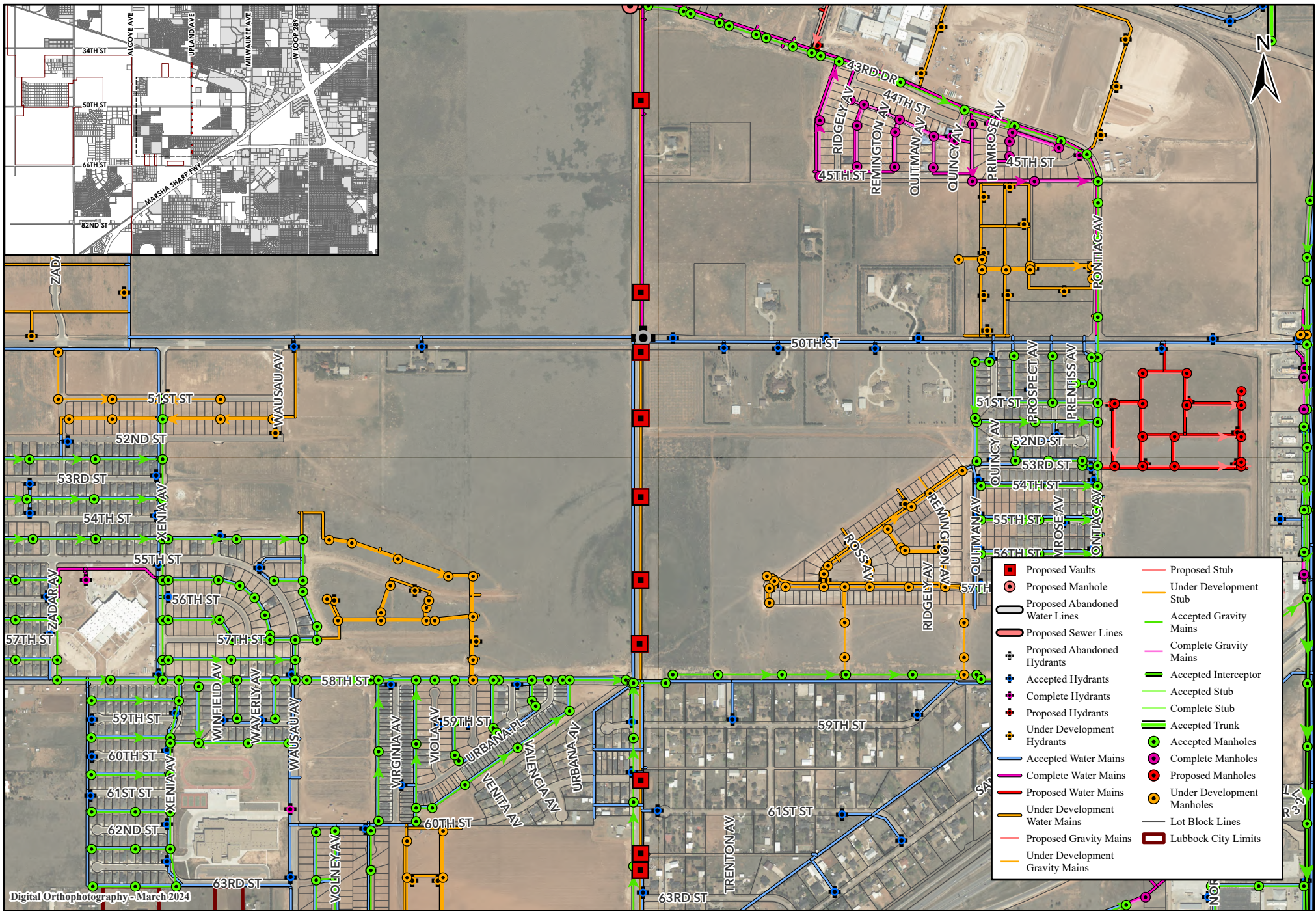




0 250 500 750 1,000  
US Feet

# Miscellaneous Utility Improvements Contract 18697 Upland Ave From 26th Street to 43rd Drive





Digital Orthophotography - March 2024

0 250 500 750 1,000  
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.

# Miscellaneous Utility Improvements Contract 18697 Upland Ave From 43rd Drive to 63rd Street



City of Lubbock, TX  
Capital Project  
Project Cost Detail  
May 13, 2025

Capital Project Number:	92752
Capital Project Name:	Water Lines Ahead of Arterial Raods

<i>Encumbered/Expended</i>	<u>Budget</u>
City of Lubbock Staff Time	98,011
Water Line Improvement Materials	20,601
<i>Agenda Items, May 13, 2025</i>	
Contract 18697 With MH Civil for Utility Relocations Ahead of Upland Avenue	1,502,300
<b><i>Encumbered/Expended To Date</i></b>	<u>1,620,912</u>
<i>Estimated Costs for Remaining Appropriation</i>	
<b><i>Remaining Appropriation</i></b>	<u>1,079,088</u>
<b>Total Appropriation</b>	<u><u>\$ 2,700,000</u></u>





# CIP 92752 Water Lines Ahead of Arterial Roadways

Infrastructure Improvements

Project Manager: Kerry Koehler - Engineering

## Project Scope

Installation of water lines ahead of Upland Avenue, 19th Street to 66th Street.

## Project Justification

Replacing aging infrastructure ahead of arterial roadways by coordinating line change-outs with the paving improvements project to reduce paving costs associated with line change-outs, reducing emergency maintenance expenditures, system failures, and customer inconvenience.

## Project Highlights

### Council Priorities Addressed:

Community Improvement  
Growth and Development

## Project History

- FY 2021-22 \$1,350,000 was appropriated by Ord. 2021-00126
- FY 2021-22 \$1,250,000 was reassigned by BCR 2022-07
- FY 2023-23 \$1,450,000 was appropriated by Ord. 2023-00108
- FY 2024-25 \$1,150,000 was appropriated by Ord. 2024-00128

## Project Dates

Project Start Date - Construction: 06/2025

Project End Date - Construction: 12/2025

## 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	\$2,600,000	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,700,000	\$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
Water/Wastewater Fund Revenue Bonds	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
Water/Wastewater Fund Cash	\$2,600,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,700,000	\$0	\$0	\$0	\$0	\$0	\$0

## Operating Budget Impacts

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



## **Purchasing and Contract Management**

### **Project Summary**

#### **RFP 25-18697-TF**

#### **Utility Relocations Ahead of Upland Avenue**

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 March 2 to March 20, 2025.

6 individuals attended the pre-proposal meeting.

54 vendors downloaded the documents using Bonfire.com.

15 vendors were notified separately.

2 vendors submitted proposals.

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## Information

### Agenda Item

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 18843, by and between the City of Lubbock and Hugo Reed and Associates, Inc., for the design of Avenue P from 130th Street to 146th Street, to be utilized for the 2024 Street Bond Project.

### Item Summary

On November 5, 2024, Lubbock voters approved the issuance of a \$103 million street improvements bond package, for the purpose of providing permanent public improvements. The funding provides for street improvements, including, but not limited to sidewalks, utility line relocations, traffic signals, necessary and related storm drainage facilities, and the acquisition of land and right-of-way.

Avenue P from 130th Street to 146th Street is currently a 2-lane asphalt paved road to 146th Street with the 146th Street intersection being unpaved. Professional Services Agreement Contract 18843 will provide full design of a 3-lane paved road, 1-lane in each direction with a center turn lane, for Avenue P, from 130th Street to 146th Street and the 146th Street intersection. Professional services to be provided include design, plan and specification preparation, and bid phase services.

Staff conducted contract negotiations with Hugo Reed and Associates, Inc. after establishing them as qualified under RFQ 25-18527-TF, to provide engineering services. Fair and reasonable hourly rates were agreed upon for a total contract amount of \$953,125, with a 12-month contract duration. Staff recommends Hugo Reed and Associates, Inc. be awarded the professional service contract for Avenue P from 130th Street to 146th Street, a 2024 Street Bond Project.

### Fiscal Impact

This contract is not to exceed \$953,125 and is funded in Capital Improvements Project 92898, Avenue P: 130th Street to 146th Street – 24B.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

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## **Attachments**

Resolution 18843

Contract 18843

Location Exhibit

CIP 92898 - Budget Detail

CIP 92898 - {Project Detail

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 18843 for the reconstruction of Avenue P from 130<sup>th</sup> Street to 146<sup>th</sup> Street, 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:

  
\_\_\_\_\_  
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney



# PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18843 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 Avenue P Reconstruction from 130<sup>th</sup> Street to 146<sup>th</sup> Street, (the "Activities"); and

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

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

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

## ARTICLE I. TERM

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

## **ARTICLE II. SERVICES AND COMPENSATION**

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$953,125.00, 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 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:

Hugo Reed and Associates, Inc.  
John S. Dawley, P.E., CFM  
1601 Avenue N  
Lubbock, Texas 79401-4943  
Telephone: 806-763-5642  
Email: jdawley@hugoreed.com

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

Joe Schaunaman  
City of Lubbock  
P.O. Box 2000  
1314 Avenue K  
Lubbock, Texas 79457  
Telephone: 806-775-2173

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

#### **ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES**

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

#### **ARTICLE XV. MISCELLANEOUS**

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

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

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

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

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

F. Construction and Venue.

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



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

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

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are

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

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

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

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

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Engineer or vendor agrees that the contract can be terminated if the Engineer or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Engineer agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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

**EXECUTED** as of the Effective Date hereof.

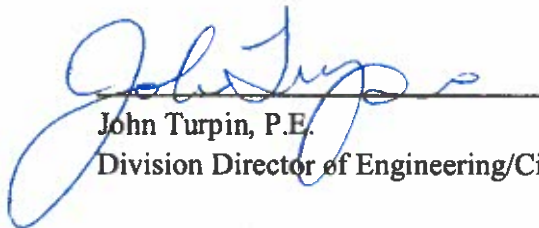
**CITY OF LUBBOCK**

\_\_\_\_\_  
MARK 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

Firm

Hugo Reed and Associates, Inc.

  
\_\_\_\_\_  
Jason L. Swofford, P.E., President

Email: [jswofford@hugoreed.com](mailto:jswofford@hugoreed.com)

## **EXHIBIT A**

# **Engineering Scope of Services Avenue P Reconstruction State Loop 88 (130<sup>th</sup> Street) to 146<sup>th</sup> Street City of Lubbock**

## **Project Understanding**

1. Existing Corridor
  - a. Existing HMAC Strip Paving
    - i. City limits positioned at section line. Approximately located at center of existing strip paving
    - ii. Curb and gutter exists on south bound direction
      1. C&G positioned for 7 lane section in majority
    - iii. Franchise utilities exist in easements along west edge of strip paving
  - b. State Loop 88 (130<sup>th</sup> Street)
    - i. Plans for TxDOT construction in Segment 3C of Loop 88 Design Plans
    - ii. ROW utility work underway
  - c. 146<sup>th</sup> Street
    - i. Located at city limits
    - ii. Strip paving terminates at intersection
    - iii. Unpaved west, east, and south directions
2. Proposed improvements
  - a. Develop PS&E package for one lane in each direction with a continuous turn lane
  - b. Develop intersection layout for 146<sup>th</sup> and Avenue P with cooperative effort between 146<sup>th</sup> Street consultant and County of Lubbock
  - c. Intersection at 146<sup>th</sup> and Avenue P will be designed for future traffic signal. Improvements to include conduit routing perpendicular to roadways along each connection, TxDOT Type D Ground Control boxes without aprons, and traceable wire with tape.
3. Special consideration
  - a. Franchise utilities located in dedicated easements
  - b. Drainage infrastructure and flow depths in the proposed roadway
  - c. ROW acquisition needs at intersection of 146<sup>th</sup> and Avenue P

## **1. Project Management**

- 1.1 Host one (1) project kick off meeting with the design team and the City of Lubbock
- 1.2 Biweekly progress meetings scheduled and hosted (virtually) throughout the design phase of the project.



- 1.3 Milestone deliverables meetings at 30%, 60%, 90% and final design review scheduled and hosted (in person).
- 1.4 Schedule and coordinate franchise utility meeting with the City of Lubbock and franchisees within the project corridor.

## **2. Design Survey**

- 2.1 Prepare right-of-entry agreements for all adjacent property owners in the project corridor and mail via registered mail.
- 2.2 Survey Data:
  - 2.2.1 Develop an existing Right of Way (ROW) boundary survey and existing topographic data within the limits of this project.
  - 2.2.2 Data Collection and Property Research
    - Consultant will collect available data to determine the boundary locations and owner information for all adjacent properties within the project limits.
  - 2.2.3 Design Survey
    - The limits of the survey along Avenue P will extend from approximately 100' North of State Loop 88 (130<sup>th</sup> Street) to 500' south of 146<sup>th</sup> Street intersection. The survey will extend east of Avenue P from 146<sup>th</sup> Street approximately 500' and west to approximately Avenue S. The survey will consist of the existing and proposed ROW width of 110' and where subdivisions and structures are encountered adjacent to Avenue P. Data will be collected a minimum of 20-feet beyond the ROW limits.
    - The following areas shall also be surveyed:
      - Minor Cross Streets - 100-feet east and west of the proposed Avenue P centerline at every minor cross street.
      - Finished floor elevations of existing structures adjacent to the ROW as needed.
      - Place five (5) 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 roadway corridor consisting of the following:
        - Evidence of property boundary locations adjacent to the corridor.
        - Existing pavement, curbs, sidewalks, barrier free ramps, etc.

- Roadway and lane striping along 114th Street and intersecting streets.
- Driveways (including material).
- Parking lots within 20-ft of proposed ROW.
- Alleys (including material).
- Existing culvert sizes and invert elevations, including cross sections approaching culvert crossings and headwalls/wingwalls.
- Existing driveways and swales.
- 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.
- Traffic signal poles, cabinets, and other signal equipment, if present.
- Signs (excluding temporary signs).
- Trees (larger than 6" caliper) and tree clusters.
- Buildings and permanent structures.
- Retaining walls.
- Fence/wall limits and material types (excluding temporary fences).
- Other applicable physical features that could impact design.
- Perform field survey to collect utility location marking as marked by the SUE subconsultant.

### 2.3 Final topographic drawing

2.3.1 Prepare a final topographic drawing in digital format (Autodesk Civil 3D) (including contours and break lines) showing the features located in the field as well as ROW strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions. Include control monuments placed in the field in final topographic drawing with associated coordinate table. Provide Existing ROW Base Map.

### 2.4 ROW Basemap

2.4.1 The existing ROW base map will consist of the following:

- 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 companies.
- Relate ROW to roadway center line if Section Line differs.

## 3. Right-of-way Survey and Services

3.1 Prepare ROW instruments (up to 5 parcels) for proposed right of way limit needs.





3.2 Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall consist of the following:

- Parcel number.
- Area required.
- Area remaining.
- Legal description.
- Current owner.
- Easements locatable in the public record.
- All physical features.
- Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each right of way and type of easement shall be described separately.

#### **4. Subsurface Utility Engineering (SUE) (by Subconsultant)**

4.1 The scope will consist of Quality Level (QL) B Subsurface Utility Engineering (SUE) Investigation, which is inclusive of (QL) D and C. The Engineer will obtain information on existing utilities from utility owners and shall identify and evaluate known existing and proposed public and private utilities. The Engineer will prepare a base map depicting the utility locations.

4.2 Utility investigations, both subsurface and above ground, will be prepared in accordance with ASCE/C1 Standard 38-02 [<http://www.fhwa.dot.gov/programadmin/asce.cfm>] and according to the Utility Quality Levels as described below:

Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

- Quality Level D - Existing Records: Utilities are plotted from review of available existing records, oral recollections, One-call markings, and data repositories. Level D is included in this scope of work.
- Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. Quality level value assigned to a utility segment or utility feature after surveying aboveground (i.e., visible) utility features and using professional judgement to correlate the surveyed locations of these features with those from existing utility records. Hugo Reed will perform Survey of the aboveground features and AtkinsRéalis will use this data to upgrade QLD to QLC. Level C is included in this scope of work.
- Quality Level B - Designate: Quality level value assigned to a utility segment or subsurface utility feature whose existence and position is based upon appropriate surface geophysical methods combined with professional judgment and whose location is tied to the project survey datum. Horizontal accuracy of Designated Utilities is 18" (including

survey tolerances) unless otherwise indicated for a specific segment of the deliverable. Quality Level B incorporates quality levels C and D information. A composite plot is created.

- Quality Level A – Locate (Test Hole): **(OMITTED)**.
- 4.3 Deliverables:
- 4.3.1 Signed and sealed SUE plans delivered in PDF.
  - 4.3.2 Copy of the record research obtained from the utility owners.

## 5. Scope of Work for Geotechnical Sub-Consultant

- 5.1 Project Overview:
- 5.1.1 This scope of work outlines the responsibilities of the geotechnical sub-consultant in support of the collector roadway design project (Avenue P-State Loop 88 (130th Street) to 146th Street). The goal is to provide geotechnical data, analysis, and recommendations required for the design and construction of the proposed roadway, including soil testing, borehole drilling, soil classification, and pavement section recommendations.
- 5.2 Site Exploration & Borehole Drilling
- 5.2.1 Borehole Locations
    - The geotechnical sub-consultant is required to drill 7 boreholes at designated locations along the proposed roadway alignment as per the project plans.
    - Locations will be provided by the project manager, but the sub-consultant should verify and make recommendations based on-site conditions.
- 5.3 Depth of Boreholes:
- 5.3.1 Boreholes should be drilled to a minimum depth of 15 feet or until a competent bearing stratum is reached, whichever is greater. For certain areas where more detailed investigation is needed (e.g., soft soils, wetlands), deeper boreholes may be required.
- 5.4 Soil Classification:
- 5.4.1 Each borehole shall be sampled at regular intervals and classified according to ASTM D2488 (Standard Practice for Description and Identification of Soils).
  - 5.4.2 The classification should include the following information:
    - Soil type (e.g., clay, silt, sand, gravel)
    - Consistency or relative density (e.g., soft, stiff, loose, dense)
    - Moisture content and plasticity (e.g., liquid limit, plastic limit, plasticity index) where applicable
    - Stratigraphy (soil layers and their respective depths)
    - Visual observations (color, texture, and evidence of any organic materials)
- 5.5 Field Testing:
- 5.5.1 Standard Penetration Tests (SPT):

- Perform SPT tests in each borehole at regular intervals (typically every 5 feet) to obtain N-values (blow counts).
- 5.6 In-situ Testing:
- 5.6.1 Perform cone penetration testing (CPT) if deemed necessary by the project manager for more detailed information on subsurface conditions.
- 5.7 Laboratory Testing
- 5.7.1 Soil Properties:
- Laboratory testing shall be conducted on selected soil samples from the boreholes to determine engineering properties. Tests should include, but are not limited to:
  - Grain size analysis (sieve analysis and hydrometer test) as per ASTM D422
  - Atterberg limits (liquid limit, plastic limit) as per ASTM D4318
  - Compaction characteristics (Modified Proctor test) as per ASTM D1557
  - Shear strength (direct shear test or triaxial test) as per ASTM D3080 or ASTM D4767
  - Consolidation test (if soft soils are encountered) as per ASTM D2435
- 5.8 Other Tests:
- 5.8.1 California Bearing Ratio (CBR) test for subgrade evaluation, per ASTM D1883, to determine soil bearing capacity.
- 5.8.2 Resilient modulus (if required for flexible pavement design).
- 5.9 Pavement Design Recommendations
- 5.9.1 The geotechnical sub-consultant is required to provide recommendations for two pavement design sections: one rigid and one flexible. The recommendations should be based on the results from field exploration, laboratory testing, and analysis of subsurface conditions.
- 5.10 Rigid Pavement Design:
- 5.10.1 Provide flexural strength of concrete and base/subbase materials.
- 5.10.2 Estimate modulus of subgrade reaction (k-value) for the rigid pavement design, based on soil stiffness or bearing capacity.
- 5.10.3 Recommend the thickness of each pavement layer (concrete slab, base, subbase) according to recognized design methodologies (e.g., AASHTO, TxDOT or local standards).
- 5.10.4 Identify any potential subgrade treatment if weak or compressible soils are encountered.
- 5.11 Flexible Pavement Design:
- 5.11.1 Recommend the thickness of asphalt layers (surface, base, and subbase) based on the resilient modulus of the subgrade and CBR values.
- 5.11.2 Provide structural number (SN) or equivalent recommendations, considering traffic load and soil characteristics.

- 5.11.3 Suggest any required soil stabilization or treatment for subgrade improvement if weak soils are encountered.
- 5.12 Reporting and Deliverables
  - 5.12.1 The geotechnical sub-consultant shall provide the following deliverables:
- 5.13 Preliminary Report:
  - 5.13.1 Submit a preliminary report within 4 weeks of the borehole drilling completion.
  - 5.13.2 This report should include:
    - Summary of field and laboratory testing results.
    - Initial recommendations for pavement sections (rigid and flexible).
    - A description of the site conditions (soil types, groundwater levels, etc.).
- 5.14 Final Geotechnical Report:
  - 5.14.1 Submit the final geotechnical report within 6 weeks of the completion of all testing and analysis. This should include:
    - Detailed borehole logs.
    - Comprehensive soil classification and analysis.
    - Pavement design recommendations (rigid and flexible).
    - All laboratory test results and interpretations.
    - A summary of site preparation recommendations (e.g., clearing, excavation, dewatering).
    - Recommendations for handling potential geotechnical challenges (e.g., expansive soils, groundwater management).

## **6. Preliminary Design:**

- 6.1 Preliminary design overview
  - 6.1.1 Preliminary design will establish the general layout and conceptual elements of the roadway, including the geometric design, alignment, and key infrastructure elements. Key tasks under this phase will include:
    - Roadway Alignment and Geometry
    - Traffic and Safety Analysis
    - Utility Coordination
    - Preliminary Signalization
    - Environmental Review and Permitting
- 6.2 Preliminary PS&E Package
  - 6.2.1 Roadway Alignment and Geometry:
    - Develop preliminary roadway alignments based on project requirements and existing conditions.
    - Perform analysis for lane widths, shoulder widths, medians, and design speed.
    - Analyze turning radii for intersections and driveways.
- 6.3 Traffic and Safety Analysis:

- 6.3.1 City of Lubbock to provide traffic counts and turning movement information.
- 6.3.2 Perform safety analysis including sight distance, horizontal and vertical curvature, and any potential hazardous conditions.
- 6.3.3 Develop preliminary traffic control plans for construction phase.
- 6.4 Utility Coordination:
  - 6.4.1 Identify existing utilities (water, sewer, gas, electric, etc.) that may be impacted by the new roadway design.
  - 6.4.2 Coordinate with utility agencies to assess any necessary relocations or adjustments.
- 6.5 Preliminary Illumination and Signalization:
  - 6.5.1 Develop a preliminary lighting plan that considers safety and aesthetics.
  - 6.5.2 Identify key locations for traffic signalization, including intersections requiring signals and any special signal needs for pedestrian or cyclist safety.
- 6.6 Preliminary PS&E Package:
  - 6.6.1 Prepare preliminary design plans, specifications, and cost estimates.
  - 6.6.2 Compile an initial project schedule and scope for review and approval by the city.
  - 6.6.3 Provide a summary of the anticipated project impacts, including potential right-of-way needs.

## **7. Drainage Analysis and Design**

- 7.1 Data Acquisition/Research
  - 7.1.1 Compile the hydrological and hydraulic data.
    - Use data from as-built plans and FEMA maps to locate drainage outfall(s) and to determine existing storm sewer and culvert sizes, design flows, and water surface elevations for use in the design of roadway geometry.
    - Previous studies and hydraulic models including FEMA data, master drainage plans, and relevant adjacent development drainage analysis
    - Existing drainage facilities record drawings
  - 7.1.2 Aerial imagery and LiDAR elevation data
  - 7.1.3 Develop Digital Elevation Model (DEM) from City of Lubbock (COL) dataset using most up-to-date
- 7.2 Develop the project drainage area map
  - 7.2.1 Review drainage delineations from previous latest COL MDP study and design files from Avenue P roadway design from 146th Street to Woodrow Road.
  - 7.2.2 Determine playa level watershed limits for watersheds intersected by project corridor.
  - 7.2.3 Sub-divide portions of playa level watersheds contributing to project limits into sub-areas. Delineate local drainage areas to points of contribution to

- roadway appropriate for hydraulic analysis for existing and future fully developed conditions.
- 7.2.4 Identify upstream playa overflows potentially contributing to project based on prior studies and determine playa watershed limits.
- 7.3 Existing Conditions Drainage Analysis
- 7.3.1 Develop existing conditions hydrologic data
- Land use and Curve Number
  - Time of concentration based on existing flow paths
- 7.3.2 Develop existing conditions 1D/2D StormWise (Formerly ICPR 4) model.
- Evaluate upstream playa overflow contributions to project limits
  - 2D as necessary to evaluate existing hydraulic conditions to determine flow patterns and splits for crossing flows and existing inundation risks
  - Analyze 50%-, 10%, 4%, 2%, and 1% Annual Exceedance Probability 24-hour storm events
  - Determine principal discharge locations, depths, and rates along the project corridor
- 7.4 Future Fully Developed (FFD) Conditions Drainage Analysis
- 7.4.1 Develop FFD hydrologic data
- Land use and Curve Number
  - Time of concentration based on assumed FFD flow paths
- 7.4.2 Execute existing conditions StormWise model with FFD conditions hydrology.
- 7.4.3 Evaluate adequacy of existing drainage improvements
- 7.4.4 Select design storm event for drainage improvements.
- 7.4.5 Identify locations and type of proposed drainage improvements.
- Evaluate the need for parallel drainage improvements, storm sewer and/or drainage structures.
  - Evaluate need for off-corridor drainage easements and improvements.
  - Determine Playa Lake 192 peak water surface elevation for roadway profile
- 7.4.6 Develop 1D/2D StormWise model as necessary for future fully develop hydrologic conditions and proposed roadway and drainage improvements.
- Model will include proposed roadway profile and drainage improvements.
  - Iterate modeling throughout the design process until profile and drainage improvements are finalized. (Max 4 iterations)
  - 2D as necessary to evaluate FFD hydraulic conditions to evaluate proposed roadway improvements impacts
  - Analyze 50%-, 10%, 4%, 2%, and 1% Annual Exceedance Probability 24-hour storm events
  - Size drainage improvements based on selected design storm

- 7.5 Coordinate Proposed Roadway Profile to accommodate drainage requirements and design criteria.
  - Incorporate final roadway profile and proposed drainage improvements for existing and future fully developed hydrologic conditions.
  - Design of drainage improvements including ditch sections, culvert and drainage structure sizing and layout
- 7.6 Analyze drainage improvements required to accommodate the new roadway
- 7.7 Evaluate the adequacy of the ROW needed to accommodate the proposed roadway and drainage system
  - 7.7.1 Identify the need for and size of any necessary drainage easements to accommodate the proposed offsite drainage improvements.
- 7.8 Deliverables
  - 7.8.1 30% Schematic Roll Plot and OPCC
  - 7.8.2 60% Plan Set, Outline Specifications, and OPCC

## **8. Final Design:**

- 8.1 Final Design Overview
  - 8.1.1 The final design phase will refine and develop the preliminary design into a complete and detailed PS&E package. The deliverables from this phase will be ready for the bidding and construction of the roadway.
- 8.2 Roadway Final Design:
  - 8.2.1 Refine the horizontal and vertical geometry of the roadway, ensuring all elements are in compliance with local design standards and specifications.
  - 8.2.2 Finalize lane configurations, including dedicated turn lanes, medians, shoulders, and pavement markings.
  - 8.2.3 Design crosswalks, sidewalks, and bike lanes (if applicable), considering accessibility requirements and safety features.
- 8.3 Drainage Design:
  - 8.3.1 Develop a detailed stormwater management plan, including storm drainage systems (inlets, pipes, culverts, etc.), detention ponds, and stormwater quality measures.
  - 8.3.2 Finalize hydrological analysis and calculations to ensure compliance with environmental standards and floodplain management regulations.
  - 8.3.3 Delivery of completed drainage analysis report detailing corridor drainage improvements functionality.
- 8.4 Final Traffic Signalization and Illumination:
  - 8.4.1 Based upon the results of the Traffic counts provided by City of Lubbock Traffic Engineering, the Engineer shall identify and prepare Traffic Signal Plans for all warranted traffic signals. The Engineer shall confirm the power source for all signals and coordinate with the appropriate utility agency. Traffic Signal Plans must be signed and sealed by a Texas Registered

Professional Engineer. The Engineer shall develop all quantities, general notes, specifications and incorporate the appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting must be designed per the Green Ribbon Report recommendations and standards. The Engineer shall prepare Traffic Signal Plans for the following intersections:

- Avenue P and 146<sup>th</sup> Street

8.4.2 The Engineer shall provide the following information in the Traffic Signal Plans:

- Layout
- Estimate and quantity sheet
  - List of all bid items
  - Bid item quantities
  - Specification item number
  - Paid item description and unit of measure
- Basis of estimate sheet (list of materials)
- General notes and specification data.
- Plan sheet(s)
  - Existing traffic control that will remain (signs and markings)
  - Existing utilities
  - Proposed highway improvements
  - Proposed installation
  - Proposed additional traffic controls
  - Proposed illumination attached to signal poles.
  - Proposed power pole source
- Notes for plan layout
- Phase sequence diagram(s)
  - Signal locations
  - Signal indications
  - Phase diagram
- Construction detail sheets(s)
  - Poles (standard sheets)
  - Detectors
  - Pull Box and conduit layout
  - Controller Foundation standard sheet
  - Electrical chart
- Marking details (when applicable)
- Aerial or underground interconnect details (when applicable)

8.4.3 General Requirements

- Contact local utility company
  - Confirm power source



- Prepare governing specifications and special provisions list
  - Prepare project estimate
  - Conduct traffic counts and prepare Traffic Signal Warrant Studies for all proposed and existing traffic signals at designated locations.
- 8.4.4 Summary of Quantities
- 8.5 Traffic Control Plans for Construction:
- 8.5.1 Develop detailed construction phase traffic control plans to ensure safe and efficient traffic flow during the construction period.
- 8.5.2 Coordinate with local authorities for any road closures, detours, and signage necessary for the duration of the project.
- 8.6 Franchise Utility Coordination:
- 8.6.1 Coordinate with utility agencies on relocations, adjustments, and connections
- 8.6.2 COL staff will engage providers where conflicts arise or recorded easements exist requiring relocation compensation.
- 8.7 Deliverables
- 8.7.1 95% Plans, Specifications and Estimate (PS&E)
- 8.7.2 Final (100% Complete) PS&E Package:
- 8.7.3 Prepare final construction plans with complete specifications for all materials, pavement structures, drainage features, and other project components.
- 8.7.4 Prepare a comprehensive cost estimate, including all construction costs and contingencies.
- 8.7.5 Provide final bid documents and technical specifications for contractors.

## **9. Bid Phase Support:**

- 9.1 Support City during the bid phase to address and respond to questions from prospective bidders.
- 9.2 Prepare and submit addenda changes that are necessitated by questions during the bid phase.
- 9.3 Incorporate addenda changes into the Final Plan Set.
- 9.4 Assist the City in evaluating the bids and prepare a recommendation letter.

## **10. Additional Services and Exclusions**

Services not specifically identified in this Scope of Services shall be considered out of scope and be performed upon authorization by the City of Lubbock. Services shall include but are not limited to the following:

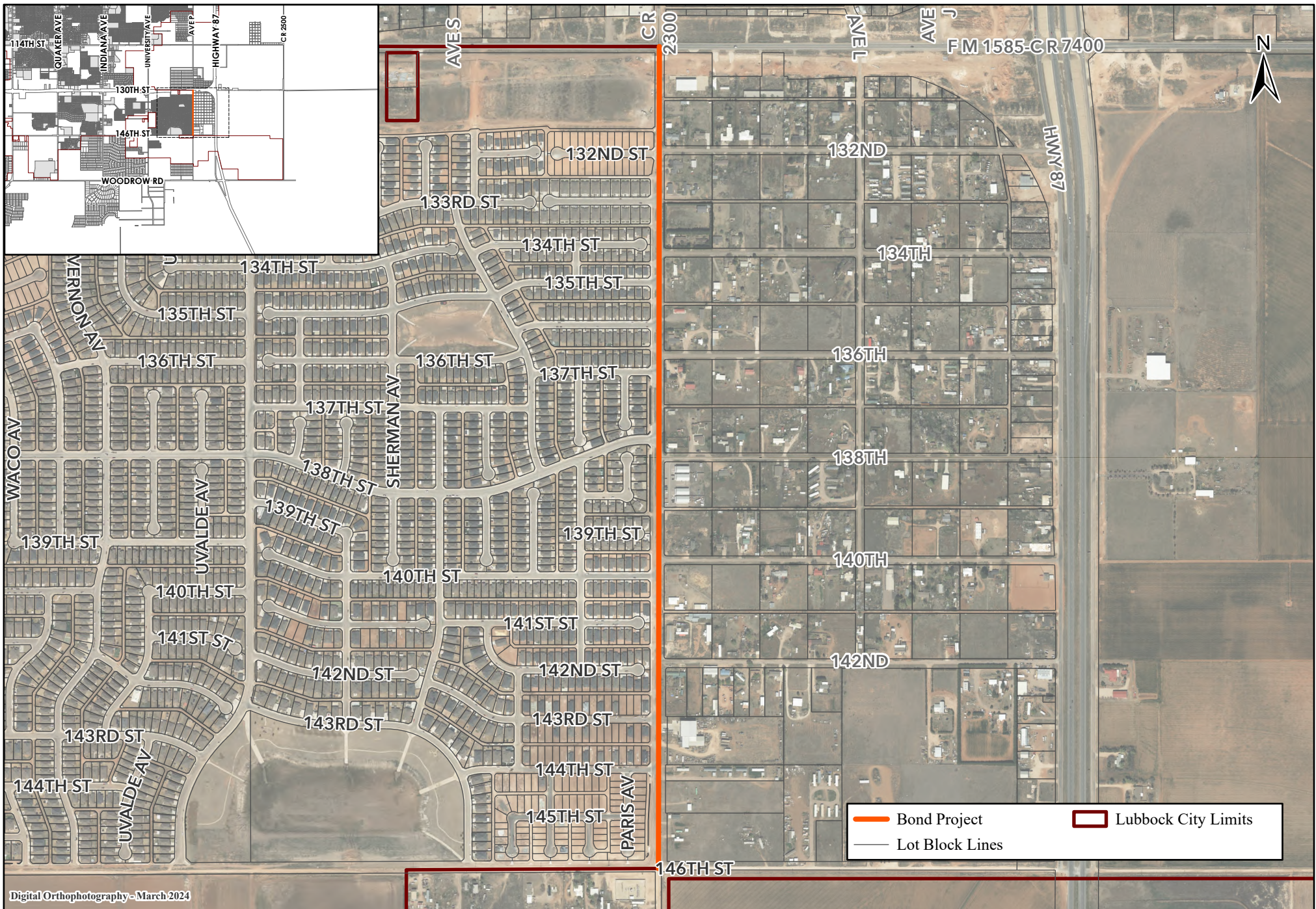
- Construction Contract Administration
- Construction Staking Services
- Construction Phase Engineer of Record support services
  - Including the collection of as built information
  - Preparation of as built records

- Construction Phase Resident Project Representative (RPR) services
- Municipal water and sewer relocation or design services
- Preparation and attendance of Public Meetings beyond those identified
- Redesign to reflect project scope changes requested by the City of Lubbock
  - Including change in project outline
  - Due to changing regulatory laws
  - Alternatives or substitutions proposed by the selected contractor

**Exhibit B**  
**Proposed Fees for Professional Services**  
**for**  
**Avenue P - State Loop 88 (130<sup>th</sup> Street) to 146<sup>th</sup> Street**  
**City of Lubbock, Texas**

Task	Description	Hugo Reed	AtkinsRealis	Atlas	
1	Project Management and Quality Assurance	\$20,688			
2	Design Survey, Geotechnical Exploration and Roadway Design Control	\$59,808		\$14,530	
3	Existing Right-of-Way Base mapping	\$56,312			
4	Franchise Utility Coordination & SUE Services	\$57,336	\$63,956		
5	Right-of-Way Acquisition Services	\$9,420			
6	Drainage Analysis, Design, PS&E	\$89,592			
7	Preliminary Design	\$140,736	\$26,132		
8	Final Design	\$343,920	\$55,095		
9	Bid Phase Support	\$15,600			
<b>Totals</b>		<b>\$793,412</b>	<b>\$145,183</b>	<b>\$14,530</b>	
<b>Project Total</b>					<b>\$953,125</b>





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





City of Lubbock, TX  
Capital Project  
Project Cost Detail  
May 13, 2025

Capital Project Number:	92898
Capital Project Name:	Avenue P, 130th Street to 146th Street - 24B

<i>Encumbered/Expended</i>	<b>Budget</b>
<i>Agenda Items, Month Day, Year</i>	
Contract 18843 with Hugo Reed and Associates for Design Services	953,125
<b><i>Encumbered/Expended To Date</i></b>	953,12
<i>Estimated Costs for Remaining Appropriation</i>	
Avenue P, 130th Street to 146th Street - 24B	1,446,87
<b><i>Remaining Appropriation</i></b>	1,446,87
<b>Total Appropriation</b>	\$ 2,400,00



# CIP 92898 Ave P: 130th St to 146th St - 24B

Bond Election Project – 2024

Project Manager: Kerry Koehler - Engineering

## Project Scope

This roadway is designated in the 2024 Street Bond for rehabilitation of existing pavement and concrete medians. Work will require the removal of existing asphalt and concrete infrastructure to be replaced with a new asphalt and concrete.

## Project Justification

On November 5, 2024, Lubbock voters approved a \$103 million street improvements bond package for the purpose of providing 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 2024-25 \$2,400,000 was appropriated by Ord. 2024-00152

## Project Dates

Start Design: 05/2025  
Design Completion: 05/2026  
Bid for Constuction: 06/2026  
Award Construction: 08/2026  
Construction Completion: 03/2028

## Project Location

Avenue P, 130th Str to 146th Str

## Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	\$0	\$8,800,000	\$0	\$0	\$0	\$0	\$0
Design	\$2,400,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,400,000	\$8,800,000	\$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
General Obligation Bonds	\$2,400,000	\$8,800,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,400,000	\$8,800,000	\$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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## Information

### Agenda Item

**Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract 18631, with Riley Industrial Services, and Contract 18764, with Johnson Pumping, Inc., to provide industrial cleaning and pumping services at City of Lubbock Water Utilities facilities.

### Item Summary

On occasion spills are encountered during equipment failures in the water and wastewater system. This creates a need for immediate response to cleaning and pumping services to mitigate risks associated with these spills. These risks have the potential to create hazards for employees and jeopardize treatment processes, which could result in non-compliance with regulations required by the Texas Commission on Environmental Quality.

As a proactive approach to preventing hazards associated with spills, it is important for the City to have contracts for cleaning and pumping services to remove the spills and restore treatment processes, avoiding interruption of services for the citizens of Lubbock and protecting employees.

City staff issued an invitation to Bid (ITB) for hourly pricing for these services.

In response to ITB 25-18631-YB, bids were received from the following contractors.

Contractor	Hourly Amount
Riley Industrial Services, Inc., Farmington, New Mexico	\$4,155.17
Johnson Pumping, Inc., Lubbock, Texas	\$7,300.40

Due to the critical nature of these services, it is recommended that a primary and secondary contract be awarded for these services.

Staff recommends award of Primary Contract 18631, to the lowest bidder, Riley Industrial Services, of Farmington, New Mexico, for a contract not to exceed \$50,000 annually.

Staff recommends award of Secondary Contract 18764, to the second-lowest bidder, Johnson Pumping, Inc., of Lubbock, Texas, for a contract not to exceed \$50,000 annually.

The contracts, which are being awarded based on an hourly rate, will be for a term of one year, with an option to renew for 4, additional one-year terms. A Bid Tab Sheet is attached.

### **Fiscal Impact**

Contract 18361 and Contract 18764 are funded up to \$50,000 each, in various Water Utilities Operating Departmental Budgets for these services, as needed.

### **Staff/Board Recommending**

Erik Rejino, Assistant City Manager

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

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### **Attachments**

Resolution - Riley Industrial Services, Inc.

Contract - Riley Industrial Services, Inc

Resolution - Johnson Pumping

Contract - Johnson Pumping

Tabulation Sheet

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 18631, for Specialty Cleaning and Pumping Services, by and between the City of Lubbock and Riley Industrial Services, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Riley Industrial  
March 25, 2025

**City of Lubbock  
Contract for  
Specialty Cleaning and  
Pumping Services**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2025**, by and between the City of Lubbock ("City"), and **Riley Industrial Services, Inc.** ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for **Specialty Cleaning and Pumping Services** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Specialty Cleaning and Pumping Services**.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Specialty Cleaning and Pumping Services**, and more specifically referred to as **Items 1-1 through 4-3** 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

**SECTION A.** Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.**

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**SECTION C.** Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Commercial General Liability Requirements: \$1M occurrence / \$2M aggregate.

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

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

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

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

\* To Include Products of Completed Operations endorsement.

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

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

\* Subcontractors must carry same limits as listed above.

### **IMPORTANT: POLICY ENDORSEMENTS**

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

### **REQUIRED PROVISIONS**

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

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

### **NOTICES**

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

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

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

**SECTION D.** Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents

as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
11. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign

terrorist organization” shall have the meaning given such term in Section 2252.151, Texas Government Code.

- 17. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

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

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

21. The Contractor shall indemnify and save harmless the City of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.
22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18631-YB 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.

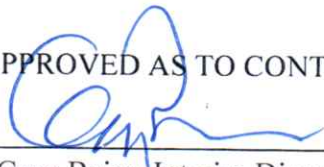
CITY OF LUBBOCK

\_\_\_\_\_  
Mark McBrayer, Mayor

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Greg Baier, Interim Director of  
Water Utilities

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY   
\_\_\_\_\_  
Authorized Representative

Alicia McCuller  
\_\_\_\_\_  
Print Name

2615 San Juan Blvd  
\_\_\_\_\_  
Address

Farmington, NM 87401  
\_\_\_\_\_  
City, State, Zip Code



**City of Lubbock, TX**  
**ITB 25-18631-YB**  
**Specialty Cleaning and Pumping Services**  
**Specifications**

## **Intent**

The City of Lubbock Water Utilities is requesting proposals from qualified contractors to perform industrial cleaning, pumping, vacuuming, sandblasting, and hydro blasting services to remove waste sludge from tank vessels, buildings, vaults, pits, piping, and similar structures including water and wastewater facilities. The contractor shall be capable of providing these services within 24 hours, as may be required to minimize downtime of the equipment and process controls. The contractor shall have verifiable experience successfully performing these services with the City of Lubbock.

## **Multiple Award**

The City may award up to three vendors (primary, secondary, tertiary), as available, according to services needed and contractor equipment capability. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors if 1) a contract vendor is unable to comply with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

## **Estimates**

The City reserves the right to secure pricing prior to commencement of work and solicit competitive bidding, if in the opinion of the City, pricing received is determined to be unreasonable compared to industry standards.

## **Repairs and New Installations Firm Quotes**

**The City will request price quotes for new installation and repair projects.** These quotes shall be firm pricing and are not to exceed the specified amount quoted for any specific project unless the scope of the project changes and the change order(s) are approved in writing by the respective City department. Prior to the City issuing a notice to proceed, Contractor shall provide the City with a written proposal detailing the scope of services and providing the cost for the proposed work. **These quotes must utilize the contracted labor rates and contracted materials cost plus markup in order to utilize this contract.**

## **Scope of Work**

The scope of work includes, but is not limited to the following:

- Vault cleaning up to 20 ft.
- Floor and wall cleaning in buildings or structures where sludge is spilled.
- Media skimming from top of clarifier tank structures
- Unclog drain lines
- Cleaning scum boxes and pits
- Stormwater vaults

- Clarifier cleaning
- Grit Chambers
- Jetting large lines up to 42”
- Tank structures to 60’ deep
- Ability to pump or vacuum large rags and debris
- Tank structure washing and jetting service

## **SAFETY**

Contractors shall adhere to established industry safety standards. If multiple contractors are on City property simultaneously, the more stringent safety standards shall apply. Contractors will be required to provide their employees with all necessary personal protective equipment such as hard hats, safety boots, safety vests, gloves, eye protection, ear protection, etc. The City will provide contractors with applicable material safety data sheets (MDS) that may be required. The contractor and their onsite personnel shall be responsible for familiarizing themselves with the applicable MDS information that may be required for chemicals used at City facilities.

