City of Lubbock, Texas
Regular City Council Meeting
July 22, 2025

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

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

http://www.mylubbock.us

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

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

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

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

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

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1:00 p.m. - City Council convenes in City Council Chambers in Work Session, regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council.

1. **Executive Session**

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

1. 1. 1. Delinquent Utility Collections

1. 1. 2. MBE3-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. Overton Facility Lease Agreement

Adjourn from Executive Session

Immediately following Executive Session, City Council Reconvenes in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council.

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

2. 1. Sales Tax and Budget Update

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 July 22, 2025. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

5. **Minutes**

5. 1. June 24, 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-O0078, Amendment 28, amending the FY 2024-25 Budget for Municipal purposes, respecting the Transit Fund, amending $665,000 in local funds in substitution of FY2021 Section 5307 American Rescue Plan Act Grant Funds, for the purchase of Citibus vehicles; providing for filing; and providing for a savings clause.

6. 2. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing Pedestrian Access, Underground Utility, and Transformer Pad Easements located in Tract 1-D-1, Section 44, Block AK, Snow Davis Addition to the City of Lubbock, Lubbock County, Texas, south of 19th Street and east of West Loop 289.

6. 3. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of Avenue B, north of 29th Street, located in Section 7, Block B, City of Lubbock, Lubbock County, Texas, to consolidate land holdings.

6. 4. **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 7-Eleven, Inc., for a private sanitary sewer and lift station on University Avenue, north of 66th Street along Tract B of the Super K-Mart Plaza Subdivision.

6. 5. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, with Genaro C. Garcia, Jr. and his wife, Elizabeth M. Garcia, and accept, for and on behalf of the City of Lubbock, the associated Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Lot 2, Block 4 of the Trigg Heights Addition, within Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 12), on the northwest corner of 82nd Street and Martin Luther King, Jr. Boulevard (MLK Jr. Blvd.), for the MLK Jr. Blvd. Capital Improvementment Project, to be utilized for the 2022 Street Bond Project.

6. 6. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement with Byron and Mitzi McEntire, and accept, for and on behalf of the City of Lubbock, the associated Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Section 34, Block AK, Lubbock County, Texas (Parcel 10), on the north side of 66th Street between Xenia and Wausau Avenues, for the 66th Street Expansion Project, to be utilized for the 2022 Street Bond Project.

6. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement with Sprague J. Fleming, Jr., and accept, for and on behalf of the City of Lubbock, the associated Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Section 34, Block AK, Lubbock County, Texas (Parcel 3), on the north side of 66th Street between Zadar Avenue and Yonkers Avenue, for the 66th Street Expansion Project, to be utilized for the 2022 Street Bond Project.

6. 8. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 17967, and all related documents, with Kimley Horn and Associates, Inc., to provide design services for the Unpaved Roads Improvements Project, to be utilized for the 2022 Street Bond Project.

6. 9. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding Contract 18990, and all related documents, by and between the City of Lubbock and South Plains Electric Cooperative, Inc., for utility relocation in preparation for roadway improvements on 114th Street, from Upland Avenue to Wausau Avenue, to be utilized for the 2024 Street Bond Project.

6. 10. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 18985, with Fuquay, Inc., for Cured-in-Place Pipe for pipeline rehabilitation associated with the Northwest Loop 289 Interceptor Point Repair Project.

6. 11. **Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Purchase Order 23106069, with Smith Pump Company, to repair one sludge mixing pump for use in Digester #8 at the Southeast Water Reclamation Plant.

6. 12. **Resolution - Public Works Paved Streets:** Consider a resolution authorizing the Mayor to execute Contract 18881, with Lone Star Dirt & Paving, Ltd., for mill and relay on Memphis Avenue and 114th Street, for the 2025 Street Maintenance Program.

6. 13. **Resolution - Public Works Traffic Operations:** Consider a resolution authorizing the Mayor to execute Advanced Funding Agreement No. 0905-06-131, with the Texas Department of Transportation, for the City to provide and install vehicular and pedestrian detection upgrades of traffic signals across the City.

6. 14. **Resolution - Public Works Traffic Operations:** Consider a resolution authorizing the Mayor to execute Advanced Funding Agreement No. 0905-06-121, with the Texas Department of Transportation, for traffic signal improvements at the intersection of 13th Street and Slide Road.

6. 15. **Resolution - Business Development:** Consider a resolution calling for a public hearing to receive public comment on the formation of a Public Improvement District in the Highland Oaks Development area, which covers a portion of an area in Lubbock, Texas, generally bounded by 146th Street to the north, Slide Road to the east, Woodrow Road to the south, and Frankford Avenue to the west.

6. 16. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 18618, with Pland Collaborative, for an Irrigation Improvement Plan in the North Overton Tax Increment Financing District boundary.

6. 17. **Resolution - Human Resources:** Consider a resolution authorizing the Mayor to execute Contract 18796, with Morris & McDaniel, Inc., for the development and administration of Police Entry-Level Exams.

6. 18. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Contract 18937, with Delta Specialty Contractors, LLC, for the replacement of the north section of the perimeter fencing at the City of Lubbock Cemetery.

6. 19. **Resolution - Civic Centers:** Consider a resolution approving the recommendation from the Cultural Arts Grant Review Sub-Committee and the Civic Lubbock, Inc. Board of Directors, for the 2025 Cultural Arts Grant Program, using Hotel Occupancy Tax funds collected at the end of Fiscal Year 2023-24.

6. 20. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Contract 18992 with Liberty Welding, Contract 18993 with Mobile Maintenance, Contract 18808 with Brundage MFG, and Contract 18994 with R&B Bearings & Hydraulics, for the fabrication and repair of City light and heavy-duty vehicles and equipment.

6. 21. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute Purchase Order 10028656, with Galls, LLC, for the purchase of ballistic shields for the Lubbock Police Department.

6. 22. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute Purchase Order 10028639, with Strohman Enterprise, Inc., for the purchase of red-dot rifle sights for the Lubbock Police Department.

6. 23. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute the FY 2025-26 Cemetery Management and Operation Interlocal Cooperation Agreement, between the Texas General Land Office and Veterans Land Board, for the City of Lubbock to be the named the Provider of Management and Operations of the West Texas State Veterans Cemetery, located at 4614 East 50th Street in Lubbock, Texas.

6. 24. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, Amendment No. 2 to American Rescue Plan Act Funding Agreement 16514, to alter the payout agreement for the previously approved funding for infrastructure to serve an affordable housing development.

6. 25. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute an agreement for Interim Utilities Director Services, by and between the City of Lubbock and Strategic Government Resources (SGR).

7. **Regular Agenda**

7. 1. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 3094-D, a request of Jade Honeycutt for Despenas, LLC, for a zone change from Office District (OF) to Medium Density Residential (MDR), at 1001 Tulane Street, located west of Cypress Road and north of North Loop 289, Cypress Grove Addition, Tract A, and consider an ordinance.

7. 2. **Public Hearing - Planning (District 2):** Consider a request for Zone Case 3529, a request of Hugo Reed and Associates, Inc. for Red Spike Development, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 12612, 12710, and 12806 Slide Road, and 5220, 5226, and 5302 130th Street, located west of Slide Road and north of 130th Street, on 23.9 acres of unplatted land out of Block E2, Section 24, and consider an ordinance.

7. 3. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3526, a request of AMD Engineering, LLC, for Christian-Ellis, LLC, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 6600 114th Street, located west of Milwaukee Avenue and north of 114th Street, on 14.803 acres of unplatted land out of Block AK, Section 22, and consider an ordinance.

7. 4. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3524, a request of CMS Properties for United Sky Capital, LLC, for a zone change from Office District (OF) and Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), at 7105 98th Street and 9901 Upland Avenue, located east of Upland Avenue and south of 98th Street, on 2.7 acres of unplatted land out of Block AK, Section 22, and consider an ordinance.

7. 5. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3528, a request of Hugo Reed and Associates, Inc. for SWLLD, LLC, for a zone change from Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC) to Heavy Commercial District (HC), at 5811, 5815, 5901, 5911, 6001 130th Street, and 13810 Frankford Avenue, located west of Frankford Avenue and south of 130th Street, on 15.6 acres of unplatted land out of Block AK, Section 9, and consider an ordinance.

7. 6. **Public Hearing - Planning (District 6):** Consider a request for Zone Case 1893-GG, a request of Seventeen Services, LLC, for Wag 2.0, LLC, for a zone change from Heavy Commercial District (HC) to Neighborhood Commercial District (NC), at 6028 4th Street, located north of 4th Street and west of Homestead Avenue, Shadow Hills Commercial Addition, Tract E, and consider an ordinance.

7. 7. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement with Betenbough Homes, LLC and Starlight Development, LLC, for the requested annexation of an area of land generally described as 8.82 acres, adjacent to and west of Frankford Avenue and south of 146th Street, into the City of Lubbock corporate limits, along with the adjacent right-of-way.

7. 8. **Public Hearing - Engineering:** Conduct a public hearing to consider proposed amendments to Chapter 41, Impact Fees, of the City of Lubbock Code of Ordinances.

7. 9. **Public Hearing - Finance:** Conduct a public hearing in accordance with Section 394.9025 of the Texas Local Government Code, regarding a proposal by the Lubbock Housing Finance Corporation to issue one or more series of tax-exempt multifamily housing revenue bonds in an amount of not more than $25,000,000, for the benefit of EC Hillcrest Manor, LLC, in connection with the acquisition, rehabilitation, and equipping of approximately 220 multifamily rental housing units located at 1102 North Memphis Avenue, Lubbock, Texas, 79415, known as Hillcrest Manor Apartments.

7. 10. **Resolution - Finance:** Consider a resolution approving the request by the Lubbock Housing Finance Corporation to issue one or more series of tax-exempt multifamily housing revenue bonds, in an amount of not more than $25,000,000, for the benefit of EC Hillcrest Manor, LLC, in connection with the acquisition, rehabilitation, and equipping of approximately 220 multifamily rental housing units located at 1102 North Memphis Avenue, Lubbock, Texas 79415 known as Hillcrest Manor Apartments.

AI# 13611
Regular City Council Meeting **5. 1.**
07/22/2025:

Information

Agenda Item
June 24, 2025 Regular City Council Meeting

Item Summary
June 24, 2025 Regular City Council Meeting

Fiscal Impact
None

Staff/Board Recommending
Courtney Paz, City Secretary

Attachments

6.24.2025

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
June 24, 2025
12:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 24th of June, 2025, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:00 p.m.

12:04 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; 3.1-3.2; Citizen Comments 4; 5.1; 6.1-6.6; 6.8-6.14; 6.16-6.28; 6.7; 6.15; and 7.1-7.3.*

1. Executive Session

The meeting recessed at 12:05 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 1:02 p.m., and the meeting was called to order at 2:13 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. Chapter 39 Unified Development Code

1. 1. 2. Texas Department of Transportation - Upland Project

1. 2. 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 Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, and the Permit & License Appeal Board.

Immediately following Executive Session, City Council reconvenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council.

City Council reconvened at 1:02 p.m.

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

2. 1. Impact Fees Update

Jarrett Atkinson, city manager, introduced the item, gave comments, and answered questions from City Council. John Turpin, division director of engineering/city engineer; and Brandon Forsythe, with Kimley-Horn and Associates, gave a presentation and answered questions from City Council. Topics discussed included: Impact Fee Basics; Impact Fee Collection and Utilization; Impact Fee Components, including service areas, land use assumptions, roadway capacity plan, service units, and max fees; Municipal Comparisons; Impact Fee Policy Decisions and CIAC Recommendation; and Impact Fee Schedule.

2. 2. Sales Tax and Budget Update

Jarrett Atkinson, city manager, gave a presentation and answered questions from City Council. Topics discussed included: City of Lubbock Sales Tax through April 2025; Texas Comptroller Comparison Month over Month for All Industries - FY 2024-25; Looking to the Remainder of FY 2025; and City of Lubbock Sales Tax FY 2026 Projections.

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

City Council concluded work session and began regular session at 2:10 p.m.

3. Ceremonial Items

3. 1. Invocation

Minister Tom Rask, Church of the Blessed International, led the invocation.

3. 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 2:13 p.m.

4. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on June 24, 2025. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Shelia Patterson Harris, chair of Chatman Hill Neighborhood Association, appeared before City Council to speak on item 2.2 (Sales Tax and Budget Update).
- Josh Shankles appeared before City Council to speak on item 2.1 (Impact Fees Update).

5. Minutes

5. 1. May 22, 2025 Special City Council Meeting - Joint P&Z Meeting
May 27, 2025 Regular City Council Meeting
May 27, 2025 Special City Council Meeting - Grand Opening

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve the May 22, 2025 Special City Council Meeting - Joint P&Z Meeting minutes; the May 27, 2025 Regular City Council Meeting minutes; and the May 27, 2025 Special City Council Meeting - Grand Opening minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to approve items 6.1-6.6; 6.8-6.14; and 6.16-6.28.

Vote: 7 - 0 Motion carried

6. 1. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2025-O0067, Amendment 23, respecting the Lubbock Economic Development Alliance FY 2024-25 Operating Budget; providing for filing; and providing for a savings clause.

6. 2. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2025-O0068, Amendment 24, respecting the General Fund and Streets Capital Project Fund; providing for filing; and providing for a savings clause.

6. 3. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2025-O0069, Amendment 25, respecting the Parks Capital Project Fund and the Golf Capital Project Fund; providing for filing; and providing for a savings clause.

6. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2025-O0070, Amendment 26, respecting the HOME-American Rescue Plan Grant; providing for filing; and providing for a savings clause.

6. 4. 1. **Resolution - Community Development:** Resolution No. 2025-R0273 authorizing the Mayor to execute Amendment No. 1 to Contract 16354, and all related documents, by and between the City of Lubbock and the U. S. Department of Housing and Urban Development, for the Home Investment Partnerships Grant (HOME) American Rescue Plan.

6. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2025-O0071, Amendment 22, amending the FY 2024-25 Budget for Municipal Purposes respecting the Abandoned Vehicle Fund; appropriating funds therefrom for the purchase of certain equipment to be used by the Police Department; providing for filing; and providing for a savings clause.

6. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2025-O0072, Amendment 27, an ordinance amending the FY 2024-25 Budget for municipal purposes; accepting and appropriating additional funding from the Texas Department of State Health Services in the amount of $229,485 to the Human Immunodeficiency Virus Disease Intervention Specialists Grant; providing for filing; and providing for a savings clause.

6. 7. **Resolution - Right-of-Way:** Resolution No. 2025-R0292 authorizing the Mayor to execute a Street Use License, and related documents, by and between the City of Lubbock and CBC Centre Suites, LLC, on Glenna Goodacre Boulevard from just east of University Avenue to Avenue X, Mac Davis Lane from just east of University Avenue to Avenue X, and Avenue X between Mac Davis Lane and Glenna Goodacre Boulevard, for the purpose of mounting streetlight banners.

Erik Rejino, assistant city manager; and Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to postpone this item to the July 22, 2025 Regular City Council Meeting.

Vote: 3 - 4 Failed

NAY: Mayor Pro Tem Christy Martinez-Garcia
Council Member David Glasheen
Council Member Gordon Harris
Council Member Dr. Jennifer Wilson

Motion by Council Member David Glasheen, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2025-R0292.

Vote: 6 - 1 Motion carried

NAY: Council Member Tim Collins

6. 8. **Resolution - Right-of-Way:** Resolution No. 2025-R0274 authorizing the Mayor to execute Real Property Sales Contract and Deed 18904, and all related documents, by and between the City of Lubbock and M&M Homes, for the sale of real property located within Lots 18 and 19, Block 1, Park View Addition to the City of Lubbock, Lubbock County, Texas, on 3rd Place, west of Avenue C.

6. 9. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2025-O0073 abandoning and closing portions of an underground waterline easement located in Tract A-1-C of the City View Campus Addition. Block AK, Section 37, of the City of Lubbock, Lubbock County, Texas, east of Milwaukee Avenue, south of 46th Street, and north of 50th Street.

6. 10. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2025-O0074 abandoning and closing portions of a public right-of-way located in Section 1, Block AK, Lubbock County, Texas, on the east side of Geneva Avenue, north of 140th Street, due to a change in the development of this property.

6. 11. **Resolution - Right-of-Way:** Resolution No. 2025-R0275 authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Memorandum of Agreement, and accept, for and on behalf of the City of Lubbock, the associated Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Section 34, Block AK, Lubbock County, Texas (Parcel 4), on the west side of Upland Avenue, north of 66th Street, and south of 63rd Street, to be utilized for the 2022 Street Bond Project.

6. 12. **Resolution - Right-of-Way:** Resolution No. 2025-R0276 authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Memorandum of Agreement, and accept, for and on behalf of the City of Lubbock, the associated Drainage Easement, and all related documents, in connection with real property located in the Southwest Quarter (SW/4) of Section 2, Block JS, Lubbock County, Texas (Parcel 6), on the east side of Milwaukee Avenue and north of 3rd Street, for the widening of Milwaukee Avenue from 4th Street to the north city limits, to be utilized for the 2022 Street Bond Project.

6. 13. **Resolution - Right-of-Way:** Resolution No. 2025-R0277 authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Memorandum of Agreement, and accept, for and on behalf of the City of Lubbock, the associated Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 14), on the south side of 82nd Street, east of I-27, for the 82nd Street and Martin Luther King Jr. Boulevard reconstruction, to be utilized for the 2022 Street Bond Project.

6. 14. **Resolution - Right-of-Way:** Resolution No. 2025-R0278 authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Memorandum of Agreement, and accept, for and on behalf of the City of Lubbock, the associated Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Section 31, Block AK, Lubbock County, Texas (Parcel 21), on the south side of 66th Street between Winfield Avenue and Wausau Avenue, for the 66th Street Expansion Project, to be utilized for the 2022 Street Bond Project.

6. 15. **Resolution - Engineering:** Resolution No. 2025-R0293 authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement Contract 17087, with HDR, Inc., for the reconstruction of Milwaukee Avenue from 4th Street to the north city limits of the City of Lubbock, to be utilized for the 2022 Street Bond Project.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member David Glasheen, to approve Resolution No. 2025-R0293.

Vote: 6 - 0 Motion carried

Other: Council Member Tim Collins (RECUSE)

6. 16. **Resolution - Engineering:** Resolution No. 2025-R0279 authorizing the Mayor to execute Professional Services Agreement Contract 18859, and all related documents, by and between the City of Lubbock and AMD Engineering, LLC, for on-call general surveying services.

6. 17. **Resolution Engineering:** Resolution No. 2025-R0280 authorizing the Mayor to execute Professional Services Agreement Contract 18858, and all related documents, by and between the City of Lubbock and Parkhill, for on-call general surveying services.

6. 18. **Resolution - Engineering:** Resolution No. 2025-R0281 authorizing the Mayor to execute Professional Services Agreement Contract 18860, and all related documents, by and between the City of Lubbock and R2M Engineering, LLC, for on-call general surveying services.

6. 19. **Resolution - Engineering:** Resolution No. 2025-R0282 authorizing the Mayor to execute Change Order No. 1 to Contract 18063, and related documents, with Rink's Lease Service, Inc., for replacing and installing water lines ahead of paving in Manhattan Heights.

6. 20. **Resolution - Engineering:** Resolution No. 2025-R0283 authorizing the Mayor to execute Development Agreement Contract 18959, with Starlight Development, LLC, for the construction of a portion of the Southwest Lubbock Sanitary Sewer Expansion Project.

6. 21. **Resolution - Public Works - Water:** Resolution No. 2025-R0284 authorizing the Mayor to execute Contract 18884, with Petree Farms, for cattle grazing rights at the Wildlife Mitigation Area at Lake Alan Henry.

6. 22. **Resolution - Public Works Water Utilities:** Resolution No. 2025-R0285 authorizing the Mayor to execute Purchase Order 23106030, with L. Howard Construction, Inc., to supply and install replacement chopper pumps and piping modifications for Digesters 8 and 9 at the Southeast Water Reclamation Plant.

6. 23. **Resolution - Public Works Water Utilities:** Resolution No. 2025-R0286 authorizing the Mayor to execute Purchase Order 23106039 with Walker Process Equipment, to supply a replacement spur gear drive assembly for installation in the Plant 4, Train 1, Primary Clarifier at the Southeast Water Reclamation Plant.

6. 24. **Resolution - Public Works Water Utilities:** Resolution No.'s 2025-R0287 and 2025-R0288 authorizing the Mayor to execute Contract 18670, with Averett Electric, and Contract 18828, with Ingram Professional Services, Inc., to provide instrumentation, electrical, and controls services at various City of Lubbock Water Utilities facilities.

6. 25. **Resolution - Public Works Streets:** Resolution No. 2025-R0289 authorizing the Mayor to execute Change Order No. 1 to Contract 18478, with Intermountain Slurry Seal, Inc., for services related to scrub seal/micro-surfacing.

6. 26. **Ordinance 1st Reading - Public Works Traffic Management:** Ordinance No. 2025-O0075 amending Section 20.05.103 of the City of Lubbock Code of Ordinances, with regard to the establishment of school zones and speed limits.

6. 27. **Resolution - Civic Center:** Resolution No. 2025-R0290 authorizing the Mayor to execute Job Order Contract 18946, with JK Dennard Construction LLC, for Erosion Control at the Moonlight Musicals Amphitheatre in Mackenzie Park.

6. 28. **Resolution - Fleet Services:** Resolution No. 2025-R0291 authorizing the Mayor to execute Contract 18701 with Williams Brake, Tune, and Tire, Contract 18856 with Bolton's Oil Change, Contract 18861 with Hub City Lube, Contract 18863 with Oil Changers, and Contract 18864 with Rapid Oil Change, for oil change services for City light and medium-duty vehicles.

7. Regular Agenda

7. 1. **Public Hearing - Planning (District 1):** Ordinance No. 2025-O0076, for Zone Case 1943-E, a request of AMD Engineering, LLC for Mantle Finance Group, LLC, for a zone change from Heavy Commercial District (HC) to Medium Density Residential District (MDR), at 1101 N Memphis, located south of North Loop 289 and west of Memphis Avenue, on 15.81 acres of unplatted land out of Block A, Section 18.

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

Mayor McBrayer opened the public hearing at 2:48 p.m.

Will Stephens, with AMD Engineering, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 2:50 p.m.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0076.

Vote: 7 - 0 Motion carried

7. 2. **Public Hearing - Planning (District 2):** Ordinance No. 2025-O0077, for Zone Case 1825-A, a request of Keller Williams Commercial for Pinkie's Inc., for a zone change from Neighborhood Commercial District (NC) and Heavy Commercial District (HC) to Auto-Urban Commercial District (AC), at 2312 82nd Street, located east of University Avenue and north of 82nd Street, Oak Park Addition, Tract J.

Kristen Sager, director of planning, gave a presentation and answered questions from City Council. Jeremy Steen, the proponent, gave comments and answered questions from City Council.

Mayor McBrayer opened the public hearing at 2:48 p.m.

Jeremy Steen, the proponent, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 2:50 p.m.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0077.

Vote: 7 - 0 Motion carried

7. 3. **Resolution - Planning:** Resolution No. 2025-R0294 approving and granting a variance from the applicable 300-feet minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 3135 34th Street, for an alcoholic beverage permit for Pub 55.

Kristen Sager, director of planning, gave a presentation and answered questions from City Council. Zachary Kundinger, the proponent, gave comments and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Brayden Rose, to approve Resolution No. 2025-R0294.

Vote: 5 - 2 Motion carried

NAY: Council Member Tim Collins
Council Member David Glasheen

2:55 P.M. CITY COUNCIL ADJOURNED

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

The June 24, 2025 Regular City Council Meeting minutes were approved by the City Council on the 22nd day of July, 2025.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 13577

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

07/22/2025:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2025-O0078, Amendment 28, amending the FY 2024-25 Budget for Municipal purposes, respecting the Transit Fund, amending $665,000 in local funds in substitution of FY2021 Section 5307 American Rescue Plan Act Grant Funds, for the purchase of Citibus vehicles; providing for filing; and providing for a savings clause.

Item Summary

On July 8, 2025, the City Council approved the first reading of the Ordinance.

> I. Amend the FY2025 Transit budget by substituting $665,000 in local funds in place of the $665,000 from the FY2021 Section 5307 American Rescue Plan Act (ARPA) grant fund, for the purpose of purchasing 17 Citibus staff vehicles. Budget is to be amended as reflected in Exhibit A.

The proposed budget amendment for the FY 2025 Citibus budget would allow for $665,000 in FY 2021 Section 5307 American Rescue Plan Act (ARPA) Grant funds to be exchanged for $665,500 in local funds, to be used for the purchase of Citibus staff vehicles. The funds will be used to purchase 10 sedans and 7 small SUVs.

On October 10, 2023 the City Council approved the City Fleet Department's FY 2023-24 vehicle and equipment purchases, which included the purchase of the Citibus staff vehicles.

The City Fleet Department began working on the replacement of staff vehicles for Citibus. However, vehicles purchased with Federal grant funds include a requirement to comply with the Buy America Act, which requires domestic content of vehicles to be 70% or greater, and that final assembly be completed in the United States.

The Fleet Department and Citibus have worked with the Federal Transit Administration (FTA), the Texas Department of Transportation (TxDOT) and State purchasing contracts, in an effort to identify vehicles that meet the Buy America requirements.

To date, no vehicles have been found that can be certified to have the 70% domestic content, as required in the Buy America Act.

Approval of the budget amendment would allow the vehicles to be purchased without the use of Federal grant funds, which would not require compliance with the Buy America Act. The cost associated with vehicles that are not compliant with the non-Buy America Act are generally less expensive than vehicles that meet the 70% domestic content requirement in the Buy America Act.

Moving $665,000 of ARPA funds from Capital to Operating, allows $665,000 of local funds to be used for 17 Citibus staff vehicles. There will be no additional cost to the City of Lubbock.

Fiscal Impact

The local funds in the amount of $665,000 located in the FY 2024-25 Transit Operating Budget are to be substituted in place of the $665,000 grant funds located in the FY 2020-21 Section 5307 American Rescue Plan Act Grant, for the purchase of CitiBus Vehicles. There will be no fiscal impact, as no additional funding is to be appropriated or reduced.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 28
Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE TRANSIT DEPARTMENT, AMENDING $665,000 IN LOCAL FUNDS IN SUBSTITUTION OF FY2021 SECTION 5307 AMERICAN RESCUE PLAN ACT GRANT FUNDS, FOR THE PURCHASE OF CITIBUS VEHICLES; 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 #28) for municipal purposes, as follows:

I. Amend the FY2025 Transit budget by substituting $665,000 in local funds in place of the $665,000 from the FY2021 Section 5307 American Rescue Plan Act (ARPA) grant fund, for the purpose of purchasing seventeen (17) Citibus staff vehicles. Budget is so amended as reflected in Exhibit A.