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

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**  
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

**Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.**

**The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.**

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0%, net N/A calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

**MOST FAVORED PRICING:** The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

**INTERLOCAL PURCHASING (optional):** The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock  
ITB 25-18631-YB  
Specialty Cleaning and Pumping Services  
Bid Form

Location Total Cost		Riley Industrial Services, Inc.		
		Farmington, NM		
		\$4,155.00		
		Cost per Truck		
		Rental/Materials		
		&		
		Hourly	Supplies/Additional	Total
		Rate	Fees	Cost
1				
#1-1	Vacuum Truck 2 - Man crew	250.00	0	250.00
#1-2	Vacuum Truck 3 - Man Crew	300.00	0	300.00
#1-3	Support Truck	15.00	0	15.00
#1-4	Hydroblasting Crew and Equipment	260.00	0	260.00
#1-5	Sandblasting Crew and Equipment	230.00	145.00	375.00
2				
#2-1	Vacuum Truck 2 - Man crew	280.00	0	280.00
#2-2	Vacuum Truck 3 - Man Crew	345.00	0	345.00
#2-3	Support Truck	15.00	0	15.00
#2-4	Hydroblasting Crew and Equipment	290.00	0	290.00
#2-5	Sandblasting Crew and Equipment	260.00	145.00	405.00
3				
#3-1	Vacuum Truck 2 - Man crew	310.00	0	310.00
#3-2	Vacuum Truck 3 - Man Crew	390.00	0	390.00
#3-3	Support Truck	15.00	0	15.00
#3-4	Hydroblasting Crew and Equipment	320.00	0	320.00
#3-5	Sandblasting Crew and Equipment	290.00	145.00	435.00
4				
#4-1	Percentage Mark-up for Materials and Supplies	15%		
#4-3	Vehicle Cleaning Fees	150.00	0	150.00

**Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.**

YES   X   NO           

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

#### **ADDENDA**

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No.   1   Date   2/11/2025    
Addenda No.            Date             
Addenda No.            Date             
Addenda No.            Date           

#### **SUSPENSION AND DEBARMENT CERTIFICATION**

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

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

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

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

## **CONTRACTOR ACKNOWLEDGEMENT**

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

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

## **SUBMISSION INFORMATION**

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

THIS BID IS SUBMITTED BY Riley Industrial Services, Inc. a  
corporation organized under the laws of the State of New Mexico, or a partnership consisting of  
\_\_\_\_\_ or individual trading as \_\_\_\_\_ of  
the City of \_\_\_\_\_

Tax ID No.: 85-0393722

Address: 2615 San Juan Bld.

City: Farmington State: NM Zip: 87401

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

**Please complete the information below.**

By  Date: 2/18/2025  
*Authorized Representative - must sign by hand*

Officer Name and Title: Nathaniel Engels, Sr. Project Estimator

Business Telephone Number 505-327-4947 FAX: 505-326-0305

E-mail Address: natee@rileyindustrial.com

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract 18764, for Specialty Cleaning and Pumping Services, by and between the City of Lubbock and Johnson Pumping, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Johnson Pumping, Inc.  
April 9, 2025

**City of Lubbock  
Contract for  
Specialty Cleaning and  
Pumping Services**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2025**, by and between the City of Lubbock ("City"), and **Johnson Pumping, Inc.** ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for **Specialty Cleaning and Pumping Services** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Specialty Cleaning and Pumping Services**.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Specialty Cleaning and Pumping Services**, and more specifically referred to as **Items 1-1 through 4-3** 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

**SECTION A.** Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.**

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**SECTION C.** Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Commercial General Liability Requirements: \$1M occurrence / \$2M aggregate.

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

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

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

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

\* To Include Products of Completed Operations endorsement.

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

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

\* Subcontractors must carry same limits as listed above.

### **IMPORTANT: POLICY ENDORSEMENTS**

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

### **REQUIRED PROVISIONS**

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

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

### **NOTICES**

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

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

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

**SECTION D.** Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents

as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
11. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign

terrorist organization” shall have the meaning given such term in Section 2252.151, Texas Government Code.

- 17. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

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

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

21. The Contractor shall indemnify and save harmless the City of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.
22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18764-YB 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:


  
\_\_\_\_\_  
Greg Baier, Interim Director of Water Utilities

APPROVED AS TO FORM:


  
\_\_\_\_\_  
Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY   
\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Address

  
\_\_\_\_\_  
City, State, Zip Code

**City of Lubbock, TX**  
**ITB 25-18631-YB**  
**Specialty Cleaning and Pumping Services**  
**Specifications**

## **Intent**

The City of Lubbock Water Utilities is requesting proposals from qualified contractors to perform industrial cleaning, pumping, vacuuming, sandblasting, and hydro blasting services to remove waste sludge from tank vessels, buildings, vaults, pits, piping, and similar structures including water and wastewater facilities. The contractor shall be capable of providing these services within 24 hours, as may be required to minimize downtime of the equipment and process controls. The contractor shall have verifiable experience successfully performing these services with the City of Lubbock.

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

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**  
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

**Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.**

**The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.**

**PAYMENT TERMS AND DISCOUNTS** - Bidder offers a prompt payment discount of   0  %, net            calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

**MOST FAVORED PRICING:** The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

**INTERLOCAL PURCHASING (optional):** The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

**City of Lubbock**  
**ITB 25-18631-YB**  
**Specialty Cleaning and Pumping Services**

			<b>Johnson Pumping, Inc.</b> <b>Lubbock, TX</b>		
Bid/No Bid Decision	#	Description	Hours QTY (+/-)	Hourly Rate	Cost per Truck Rental/Materials & Supplies/Additional Fees
<b>1</b>					
Bid	#1-1	Vacuum Truck 2 - Man crew	1	300.00	Included in Hourly Rate
Bid	#1-2	Vacuum Truck 3 - Man Crew	1	400.00	Included in Hourly Rate
Bid	#1-3	Support Truck	1	250.00	Included in Hourly Rate
No Bid	#1-4	Hydroblasting Crew and Equipment		No Bid	
No Bid	#1-5	Sandblasting Crew and Equipment		No Bid	
<b>2</b>					
Bid	#2-1	Vacuum Truck 2 - Man crew	1	500.00	Included in Hourly Rate
Bid	#2-2	Vacuum Truck 3 - Man Crew	1	600.00	Included in Hourly Rate
Bid	#2-3	Support Truck	1	250.00	Included in Hourly Rate
No Bid	#2-4	Hydroblasting Crew and Equipment		No Bid	
No Bid	#2-5	Sandblasting Crew and Equipment		No Bid	
<b>3</b>					
Bid	#3-1	Vacuum Truck 2 - Man crew	1	500.00	Included in Hourly Rate
Bid	#3-2	Vacuum Truck 3 - Man Crew	1	600.00	Included in Hourly Rate
Bid	#3-3	Support Truck	1	250.00	Included in Hourly Rate
No Bid	#3-4	Hydroblasting Crew and Equipment		No Bid	
No Bid	#3-5	Sandblasting Crew and Equipment		No Bid	
<b>4</b>					
Bid	#4-1	Percentage Mark-up for Materials and Supplies		40.0%	
Bid	#4-2	Environmental Fees		2.00	
No Bid	#4-3	Vehicle Cleaning Fees		No Bid	

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ✓ NO \_\_\_\_\_

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

#### ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

#### SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

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

## CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

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

### SUBMISSION INFORMATION

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

THIS BID IS SUBMITTED BY JOHNSON PUMPING INC. a  
corporation organized under the laws of the State of TEXAS, or a partnership consisting of  
N/A or individual trading as N/A of  
the City of LUBBOCK

Tax ID No.: 20-3764287

Address: 1901 E. CR 7110

City: LUBBOCK State: TX Zip: 79404

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

Please complete the information below.

By Phil Johnson Date: 2/4/25  
Authorized Representative - must sign by hand

Officer Name and Title: PHIL JOHNSON, PRESIDENT

Business Telephone Number 806-863-4777 FAX: \_\_\_\_\_

E-mail Address: PHIL@JOHNSONPUMPING.COM

**City of Lubbock**  
**ITB 25-18631-YB**  
**Specialty Cleaning and Pumping Services**

			<b>Johnson Pumping, Inc.</b> <b>Lubbock, TX</b>			<b>Riley Industrial Services, Inc.</b> <b>Farmington, NM</b>		
Bid/No Bid Decision	#	Description	Hours QTY (+/-)	Hourly Rate	Cost per Truck Rental/Materials & Supplies/Additional Fees	Hours QTY (+/-)	Hourly Rate	Cost per Truck Rental/Materials & Supplies/Additional Fees
<b>1</b>								
Bid	#1-1	Vacuum Truck 2 - Man crew	1	300.00	Included in Hourly Rate	1	250.00	Included in Hourly Rate
Bid	#1-2	Vacuum Truck 3 - Man Crew	1	400.00	Included in Hourly Rate	1	300.00	Included in Hourly Rate
Bid	#1-3	Support Truck	1	250.00	Included in Hourly Rate	1	15.00	Included in Hourly Rate
No Bid	#1-4	Hydroblasting Crew and Equipment		No Bid		1	260.00	Included in Hourly Rate
No Bid	#1-5	Sandblasting Crew and Equipment		No Bid		1	230.00	145.00
<b>2</b>								
Bid	#2-1	Vacuum Truck 2 - Man crew	1	500.00	Included in Hourly Rate	1	280.00	Included in Hourly Rate
Bid	#2-2	Vacuum Truck 3 - Man Crew	1	600.00	Included in Hourly Rate	1	345.00	Included in Hourly Rate
Bid	#2-3	Support Truck	1	250.00	Included in Hourly Rate	1	15.00	Included in Hourly Rate
No Bid	#2-4	Hydroblasting Crew and Equipment		No Bid		1	290.00	Included in Hourly Rate
No Bid	#2-5	Sandblasting Crew and Equipment		No Bid		1	260.00	145.00
<b>3</b>								
Bid	#3-1	Vacuum Truck 2 - Man crew	1	500.00	Included in Hourly Rate	1	310.00	Included in Hourly Rate
Bid	#3-2	Vacuum Truck 3 - Man Crew	1	600.00	Included in Hourly Rate	1	390.00	Included in Hourly Rate
Bid	#3-3	Support Truck	1	250.00	Included in Hourly Rate	1	15.00	Included in Hourly Rate
No Bid	#3-4	Hydroblasting Crew and Equipment		No Bid		1	320.00	Included in Hourly Rate
No Bid	#3-5	Sandblasting Crew and Equipment		No Bid		1	290.00	145.00
<b>4</b>								
		Percentage Mark-up for Materials and						
Bid	#4-1	Supplies		40%			15%	
Bid	#4-2	Environmental Fees		2.00			2.00	
No Bid	#4-3	Vehicle Cleaning Fees		No Bid			150.00	



**Purchasing and Contract Management**

**Project Summary**

**ITB 25-18631-YB**

**Specialty Cleaning and Pumping Services**

Notice was published in the Lubbock Avalanche Journal on February 2 & February 9, 2025.

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

Notice was published on Bonfire.com from January 31 to February 19, 2025.

27 vendors downloaded the documents using Bonfire.com.

2 vendors were notified separately.

2 vendors submitted bids.

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## Information

### Agenda Item

**Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract 18635, with Pro Serv Industrial Contractors, LLC., to provide welding and fabrication services at City of Lubbock Water Utilities facilities.

### Item Summary

When the City of Lubbock Water Utilities Department experiences equipment failures in systems, immediate welding services are occasionally needed to restore treatment processes. Failure to promptly restore operations to treatment process equipment could result in non-compliance with regulations required by the Texas Commission on Environmental Quality.

As a proactive approach to minimizing equipment downtime, it is important that the City have a contract established for specialized welding and fabrication. Prompt repairs to this equipment minimize the interruption of services for the citizens of Lubbock.

City staff issued an invitation to Bid (ITB) for hourly pricing for these services.

In response to ITB 25-18635-YB, bids were received from the following contractors.

Contractor	Hourly Amount
PSIC - Pro Serv Industrial Contractors, LLC., Houston, Texas	\$13,000
B&N Machine & Welding, LLC., Lubbock, Texas	\$30,000
Johnson General Contractors Group, LLC., Lubbock, Texas	\$36,000

Staff recommends award of Contract 18635, to the lowest bidder, Pro Serv Industrial Contractors, LLC., of Houston, Texas, for a contract not to exceed \$50,000 annually.

The contract being awarded is based on an hourly rate and will be for a term of one year, with an option to renew for 4, additional one-year terms.

### Fiscal Impact

Contract 18635 is funded up to \$50,000 in various Water Utilities Operating Departmental Budgets for these services, as needed.

**Staff/Board Recommending**

Erik Rejino, Assistant City Manager

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

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**Attachments**

Resolution - Pro Serv

Contract - Pro Serv Industrial

Tabulation Sheet

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 18635, for Welding and Fabrication Services, by and between the City of Lubbock and PSIC-Pro Serv Industrial Contractors, LLC, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Pro Serv Industrial  
March 25, 2025

**City of Lubbock  
Contract for  
Welding and Fabrication Services**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Lubbock ("City"), and PSIC - Pro Serv Industrial Contractors, LLC, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for **Welding and Fabrication Services** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Welding and Fabrication Services**.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Welding and Fabrication Services**, and more specifically referred to as **Items 1-1 through 1-4** 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

**SECTION A.** Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**SECTION C.** Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

**Commercial General Liability Requirements:** \$1M occurrence / \$2M aggregate.

**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.

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

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

\* To Include Products of Completed Operations endorsement.

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

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

\* Subcontractors must carry same limits as listed above.

### **IMPORTANT: POLICY ENDORSEMENTS**

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

### **REQUIRED PROVISIONS**

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

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

### **NOTICES**

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

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

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

**SECTION D.** Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents

as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
11. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign

terrorist organization” shall have the meaning given such term in Section 2252.151, Texas Government Code.

- 17. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.
22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18635-YB, 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.

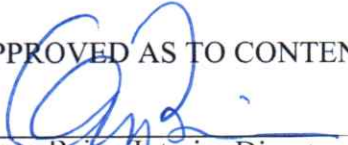
CITY OF LUBBOCK

\_\_\_\_\_  
Mark McBrayer, Mayor

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Greg Baier, Interim Director of  
Water Utilities

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY   
\_\_\_\_\_  
Authorized Representative

Chad Stokes

\_\_\_\_\_  
Print Name

231 Parkway Dr Ste 100-105

\_\_\_\_\_  
Address

Early, TX 76802

\_\_\_\_\_  
City, State, Zip Code



**City of Lubbock, TX**  
**ITB 25-18635-YB**  
**Welding and Fabrication Services**  
**Specifications**

**Intend**

The City of Lubbock is requesting bids from qualified contractors to perform welding, milling, machining, and fabrication services to restore or establish process controls in various City facilities. **The contractor shall be capable of providing these services within 24 hours**, as may be required. This is required to ensure minimal downtime due to the critical nature of the equipment and process control requirements. Contractor shall provide their own tools, equipment, vehicles, supplies, and staffing to perform the work. The contractor shall have verifiable experience successfully performing these services with the City of Lubbock.

**Multiple Award**

The City may award up to three vendors (primary, secondary, tertiary), as available, according to services needed and contractor equipment capability. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors if 1) a contract vendor is unable to comply with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

**Estimates**

The City reserves the right to secure pricing prior to commencement of work and solicit competitive bidding, if in the opinion of the City, pricing received is determined to be unreasonable compared to industry standards.

**Repairs and New Installations Firm Quotes**

The City will request price quotes for new installation and repair projects. These quotes shall be firm pricing and are not to exceed the specified amount quoted for any specific project unless the scope of the project changes and the change order(s) are approved in writing by the respective City department. Prior to the City issuing a notice to proceed, Contractor shall provide the City with a written proposal detailing the scope of services and providing the cost for the proposed work. **These quotes must utilize the contracted labor rates and contracted materials cost plus markup in order to utilize this contract.**

**Scope of Work**

Welding and fabrication may include work on tank structures and ancillary equipment, augers, piping, process equipment, rotating devices, equipment supports, and other equipment, as necessary. Scope of work includes, but is not limited to the following:

- Onsite and/or shop fabrication and welding work
- Stainless steel welding
- Aluminum Welding
- Brass Brazing
- Dressing and fabricating bearings

- Dress and fabricate head shafts
- Steel or neoprene milling
- Shop machine work
- Pressing of bearings and shafts

## **Safety**

Contractors shall adhere to established industry safety standards. If multiple contractors are on City property simultaneously, the more stringent safety standards shall apply. Contractors will be required to provide their employees with all necessary personal protective equipment such as hard hats, safety boots, safety vests, gloves, eye protection, ear protection, etc. The City will be required to provide contractors with applicable material safety data sheets (MDS) that may be required for chemicals used at City facilities. The contractor and their onsite personnel shall be responsible for familiarizing themselves with the applicable MDS information.

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

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**  
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

**Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.**

**The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.**

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net \_\_\_\_\_

calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

**MOST FAVORED PRICING:** The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

**INTERLOCAL PURCHASING (optional):** The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock  
ITB 25-18635-YB  
Welding and Fabrication Services  
Bid Form

				PSIC - Pro Serv Industrial Contractors, LLC	
				Houston, TX	
				\$26,000.00	
#	Items	Quantity Required (+/-)	UOM	Unit Price	Total Cost
#0-1	Labor - Regular (8-5) - Per Specifications.	200.00	HR	65.00	13,000.00
#0-2	Labor - After Hours/Holiday - Per Specifications.	50.00	HR	130.00	6,500.00
#0-3	Labor - Emergency - Per Specifications.	50.00	HR	130.00	6,500.00
#0-4	Material/Parts - Percentage of markup on estimated \$15,000 parts/material based on actual cost to contractor.	15%	Percentage		

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES   X   NO           

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

#### **ADDENDA**

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No.   1   Date 02/11/25  
Addenda No.   2   Date 02/11/25  
Addenda No.   3   Date 02/11/25  
Addenda No.        Date           

#### **SUSPENSION AND DEBARMENT CERTIFICATION**

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

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

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

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



## CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

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

### SUBMISSION INFORMATION

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

THIS BID IS SUBMITTED BY Chad Stokes a  
corporation organized under the laws of the State of Texas, or a partnership consisting of  
\_\_\_\_\_ or individual trading as PSIC-Pro Serv Industrial Contractors, LLC of  
the City of Houston

Tax ID No.: 93-3526355

Address: 15534 West Hardy Road, Suite 220

City: Houston State: Texas Zip: 77060

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

Please complete the information below.

By Chad Stokes Date: 02/17/2025  
*Authorized Representative - must sign by hand*

Officer Name and Title: Regional Manager

Business Telephone Number 512-581-5994 FAX: N/A

E-mail Address: cstokes@psicllc.com

City of Lubbock  
ITB 25-18635-YB  
Welding and Fabrication Services

		B&N Machine & Welding, LLC	Johnson General Contractors Group, LLC	PSIC - Pro Serv Industrial Contractors, LLC
		Lubbock, TX	Lubbock, TX	Houston, TX
Description		Hourly Rate	Hourly Rate	Hourly Rate
#0-1	Labor - Regular (8-5) - Per Specifications.	150.00	180.00	65.00
#0-2	Labor - After Hours/Holiday - Per Specifications.	300.00	270.00	130.00
#0-3	Labor - Emergency - Per Specifications.	185.00	325.00	130.00
#0-4	Material/Parts - Percentage of markup on estimated \$15,000 parts/material based on actual cost to contractor.	15%	20%	15%



## **Purchasing and Contract Management**

### **Project Summary**

#### **ITB 25-18635-YB Welding and Fabrication Services**

Notice was published in the Lubbock Avalanche Journal on February 2 & February 9, 2025.

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

Notice was published on Bonfire.com from January 31 to February 19, 2025.

24 vendors downloaded the documents using Bonfire.com.

1 vendor were notified separately.

3 vendors submitted bids.



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## Information

### Agenda Item

**Resolution - Public Works Street Maintenance:** Consider a resolution authorizing the Mayor to execute Contract 18639, with Martin Marietta Materials, Inc., to establish annual contract pricing for concrete materials.

### Item Summary

City staff issued an Invitation to Bid (ITB) to establish the pricing for certain concrete products used in the construction, maintenance and repair of public streets, alleys and utility installations.

In response to ITB 25-18639-TF, a sole bid was received and opened on March 6, 2025, from the following vendor:

Company	Amount
Martin Marietta Materials, Inc., Lubbock, Texas	\$623,420

Staff has reviewed the proposed bid and recommends award of Contract 18639 to Martin Marietta Materials, Inc., of Lubbock, Texas, for \$623,420.

The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities, and actual expenditures may be more or less, depending on actual quantities. The price per unit will not change, and the Bid Tab Sheet is attached.

The term of this contract is one year, with the option of 4, one-year extensions.

### Fiscal Impact

Contract 18639, for \$623,420, to establish pricing for needed concrete materials, is funded in the Street Maintenance, Water, and Wastewater Operating Funds, and individual cost centers will be charged as the products are used.

### Staff/Board Recommending

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

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## **Attachments**

Resolution - Contract 18639

Contract - Contract 18639

Bid Tab Sheet - Contract 18639

Project Summary - Contract 18639

**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. 18639 for concrete materials as per ITB 25-18639-TF, by and between the City of Lubbock and Martin Marietta Materials, Inc. of Lubbock, TX, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

**City of Lubbock  
Contract for  
Concrete Materials**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Lubbock ("City"), and Martin Marietta Materials, Inc., ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for **Concrete Materials** 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 **Concrete Materials**

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, **Concrete Materials**, and more specifically referred to as **Items 1-1 through 1-6, 1-9, 1-11 through 1-12 and 2-1 through 2-3** 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. Contractor does not agree to provide most-favored-nations pricing and Contractor disclaims all price warranties or guarantees, except that Contractor agrees not to escalate prices under this Contract for a period of (6) months from the effective date of this Contract.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. At any time during the term of the contract, or for a period of three (3) years thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times (during Contractor's normal business hours and with at least ten (10) business days' notice), 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.
14. 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, except for payment for goods previously delivered by Contractor pursuant to this Contract, 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.
15. 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 ensure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
16. 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.
17. 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.

- 18. 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.

19. 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.
20. 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.

21. 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.
22. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees (the "Indemnified Parties") 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, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

23. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18639-TF, Specifications, and the Bid Form. In the event of any conflicts between the body of this Contract, and the Invitation to Bid No. 25- 18639-TF, Specifications, and the Bid Form, the body of this Contract shall control.
24. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.
25. This Contract shall be governed by the laws of the State of Texas, without regard to its conflict of law provisions. The parties disclaim any applicability of the Uniform Commercial Code.
26. Contractor will endeavor to maintain the City's schedule related to its projects provided that such scheduling shall be as mutually agreed between the parties, which the City shall provide to Contractor in advance of commencement of the project, and the City will regularly update. While Seller will endeavor to maintain the City's schedule, Seller is unable to guarantee availability of goods upon demand.
27. Contractor warrants (i) good title to the goods, and (ii) that upon delivery, the goods will conform to any applicable written specifications included with the Invitation to Bid No. 25-18639-TF. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. The City shall promptly notify Contractor of any suspected breach of Contractor's warranties and hold the goods for Contractor's inspection.



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

CITY OF LUBBOCK

CONTRACTOR

\_\_\_\_\_  
Mark McBrayer, Mayor

BY   
Authorized Representative

ATTEST:

Scott Stephens  
Print Name

\_\_\_\_\_  
Courtney Paz, City Secretary

404 E. LEHIGH ST.  
Address

APPROVED AS TO CONTENT:

LUBBOCK TX 79403  
City, State, Zip Code

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

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

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

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**The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.**

**PAYMENT TERMS AND DISCOUNTS** - Bidder offers a prompt payment discount of \_\_\_\_\_%, net \_\_\_\_\_ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

**MOST FAVORED PRICING:** The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

**INTERLOCAL PURCHASING (optional):** The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock  
ITB 25-18639-TF  
Concrete Materials  
Bid Tabulation Sheet

**Martin Marietta Materials, Inc.**

**Location  
Total Cost:**

**Lubbock, TX  
\$623,420.00**

#	Item Description	QTY (+/-)	UOM	Unit Price	Total Cost
<b>Items</b>					
#1-1	Class A Concrete (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	200	CY	\$167.00	\$33,400.00
#1-2	of Lubbock Engineering Minimum Design Standards and Class B Concrete (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	500	CY	\$172.00	\$86,000.00
#1-3	Minimum Design Standards and Specifications, section 8.07)	200	CY	\$174.00	\$34,800.00
#1-4	Class B Concrete with Fiber Reinforcement (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	200	CY	\$179.00	\$35,800.00
#1-5	Class C Concrete (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	200	CY	\$178.00	\$35,600.00
#1-6	Class C Concrete with Fiber Reinforcement (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	200	CY	\$183.00	\$36,600.00
#1-7	Class E Concrete (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	200	CY	No Bid	No Bid
#1-8	Class E Concrete with Fiber Reinforcement (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	200	CY	No Bid	No Bid
#1-9	Type I, Type II or a Type I-II Bulk Cement (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	500	Ton	\$350.00	\$175,000.00
#1-10	Type I, Type II or a Type I-II Bulk Cement-To include price to deliver on-site (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	600	Ton	No Bid	No Bid
#1-11	Flowable Fill (1.5 sacks per cubic yard) (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	1500	CY	\$124.00	\$186,000.00
#1-12	Minimum Load for Delivery (Will appear as a dollar amount but will not be included in total)	0	EA	4	0
<b>Additional Charges</b>					
#2-1	Additional demurrage charge after the first hour on location	1	HR	\$120.00	\$120.00
#2-2	chute to move to new location	1	EA	\$80.00	\$80.00
#2-3	Delivery Charge: Monday - Friday during business hours	1	EA	\$20.00	\$20.00
#2-4	Delivery Charge: Saturday and Sunday	1	EA	No Bid	No Bid
#2-5	Pour Charge: Monday-Friday	1	EA	No Bid	No Bid
#2-6	Pour Charge: Saturday and Sunday	1	EA	No Bid	No Bid

City of Lubbock

ITB 25-18639-TF

Bid Tab addendum:

As discussed prior to submitting bid and accepting this contract, there are a few items that are not available or properly identified on the Bid Tabulation Sheet as it is requested. These things are detailed below:

Delivery Charge will appear on invoice as ENVIRONMENTAL FEE

ENVIRONMENTAL FEE M-F DURING BUSINESS HOURS \$20.00 PER TRUCK

ENVIRONMENTAL FEE SAT DURING BUSINESS HOURS \$20.00 PER TRUCK

SATURDAY CHARGE – AN ADDITIONAL FEE DURING BUSINESS HOURS ON SATURDAY  
\$50.00 PER TRUCK

DEMURRAGE will appear as WAITING TIME and is charged at \$120 per hour for holding truck beyond first hour

AFTER HOURS CHARGES:

PLANT OPENING FEE \$2500.00 (in addition to standard business hour charges)

**Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.**

YES \_\_\_\_\_ NO   x  

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

#### **ADDENDA**

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. <u>1</u>	Date <u>2/11/25</u>
Addenda No. <u>2</u>	Date <u>2/13/25</u>
Addenda No. <u>3</u>	Date <u>2/20/25</u>
Addenda No. <u>4</u>	Date <u>2/25/25</u>

#### **SUSPENSION AND DEBARMENT CERTIFICATION**

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

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

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

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

## **TEXAS GOVERNMENT CODE SECTION 2252.152**

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

## **TEXAS GOVERNMENT CODE SECTION 2271.002**

Company hereby certifies the following:

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

The following definitions apply to this state statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.**

## **TEXAS GOVERNMENT CODE 2274**

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

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

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

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

## **INCOMPLETE INFORMATION**

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification by reason of “non-responsiveness”.

## **CONTRACTOR ACKNOWLEDGEMENT**

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

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

### **SUBMISSION INFORMATION**

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

THIS BID IS SUBMITTED BY Scott Stephens a  
corporation organized under the laws of the State of Texas, or a partnership consisting of  
\_\_\_\_\_ or individual trading as \_\_\_\_\_ of  
the City of \_\_\_\_\_

Tax ID No.: 75-0832210

Type text here

Address: 404 E. Lehigh St.

City: Lubbock State: TX Zip: 79403

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

**Please complete the information below.**

By  Date: 3/6/25  
*Authorized Representative - must sign by hand*

Officer Name and Title: Scott Stephens, General Manager

Business Telephone Number 806.474.2721 FAX: \_\_\_\_\_

E-mail Address: Kristi.Egenbacher@martinmarietta.com



## Bid Form

Total Cost \$623,420.00

#	Items	Bid Amount	Unit of Measure	Qty(+/-)	UnitCost	TotalCost
#1-1	Class A Concrete (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	33,400.00	CY	200	167.00	<b>33400.00</b>
#1-2	Class A Concrete with Fiber Reinforcement (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	86,000.00	CY	500	172.00	<b>86000.00</b>
#1-3	Class B Concrete (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	34,800.00	CY	200	174.00	<b>34800.00</b>
#1-4	Class B Concrete with Fiber Reinforcement (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	35,800.00	CY	200	179.00	<b>35800.00</b>
#1-5	Class C Concrete (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	35,600.00	CY	200	178.00	<b>35600.00</b>
#1-6	Class C Concrete with Fiber Reinforcement (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	36,600.00	CY	200	183.00	<b>36600.00</b>
#1-7	Class E Concrete (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	0.00	CY	200	No Bid	No Bid
#1-8	Class E Concrete with Fiber Reinforcement (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	0.00	CY	200	No Bid	No Bid
#1-9	Type I, Type II or a Type I-II Bulk Cement (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	175,000.00	Ton	500	350.00	<b>175000.00</b>
#1-10	Type I, Type II or a Type I-II Bulk Cement-To include price to deliver on-site (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	0.00	Ton	600	No Bid	No Bid
#1-11	Flowable Fill (1.5 sacks per cubic yard) (refer to City of Lubbock Engineering Minimum Design Standards and Specifications, section 8.07)	186,000.00	CY	1500	124.00	<b>186000.00</b>
#1-12	Minimum Load for Delivery (Will appear as a dollar amount but will not be included in total)	0.00	EA	0	4.00	<b>0.00</b>
#2-1	Additional demurrage charge after the first hour on location	120.00	HR	1	120.00	<b>120.00</b>
#2-2	Charge for a split load, forcing driver to clean and lift chute to move to new location	80.00	EA	1	80.00	<b>80.00</b>
#2-3	Delivery Charge: Monday - Friday during business hours	20.00	EA	1	20.00	<b>20.00</b>
#2-4	Delivery Charge: Saturday and Sunday	0.00	EA	1	No Bid	No Bid
#2-5	Pour Charge: Monday-Friday	0.00	EA	1	No Bid	No Bid
#2-6	Pour Charge: Saturday and Sunday	0.00	EA	1	No Bid	No Bid



## **Purchasing and Contract Management**

### **Project Summary ITB 25-18639-TF Concrete Materials**

Notice was published in the Lubbock Avalanche Journal on January 26, 2025 & February 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 January 26 to March 6, 2025.

2 individuals attended the pre-proposal/pre-bid meeting.

39 vendors downloaded the documents using Bonfire.com.

42 vendors were notified separately.

1 vendor submitted bid.



AI# 13421

Regular City Council Meeting

05/13/2025:

6. 18.

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## Information

### Agenda Item

**Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute a Notice of Abandonment of Intended Purpose and Reversion, by and between the City of Lubbock and the Guadalupe - Parkway Neighborhood Center, Inc., reverting all rights, title, and interest, for property located at 123 North Avenue N, Lubbock, Texas 79401.

### Item Summary

In 2018, the City Council approved a Deed Without Warranty for the Guadalupe-Parkway Sommerville Center, Inc for property located at 123 North Avenue N. The public purpose for the building was defined in the deed as ongoing services to children and families in the surrounding area and to the residents of Lubbock including offerings such as literacy training, language skills, and academic support. The deed also states that if the property ever ceases to be used for this public purpose, that the property reverts back to the City of Lubbock.

We have been notified by the Guadalupe-Parkway Neighborhood Center that the public purpose has ceased, and accordingly, we are recommending that the City Council approve the attached Notice of Abandonment. The Notice of Abandonment has already been executed by the Guadalupe-Parkway Neighborhood Center and will allow the property to revert to the City for a purpose to be determined at a later date by the City Council.

### Fiscal Impact

None

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

Mark Zavicar, Director of Facilities Management

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## Attachments

Resolution - Guadalupe Parkway Neighborhood Center

Notice of Abandonment

Executed Deed without Warranty December 28, 2017

**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 Notice of Abandonment of Intended Purpose and Reversion, by and between the City of Lubbock and Guadalupe-Parkway Neighborhood Center, Inc., reverting all rights, title, and interest in and to the property to the City for all purposes, and related documents. Said Notice is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Notice-Guadalupe-Parkway Neighborhood Ctrs  
April 14, 2025

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.**

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**NOTICE OF ABANDONMENT OF INTENDED PURPOSE AND REVERSION**

This Notice of Abandonment of Intended Purpose and Reversion is made as of this \_\_\_\_ day of May, 2025, by the City of Lubbock, by and through its Mayor (the "City"), and Guadalupe-Parkway Neighborhood Centers, Inc., a Texas nonprofit corporation ("GPNC").

WHEREAS, pursuant to that certain Deed Without Warranty (the "Deed"), dated December 28, 2017, by and between the City and GPNC, recorded at Volume \_\_\_\_, Page \_\_\_\_ of the Official Public Records of Lubbock County, Texas, the City conveyed that certain real property (the "Property") more particularly described in the Deed to GPNC; and

WHEREAS, the conveyance of the Property in the Deed was made in fee simple determinable, so long as a public purpose, as that term was set forth and defined in the Deed, were satisfied by GPNC; and

WHEREAS, at such time the public purpose were deemed no longer to have been satisfied, the Property, and all rights, title, and interest therein conveyed by the Deed were to automatically revert and vest in the City, its successors, and assigns; and

WHEREAS, the City and GPNC acknowledge and agree that the public purpose contemplated by the parties to the Deed is no longer being satisfied to any meaningful extent, and further that GPNC no longer has a need for the Property, nor intends to accomplish the public purpose set forth in the Deed; and

WHEREAS, the City and GPNC agree that by virtue of the foregoing, all rights, title, and interest having been conveyed in the Deed to GPNC have automatically reverted to and vested in the City, and further agree that a memorandum of said reversion and vesting should be filed of record in Lubbock County, Texas.

NOW, THEREFORE, pursuant to the terms and provisions of the Deed, the undersigned representatives from the City and GPNC do hereby execute this Notice of Abandonment of Intended Purpose and Reversion as evidence that the clear and unambiguous condition of a public purpose as set forth in the Deed will no longer be met, and that all rights, title, and interest in and to the Property having been conveyed in the Deed to GPNC have automatically reverted to, and vested in, the City for all purposes.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

CITY OF LUBBOCK

MARK MCBRAYER, Mayor

GUADALUPE-PARKWAY  
NEIGHBORHOOD CENTERS, INC.

  
Dela Esqueda, Executive Officer

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned, a Notary Public in and for Lubbock County, Texas, on this day personally appeared MARK MCBRAYER, Mayor of the City of Lubbock, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he 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 \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public for the  
State of Texas

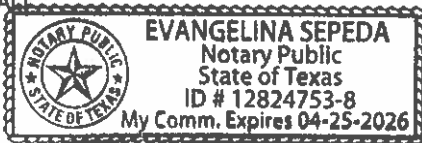
STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned, a Notary Public in and for Lubbock County, Texas, on this day personally appeared DELA ESQUEDA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he 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 2nd day of May, 2025.

[SEAL]



  
Notary Public for the  
State of Texas

Notice of confidentiality rights: If you are a natural person, you may remove or strike any 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.

### DEED WITHOUT WARRANTY

DATE: December 28, 2017

GRANTOR: City of Lubbock, Texas

GRANTOR'S MAILING ADDRESS

P.O. Box 2000  
Lubbock, TX 79457

GRANTEE: Guadalupe-Parkway Neighborhood Centers, Inc.

GRANTEE'S MAILING ADDRESS

123 North Avenue N  
Lubbock, TX 79401

#### CONSIDERATION:

Grantor and Grantee expressly stipulate that Grantee shall utilize the Property solely in a manner that promotes a public purpose of the Grantor. Grantor and Grantee stipulate that the consideration of public purpose use by Grantee is the sole consideration to be received by Grantor for the conveyance of the Property by Grantor and that such consideration is sufficient in all respects.

#### PROPERTY (INCLUDING ANY IMPROVEMENTS):

The property that is the subject of this Deed Without Warranty is Richmond Second Addition, Block 5, Lots 12-16.



The Property is conveyed to Grantee, and Grantee's successors and assigns for so long as the Property is used to promote a public purpose of the Grantor. If the Property ceases to be so used, all rights, title, and interest conveyed by this instrument shall automatically revert to and vest in Grantor, and Grantor's successors and assigns, without the necessity of any further act on the part of or on behalf of the Grantor, it being the intent of Grantor to convey a fee simple determinable estate to the Grantee. For the purposes hereof, "public purpose" of the Grantor shall mean Grantee to provide ongoing service to children and families in the surrounding area and to the residents of Lubbock by offering literacy training, language skills, and academic support among many other educational and support services

#### REPRESENTATIONS AND WARRANTIES OF GRANTEE:

Grantee warrants and represents that it is a non-profit organization, as that term is defined in the Texas Local Government Code Section 253.011(a).

Grantee represents and warrants to Grantor that it has made an independent inspection and evaluation of the Property and the title to same and acknowledges that Grantor has made no statements or representations concerning the present or future value of the Property, the state of title of the Property, the condition, including the environmental condition of the Property, or the anticipated income, costs, or profits, if any, to be derived from the Property.

FURTHER, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, TITLE, INCLUDING WITHOUT LIMITATION, THE EXISTENCE OF LIENS AGAINST



THE PROPERTY, THE VALUE, QUALITY, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, MERCHANTABILITY OR FITNESS FOR PURPOSE OF ANY OF THE PROPERTY. Grantee further acknowledges that, in accepting this Deed Without Warranty, it has relied solely upon its independent evaluation and examination of the Property, and public records relating to the Property and the independent estimates, computations, evaluations and studies based thereon. Grantor makes no warranty or representation as to the accuracy, completeness or usefulness of any information furnished to Grantee, if any, whether furnished by Grantor or any other third party. Grantor, its officers, employees, elected officials, independent contractors, and agents assume no liability for the accuracy, completeness or usefulness of any material furnished by Grantor, or any of its officers, employees, elected officials, independent contractors and/or agents, if any, and/or any other person or party. Reliance on any material so furnished shall not give rise to any cause, claim or action against Grantor, its officers, employees, elected officials, independent contractors and/or agents, and any such reliance shall be at Grantee's sole risk.

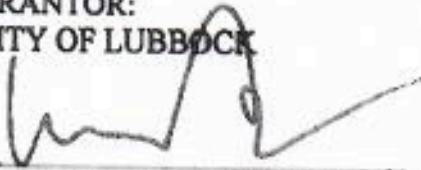
THE CONVEYANCE OF THE PROPERTY SHALL BE ON A "WHERE IS", "AS IS", AND "WITH ALL FAULTS" BASIS, AND SHALL BE WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO TITLE, INCLUDING, BUT NOT LIMITED TO THE EXISTENCE OF LIENS

AGAINST THE PROPERTY, THE DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY OR OTHERWISE. Grantee has satisfied itself as to the title, type, condition, quality and extent of the property and property interests which comprise the Property it is receiving pursuant to this Deed Without Warranty.

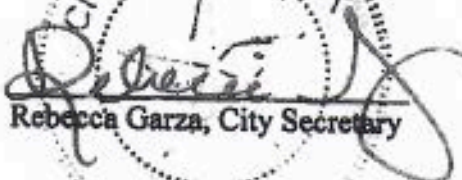
Grantor, for the consideration and subject to the reservations and exceptions to conveyance, grants, sells, and conveys to Grantee the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever, without warranty, express or implied, statutory or otherwise, and all warranties that might arise by common law and the warranties created by Section 5.023 of the Texas Property Code (and all amendments and successors thereto) are expressly excluded.

EXECUTED THIS 11th DAY OF January, 2018.

GRANTOR:  
CITY OF LUBBOCK

  
DANIEL M. POPE, MAYOR

ATTEST

  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

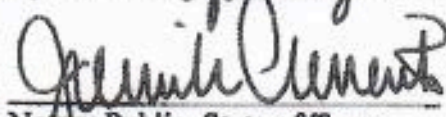
  
Kelli Leisure, Assistant City Attorney

State of Texas       §

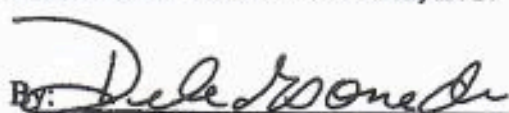
County of Lubbock   §

This instrument was acknowledged before me on this 11<sup>th</sup> day of January 2018 by Daniel M. Pope as Mayor of the City of Lubbock.



  
Notary Public, State of Texas  
My commission expires: 6/28/2020

GRANTEE:  
GUADALUPE-PARKWAY  
NEIGHBORHOOD CENTERS, INC.

By:   
Adela Esqueda  
Chief Executive Officer



# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Kelly Pinion*

Kelly Pinion, County Clerk  
Lubbock County, TEXAS  
11/02/2018 10:59 AM  
FEE: \$42.00  
2018041941

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## Information

### Agenda Item

**Resolution: Public Health Services:** Consider a resolution authorizing the Mayor to execute Department of State Health Services (DSHS) Contract No. HHS001439500038, and all related documents, under the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention, by and between the City of Lubbock and the State of Texas, acting by and through DSHS, to support public health emergency preparedness.

### Item Summary

This is an existing grant through the Department of State Health Services (DSHS). The Public Health Emergency Preparedness Contract (PHEP) was initially awarded to the Public Health Department in 2003 by the Department of State Health Services. The purpose of this amendment is to renew the contract for FY2026, to perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement from the Centers for Disease Control and Prevention ("CDC") in support of public health emergency preparedness.

The contract term is July 1, 2024, through June 30, 2026. The contract amount is \$288,016.

This contract requires an electronic signature.

### Fiscal Impact

The total amount of federal funds is \$261,833.

The total local match is \$26,183.

### Staff/Board Recommending

Bill Howerton, Deputy City Manager

Katherine Wells, Director of Public Health

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## Attachments

Resolution

Amendment No. 2 PHEP

**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 Department of State Health Services (DSHS) Contract No. HHS001439500038, under the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention, by and between the City of Lubbock and the State of Texas, acting by and through DSHS, and all related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rachael Foster, Assistant City Attorney



**TEXAS**  
Health and Human  
Services

**Texas Department of State Health Services**

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

The Honorable Mark McBrayer, Mayor  
City of Lubbock  
PO Box 2000  
Lubbock, Texas 79401

Subject: Public Health Emergency Preparedness Contract  
DSHS Contract Number: HHS001439500038  
Contract Amendment No.: 2  
Contract Amount: \$576,032.00  
Contract Term: July 1, 2024, through June 30, 2026

Dear Mayor McBrayer:

Enclosed is the Public Health Emergency Preparedness grant agreement renewal amendment number 2 between the Department of State Health Services and City of Lubbock ("Grantee").

The purpose of this amendment is to renew the contract for FY2026, to perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement from the Centers for Disease Control and Prevention ("CDC") in support of public health emergency preparedness.