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

Transit - Combined Grant and Operating Overview

Operating Fund	Actual	Actual	Budget	Budget	Amended	Variance	% Change
FUNDING SOURCES	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	from Budget	from Budget
City Transfer	1,629,236	2,400,000	2,458,356	2,958,473	2,958,473	-	-
Department Operations	687,500	737,500	871,250	932,500	932,500	-	-
Advertising	285,000	250,000	250,000	225,000	225,000	-	-
Tech Sub System	4,000,000	4,550,000	4,550,000	4,875,000	4,875,000	-	-
Ticket & Freight Agent	50,000	37,750	65,000	70,000	70,000	-	-
Leasing & Sale of Buses	5,000	5,000	5,000	5,000	5,000	-	-
Transfer from Economic Development Fund	400,000	400,000	400,000	400,000	400,000	-	-
Total Operating Revenues	7,056,736	8,380,250	8,599,606	9,465,973	9,465,973	-	-
Section 5307 Federal Grant	3,440,202	4,339,022	4,423,628	4,746,010	4,746,010	-	-
Section 5310 Federal Grant - Elderly and Disabled	218,618	305,672	298,904	312,891	312,891	-	-
Section 5307 State Grant - Operating	716,091	716,091	655,365	682,788	682,788	-	-
Section 5339 Federal Capital Grant	-	358,256	368,405	399,653	399,653	-	-
Section 5307 Federal Grant - C.A.R.E.S. Act Grant	3,296,013	3,236,658	1,189,675	-	-	-	-
Section 5307 Federal Grant - ARP	-	-	1,522,070	1,520,738	2,185,738	665,000	0.44
Lubbock Metropolitan Planning Organization Grant	53,700	60,700	60,700	60,700	60,700	-	-
Prior Year Grant Funding	320,000	1,245,874	1,057,204	1,135,572	1,135,572	-	-
Total Grant Revenues	8,044,624	10,262,273	9,575,951	8,858,352	9,523,352	665,000	0.08
Use of Prior Year Grants/Match	80,000	65,000	580,891	803,815	803,815	-	-
TOTAL FUNDING SOURCES	15,181,360	18,707,523	18,756,448	19,128,140	19,793,140	665,000	0.03

	Actual	Actual	Budget	Budget	Amended	Variance	% Change
GRANT AND DEPARTMENT LEVEL EXPENSES	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	from Budget	from Budget
Compensation	6,377,204	7,267,561	7,454,894	7,798,685	7,798,685	-	-
Benefits	3,476,079	3,615,313	3,753,314	4,188,828	4,188,828	-	-
Supplies	1,106,704	2,679,916	2,222,370	1,962,525	1,962,525	-	-
Maintenance	1,732,924	1,894,251	1,771,216	1,787,252	1,787,252	-	-
Professional Services/Training	881,754	979,207	1,334,817	1,436,051	1,436,051	-	-
Other Charges	758,257	778,713	808,955	823,521	823,521	-	-
Capital Outlay - Staff Vehicles	-	-	-	-	665,000	665,000	-
Capital Outlay/Reimbursements	391,459	547,327	455,497	465,113	465,113	-	-
Capital Outlay/Reimbursements	456,979	945,235	955,384	666,166	666,166	-	-
TOTAL GRANT AND DEPARTMENT LEVEL EXPENSES	15,181,360	18,707,523	18,756,448	19,128,140	19,793,140	665,000	0.03

The employees of Citibus are employees of RATP Dev

*This page shows budgeted numbers, not actual, in the prior years due to how the grants are spent.

Transit - Operating Fund Overview

Operating Fund	Actual*	Actual*	Actual*	Budget	Budget	Amended	Variance
FUNDING SOURCES	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	from Budget
City Transfer	$ 1,629,236	1,629,236	2,400,000	2,458,356	2,958,473	2,958,473	-
Department Operations	1,560,000	687,500	737,500	871,250	932,500	932,500	-
Advertising	330,000	285,000	250,000	250,000	225,000	225,000	-
Tech Sub System	4,000,000	4,000,000	4,550,000	4,550,000	4,875,000	4,875,000	-
Ticket & Freight Agent	100,000	50,000	37,750	65,000	70,000	70,000	-
Leasing & Sale of Buses	10,000	5,000	5,000	5,000	5,000	5,000	-
Transfer from Economic Development Fund	400,000	400,000	400,000	400,000	400,000	400,000	-
Total Revenue Sources	$ 8,029,236	7,056,736	8,380,250	8,599,606	9,465,973	9,465,973	-
Use of Excess Reserves	8,563,631	10,821,681	65,000	580,891	803,815	803,815	-
TOTAL FUNDING SOURCES	$ 16,592,867	17,878,417	8,445,250	9,180,497	10,269,788	10,269,788	-

	Actual*	Actual*	Actual*	Budget	Budget	Amended	Variance
DEPARTMENT LEVEL EXPENSES	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	from Budget
Compensation	$ 6,377,205	7,267,561	1,977,755	1,969,586	2,117,656	1,452,656	(665,000)
Benefits	3,476,079	2,460,095	934,784	978,985	1,466,326	1,466,326	-
Supplies	1,106,704	1,882,405	810,209	1,417,885	1,599,841	1,599,841	-
Maintenance	1,732,924	1,894,251	-	-	-	-	-
Professional Services & Contract Maint	872,699	979,207	602,343	525,271	817,529	817,529	-
Other Charges	767,312	778,713	731,491	808,955	823,521	823,521	-
Capital Outlay/Reimbursements	848,437	1,405,384	586,979	586,979	266,513	266,513	-
Capital Outlay-Staff Vehicles	-	-	-	-	-	665,000	665,000
TOTAL DEPARTMENT LEVEL EXPENSES	$ 15,181,361	16,667,616	5,643,562	6,287,662	7,091,385	7,091,385	-

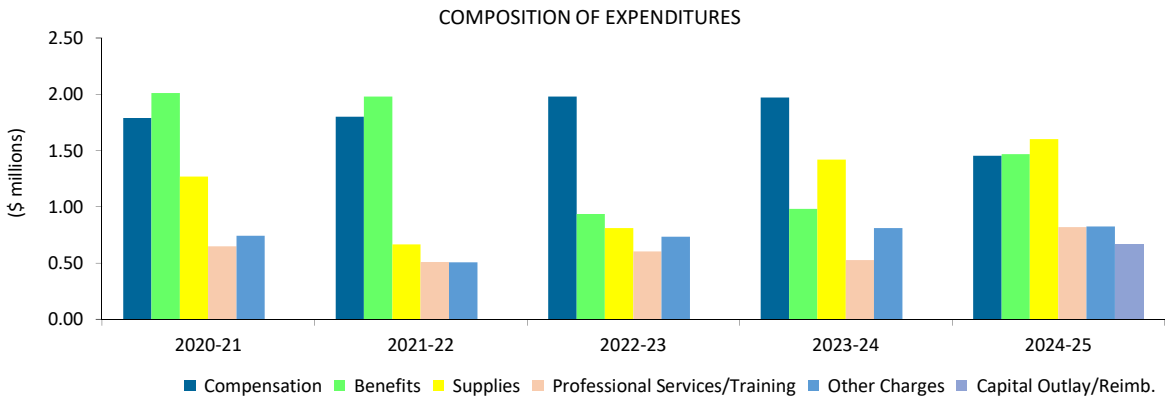
FUND LEVEL EXPENSES							
Transfer to 5307 Grant Fund	$ 1,338,625	1,091,204	2,587,358	2,717,229	2,994,579	2,994,579	-
Transfer to 5310 Grant Fund	72,881	119,597	214,330	175,606	183,823	183,823	-
TOTAL FUND LEVEL EXPENSES	$ 1,411,506	1,210,801	2,801,688	2,892,835	3,178,403	3,178,403	-
TOTAL EXPENSES	$ 16,592,867	17,878,417	8,445,250	9,180,497	10,269,788	10,269,788	-

*Due to grant funding extending beyond the fiscal year, budgeted amounts are provided.
The employees of Citibus are employees of RATP Dev

% Change from Budget
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% Change from Budget
(0.3)
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Transit - Department Overview



EXPENDITURES BY CATEGORY	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25	Amended FY 2024-25	Variance from Budget	% Change from Budget
Compensation	1,800,573	1,977,755	1,969,586	2,117,656	1,452,656	(665,000)	(0.3)
Benefits	1,978,686	934,783	978,985	1,466,326	1,466,326	-	-
Supplies	665,849	810,209	1,417,885	1,599,841	1,599,841	-	-
Professional Services/Training	508,398	602,343	525,271	817,529	817,529	-	-
Other Charges	506,609	731,491	808,955	823,521	823,521	-	-
Capital Outlay/Reimbursements	456,979	586,979	586,979	266,513	266,513	-	-
Capital Outlay - Staff Vehicles	-	-	-	-	665,000	665,000	
TOTAL EXPENDITURES BY CATEGORY	5,917,094	5,643,561	6,287,662	7,091,385	7,091,385	-	-

*The employees of Citibus are employees of RATP Dev

Transit Federal and State Grants Overview

Section 5307 Federal Grant	Actual	Actual	Actual	Amended	Budget	Amended	Variance	% Change
FUNDING SOURCES	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	from Budget	from Budget
ADA Capital	$ 339,118	344,020	433,902	442,363	474,601	474,601	-	-
Capital	200,000	200,000	200,000	200,000	200,000	200,000	-	-
Capital Maintenance	2,324,201	2,551,539	2,846,778	2,355,135	2,970,906	2,970,906	-	-
Operating Assistance	432,569	201,539	808,259	1,373,908	909,174	909,174	-	-
Planning	95,912	143,104	50,084	52,222	191,329	191,329	-	-
Transfer from Operating for Local Match	1,172,375	1,011,204	1,690,950	2,136,338	1,868,382	1,868,382	-	-
TOTAL GRANT FUNDING	$ 4,564,175	4,451,406	6,029,972	6,559,967	6,614,392	6,614,392	-	-
EXPENDITURES BY CATEGORY								
Compensation*	$ 1,325,413	1,172,753	2,023,909	1,941,707	2,272,540	2,272,540	-	-
Benefits*	1,226,032	229,870	365,532	1,485,322	1,384,095	1,384,095	-	-
Supplies	-	440,855	1,072,195	401,327	362,684	362,684	-	-
Maintenance	1,703,992	1,732,924	1,894,251	1,771,216	1,787,252	1,787,252	-	-
Professional Services/Training	46,219	373,356	376,864	710,395	557,822	557,822	-	-
Other Charges	12,520	251,648	47,222	-	-	-	-	-
Capital Outlay/Reimbursements	250,000	250,000	250,000	250,000	250,000	250,000	-	-
TOTAL GRANT EXPENSES	$ 4,564,177	4,451,406	6,029,972	6,559,966	6,614,393	6,614,393	-	-

Prior Year Section 5307 Federal Grant	Actual	Actual	Actual	Amended	Budget	Amended	Variance	% Change
FUNDING SOURCES	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	from Budget	from Budget
ADA Capital	$ -	-	89,882	-	-	-	-	-
Capital Maintenance	250,000	300,000	160,000	550,000	-	-	-	-
Operating Assistance	100,000	-	808,938	422,120	1,123,072	1,123,072	-	-
Planning	15,000	20,000	100,000	85,084	12,500	12,500	-	-
Transfer from Operating for Local Match	166,250	80,000	896,409	580,891	1,126,197	1,126,197	-	-
TOTAL GRANT FUNDING	$ 531,250	400,000	2,055,229	1,638,095	2,261,769	2,261,769	-	-
EXPENDITURES BY CATEGORY								
Compensation*	$ 531,250	400,000	888,517	1,638,095	923,361	923,361	-	-
Benefits*	-		1,166,712	-	1,338,408	1,338,408	-	-
TOTAL GRANT EXPENSES	$ 531,250	400,000	2,055,229	1,638,095	2,261,769	2,261,769	-	-

Section 5307 State Operating Grant	Actual	Actual	Actual	Amended	Budget	Amended	Variance	% Change
FUNDING SOURCES	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	from Budget	from Budget
State Operating Assistance Grant	$ 716,091	716,091	716,091	655,365	682,788	682,788	-	-
TOTAL GRANT FUNDING	$ 716,091	716,091	716,091	655,365	682,788	682,788	-	-
EXPENDITURES BY CATEGORY								
Compensation*	$ 716,091	716,091	716,091	655,365	682,788	682,788	-	-
TOTAL GRANT EXPENSES	$ 716,091	716,091	716,091	655,365	682,788	682,788	-	-

Section 5310 Federal Grant	Actual	Actual	Actual	Amended	Budget	Amended	Variance	% Change
FUNDING SOURCES	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	from Budget	from Budget
Federal Grant	$ 98,378	98,378	137,552	134,507	140,801	140,801	-	-
Capital	120,240	120,240	168,120	164,397	172,090	172,090	-	-
Transfer from Operating for Local Match	72,881	119,597	179,582	175,606	183,823	183,823	-	-
TOTAL GRANT FUNDING	$ 291,499	338,215	485,254	474,510	496,714	496,714	-	-
EXPENDITURES BY CATEGORY								
Compensation*	$ 141,199	196,756	275,105	269,014	281,602	281,602	-	-
Capital Outlay/Reimbursements	150,300	141,459	210,150	205,497	215,113	215,113	-	-
TOTAL GRANT EXPENSES	$ 291,499	338,215	485,254	474,510	496,714	496,714	-	-

Prior Year Section 5310 Federal Grant	Actual	Actual	Actual	Amended	Budget	Amended	Variance	% Change
FUNDING SOURCES	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-25	from Budget	from Budget
Federal Grant	$ -	-	17,312	-	-	-	-	-
Capital	-	-	69,742	-	-	-	-	-
Transfer from Operating for Local Match	-	-	34,748	-	-	-	-	-
TOTAL GRANT FUNDING	$ -	-	121,802	-	-	-	-	-
							-	-
EXPENDITURES BY CATEGORY							-	-
Compensation*	$ -	-	34,624	-	-	-	-	-
Capital Outlay/Reimbursements	-	-	87,178	-	-	-	-	-
TOTAL GRANT EXPENSES	$ -	-	121,802	-	-	-	-	-

[¥]FY 2014-15 and FY 2015-16 award amounts were applied to the following fiscal year budget

Transit Federal and State Grants Overview

Section 5303 MPO Grant

FUNDING SOURCES	Actual FY 2020-21	Actual FY 2021-22	Actual FY 2022-23	Amended FY 2023-24	Budget FY 2024-25	Amended FY 2024-25	Variance from Budget	% Change from Budget
Municipal Planning Organization Grant	$ 53,700	53,700	60,700	60,700	60,700	60,700	-	-
TOTAL GRANT FUNDING	$ 53,700	53,700	60,700	60,700	60,700	60,700	-	-
EXPENDITURES BY CATEGORY								
Compensation*	$ 1,624	-	993	(0)	-	-	-	-
Benefits*	52,076	53,700	59,707	15,700	-	-	-	-
Professional Services/Training	-			45,000	60,700	60,700	-	-
TOTAL GRANT EXPENSES	$ 53,700	53,700	60,700	60,700	60,700	60,700	-	-

Section 5339 Federal Grant

FUNDING SOURCES	Actual FY 2020-21	Actual FY 2021-22	Actual FY 2022-23	Amended FY 2023-24	Budget FY 2024-25	Amended FY 2024-25	Variance from Budget	% Change from Budget
Federal Capital Grant	$ -	-	358,256	368,405	399,653	399,653	-	-
TOTAL GRANT FUNDING	$ -	-	358,256	368,405	399,653	399,653	-	-
EXPENDITURES BY CATEGORY								
Capital Outlay/Reimbursements	$ -	-	358,256	368,405	399,653	399,653	-	-
TOTAL GRANT EXPENSES	$ -	-	358,256	368,405	399,653	399,653	-	-

Section 5307 ARP Grant

FUNDING SOURCES	Actual FY 2020-21	Actual FY 2021-22	Amended FY 2022-23	Budget FY 2023-24	Budget FY 2024-25	Budget FY 2024-25	Variance from Budget	% Change from Budget
Operating Assistance	$ -	-	-	1,522,070	1,520,738	2,185,738	665,000	0.4
TOTAL GRANT FUNDING	$ -	-	-	1,522,070	1,520,738	2,185,738	665,000	-
EXPENDITURES BY CATEGORY								
Compensation	$ -	-	-	248,763	1,520,738	2,185,738	665,000	0.4
Benefits	-	-	-	1,273,307			-	-
TOTAL GRANT EXPENSES	$ -	-	-	1,522,070	1,520,738	2,185,738	665,000	-

Section 5307 CARES Grant

FUNDING SOURCES	Actual FY 2020-21	Amended FY 2021-22	Amended FY 2022-23	Budget FY 2023-24	Budget FY 2024-25	Budget FY 2024-25	Variance from Budget	% Change from Budget
Operating Assistance	$ 1,629,237	3,296,013	3,236,658	1,189,675	-	-	-	-
TOTAL GRANT FUNDING	$ 1,629,237	3,296,013	3,236,658	1,189,675	-	-	-	-
EXPENDITURES BY CATEGORY								
Compensation	$ 1,629,237	2,091,031	1,350,568	732,366	-	-	-	-
Benefits	-	1,204,982	1,088,579	-	-	-	-	-
Supplies	-	-	797,511	403,158	-	-	-	-
Other Charges	-	-	-	54,151	-	-	-	-
TOTAL GRANT EXPENSES	$ 1,629,237	3,296,013	3,236,658	1,189,675	-	-	-	-
GRAND TOTAL FUNDING SOURCES	$ 7,785,953	9,255,425	13,063,962	12,468,787	12,036,755	12,701,755	665,000	0.1
GRAND TOTAL EXPENDITURES	$ 7,785,954	9,255,424	13,063,962	12,468,786	12,036,755	12,701,755	665,000	0.1

*The employees of Citibus are the employees of RATP Dev

AI# 13599
Regular City Council Meeting 6. 2.
07/22/2025:

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing Pedestrian Access, Underground Utility, and Transformer Pad Easements located in Tract 1-D-1, Section 44, Block AK, Snow Davis Addition to the City of Lubbock, Lubbock County, Texas, south of 19th Street and east of West Loop 289.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close Pedestrian Access, Underground Utility, and Transformer Pad Easements, south of 19th Street and east of West Loop 289, on behalf of AMD Engineering, LLC.

AMD is closing the easements in order to re-plat this tract and these existing easements are no longer needed.

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

Attachments

Ordinance - Easement Closures - Snow Davis
EXHIBIT - A Snow Davis
GIS Map Easement Closures - Snow Davis

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PEDESTRIAN ACCESS, UNDERGROUND UTILITY, AND TRANSFORMER PAD EASEMENTS LOCATED IN TRACT 1-D-1, SECTION 44, BLOCK AK, SNOW DAVIS ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT pedestrian access, underground utility, and transformer pad easements as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use, such easements 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

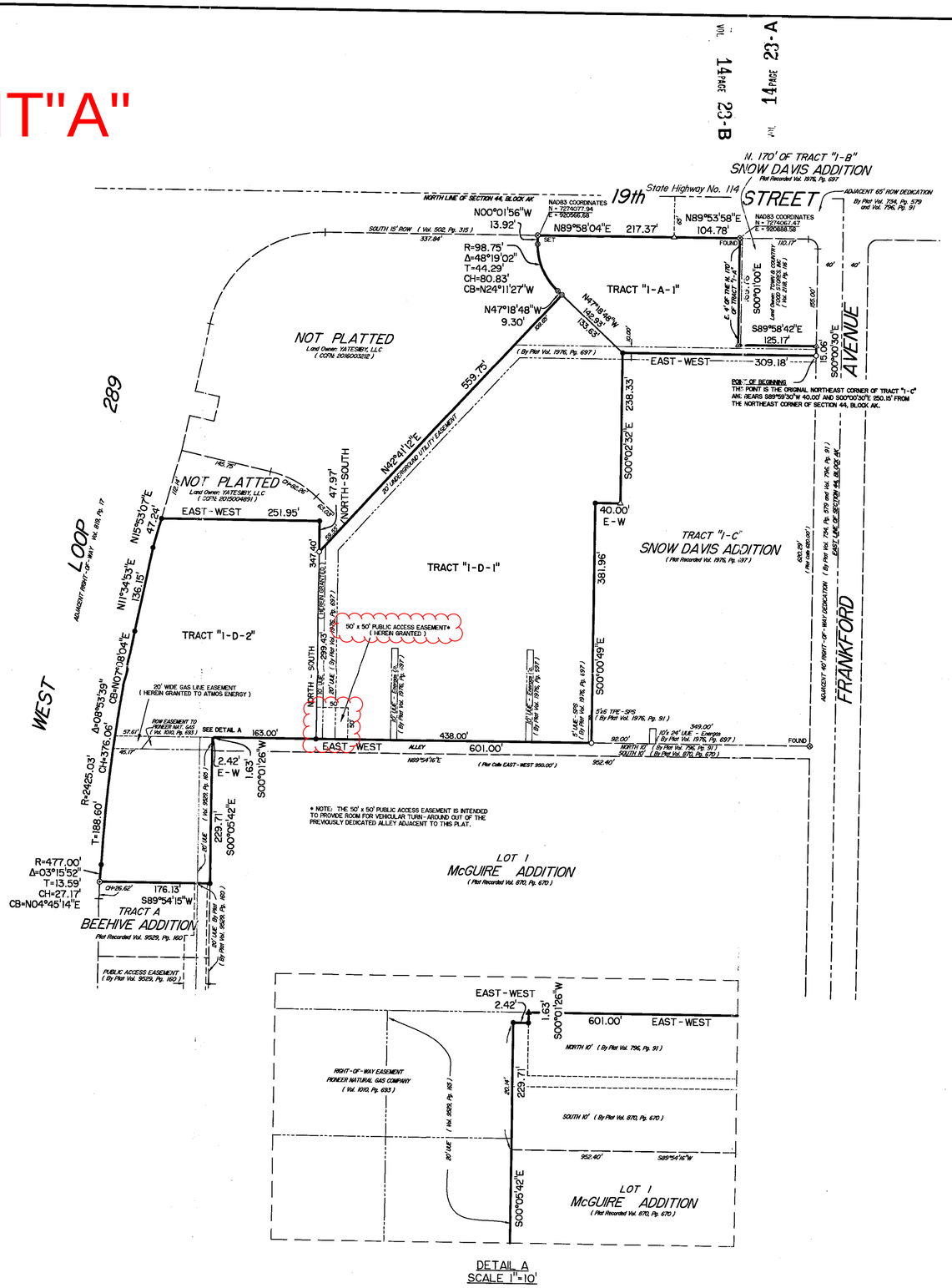
APPROVED AS TO CONTENT:

John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

EXHIBIT"A"



DETAIL A
SCALE 1"=10'

TRACTS "1-A-1", "1-D-1" AND "1-D-2"

A REPLAT OF A PORTION OF TRACT "1-A", A PORTION OF TRACT "1-B, AND TRACT "1-D"

SNOW DAVIS ADDITION

TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

782.03
P&D 2016031296

GENERAL NOTES:

Scale : 1"=100'
Heavy lines indicate plat limits.
All streets, alleys, and easements within plat limits are herein dedicated unless noted otherwise.
All easements herein granted shall entitle the City or the utility company using such easements to the right to remove, repair, or replace any lines, pipes, conduits, or poles within such easements as may be determined by the City or utility company without the City or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such removal, repair, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed.
All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of section 36.09.095 of the Lubbock Code of Ordinances.
Any relocation or revision of existing facilities shall be at the subdivider's expense. Compensation shall be made prior to the recording of this final plat.
All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date, and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at expense of the entity requesting such installation.
No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by Planning and Zoning Commission policy or by the Lubbock Code of Ordinances.
Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Sec. 28.09.131, Sec. 28.14.004, and Sec. 30.03.073 of the Lubbock Code of Ordinances.
Solid waste handling within this plat shall be secured privately unless specific provisions are made for solid waste to be collected by the City of Lubbock.
Blanket underground utility, transformer pad, and switching enclosure easement is herein granted within each individual tract to Lubbock Power and Light Company and South Plains Electric Co-op as required for service within that individual tract.
Blanket underground utility easement is herein granted within each individual tract to Atmos Energy as required for service within that individual tract.

PREVIOUSLY RECORDED EASEMENTS:

Blanket garbage collection easement granted by plat of Tracts "1-A" thru "1-D", Snow Davis Addition to the City of Lubbock, Lubbock County, Texas (DR.CT), according to the map, plat and/or dedication deed thereof recorded in Vol. 1976, Pg. 697 of the Deed Records of Lubbock County, Texas (DRLCT).
Blanket underground utility and transformer pad, granted to Lubbock Power and Light, and Southwestern Bell Telephone Company by the plat of Tracts "1-A" thru "1-D", Snow Davis Addition to the City of Lubbock, Lubbock County, Texas , according to the map, plat and/or dedication deed thereof recorded in Vol. 1976, Pg. 697, DRLCT.

ADDITIONAL NOTES:

Contains: 9.955 Acres
CCFN - County Clerk File Number
R-O-W - Right of Way
UUE - Underground Utility Easement
TPE - Transformer Pad Easement (4'x6')
LPL - Lubbock Power and Light Company
SPS - Southwestern Public Service
● - Found 1/2" iron rod with cap
○ - Set 1/2" iron rod with cap
Δ - Found railroad spike
⊗ - "x" cut on concrete (found or set as indicated)
● - Set crosshatch nail with washer
Δ - Found "Mag" nail with washer
⊙ - Found "Mag" nail
▲ - Found 3/8" iron rod

SURVEY CONTROL:

NAD83: Coordinates shown hereon as "NAD83" are relative to the Texas Coordinate System of 1983, North Central Zone datum as described in Texas Natural Resources Code, Title 2, Chapter 21, as amended. Coordinates are "grid" coordinates and may not necessarily compute to match the previously established bearings reported on this plat. Distances shown are surface, U.S. Survey feet.
Bearings are relative to the Southern boundary of Tract "1-D", Snow Davis Addition, being previously recognized as East-West.
A legal description of even survey date herewith accompanies this plat.
No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining parcels or rights-of-way). Record documents other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.

Know all men by these presents:
That I, Brent Carroll, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments indicated thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lubbock, Texas.
March 10, 2016
Revised August 24, 2016 to add gas line easement

Registered Professional
Land Surveyor No. 5410
State of Texas

Approved this 5th day of May, 20 16
by the City Planning Commission of the City of Lubbock, Texas