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

Sincerely,

Jennifer Silva, CTCM  
Contract Manager  
512-776-6567  
[Jennifer.Silva@dshs.texas.gov](mailto:Jennifer.Silva@dshs.texas.gov)

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001439500038  
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency" or "DSHS") and **CITY OF LUBBOCK** ("Grantee"), who are collectively referred to as the "Parties," to that certain Public Health Emergency Preparedness ("PHEP") grant agreement, effective July 1, 2024, and denominated DSHS Contract No. HHS001439500038 ("Contract"), as amended, now desire to further amend the Contract.

**WHEREAS**, the Parties desire to extend the term of the Contract to exercise the first of four (4) available one-year extension options under the Contract;

**WHEREAS**, the Parties desire to add funds to the Contract associated with the FY 2026 extension period; and

**WHEREAS**, the Parties desire to revise certain terms for compliance with applicable law and DSHS policy.

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

1. **SECTION III** of the Contract, **DURATION**, is amended to reflect a revised termination date of **June 30, 2026**.
2. **SECTION V** of the Contract, **BUDGET AND INDIRECT COST RATE** is hereby amended to increase funding in the amount of \$288,016.00 for FY 2026. The total not to exceed amount of this Grant Agreement is increased to \$576,032.00. All expenditures under the Grant Agreement must be within the identified FY, and in accordance with **ATTACHMENT B.1, FY2026 BUDGET**.

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

Increase in Federal Funds: \$261,833.00	Total Federal Funds: \$523,666.00
Increase in State Funds: \$0.00	Total State Funds: \$0.00

3. **SECTION VI** of the Contract, **NOTICE TO PROCEED** is hereby deleted in its entirety and replaced with the following:

Funding for this Grant Agreement is available each FY, which is the period of July 1, through June 30, for the contract term in Section III, Duration, and is dependent on the award of the applicable federal grant. No work may begin, and no charges may be incurred until DSHS issues a written Notice to Proceed ("NTP") to Grantee for each FY. Although the NTP may issue a budget amount less than the total not to exceed amount of the Grant



Agreement, the NTP must not effectuate a total budget of the Grant Agreement that results in a total not to exceed Grant Agreement amount that exceeds the amount specified in **Section V, Budget and Indirect Cost Rate**, of the Grant Agreement. Such changes to total not to exceed amount specified in the Grant Agreement must be effectuated by amendment. Any expenditures made beyond the dollar amounts specified in the NTP(s) will be at Grantee's sole risk. Notwithstanding the preceding, at DSHS's discretion, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR § 200.309.

4. **SECTION VII** of the Contract, **REPORTING REQUIREMENTS** is hereby supplemented with the addition of the following:

Grantee shall submit the reports for FY2026, as identified in the table below, and as outlined in **ATTACHMENT A.2, FY2026 STATEMENT OF WORK**, by the due dates and submission methods specified therein. DSHS may add contractual requirements and revise reporting due dates throughout the term of this Grant Agreement to comply with modifications made to the federal grant award.

Report	Frequency	Project FY 2026 Due Date(s)	DSHS Email or System to Submit Report
Financial Status Report - Biannual  (See SECTION I(V)(10) of ATTACHMENT A, FY 2026 STATEMENT OF WORK)	FSRs are due biannually. The first FSR is due on the last day of the month following the first FSR period. The second FSR is due on the last day of the month, thirty (30) calendar days after the contract end date and following the second FSR period.	January 31, 2026 July 30, 2026	<a href="mailto:invoices@dshs.texas.gov">invoices@dshs.texas.gov</a> ; <a href="mailto:fsrgrants@dshs.texas.gov">fsrgrants@dshs.texas.gov</a> ; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement
Invoices/Requests for Reimbursement  (See SECTION III(A) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)	The last business day of the month following the month in which expenses were incurred AND thirty (30) calendar days following the expiration date of the Grant Agreement.	August 29, 2025 September 30, 2025 October 31, 2025 November 28, 2025 December 31, 2025 January 30, 2026 February 27, 2026 March 31, 2026 April 30, 2026 May 29, 2026 June 30, 2026 July 30, 2026	<a href="mailto:invoices@dshs.texas.gov">invoices@dshs.texas.gov</a> ; <a href="mailto:CMSinvoices@dshs.texas.gov">CMSinvoices@dshs.texas.gov</a> ; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement
Property Inventory Report (Form GC-11)  (See SECTION I(U)(3) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)	Once per FY	October 15, 2025	<a href="mailto:FSOequip@dshs.texas.gov">FSOequip@dshs.texas.gov</a> ; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement

<b>Initial Work Plan</b>  (See SECTION I(V)(1) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)	Once per FY	July 31, 2025	Qualtrics System
<b>Jurisdictional Risk Assessment (JRA)</b>  (See SECTION I(V)(2) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)	Once per FY	June 15, 2026	Qualtrics System
<b>Capacity Indicators</b>  (See SECTION I(V)(3) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)	Once per FY	July 31, 2025	Qualtrics System
<b>Multi-Year Integrated Preparedness Plan ("MYIPP")</b>  (See SECTION I(V)(4) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)	Once per FY	May 1, 2026	Qualtrics System
<b>After-Action Review/Improvement Plan ("AAR/IP")</b>  (See SECTION I(V)(5) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)	Once per FY	No later than 120 days after the exercise or by June 30, 2026	Qualtrics System
<b>Programmatic Mid-Year Performance Report</b>  (See SECTION I(V)(6) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)	Once per FY	January 31, 2026	Qualtrics System
<b>Programmatic End-of-Year Performance Report</b>  (See SECTION I(V)(7) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)	Once per FY	July 30, 2026	Qualtrics System
<b>Jurisdictional Evaluation Tool (JET) – Only for Regions 7 &amp; 8.</b>  (See SECTION I(V)(8) of Attachment A.2, FY2026 Statement of Work)	Once per FY	June 30, 2026	Qualtrics System

Capacity Indicators Survey – Only for Regions 1, 2/3, 4/5N, 6/5S, 9/10, & 11  (See SECTION I(V)(9) of ATTACHMENT A.2, FY2026 STATEMENT OF WORK)	Once per FY	July 31, 2025	Qualtrics System
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5. The Contract is amended to add **ATTACHMENT A.2 FY2026 STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Contract for all purposes.
6. **ATTACHMENT B** of the Contract, **FY2025 BUDGET** is hereby deleted in its entirety and replaced with **ATTACHMENT B.1 FY2026 BUDGET**, which is attached to this Amendment and incorporated into the Contract for all purposes.
7. **ATTACHMENT C** of the Contract, **HHS CONTRACT AFFIRMATIONS, VERSION 2.3, EFFECTIVE AUGUST 2023** is hereby deleted in its entirety and replaced with **ATTACHMENT C.1 HHS CONTRACT AFFIRMATIONS, VERSION 2.5, EFFECTIVE NOVEMBER 2024**, which is attached to this Amendment and incorporated into the Contract for all purposes.
8. **ATTACHMENT D** of the Contract, **HHS UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.3. EFFECTIVE NOVEMBER 2023** is hereby deleted in its entirety and replaced with **ATTACHMENT D.1 HHS UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.5, EFFECTIVE SEPTEMBER 2024**, which is attached to this Amendment and incorporated into the Contract for all purposes.
9. **ATTACHMENT F** of the Contract, **FY2025 FFATA** is hereby supplemented to add **ATTACHMENT F.1 FY2026 FFATA**, which is attached to this Amendment and incorporated into the Contract for all purposes.
10. This Amendment is effective immediately upon execution by the last party to sign below. Operations and funding for Fiscal Year 2026 begins on July 1, 2025. Except as modified by this Amendment, all existing terms of the Contract, including the current Statement of Work, shall remain in full force and effect until and unless modified by written agreement of the Parties.
11. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
12. Any further revisions to the Contract shall be by written agreement of the Parties.
13. Each Party represents and warrants that the person executing this Amendment No. 2 on its behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2**  
**DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001439500038**

**DEPARTMENT OF STATE HEALTH SERVICES    CITY OF LUBBOCK**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**ATTACHMENT B.1**  
**FY2026 BUDGET**

<b>BUDGET CATEGORIES</b>	<b>DSHS FUNDING FOR FY2025 (July 1, 2024 – June 30, 2025)</b>	<b>DSHS FUNDING FOR FY2026 (July 1, 2025 – June 30, 2026)</b>	<b>TOTAL DSHS FUNDING</b>
Personnel	\$162,738.00	\$166,644.00	\$329,382.00
Fringe Benefits	\$74,209.00	\$85,822.00	\$160,031.00
Travel	\$5,900.00	\$2,530.00	\$8,430.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$6,273.00	\$5,487.00	\$11,760.00
Contractual	\$10,800.00	\$0.00	\$10,800.00
Other	\$1,913.00	\$1,350.00	\$3,263.00
<b>Sum of DSHS Direct Costs</b>	<b>\$261,833.00</b>	<b>\$261,833.00</b>	<b>\$523,666.00</b>
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>Sum of DSHS Direct Costs and Indirect Costs</b>	<b>\$261,833.00</b>	<b>\$261,833.00</b>	<b>\$523,666.00</b>
Plus Required Match (Cash or In-Kind)	\$26,183.00	\$26,183.00	\$52,366.00
<b>Total Contract Amount</b>	<b>\$288,016.00</b>	<b>\$288,016.00</b>	<b>\$576,032.00</b>

**FY is defined as the period of July 1 through June 30.**

## **ATTACHMENT A.2 FY2026 STATEMENT OF WORK**

### **I. GRANTEE RESPONSIBILITIES**

- A.** Grantee shall perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement between the Centers for Disease Control and Prevention (“CDC”) and the Department of State Health Services (“System Agency”) to advance public health emergency preparedness.
- B.** Grantee shall perform the activities required under this Contract in the following cities, counties, or groups of counties (cumulatively, Grantee’s “Jurisdiction”): Lubbock.
- C.** Grantee shall provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D.** Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee’s Jurisdiction. At minimum, the Grantee shall ensure the following public health emergency preparedness capabilities are all addressed in their workplan over by FY29:
  - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short-term and long-term.
  - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
  - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
  - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
  - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
  - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information, as well as the issuing of public health alerts to all levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Non-pharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing non-pharmaceutical interventions in response to the needs of an incident, event, or threat. Non-pharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens, and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and

recovery activities during pre-deployment, deployment, and post-deployment.

- E. Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee's Jurisdiction. CDC released the Public Health Response Readiness Framework that defines excellence in response operations. The Grantee shall be knowledgeable of these items and ensure the items are addressed throughout the deliverables:
1. Prioritize a risk-based approach – to all-hazards planning that addresses evolving threats and supports medical countermeasure logistics.
  2. Enhance partnerships – (federal and nongovernmental organizations) to effectively support community preparedness efforts.
  3. Expand local support – to improve jurisdictional readiness to effectively manage public health emergencies.
  4. Improve administrative and budget preparedness systems – to ensure timely access to resources for supporting jurisdictional responses.
  5. Build workforce capacity – to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health.
  6. Modernize data collection and systems – to improve situational awareness and information sharing with healthcare systems and other partners.
  7. Strengthen risk communications activities – to improve proficiency in disseminating critical public health information and warnings and address mis/disinformation.
  8. Incorporate practices – to enhance preparedness and response support for communities experiencing differences in health status due to structural barriers.
  9. Advance capacity and capability of public health laboratories – to characterize emerging public health threats through testing and surveillance.
  10. Prioritize community recovery efforts – to support health department reconstitution and incorporate lessons learned from public health emergency responses.
- F. Grantee shall match funds awarded under this Grant Agreement with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions ("match") may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that apply to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 Code of Federal Regulations (CFR) 74.23 and 45 CFR 92.24, as amended.

Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as outlined in **ATTACHMENT B.1, FY2026 BUDGET**. "Cash match" is defined as an expenditure of cash by the Grantee on allowable costs under this Grant Agreement that are borne by the Grantee. "In-kind match" is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Grant Agreement's project, and that are contributed by non-federal third parties without charge to the Grantee. The criteria for a match must:



1. Be an allowable cost under the applicable federal cost principle;
  2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
  3. Be verifiable within the Grantee's (or subgrantee's) records;
  4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
  5. Not be included as contributions toward any other federally assisted project or program (match can count only once);
  6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
  7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
  8. Be adequately documented;
  9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
  10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Grant Agreement term.
- G.** Grantee shall in the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the Grantee's Jurisdiction, to the affected area of the state upon receipt of a written request from System Agency.
- H.** Grantee shall, in the event of a local, state, or federal incident, emergency or disaster, have the option to request from DSHS the United States Department of Health and Human Services (HHS) emPower Individual Data Set (hereinafter, the "CMS data") for PHEP services. To access CMS data, Grantee shall submit to DSHS a written request that describes how the CMS data will be used to perform emergency planning for identifying, and/or conducting outreach to at-risk Medicare beneficiaries to ensure they have the necessary medical resources and assistance throughout and during recovery from the incident, emergency or disaster. DSHS reserves the right to request additional information from Grantee. DSHS will review Grantee's request and provide a written approval or denial.

Grantee's access to and use of the CMS data and any derivative data is provided to allow Grantee to perform specified and DSHS-approved public health activities under the Contract.

When accessing the CMS data or derivative data, Grantee shall:

1. Ensure Confidential Information is handled in compliance with the HHS Data Use Agreement and the Centers for Medicare and Medicaid Services Data Use Agreement and any associated DUA Addendum;
2. Employ appropriate administrative, technical, and physical safeguards to protect the confidentiality of the CMS data and/or derivative data. Such protections shall include, but not be limited to measures that prevent unauthorized use or access to or use of such data, logon protocols and passwords for electronic access to such data, encryption of such data at rest and in transit, permanent deletion of internet histories when using third party

- resources, and redaction of information when fully identifiable information is not required, and the use of sufficient overwriting to ensure permanent deletion of electronic copies of such data or the physical destruction of such data in accordance with terms of this section;
3. Only utilize CMS data and derivative data to perform public health activities and only for the purposes specifically requested and approved by DSHS and not for any other purpose;
  4. Ensure CMS data or derivative data is not entered into any type of registry, unless approved in writing by DSHS;
  5. Destroy all source data and derivative data within 30 calendar days from the date of disclosure. In the event the incident, emergency, or disaster extends past the 30 calendar days, Grantee may request a 30-day extension to continue the response and outreach by submitting a written request to DSHS with justification for the continued use of the data. Grantee shall submit written attestation to DSHS certifying that destruction of all data was completed;
  6. Ensure Grantee staff who have access to CMS data or any derivative data complete HIPPA training prior to accessing any data set. Grantee shall produce evidence of completed training to DSHS upon request;
  7. Ensure Grantee staff who have access to CMS data or any derivative data obtain role-based access to the CMS data or any derivative data; and
  8. Attest that each staff member accessing the CMS data does not have a criminal background or disqualifying criminal history record information or is not otherwise prohibited from accessing the CMS data as set forth in state or federal law or rule, including CMS requirements.
- I. Grantee shall coordinate activities and response plans within Grantee's Jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.
- J. Grantee shall inform System Agency in writing if Grantee will not continue performance under this Grant Agreement within thirty (30) calendar days of receipt of System Agency's notification of an amended standard(s) or guideline(s). In such event, System Agency may terminate this Grant Agreement immediately or within a reasonable period of time, as determined by System Agency.
- K. Grantee shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Grant Agreement, including partial full-time employees and temporary staff.
- L. Grantee shall complete and submit programmatic reports as directed by DSHS in a format specified by DSHS and as needed to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b and c), as amended. Grantee must provide DSHS other reports, including financial reports, that DSHS determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- M. Grantee shall conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program ("HSEEP") guidance. Have plans, processes, and training in place to meet NIMS compliance requirements.

- N. Grantee shall, when using volunteers during the Grant Agreement term, designate a Texas Disaster Volunteer Registry ("TDVR") State Emergency System for the Advanced Registration of Volunteer Health Professionals ("ESAR-VHP") System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.
- O. Grantee shall coordinate all planning, training, and exercises performed under this Grant Agreement with other Local Health Entities, the Texas Division of Emergency Management ("TDEM"), or other points of contact at the discretion of System Agency, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.
- P. Grantee shall coordinate all risk communication activities with the System Agency Communications Unit by using System Agency's core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.
- Q. Grantee shall work with the DSHS Public Health Region and their Regional Health Care Coalition to develop comprehensive preparedness strategies by participating in meetings, trainings, and exercises.
- R. Grantee shall comply with all state and System Agency guidance and standards, including the following:

Texas Grant Management Standards, located at the following URL,  
<https://comptroller.texas.gov/purchasing/grant-management/>.

- S. Grantee shall comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
1. Texas Government Code Chapter 418;
  2. Public Law 116-22, Pandemic and All-Hazards Preparedness and Advancing Innovation Act ("PAHPAI");
  3. Public Law 109-417 Pandemic and All-Hazards Preparedness Act ("PAHPA");
  4. Texas Health and Safety Code Chapter 81;
  5. Section 319 C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended; and
  6. 2 CFR Part 200.
- T. Grantee shall comply with all requirements related to purchases made with grant funds and uses of grant funds under this Grant Agreement. The requirements regarding purchases made with grant funds and uses of grant funds under this Grant Agreement include the following:
1. Grantee may not use funds for research, clinical care, fundraising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff,

purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible.

2. Grantee may not use funds made available under this Contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
  3. Grantee must initiate the purchase of all equipment approved in writing by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase equipment must be submitted to the assigned System Agency Contract Representative.
  4. At the expiration or termination of this Grant Agreement for any reason, title to any remaining equipment and supplies purchased with funds under this Grant Agreement reverts to System Agency. Title may be transferred to another party at the sole discretion of System Agency. System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
  5. Grantee shall not use System Agency funds to lease buildings or real property without prior written approval from System Agency. Further, Grantee shall not use System Agency funds for the purchase of buildings or real property under any circumstance.
  6. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls.
  7. System Agency will monitor Grantee's expenditures on a monthly basis. If expenditures are below the amount projected in Grantee's total FY amount, Grantee's budget may be subject to a decrease for the remainder of the FY.
- U. Grantee shall comply with requirements related to the cost reimbursement budget under this Grant Agreement. The cost reimbursement budget requirements include the following:
1. Grantee's approved cost reimbursement budget must document all approved and allowable expenditures.
  2. Grantee shall only utilize funding under this Grant Agreement for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented in the approved cost reimbursement budget, Grantee shall notify the System Agency Contract Representative, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification whether the requested expense is approved or denied.
  3. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to [FSOequip@dshs.texas.gov](mailto:FSOequip@dshs.texas.gov), with a copy to the assigned System Agency Contract Representative by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$10,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

V. Grantee shall comply with the reporting requirements and due dates established in this **ATTACHMENT A.2, FY2026 STATEMENT OF WORK** and **SECTION VII, REPORTING REQUIREMENTS**, of the Contract Signature Document. Unless stated otherwise in this Grant Agreement, Grantee must submit the reports via Qualtrics, a web-based system, according to instructions provided by System Agency. Programmatic reports satisfy the information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072(b) and (c). The reporting requirements include the following:

1. Grantee must prepare an **Initial Work Plan** each FY and submit it to System Agency via Qualtrics, using a URL provided by System Agency. For FY2026, Grantee must submit the Initial Work Plan to System Agency by **July 31, 2025**. This requirement must be reviewed and approved by System Agency to receive credit.
2. Grantee must prepare and submit a **Jurisdictional Risk Assessment (JRA)** to System Agency via Qualtrics, using a URL provided by System Agency. For FY2026, Grantee must submit a Jurisdictional Risk Assessment to System Agency by **June 15, 2026**. Must include disproportionately impacted populations or access and functional needs. Previously completed JRAs can be submitted if they are not more than 5 years old. The next JRA will be due within the next 5 years from the submitted JRA date. This requirement must be reviewed and approved by System Agency to receive credit.
3. Grantee must prepare and submit a self-assessment on **Capacity Indicators** each FY via Qualtrics. For FY2026, Grantee must submit the Capacity Indicators Form to System Agency by **July 31, 2025**. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Capacity Indicators Form. This requirement must be reviewed and approved by System Agency to receive credit.
4. Grantee must prepare and submit a current **Multi-Year Integrated Preparedness Plan ("MYIPP")** each FY, which must include at least five (5) years of progressive exercise, planning and training, to System Agency via Qualtrics. For FY2026, Grantee must submit the MYIPP to System Agency by **May 1, 2026**. The MYIPP must be based on the results of the Grantee's training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:
  - a) Summary of the MYIPP Workshop;
  - b) The proposed location, month(s), and year(s) of future exercise(s);
  - c) The type(s) of future exercise(s) that will take place; and
  - d) The partnering entities.

MYIPP must include one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G, LOC-B), and recovery operations (REC-A). This requirement must be reviewed and approved by System Agency to receive credit.

5. Grantee must implement an exercise program to include three (3) discussion-based exercises and one (1) Functional or Full-Scale Operational Exercise over the five (5) year Performance Period. This includes completing After Action Reports (AAR), Corrective Action and Improvement Plans. The exercises should utilize scenarios that meet your priority jurisdictional risks identified in the JRA. Submit the **After-Action Review/Improvement Plan ("AAR/IP")** for each exercise no later than 120 days after the

- exercise or by **June 30, 2026** via Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
6. For FY2026, the Grantee must submit the **Programmatic Mid-Year Performance Report** to the System Agency by **January 31, 2026**, via Qualtrics. The System Agency will provide a template to the Grantee, which will identify the information that the Grantee must provide in its Programmatic Mid-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.
  7. For FY2026, the Grantee must submit the **Programmatic End-of-Year Performance Report** to the System Agency by **July 30, 2026**. The System Agency will provide a template to the Grantee to identify the information that the Grantee must provide in its Programmatic End-of-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.
  8. For FY2026, the Grantee located in DSHS Public Health Regions 7 and 8 must submit the **Jurisdictional Evaluation Tool (JET)** to the System Agency by **June 30, 2026**. The System Agency will provide a template to the Grantee to be completed using Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
  9. Grantees in DSHS Public Health Regions 1, 2/3, 4/5N, 6/5S, 9/10, and 11 must complete and submit the **Capacity Indicators Survey** in Qualtrics by **July 31, 2025**. There will be an additional section pertaining to the JET. The System Agency will provide a template to the Grantee to be completed using Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
  10. Grantee must submit biannual **Financial Status Reports (FSRs)**. Grantee's FSRs are due biannually. The first FSR is due on the last day of the month following the first FSR period. The second FSR is due on the last day of the month, thirty (30) days after the contract end date and following the second FSR period. The first FSR, for the period July 1, 2025, through December 31, 2025, is due by **January 31, 2026**. The second FSR, for the period January 1, 2026, through June 30, 2026, is due by **July 30, 2026**. Grantee shall electronically submit FSRs to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [fsrgrants@dshs.texas.gov](mailto:fsrgrants@dshs.texas.gov), with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement. If the System Agency determines Grantee needs to submit FSR reports by mail or fax, Grantee must send the required information as follows:
    - a. For submission by mail, use address below:  
Department of State Health Services  
Claims Processing Unit  
P.O. Box 149347, MC 1940  
Austin, TX 78714-9347
    - b. For submission by fax, use the number below:  
(512) 458-7442
  11. Grantee must maintain an inventory of equipment, supplies defined as "Controlled Assets" (see definition in the form titled, "DSHS Contractor's Property Inventory Report (Form GC-11)," link below), and real property. Grantee shall submit an annual cumulative report of the above stated items on Form GC-11, located at the following URL: <https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract->



management-section-prevention. Grantee will submit the Form GC-11, via email, to [FSOequip@dshs.texas.gov](mailto:FSOequip@dshs.texas.gov), with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, no later than October 15th of each calendar year.

12. Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
13. The Grantee must immediately notify the System Agency in writing if the Grantee is legally prohibited from providing any report required under this Grant Agreement.

## **II. PERFORMANCE MEASURES**

- A. System Agency will monitor the Grantee's performance of this Statement of Work requirements and compliance with the Grant Agreement's terms and conditions.
- B. Grantee must adhere to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these requirements may result in the System Agency withholding a portion of the current Fiscal Year PHEP A.2 award.
- C. Upon request by the System Agency, the Grantee shall reasonably revise any performance measure to the System Agency's satisfaction and with the requirements outlined in this Grant Agreement.

## **III. INVOICE AND PAYMENT**

- A. Grantee shall request monthly payments by the last business day of the month following the month in which expenses were incurred and shall use the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) located at <http://www.dshs.texas.gov/grants/forms.shtm>. Grantee's final invoice will be due thirty (30) calendar days following the expiration date of the Grant Agreement. The System Agency will issue reimbursement payments to the Grantee monthly for reported actual cash disbursements supported by adequate documentation.

Invoice approval and payment is contingent upon receipt of adequate supporting documentation and submittal of acceptable supporting documentation by electronic mail to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov), with a copy to the assigned System Agency Contract Representative identified in the Signature Document.

At a minimum, every invoice should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
2. DSHS Contract or Purchase Order number;
3. Identification of service(s) provided;
4. The total invoice amount; and
5. Any additional supporting documentation that is required by this Statement of Work

or as requested by System Agency.

- B.** System Agency will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B.1, FY2026 BUDGET**, of this Grant Agreement. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the FY.
- C.** DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. DSHS will monitor Grantee's expenditures on a biannual basis. If expenditures are below the amount projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds. Grantee must report position vacancies to their assigned Contract Manager each month until the position is filled.
- D.** Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total funds allotted per FY. All advances must be expended by the end of the FY. Advances not expended by the end of the Grant Agreement term must be refunded to the System Agency. System Agency may require the Grantee to repay all or part of advance funds at any time during the Grant Agreement term. However, if the advance has not been repaid before the last three (3) months of the Grant Agreement term, the Grantee must deduct at least one-third ( $1/3^{\text{rd}}$ ) of the remaining advance from each of the last three (3) months' reimbursement requests. If the advance is not repaid prior to the last three (3) months of the Grant Agreement term, System Agency will reduce the reimbursement request by one-third ( $1/3^{\text{rd}}$ ) of the remaining balance of the advance.



**HEALTH AND HUMAN SERVICES**  
**Contract Number HHS001439500038**

**Attachment C1 CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**5. Assignment**

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

**6. Terms and Conditions**

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

**7. HHS Right to Use**

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

**8. Release from Liability**

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

**9. Dealings with Public Servants**

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

**10. Financial Participation Prohibited**

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**11. Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**12. Child Support Obligation**

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

**13. Suspension and Debarment**

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

**14. Excluded Parties**

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

**15. Foreign Terrorist Organizations**

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**16. Executive Head of a State Agency**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

**17. Human Trafficking Prohibition**

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**18. Franchise Tax Status**

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

**19. Debts and Delinquencies**

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

**20. Lobbying Prohibition**

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

**21. Buy Texas**

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

**22. Disaster Recovery Plan**

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

**23. Computer Equipment Recycling Program**

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

**24. Television Equipment Recycling Program**

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

**25. Cybersecurity Training**

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

**26. Restricted Employment for Certain State Personnel**

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

**27. No Conflicts of Interest**

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

**28. Fraud, Waste, and Abuse**

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General

Attn: Fraud Hotline  
MC 1300  
P.O. Box 85200  
Austin, Texas 78708-5200

**29. Antitrust**

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

**30. Legal and Regulatory Actions**

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

**31. No Felony Criminal Convictions**

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

**32. Unfair Business Practices**

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**33. Entities that Boycott Israel**

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**34. E-Verify**

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

**35. Former Agency Employees – Certain Contracts**

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

**36. Disclosure of Prior State Employment – Consulting Services**

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
  2. Status;
  3. The nature of the previous employment with HHSC or the other State of Texas agency;
  4. The date the employment was terminated and the reason for the termination; and
  5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

**37. Abortion Funding Limitation**

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

**38. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.



**39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.**

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

**40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)**

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

**41. COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

**42. COVID-19 Vaccinations**

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

**43. Entities that Boycott Energy Companies**

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**44. Entities that Discriminate Against Firearm and Ammunition Industries**

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**45. Security Controls for State Agency Data**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

**46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

- 47. Office of Inspector General Investigative Findings Expert Review**  
In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.
- 48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses**  
In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.
- 49. Foreign-Owned Companies in Connection with Critical Infrastructure**  
If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.
- 50. Critical Infrastructure Subcontracts**  
For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.
- 51. Enforcement of Certain Federal Firearms Laws Prohibited**  
In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

**52. Prohibition on Abortions**

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

**53. Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:**

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

**54. False Representation**

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**55. False Statements**

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**56. Permits and License**

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

**57. Equal Employment Opportunity**

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**58. Federal Occupational Safety and Health Law**

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**59. Signature Authority**

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

**Signature Page Follows**

**Authorized representative on behalf of Contractor must complete and sign the following:**

---

**Legal Name of Contractor**

---

**Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)**

---

**Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)**  
**Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

---

**Signature of Authorized Representative**

---

**Date Signed**

---

**Printed Name of Authorized Representative**  
**First, Middle Name or Initial, and Last Name**

---

**Title of Authorized Representative**

---

**Physical Street Address**

---

**City, State, Zip Code**

---

**Mailing Address, if different**

---

**City, State, Zip Code**

---

**Phone Number**

---

**Fax Number**

---

**Email Address**

---

**DUNS Number**

---

**Federal Employer Identification Number**

---

**Texas Identification Number (TIN)**

---

**Texas Franchise Tax Number**

---

**Texas Secretary of State Filing Number**

---

**SAM.gov Unique Entity Identifier (UEI)**



# **TEXAS**

## **Health and Human Services**

**Health and Human Services (HHS)**

**Uniform Terms and Conditions - Grant**

**Version 3.5**

**Published and Effective – September 2024**

**Responsible Office: Chief Counsel**

## **ABOUT THIS DOCUMENT**

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.



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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

“Contract” or “Grant Agreement” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“Deliverables” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“DSHS” means the Department of State Health Services.

“Effective Date” means the date on which the Grant Agreement takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“HHSC” means the Texas Health and Human Services Commission.

“Health and Human Services” or “HHS” includes HHSC and DSHS.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Project” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

**“Signature Document”** means the document executed by all Parties for this Grant Agreement.

**“Solicitation,” “Funding Announcement” or “Request for Applications (RFA)”** means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

**“Solicitation Response” or “Application”** means Grantee’s full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

**“State Fiscal Year”** means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

**“State of Texas Textravel”** means the Texas Comptroller of Public Accounts’ website relative to travel reimbursements under this Contract, if any.

**“Statement of Work”** means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

**“System Agency”** means HHSC or DSHS, as applicable.

**“Work Product”** means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

**“Texas Grant Management Standards” or “TxGMS”** means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

## **1.2 INTERPRETIVE PROVISIONS**

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.



- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
  - E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
  - F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
  - G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
  - H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
  - I. Time is of the essence in this Grant Agreement.
  - J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
    - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    - ii. Shall not contest the interpretation by the System Agency of such provision(s).
- No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

## **ARTICLE II. PAYMENT PROVISIONS**

### **2.1 PROMPT PAYMENT**

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

### **2.2 TAXES**

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

### **2.3 ANCILLARY AND TRAVEL EXPENSES**

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller’s *Texttravel* guidelines, which can currently be accessed at: <https://fmxcpa.texas.gov/fmx/travel/texttravel/>

## **2.4 BILLING**

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

## **2.5 USE OF FUNDS**

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

## **2.6 USE FOR MATCH PROHIBITED**

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

## **2.7 PROGRAM INCOME**

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

## **2.8 NONSUPPLANTING**

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

## **2.9 INDIRECT COST RATES**

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.1 EXCESS OBLIGATIONS PROHIBITED**

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

### **3.2 NO DEBT AGAINST THE STATE**

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.3 DEBTS AND DELINQUENCIES**

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

### **3.4 REFUNDS AND OVERPAYMENTS**

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

## **ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS**

### **4.1 ALLOWABLE COSTS**

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the



criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

## **4.2 AUDITS AND FINANCIAL STATEMENTS**

### **A. Audits**

- i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.
- ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.
- iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least \$750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least \$1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iv. If Grantee, within Grantee's fiscal year, expends at least \$750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
- v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
- vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

### **B. Financial Statements.**

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

#### **4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS**

##### **A. Audits.**

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
- ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

##### **B. Financial Statements.**

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

### **ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

#### **5.1 WARRANTY**

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

#### **5.2 GENERAL AFFIRMATIONS**

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

#### **5.3 FEDERAL ASSURANCES**

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

#### **5.4 FEDERAL CERTIFICATIONS**

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

## 5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

## ARTICLE VI. INTELLECTUAL PROPERTY

### 6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

### 6.2 GRANTEE'S PRE-EXISTING WORKS

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

### **6.3 THIRD PARTY IP**

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

### **6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS**

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

### **6.5 DELIVERY UPON TERMINATION OR EXPIRATION**

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

### **6.6 SURVIVAL**

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

### **6.7 SYSTEM AGENCY DATA**

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.



- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

## **ARTICLE VII. PROPERTY**

### **7.1 USE OF STATE PROPERTY**

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
  - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
  - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

### **7.2 DAMAGE TO STATE PROPERTY**

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

### **7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT**

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

### **7.4 EQUIPMENT AND PROPERTY**

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

## **ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY**

### **8.1 RECORD MAINTENANCE AND RETENTION**

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

### **8.2 AGENCY'S RIGHT TO AUDIT**

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

### **8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS**

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
- C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

### **8.4 STATE AUDITOR'S RIGHT TO AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

## **8.5 CONFIDENTIALITY**

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

## **ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES**

### **9.1 REMEDIES**

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
  - i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
  - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
  - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
  - iv. suspending all or part of the Grant Agreement;
  - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
  - vi. recouping payments made by the System Agency to the Grantee found to be in error;
  - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
  - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
  - ix. withholding release of new grant agreements; and
  - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

### **9.2 TERMINATION FOR CONVENIENCE**

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.



### 9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
  - i. **Material Breach**  
The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.
  - ii. **Failure to Maintain Financial Viability**  
The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.
- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

### 9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

### 9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

### 9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

## **ARTICLE X. INDEMNITY**

### **10.1 GENERAL INDEMNITY**

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.
- C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.

### **10.2 INTELLECTUAL PROPERTY**

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
- ii ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
- iii SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

### **10.3 ADDITIONAL INDEMNITY PROVISIONS**

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

## **ARTICLE XI. GENERAL PROVISIONS**

### **11.1 AMENDMENTS**

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

### **11.2 NO QUANTITY GUARANTEES**

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

### **11.3 CHILD ABUSE REPORTING REQUIREMENTS**

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.**
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.**

### **11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS**

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:**

- i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
  - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
  - iii. Applying to all employees and visitors in this designated area; and
  - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

## **11.5 INSURANCE AND BONDS**

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

## **11.6 LIMITATION ON AUTHORITY**

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
  - i. Make public policy on behalf of the System Agency;
  - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
  - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or



the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

#### **11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS**

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

#### **11.8 SUBCONTRACTORS**

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

#### **11.9 PERMITTING AND LICENSURE**

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

#### **11.10 INDEPENDENT CONTRACTOR**

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

#### **11.11 GOVERNING LAW AND VENUE**

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

#### **11.12 SEVERABILITY**

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

#### **11.13 SURVIVABILITY**

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

#### **11.14 FORCE MAJEURE**

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

#### **11.15 NO IMPLIED WAIVER OF PROVISIONS**

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

#### **11.16 FUNDING DISCLAIMERS AND LABELING**

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

#### **11.17 MEDIA RELEASES**

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

#### **11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS**

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

#### **11.19 SOVEREIGN IMMUNITY**

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

#### **11.20 ENTIRE CONTRACT AND MODIFICATION**

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

#### **11.21 COUNTERPARTS**

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

## **11.22 PROPER AUTHORITY**

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

## **11.23 E-VERIFY PROGRAM**

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

## **11.24 CIVIL RIGHTS**

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
  - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
  - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
  - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.



- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51st Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
Fax: (512) 438-5885  
Email: [HHSCivilRightsOffice@hhsc.state.tx.us](mailto:HHSCivilRightsOffice@hhsc.state.tx.us)

#### **11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS**

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

#### **11.26 DISCLOSURE OF LITIGATION**

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

#### **11.27 NO THIRD PARTY BENEFICIARIES**

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

#### **11.28 BINDING EFFECT**

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

## Fiscal Federal Funding Accountability and Transparency Act (FFATA)

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

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

<b>Printed Name of Authorized Representative:</b>	<b>Signature of Authorized Representative</b>
<b>Title of Authorized Representative</b>	<b>Date Signed</b>

## **Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION**

**As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.**

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

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

---

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes ☐ No ☐

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes ☐ No ☐

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

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

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**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes ☐ No ☐

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

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

**Provide compensation information here:**

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## Information

### Agenda Item

**Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Job Order Contract 18830, with Henthorn Commercial Construction, for installation of a new wind cone at Lubbock Preston Smith International Airport.

### Item Summary

The scope of work includes installing a new primary wind cone at Lubbock Preston Smith International Airport.

FAA Advisory Circular (AC) 150/5340-30J, section 6.6.2 requires a primary wind cone (PWC) for any airport certificated per Title 14 CFR Part 139. LBB does not currently have a PWC, though supplemental wind cones are currently located near each runway end.

The project was initially bid out with an extended bid period, but no bids were received. Therefore, the contract with Henthorn Commercial Construction is made through Sourcewell Purchasing Cooperative, using an electronic system known as EZIQC, to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair, and minor new construction. The contracts are based on a pre-set price book otherwise known as a Construction Task Catalog (CTC) provided by Gordian.

Sourcewell is a Service Cooperative and governmental agency created by Minnesota Statute 123A.21, to enable participating governmental agencies to reduce the cost of goods and services by leveraging their combined purchasing power. Texas Government Code Chapter 791 allows political subdivisions of Texas Chapter 271.102 to participate in purchasing cooperatives with other local governments and cooperative purchasing organizations, which satisfies state law requiring the City to solicit competitive bids. Work to be performed by Henthorn Commercial Construction will be according to the terms and conditions of Sourcewell EZIQC Contract No. 660-21.

Airport staff and the Airport Advisory Board recommend approval of Job Order Contract 18830, for \$158,652.43, to Henthorn Commercial Construction of Lubbock, Texas, for installation of a new wind cone at Lubbock Preston Smith International Airport.

### Fiscal Impact

Job Order Contract 18830, with Henthorn Commercial Construction, for \$158,652.43, is funded in Capital Improvement Project 8684 - Airfield Pavement Maintenance Phase II.

**Staff/Board Recommending**

Bill Howerton, Deputy City Manager

Kelly Campbell, Executive Director of Aviation

Airport Advisory Board

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**Attachments**

Resolution - Henthorn Commercial Construction

JOC Contract Henthorn Commercial Construction

Budget Detail

CIP Detail

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract 18830, to install a new wind cone at runway at the Preston Smith International Airport, per Buy Board Contract 660-21, by and between the City of Lubbock and Henthorn Commercial Construction, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Henthorn Commercial  
April 28, 2025



## Work Order Signature Document

ezIQC Buy Board Contract No.: 660-21

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: 136066.00

Work Order Date: 04/10/2025

Work Order Title: City of Lubbock, LPSIA- Install Wind Cone

Owner Name: City of Lubbock

Contractor Name: Henthorn Commercial Construction

Contact: Charles Farina

Contact: Bryan Walters

Phone: (806) 543-8350

Phone: (806) 687-3084

### Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 660-21.

#### Brief Work Order Description:

Install new Wind Cone at runway

#### Time of Performance

Estimated Start Date:

Estimated Completion Date:

#### Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$158,652.43

Owner Purchase Order Number:

### Approvals

Charles Farina

Owner

4/24/25

Date

Contractor

4/10/25

Date

Mark McBrayer, Mayor

Courtney Paz, City Secretary

Mitch Satterwhite, First Assistant City Attorney

## Detailed Scope of Work

**To:** Bryan Walters  
Henthorn Commercial Construction  
2011 Avenue C  
Lubbock, TX 79404  
(806) 687-3084

**From:** Charles Farina  
City of Lubbock  
1625 13th St  
Lubbock, TX 79401  
(806) 543-8350

**Date Printed:** April 10, 2025

**Work Order Number:** 136066.00

**Work Order Title:** City of Lubbock, LPSIA- Install Wind Cone

**Brief Scope:** Install new Wind Cone at runway

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Price to include, installing a road to new wind cone location, concrete slab and foundation, wind cone material, all electrical associated with connecting to existing.

Subject to the terms and conditions of JOC Contract **660-21**.