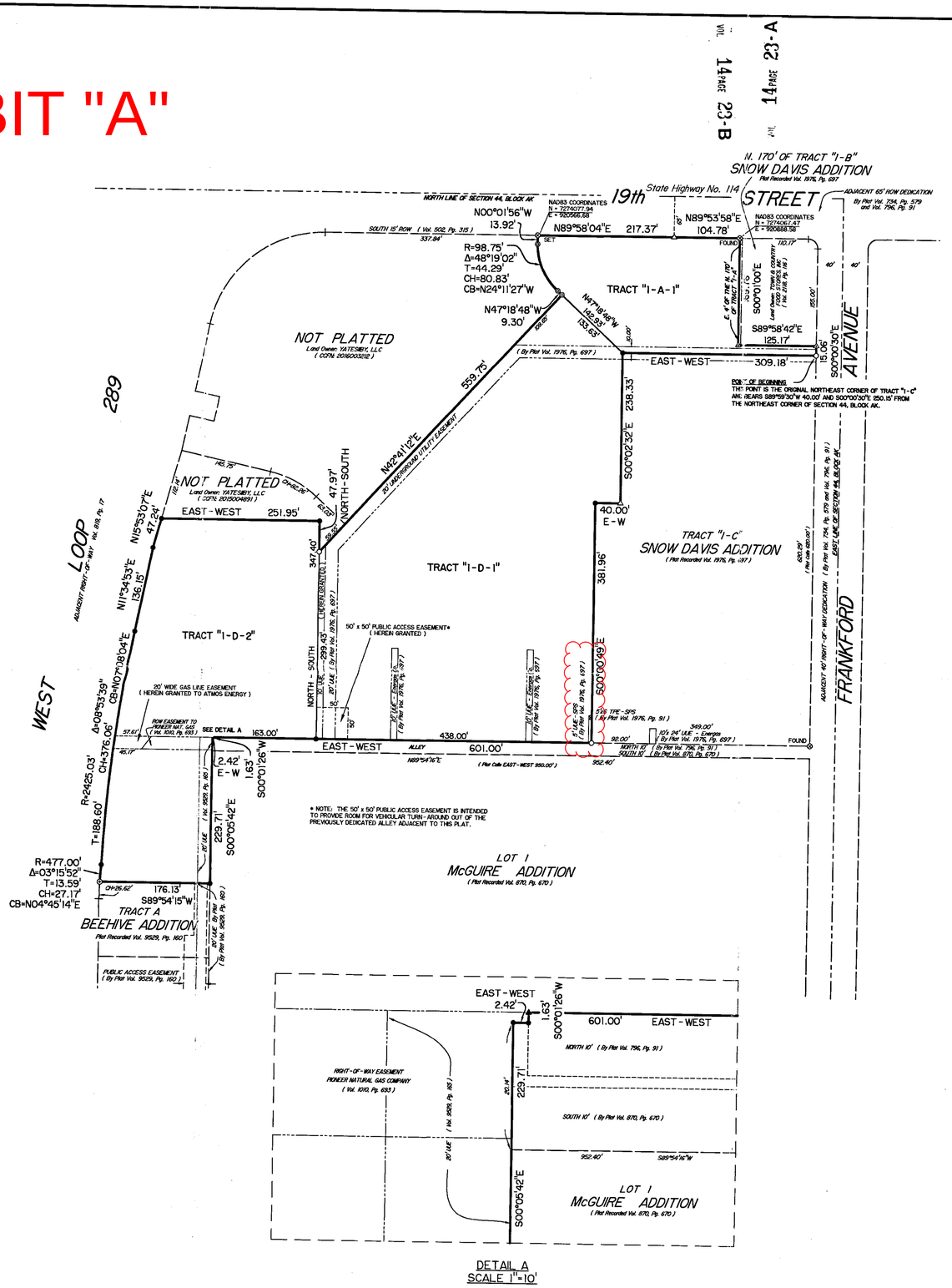
Approved _____ Chairman

Attest _____ Secretary

NORTH

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-700
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-8642
FAX: 806 / 763-3891

EXHIBIT "A"



DETAIL A
SCALE 1"=10'

TRACTS "1-A-1", "1-D-1" AND "1-D-2"

A REPLAT OF A PORTION OF TRACT "1-A", A PORTION OF TRACT "1-B, AND TRACT "1-D"

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TO THE CITY OF LUBBOCK,
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Bearings are relative to the Southern boundary of Tract "1-D", Snow Davis Addition, being previously recognized as East-West.

A legal description of even survey date herewith accompanies this plat.

No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining parcels or rights-of-way). Record documents other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.

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March 10, 2016
Revised August 24, 2016 to add gas line easement

Registered Professional
Land Surveyor No. 5410
State of Texas

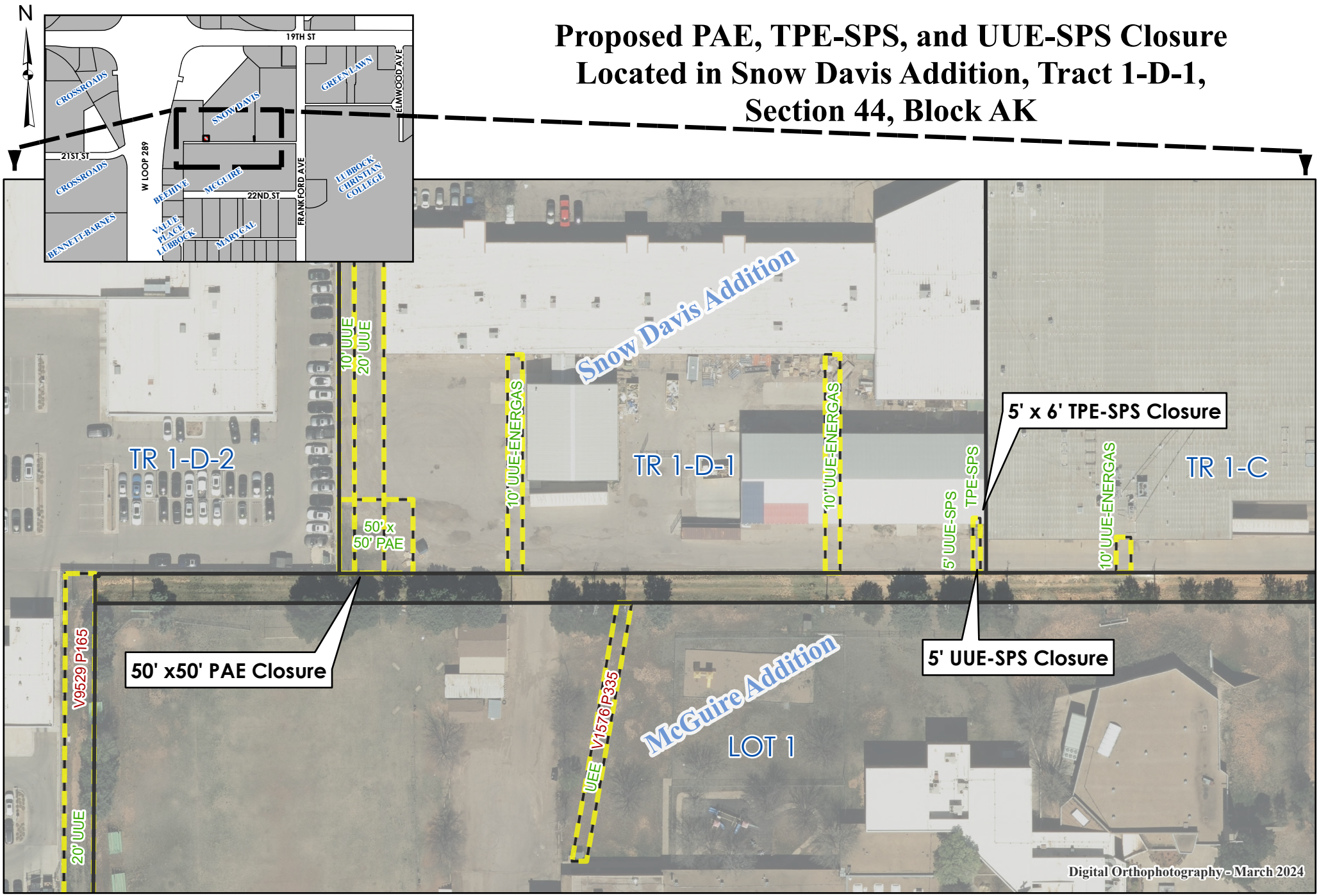
Approved this 5th day of May, 20 16
by the City Planning Commission of the City of Lubbock, Texas

Approved _____ Chairman

Attest _____ Secretary

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-700
1601 AVENUE N
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PHONE: 806 / 763-8642
FAX: 806 / 763-3891

Proposed PAE, TPE-SPS, and UUE-SPS Closure Located in Snow Davis Addition, Tract 1-D-1, Section 44, Block AK



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

City of Lubbock TEXAS

AI# 13600
Regular City Council Meeting 6. 3.
07/22/2025:

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing portions of Avenue B, north of 29th Street, located in Section 7, Block B, City of Lubbock, Lubbock County, Texas, to consolidate land holdings.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a portion of Avenue B, located north of 29th Street. The proponent desires to close the right-of-way (ROW) to consolidate their land holdings.

The total area of ROW being closed is 11,576 square feet. The Right-of-Way Department has valued this property at $0.50 per square foot. The proponent is dedicating an 11,353 square foot drainage and utility easement, in place of the ROW, for which they receive a 50% credit from the cost of the ROW.

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

Fiscal Impact

$2,952.25 in revenue to the General Fund

Staff/Board Recommending

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

Attachments

Ordinance - Avenue B - ROW closure
EXHIBIT A - Avenue B, Closure
GIS Map - Avenue B - ROW closure

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF AVENUE B LOCATED IN SECTION 7, BLOCK B, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of a 0.2657 acre portion of Avenue “B”, located West of and adjacent to J.J. Dillard Addition to the City of Lubbock, Lubbock County, Texas and East of and adjacent to Block 2, Usleaman’s Addition to the City of Lubbock, Lubbock County, Texas, said 0.2657 acres being further described as follows:

BEGINNING at a 1/2” iron rod with cap marked “HRA” set in the Western boundary of the J.J. Dillard Addition to the City of Lubbock, Lubbock County, Texas as recorded in Volume 444, Page 86, Deed Records of Lubbock County, Texas (DRLCTX), for the Southeast corner of this tract, which bears N. 01º49’40” E. a distance of 421.17 feet from a 1/2" iron pipe found at the original Southwest corner of Lot 12 of said J.J. Dillard Addition;

THENCE N. 88º17’29” W., at 24.01 feet pass a “MAG” nail with washer marked “HRA” set in reference, continuing for a total distance of 48.03 feet to a 1/2” iron rod with cap marked “HRA” set for the Southeast corner of Block 2, Usleaman’s Addition to the City of Lubbock, Lubbock County, Texas as recorded in Volume 18, Page 540, Volume 31, Page 197 and Volume 91, Page 463, DRLCTX, for the Southwest corner of this tract;

THENCE N. 01º42’31” E., along the Eastern boundary of said Block 2, a distance of 239.83 feet to a point for the Southwest corner of a previously closed portion of Avenue “B”, street closure described in Volume 407, Page 634 of the Deed Records of Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88º10’20” E., along the South line of said street closure, at 3.50 feet pass a 1/2” iron rod with cap marked “HRA” set in reference, continuing for a total distance of 48.53 feet to a 1/2" iron rod with cap marked “HRA” set in the Western boundary of said J.J. Dillard Addition at the Southeast corner of said street closure, for the Northeast corner of this tract;

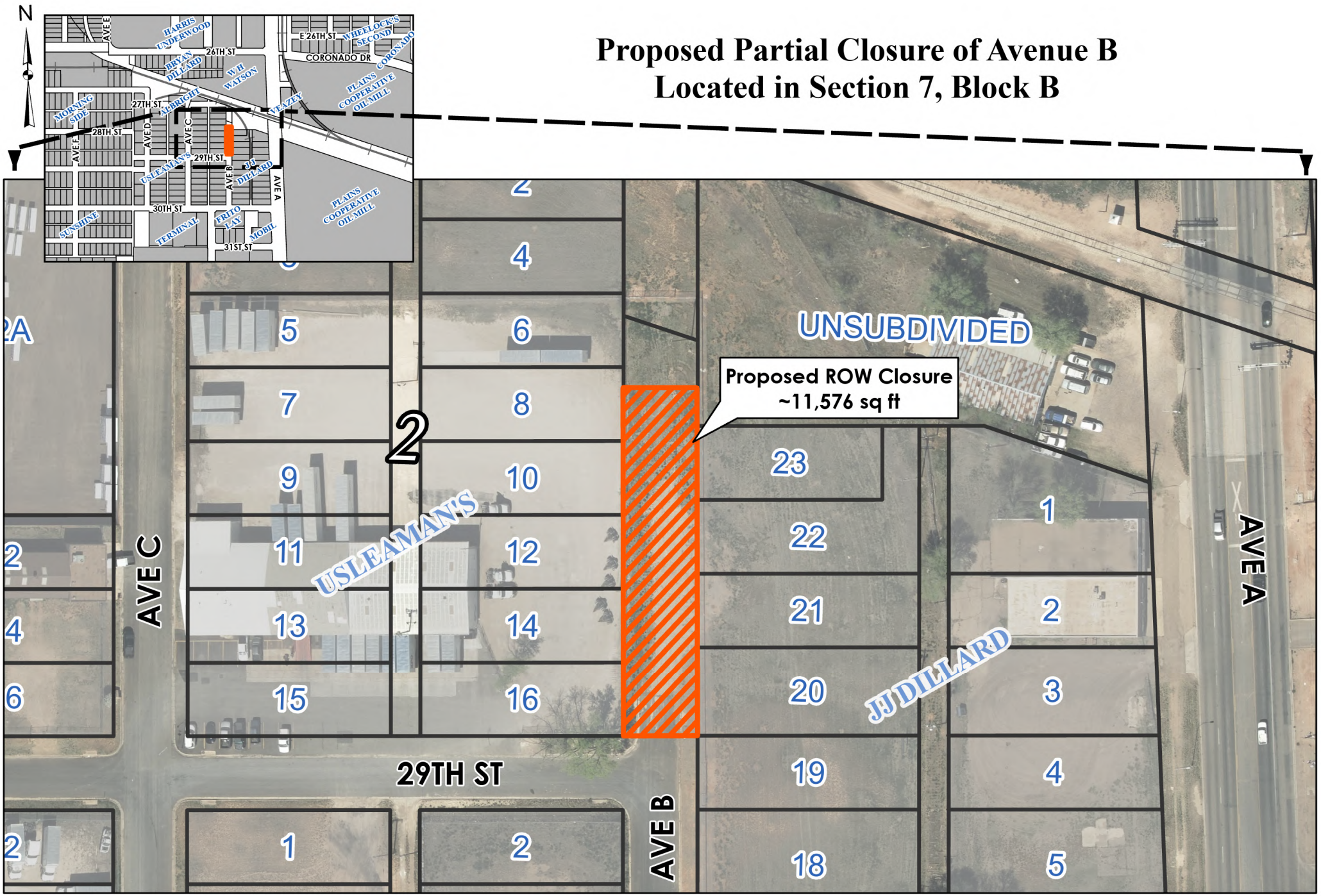
THENCE S. 01°49'40" W., along the Western boundary of said J.J. Dillard Addition, a distance of 239.73 feet to the Point of Beginning.

Contains: 11,576 square feet more or less.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011).

NOTICE: This electronic file is provided for convenience purposes and is a verbatim copy of a certified description retained on file at Hugo Reed and Associates, Inc. In any case of discrepancy, the certified description governs.