Contractor

4/10/25

Date



Owner

4/24/25

Date



Contractor's Price Proposal - Summary

Date: April 10, 2025

Re: IQC Master Contract #: 660-21  
Work Order #: 136066.00  
Owner PO #:  
Title: City of Lubbock, LPSIA- Install Wind Cone  
Contractor: Henthorn Commercial Construction  
Proposal Value: \$158,652.43

Section - 01	\$28,373.09
Section - 03	\$9,286.54
Section - 07	\$318.07
Section - 12	\$9,776.54
Section - 26	\$71,703.73
Section - 31	\$30,764.82
Section - 32	\$8,429.64
Proposal Total	\$158,652.43

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 51.36%

## Contractor's Price Proposal - Detail

Date: April 10, 2025

Re: IQC Master Contract #: 660-21  
 Work Order #: 136066.00  
 Owner PO #:  
 Title: City of Lubbock, LPSIA- Install Wind Cone  
 Contractor: Henthorn Commercial Construction  
 Proposal Value: \$158,652.43

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Section - 01</b>					
1	01 22 20 00 0063		HR	Flagperson For Traffic Control	\$3,597.33
			Installation	Quantity Unit Price Factor Total 80.00 x 35.10 x 1.2811 = 3,597.33	
2	01 22 23 00 1044		MO	10,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$19,547.00
			Installation	Quantity Unit Price Factor Total 1.00 x 15,257.98 x 1.2811 = 19,547.00	
				Equipment used to help with install	
3	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$1,641.68
			Installation	Quantity Unit Price Factor Total 1.00 x 1,281.46 x 1.2811 = 1,641.68	
				Delivery of equipment	
4	01 74 19 00 0016		EA	40 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$3,587.08
			Installation	Quantity Unit Price Factor Total 4.00 x 700.00 x 1.2811 = 3,587.08	
<b>Subtotal for Section - 01</b>					<b>\$28,373.09</b>
<b>Section - 03</b>					
5	03 11 13 00 0005		SF	Mat Foundation Wood Formwork	\$378.18
			Installation	Quantity Unit Price Factor Total 60.00 x 4.92 x 1.2811 = 378.18	
				For concrete slab	
6	03 11 13 00 0070		LF	12" Diameter Round Fiber Tube Formwork	\$439.37
			Installation	Quantity Unit Price Factor Total 24.00 x 14.29 x 1.2811 = 439.37	
				For concrete footing	
7	03 15 19 00 0035		EA	1-1/2" Diameter x 36" Length, Plain Steel, J-Type Cast In Place Anchor Bolt	\$845.63
			Installation	Quantity Unit Price Factor Total 4.00 x 165.02 x 1.2811 = 845.63	
				For anchor bolts	
8	03 21 11 00 0131		LF	#7, Grade 60, Slab On Grade, Steel Reinforcement Bar	\$409.31
			Installation	Quantity Unit Price Factor Total 150.00 x 2.13 x 1.2811 = 409.31	
				Slab work	

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 136066.00

Work Order Title: City of Lubbock, LPSIA- Install Wind Cone

### Section - 03

9	03 21 11 00 0257	TON	>84" To 96" Diameter, Grade 60, Spirals, Reinforcing Steel					\$1,560.02
		Installation	Quantity	Unit Price	Factor	=	Total	
			0.50	2,435.44	x	1.2811		1,560.02
		Slab work						
10	03 22 11 00 0007	SF	4" x 4" x #8, 44 LB/CSF, Plain Welded Wire Fabric Reinforcing Placed In Floors Or Slabs (W2.1 x W2.1)					\$71.49
		Installation	Quantity	Unit Price	Factor	=	Total	
			60.00	0.93	x	1.2811		71.49
		Slab Work						
11	03 31 13 00 0005	SF	6" 3,000 PSI Slab On Grade Concrete Slabs Assembly					\$562.27
		Installation	Quantity	Unit Price	Factor	=	Total	
			70.00	6.27	x	1.2811		562.27
		Slab Work						
12	03 31 13 00 0035	CY	Up To 6", By Direct Chute, Place 3,000 PSI Concrete Slab On Grade					\$5,020.27
		Installation	Quantity	Unit Price	Factor	=	Total	
			26.00	150.72	x	1.2811		5,020.27
		Slab Work						

Subtotal for Section - 03

\$9,286.54

### Section - 07

13	07 92 13 00 0038	CLF	3/8" x 1/2" Joint, Polyurethane Sealant And Caulking					\$318.07
		Installation	Quantity	Unit Price	Factor	=	Total	
			1.00	248.28	x	1.2811		318.07

Subtotal for Section - 07

\$318.07

### Section - 12

14	12 00 00 00 0000		Lubbock Airport Wind Cone					\$9,776.54
		NPP	Installation	Quantity	Unit Price	Factor	=	Total
				1.00	7,631.36	x	1.2811	9,776.54
		Wind Cone material only						

Subtotal for Section - 12

\$9,776.54

### Section - 26

15	26 00 00 00 0019		Airport Wind Cone Electrical					\$71,703.73
		NPP	Installation	Quantity	Unit Price	Factor	=	Total
				1.00	55,970.44	x	1.2811	71,703.73
		Electrical not included in the Hali-Brite quote						

Subtotal for Section - 26

\$71,703.73

### Section - 31

16	31 11 00 00 0011	ACR	Clearing By Machine - Medium Brush Without Grub					\$129.87
		Installation	Quantity	Unit Price	Factor	=	Total	
			0.25	405.51	x	1.2811		129.87
17	31 11 00 00 0017	CY	Machine Loading Of Cleared And Grubbed Material					\$1,783.29
		Installation	Quantity	Unit Price	Factor	=	Total	
			200.00	6.96	x	1.2811		1,783.29

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 136066.00

Work Order Title: City of Lubbock, LPSIA- Install Wind Cone

### Section - 31

18	31 23 16 13 0003	CY	Over 12" Wide, Excavation for Trenching by Machine in Soil							\$1,281.10
		Installation	Quantity		Unit Price		Factor	=	Total	
			200.00	x	5.00	x	1.2811	=	1,281.10	
19	31 23 16 36 0003	CY	Excavation For Building Foundations And Other Structures By Skid-Steer Loader In Soil							\$1,360.53
		Installation	Quantity		Unit Price		Factor	=	Total	
			200.00	x	5.31	x	1.2811	=	1,360.53	
20	31 23 16 36 0017	CY	Backfilling Around Building Foundations And Other Structures By Skid-Steer Loader							\$678.98
		Installation	Quantity		Unit Price		Factor	=	Total	
			200.00	x	2.65	x	1.2811	=	678.98	
21	31 23 16 36 0021	CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera							\$1,296.47
		Installation	Quantity		Unit Price		Factor	=	Total	
			200.00	x	5.06	x	1.2811	=	1,296.47	
22	31 23 16 36 0024	SY	Rough Grading For Building Foundations And Other Structures by Machine							\$2,464.84
		Installation	Quantity		Unit Price		Factor	=	Total	
			2,600.00	x	0.74	x	1.2811	=	2,464.84	
23	31 23 16 36 0028	CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Machine							\$1,101.75
		Installation	Quantity		Unit Price		Factor	=	Total	
			200.00	x	4.30	x	1.2811	=	1,101.75	
24	31 23 23 33 0002	CY	Flowable Fill (Fly Ash) Cement Backfill for Trenches							\$20,667.99
		Installation	Quantity		Unit Price		Factor	=	Total	
			130.00	x	124.10	x	1.2811	=	20,667.99	

### Subtotal for Section - 31

**\$30,764.82**

### Section - 32

25	32 12 43 00 0002	SY	1" Thick, Recycled Plastic Flexible Pavement With Sand FillIncludes sand fill in rings. Excludes base, earth work and grass or sod. Invisible Structures, Inc.; Grasspave2.							\$8,429.64
		Installation	Quantity		Unit Price		Factor	=	Total	
			200.00	x	32.90	x	1.2811	=	8,429.64	

### Subtotal for Section - 32

**\$8,429.64**

### Proposal Total

**\$158,652.43**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 51.36%

**City of Lubbock, TX**  
**Capital Project**  
**Project Cost Detail**  
**May 13, 2025**

Capital Project Number:	<u>8684</u>
Capital Project Name:	<u>Airfield Pavement Maintenance Phase II</u>

	<u><b>Budget</b></u>
<i>Encumbered/Expended</i>	
Parkhill	\$ 49,200
RS&H, Inc.	40,479
<i>Agenda Item May 13, 2025</i>	
Henthorn Commercial Construction	<u>158,652</u>
<i>Encumbered/Expended To Date</i>	<u>248,332</u>
 <i>Estimated Costs for Remaining Appropriation</i>	 <u>51,668.25</u>
<i>Remaining Appropriation</i>	<u>51,668.25</u>
 <b>Total Appropriation</b>	 <u><u>\$ 300,000</u></u>



# CIP 8684 Airfield Pavement Maintenance Phase II

Upgrade/Major Maintenance

Project Manager: Kelly Campbell - Aviation Oper - Field Maint

## Project Scope

This project sets funds aside annually to develop a multi-year schedule of pavement repairs and/or rehabilitate larger areas of pavement. Set aside funds also give staff the ability to design smaller projects and use plans to compete for supplemental and/or discretionary funding opportunities as they arise.

The first effort includes the installation of a primary wind cone is essential to enhance the safety and efficiency of air traffic operations. This project aims to adhere to the guidance provided by the Federal Aviation Administration (FAA) through advisory circulars (FAA Advisory Circular 150/5345-45: "Specification for Wind Cone Assemblies"), ensuring compliance with regulatory standards and best practices.

## Project Justification

Airfield maintenance staff is responsible for 250 acres of concrete and 135 acres of asphalt. Some areas of the airfield need minor pavement repairs that exceed the expertise of staff but does not qualify for grant funding. The primary wind cone installation is required per FAA certification inspector(s).

## Project Highlights

**Council Priorities Addressed:**  
Growth and Development

## Project History

- FY 2023-24 \$100,000 was appropriated by Ord. 2023-00108
- FY 2024-25 \$200,000 was appropriated by Ord. 2024-00128

## Project Dates

Phase I: Primary Wind Cone Installation  
Construction Contract Award: May 2025  
Construction Start Date: July 2025  
Construction Completion: December 2025

## 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
Construction	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$0
TOTAL	\$300,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$0

## Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Airport Fund Cash	\$300,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$0
TOTAL	\$300,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$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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## Information

### Agenda Item

**Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 18713, with Clean and Bright Window Cleaning Services, for window cleaning services at Lubbock Preston Smith International Airport.

### Item Summary

Lubbock Preston Smith International Airport has continuous windows around the terminal building. The airport staff issued an Invitation to Bid (ITB) for window cleaning services.

In response to ITB 25-18713-AE, bids were received from the following companies.

Company	Annual Amount
Clean and Bright Window Cleaning, Wolfforth, Texas	\$23,999.98
Yosan Inc. dba International Building Services, Austin, Texas	\$31,450.00
Squeegee Squad, Wolfforth, Texas	\$34,320.00
LN Pro Services, LLC, Lubbock, Texas	\$49,710.00
CCNG Building Services, Dallas, Texas	\$53,376.34
Kleen-Tech Services, LLC, Lubbock, Texas	\$97,336.00

Airport staff and the Airport Advisory Board recommend this contract award to the lowest bidder, Clean and Bright Window Cleaning of Wollforth, Texas, for \$23,999.98 per year.

The contract calls for labor and materials to clean the windows every 2 months, and an annual cleaning to be conducted 1 time, per contract term.

The contract is awarded by unit price. The amount of the award is based on estimated quantities and actual expenditures may be more or less depending on the actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The contract term will be for a term of one year with the option of 4, one-year extensions.

### Fiscal Impact



Contract 18713, with Clean and Bright Window Cleaning Services for \$23,999.98, is funded in the Airport Operating Budget.

**Staff/Board Recommending**

Bill Howerton, Deputy City Manager

Kelly Campbell, Executive Director of Aviation

Airport Advisory Board

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**Attachments**

Resolution - Clean and Bright

Contract - Clean and Bright

Bid Tabulation

Project Summary 18713

## 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 18713, for window cleaning at the Lubbock Preston Smith International Airport, by and between the City of Lubbock and Clean and Bright Window Cleaning, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

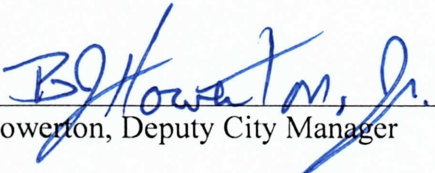
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

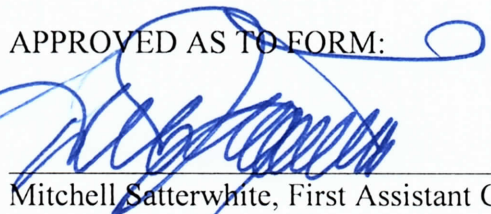
ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Clean and Bright  
April 25, 2025

**City of Lubbock  
Contract for  
ITB 25-18713-AE  
Airport Window Cleaning**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Lubbock ("City"), and Clean and Bright Window Cleaning, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Airport Window Cleaning 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 Airport Window Cleaning.

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, Airport Window Cleaning, and more specifically referred to as **Items 1-1 through 2-3** 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-year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.
4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

#### 9. Insurance Requirements

**SECTION A.** Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**SECTION C.** Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

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

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

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

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

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- \* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
  - \* Waivers of Subrogation are required for CGL, AL, and WC.
  - \* To Include Products of Completed Operations endorsement.
  - \* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
  - \* Carriers must meet an A.M. Best rating of A- or better.
  - \* Subcontractors must carry same limits as listed above.

### **IMPORTANT: POLICY ENDORSEMENTS**

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

### **REQUIRED PROVISIONS**

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

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

### **NOTICES**

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

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

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

**SECTION D.** Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents

as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
11. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign

terrorist organization” shall have the meaning given such term in Section 2252.151, Texas Government Code.

- 17. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.
22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18713-AE, Specifications, and the Bid Form.



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

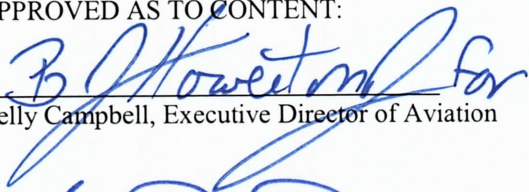
CITY OF LUBBOCK

\_\_\_\_\_  
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   
\_\_\_\_\_  
Authorized Representative

Print Name

Address

City, State, Zip Code

Alex Hernandez

302 Hutchison Ave

Wolfeboro, N.H. 03894

**City of Lubbock, TX  
ITB 25-18713-AE  
Airport Window Cleaning  
Specifications**

**INTENT**

The City of Lubbock seeks bids for a one-year contract with four additional one-year extension options, to provide full-service exterior and interior window cleaning services for the Lubbock Preston Smith International Airport. The bid includes the request for pricing on annual and bi-monthly services for cleaning window surfaces on the exterior and interior of the Airport building. These service requirements are based on the needs of the Airport.

**SCOPE OF WORK**

- 1. Standard Warranty:** Any materials and labor provided shall carry standard warranty coverage furnished by the trade in general.
- 2. OSHA/WISHA:** The Contractor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Texas Industrial Safety and Health Act of 1970, and the standards and regulations issued thereunder, and certifies that all items furnished and purchased under the order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless Purchaser from damages assessed against Purchaser as a result of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
- 3. GENERAL REQUIREMENTS:**
  1. All glass surfaces shall be cleaned leaving the glass surfaces free of spots, scale, grime, mineral deposits and hard water stains. All metal edges shall be free of dust and debris.
  2. All interior metal windowsills will be cleaned/dusted/wiped down to remove any fluids, dust or debris.
  3. All window cleaning shall be done in a manner as not to interfere with the daily operations of the building.
  4. Cleaning compounds shall not damage glass or seals on windows. Upon request, the successful bidder must submit MSDS or other product literature for any cleaning compounds or chemicals brought on to airport property. The contractor shall be responsible for any etching or scratching of glass or metal frame surface caused by cleaning compounds or cleaning methods.
  5. When scaffolding, ladders and/or lifts are required they will be clearly marked/coned so as to not create a safety hazard or interfere with day-to-day operations of the terminal building. Scaffolding, ladders and/or lifts will not be left unattended unless specific authorization from the maintenance supervisor is received.
  6. Any debris or trash that accumulates during window cleaning work shall be removed from the site and disposed of in a proper manner.
  7. The successful bidder shall comply with airport security requirements as they pertain to the performance of the work.
  8. Any cracked or damaged windows will be reported to the airport's maintenance supervisor.

9. All work will be done during regular airport work hours Monday through Friday from 7:00am to 8:00pm.
10. The successful bidder is required to provide man-lifts as needed to complete the cleaning work.
11. The successful bidder must check in with the building's maintenance supervisor before commencing work each time. Also, the successful bidder will wear the ID badge at all times while working.
12. The successful bidder will invoice the airport at the end of the month's cleaning cycle. The invoice will state the month for which services have been rendered, and is to be payable within 30 days of receipt by the airport. No back drafting of invoices will be allowed.

#### **4. WINDOW CLEANING REQUIREMENTS**

##### Annual Cleaning to be Conducted Once Per Contract Term:

1. The interior surfaces of the upper windows on the carpet side of the terminal overlooking the ramp area and the interior surface of the upper windows on the brick side of the terminal, and the interior and exterior surfaces of the uppermost windows in the four terminal entranceways.
2. Exterior surfaces of all windows on the second floor of the terminal building overlooking the carpet side, and the exterior surfaces of the upper windows at the airline ticket counters.
3. The interior surfaces of all windows on the second floor of the terminal building overlooking the carpet side including office spaces.
4. The interior and exterior surfaces of the uppermost windows in the four terminal entranceways, and sterile side partitions near passenger gates three and eight.

##### Bi-Monthly Cleaning:

1. Interior and exterior surfaces of windows in the four terminal entranceways, including glass doorways and above doors. This does not include the upper windows on the sides of the entranceways.
2. Interior surfaces of all floor-level exterior windows in the terminal building on the main level, including all windows in the passenger gate stairwell areas and interior surfaces of second floor hallway windows overlooking the parking lot. This item does not include the short, upper windows (approx. 24-inches high).
3. Exterior surfaces of all exterior windows on the main floor including all floor-level windows, upper windows brick side (excluding the airline ticket counter area covered by blinds), upper windows carpet side, all passenger gate stairwell windows, and all second-floor hallway windows overlooking the parking lot.

##### Windows Excluded:

1. Glass block windows between carpet/sterile side and brick side of terminal.
2. Revolving doors and fire exits adjacent to the revolving doors.
3. Ramp level windows leading into office areas.
4. Business center windows on carpet/sterile side of the building.
5. Sliding glass doors between brick and carpet/sterile side of the building.
6. Glass at entrance to bar/lounge area

## **5. INFORMATION SHEET FOR OBTAINING AIRPORT ID**

**(ALL WINDOW CLEANING CREW MUST HAVE)**

1. Each member of the window cleaning crew must be in possession of a valid airport-issued security ID badge while working at the airport.

2. The following items are required to obtain access for cleaning the windows at the Lubbock Preston Smith International Airport:

- **10-year work history - All gaps of employment must be verified by the City of Lubbock. (City of Lubbock requirement.)**
- **There is a \$15 charge for the issuance of an ID badge.**
- **Criminal history records check (CHRC) - An FBI-based background check will be conducted via fingerprinting. A \$30 fee will be collected prior to the fingerprint appointment. The Airport reserves the right to disqualify applicants at their discretion including, but not limited to, the following convictions within the past 10 years:**
  - (1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation.**
  - (2) Interference with air navigation.**
  - (3) Improper transportation of a hazardous material.**
  - (4) Aircraft piracy.**
  - (5) Interference with flight crewmembers or flight attendants.**
  - (6) Commission of certain crimes aboard aircraft in flight.**
  - (7) Carrying a weapon or explosive aboard aircraft.**
  - (8) Conveying false information and threats.**
  - (9) Aircraft piracy outside the special aircraft jurisdiction of the United States.**
  - (10) Lighting violations involving transporting controlled substances.**
  - (11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements.**
  - (12) Destruction of an aircraft or aircraft facility.**
  - (13) Murder.**
  - (14) Assault with intent to murder.**
  - (15) Espionage.**
  - (16) Sedition.**
  - (17) Kidnapping or hostage taking.**
  - (18) Treason.**
  - (19) Rape or aggravated sexual abuse.**
  - (20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.**
  - (21) Extortion.**
  - (22) Armed or felony unarmed robbery.**
  - (23) Distribution of, or intent to distribute, a controlled substance.**
  - (24) Felony arson.**
  - (25) Felony involving a threat.**
  - (26) Violence at international airports.**
  - (27) Conspiracy or attempt to commit any criminal acts.**
  - (28) Felony involving:**
    - (i) Willful destruction of property;**
    - (ii) Important or manufacture of a controlled substance;**
    - (iii) Burglary;**
    - (iv) Theft;**
    - (v) Dishonesty, fraud, or misrepresentation;**
    - (vi) Possession or distribution of stolen property;**

- (vii) Aggravated assault;**
- (viii) Bribery; or**
- (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year.**

City of Lubbock  
ITB 25-18713-AE  
Airport Window Cleaning  
Bid Form

				Clean and Bright Window Cleaning Wolfforth, TX \$23,999.98	
			Location Total		
#	Item Description	Quantity Required (+/-)	UOM	Unit Price	Total Cost
<b>1 Annual Cleaning</b>					
#1-1	The interior surfaces of the upper windows on the carpet side of the terminal overlooking the ramp area and the interior surface of the upper windows on the brick side of the terminal, and the interior and exterior surfaces of the uppermost windows in the four terminal entranceways.	1	EA	\$1,000.00	\$1,000.00
#1-2	Exterior surfaces of all windows on the second floor of the terminal building overlooking the carpet side, and the exterior surfaces of the upper windows at the airline ticket counters.	1	EA	\$1,000.00	\$1,000.00
#1-3	The interior surfaces of all windows on the second floor of the terminal building overlooking the carpet side including office spaces.	1	EA	\$1,000.00	\$1,000.00
#1-4	The interior and exterior surfaces of the uppermost windows in the four terminal entranceways, and sterile side partitions near passenger gates three and eight.	1	EA	\$1,000.00	\$1,000.00
<b>2 Bi-Monthly Cleaning</b>					
#2-1	Interior and exterior surfaces of windows in the four terminal entranceways, including glass doorways and above doors. This does not include the upper windows on the sides of the entranceways.	6	EA	\$1,111.11	\$6,666.66
#2-2	Interior surfaces of all floor-level exterior windows in the terminal building on the main level, including all windows in the passenger gate stairwell areas and interior surfaces of second floor hallway windows overlooking the parking lot. This item does not include the short, upper windows (approx. 24-inches high).	6	EA	\$1,111.11	\$6,666.66
#2-3	Exterior surfaces of all exterior windows on the main floor including all floor-level windows, upper windows brick side (excluding the airline ticket counter area covered by blinds), upper windows carpet side, all passenger gate stairwell windows, and all second-floor hallway windows overlooking the parking lot.	6	EA	\$1,111.11	\$6,666.66

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

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**  
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

**Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.**

**The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.**

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of   1  %, net   15   calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

**MOST FAVORED PRICING:** The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

**INTERLOCAL PURCHASING (optional):** The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

**Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.**

YES   X                        NO           

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity’s debts. Each governmental entity will order their own materials/service as needed.

**ADDENDA**

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. <u>  N/A  </u>	Date <u>          </u>	No addenda were issued.
Addenda No. <u>  N/A  </u>	Date <u>          </u>	
Addenda No. <u>  N/A  </u>	Date <u>          </u>	
Addenda No. <u>  N/A  </u>	Date <u>          </u>	

**SUSPENSION AND DEBARMENT CERTIFICATION**

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

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.  
Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.  
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.



## **TEXAS GOVERNMENT CODE SECTION 2252.152**

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

## **TEXAS GOVERNMENT CODE SECTION 2271.002**

Company hereby certifies the following:

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

The following definitions apply to this state statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.**

## **TEXAS GOVERNMENT CODE 2274**

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

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

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

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

## **INCOMPLETE INFORMATION**

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification by reason of “non-responsiveness”.

## **CONTRACTOR ACKNOWLEDGEMENT**

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

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

### **SUBMISSION INFORMATION**

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

THIS BID IS SUBMITTED BY Clean and Bright Window Cleaning a  
corporation organized under the laws of the State of Texas, or a partnership consisting of  
\_\_\_\_\_ or individual trading as \_\_\_\_\_ of  
the City of Lubbock

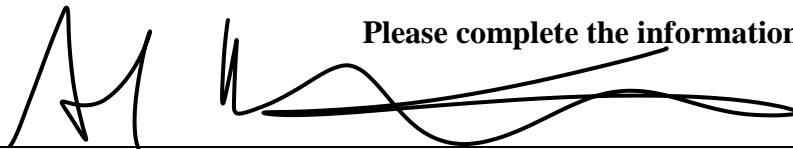
Tax ID No.: 46-3212824

Address: 302 Hutcheson Ave

City: Wolfforth State: Tx Zip: 79382

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

**Please complete the information below.**

By  Date: 04/15/2025  
*Authorized Representative - must sign by hand*

Officer Name and Title: Alex Hernandez Owner/Operator

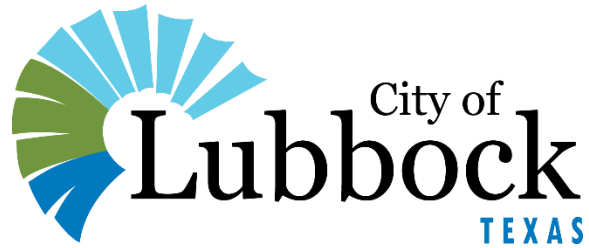
Business Telephone Number 806-448-8965 FAX: \_\_\_\_\_

E-mail Address: mywindowguy40@gmail.com

City of Lubbock, TX  
Public Works Contracting Office  
Bid Tabulation

ITB 25-18713-AE  
TITLE: Airport Window Cleaning  
Opening Date: April 17, 2025 at 2PM CST  
Dept.: Airport

				CCNG Building Services		Clean and Bright Window Cleaning & More		Kleen-Tech Services, LLC		LN Pro Services LLC		Squeegee squad		Yosan Inc. DBA I.B.S.	
				Dallas, TX		Wolfforth, TX		Lubbock, TX		Lubbock, TX		Wolfforth, TX		Austin, TX	
#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Price	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Annual Cleaning (4)														
#1-1	The interior surfaces of the upper windows on the carpet side of the terminal overlooking the ramp area and the interior surface of the upper windows on the brick side of the terminal, and the interior and exterior surfaces of the uppermost windows in the four terminal entranceways.	1	EA	3,642.82	3,642.82	1,000.00	1,000.00	4,628.75	4,628.75	2,050.00	2,050.00	750.00	750.00	1,400.00	1,400.00
#1-2	Exterior surfaces of all windows on the second floor of the terminal building overlooking the carpet side, and the exterior surfaces of the upper windows at the airline ticket counters.	1	EA	7,115.12	7,115.12	1,000.00	1,000.00	2,512.75	2,512.75	3,640.00	3,640.00	1,950.00	1,950.00	1,500.00	1,500.00
#1-3	The interior surfaces of all windows on the second floor of the terminal building overlooking the carpet side including office spaces.	1	EA	2,130.92	2,130.92	1,000.00	1,000.00	1,058.00	1,058.00	780.00	780.00	750.00	750.00	500.00	500.00
#1-4	The interior and exterior surfaces of the uppermost windows in the four terminal entranceways, and sterile side partitions near passenger gates three and eight.	1	EA	2,130.92	2,130.92	1,000.00	1,000.00	1,851.50	1,851.50	700.00	700.00	1,500.00	1,500.00	450.00	450.00
2	Bi-Monthly Cleaning (3)														
#2-1	Interior and exterior surfaces of windows in the four terminal entranceways, including glass doorways and above doors. This does not include the upper windows on the sides of the entranceways.	6	EA	2,130.92	12,785.52	1,111.11	6,666.66	1,058.00	6,348.00	1,560.00	9,360.00	1,495.00	8,970.00	850.00	5,100.00
#2-2	Interior surfaces of all floor-level exterior windows in the terminal building on the main level, including all windows in the passenger gate stairwell areas and interior surfaces of second floor hallway windows overlooking the parking lot. This item does not include the short, upper windows (approx. 24-inches high).	6	EA	2,130.92	12,785.52	1,111.11	6,666.66	5,290.00	31,740.00	2,450.00	14,700.00	1,450.00	8,700.00	1,900.00	11,400.00
#2-3	Exterior surfaces of all exterior windows on the main floor including all floor-level windows, upper windows brick side (excluding the airline ticket counter area covered by blinds), upper windows carpet side, all passenger gate stairwell windows, and all second-floor hallway windows overlooking the parking lot.	6	EA	2,130.92	12,785.52	1,111.11	6,666.66	8,199.50	49,197.00	3,080.00	18,480.00	1,950.00	11,700.00	1,850.00	11,100.00
Total (Items 1-1 through 2-3)				\$	53,376.34	\$	23,999.98	\$	97,336.00	\$	49,710.00	\$	34,320.00	\$	31,450.00



## **Purchasing and Contract Management**

### **Project Summary**

#### **ITB 25-18713-AE Airport Window Cleaning**

Notice was published in the Lubbock Avalanche Journal on March 23 & March 30, 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 March 23 to April 17, 2025.

13 individuals attended the pre-bid meeting.

23 vendors downloaded the documents using Bonfire.com.

1 vendor were notified separately.

6 vendors submitted bid(s).

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## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 18618, with Pland Collaborative, for analysis and redesign of the right-of-way irrigation systems in the North Overton Tax Increment Financing (TIF) District boundary.

### Item Summary

Staff issued a Request for Qualifications (RFQ) for the analysis and redesign of the right-of-way irrigation systems in the North Overton TIF, and received three 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:

Contractor	Points
Pland Collaborative, Lubbock, Texas	85.33
SRH Landscapes LLC, Dallas, Texas	69.33
The Davey Tree Expert Company, Kent, Ohio	68.67

Staff recommends award to the highest ranked proposer, Pland Collaborative.

This contract is for a term of three months, with the option of a one-month extension. The total cost of the contract is \$54,335.

### Fiscal Impact

Contract 18618 with Pland Collaborative, for \$54,335, is funded in Capital Improvement Project 95524, North Overton Capital 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 - Contract - North Overton TIF Irrigation  
Contract 18618 - Pland - North Overton TIF Irrigation  
CIP 92254 - Budget Detail  
CIP 92254 - Project Detail  
Project Summary Sheet - RFQ 25-18618-KM

**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. 18618 for North Overton Tax Increment Finance District Irrigation Improvement Plan, by and between the City of Lubbock and Pland Collaborative 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:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney



## **PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18618 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Pland Collaborative (the "Architect"), a Texas corporation.

### **WITNESSETH**

**WHEREAS**, The City desires to contract with the Architect to provide professional services for North Overton Tax Increment Finance District (TIF) Irrigation Improvement Plan, (the "Activities"); and

**WHEREAS**, the Architect has a professional staff experienced and is qualified to provide professional Architect 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 Architect to be a fair and reasonable price; and

**WHEREAS**, the City desires to contract with the Architect to provide professional services related to the Activities, and Architect 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 Architect 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 three (3) months. If the Architect determines that additional time is required to complete the Services, the City Architect, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional one (1) month 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 Architect shall conduct all activities, and within such timeframes, as set forth on Exhibit "A", attached hereto (the "Services").

B. The Architect shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$54,335.00, as set forth in Exhibit "A".

## **ARTICLE III. TERMINATION**

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

B. Termination and Remedies. In the event the Architect 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 Architect 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 Architect 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 Architect. This Agreement constitutes legal, valid, and binding obligations of the Architect and is enforceable in accordance with the terms thereof.

D. Architect. The Architect 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 Architect 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 Architect warrants that any materials provided by the Architect 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 Architect shall be solely responsible for ensuring that any materials provided by the Architect pursuant to this Agreement satisfy this requirement and the Architect 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 Architect's failure to perform this duty.

## **ARTICLE VI. SCOPE OF WORK**

The Architect 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 Architect and the City agree that the Architect 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 Architect 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 Architect and the Architect'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 Architect 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 Architect 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 Architect 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 Architect shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Architect 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 Architect 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 Architect shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

Labor Code. Further, the Architect 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 Architect maintains said coverage. The Architect 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 Architect fails to maintain the required insurance in full force and effect, the Architect 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 Architect'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 Architect may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Architect, as set forth on Exhibit \$54,335.00, attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Architect is at all times responsible to the City to perform the Services as provided in this Agreement and the Architect 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 Architect shall be required by the Architect to carry, for the protection and benefit of the City and the Architect and naming said third parties as additional insureds, insurance as described above required to be carried by the Architect in this Agreement.

The Architect 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 Architect 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 ARCHITECT 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 ARCHITECT, 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 Architect 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 Architect to the City or the City to the Architect 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. Architect's Address. The Architect's address and numbers for the purposes of notice are:

Pland Collaborative  
Jeff Stuart, Principal Landscape Architect  
515 Broadway  
Lubbock, Texas 79401  
Telephone: 505-268-2266  
Email: plandcollab.com

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

Brianna Brown  
City of Lubbock  
P.O. 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 Architect non-confidential studies, reports and other available data in the possession of the City pertinent to the Architect's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Architect's Services under this Agreement (the "Provided Data"). The Architect 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 Architect 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 Architect's books and records with respect to this Agreement between the Architect and the City.

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

D. Assignability. The Architect 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 Architect, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Architect, 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 Architect and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Architect, 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 Architect and the City.

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

L. Notice of Waiver. A waiver by either the City or the Architect 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 Architect.

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 Architect 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 Architecting services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or Architects practicing under the same or similar circumstances and professional license.

**EXECUTED** as of the Effective Date hereof.

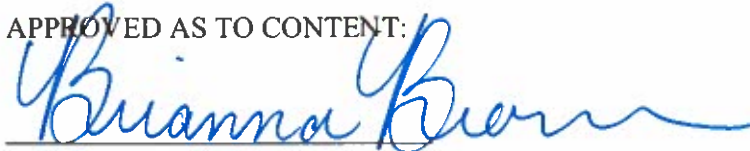
**CITY OF LUBBOCK**

\_\_\_\_\_  
Mark McBrayer, Mayor

ATTEST:

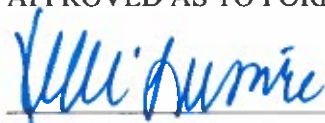
\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Brianna Brown, Business Development Director

APPROVED AS TO FORM:



\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

Firm

Jeff Stuart

By: 

Signature

Email: jstuart@phandedcollab.com

April 3, 2025



Ms. Brianna Brown  
Director of Business Management  
City of Lubbock  
1314 Ave K  
Lubbock, TX 79401

**Re: North Overton (TIF) Irrigation Improvement Plan**

Ms. Brown:

Thank you for the opportunity to provide landscape architectural consulting services for the North Overton TIF Irrigation Improvement project. It is our understanding that the scope of work for this project will consist of two (2) deliverables. Deliverable 1 will be based on an inventory of existing conditions. We will identify and categorize any issues of concern and graphically show the information for ease of understanding. With Deliverable 2, we will analyze the information contained in the previous deliverable. In our analysis we will address the issues of concern, suggest strategies to improve irrigation efficiency and discuss how to simplify the system infrastructure while achieving a solution that will be maintenance friendly. During the design process, we will consider the existing ground plane planting in regards to the expanding shade canopy of the trees in the future. We will present the City with several alternative options for the improvement plan with the costs, benefits and constraints associated with each scenario. We will recommend the best scenario for the City. We will complete the improvement plans based on the preferred scenario. As outlined below, we will complete Deliverable 1 during Task 1, subsequent tasks will culminate in the completion of Deliverable 2. During the project we understand that there may be a need for regular meetings, potentially as often as a weekly basis.

Pland Collaborative is pleased to offer the following tasks for the project:

**A. TASKS:**

1. **Inventory of Existing Irrigation Systems:**  
As a first step, Pland will schedule a kick-off meeting with City staff, stakeholders and maintenance personnel to further understand the vision and desired outcome for the project. Then we will engage in a rigorous effort to gather information about the existing conditions of the irrigation system(s) throughout the TIF district. During our work, we anticipate the need to meet further with maintenance staff on-site to determine the existing conditions in some areas. The result of this task will be Deliverable 1 which may include maps, diagrams, and charts. (\$11,430.00)
2. **Analysis and Recommendations:**  
Pland will analyze the information gathered in Task 1. Based on our analysis, we will compile optional scenarios which will improve the overall irrigation system(s) for consideration. Additionally, we will include costs, benefits and constraints of each option as well as recommendations for the most feasible option or combination of options for the City to choose. This task will be the first step towards completion of Deliverable 2. We will participate in an in-person meeting with City staff and stakeholders to review the submittal. (\$8,975.00)

3. Schematic Design of Preferred Option:

After receiving feedback during Task 2, Pland will develop schematic irrigation improvement plan which corresponds with the City's preferred option(s). The submittal may include but are not limited to maps, diagrams, charts, and calculations, along with an updated opinion of probable construction cost. This set of documents will include proposed points of connection and identification of new sub-main lines (if any), proposed location of controllers and wire routing. We will participate in an in-person meeting with City staff and stakeholders to review the submittal. (\$9,400.00)

4. 95% Construction Documents:

Based upon comments received from the Schematic Design review, Pland will prepare a 95% set of Construction Documents including plans, details, and related technical specification sections along with an updated opinion of probable construction cost. These documents will include plans and details for all irrigation improvements, including points of connection, mainlines, controllers, zone valves, lateral lines and heads/bubblers. We will participate in an in-person meeting with City staff and stakeholders to review the submittal. (\$18,700.00)

5. Final Sealed Plans:

After the 95% Construction Document review, Pland will prepare final sealed irrigation plans, details, related technical specification sections, and bid form along with a final opinion of probable construction cost. This task will complete Deliverable 2 and will serve as the bid documents for the project. (\$5,830.00)

**B. FEES:**

Pland anticipates spending 515-525 hours in work on the project, from Inventory of Existing Irrigation Systems through Final Sealed Plans. Pland Collaborative would propose the following fees for the above work, payable upon presentation of a monthly statement as design progresses.

1.	Inventory of Existing Irrigation Systems ( <i>approx. 110 hours</i> )	\$ 11,430.00
2.	Analysis and Recommendations ( <i>approx. 85 hours</i> )	\$ 8,975.00
3.	Schematic Design of Preferred Option ( <i>approx. 90 hours</i> )	\$ 9,400.00
4.	95% Construction Documents ( <i>approx. 185 hours</i> )	\$ 18,700.00
5.	Final Sealed Plans ( <i>approx. 45 hours</i> )	\$ 5,830.00

Items #1 through #5 above: a lump sum of \$54,335.00 plus applicable sales tax.

Please note that this proposal includes review meetings at milestone submittals, weekly meetings as detailed in the RFQ as well as site meetings incidental to performing the work. If it is anticipated that Pland will need to be involved in additional meetings such public engagement meetings, we are happy to provide an additional services proposal for this.

Ms. Brianna Brown  
April 3, 2025  
Page 3 of 3

We understand that there may be an opportunity for expanded services for construction observation and administration. We have excluded these services in this proposal. If the City deems it necessary to provide construction oversight, we are happy to provide an additional services proposal at that time.

We assume that it is acceptable to perform our drawing work using aerial imagery and/or any CAD files or information that the City or previous consultants possess, so we have excluded topographic/boundary surveying. We have also specifically excluded geo technical investigations, electrical design and well pump design. If the need for these services presents itself during the project, we will be happy to provide an additional services proposal with one of our sub-consultants.

We customarily send out our invoices on or about the twenty-fifth of each month and would request payment within 30 days. Please note that we reserve the right to assign, factor, or otherwise collect accounts that are 90 days or more overdue.

If the overall scope of work were to change substantially (i.e. by more than 10%) for the project, we would appreciate your consideration of a renegotiation of our fee. If these terms are agreeable to you, please sign and return a copy of this proposal to Pland. We will be pleased to begin work promptly upon receipt of our signed copy. Thank you very much for thinking of us, we look forward to working with you in the months to come.

Yours truly,  
Pland Collaborative



Jeff Stuart  
Principal Landscape Architect

Acceptable:

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City of Lubbock

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Date

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
May 13, 2025**

Capital Project Number:	92254
Capital Project Name:	North Overton TIF Public Improvements

		<b>Budget</b>
<i>Encumbered/Expended</i>		
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
West Texas Services, Inc. Contract 17764 Amendment No.4		119,478
 <i>Agenda Item May 13, 2025</i>		
Pland Collaborative Contract 18618 - Irrigation Improvements		54,335
<b><i>Encumbered/Expended to Date</i></b>		<b>4,615,465</b>
 <i>Estimated Costs for Remaining Appropriation</i>		
Public Improvements		2,031,886
<b><i>Remaining Appropriation</i></b>		<b>2,031,886</b>
<b>Total Appropriation To Date</b>	<b>\$</b>	<b>6,647,351</b>



# CIP 92254 North Overton TIF Public Improvements

Installation and Repair of Public Improvements

**Project Manager: Brianna Brown - Business Development**

## Project Scope

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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

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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. 2016-00135
- FY 2017-18 \$1,000,000 was appropriated by Ord. 2017-00111
- FY 2021-22 \$249,680 was reassigned by BCR 2022-26
- FY 2022-23 \$1,000,000 was appropriated by Ord. 2022-00136
- FY 2023-24 \$750,000 was appropriated by Ord. 2023-00108
- FY 2023-24 \$750,000 was appropriated by Ord. 2023-00151

### 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





**Purchasing and Contract Management  
Project Summary**

**RFQ 25-18618-KM  
North Overton Tax Increment Finance District (TIF)  
Irrigation 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, 2025 to March 4, 2025

41 Firms downloaded the documents using Bonfire.com.

39 Firms were notified separately.

3 Firms submitted statements of qualifications

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## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 18607, with MH Civil Constructors, Inc., for hardscape repairs in the public right-of-way in the North Overton Tax Increment Financing District boundary.

### Item Summary

Staff issued a Request for Proposals (RFP) for hardscape repairs in the North Overton Tax Increment Financing (TIF) District, and received one response.

The proposal was evaluated using the following criteria: Qualifications, Experience, References, and Ability to meet the RFP Expectations - 30 points, Project Approach - 30 points, Price - 40 points. The maximum point value is 100 points.

After the proposal was evaluated, the following ranking was obtained:

Vendor	Points
MH Civil Constructors, Inc., Lubbock, TX	95.33

Staff recommends award to the highest ranked proposer, MH Civil Constructors.

The contract is for a term of one year, with the option of 4, one-year extensions. The contract was awarded based on an hourly rate, plus material costs. Actual expenditures will vary based on usage. The North Overton TIF Advisory Board approved an amount not to exceed \$500,000 for this contract.

### Fiscal Impact

Contract 18607, with MH Civil Constructors, Inc., is funded in Capital Improvement Project 92254, 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 18607 North Overton TIF Hardscape Repairs

Contract

Project Summary Sheet - North Overton TIF Hardscape Repairs

Budget Detail

CIP Detail

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 18607 for North Overton Tax Increment Finance District right-of-way hardscape repairs, by and between the City of Lubbock and MH Civil Constructors, Inc., of Amarillo, 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:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

**City of Lubbock, TX**  
**North Overton Tax Increment Financing District (TIF) Right-of-Way Hardscape Repairs**

**Agreement**

This Service Agreement (this “Agreement”) is entered into as of the \_\_\_\_\_ day of **2025** (“Effective Date”) by and between MH Civil Constructors, Inc. (the Contractor), and the City of Lubbock (the “City”).

**RECITALS**

WHEREAS, the City has issued a Request for Proposals 25-18607-KM North Overton Tax Increment Financing District (TIF) Right-of-Way Hardscape Repairs 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 North Overton Tax Increment Financing District (TIF) Right-of-Way Hardscape Repairs, 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 – Price Proposal
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 two (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 Confidentiality. The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.
- 2.19 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.



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

CITY OF LUBBOCK

CONTRACTOR

\_\_\_\_\_  
Mark McBrayer, Mayor

BY: \_\_\_\_\_  
Authorized Representative

ATTEST:  
  
\_\_\_\_\_  
Cortney Paz, City Secretary

\_\_\_\_\_  
Print Name

APPROVED AS TO CONTENT:  
  
\_\_\_\_\_  
Brianna Brown, Business Development  
Director

\_\_\_\_\_  
Address

APPROVED AS TO FORM  
  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

\_\_\_\_\_  
City, State, Zip Code

**City of Lubbock, TX  
RFP 25-18607-KM**

**North Overton Tax Increment Financing District (TIF) Right-of-Way Hardscape Repairs**

**GENERAL REQUIREMENTS**

**1. INTENT**

The North Overton TIF is seeking proposals for a one-year contract for the inspection, repair, or replacement of all damaged hardscape, including concrete and brick pavers, in the TIF District's right-of-way areas within the provided boundary. Vendors shall provide with bid submittal any and all necessary information regarding this specification. The duration of this agreement is one (1) year, with four (4) optional one (1) year extensions.

**2. BACKGROUND**

The North Overton TIF is a 300+ acre revitalization project in the heart of Lubbock in a previously blighted area known as North Overton. In the late 1990's, a local developer approached the City to discuss plans to redevelop the area. The developer and other property owners submitted a petition requesting that the City establish a TIF to provide public funds for constructing public improvements. In response, in March of 2002, the City created the North Overton TIF. The public/private partnership provided a significantly enhanced redevelopment of the North Overton area by investing public funds in upgraded intersections, additional right-of-way landscaping, improved street lighting, park improvements, and street and utility replacement and reconstruction. The infrastructure projects replaced 70-year-old utilities, provided new street lighting and signalization, upgraded an existing park, and provided enhanced right-of-way landscaping, wider sidewalks, and street furniture. The City approved site design guidelines for the development in Overton Park to ensure the quality of the development project. Many of the public improvements are now aging, and are in need of repair and/or replacement.

**3. SCOPE OF WORK**

The Contractor shall have the ability to make repairs and/or replace existing hardscape material in the public right-of-way areas. The types of repairs will vary based on the specific situations, and materials should reflect the requirements of the North Overton Public Improvement Guidelines. The Contractor must be able to mobilize and respond quickly, especially at times when an emergency type of repair is needed.

Detailed Scope:

- Provide all labor, materials, tools, supervision and equipment to fully perform the work of repair and/or replacement of hardscape repairs.
- Provide traffic control as necessary in accordance with applicable TXDOT and TMUTCD regulations.
- Furnish cleanup and restoration of the site to pre-construction conditions or better.
- Carry out operations in accordance with local, state, federal and OSHA safety regulations.
- Provide before and after photos of each project/repair.

The Contractor is responsible for creating a systematic plan to replace or repair all damaged right-of-way concrete and brick pavers within 45-days of the contract's Notice to Proceed. Brick pavers must match or be of similar color and style to existing pavers, and should follow the design specified in the North Overton Public Improvement Guidelines. The contractor will then submit cost estimates for each section of repairs to the Agent 15-days prior to anticipated construction start. The cost estimates shall include all materials and labor to complete

work. When appropriate or requested by the Agent, the Contractor shall install or remove safety fencing and the City of Lubbock reserves the right to add or negate right-of-way area to the contract.

The vendor shall replace or repair damaged concrete or brick structures or paving including, but not limited to, sidewalks, curbs, tree planter boxes, and floral planter boxes. Pricing should include the purchase and delivery of all materials and labor needed to complete the project. Any freight or additional charges must be included in the quoted prices.