Proposed Partial Closure of Avenue B
Located in Section 7, Block B



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

AI# 13598
Regular City Council Meeting 6. 4.
07/22/2025:

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 7-Eleven, Inc., for a private sanitary sewer and lift station on University Avenue, north of 66th Street along Tract B of the Super K-Mart Plaza Subdivision.

Item Summary

7-Eleven, Inc. is applying to renew a Street Use License first issued in 2005 on University Avenue, north of 66th Street for the purpose of a private sanitary sewer and lift station.

The term of the license is for 20 years, payable every 5years 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 $885.15, paid in advance, pursuant to current City policy.

Fiscal Impact

This will generate $885.15 for the General Fund.

Staff/Board Recommending

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

Attachments

Resolution - 7-11, 66th & University
Street Use License - 7-11, 66th & University
GIS Map - 7-11, 66th & University

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 7-Eleven, Inc., 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

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

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 **7-ELEVEN, INC.,** 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 portions of three dedicated streets for street light signage banners, and being further described as follows:

BEGINNING at a point 5.00 feet south and 1.5 feet west of the northwest corner of Lot 1 Horseshoe Terrace Addition to the City of Lubbock, Lubbock County, Texas;

THENCE West 3.00 feet to a point. point being the southwest comer of this tract;

THENCE North 281.00 feet to a point. point being the northwest comer of this tract;

THENCE East 3.00 feet to the point. point being the northeast corner of this tract; the TIIENCE POINT OF South 281.00 BEGINNJNG. feet 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 **3200 Hackberry Road, Irving, TX 75063**, 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 EIGHT HUNDRED EIGHTY-FIVE DOLLARS AND 15/100 ($885.15) 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

7-ELEVEN, INC.

By: _____
Nathanael Gardner, Sr. Development Director

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 DALLAS §

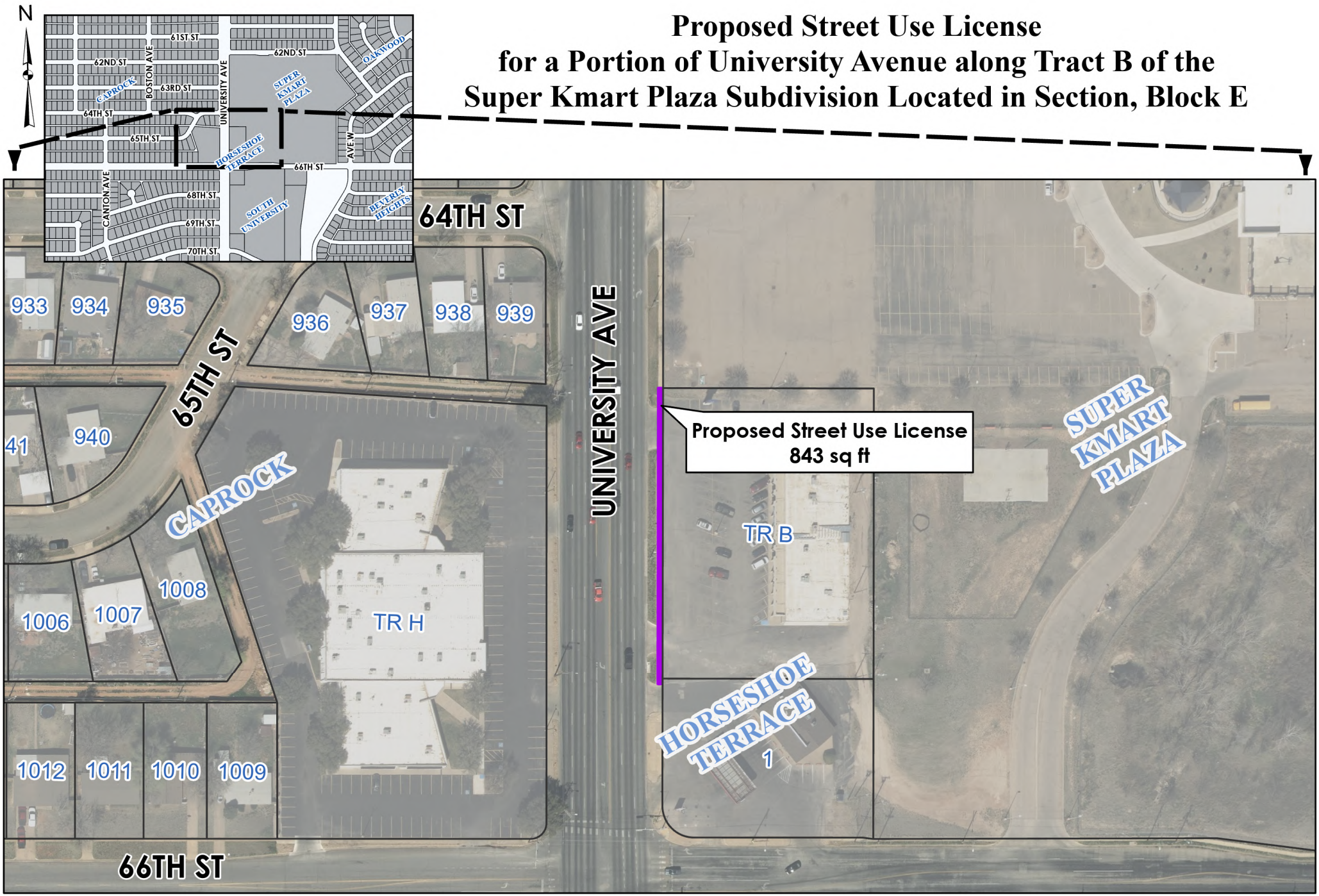
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Nathanael Gardner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said **7-ELEVEN, INC.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of JULY, 2025.

JASMINE GALO
Notary Public, State of Texas
Notary ID 134943935
My Comm. Expires 06-14-2028

Jasmine Galo
Notary Public in and for the State of Texas
My Commission Expires: 6-14-2028

Proposed Street Use License for a Portion of University Avenue along Tract B of the Super Kmart Plaza Subdivision Located in Section, Block E



0 100 200 300 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

AI# 13603
Regular City Council Meeting 6. 5.
07/22/2025:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, with Genaro C. Garcia, Jr. and his wife, Elizabeth M. Garcia, and accept, for and on behalf of the City of Lubbock, the associated Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Lot 2, Block 4 of the Trigg Heights Addition, within Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 12), on the northwest corner of 82nd Street and Martin Luther King, Jr. Boulevard (MLK Jr. Blvd.), for the MLK Jr. Blvd. Capital Improvementment Project, to be utilized for the 2022 Street Bond Project.

Item Summary

Genaro C. Garcia, Jr. and his wife, Elizabeth M. Garcia, are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the 82nd Street and Martin Luther King, Jr. Boulevard (MLK Jr. Blvd). Capital Improvements Bond Project, located on the northwest corner of 82nd Street and MLK Jr. Blvd.

The proponents will dedicate 4,541 square feet of land for street right-of-way purposes at a price of approximately $6 per square foot for the land totaling $27,313. In addition to the land costs, additional costs include $6,458 for pipe fence, concrete footings, gates and stops, $2,360 for 27 square yards of concrete paving at $87.41 per square yard, and $1,366 for one mailbox. The total is $37,497 including all costs.

This transaction is subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is $37,497, plus closing costs and is funded in Capital Improvements Project 92825, Street Bond 82nd and MLK – 22 B.

Staff/Board Recommending

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

Attachments

Resolution - 82nd St Parcel 12
MOA - 82nd St Parcel 12
P12_Deed_Signed
GIS Map 82ndSt Parcel 12
CIP Spreadsheet - (92825) -7-2-2025 P12
CIP 92825 - Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Memorandum of Agreement (MOA) and accept for and on behalf of the City of Lubbock the associated street, public use, and right-of-way deed in connection with certain real property located in Lot 2, Block 4 of the Trigg Heights Addition, located in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 12) to be utilized for the 82nd Street and MLK Jr. Boulevard, 2022 Bond Project and all related documents. Said MOA and deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

Cedocs://Res. MOA and Street and ROW Deed – Lot 2 Block 4 Trigg Heights 82nd St and MLK Project (Parcel 12) 7.2.25

MEMORANDUM OF AGREEMENT

Genaro C. Garcia Jr. and wife, Elizabeth M. Garcia
2617 80th Street
Lubbock, TX 79423

Project ID: N/A
County: Lubbock
Project: 82nd Street and MLK Jr. Boulevard, 2022 Street Bond Project
Parcel: 12

Genaro C. Garcia, Jr. and wife, Elizabeth M. Garcia, referred to in this Memorandum as "Grantor" (whether one or more) agrees to grant City of Lubbock, Texas, referred to as "Grantee," fee simple title to .10 acres of land located at the northwest corner of East 82nd Street and MLK Boulevard, Lubbock, Lubbock County, Texas and more particularly described in the attached Exhibit "A".

IT IS AGREED that the consideration for the execution of a Street, Public Use and Right of Way Deed (the "Conveyance Instrument") is THIRTY-SEVEN THOUSAND FOUR HUNDRED NINETY-SEVEN DOLLARS and NO/100 ($37,497.00) the Just Compensation"); **provided, however, that the Grantor acknowledges and understands that the Just Compensation is subject to final approval by Lubbock's City Council (such approval to be made in the City's Council's sole discretion) and further subject to approval of title.**

IT IS FURTHER AGREED, and Grantor further acknowledges and understands that the Just Compensation includes LAND COMPENSATION – I.E., TWENTY-SEVEN THOUSAND THREE HUNDRED THIRTEEN AND 00/100 DOLLARS ($27,313.00) for the land and damages, if any (the "Land Compensation"), and further includes IMPROVEMENTS COMPENSATION – I.E., TEN THOUSAND ONE HUNDRED EIGHTY-FOUR AND 00/100 DOLLARS ($10,184.00) for the improvements (the "Improvements Compensation"), to equal a total of THIRTY-SEVEN THOUSAND FOUR HUNDRED NINETY-SEVEN AND 00/100 DOLLARS ($37,497.00). The Improvements Compensation is detailed further below.

IT IS FUTHER AGREED that, the Improvements Compensation, if any, to be paid to Grantor shall include compensation for the improvements located within the proposed acquisition area as follows:

1.	Pipe Fence, Conc Footing, Gates & Stops	$6,458.00
2.	Concrete Paving– 27 SY	$2,360.00
3.	Brick Mailbox – 1 each	$1,366.00

IT IS FURTHER AGREED that the Just Compensation is the total sum being paid to Grantor for the conveyance of the Parcel and compensation for the improvements located within the proposed acquisition area pursuant to the terms of this Memorandum and the Conveyance Instrument.

IT IS FURTHER AGREED that the Just Compensation represents a settlement and compromise by the Grantor and Grantee as to the value of the property conveyed in the Conveyance Instrument in order to avoid formal eminent domain proceedings and the added expense of litigation.

IT IS FURTHER AGREED that Grantor shall retain the following improvements (such improvements are referred to herein as the "Retained Improvements" whether one or more):

1. Pipe Fencing
2. Gates
3. Mailbox

Grantor covenants and agrees to remove the Retained Improvements from the Property no later than thirty (30) days after closing, subject to such extensions of time as may be granted by Grantee in writing, such extensions shall be made in Grantee's sole discretion. If Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed herein, title to all or part of such Retained Improvements shall pass to and vest in Grantee, its successors and assigns forever, without further consideration paid to Grantor.

Grantor acknowledges the offer and sufficiency of the Just Compensation above and acknowledges that Grantee will not perform any work to relocate, rebuild or install any improvements compensated for above.

The Just Compensation referenced above, the terms of this Memorandum of Agreement and the Conveyance Instrument constitute the only agreements between the parties and no other promises, considerations, covenants or conditions have been stated or implied. Grantor agrees to work with Lockwood, Andrews & Newnam, Inc. prior to closing and obtain any lien releases required for issuance of a title policy or clear title as requested by Grantee.

IT IS FURTHER AGREED that, during the initial construction of the Project, the following special provisions shall apply:

New Right of way line to be staked after closing. City agrees to construct a commercial driveway on the 82nd Street side of landowner's property, per City standards, with a width of 40 feet. The driveway is to be constructed at a mutually agreeable location at the boundary point of Appraisal District parcels R95148 and R95068. (collectively "Construction Special Provisions").

IT IS FURTHER UNDERSTOOD AND AGREED that Grantee's failure to comply with the Construction Special Provisions shall not be deemed a termination of rights granted to Grantee under the Conveyance Instrument.

Grantor confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Grantor;
3. Initial Offer Letter from the City of Lubbock;
4. Final Offer Letter from the City of Lubbock;
5. Proposed Conveyance Instrument from the City of Lubbock;
6. Appraisal report prepared by Robert W. Stribling of Stribling-Probandt Appraisals, LLC dated February 19, 2025
7. Survey Plat and Legal Description of Parcel No. 12

SIGNED with and as a part of the overall agreements between the parties on this _____ day of _____ 2025.

GRANTEE – CITY OF LUBBOCK, TEXAS, A HOME RULE MUNICIPAL CORPORATION:

_____

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

GRANTORS:
Genaro C. Garcia, Jr. and wife, Elizabeth M. Garcia

By: _____
Genaro C. Garcia, Jr.

DATE: June 3, 2025

By: _____
Elizabeth M. Garcia.