#### **4. SCHEDULING**

Time is of the essence for all work contemplated by the Contract. Contractor will make a good faith effort to start repairs within fifteen (15) days of notification or in accordance with a written schedule approved by the City. If repair cannot be completed within a timely period, Contractor shall provide written notification to the City detailing reasons for delay and anticipated completion schedule within two (2) days of notification. Normal work hours are anticipated to be Monday through Friday 7:00 am to 5:00 pm. Any work outside of these times needs prior authorization from the City at least 48 hours in advance.

#### **5. PROTECTION OF EXISTING FACILITIES**

##### **5.1. RIGHTS-OF-WAY**

The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, communication cable, fiber optic transmission line, or electric transmission line; any fence; or any other structure, unless approved by the Agent. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same if necessary.

North Overton Tax Increment Financing District (TIF) Right-of-Way Hardscape Repairs  
Price Proposal

Bid/No Bid Decision	#	Item	Quantity Required (+/-)	UOM	Unit Price	Total Cost
<b>Bid</b>	#0-2	Concrete Cost per Square Feet	1	SF	\$ 15.00	\$ 15.00
<b>Bid</b>	#0-1	Concrete Repairs per Hour	1	HR	\$ 1,100.00	\$ 1,100.00
<b>Bid</b>	#0-3	Masonry Repairs per Hour	1	HR	\$ 1,300.00	\$ 1,300.00
<b>Bid</b>	#0-4	Brick Paver Cost per Square Feet	1	SF	\$ 90.00	\$ 90.00
						\$ 2,505.00
						\$ 2,505.00

## INSURANCE REQUIREMENTS

### 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).

Automobile Liability Requirements:

\$1M/occurrence is needed

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

- The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
- Waivers of Subrogation are required for CGL, AL, and WC.
- To Include Products of Completed Operations endorsement.
- Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non- payment.

- Carriers must meet an A.M. Best rating of A- or better.
- Subcontractors must carry same limits as listed above.

### **IMPORTANT: POLICY ENDORSEMENTS**

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

### **REQUIRED PROVISIONS**

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

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

### **NOTICES**

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

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

Marta Alvarez, Director of Purchasing & Contract Management  
City of Lubbock  
1314 Avenue K, 9<sup>th</sup> 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 25-18607-KM

North Overton Tax Increment Financing District (TIF) Right-of-Way Hardscape Repairs

Notice was published in the Lubbock Avalanche Journal on January 19, 2025 & January 26, 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 January 17 to February 18, 2025

23 vendors downloaded the documents using Bonfire.com.

48 vendors were notified separately.

1 vendor submitted a proposal.

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
May 13, 2025**

Capital Project Number:	92254
Capital Project Name:	North Overton TIF Public Improvements

		<b>Budget</b>
<i>Encumbered/Expended</i>		
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
West Texas Services, Inc. Contract 17764 Amendment No.4		119,478
Pland Collaborative Contract 18618 - Irrigation Improvements		54,335
 <i>Agenda Item May 13, 2025</i>		
MH Civil Constructors, Inc. Contract 18607 Hardscape Repair		500,000
<b><i>Encumbered/Expended to Date</i></b>		<b>5,115,465</b>
 <i>Estimated Costs for Remaining Appropriation</i>		
Public Improvements		1,531,886
<b><i>Remaining Appropriation</i></b>		<b>1,531,886</b>
<b>Total Appropriation To Date</b>	<b>\$</b>	<b>6,647,351</b>





# CIP 92254 North Overton TIF Public Improvements

Installation and Repair of Public Improvements

**Project Manager: Brianna Brown - Business Development**

## Project Scope

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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

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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. 2016-00135
- FY 2017-18 \$1,000,000 was appropriated by Ord. 2017-00111
- FY 2021-22 \$249,680 was reassigned by BCR 2022-26
- FY 2022-23 \$1,000,000 was appropriated by Ord. 2022-00136
- FY 2023-24 \$750,000 was appropriated by Ord. 2023-00108
- FY 2023-24 \$750,000 was appropriated by Ord. 2023-00151

### 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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## **Information**

### **Agenda Item**

**Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 18160, a Master Services Agreement with Vexus Fiber, to add internet business services to additional City facilities.

### **Item Summary**

Amendment No. 1 to Contract 18160, a Master Services Agreement with Vexus Fiber for internet business services, will allow the City to add and remove various locations that require internet services and upgrades. New services will be added to the Health Department, Police Property Room/Forensics, LP&L Engineering and the Burgess Rushing Tennis Center. The total installation and monthly charges shall not exceed \$300,000.

This agreement is offered under the purchasing cooperative TIPS Contract 240303 - Telephone and Communications Data Systems and Solutions.

### **Fiscal Impact**

The Master Services Agreement with Vexus Fiber will be for 5-years through July 22, 2029, and will be funded by various departments and the Information Technology Department Operating Budget. The total new and existing monthly charges will be \$60,000 annually, and will be budgeted in the Information Technology Operating Fund.

### **Staff/Board Recommending**

Brooke Witcher, Assistant City Manager  
Jennifer Frescaz, Chief Information Officer

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## **Attachments**

Resolution \_Vexus Fiber Amendment  
Amendment \_Vexus Fiber

**RESOLUTION**

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

THAT the City Manager 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 Service Contract No. 18160 dated July 23, 2024, by and between the City of Lubbock and VEXUS FIBER, LLC, to include internet services at additional City facilities, 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:

  
\_\_\_\_\_  
Jennifer Frescaz, Chief Information Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdcs II/RES.Amend #1-Vexus Fiber, LLC  
April 29, 2025

### First Amendment to Internet Service Agreement

This First Amendment to Internet Service Agreement (the "Amendment") is entered into on this, the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Lubbock, Texas (the "City") and VEXUS FIBER, LLC ("VEXUS"), collectively herein the "Parties".

WHEREAS, the Parties entered into a three-year agreement for installation and upgrades of internet services (the "Agreement") at certain City facilities on July 23, 2024 (Resolution No. 2024-R0335); and

WHEREAS, the City desires to secure from VEXUS future internet services at other City facilities by the execution of additional business service orders, and authorize the City Manager or his designee to execute said service orders; and

WHEREAS, the Parties further desire to extend the term of the Agreement by an additional two years, to expire July 22, 2029; and

WHEREAS, the Parties desire to have all other terms and conditions of the Agreement remain unchanged.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. That the term of the Agreement shall be for five (5) years, through July 22, 2029, unless earlier terminated according to the terms of the Agreement.
2. That the City Manager or his designee is authorized to execute additional Business Service Orders during the term of the Agreement that may be deemed necessary to secure the delivery by VEXUS of internet services to additional City owned or operated facilities.
3. The sum total paid for services rendered by VEXUS pursuant to the Agreement shall not exceed THREE HUNDRED THOUSAND AND 00/100 USD (\$300,000.00).
4. That the remaining terms and conditions of the Agreement shall remain in full force and effect.

Executed on the \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF LUBBOCK:

VEXUS FIBER, LLC

\_\_\_\_\_  
MARK W. McBRAYER, Mayor

Siloma Mendoza  
Title: Business Account Manager

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

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## Information

### Agenda Item

**Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31089895, with Lake Country Chevrolet Inc., for the purchase of ten (10) Replacement Vehicles for the Lubbock Police Department.

### Item Summary

The ten vehicles will be replacements for vehicles lost in automobile accidents. The purchase price of the vehicles includes the cost of the up-fit equipment and installation, which will be performed by a third-party vendor.

Nine (9) new Police SUVs will be for LPD Police Patrol and one (1) Pickup Truck will be for LPD Police Training.

Lake Country Chevrolet submitted a quote made under TIPS Contract 240901 (Transportation Vehicles):

LPD Police Patrol (5735) – SUV with Equipment & Up-Fitting (9 Units)

Vehicle	Unit Price	Total Vehicle Cost
2025/2026 Chevrolet Tahoe PPV 4x4	\$80,368.32	9 vehicles - \$723,314.88

LPD Police Training (5713) – Pickup Truck with Equipment & Up-Fitting (1 Unit)

Vehicle	Unit Price	Total Vehicle Cost
2024 Chevrolet Silverado Crew Cab, 4x4	\$61,242.80	1 vehicle - \$61,242.80

The total cost of the purchase from Lake Country Chevrolet is **\$784,557.68** (\$723,314.88 + \$61,242.80) for the 10 vehicles.

### Fiscal Impact

Purchase Order 31089895, with Lake Country Chevrolet, Inc., of Jasper, Texas, for \$784,557.68, for the vehicles, their equipment, and the up-fitting services, will be funded from the following 3 accounts:

Risk Management Account - \$172,926.29

LPD Insurance Deductible - \$10,000.00

LPD Wrecked Vehicle Account - \$601,631.39

**Staff/Board Recommending**

Brooke Witcher, Assistant City Manager

Dominic Esperat, Director of Fleet Operations

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**Attachments**

Resolution

Purchase Order

**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 31089895, in accordance with TIPS Contract 240901, for Ten (10) Replacement Vehicles for LPD (5713/5735), by and between the City of Lubbock and Lake Country Chevrolet, Inc., of Jasper, Texas, and all related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rachael Foster, Assistant City Attorney





PURCHASE ORDER

Page - 1  
Date - 4/28/2025  
Order Number 31089895 000 OP  
Branch/Plant 3526

TO: LAKE COUNTRY CHEVROLET, INC  
2152 NORTH WHEELER ST  
JASPER TX 75951

SHIP TO: CITY OF LUBBOCK  
FLEET SERVICES  
206 MUNICIPAL DRIVE  
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK  
ACCOUNTS PAYABLE  
P.O. BOX 2000  
LUBBOCK, TX 79457

BY:   
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 4/28/2025 Freight  
Requested 5/28/2025 Taken By S RIVERA  
Delivery B RODRIGUEZ REQ 63189 PUR 18872/TIPS CONTRACT 240901

If you have any questions, please contact Breana Rodriguez: BreanaRodriguez@mylubbock.us 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2025 Silverado Crew Cab	1.000	61,242.8000	EA	61,242.80	5/28/2025
Inv-5713					
25/26 Chevrolet Tahoe	9.000	80,368.3200	EA	723,314.88	5/28/2025
Inv-5735					
				Total Order	
Terms	NET DUE ON RECEIPT			784,557.68	

This purchase order encumbers funds in the amount of \$784,557.68 awarded to Lake Country Chevrolet, Inc of Jasper, TX, on May 13, 2025. The following is incorporated into and made part of this purchase order by reference: Quote dated April 18, 2025 from lake country Chevrolet of Jasper, TX, and TIPS Contract 240901.

Resolution # \_\_\_\_\_

CITY OF LUBBOCK:

ATTEST:

Mark McBrayer, Mayor

Courtney Paz, City Secretary

# **PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS**

**Seller and Buyer agree as follows:**

## **ACCEPTANCE OF THIS PURCHASE ORDER:**

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

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

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

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the 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/departments-websites/departments/purchasing/vendor-information>.

30. **No Boycott of Israel.** Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002, or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. **No Boycott of Energy Companies.** Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002, or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. **No Boycott of a Firearm Entity or Firearm Trade Association.** Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002, or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request [proc@ci.lubbock.tx.us](mailto:proc@ci.lubbock.tx.us). Please send this request to this email address for it to be processed.



## PRODUCT PRICING SUMMARY

**TIPS 240901 Transportation Vehicles**

**VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951**

**End User:** CITY OF LUBBOCK

**Prepared by:** SETH GAMBLIN

**Contact:** \_\_\_\_\_

**Phone:** 512.436.1313

**Email:** \_\_\_\_\_

**Email:** [SGAMBLIN@SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN@SILSBEEFLEET@GMAIL.COM)

**Product Description:** CHEVY TAHOE PPV

**Date:** April 18, 2025

**A. Bid Item:** \_\_\_\_\_

**A. Base Price:** \$ **51,909.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CK10706	91C 2025/ 2026 TAHOE PPV 4X4	\$ 5,995.00			
L84	5.3L V8 W/AUTOMATIC	\$ -			
MQC	10 SPEED TRANS	\$ -			
6J7	FLASHER SYSTEM, HEAD & TAIL LAMP	inc			
AMF	REMOTE KEYLESS PACKAGE	inc			
PQA	IFL SAFETY PACKAGE	\$ 897.00			
<b>Total of B. Published Options:</b>					<b>\$ 6,892.00</b>

**Published Option Discount (5%):** \$ **(184.00)**

**C. Unpublished Options**

**\$= 35.8 %**

Description	Bid Price	Options	Bid Price
LEFT HAND LED SPOTLIGHT	\$ 850.00	EXTERIOR - BLACK	
		INTERIOR - JET BLACK CLOTH HIT	
DANA INSTALL 572462-G	\$ 20,201.32	5T5- FRONT CLOTH BACK VINYL	
		REAR PARK ASSIST / REAR CAMERA	
		WHEELS 20"X9" STEEL	
		ASSIST STEPS	
		ESTIMATE ONLY PRODUCTION PERMITTING	

**Total of C. Unpublished Options:** \$ **21,051.32**

**D. Floor Plan Interest (for in-stock and/or equipped vehicles):**

\$ **-**

**E. Lot Insurance (for in-stock and/or equipped vehicles):**

\$ **-**

**F. Contract Price Adjustment:** \_\_\_\_\_

**G. Additional Delivery Charge:** 350 miles

\$ **700.00**

**H. Subtotal:**

\$ **80,368.32**

**I. Quantity Ordered** 9 **x H =**

\$ **723,314.88**

**J. Trade in:** \_\_\_\_\_

\$ **-**

**K.**

**L. Total Purchase Price**

\$ **723,314.88**



## PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF LUBBOCK

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

Product Description: CHEVROLET SILVERADO 1500

Date: April 21, 2025

A. Bid Item: \_\_\_\_\_ A. Base Price: \$ 41,907.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CK10543	2025 SILVERADO CREW CAB ICX				
	4WD	\$ 3,195.00	RD5	Wheels, 20" x 9" (50.8 cm x 22.9 cm)	\$ 300.00
L84	5.3L V8	\$ 1,665.00		High gloss Black painted aluminum	
PCX	CUSTOM CONVENIENCE PACKAGE	\$ 5,190.00			
	KEYLESS, CRUISE, POWER LOCK				
PDX	CUSTOM VALUE PACKAGE	INC			
Total of B. Published Options:					\$ 10,350.00

Published Option Discount (5%) \$ (367.50)

### C. Unpublished Options

\$= 16.6 %

Description	Bid Price	Options	Bid Price
		EXTERIOR - BLACK	
		INTERIOR - HIT JET BLACK CLOTH	
DANA INSTALL 573675-B	\$ 8,653.30		
Total of C. Unpublished Options:			\$ 8,653.30

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

F. Contract Price Adjustment:

G. Additional Delivery Charge: 350 miles \$ 700.00

H. Subtotal: \$ 61,242.80

I. Quantity Ordered 1 x H = \$ 61,242.80

J. Trade in: \$ -

K.

L. Total Purchase Price \$ 61,242.80

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## Information

### Agenda Item

**Resolution - City Secretary:** Consider a resolution authorizing the Mayor to execute Service Contract 18847, with Scott-Merriman, Inc., for document scanning and reproduction services in regard to City of Lubbock birth and death records.

### Item Summary

This contract with Scott-Merriman, Inc. will restore approximately 250,000 of the most severely damaged records. As part of the restoration process, the company will conduct on-site scanning of the affected records and recreate them as new, permanent documents. These scanned records will be printed on archival-quality paper, assembled into new binders, and delivered back to the Vital Statistics Office.

Additionally, the project includes the replacement of 505 books to address the remainder of the damaged birth and death volumes. The transition of these records into the new books will be carried out by the Vital Statistics staff. Furthermore, six large red binders containing hand-written birth certificates from the 1940s and 1950s will be carefully removed from their current bindings and transferred into updated archival binders to preserve their integrity.

The project will be executed in two phases to ensure quality and satisfaction.

**Phase 1** will involve the restoration of 73 volumes of death records, totaling approximately 50,000 images, with anticipated completion before the end of 2025.

**Phase 2** will focus on 373 volumes of birth records, encompassing an estimated 200,000 images.

Upon completion of each phase, the final restored records will be hand-delivered by Scott Merriman, Inc.

Following a comprehensive audit by the Vital Statistics staff to ensure accuracy and completeness, the original damaged records will be securely and properly destroyed.

### Fiscal Impact

Service Contract 18847 for \$450,000, is funded in Capital Improvement Project 8665.

These funds were paid to the City of Lubbock by MCCi, LLC and DRS Imaging Services, LLC in connection with a settlement agreement, concerning damage to the City of Lubbock's Vital Statistics records. The settlement agreement was approved by the City Council on December 10, 2024 (Resolution No. 2024-R0582).

**Staff/Board Recommending**

Courtney Paz, City Secretary

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**Attachments**

Resolution - Scott Merriman

Agreement - Scott Merriman

Budget Detail

CIP Detail



**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, through The Interlocal Purchasing System, an interlocal agreement for cooperative purchasing, Contract No. 18847, for the Vital Statistics On-Site Scanning & Image Processing Project, by and between the City of Lubbock and Scott Merriman 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:



\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO FORM:



\_\_\_\_\_  
Matt Wade, City Attorney

**CITY OF LUBBOCK, TX**  
**Vital Statistics On-Site Scanning & Image Processing Project**

**THIS** Vital Statistics On-Site Scanning & Image Processing Project (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, (the "Effective Date") by and between the City of Lubbock, a home-rule municipality and political subdivision of the State of Texas, ("City"), and **Scott Merriman, Inc. ("Contractor")**.

**RECITALS**

WHEREAS, the City enters into this Agreement with the Contractor as an awarded vendor through The Interlocal Purchasing System (TIPS) in order to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services, in accordance with Section 791.001 of the Texas Government Code; and

WHEREAS, Contractor desires to perform as an independent contractor to provide for On-Site Scanning & Image Processing Project for Vital Statistics upon terms and conditions maintained in this Agreement; and

WHEREAS, the purpose of this written Agreement is to establish the terms and conditions under which the vendor will provide On-Site Scanning & Image Processing Project for the City of Lubbock's City Secretary's Vital Statistics Department.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 – Proposal # 00133276A
3. Exhibit B - TIPS National Purchasing Cooperative Contract# 230105
4. Exhibit C – Insurance Requirements

**Scope of Work**

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

**Article 1        Terms**

- 1.1 The contract term shall be eighteen (18) months, commencing upon the Effective Date.
- 1.2 Contractor shall use its commercially reasonable efforts to render services under this Agreement. It is understood and agreed that Contractor is to perform the services in a sound



and professional manner and exercising the degree of care, skill and diligence in the performance of the services as is exercised by a professional operating in the same industry under similar circumstances and Contractor represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

- 1.3 This Agreement shall remain in effect until one of the of the following occurs (whichever occurs first) : (1) the term of the Agreement has expired; (2) performance of services ordered have been satisfactorily completed; or (3) termination of by either party as provided for in this Agreement.
- 1.4 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.
- 1.5 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.
- 1.6 City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work related to this Agreement.  
  
Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as and approved by City.
- 1.7 If either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if a party violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the non-defaulting party shall have the right to terminate this Agreement by giving written notice to defaulting party of such termination and specifying the effective date thereof.

## **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 exclusively 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 If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, then such provision shall be deemed automatically modified to conform with the requirements for validity and enforceability as declared at that time, and as so modified, shall be deemed a provision of this Agreement as though originally included herein.
- 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 thirty (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 Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; 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.

For City:

Courtney Paz  
City Secretary  
1314 Avenue K  
Lubbock, Texas 79401  
Telephone: 806-775-2061  
Email: jpaz@mylubbock.us

For Contractor:

Jeff Biggs  
President  
2930 Merrell Road  
Dallas, Texas 75229  
Telephone: 972-484-7113  
E-Mail: scott-merriman@sbcglobal.net

- 2.10 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 Agreement. 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.

- 2.11 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.
- 2.12 In accordance with Chapter 2270, Texas Government Code, 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. Chapter 2252, Texas Government Code does not allow a city to contract with a company that does business with Iran, Sudan, or a foreign terrorist organization on a list prepared by the Texas Comptroller. By executing this Agreement, Contractor represents and warrants to the City that the Contractor does not boycott Israel, will not boycott Israel during the term of this Agreement, and that does not contract with a prohibited entity listed in the previous sentence.

### **Article 3      Data Deletion and Certification Requirements**

- 3.1 Upon completion, delivery, and final audit of the project, the Contractor and all associated subcontractors shall:
- 1) Delete all project-related data, including copies and scanned documents,  
from:
    - a. All servers (cloud and local)
    - b. On-site storage devices
    - c. Any backup systems
  - 2) Provide written certification to the City of Lubbock confirming the  
complete deletion of all project data within 30 days of such deletion.

This certification must include

- a. Date of data deletion
- b. Description of deleted materials
- c. Method of deletion
- d. Location(s) from which data was deleted

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK

\_\_\_\_\_  
Mark McBrayer, Mayor

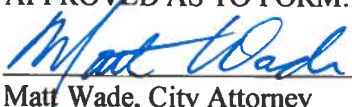
ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Matt Wade, City Attorney

CONTRACTOR

BY   
\_\_\_\_\_  
Authorized Representative

JIM LAIRD

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
EXECUTIVE REP - SCOTT-MERRIMAN, INC.

Address: 2930 MERRELL RD.

\_\_\_\_\_  
DALLAS, TX 75229

\_\_\_\_\_  
City, State, Zip Code

[www.scott-merriman.com](http://www.scott-merriman.com)[scott-merriman@sbcglobal.net](mailto:scott-merriman@sbcglobal.net)

Telephone 972-484-7113

Toll-Free 800-648-7022

Fax 972-484-8908

City of Lubbock - Vital Statistics

Jennifer Clements

1209 13<sup>th</sup> Street

Lubbock, TX 79401

April 11<sup>th</sup>, 2025

Dear Jennifer,

Please find enclosed our proposal for On-site scanning and book Re-creation on 73 volumes of Death Records and 373 volumes of Birth Records for the City of Lubbock. We will schedule a time that is convenient for you to start the On-site scanning process and will maintain in a designated area at the City of Lubbock facility. Also, included in the proposal is Replacement and Security scan of 6 Big Red Binders. In addition, this proposal also includes 286 extra Blue TFT Binders for the City of Lubbock to use as needed.

When scanning, each image will be captured front and back at 300dpi in grayscale or color, then we will use advanced processes to convert the images into bi-tonal format for optimal legibility. We have decided that the most economical way for us to is to scan both sides of the documents, but we won't be able to do the same image processing for the back sides of the images, so there may end up being lines or noise on the back sides.

To preserve the original physical order of the Records, all pages will be printed in the same order scanned. Please note that the quantities listed are estimates. The final invoice will reflect pricing based on the actual number of records scanned and printed. Charges are based on per sheet processes - where a record has multiple sheets, such as when an amendment has been attached, each sheet will be counted. Once scanning is complete, we will give the scanned images back to you on a USB in JPG or TIF format unless a different format is requested.

Once the Re-creation has been completed, we will deliver the new Records back to the City of Lubbock. The City of Lubbock has agreed to perform a 100% comparison of the re-created books against the originals and will re-create and insert any missing pages identified during their review.

Thank you for the opportunity to present this proposal and please let us know if you have any questions.

Sincerely,

Jim Laird

# City of Lubbock - Vital Statistics

Proposal# 00133276A

Description	Quantity	Ext Price
<b>Phase#1</b>		
<b>On-Site Scanning &amp; Image Processing -</b> Loose Page Books 8.5"x14" to 12"x18" 50,000 Images (front & back)	73	\$32,645.00
<b>Re-CreatePage -</b> All scanning will be duplex to capture information on the backside of these records.	73	\$34,949.00
<b>Output Images to USB drive -</b> JPG & TIF Images	73	\$600.00
<b>Binders -</b> Birth Binders 7"x9" Blue TFT Binders for Re-creation	73	\$3,071.00
<b>Paper -</b> 24# Cotton paper for Birth Binders	73	\$8,640.00
<b>Binder Construction of Re-created Pages -</b> Drill, Hole punch, Installation into binders	73	\$5,410.00
<b>Delivery -</b> Delivery of completed Binders (multiple trips)	1	\$4,708.00
		<b>Total for Phase#1 \$90,023.00</b>
<b>Phase#2</b>		
<b>On-Site Scanning &amp; Image Processing -</b> Loose Page Books 8.5"x14" to 12"x18" 200,000 Images (front & back)	373	\$110,566.00
<b>Re-CreatePage -</b> All scanning will be duplex to capture information on the backside of these records.	373	\$119,780.00
<b>Output Images to USB drive -</b> JPG & TIF images	373	\$2,430.00
<b>Paper -</b> 24# Cotton paper	373	\$34,560.00
<b>Binders -</b> Blue TFT Binders for Re-creation	373	\$15,692.00
<b>Binders -</b> Death Binders 11"x9.5" Red Custom Ring Binders for Re-creation	219	\$17,763.00
<b>Binder Construction of Re-created Pages -</b> Drill, Hole punch, Installation into binders	373	\$21,638.00
<b>Binders - Extra Binders Only</b> Birth Binders 7"x9" Blue TFT Binder	286	\$12,032.00
<b>Big Red Binders -</b> Replace the Big Red Binders, cut pages out, add page extenders, place in new binders/ Includes security scan of each book before leaving the office	6	\$10,500.00
<b>Delivery -</b> Delivery of completed Binders (multiple trips)	1	\$14,124.00
		<b>Total for Phase#2 \$359,085.00</b>
		<b>Proposal Total for Phase#1 and Phase#2: \$449,108.00</b>

Customer Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

# The Interlocal Purchasing System

Purchasing Made Personal



Printed 30 April 2025

## Scott Merriman Inc.

EMAIL PO & VENDOR QUOTE TO: [TIPSP0@TIPS-USA.COM](mailto:TIPSP0@TIPS-USA.COM)  
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	2930 Merrell Rd	NAME Charlie Martin
CITY	Dallas	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	75229	EMAIL <a href="mailto:tips@tips-usa.com">tips@tips-usa.com</a>

**DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N**

**HUB: Y**

### SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FM | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO |  
MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

### Overview

*Technology/Security Printing & County/City Solutions*

**AWARDED CONTRACTS   "View EDGAR Doc" on Website**

Contract	Comodity	Exp Date	EDGAR
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.
240506	Election Equipment and Services	07/31/2027	See EDGAR Certification Doc.

**CONTACTS BY CONTRACTS****230105**

Jeff Biggs	President	(972) 484-7113	scott-merriman@sbcglobal.net
Tommy Ellis	Sales Manager	(214) 616-7353	tom.ellis1@verizon.net

**240506**

Jeff Biggs	President	(972) 484-7113	scott-merriman@sbcglobal.net
Beth Reeves	Office Manager	(972) 484-7113	scott-merriman@sbcglobal.net



**City of Lubbock, TX  
Insurance Requirements**

**SECTION A.** Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**SECTION C.** Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Auto Liability Requirements: \$1M occurrence

Commercial General Liability Requirements: \$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirement). Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Workers Compensation Requirements: Statutory.

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

**Special Insurances**

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

Cyber Liability: \$1M occurrence\* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

- \* Waivers of Subrogation are required for CGL, AL, and WC.
- \* To Include Products of Completed Operations endorsement.
- \* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
- \* Carriers must meet an A.M. Best rating of A- or better.
- \* Subcontractors must carry same limits as listed above.

**IMPORTANT: POLICY ENDORSEMENTS**

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

**REQUIRED PROVISIONS**

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

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional

insureds, (as the interest of each insured may appear) as to all applicable coverage;

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

#### **NOTICES**

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

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

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

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

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
May 13, 2025**

Capital Project Number:	8665
Capital Project Name:	Document Management System

	<u>Budget</u>
<i>Encumbered/Expended</i>	
MCCI,LLC	\$ 214,142
Office Supplies	568
Professional Services	45
 <i>Agenda Item May 13, 2025</i>	
Scott-Merriman Inc. Contract #18847	450,000
 <i>Encumbered/Expended To Date</i>	<u>664,755</u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Document Management	<u>246</u>
<i>Remaining Appropriation</i>	<u>246</u>
 <b>Total Appropriation</b>	<u><u>\$ 665,000</u></u>



# CIP 8665 Document Management System

Administrative

Project Manager: Courtney Paz - City Secretary

## Project Scope

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To comply with state laws and regulations; to facilitate access and retention of vital records; and to provide a backup for the city's vital records in case of disaster. Local Government Records Act, Chapter 201, requires the efficient management of local government records; the preservation of local government records of permanent value; convenient access to local records; and uniform records and procedures for the maintenance, preservation, and disposition of local government records for public purposes. Local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property, are subject to the provisions of Chapter 201 Local Government Code and to Subchapter J, Chapter 441 Government Code. The process for obtaining a birth or death record requires a staff member to visit the records vault, which contains over 100 years of vital records stored in binders, and spend time searching for that specific record. The current process for processing a birth application for a long form or when a record is not available in TxEVER or for all death certificates is: 1) Review and accept an application 2) Verify identity/relationship of request 3) Look up a file number using the an Access database 4) Pull certificates from binders in the records vault 5) Copy certificates on certified paper (if an amendment has been filed, documents must be shrunk and manipulated to fit the security paper) 6) Write issuance information on back of the original certificate 7) Issue certificate to the citizen, collect payment 8) Refile original certificate. An improved process would be to store the records in the Laserfiche repository, which the City of Lubbock currently uses to house documents in a variety of departments. The retrieval process of obtaining a birth or death record would be a much simpler process. Rather than checking a variety of logs and databases that have been maintained and continued by the department, Vital Statistics would be able to go to one uniform location, Laserfiche, to look up the document being requested. Also, this would easily allow the department to track the number of times a record has been issued (records can only be issued 10 times in a lifetime for security purposes). Likewise, there are a variety of reports and logs that are required by the state, and housing birth and death records in Laserfiche would simplify these processes and streamline the reporting process. The Vital Statistics department currently maintains approximately 400,000 records, and those numbers are growing daily with continued births and deaths occurring in Lubbock County. We are seeking to outsource the scanning and indexing of the birth and death records into Laserfiche. Once this process is complete, the department will index all new records into Laserfiche and make Laserfiche a part of their everyday processes. The Vital Statistics conversion to Laserfiche would support the ongoing City of Lubbock project for departments to utilize the database. Currently, we have the following City departments using Laserfiche for various reasons: Accounting, Airport, Budget, Building Safety, City Attorney, City Manager, City Prosecutor, City Secretary, Community Development Finance, Civic Center, Codes, Engineering, Fire Administration, Fire Marshall, Health Department, Human Resources, Municipal Court, Police Records, Planning, Purchasing, Public Information Office, Risk Management, Traffic, Vital Statistics, and Water Utilities. These are positive results since upgrading to the Laserfiche Rio platform in 2018. Currently, the City of Lubbock holds 93 licenses, and 70 additional licenses would need to be purchased to serve all of the users currently using Laserfiche. At present, we have departments sharing licenses, but this is not good practice as it is a requirement of Laserfiche for each user to have their own license. The Human Resources department currently has 15 people utilizing Laserfiche on 1 license. Purchasing the much-needed additional licenses would allow the City of Lubbock to be in compliance with Laserfiche and vastly improve the audit trail behind every record. This is especially important since we now have a policy that allows for the destruction of permanent documents as long as they are digitized and housed in the Laserfiche repository.

**Project** Justification

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Once the records have been scanned, the Vital Statistics department will be extensively trained and the process of saving all new certificates in Laserfiche will be implemented. The process for issuing birth and death records will greatly improve, therefore improving the customer service in the department. The process of scanning and indexing approximately 400,000 records would take years to finish due to the volume of customers the Vital Statistics Department assists on a daily basis. By employing an outside party to scan these records, it would take approximately 2-3 weeks to complete. If funded, Vital Statistics could be utilizing this new process by the end of 2021. Furthermore, once the licensing has been acquired, the Office of the City Secretary and I.T. Department will begin working to ensure all individuals utilizing Laserfiche are all using their own license. Currently, whenever a new department is interested in Laserfiche, they are informed that they will need to purchase licenses in order to be able to utilize the repository.

**Project** Highlights

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**Council Priorities Addressed:**  
The City acquired a document management system (Laserfiche) in 2015 and has continued to expand and add additional departments. The 2018 upgrade to Laserfiche has given us the ability to add more departments and provide more documents on public portals (example – Resolutions and Ordinances are now available to the public through the City of Lubbock website). Since more departments are utilizing Laserfiche, storage requirements have decreased, records are more accessible, and the City of Lubbock has been able to become more transparent with its citizens. Devising Vital Statistics as a fully operational department on Laserfiche would stream line the process for obtaining a birth or death record and dramatically increase the customer experience in the Vital Statistics department. Serving over 1,000 customers per month, the Vital Statistics Department becoming fully operational on Laserfiche would modernize the process for obtaining a birth or death record and dramatically improve the customer experience.

**Project** History

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- FY 2021-22 \$215,000 was appropriated by Ord. 2021-00126+
- FY 2024-25 \$450,000 was appropriated by Ord 2025-00022

**Project** Dates

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Project Start Date: October 1, 2021  
Project End Date: September 30, 2026

**Project** Location

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Internal Project

**Project** Appropriations

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	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	\$665,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$665,000	\$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
Proceeds from Settlement Agreement	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0
General Fund Cash	\$215,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$665,000	\$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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## **Information**

### **Agenda Item**

**Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2025-O0055, 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.

### **Item Summary**

On April 22, 2025, the City Council approved the first reading of the ordinance, unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff 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

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## **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

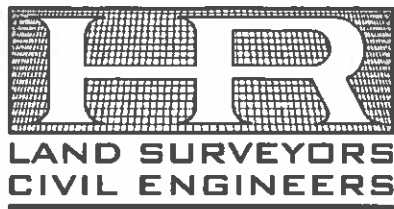
**APPROVED AS TO CONTENT:**

 FOR  
\_\_\_\_\_  
Kristen Sager, Director of Planning

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3520  
April 3, 2025



**HUGO REED AND ASSOCIATES, INC.**  
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-6642 / FAX 806/763-3881  
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 PUBLIC RECORDS OF LUBBOCK COUNTY FOR ANY PURPOSE.

Prepared for D & T Farms, February 27, 2025

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. 2025-00042: 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 District.

#### *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](mailto:sspencer@mylubbock.us)

Greg Hernandez  
Planning and Zoning Manager  
Planning Department  
806-775-3147  
[ghernandez@mylubbock.us](mailto: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

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

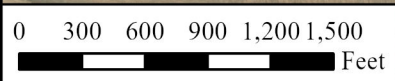
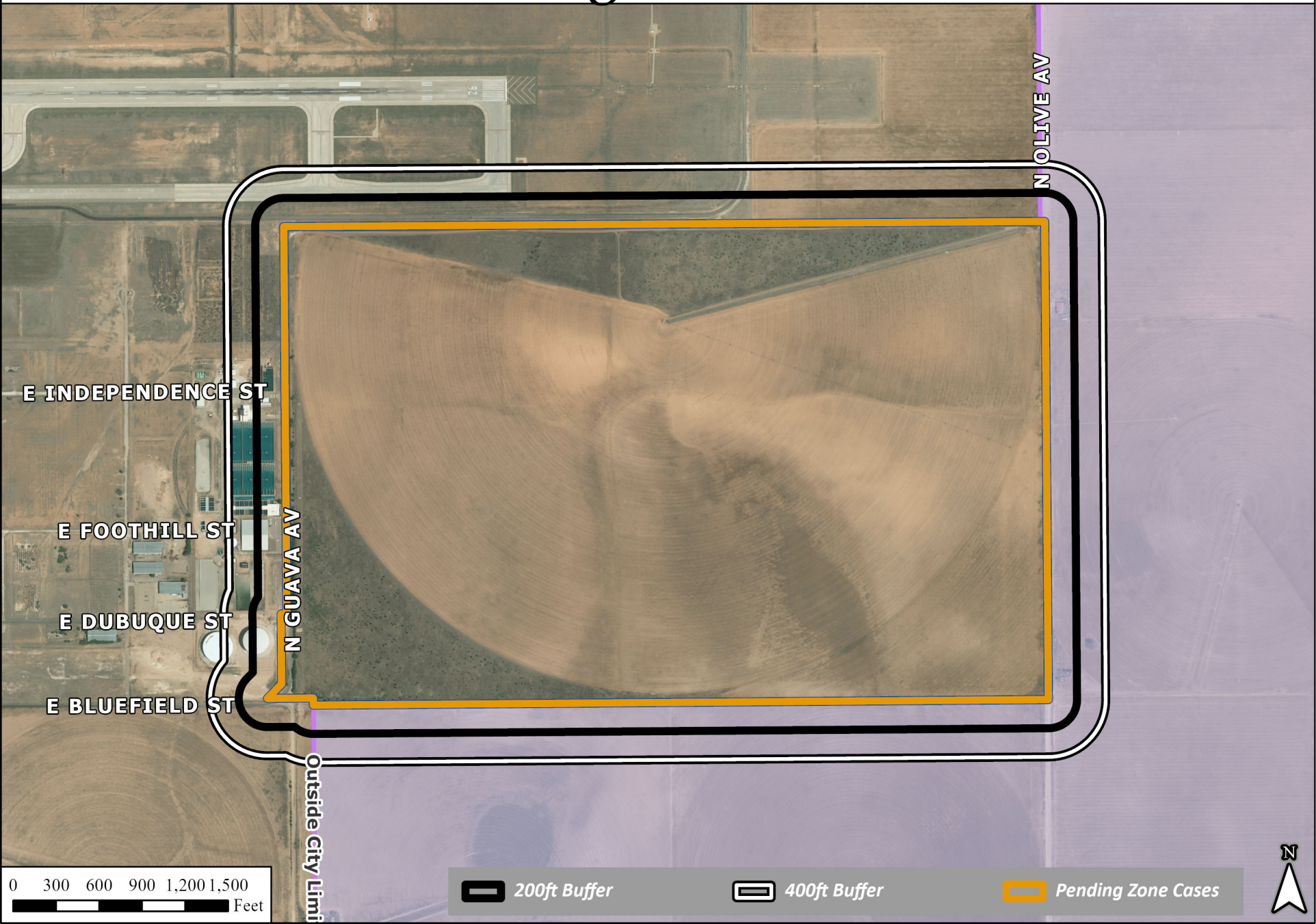
## Freeway

- Completed
- Partial
- Proposed Outer Loop





# Zoning Case 3520



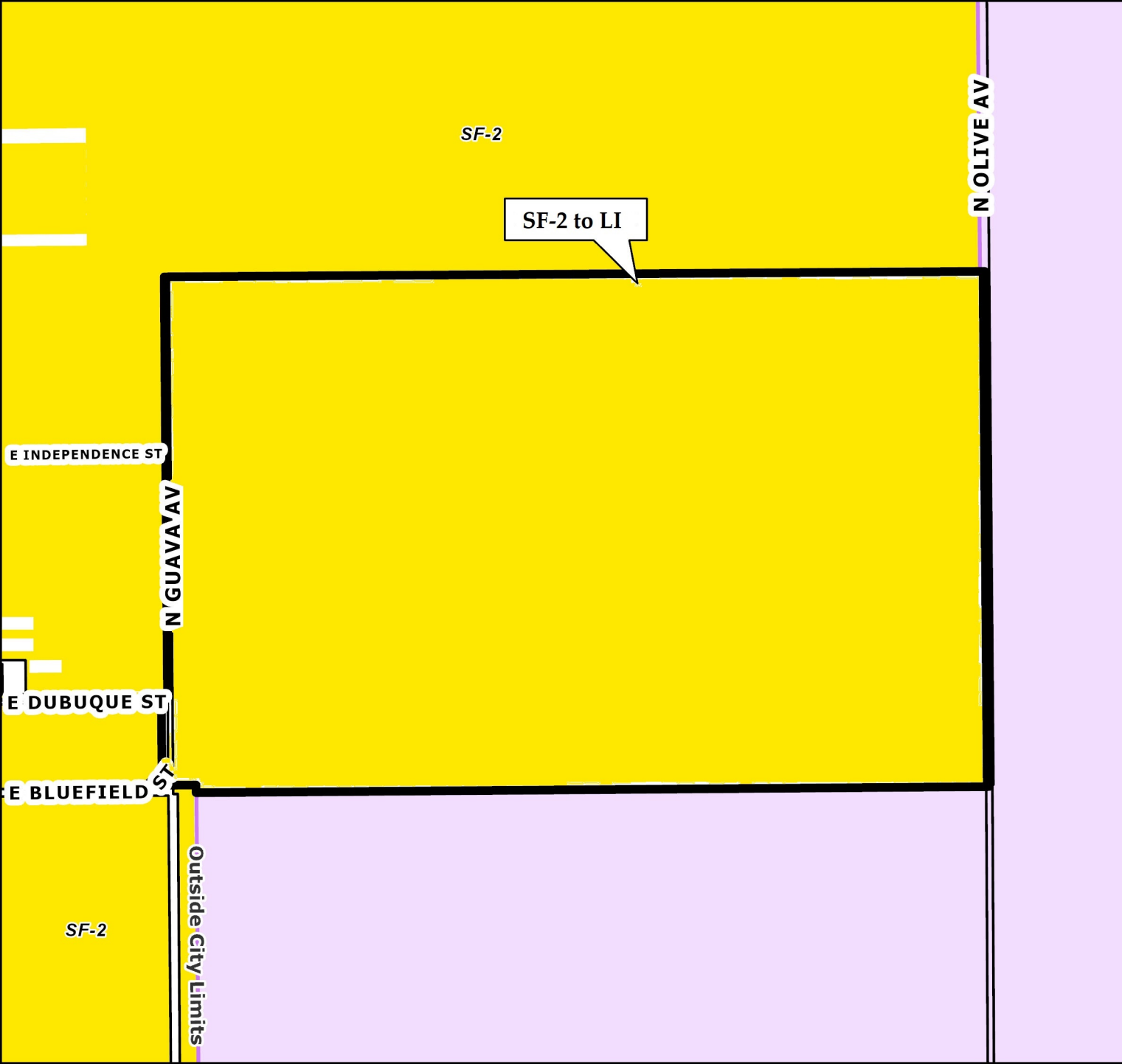


# Current Zoning

## 3520

### Zoning Districts

 Low Density Single Family (SF-2)



0 250 500 750 1000 Feet

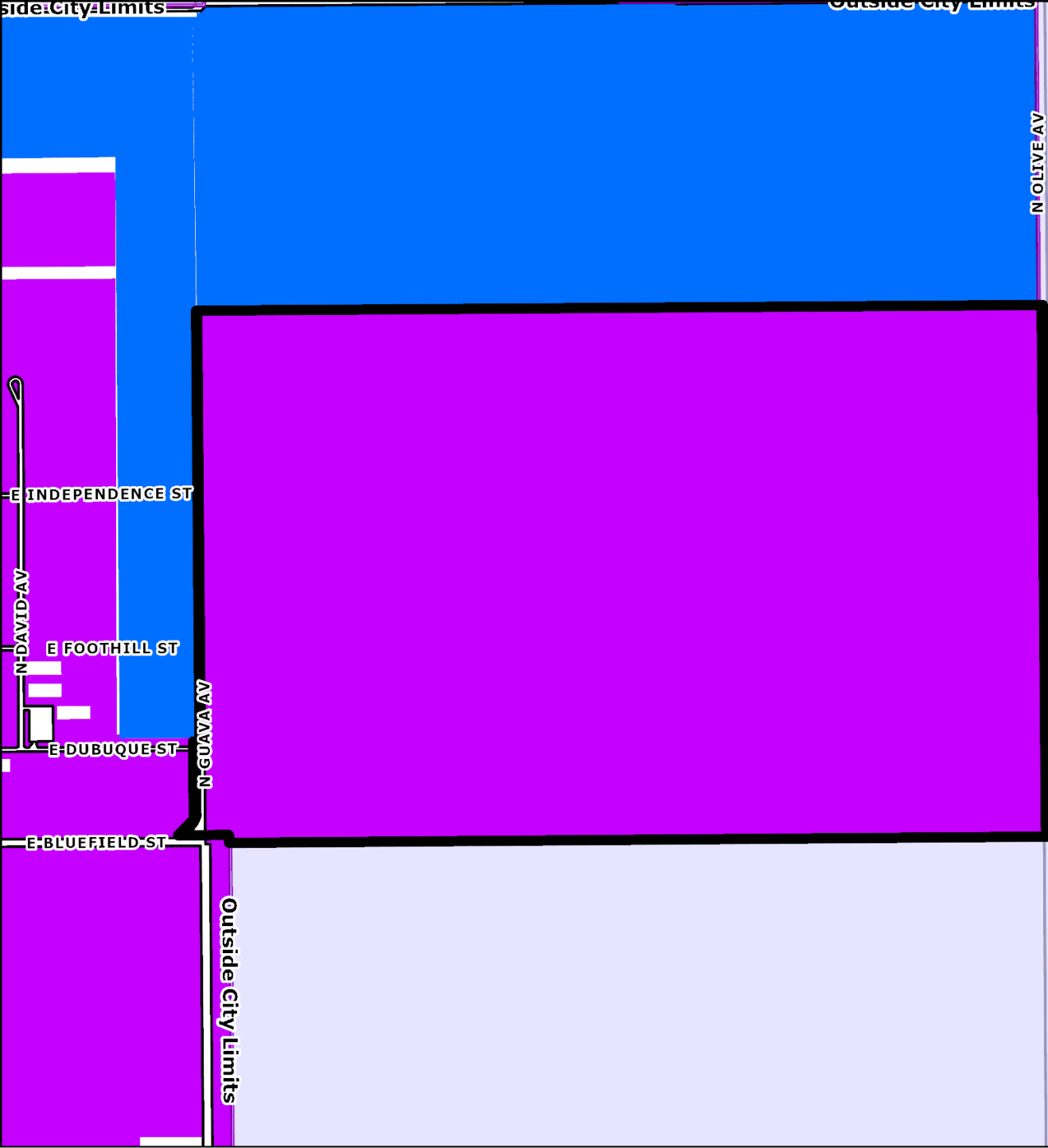


side:City/Limits

Outside City Limits

# Future Land Use Plan Case 3520

- Industrial
- Public/ Semi-Public



0 250 500 750 1000  
Feet



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: [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](mailto:cityplanning@mylubbock.us).