DATE: June 3, 2025

EXHIBIT "A"

DESCRIPTION – PARCEL 12

Field notes describing a 0.10 acre right-of-way out of Lot 2, Block 4 of the Trigg Heights Addition, located in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 0.10 acre tract of land out of Lot 2, Block 4 of the Trigg Heights Addition, recorded in Volume 301, Page 10 of the Official Public Records of Lubbock County, Texas, situated in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, and further described by metes and bounds as follows;

BEGINNING at a Point (N: 7,253,397.65', E: 957,190.15') for the southwest corner of this tract and being the same as the southwest corner of said Lot 2, on the north line of 82nd Street, as shown on said Trigg Heights Addition, from which a Rail Road Spike (N: 7,253,537.48', E: 952,252.99') found for the southwest corner of said Section 6, bears South 01°51'23" West, 25.00 feet and North 88°05'16" West, 4,939.10 feet;

THENCE North 01°51'22" East, along the common west line of said Lot 2 and east line of Lot 4, Block 4, of said Trigg Heights Addition, a distance of **5.00 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for a corner of this tract;

THENCE South 88°05'16" East, a distance of **284.15 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for a corner of this tract;

THENCE North 48°29'02" East, a distance of **43.57 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for a corner of this tract;

THENCE North 05°03'20" East, a distance of **117.97 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for a corner of this tract;

THENCE North 04°51'50" East, a distance of **153.50 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,692.50', E: 957,530.33') set for the north corner of this tract on the common east line of said Lot 2 and west line of Martin Luther King Jr. Boulevard, as shown on the S.I. Johnson's Sub-Division recorded as Volume 59, Page 354, of the Official Public Records of Lubbock County, Texas, from which a 1/2 inch iron rod with cap stamped "HUGO REED & ASSOC." found for the northeast corner of said Lot 2 bears North 01°49'57" East, 2.24 feet;

THENCE South 01°49'57" West, along said common line, a distance of **306.05 feet** to a Point for the southeast corner of this tract and being the same as the southeast corner of said Lot 2, from which the southeast corner of said Section 6 bears South 01°49'57 West, 25.00 feet;

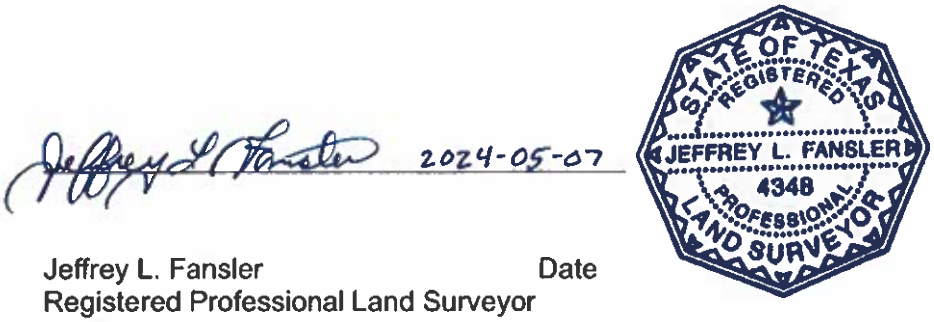
THENCE North 88°05'16" West, along the common south line of said Lot 2 and north line of said 82nd Street, a distance of **330.59 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.10 acre (4,541 square feet) of land.

EXHIBIT "A"

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

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

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



2024-05-07

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

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

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"

NOTES:

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

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

3. This survey plat was prepared without the benefit of a title report. The surveyor did not research subject property title information. All easements of record may not be shown.

Jeffrey L. Fansler 2024-05-07

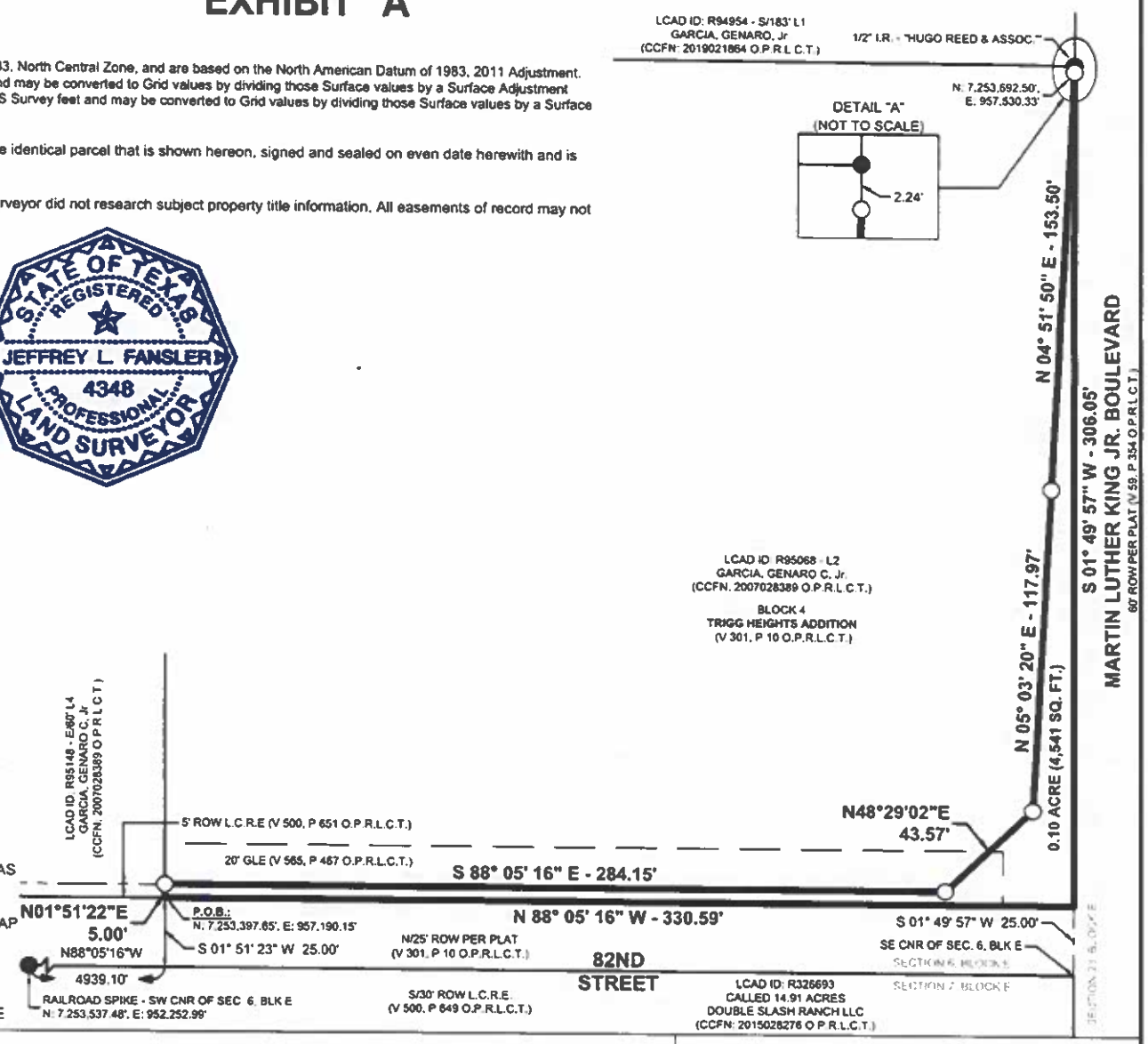
Jeffrey L. Fansler Date
Registered Professional Land Surveyor
No. 4348

STATE OF TEXAS
REGISTERED
JEFFREY L. FANSLER
4348
PROFESSIONAL
LAND SURVEYOR

60 0 30 60
1 inch = 60 ft.
GRAPHIC SCALE
(in feet)

NORTH

LEGEND
P.O.B. = POINT OF BEGINNING
I.R. = IRON ROD
I.P. = IRON PIPE
ROW = RIGHT-OF-WAY
GLE = GAS LINE EASEMENT
L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT
SDD = STREET DEDICATION DEED
V. / P. = VOLUME / PAGE
CCFN = COUNTY CLERK FILE NUMBER
O.P.R.L.C.T. = OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS
R,L,Δ,C = RADIUS, ARC LENGTH, DELTA ANGLE, CHORD
● = MONUMENT FOUND (AS NOTED)
○ = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
= PROPERTY LINE
— — — — = EASEMENT LINE - AS DESCRIBED
= ADJOINING PROPERTY LINE
— — — — = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE



DATE: 04/29/2024	SCALE: 1" = 60'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 3	JOB NUMBER: 2302-019-01
SHEET ID: 2302-019-01-PARCEL 12.dwg	

© copyright Cobb, Fendley & Associates, Inc

PARCEL 12

A 0.10 ACRE (4,541 Sq. Ft.) RIGHT-OF-WAY OUT OF LOT 2, BLOCK 4 OF THE TRIGS HEIGHTS ADDITION, LOCATED IN SECTION 6, BLOCK E, OF THE GC & SF R.R. CO. SURVEY,LUBBOCK COUNTY, TEXAS.

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

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

82nd Street and MLK Jr. Boulevard, 2022 Street Bond Project
Parcel No. 12
8016 MLK Jr. Boulevard, Lubbock, TX 79404
Lot 2, Block 4, Trigg Heights

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

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

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

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

WITNESS MY HAND this 12 day of May, 2025

GRANTOR:
Genaro C. Garcia, Jr. and wife, Elizabeth M. Garcia

Genaro C. Garcia, Jr.

Elizabeth M. Garcia

[ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGE]

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 12 day of May, 2025 by Genaro C. Garcia, Jr. The acknowledging person personally appeared by:

☒ physically appearing before me.

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

JAMYAE ELLIS NOTARY PUBLIC STATE OF TEXAS ID # 131787208 - Exp. 11-06-2026

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 11/06/2026

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 12 day of May, 2025 by Elizabeth M. Garcia. The acknowledging person personally appeared by:

☒ physically appearing before me.

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

JAMYAE ELLIS NOTARY PUBLIC STATE OF TEXAS ID # 131787208 - Exp. 11-06-2026

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 11/06/2026

JAMYAE ELLIS NOTARY PUBLIC STATE OF TEXAS ID # 131787208 - Exp. 11-06-2026

JAMYAE ELLIS NOTARY PUBLIC STATE OF TEXAS ID # 131787208 - Exp. 11-06-2026

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

EXHIBIT "A"

DESCRIPTION – PARCEL 12

Field notes describing a 0.10 acre right-of-way out of Lot 2, Block 4 of the Trigg Heights Addition, located in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

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THENCE North 01°51'22" East, along the common west line of said Lot 2 and east line of Lot 4, Block 4, of said Trigg Heights Addition, a distance of **5.00 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for a corner of this tract;

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THENCE North 05°03'20" East, a distance of **117.97 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for a corner of this tract;

THENCE North 04°51'50" East, a distance of **153.50 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,692.50', E: 957,530.33') set for the north corner of this tract on the common east line of said Lot 2 and west line of Martin Luther King Jr. Boulevard, as shown on the S.I. Johnson's Sub-Division recorded as Volume 59, Page 354, of the Official Public Records of Lubbock County, Texas, from which a 1/2 inch iron rod with cap stamped "HUGO REED & ASSOC." found for the northeast corner of said Lot 2 bears North 01°49'57" East, 2.24 feet;

THENCE South 01°49'57" West, along said common line, a distance of **306.05 feet** to a Point for the southeast corner of this tract and being the same as the southeast corner of said Lot 2, from which the southeast corner of said Section 6 bears South 01°49'57 West, 25.00 feet;

THENCE North 88°05'16" West, along the common south line of said Lot 2 and north line of said 82nd Street, a distance of **330.59 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.10 acre (4,541 square feet) of land.

EXHIBIT "A"

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

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

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

Jeffrey L Fansler 2024-05-07



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

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

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"

NOTES:

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

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

3. This survey plat was prepared without the benefit of a title report. The surveyor did not research subject property title information. All easements of record may not be shown.

Jeffrey L. Fansler 2024-05-07

Jeffrey L. Fansler Date
Registered Professional Land Surveyor
No. 4348

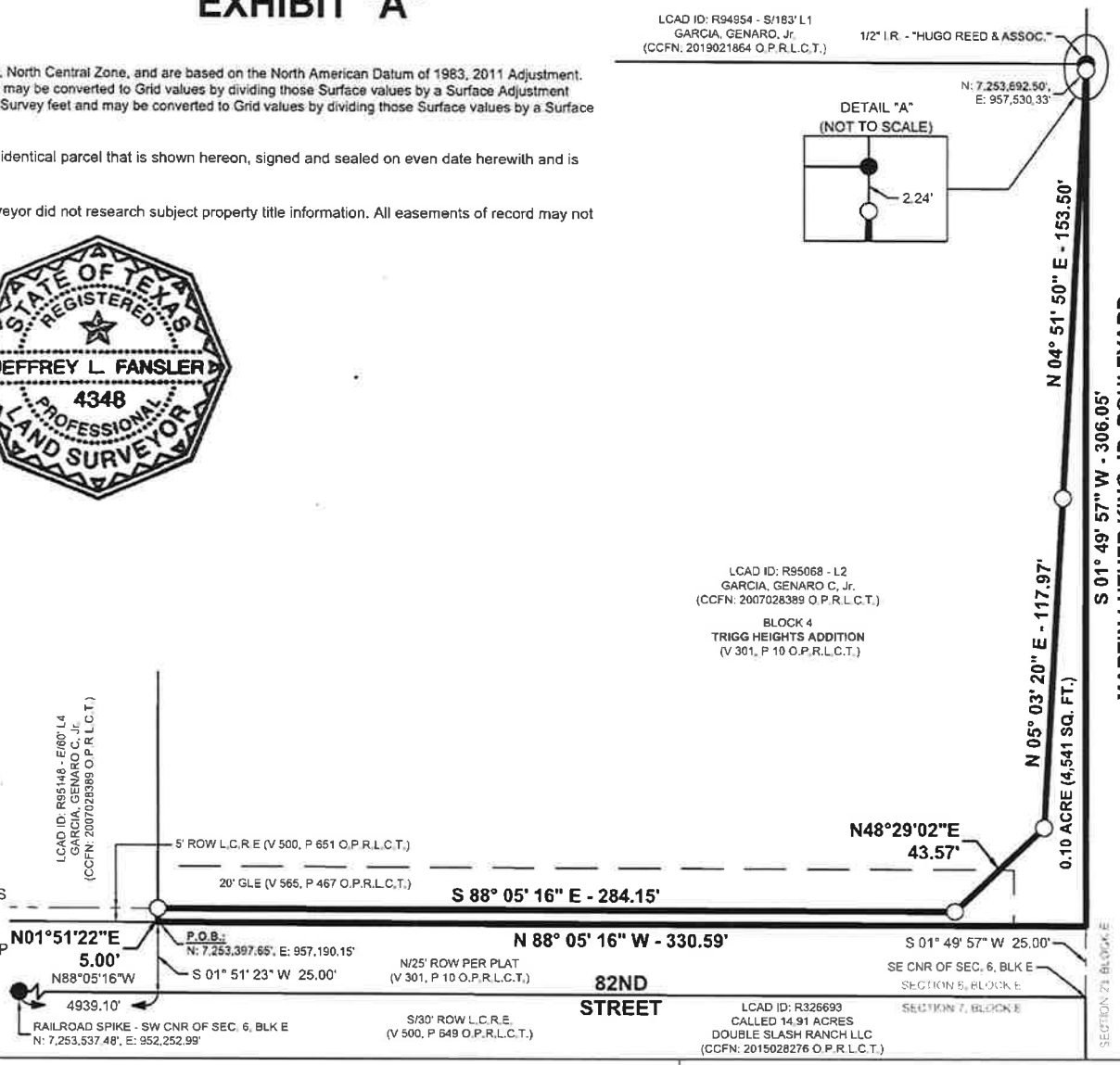
STATE OF TEXAS
REGISTERED
JEFFREY L. FANSLER
4348
PROFESSIONAL
LAND SURVEYOR

60 0 30 60

1 inch = 60 ft.
GRAPHIC SCALE
(in feet)