**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](http://www.lubbockcad.org):

see legal description attached

give my permission to below named representative, to apply for approval of an application (attach to application) to the  
City of Lubbock on the above-described property.

Mont McClendon

Representative's organization or entity (printed)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Thomas L Cooke

Signature of Property Owner

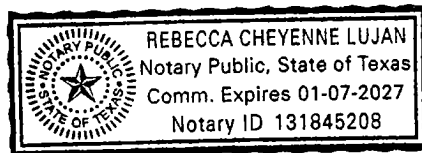
**Notary Public Information:**

THE STATE OF TEXAS, COUNTY OF Lubbock

BEFORE ME, the undersigned authority, this day personally appeared Thomas L Cooke

and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO

AND SUBSCRIBED before me on this the 2nd day of December, 2024.



R. Cheyenne Lujan  
Notary Public, State of Texas



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## Information

### Agenda Item

**Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2025-O0056, 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.

### Item Summary

On April 22, 2025, the City Council approved the first reading of the ordinance, unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff 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

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## 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



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. 2023-00054 (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 51<sup>st</sup> 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](mailto:sspencer@mylubbock.us)

Greg Hernandez  
Planning and Zoning Manager  
Planning Department  
806-775-3147  
[ghernandez@mylubbock.us](mailto: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 51<sup>st</sup> Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
51 <sup>st</sup> 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.

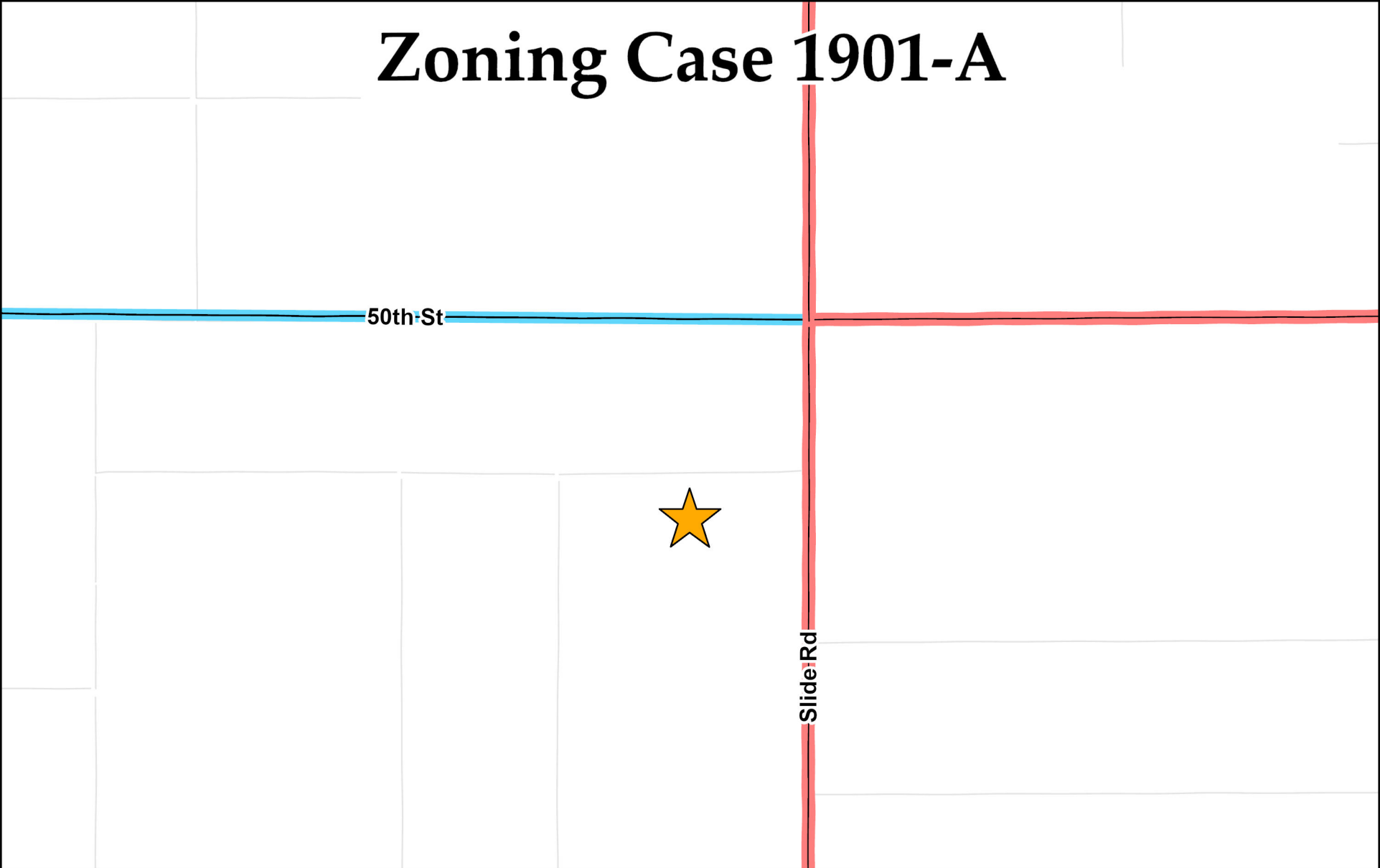
**APPLICANT SUSAN CROSSI**, 13105 Dover Avenue, with 7B Building and Development, LLC, gave comments about the request and answered questions from the Commission.

**IN FAVOR SCOTT HICKS**, 4513 13<sup>th</sup> 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

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

## Freeway





- Completed
- Partial
- Proposed Outer Loop

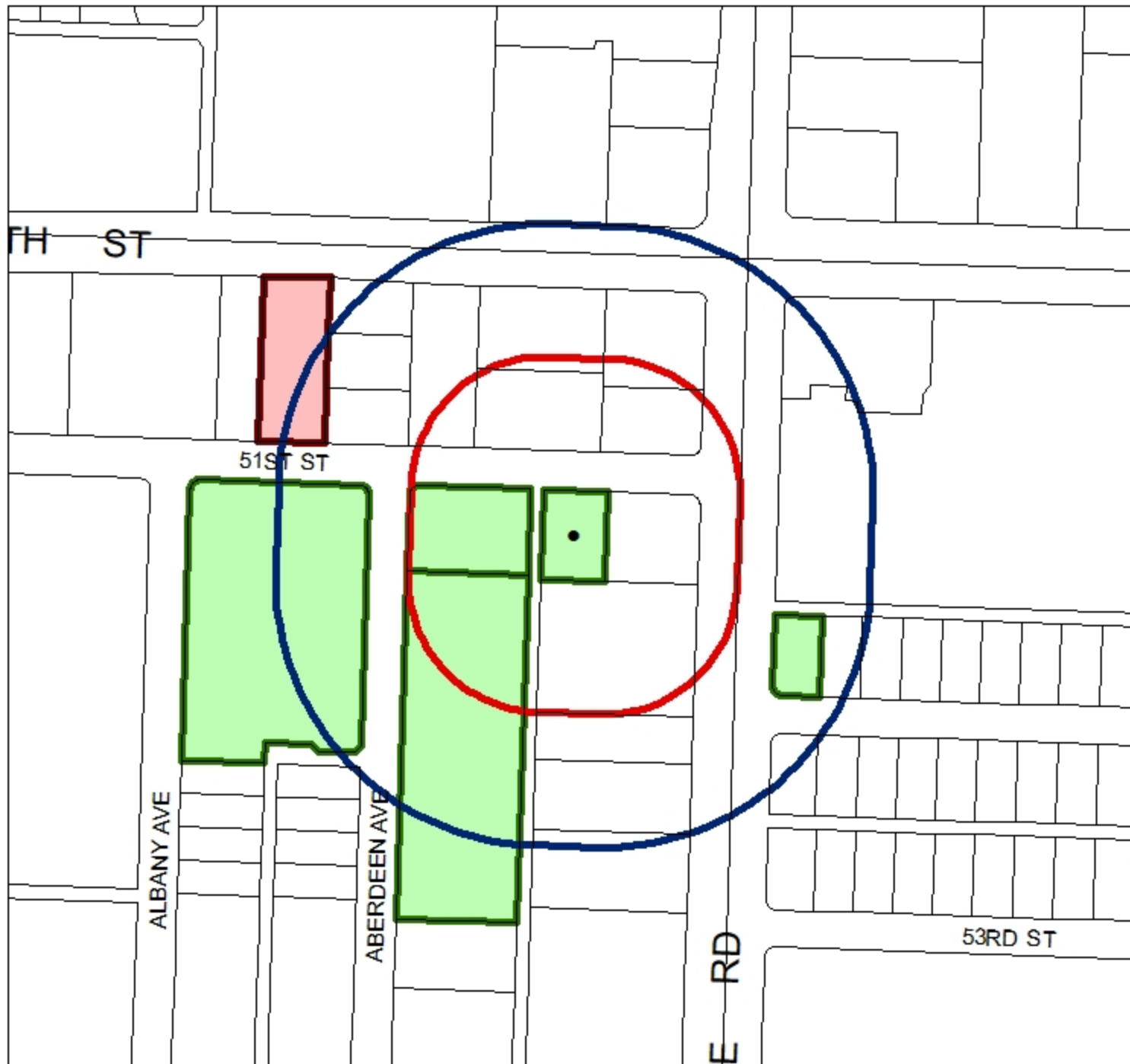


# PZC Mailout Notifications Received



## Legend

- LocatorPnt1901\_A
-  MailoutBuffer1901\_A\_200ft
-  MailoutBuffer1901\_A\_400ft
- Notification Result**
  -  In Favor
  -  Opposed

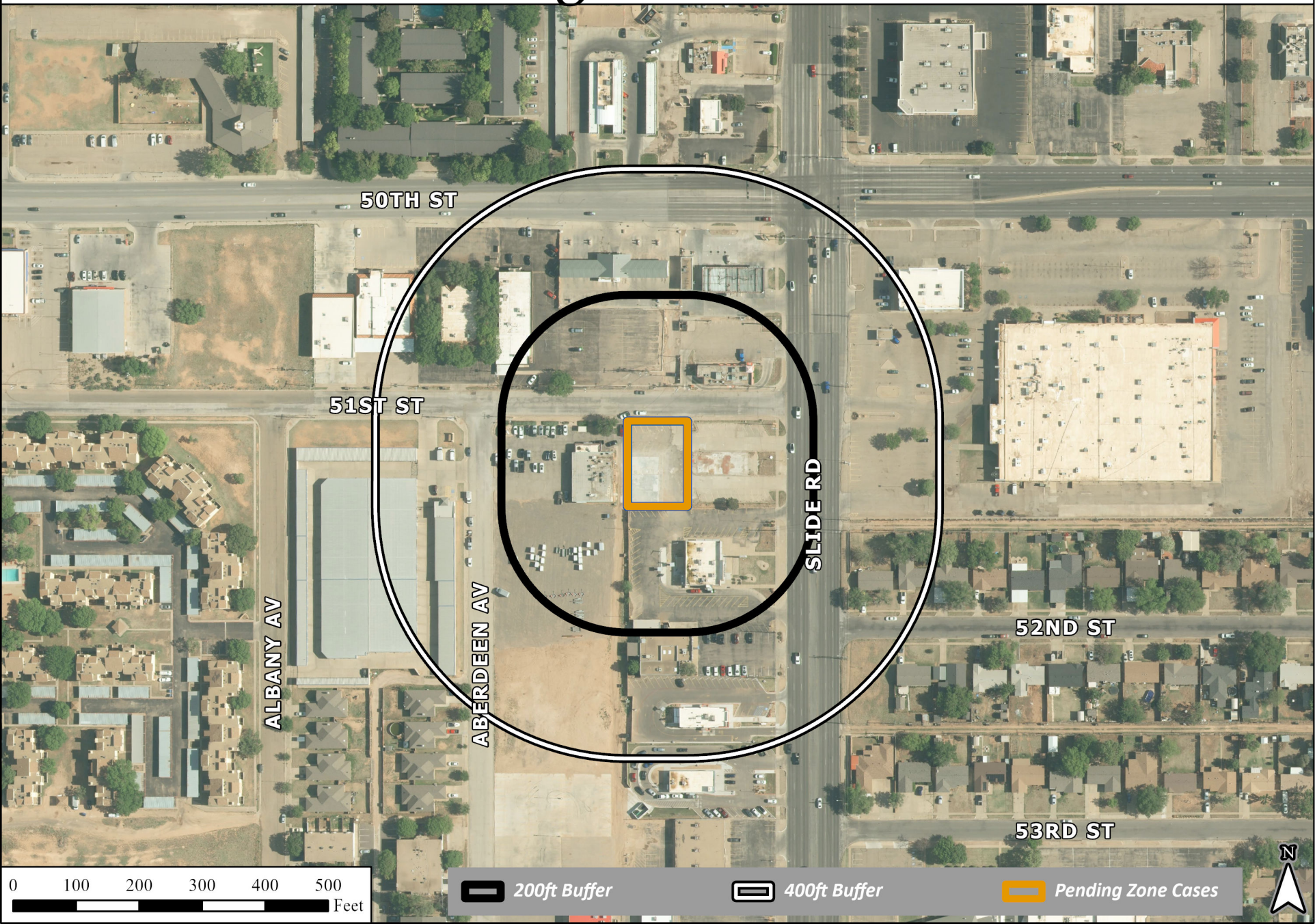


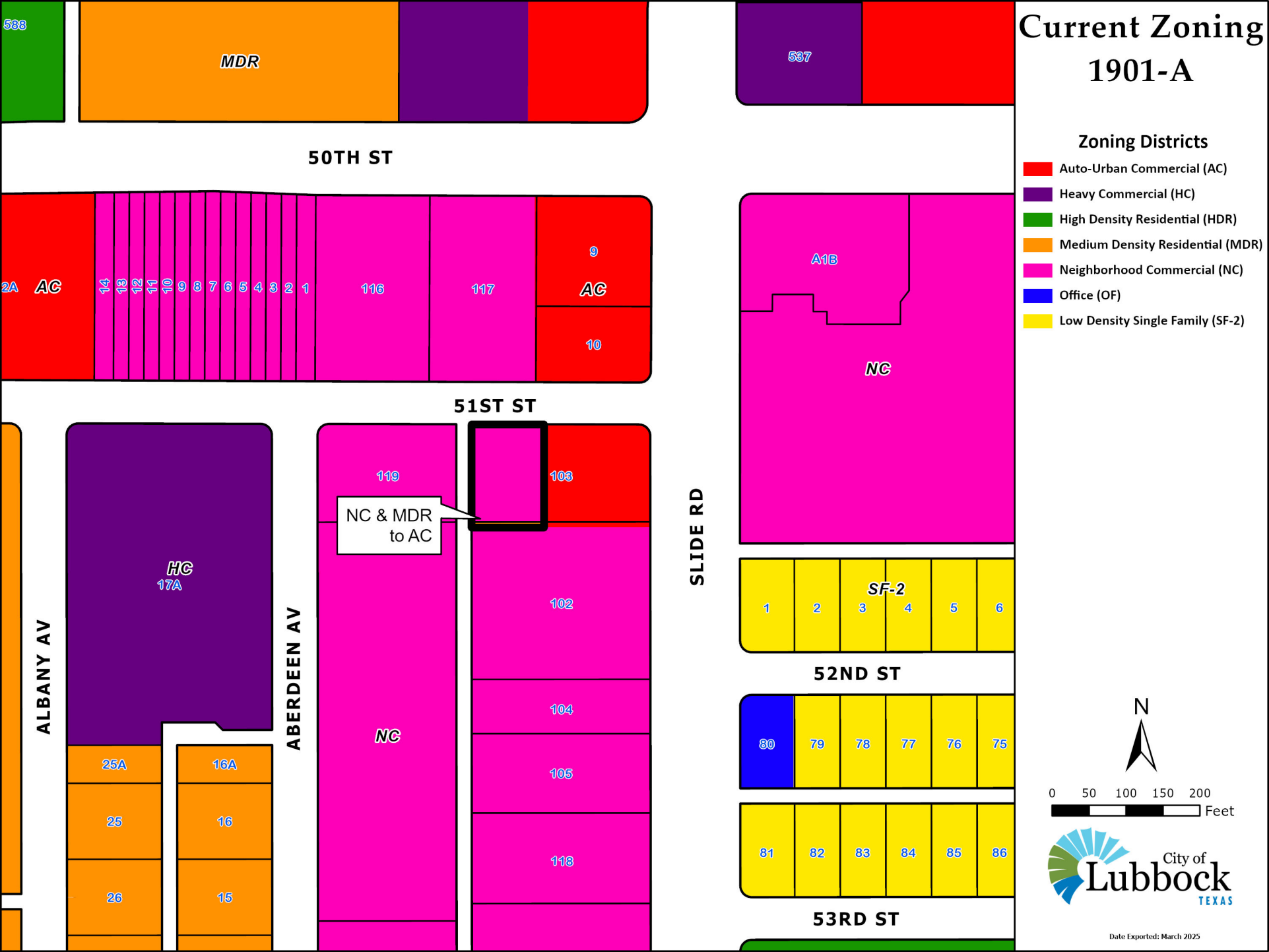
Created by Planning Department  
Date: 4/4/2025

0 135 270 540 Feet

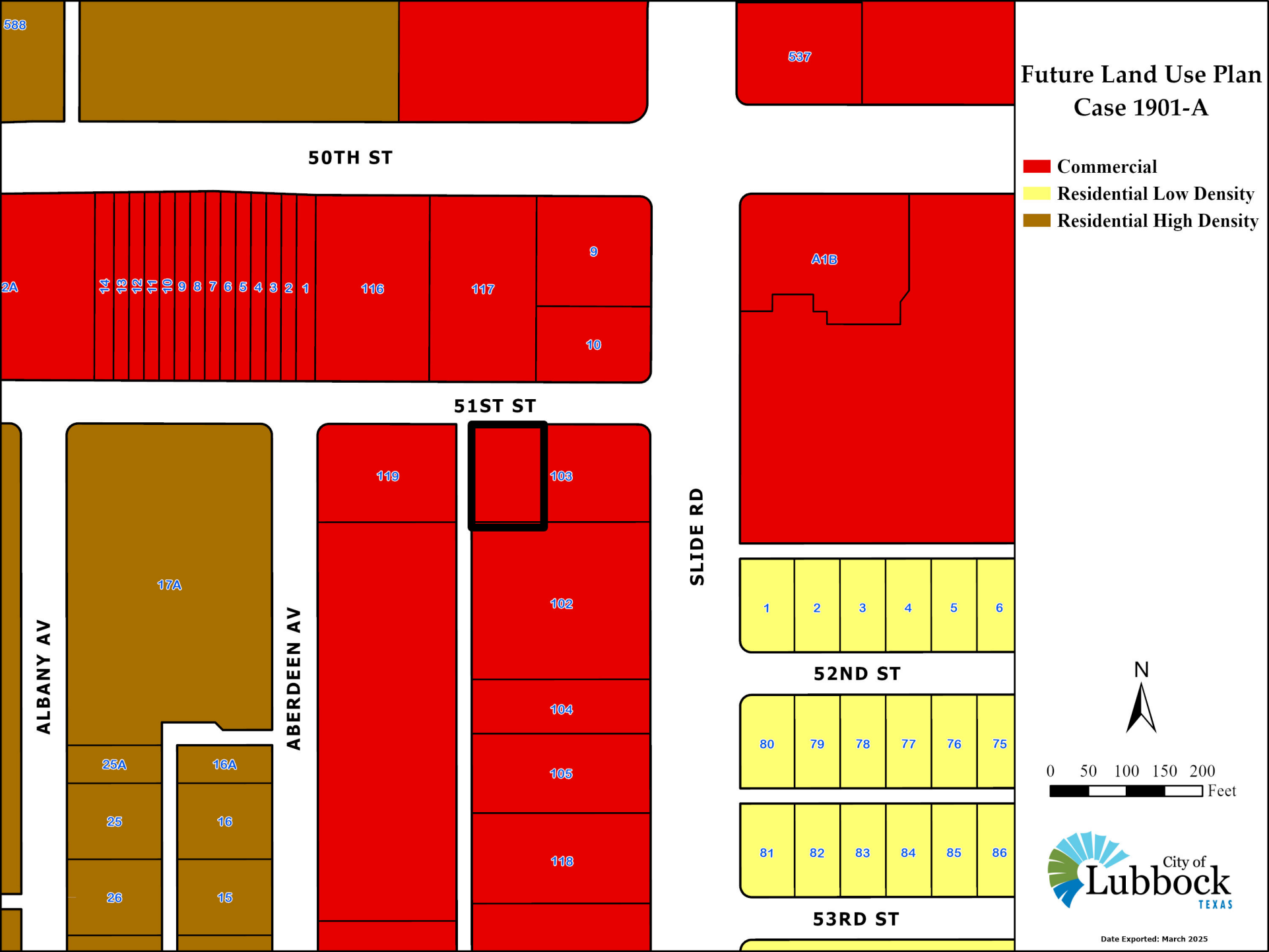


# Zoning Case 1901-A









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

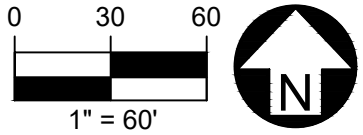
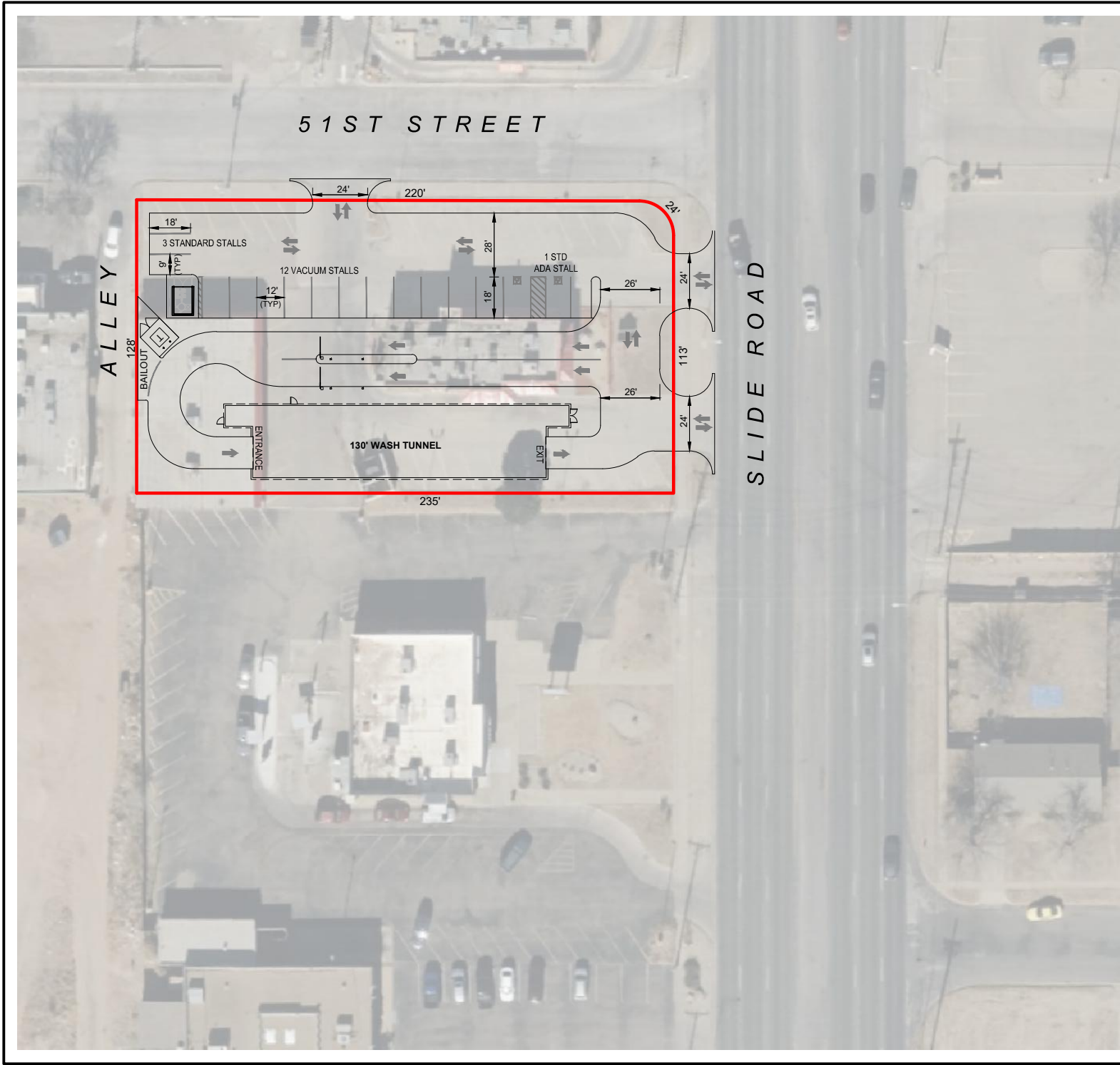
**For City Use Only**

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](mailto:cityplanning@mylubbock.us).





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:



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



# 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 51<sup>st</sup> 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](mailto:bburnett@7b.com)

🌐 [www.7bdev.com](http://www.7bdev.com)

📞 (806) 239-5511

📞 (806) 368-7843 x 408

13105 Dover Ave. Lubbock, TX 79424

7B Building & Development | 7B Commercial | 7B Real Estate | Champion Express Car Wash | Living Water Car Wash Inc.



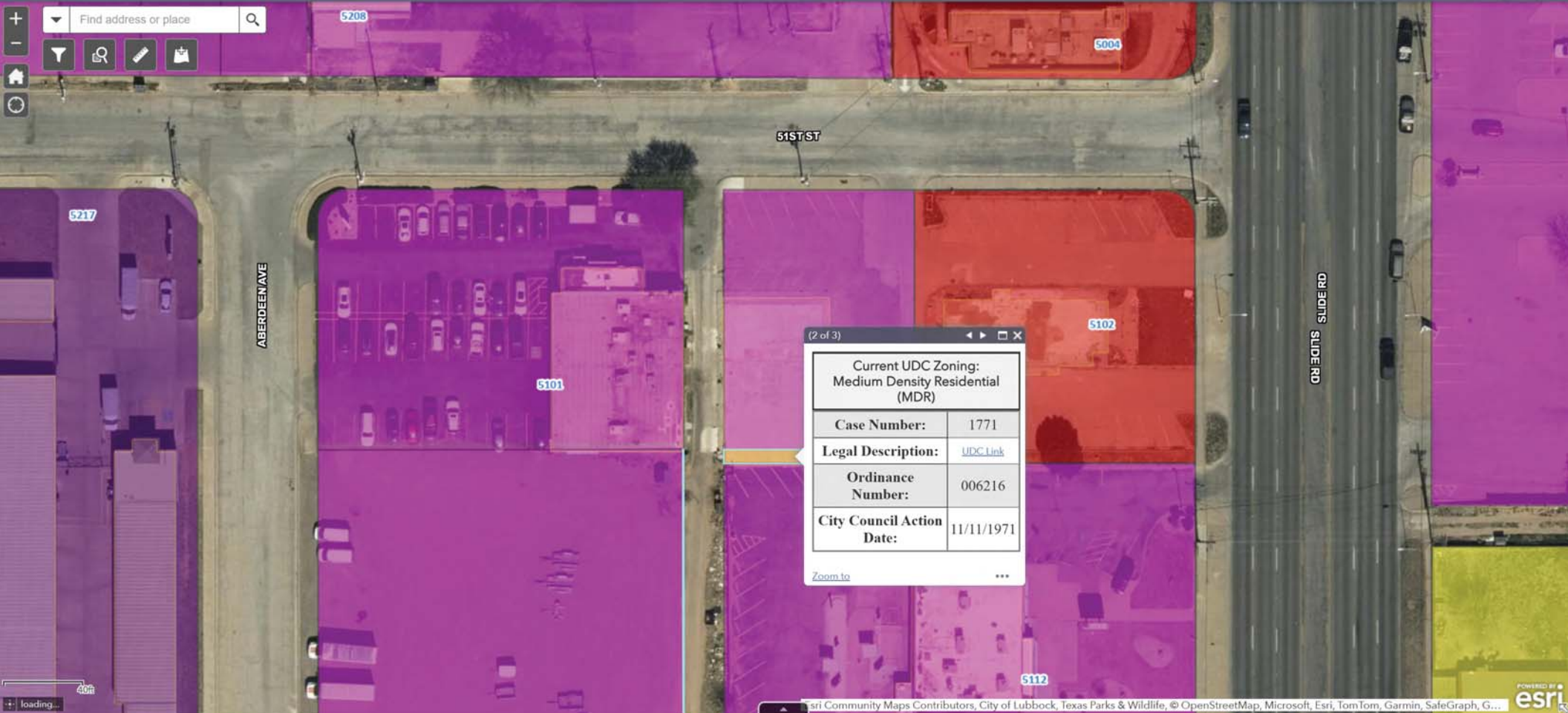


© 2025 Google

Google Earth

Imagery Date: 7/2023 33°32'49.04" N 101°55'22.10" W elev 82 ft eye alt 8 ft

Find address or place



(2 of 3)

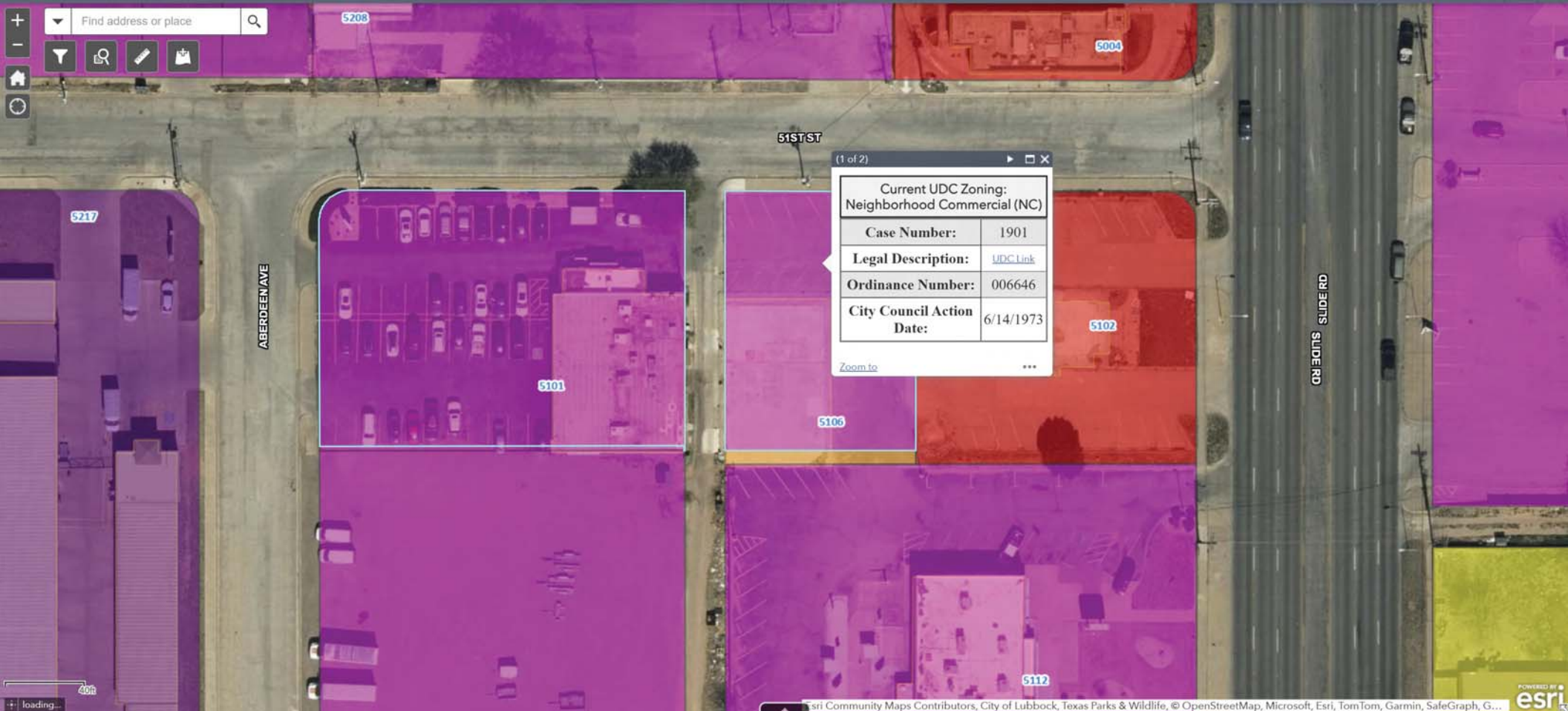
Current UDC Zoning: Medium Density Residential (MDR)	
Case Number:	1771
Legal Description:	<a href="#">UDC Link</a>
Ordinance Number:	006216
City Council Action Date:	11/11/1971

[Zoom to](#) ...



Find address or place

Map navigation controls: Home, Full Screen, Layers, Measure, Print, etc.



(1 of 2)

Current UDC Zoning: Neighborhood Commercial (NC)	
Case Number:	1901
Legal Description:	<a href="#">UDC Link</a>
Ordinance Number:	006646
City Council Action Date:	6/14/1973

[Zoom to](#) ...



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

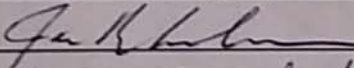
☐

Reasons and/or Comments:

Print Name

JOE AMBURN

Signature:



Address:

~~5040 52nd St~~ PO BOX 64667 LUB, 79464

Address of Property Owned:

5040 52nd St

Phone Number:

806 789 5008

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:

5108 - Slide Rd Lbk, TX 79424

Phone Number:

806-789-8676

Zone Case Number: **1901-A** R305198  
BUSLON INC  
BUSTER LONG 5109 82nd ST  
LUBBOCK TX 79424-3000

UNIT 7



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: [Signature]  
Address: 5109 82nd ST #7 PMB 1106 Lub, TX 79424  
Address of Property Owned: 5604 51st Rd Lub, TX 79424  
Phone Number: 806-789-8676

Zone Case Number: **1901-A**

R91294

LONG, BUSTER ESTATE

% BUSLON INC

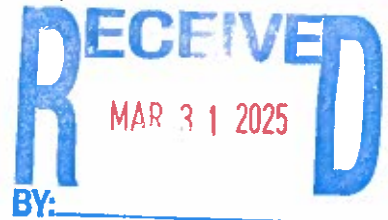
5109 82nd ST #7

PMB 1106

LUBBOCK

TX 79424

Recipient 23 of 26



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

Signature:

Address:

Address of Property Owned:

Phone Number:

Lisa Alexander c/o Buslon Inc  
Lisa Alexander  
5109- 82nd Unit #7 PMB 1106 Lbk, TX 79424  
5217- 51st Lbk, TX 79414  
806- 789- 8676

Zone Case Number: **1901-A** R25351  
BUSLON INC  
5109 82nd St #7 PMB 1106  
LUBBOCK TX 79424



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 Lub TX 79424

Address of Property Owned:

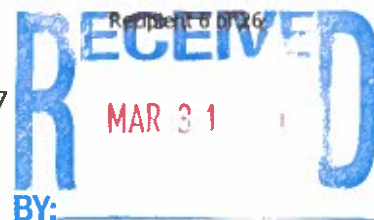
5131 Marden Ave Lub TX 79414

Phone Number:

806-789-8676

Zone Case Number: **1901-A** R25740  
BUSLON INC  
BUSTER LONG 5109 82nd ST  
LUBBOCK TX 79424-3000

UNIT 7



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 Davila II - President  
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**  
DAVILA FAMILY LTD  
5303 50TH ST  
LUBBOCK TX 79414

R70835

Recipient 11 of 26



---

## **Information**

### **Agenda Item**

**Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2025-O0057, 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.

### **Item Summary**

On April 22, 2025, the City Council approved the first reading of the ordinance, unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff 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

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## **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:**

  
Kristen Sager, Director of Planning

**APPROVED AS TO FORM:**

  
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3519  
April 3, 2025



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

A 14.123 ACRE TRACT OF  
LAND LOCATED IN SECTION 6,  
BLOCK AK, LUBBOCK COUNTY,  
TEXAS

**ZONING REQUEST** FROM HDR



VICINITY MAP  
NOT TO SCALE



**AMD**  
AMD Engineering, LLC  
6515 84th Street, Suite 300  
Lubbock TX 79424

**CIVIL ENGINEERING  
LAND SURVEYING**

Phone 806-771-5976  
Fax 806-771-7825  
TSP# Reg # F-8197

*Accuracy • Efficiency • Integrity*

QUAKER AVENUE

UNPLATTED  
OWNER: LUBBOCK COOPER  
ISD

WOODROW ROAD

Staff Report		Zone Case 3519
City Council Meeting		April 22, 2025

<b><u>Applicant</u></b>	AMD Engineering, LLC
<b><u>Property Owner</u></b>	Red Canyon Development, LLC
<b><u>Council District</u></b>	4

#### **Prior Board or Council Action**

- December 13, 2022, Ordinance No. 00173: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from 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](mailto:sbrackeen@mylubbock.us)

Gregory Hernandez  
Planning and Zoning Manager  
Planning Department  
806-775-3147  
[ghernandez@mylubbock.us](mailto: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.

### ***Draft 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.

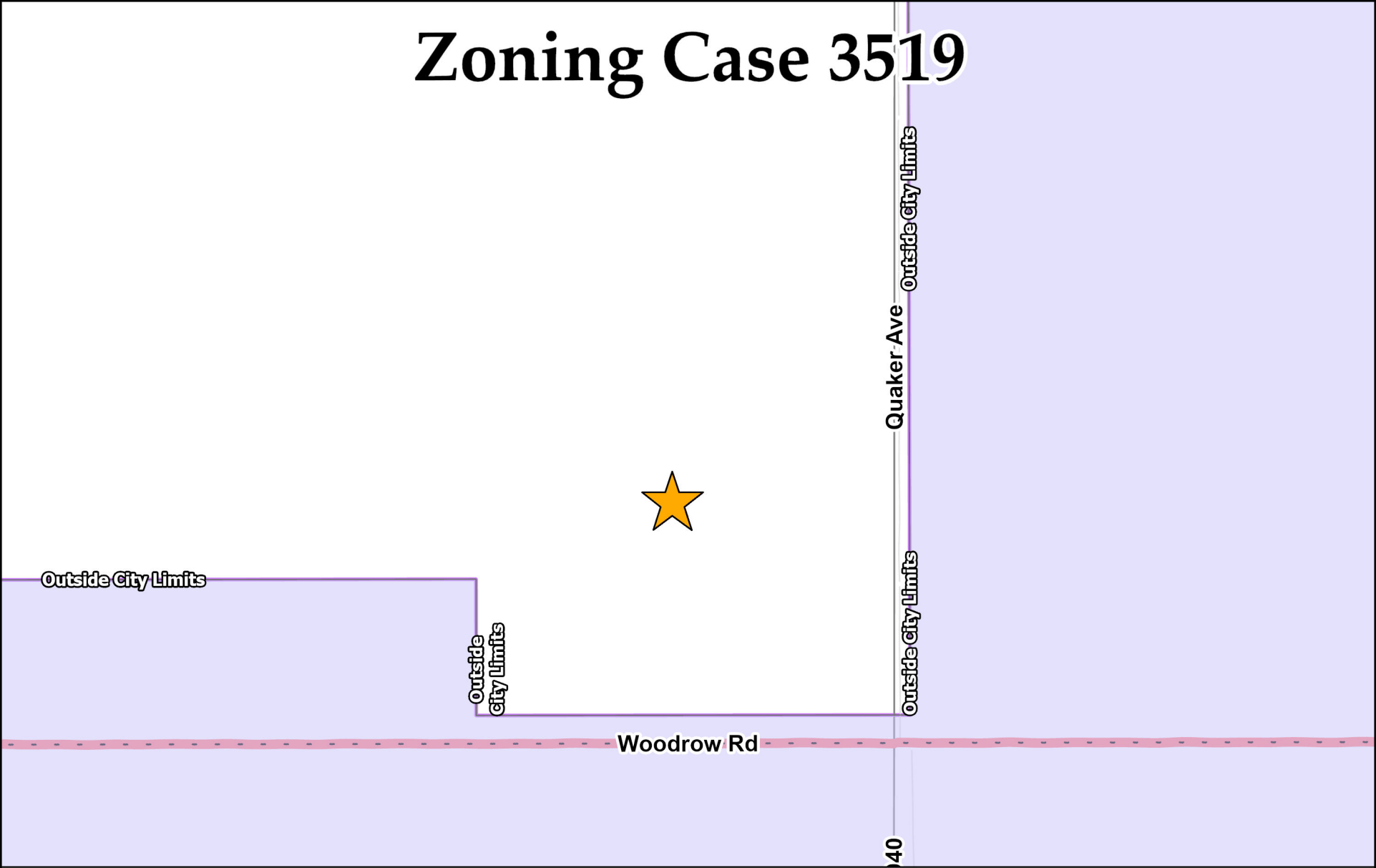
**PLANNER SAM BRACKEEN** gave a presentation and answered questions from the Commission. Staff has no objection to the request.

**APPLICANT WILL STEPHENS**, 6515 68<sup>th</sup> Street, with AMD Engineering, gave comments about the request and answered questions from the Commission.

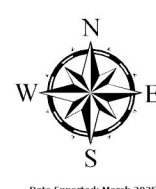
No one appeared to speak in favor or in opposition to the request.

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










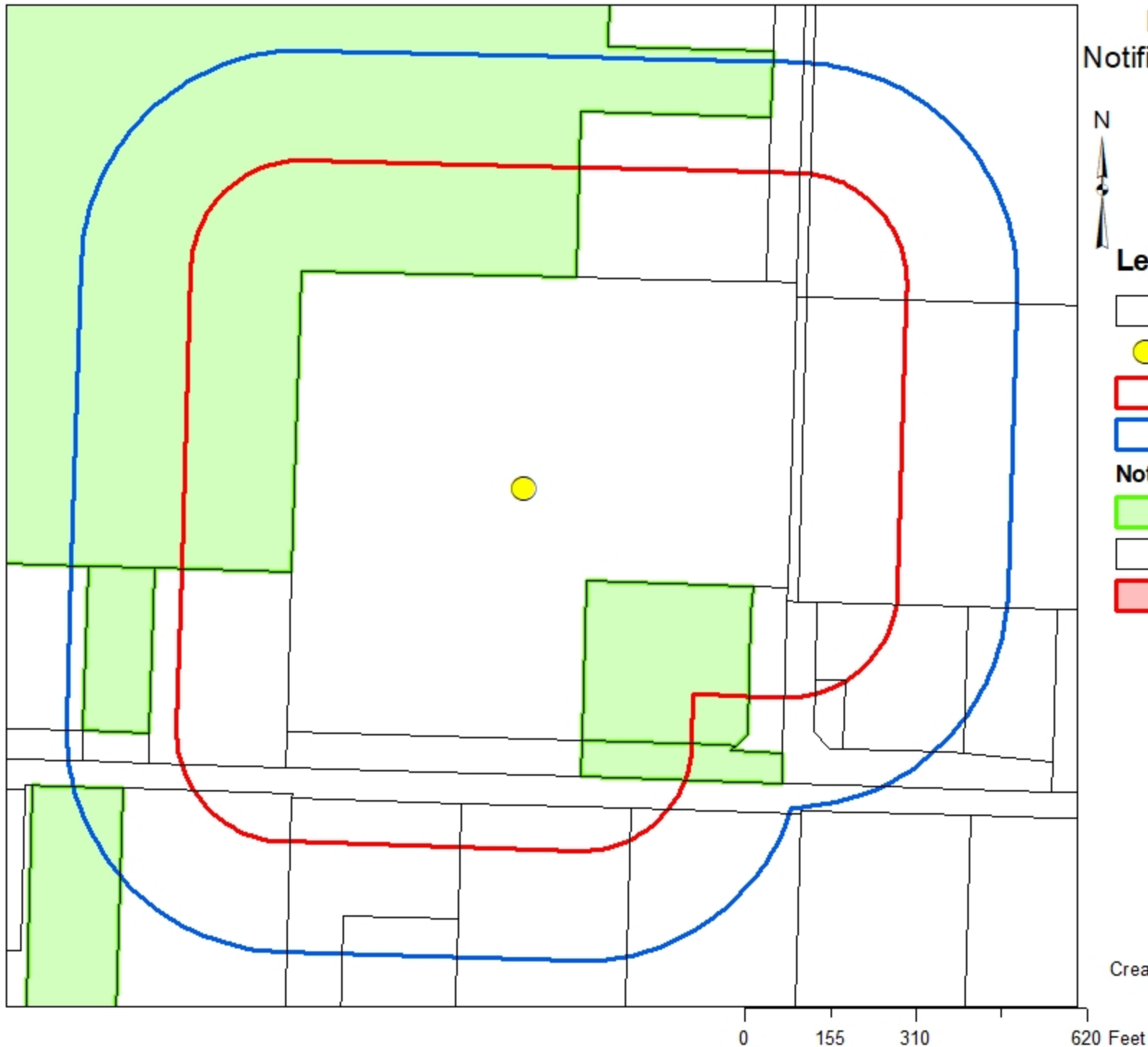


# PZC Mailout Notifications Received



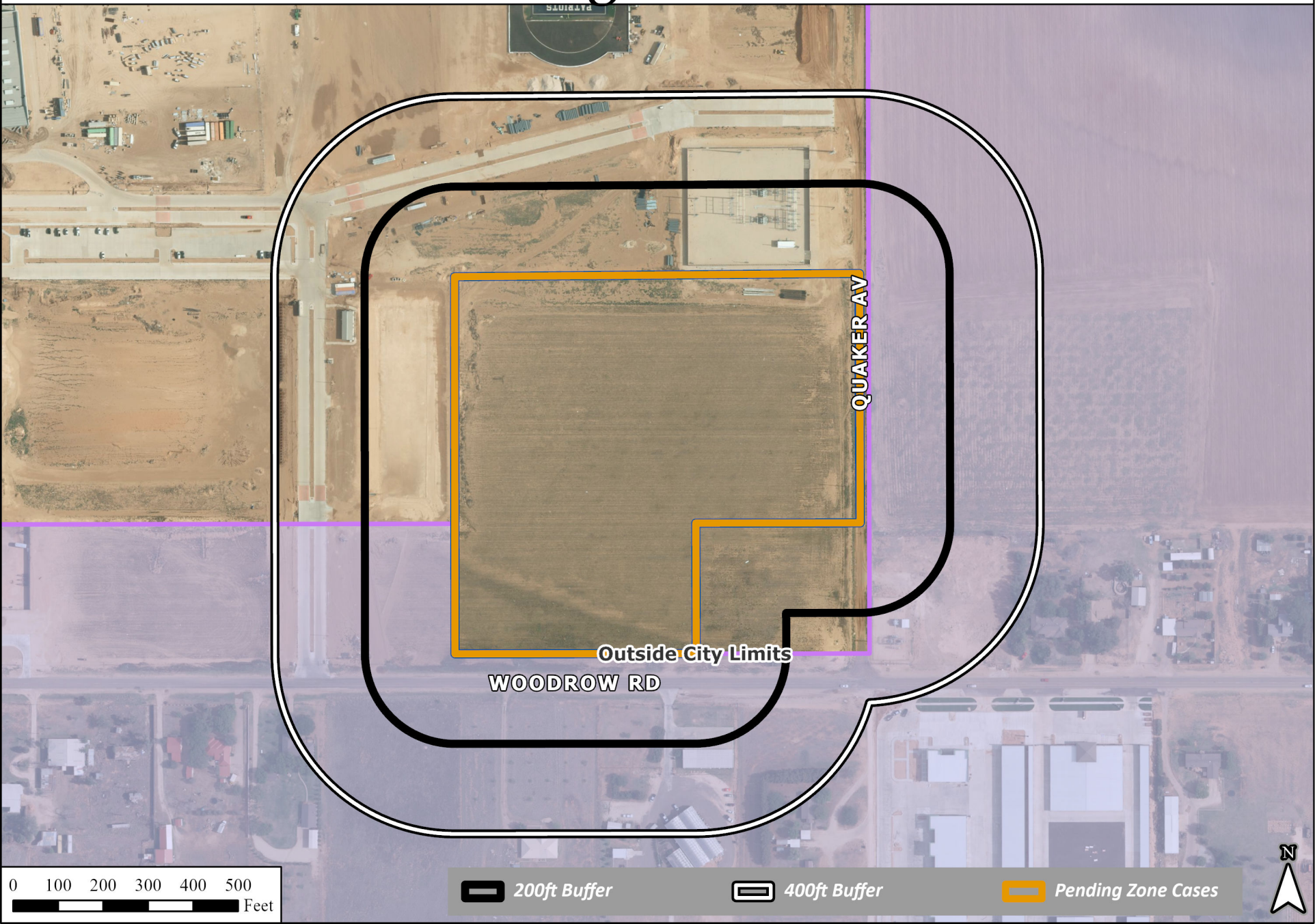
## Legend

-  LCAD.DBO.TaxParcel
-  LocatorPnt3519
-  MailoutBuffer3519\_200ft
-  MailoutBuffer3519\_400ft
- Notification Result**
  -  In Favor
  -  No Feedback
  -  Opposed



Created by Planning Department  
Date: 3/31/2025

# Zoning Case 3519



## 3519

### Low Density Single Family (SF-2)

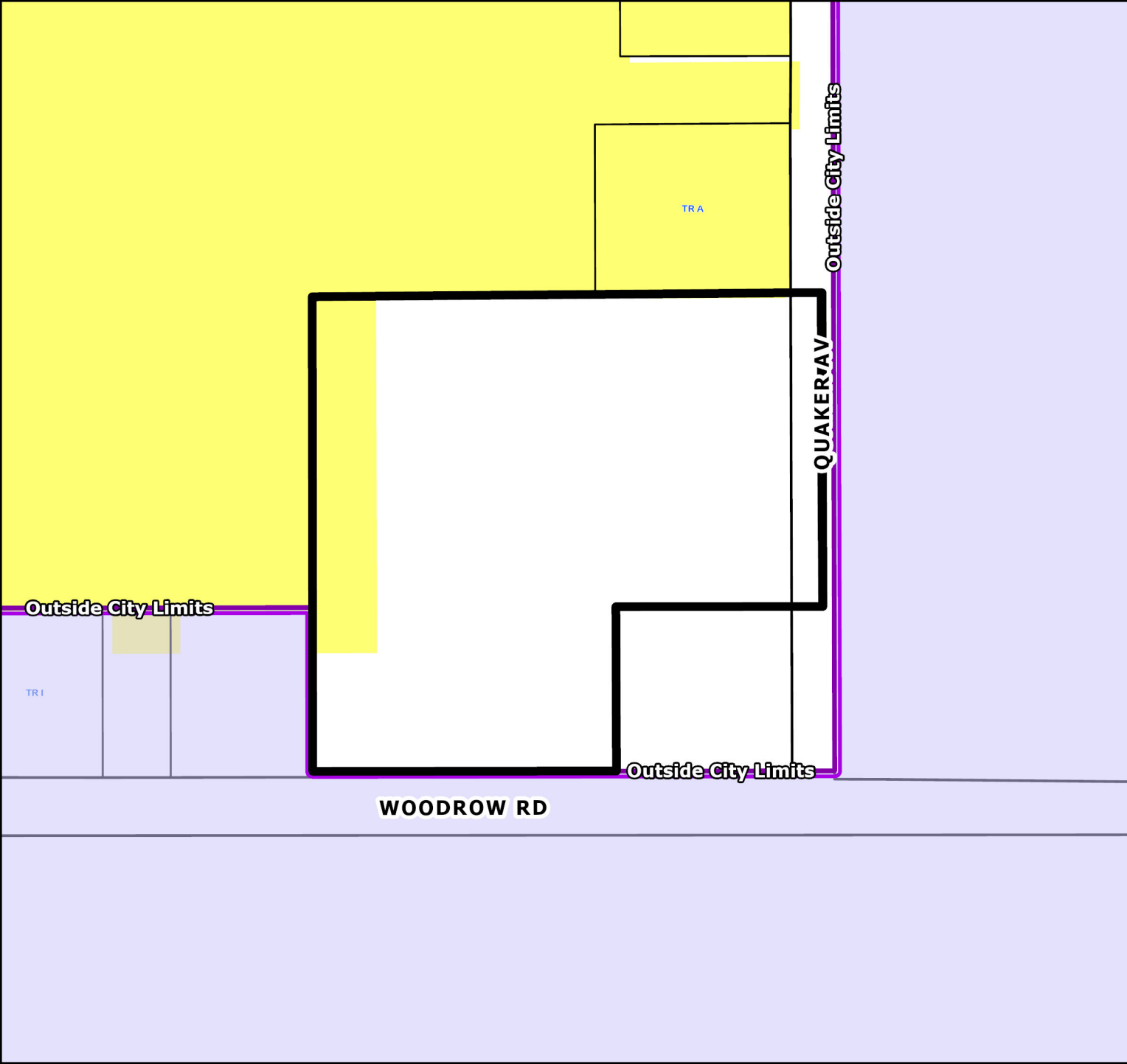


0 100 200 300 400 Feet



# Future Land Use Plan Case 3519

 Residential Low Density





3519



View west. Subject property.



View north.

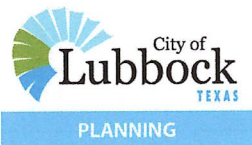


View east.



View south.





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: [Signature]  
 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: [Signature]  
 Date: 2/25/2025 Printed Name: Blake Womble

**Preparer Information**

Preparer's Signature: [Signature]  
 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](mailto: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 Andre Mitchell

Signature: 

Address: 1201 S Taylor Amarillo TX 79101

Address of Property Owned: 4414 Woodson Rd Lubbock, TX 79424

Phone Number: 806.803.8007

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

Andres Mitchell

Signature:

[Handwritten 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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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

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**  
LUBBOCK COOPER ISD  
13807 INDIANA AVE  
LUBBOCK TX 79423

R338537

Recipient 13 of 22

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**

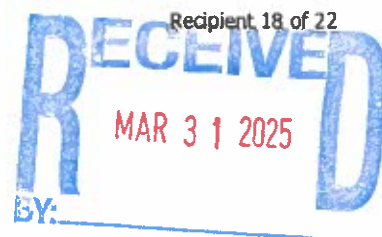
In Favor ☒

~~Opposed~~ ☐

Reasons and/or Comments:

Print Name Lee & JoBeth Lowery  
Signature: Lee & Lowery Jo Beth Lowery  
Address: 4521 WOODROW LUBBOCK TX 79438  
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



---

## **Information**

### **Agenda Item**

**Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2025-O0058, 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.

### **Item Summary**

On April 22, 2025, the City Council approved the first reading of the ordinance, unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff 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





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'

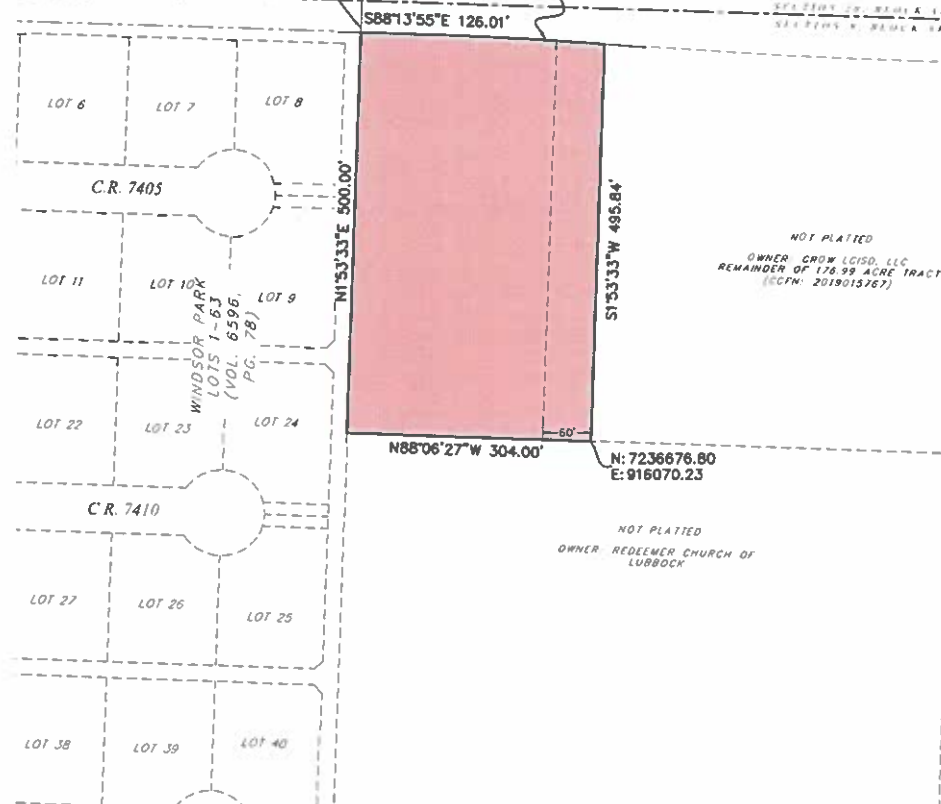
 - ZONING REQUEST HC FROM SF-2

POINT OF BEGINNING  
NORTHING: 7,237,186.56  
EASTING: 915,782.94

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

R=7858.00'  
L=178.05'  
Δ=1°16'55"  
CH=178.05'  
CB=S86°40'52"E

F.M. 1585/ "130TH STREET"



VICINITY MAP  
NOT TO SCALE



SCALE: 1" = 150'



CIVIL ENGINEERING  
LAND SURVEYING

AMD Engineering, LLC  
6615 6th Street, Suite 300  
Lubbock, TX 79424

Phone: 806-771-5976  
Fax: 806-771-7625  
TBPE Reg # F-4197

Accuracy - Efficiency - Integrity

NOT PLATTED  
OWNER: CROW LCISD, LLC  
REMAINDER OF 176.99 ACRE  
TRACT  
(CCPN: 2019015167)



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. 2008-00104: The subject properties were annexed into the city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-00054 (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 130<sup>th</sup> Street located south of 130<sup>th</sup> 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](mailto:cassiebermea@mylubbock.us)

Gregory Hernandez  
Planning and Zoning Manager  
Planning Department  
806-775-3147  
[ghernandez@mylubbock.us](mailto: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.

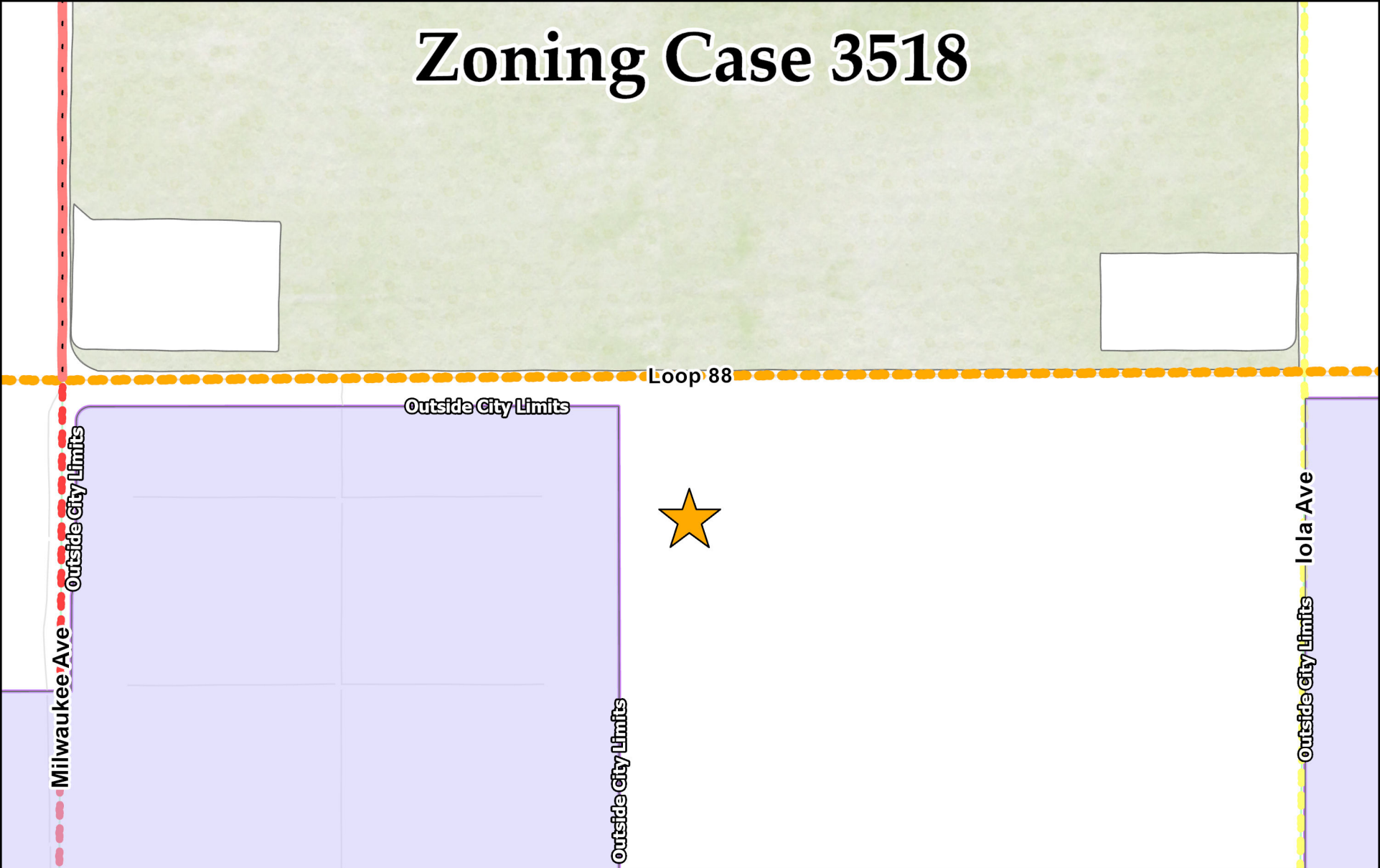
**PLANNER CASSIE BERMEA** gave a presentation and answered questions from the Commission. Staff has no objection to the request.

**APPLICANT WILL STEPHENS**, 6515 68<sup>th</sup> 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

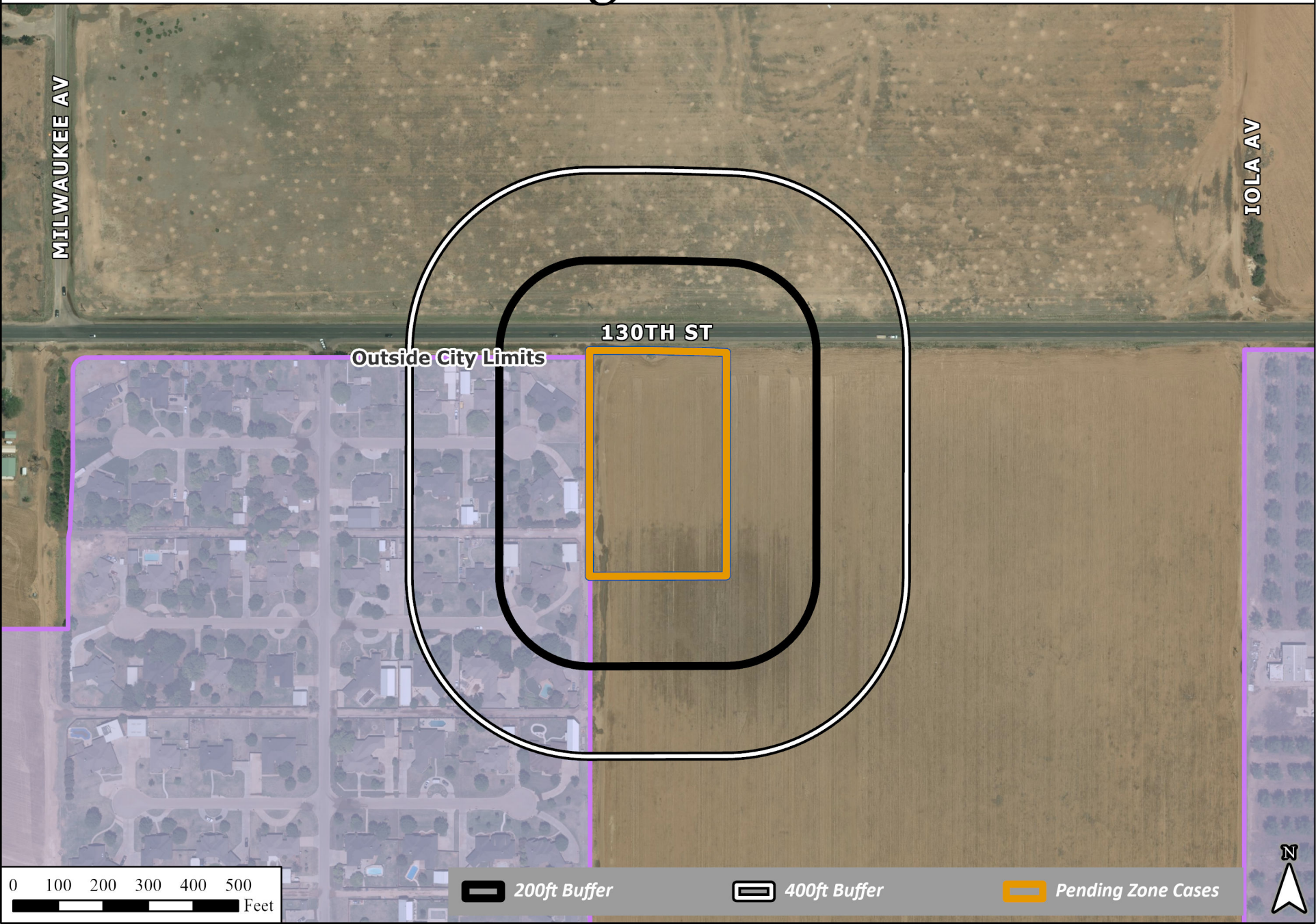


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop





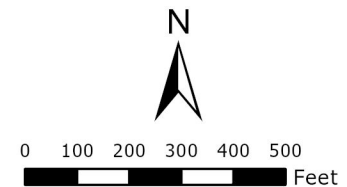
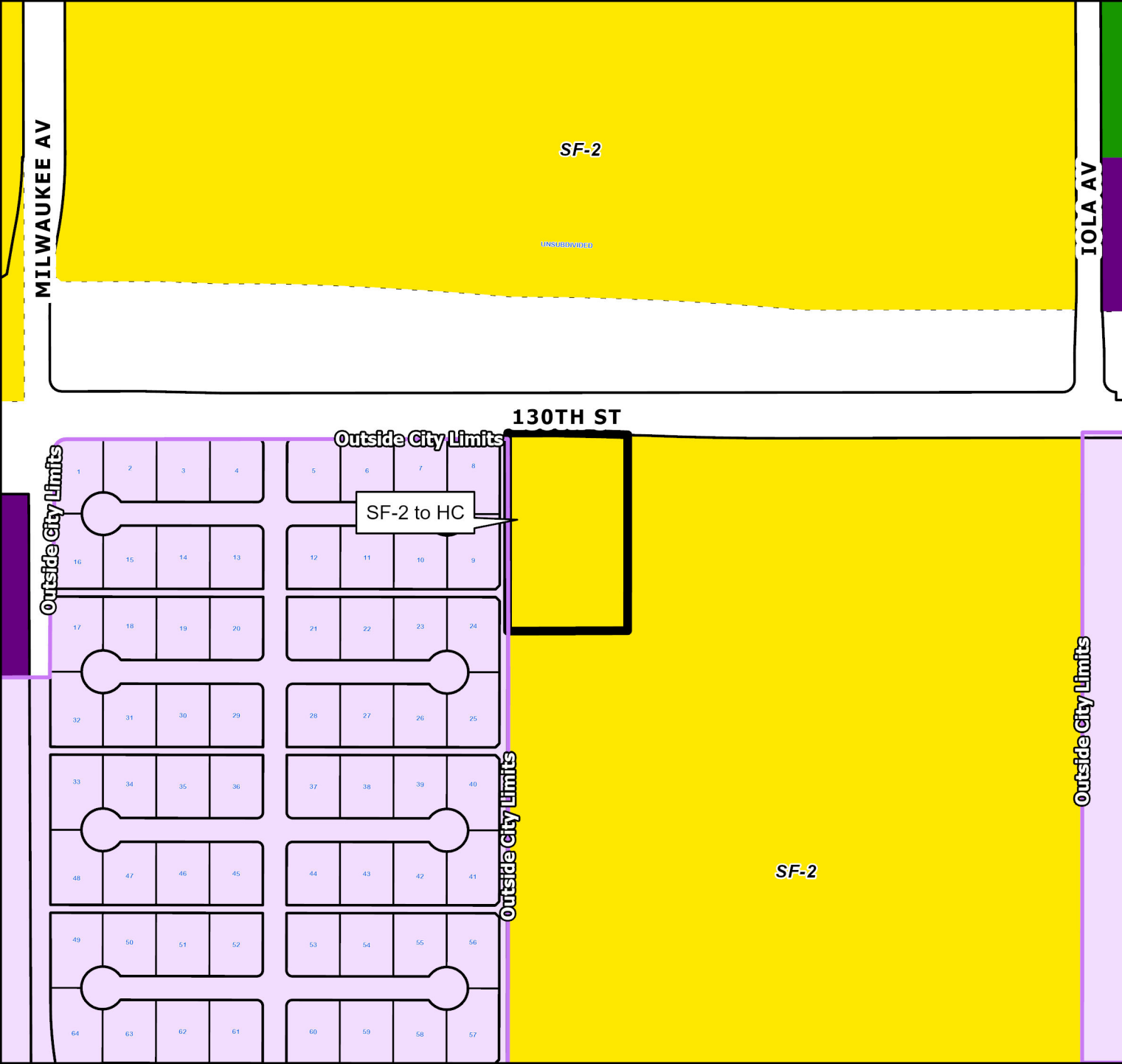
# Zoning Case 3518



# Current Zoning 3518

## Zoning Districts

-  Heavy Commercial (HC)
-  High Density Residential (HDR)
-  Low Density Single Family (SF-2)



MILWAUKEE AV

IOLA AV

# Future Land Use Plan Case 3518

- Commercial
- Parks
- Residential Low Density

130TH ST

Outside City Limits

Outside City Limits



0 100 200 300 400 500  
Feet



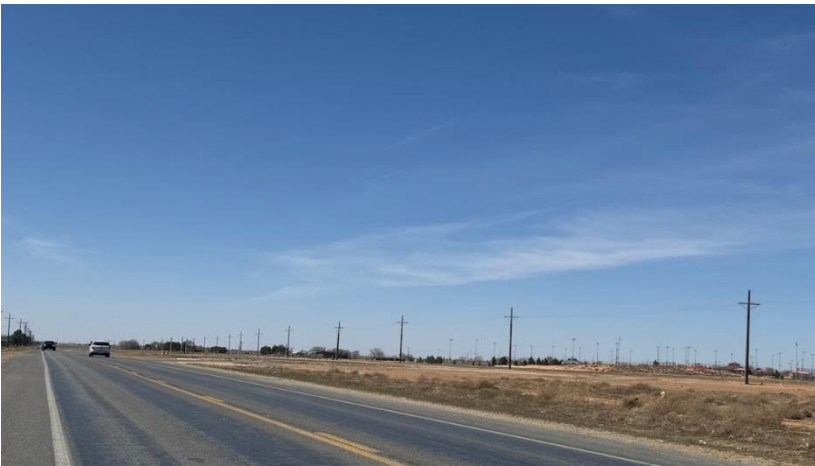




East View



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](mailto:cityplanning@mylubbock.us).

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## **Information**

### **Agenda Item**

**Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2025-O0059, 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.

### **Item Summary**

On April 22, 2025, the City Council approved the first reading of the ordinance, unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff 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

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## **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



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

**A 15.00 ACRE TRACT OF LAND  
LOCATED IN SECTION 22,  
BLOCK AK, LUBBOCK COUNTY,  
TEXAS**

• ZONING REQUEST NC FROM SF-2



VICINITY MAP

NOT TO SCALE



AMD Engineering, LLC  
6515 68th Street, Suite 300  
Lubbock, TX 79424

CIVIL ENGINEERING

Phone: 806-771-5976  
Fax: 806-771-7625  
TBPE Reg # F-9197

Accuracy • Efficiency • Integrity



<b>Staff Report</b>	<b>Zone Case 3521</b>
<b>City Council Meeting</b>	<b>April 22, 2025</b>

**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. 2023-00054 (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 104<sup>th</sup> Street, located west of Milwaukee Avenue and north of 104<sup>th</sup> 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 104<sup>th</sup> Street. The Master Thoroughfare Plan, 2018, designates 104<sup>th</sup> 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 104<sup>th</sup> 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](mailto:jmagar@mylubbock.us)

Greg Hernandez  
Planning and Zoning Manager  
Planning Department  
806-775-3147  
[ghernandez@mylubbock.us](mailto:ghernandez@mylubbock.us)

## Case Information: Zone Case 3521



**Allowable Uses:** [Neighborhood Commercial District \(NC\)](#)

**Transportation:** The proposed development has a point of access from 104<sup>th</sup> Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
104th Street, Collector Street, <i>Incomplete</i>	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 68<sup>th</sup> Street, with AMD Engineering, gave comments about the request and answered questions from the Commission.

**IN OPPOSITION KEVIN KENNY**, 6619 100<sup>th</sup> 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



Milwaukee Ave

104th St

## Collector

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

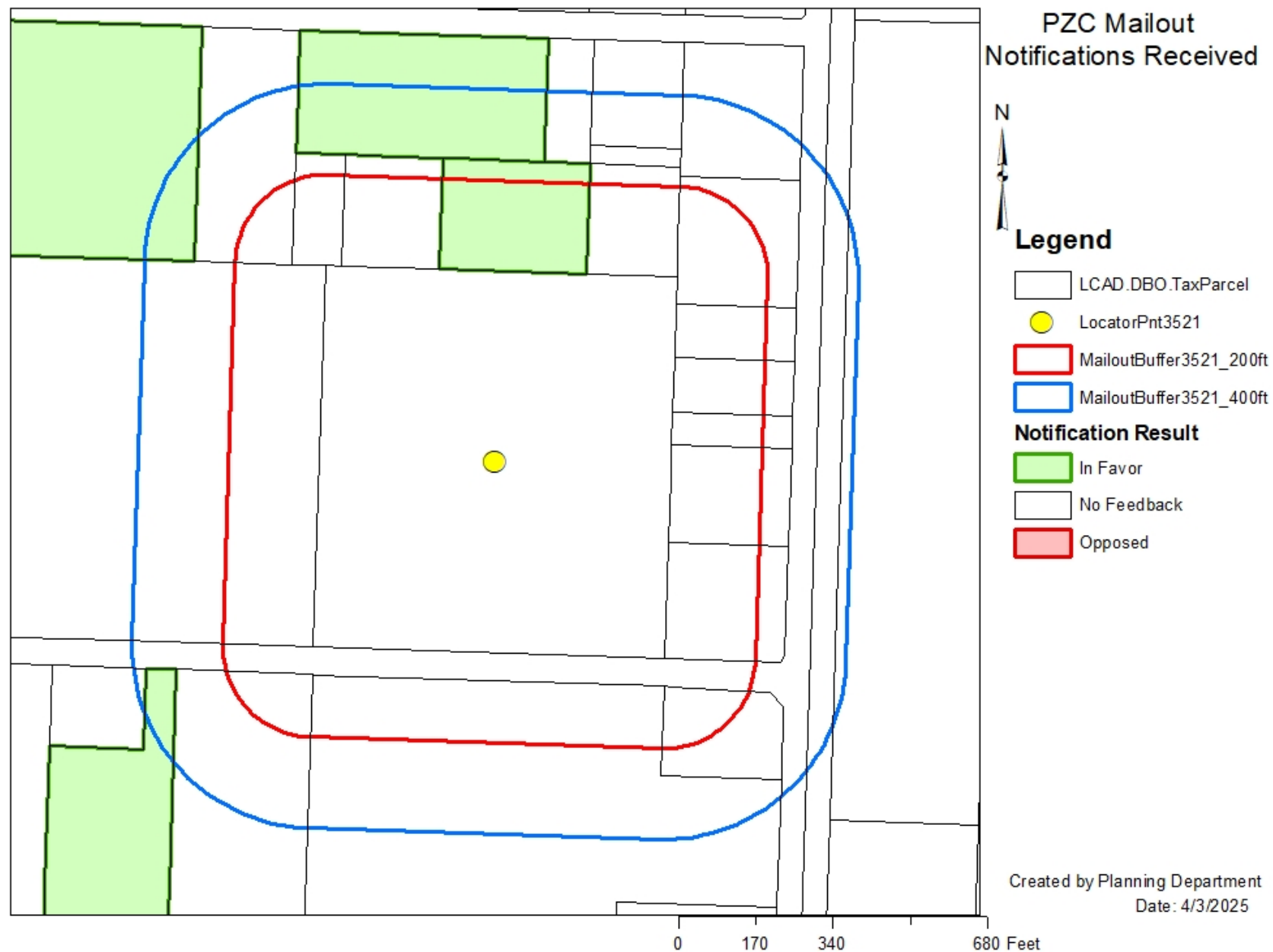
- Completed
- Partial
- Future

## Freeway

- Completed
- Partial
- Proposed Outer Loop

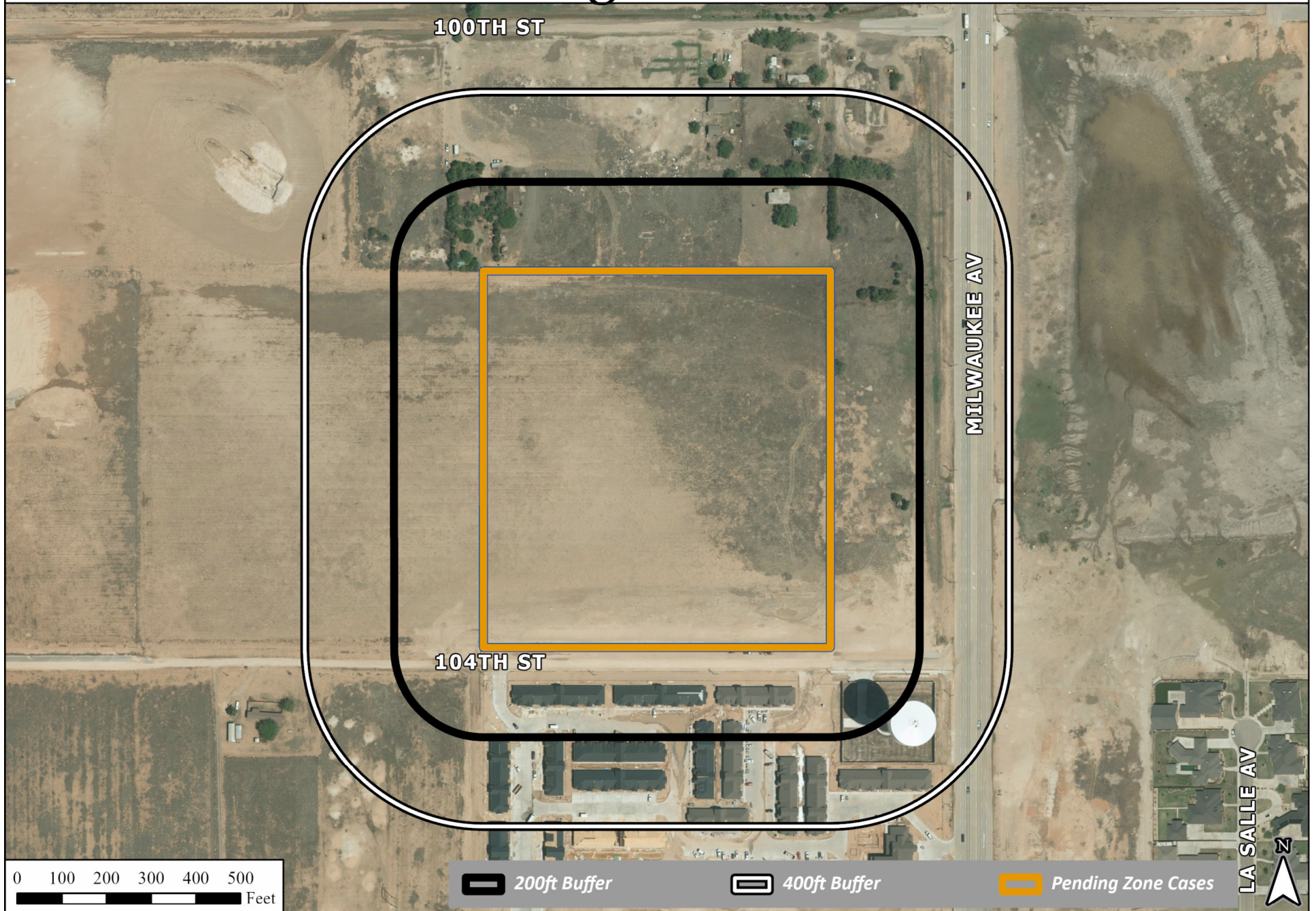


Date Exported: March 2025





# Zoning Case 3521

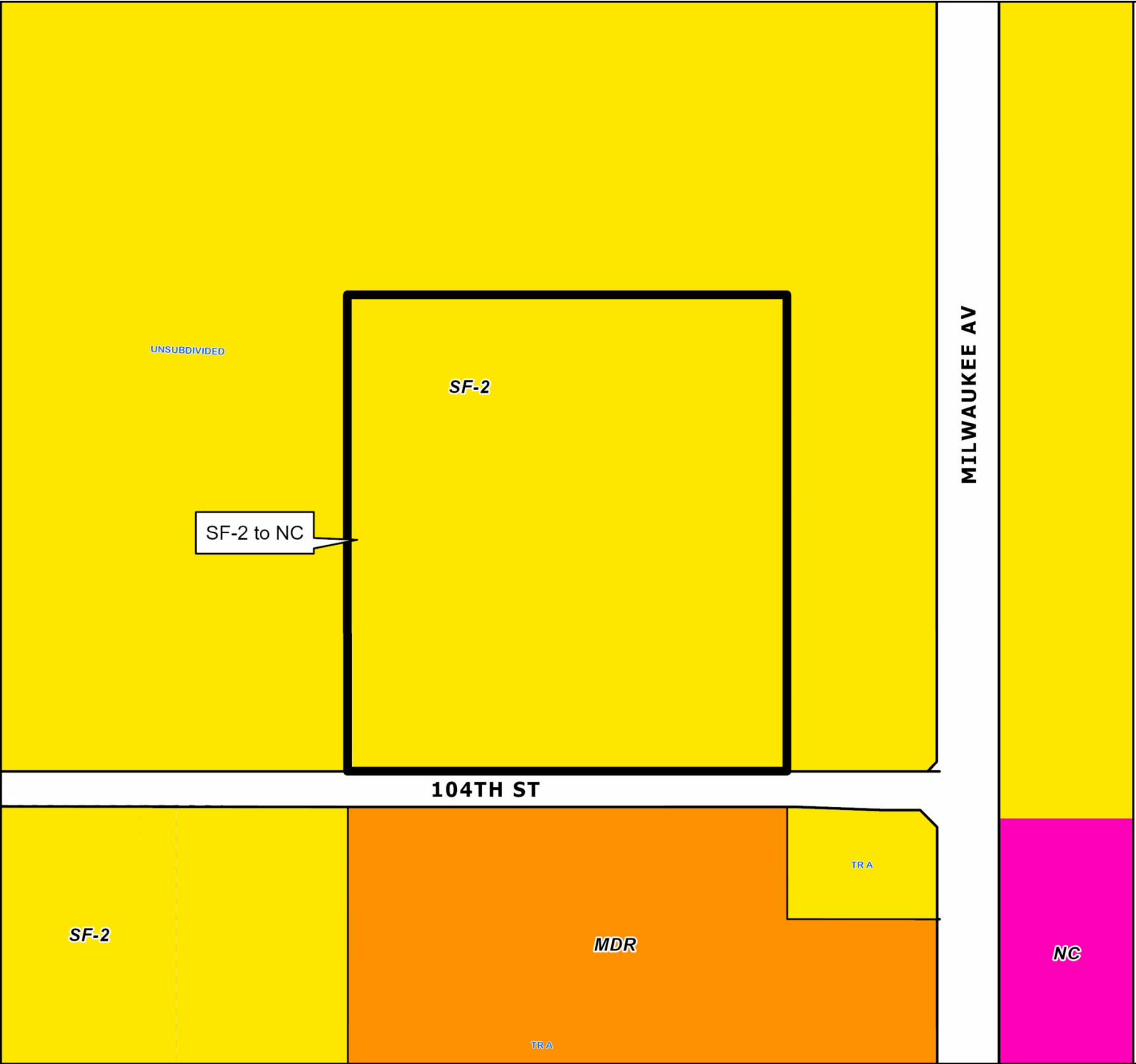


# Current Zoning

## 3521

### Zoning Districts

- Medium Density Residential (MDR)
- Neighborhood Commercial (NC)
- Low Density Single Family (SF-2)





**Future Land Use Plan  
Case 3521**

 **Residential Low Density**

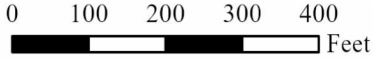
**MILWAUKEE AV**

**104TH ST**

UNSUBDIVIDED

TRA

TRA



Date Exported: March 2025

3521



View north. Subject property.



View south.

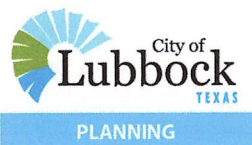


View west.



View east.






Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

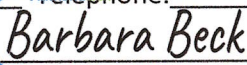
**Project Information**

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:  02/27/25  
 Date: February 26, 2025 Printed Name: Barbara Beck

**Preparer Information**

Preparer's Signature:   
 Date: 2/27/2025 Printed Name: Will Stephens

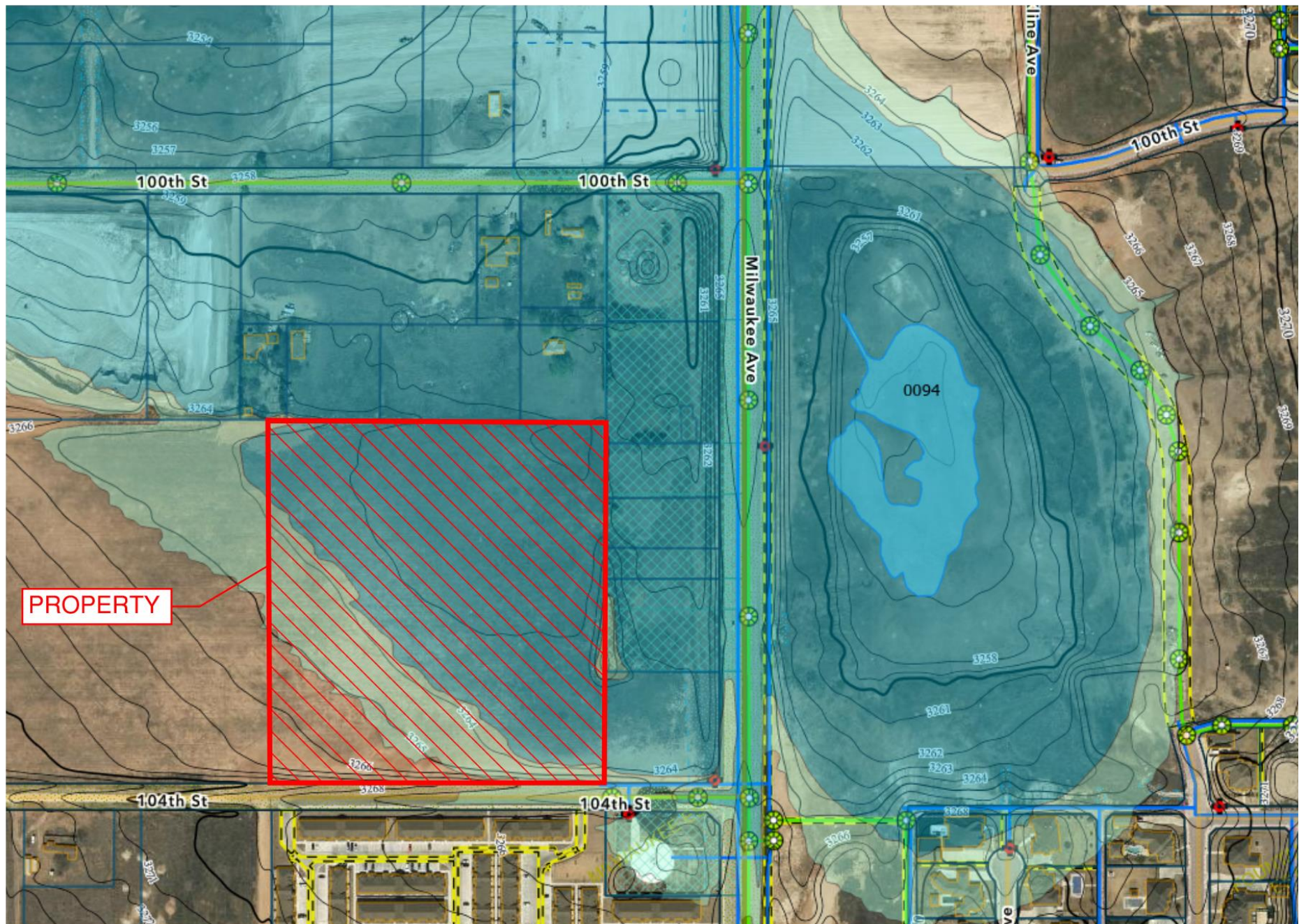
**For City Use Only**

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](mailto: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.: **3521**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name Marc Skyston  
Signature:   
Address: 6306 Iola Ave Ste. 200 Lubbock TX  
Address of Property Owned: 6703 100th St.  
Phone Number: amorec@conspropertiesinc.com

Zone Case Number: **3521** R30236  
DENIM SKY CAPITAL LTD  
6306 IOLA AVE STE 200  
LUBBOCK TX 79424

Recipient 25 of 25

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.

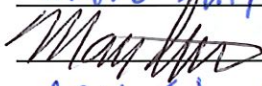
If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

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:        
Address:      6306 Iola Ave Ste. 200 Lubbock TX  
Address of Property Owned:      6521 100th St.  
Phone Number:      amoores@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

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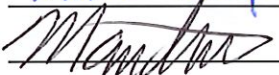
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:      P&Z Case No.:      **3521**

In Favor      ✓

Opposed            

Reasons and/or Comments:

Print Name      Marc Shipton  
Signature:        
Address:      6306 Iola Ave Ste 200 Lubbock, TX  
Address of Property Owned:      6523 100th St.  
Phone Number:      amaore@cmspropertiesinc.com

Zone Case Number: **3521**      R32036  
DENIM SKY CAPITAL LTD  
6306 IOLA AVE      STE 200  
LUBBOCK      TX      79424

Recipient 6 of 25



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**

R29838

Recipient 22 of 25

BROCK, STEPHEN PATE  
21120 SECRETARIAT LN  
PFLUGERVILLE TX 78660

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## Information

### Agenda Item

**Public Hearing - Planning:** Hold a public hearing and consider an ordinance for a request for annexation, from Nicolett Land Company, LLC, to annex an area of approximately 121.80 acres, adjacent to the southwestern city limits of the City of Lubbock, south of 130th Street (Loop 88) and west of Milwaukee Avenue, into Lubbock's corporate limits.

### Item Summary

On April 22, 2025, the City Council approved a resolution adopting the Municipal Service Plan for the request, which was agreed upon by the City of Lubbock and the property owner.

The next step in the voluntary annexation process is to hold a public hearing. Following the public hearing, the City Council may consider an ordinance annexing approximately 121.80 acres, adjacent to the southwestern city limits of the City of Lubbock, south of 130th Street (Loop 88) and west of Milwaukee Avenue, into Lubbock's corporate limits, along with the adjacent right-of-way.

### Fiscal Impact

None

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

Kristen Sager, Director of Planning

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## Attachments

Ordinance - Loop 88 & Milwaukee

Municipal Services Agreement - Loop 88 & Milwaukee

Petition - Loop 88 & Milwaukee

Map - Loop 88 & Milwaukee

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE: ANNEXING INTO THE CITY OF LUBBOCK, TEXAS OF AN AREA GENERALLY DESCRIBED AS APPROXIMATELY 121.80 ACRES SOUTH OF 130<sup>TH</sup> STREET AND WEST OF MILWAUKEE AVENUE, LOCATED IN THE CITY OF LUBBOCK'S EXTRATERRITORIAL JURISDICTION, LUBBOCK COUNTY, TEXAS, WITH SUCH AREA BEING CONTIGUOUS TO THE EXISTING CITY LIMITS; PROVIDING FOR THE CORRECTION OF THE CITY MAP TO INCLUDE THE AREA ANNEXED THROUGH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, the City Council of the City of Lubbock (the "City Council"), received from the property owners (the "Petitioners") of an area of land generally described as approximately 121.80 acres south of 130<sup>th</sup> Street and west of Milwaukee Avenue, located in the City of Lubbock's extraterritorial jurisdiction, Lubbock County, Texas contiguous to the city limits (the "Area"), a written petition requesting the annexation of the Area into the boundaries of the City of Lubbock; and

**WHEREAS**, in accordance with Sec. 43.0672 of the Texas Local Government Code, the City Council entered into a Municipal Services Agreement (the "Agreement") attached hereto and incorporated herein as "Exhibit A", by and between the City of Lubbock and the Petitioners at the City Council's regularly scheduled meeting on April 22, 2005; and

**WHEREAS**, the City Council deems it to be in the best interest of the citizens of the City of Lubbock to annex the Area into the City of Lubbock through this Ordinance; **NOW THEREFORE**,

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

**SECTION 1. THAT** the Area is hereby annexed into, and included within, the corporate limits of the City of Lubbock, Texas. Such Area is depicted and described in the attached "Exhibit B", and is incorporated herein for all intents and purposes. Such Area is contiguous to the existing corporate limits of the City of Lubbock, Texas.

**SECTION 2. THAT** the City Council hereby declares it to be its purpose to annex into the City of Lubbock every part of the Area. Should this Ordinance for any reason be ineffective as to any part or parts of the Area hereby annexed into the City of Lubbock for full purposes, the ineffectiveness of this Ordinance as to any such part or parts shall not affect the effectiveness of this Ordinance as to the remainder of the Area.

**SECTION 3. THAT** the City Engineer, or his designee, is hereby authorized and directed to correct the map of the City of Lubbock by adding thereto the Area annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

**SECTION 4. THAT** upon the effective date of this Ordinance, any current or future inhabitant of the Area shall be entitled to the rights and privileges of other citizens of the City of Lubbock, Texas and shall be bound by the acts and ordinances adopted by the City of Lubbock, Texas.

**SECTION 5. THAT** should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

**AND IT IS SO ORDERED.**

**Passed by the City Council on first reading on \_\_\_\_\_.**

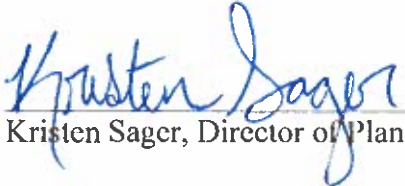
**Passed by the City Council on second reading on \_\_\_\_\_.**

\_\_\_\_\_  
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Kristen Sager, Director of Planning

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney



April 22, 2025

**RESOLUTION**

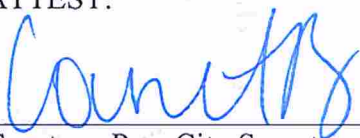
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

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.

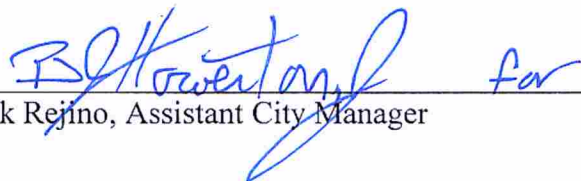
Passed by the City Council on April 22, 2025.

  
MARK W. MCBRAYER, 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

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF LUBBOCK, TEXAS**  
**AND THE NICOLETT LAND COMPANY, LLC**

This Municipal Services Agreement (“Agreement”) is entered into on 22nd day of April, 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 98<sup>th</sup> Street, Fire Station No. 16, located at 4030 114<sup>th</sup> 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 130<sup>th</sup> 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 CR7440/138<sup>th</sup> 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 132<sup>nd</sup> 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 130<sup>th</sup> Street/Loop 88, 146<sup>th</sup> 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 146<sup>th</sup> 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 granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Agreement.
12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
13. **CH. 43 DISCLOSURE IN COMPLIANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SEC. 43.004**
  - a. The City discloses that the Landowner is not required to enter into this agreement, however if the Landowner desires to have their property annexed, the Texas Local Government Code Sec. 43.0672 requires a written agreement for the provision of municipal services;
  - b. The City may, in compliance with and under the authority of the Texas Local Government Code Subchapter C-3, annex the Landowner's property upon

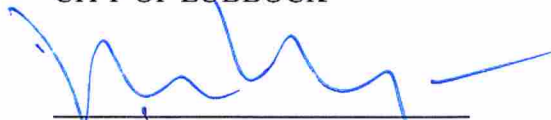
the Landowner's request;

- c. The procedural mechanisms in order to annex the Landowners property shall be as follows:
  1. The Landowner of the property must petition the City requesting the annexation of Landowner's property;
  2. If the City desires to annex Landowner's property, a written agreement shall be made with each Landowner requesting property to be annexed and said agreement shall include:
    - a. All of the services the City will provide to the property once annexed; and
    - b. A schedule of any services the City will provide at a later time, if not at the time of annexation.
- d. The above procedures shall require the consent and signature of the City and the Landowner; and
- e. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.

**14. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.

**EXECUTED** as of the Effective Date hereof.

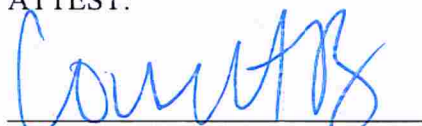
CITY OF LUBBOCK

  
MARK W. MCBRAYER, Mayor

NICOLETT LAND COMPANY, LLC

  
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  
Kristen Sager, Director of Planning

[Seal]

[Signature] Lillea Phillips

[Printed name] Lillea Phillips

APPROVED AS TO FORM:

Kelli Leture  
Kelli Leture, Senior Assistant City Attorney

Notary Public in and for  
the State of 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.



**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: \_\_\_\_\_

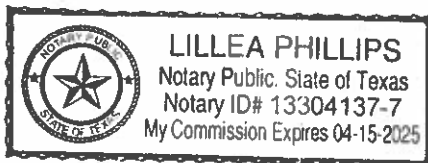
Signed: \_\_\_\_\_

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 in and for Lubbock County,  
Texas.

## 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 16<sup>th</sup> 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:

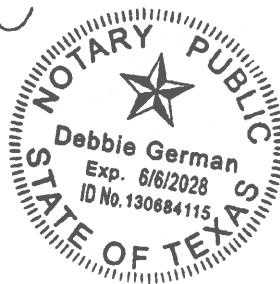
- As the representative of Jan Campbell, I undertake the duty to act in good faith and in the best interest of the Individual in all dealings and matters related to this annexation.
- I acknowledge that I shall remain responsible for all actions taken in the exercise of my authority.


### 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.

  
Notary Public Signature  
(Seal)



  
Tarek O. Redwan, P.E.  
Project Manager

Notary Public Name

My Commission Expires: 06/06/2028

Notary Registration Number: 130684115



## 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;

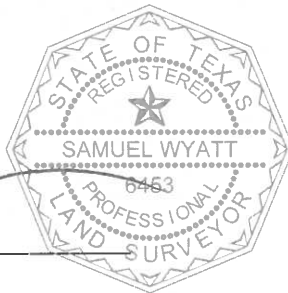
(4) THENCE *South 01 degrees 35 minutes 22 seconds West*, along the west line of the plat limits of said Windsor Park, a distance of 805.13 feet to a 1/2-inch iron rod with a plastic cap marked "H.R. & ASSOC." found for the southeast corner of this tract;

(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.

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'

Loop 88

Variable width right-of-way,  
CCFN 2020011844 & 2020042512

Northeast corner of  
Section 12, Block AK

# A 121.80-ACRE TRACT IN SECTIONS 9 & 12, BLOCK AK, LUBBOCK COUNTY, TEXAS



Legend:

- = Found monument
- △ = Calculated point



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

TBPES FIRM REGISTRATION NO. 10194091

CCFN 2018042824

N.01°49'40"E. 1977.10'

CCFN 2024026336

CCFN 2016027675

S.88°12'59"E. 2694.74'

South line of existing annexation limits  
(Ordinance 2008-00104)

The northeast corner of Section 12,  
Block AK bears N.88°12'35"W. 55.00' &  
N.01°47'25"E. 660.00' from this point

121.80-acre  
Proposed Annexation Tract

A 1/2" iron rod with cap "H.R. &  
ASSOC." found at the south  
quarter corner of Section 12,  
Block AK bears S.01°49'40"W.  
2637.03' from this point

N.88°04'41"W. 2650.22'

CCFN 2021047237

Vol. 5594,  
Pg. 13

Point of  
Beginning

Milwaukee Avenue

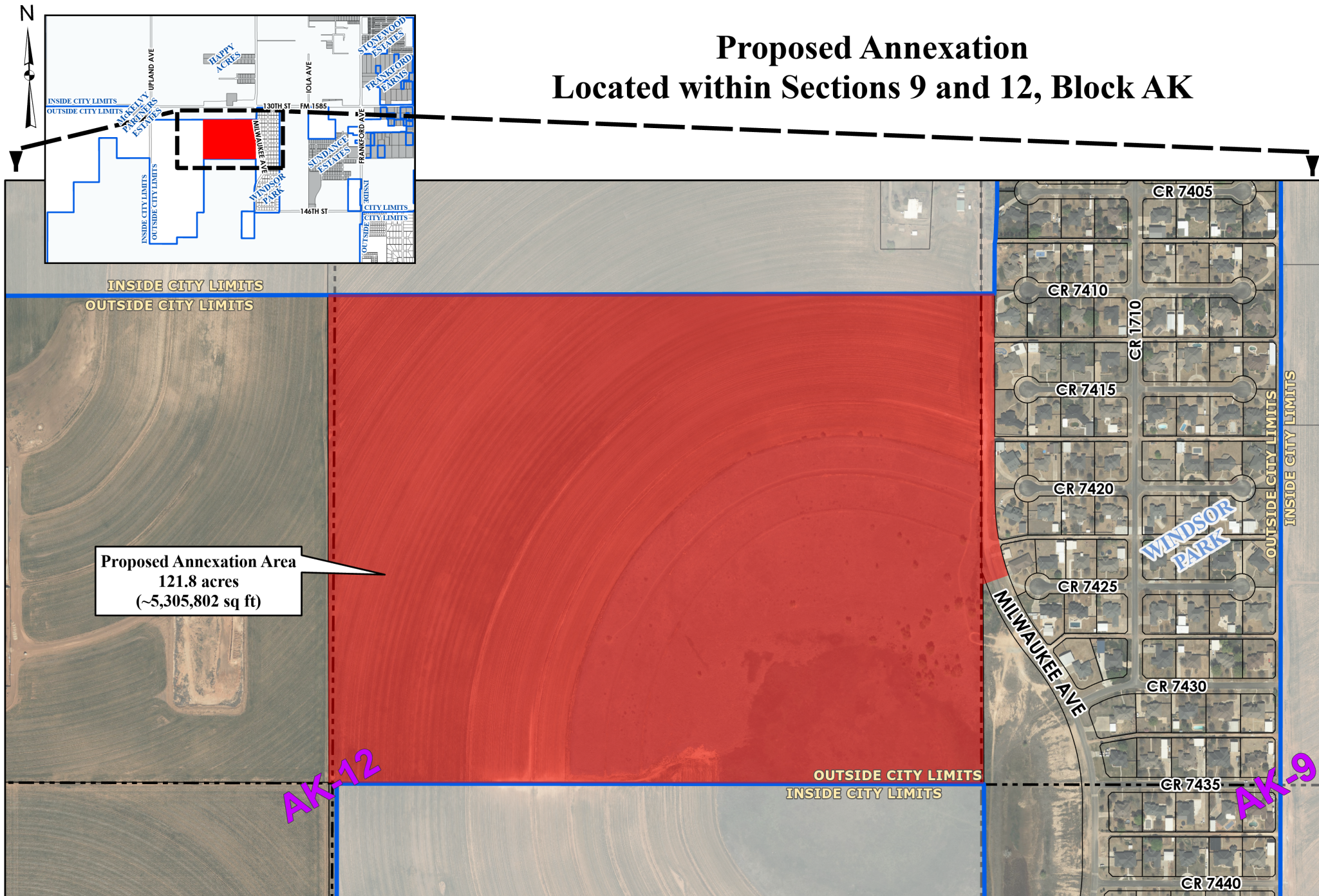
S.01°47'25"W. 823.87'

Lots 1-63  
Windsor Park  
Vol. 6596, Pg. 78

S.01°35'22"W. 805.13'



Lots 64-136 &  
Tract "A"  
Windsor Park  
Vol. 8203, Pg. 258

# 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



Digital Orthophotography - March 2024



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## **Information**

### **Agenda Item**

**Ordinance Single Reading - Finance:** Consider an ordinance of the City of Lubbock, Texas, authorizing the issuance and sale of City of Lubbock, Texas, Tax Notes, in one or more series; levying a tax in payment thereof; and enacting other provisions relating to the subject.

### **Item Summary**

This ordinance authorizes the issuance of the Tax Note, in one or more series, for Fiscal Year 2025. The purpose of the Tax Note is to pay contractual obligations incurred or to be incurred to provide funds for:

- (a) renovations, additions, expansions and improvements to the Lubbock Preston Smith International Airport facilities and
- (b) renovations, and improvements to the City cemetery, and
- (c) improve property, acquire, purchase, or finance personal property, appliances, equipment, facilities, furnishings or interests therein, whether movable or fixed, as described in the Ordinance, or such other property deemed by the City Council to be necessary, useful and/or appropriate for its purposes (collectively, the "Project")
- (d) paying the costs of issuance related to the tax note.

The Note will be payable from the levy and collection of a continuing, direct ad valorem tax, within the limits prescribed by law, on all taxable property within the City. The Note is being issued pursuant to the general laws of the State of Texas, particularly Chapter 1431, Texas Government Code, as amended, and an ordinance to be passed by the City Council of the City on May 13, 2025, authorizing the issuance of the Note. Annual payments of principal will be due on February 15 in the years 2026 through 2032 inclusive, with semi-annual interest payments beginning on February 15, 2026, and on each August 15 and February 15 thereafter until stated maturity or prior redemption. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months and will accrue from the date of delivery of the Note to the winning bidder.

The Note will be awarded to the proposal producing the lowest interest cost to the City and terms most advantageous to the City (including, but not limited to, paying agent fees, underwriting fees, bank counsel fees, and early redemption provisions). The recommended lender will be presented to the City Council for approval at the May 13, 2025, City Council meeting. The City anticipates the closing date to be June 10, 2025, subject to approval from the Texas Attorney General.

**Fiscal Impact**

The total par amount of issuance is estimated at \$14,820,000.

- Airport - \$5,600,000
- Cemetery - \$2,000,000
- Vehicle Replacements - \$7,220,000

**Staff/Board Recommending**

Joe Jimenez, Chief Financial Officer

---

**Attachments**

Ordinance

Ordinance No. 2025 – O\_\_\_\_\_

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ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS  
TAX NOTE, SERIES 2025

Adopted: May 13, 2025

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Form of Note.....Exhibit A

AN ORDINANCE OF THE CITY OF LUBBOCK, TEXAS, AUTHORIZING  
THE ISSUANCE AND SALE OF CITY OF LUBBOCK, TEXAS, TAX NOTE,  
SERIES 2025; LEVYING A TAX IN PAYMENT THEREOF; AND ENACTING  
OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, pursuant to Chapter 1431, Texas Government Code, as amended (the "Act"), the governing body of a municipality is authorized to issue the tax note hereinafter authorized (the "Note") to pay contractual obligations incurred or to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, the City Council of the City of Lubbock, Texas (the "City"), hereby finds and determines that it is necessary and in the best interest of the City and its citizens to issue the Note for the purposes herein described and that the Note shall be payable from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the City; and

The City Council desires to issue tax notes to finance the costs of paying contractual obligations incurred or to be incurred to (i) provide funds for (a) renovations, additions, expansions and improvements to the Lubbock Preston Smith International Airport facilities and (b) renovations and improvements to the City cemetery, and (ii) improve property, acquire, purchase, or finance personal property, appliances, equipment, facilities, furnishings or interests therein, whether movable or fixed, as described in this Ordinance, or such other property deemed by the City Council to be necessary, useful and/or appropriate for its purposes (collectively, the "Project"); and

WHEREAS, the Note hereinafter authorized shall mature before the seventh anniversary of the date that the Attorney General of the State of Texas approves the Note, as required by the Act; and

WHEREAS, it is affirmatively found that the City Council is authorized to proceed with the issuance and sale of the Note as authorized by the Constitution and laws of the State of Texas, particularly the Act; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its Note at this time; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended; Now Therefore,

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

ARTICLE I  
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

“Bond Counsel” means Orrick, Herrington & Sutcliffe LLP or any successor thereto.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday, or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Debt Service Fund” means the Debt Service Fund established by Section 8.01(a).

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar, its corporate trust office or such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“Event of Default” means the occurrence of an event described in Section 10.01 of this Ordinance.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Note” means the Note described in Section 3.04(d).

“Interest Payment Date” means the date or dates upon which interest on the principal of the Note is scheduled to be paid until the maturity or prior redemption of the Note, such dates being February 15 and August 15 of each year, commencing February 15, 2026, until maturity or prior redemption.

“Issuance Date” means the date of the initial delivery of and payment for the Note.

“Maximum Lawful Rate” means the lesser of (a) the maximum rate of interest allowed by Chapter 1204, Texas Government Code, or any successor provision and (b) the maximum non-usurious rate of interest permitted to be charged by applicable federal or Texas law from time to time in effect.

“Note” means the City’s Note entitled “City of Lubbock, Texas Tax Note, Series 2025” authorized to be issued pursuant to Section 3.01.

“Ordinance” means this ordinance.

“Owner” means the person who is the registered owner of the Note, as shown in the Register.

“Paying Agent/Registrar” means [\_\_\_\_], or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Note.

“Private Placement Letter” means that certain purchase and investment letter between the City and the Purchaser, as described in Section 7.01 of this Ordinance.

“Project” has the meaning assigned in the recitals of this Ordinance.

“Purchaser” means [\_\_\_\_].

“Record Date” means, for any Interest Payment Date, the close of business on the last day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a).

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Note as the same become due and payable and remaining unclaimed by the Owners of the Note for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions. The terms “Act,” “City Council” and “City” shall have the meanings assigned in the preamble to this Ordinance.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in

construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and section references shall mean references to articles and sections of this Ordinance unless designated otherwise.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

(d) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(e) Any duty, responsibility, privilege, power or authority conferred by this Ordinance upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

ARTICLE II  
SECURITY FOR THE NOTE

Section 2.01. Tax Levy for Payment of Note.

While the Note or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner, and at the same time other City taxes are levied, assessed and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City sufficient to pay the current interest on the Note as the same becomes due, and to provide and maintain a sinking fund adequate to pay the principal of the Note as such principal matures, but never less than two percent (2%) of the original principal amount of the Note each year, full allowance being made for delinquencies and costs of collection, and such taxes when collected shall be applied to the payment of the interest on and principal of the Note and to no other purpose. The proceeds from all taxes levied, assessed and collected for and on account of the Note authorized by this Ordinance shall be deposited into the Debt Service Fund created pursuant to Section 8.01 herein.

Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Note when and as due and payable in accordance with their terms and this Ordinance.

To pay debt service coming due on the Note prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified

to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

### ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTE

Section 3.01. Authorization. In accordance with the Constitution and laws of the State of Texas, particularly the Act, the City's Note to be designated "City of Lubbock, Texas Tax Note, Series 2025," is hereby authorized to be issued and delivered in the aggregate principal amount of \$[ ] for the purpose of providing funds to pay (i) contractual obligations incurred or to be incurred for the Project, including materials, supplies, equipment and machinery for solid waste, fire rescue, traffic operations and street maintenance purposes, and (ii) the costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities, Numbers, and Interest.

(a) The Note shall be dated as of the Issuance Date, and shall be issued in fully registered form, without coupons, in the denomination of \$100,000 and any integral multiple of \$1,000 in excess thereof and shall be numbered separately from R-1 upward, except the Initial Note, which shall be numbered I-1.

(b) The Note shall finally mature on February 15, 2032 and be repaid in serial installments on February 15 in the years 2026 through and including 2032 in the principal amounts set forth in the following schedule:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2026	\$	%
2027		
2028		
2029		
2030		
2031		
2032		

(c) Interest shall accrue and be paid on the Note until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months. In no event, however, may the rate of interest on the Note exceed the Maximum Lawful Rate.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Note shall be paid in lawful money of the United States of America as provided in this Section.



(b) Interest on the Note shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date"), which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner of the Note appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

Interest on the Note shall be paid by wire or check (dated as of the Interest Payment Date) or by such other method as agreed to by the City, the Purchaser and the Paying Agent/Registrar, and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(c) The principal of the Note shall be paid to the person in whose name the Note is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of the Note at the Designated Payment/Transfer Office; provided, however, that for so long as the Note is held by a single Owner, mandatory sinking fund redemption or optional redemption payments made prior to final maturity will be noted by the Paying Agent/Registrar in their official records but will not require the presentation and surrender of the Note.

(d) If a date for the payment of the principal of or interest on the Note is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

(e) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of the Note for any further payment of such unclaimed moneys or on account of any such Note.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the accounts of the Owners of the Note to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Note thereafter coming due and, to the extent any such money remains three (3) years after the retirement of the Note, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to

any owners of the Note for any further payment of such unclaimed monies or on account of the Note, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Initial Registration.

(a) The Note shall be executed on behalf of the City by the Mayor or City Manager and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Note shall have the same effect as if the Note had been signed manually and in person by each of said officers, and such facsimile seal on the Note shall have the same effect as if the official seal of the City had been manually impressed upon the Note.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Note ceases to be such officer before the authentication of the Note or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note delivered on the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Issuance Date, one Note (the "Initial Note"), executed by manual or facsimile signature of the Mayor or City Manager and City Clerk of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee against payment therefor.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Note is registered as the absolute Owner of such Note for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Note is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Note is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Note remains outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Note in accordance with this Ordinance.

Subject to the restrictions contained in the Private Placement Letter, the ownership of a Note may be transferred only upon the presentation and surrender of the Note at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Note shall be effective until entered in the Register. A new Note will be delivered by the Paying Agent/Registrar, in lieu of the Note being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, posted prepaid, to the Owner or his designee.

(b) The Note shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Note of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$100,000 and any integral multiple of \$1,000 in excess thereof, and in an aggregate principal amount equal to the unpaid principal amount of the Note presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver a Note transferred or exchanged for another Note in accordance with this Section.

(c) Each exchanged Note delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note in lieu of which such exchange Note is delivered.

(d) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of the Note. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Note.

(e) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Note called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Note.

Section 3.07. Cancellation and Authentication. A Note paid or redeemed before scheduled maturity in accordance with this Ordinance, and a Note in lieu of which an exchange Note or a replacement Note is authenticated and delivered in accordance with this Ordinance, shall

be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Note in accordance with the Securities Exchange Act of 1934.

Section 3.08. Replacement Note.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Note is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Note;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Note, may pay such Note.

(e) Each replacement Note delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note in lieu of which such replacement Note is delivered.

ARTICLE IV  
REDEMPTION OF NOTE BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Note shall be subject to redemption before scheduled maturity only as provided in this ARTICLE IV.

Section 4.02. Optional Redemption.

The Note is subject to redemption prior to maturity, in whole, or in part, at the option of the City, [on February 15, 20[ ] or on any [Business Day][date] thereafter][on any date at the option of the City].

Section 4.03. Partial Redemption.

(a) [If less than all of the Note is to be redeemed pursuant to Section 4.02 hereof, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Note, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Note of a denomination greater than \$100,000 may be redeemed, but only in a principal amount equal to \$100,000 or any integral multiple of \$1,000 in excess thereof. If such a Note is to be partially redeemed, the Paying Agent/Registrar shall treat each integral multiple of \$100,000 or any integral multiple of \$1,000 in excess thereof of the Note as though it were a single Note for purposes of selection for redemption.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Note as to which only a portion thereof is to be redeemed.]

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of the Note by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owners of each Note (or portions thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The City reserves the right to give notice of its election or direction to redeem the Note under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited

or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Note subject to conditional redemption where redemption has been rescinded shall remain outstanding.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

#### Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Note to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Note being redeemed.

(b) Upon presentation and surrender of any Note called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Note to the date of redemption from the money set aside for such purpose; provided, however, that for so long as the Note is held by a single Owner, optional redemption payments made prior to final maturity will be noted by the Paying Agent/Registrar in their official records but will not require the presentation and surrender of the Note.

#### Section 4.06. Effect of Redemption.

(a) When the Note has been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Note or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Note or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Note or portion thereof called for redemption shall continue to bear interest at the rate stated on the Note until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Note or portion thereof called for redemption shall continue to bear interest at the rate stated on the Note until due provision is made for the payment of same by the City.

Section 4.07. Lapse of Payment. Money set aside for the redemption of the Note and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V  
PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

[ ] is hereby appointed as the initial Paying Agent/Registrar for the Note. The form of Paying Agent/Registrar Agreement is hereby approved.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Note.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while the Note is outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor or the City Manager is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor or the City Manager shall be attested by the City Clerk.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided, that such resignation shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Note.

Section 5.04. Termination. The City, upon not less than 45 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Note.

Section 5.05. Notice of Change. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and thereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Note to the successor Paying Agent/Registrar.



ARTICLE VI  
FORM OF THE NOTE

Section 6.01. Form Generally.

(a) The Note, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on the Note, (i) shall be substantially in the form set forth in Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing the Note, as evidenced by their execution thereof.

(b) Any portion of the text of any Note may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Note.

(c) The Note, including the Initial Note submitted to the Attorney General of Texas, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing the Note, as evidenced by their execution thereof.

Section 6.02. Legal Opinion. The approving legal opinion of Bond Counsel may be printed on or attached to each Note over the certification of the City Clerk of the City, which may be executed in facsimile.

ARTICLE VII  
SALE OF THE NOTE; CONTROL AND DELIVERY OF THE NOTE

Section 7.01. Sale of Note; Private Placement Letter.

(a) The Note is hereby sold and shall be delivered to the Purchaser at a price of \$[ ] (representing the par amount of the Note), in accordance with the terms of the Private Placement Letter, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City.

(b) The Mayor or City Manager and other appropriate officials of the City are hereby authorized to execute the Private Placement Letter on behalf of the City and to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Note and the approving opinion of the Attorney General of Texas.

(c) All officers and officials of the City are authorized to take such actions and to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Note, as they may deem necessary and appropriate in order to consummate the delivery of the Note.

(d) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the Issuance Date.

Section 7.02. Control and Delivery of Note.

(a) The Mayor or his designee is hereby authorized to have control of the Initial Note and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Note shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor or City Manager, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor is absent or otherwise unable to execute any document or take any action authorized herein, the City Manager shall be authorized to execute such documents and take such actions, and the performance of such duties by the City Manager shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor.

ARTICLE VIII  
CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Lubbock, Texas, Tax Note, Series 2025 Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City. The taxes levied under Section 2.01 shall be deposited to the credit of the Debt Service Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Note.

(b) If the amount of money in the Debt Service Fund is at least equal to the aggregate principal amount of the outstanding Note plus the aggregate amount of interest due and that will become due and payable on the Note, no further deposits to that fund need be made.

(c) Money on deposit in the Debt Service Fund shall be used to pay the principal of and interest on the Note as such become due and payable.

Section 8.02. Deposit of Proceeds.

Proceeds from the sale of the Note are appropriated for the purposes and shall, promptly upon receipt by the City, be applied as directed by the Chief Financial Officer of the City.

Any amounts remaining after paying costs of issuance may be used for the purposes described in Section 3.01(i) hereof. Any amounts remaining after accomplishing such purposes

and paying costs of issuance shall be deposited to the Debt Service Fund and applied to the payment of debt service on the Note.

## ARTICLE IX PARTICULAR, REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of Note. While the Note is outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay the interest on and the principal of the Note, as applicable, as will accrue or mature on each applicable Interest Payment Date and principal payment date.

Section 9.02. Other Representations and Covenants.

(a) The City is a duly organized and existing political subdivision of the State of Texas under the Constitution and laws of the State of Texas.

(b) The City is duly authorized under the laws of the State of Texas to issue the Note; all action on its part for the creation and issuance of the Note has been duly and effectively taken; and the Note in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

(c) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in the Note; the City will promptly pay or cause to be paid the principal of and interest on the Note on the dates and at the places and manner prescribed in the Note; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(d) The placement of the Note is exempt from the United States Securities and Exchange Commission's Rule 15c2-12. No continuing disclosure undertaking will be entered into by the City; however, the City will provide the Purchaser the City's most recently audited financial information as required in the Private Placement Letter.

Section 9.03. Ordinance a Contract - Amendments.

This Ordinance shall constitute a contract with the Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as the Note remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of the Owners holding a majority in aggregate principal amount of the Note then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the written consent of all Owners, no such amendment, addition, or rescission shall (a) extend the time or times of payment of the principal of and interest on the Note, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal and interest thereon; (b) give any preference to any Note over any other Note; or (c) reduce the aggregate principal amount of the Note required to be held by Owners for consent to any such amendment, addition, or rescission.

#### Section 9.04. Federal Income Tax Exclusion.

For any Note for which the City intends that the interest on the Note shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Note, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Note (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Note) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Note to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Note for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

(a) The City will use all of the proceeds of the Note to (i) provide funds for the purposes described in Section 3.01 hereof, which will be owned and operated by the City and (ii) to pay the costs of issuing the Note. The City will not use any portion of the proceeds of the Note to pay the principal of or interest or redemption premium on, any other obligation of the City or a related person.

(b) The City will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Note to constitute "private activity bond" within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Note will be paid solely from ad valorem taxes collected by the City and investment earnings on such collections.

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Note are delivered, the City reasonably expects that the proceeds of the Note will not be used in a manner that would cause the Note or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(e) At all times while the Note are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Note in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Note and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Note. To the extent necessary to prevent the Note from constituting "arbitrage bonds," the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Note to be less than the yield that is materially higher than the yield on the Note.

(f) The City will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Note to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The City represents that not more than fifty percent (50%) of the proceeds of the Note will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code)

having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Note will be used to carry out the governmental purpose of the Note within the three-year period beginning on the date of issue of the Note.

(h) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Note, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Note as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Note is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Note and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The City will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Note that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Note not been relevant to either party.

(j) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Note on such form and in such place as the Secretary may prescribe.

(k) The City will not issue or use the Note as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Note are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the City charged with the responsibility for issuing the Note are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Note and stating whether there are facts, estimates or

circumstances that would materially change the City's expectations. On or after the date of issuance of the Note, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Note holders and any subsequent Note holder and may be relied upon by the Note holders and any subsequent Note holder and Bond Counsel to the City.

(n) In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by nationally recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Note to be includable in gross income for federal income tax purposes under existing law.

(o) Notwithstanding any other provision of this Ordinance, the City's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Note for as long as such matters are relevant to the exclusion of interest on the Note from the gross income of the owners for federal income tax purposes.

## ARTICLE X DEFAULT AND REMEDIES

### Section 10.01. Events of Default.

In addition to the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City:

(a) fails to make payment of the interest and principal when the same becomes due and payable; or

(b) defaults in the observance or performance of any of the other covenants, conditions or obligations set forth in this Ordinance, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with the Ordinance, and the continuation thereof for a period of thirty days after notice of such default is given by any Owner to the City; or

(c) An order of relief shall be issued by the bankruptcy court of the United States District Court having jurisdiction, granting the City any relief under any applicable law, or any other court having valid jurisdiction shall issue an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, sequestrator, or other similar official for the City as applicable, of any substantial part of its property, affairs or assets, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days.

### Section 10.02. Remedies.

(a) Upon the occurrence of an Event of Default, any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed

against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies. It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of the Note then outstanding. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power shall be exercised from time to time and as often as may be deemed expedient.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, the right to accelerate the debt evidence by the Note shall not be available as a remedy under this Ordinance.

## ARTICLE XI DISCHARGE

Section 11.01. Discharge. The City reserves the right to defease, discharge or refund the Note in any manner now or hereinafter permitted by applicable law.

## ARTICLE XII MISCELLANEOUS

### Section 12.01. Changes to Ordinance.

Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Note by the Attorney General of Texas.

### Section 12.02. Partial Invalidity.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

### Section 12.03. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

### Section 12.04. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members



of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Note, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.05. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, City Manager or the City Clerk and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

Section 12.06. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

*[Signature page follows]*

PRESENTED, FINALLY PASSED AND, APPROVED AND EFFECTIVE on this 13th day of May, 2025.

\_\_\_\_\_  
MARK MCBRAYER, Mayor

ATTEST:

\_\_\_\_\_  
COURTNEY PAZ, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
JOE JIMENEZ, Chief Financial Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
JERRY V. KYLE, JR., Bond Counsel

*Signature Page to Ordinance Authorizing  
City of Lubbock, Texas Tax Note, Series 2025*

## EXHIBIT A

### FORM OF THE NOTE

The form of Note, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Note, shall be substantially as follows:

(a) Form of Note.

THIS NOTE MAY NOT BE TRANSFERRED IN WHOLE OR IN PART EXCEPT AS PROVIDED IN SECTION 3.06 OF THE ORDINANCE AND AS PROVIDED HEREIN

REGISTERED  
NO. \_\_\_\_\_<sup>1</sup>

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS

CITY OF LUBBOCK, TEXAS  
TAX NOTE, SERIES 2025

INTEREST RATE:

\_\_\_\_\_ %

MATURITY DATE:

February 15, 2032

ISSUANCE DATE:

June 10, 2025

The City of Lubbock (the "City"), in Lubbock County, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_ ,

or registered assigns, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS & NO/100

unless the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on such principal amount hereof from the later of the Issuance Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing on February 15, 2026. This Note shall finally mature on the maturity date specified above, but shall be payable in annual installments on the dates and in the amounts set forth in the following schedule:

<sup>1</sup> The initial note shall be numbered I-1.

<u>Principal Installment Date</u>	<u>Principal Amount</u>
2/15/2026	\$
2/15/2027	
2/15/2028	
2/15/2029	
2/15/2030	
2/15/2031	
2/15/2032	

The principal of this Note (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption) shall be payable without exchange or collection charges in lawful money of the United States of America on the Maturity Date specified above (unless redeemed prior thereto as provided in this Note) upon presentation and surrender of this Note at the corporate trust office in [ ] (the "Designated Payment/Transfer Office"), of [ ], as initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the "Record Date," which shall be the close of business on the last day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on this Note is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note is dated June 10, 2025 and is issued in the aggregate principal amount of \$[ ], pursuant to a certain ordinance approved by the City Council of the City (the "Ordinance") for the purpose of providing funds to pay (i) contractual obligations incurred or to

be incurred for the Project, including materials, supplies, equipment and machinery for solid waste, fire rescue, traffic operations and street maintenance purposes; and (ii) the costs of issuance related thereto.

This Note and the interest thereon are payable from the levy of a direct and continuing ad valorem tax levied, within the limit prescribed by law, against all taxable property in the City as described and provided in the Ordinance.

The Note is subject to redemption prior to maturity, in whole or in part, at the option of the City, on [February 15, 20[ ] or on any [Business Day][date] thereafter][on any date] upon written notice as provided in the Ordinance.

[If less than all of the Note is to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Note, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

A portion of a single Note of a denomination greater than \$100,000 may be redeemed, but only in a principal amount equal to \$100,000 or any integral multiple of \$1,000 in excess thereof. If such a Note is to be partially redeemed, the Paying Agent/Registrar shall treat each integral multiple of \$100,000 or any integral multiple of \$1,000 in excess thereof of the Note as though it were a single Note for purposes of selection for redemption.]

As provided in the Ordinance, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Notes of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Note is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Note has been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Note, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Note has been duly executed on behalf of the City, under its official seal, in accordance with law.

\_\_\_\_\_  
City Secretary  
City of Lubbock, Texas

\_\_\_\_\_  
Mayor  
City of Lubbock, Texas

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The Initial Note of this series was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas and that this is one of the Note referred to in the within mentioned Ordinance.

\_\_\_\_\_,  
as Paying Agent/Registrar

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signatory

(c) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and ZIP Code of transferee: \_\_\_\_\_)

\_\_\_\_\_  
(Social Security or other identifying number: \_\_\_\_\_) the within Note and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration hereof, with full power of substitution in the premises.

Date: \_\_\_\_\_

Signature Guaranteed By: \_\_\_\_\_

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every

particular and must be guaranteed in a manner  
acceptable to the Paying Agent/Registrar.

\_\_\_\_\_  
Authorized Signatory

Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on  
the Initial Note:

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §  
OF PUBLIC ACCOUNTS § REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the  
effect that the Attorney General of the State of Texas has approved this Note, and that this Note  
has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[SEAL]