NORTH

LEGEND
P.O.B. = POINT OF BEGINNING
I.R. = IRON ROD
I.P. = IRON PIPE
ROW = RIGHT-OF-WAY
GLE = GAS LINE EASEMENT
L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT
SDD = STREET DEDICATION DEED
V. / P. = VOLUME / PAGE
CCFN = COUNTY CLERK FILE NUMBER
O.P.R.L.C.T. = OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS
R,L,Δ,C = RADIUS, ARC LENGTH, DELTA ANGLE, CHORD
● = MONUMENT FOUND (AS NOTED)
○ = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
——— = PROPERTY LINE
— — — — = EASEMENT LINE - AS DESCRIBED
——— = ADJOINING PROPERTY LINE
——— - ——— = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE



DATE: 04/29/2024	SCALE: 1" = 60'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 3	JOB NUMBER: 2302-019-01
SHEET ID: 2302-019-01-PARCEL 12.dwg	

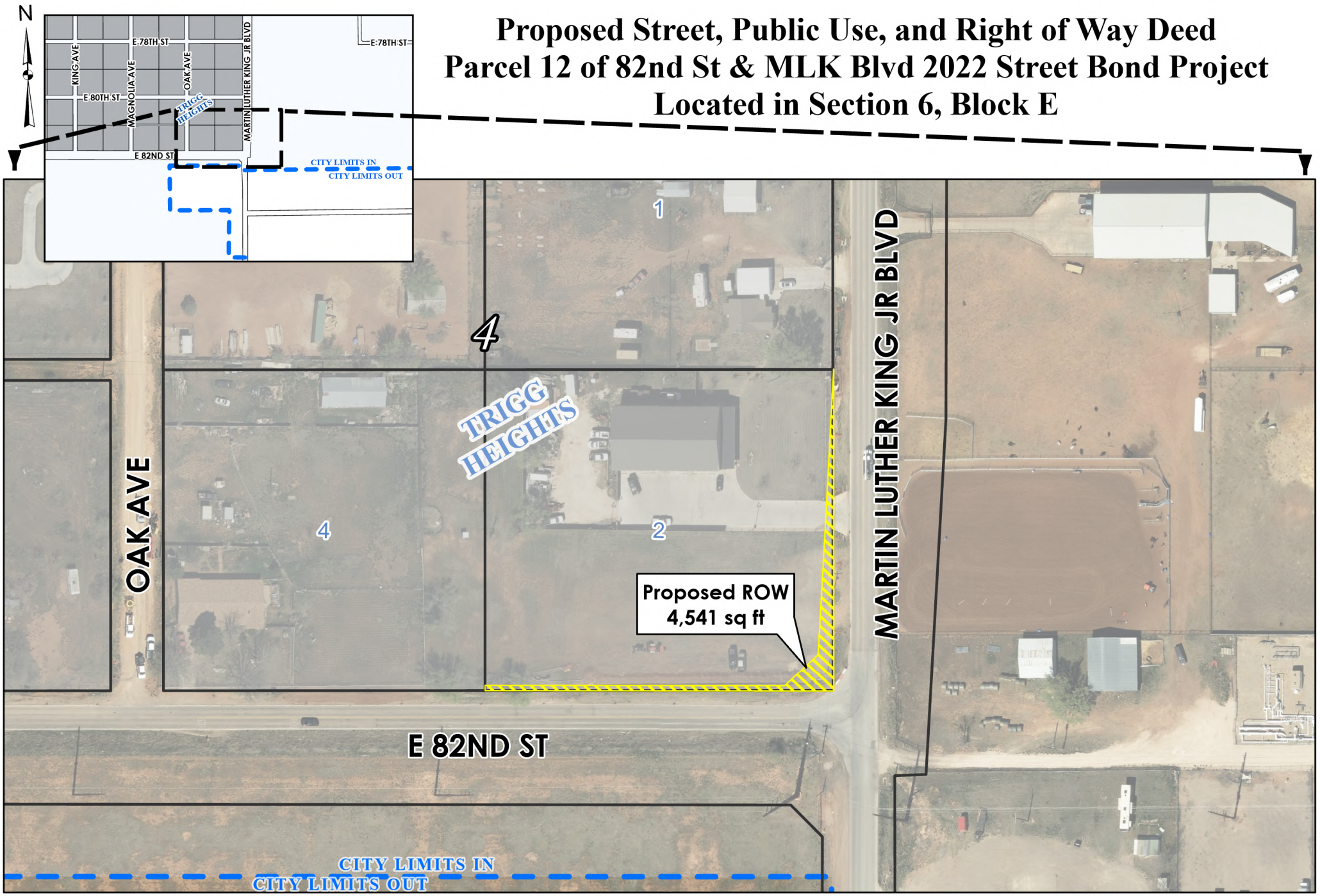
© copyright Cobb, Fendley & Associates, Inc.

PARCEL 12

A 0.10 ACRE (4,541 Sq. Ft.) RIGHT-OF-WAY OUT OF LOT 2, BLOCK 4 OF THE TRIGS HEIGHTS ADDITION, LOCATED IN SECTION 6, BLOCK E, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

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

Proposed Street, Public Use, and Right of Way Deed
Parcel 12 of 82nd St & MLK Blvd 2022 Street Bond Project
Located in Section 6, Block E



0 100 200 300 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

City of Lubbock, TX
Capital Project
Project Cost Detail
July 22nd, 2025

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

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 22,888
Contract 17088 with LAN for Design Services on 82nd and MLK	3,424,877
Playa Lake 82 Land Purchase	699,951
Parcel 30 Land Purchase	130,058
Parcel 17 Land Purchase	1,416
Parcel 16 Land Purchase	1,416
Parcel 34 Land Purchase	60,312
Parcel 10 Land Purchase	2,802
Parcel 9 Land Purchase	4,161
Parcel 28 Land Purchase	81,743
Parcel 35 Land Purchase	35,931
Parcel 33 Land Purchase	100,275
Parcel 1 Land Purchase	42,004
Amendment 1 to Contract 17088	-
Parcel 2 Land Purchase	3,879
Parcel 23 Land Purchase	36,369
Parcel 29 Land Purchase	297,697
Parcel 3 Land Purchase	1,464
Parcel 4 Land Purchase	2,994
Parcel 32 Land Purchase	236,510
Parcel 21 Land Purchase	19,844
Parcel 26 Land Purchase	41,158
Parcel 27 Land Purchase	21,058
Parcel 19 Land Purchase	50,442
Parcel 20 Land Purchase	31,753
Parcel 22 Land Purchase	54,999
Legal Fees	718
Parcel 24 Land Purchase	112,300
Parcel 25 Land Purchase	36,498
Parcel 5 Land Purchase	1,769
Parcel 14 Land Purchase	25,000
Agenda Items, July 22nd 2025	
Parcel 12 Land Purchase	37,497
Encumbered/Expended To Date	5,619,785
Estimated Costs for Remaining Appropriation	
Purchase of Land and Roadway Construction	80,215
Remaining Appropriation	80,215
	-
Total Appropriation	$ 5,700,000

CIP 92825 82nd Street and MLK Boulevard - 22B

Bond Election Project – 2022

Project Manager: Kerry Koehler - Engineering

Project Scope

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

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety, Community Improvement, and Growth and Development

Project History

- FY 2022-23 $5,700,000 was appropriated by Ord. 2022-O0169

Project Dates

Start Design: 01/2023
Design Completion: 09/2025
Bid for Construction: 08/2027
Award Construction: 10/2027
Construction Completion: 10/2029

Project Location

82nd Street and MLK Blvd

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$5,700,000	$0	$0	$14,100,000	$0	$0	$0
TOTAL	**$5,700,000**	**$0**	**$0**	**$14,100,000**	**$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	$5,700,000	$0	$14,100,000	$0	$0	$0	$0
TOTAL	**$5,700,000**	**$0**	**$14,100,000**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Powered by OpenGov

AI# 13601
Regular City Council Meeting 6. 6.
07/22/2025:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement with Byron and Mitzi McEntire, and accept, for and on behalf of the City of Lubbock, the associated Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Section 34, Block AK, Lubbock County, Texas (Parcel 10), on the north side of 66th Street between Xenia and Wausau Avenues, for the 66th Street Expansion Project, to be utilized for the 2022 Street Bond Project.

Item Summary

Byron McEntire and Mitzi McEntire are dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on 66th Street: Alcove Avenue to Upland Avenue Street Capital Improvements Bond Project, located on the north side of 66th Street between Xenia and Wausau Avenues.

The proponents will dedicate 3,755 square feet of land for street right-of-way purposes, at the price of approximately $1.50 per square foot, for a land cost of $5,619.24. There are no costs for repairs required with the roadway improvements.

This transaction is subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is $5,619.24, plus closing costs and is funded by Capital Improvements Project 92818, 66th Street from Alcove Avenue to Upland Avenue.

Staff/Board Recommending

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

Attachments

Resolution - 66thSt - Parcel10
MOA - 66thSt - Parcel10
Parcel 10 - Deed

66thSt - Parcel10, GIS map
CIP 92818 - Project Cost Detail.072225
CIP 92818 - Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Memorandum of Agreement (MOA) and accept for and on behalf of the City of Lubbock the associated street, public use, and right-of-way deed in connection with certain real property located in Section 34, Block AK, Lubbock County, Texas (10), to be utilized for the 66th Street Expansion and all related documents. Said MOA and deed are attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

Cedocs://Res. MOA and Street and ROW Deed – Sec 34 Blk AK 66th St Project (Parcel 10)
7.2.25

MEMORANDUM OF AGREEMENT

Byron and Mitzi McEntire
P.O. Box 54052
Lubbock, TX 79453

Project ID: 92818
County: Lubbock
Project: 66th Street Expansion
Parcel: 10

BYRON MCENTIRE AND MITZI MCENTIRE, referred to in this Memorandum as "Grantor", agrees to grant City of Lubbock, Texas, referred to as "Grantee," fee simple title to 0.086 acres of land in the Section 34, Abstract No. 243, located at 7524 66th Street, Lubbock County, Texas, and more particularly described in the attached Exhibit "A".

IT IS AGREED that the consideration for the execution of a Street, Public Use and Right of Way Deed (the "Conveyance Instrument") is **FIVE-THOUSAND SIX-HUNDRED NINETEEN DOLLARS and 24/100 ($5,619.24)** (the "Just Compensation"); **provided, however, that the Grantor acknowledges and understands that the Just Compensation is subject to final approval by Lubbock's City Council (such approval to be made in the City's Council's sole discretion) and further subject to approval of title.**

IT IS FURTHER AGREED, and Grantor further acknowledges and understands that the Just Compensation includes LAND COMPENSATION – **FIVE-THOUSAND SIX-HUNDRED NINETEEN DOLLARS and 24/100 ($5,619.24)** for the land and damages, if any (the "Land Compensation"), and further includes IMPROVEMENTS COMPENSATION – **ZERO DOLLARS and no/100 ($0.00)** for the improvements (the "Improvements Compensation"), to equal a total of **FIVE-THOUSAND SIX-HUNDRED NINETEEN DOLLARS and 24/100 ($5,619.24)** The Improvements Compensation is detailed further below.

IT IS FUTHER AGREED that, the Improvements Compensation, if any, to be paid to Grantor shall include compensation for the improvements located within the proposed acquisition area as follows:

1. N/A $0.00

IT IS FURTHER AGREED that the Just Compensation is the total sum being paid to Grantor for the conveyance of the Parcel and compensation for the improvements located within the proposed acquisition area pursuant to the terms of this Memorandum and the Conveyance Instrument.

IT IS FURTHER AGREED that the Just Compensation represents a settlement and compromise by the Grantor and Grantee as to the value of the property conveyed in the Conveyance Instrument in order to avoid formal eminent domain proceedings and the added expense of litigation.

IT IS FURTHER AGREED that Grantor shall retain the following improvements (such improvements are referred to herein as the "Retained Improvements" whether one or more):

1. N/A

Grantor covenants and agrees to remove the Retained Improvements from the Property no later than thirty (30) days after closing, subject to such extensions of time as may be granted by Grantee in writing, such extensions shall be made in Grantee's sole discretion. If Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed herein, title to all or part of such Retained Improvements shall pass to and vest in Grantee, its successors and assigns forever, without further consideration paid to Grantor.

Grantor acknowledges the offer and sufficiency of the Just Compensation for the offer above and acknowledges that Grantee will not perform any work to relocate, rebuild or install any improvements in the area agreed upon.

The Just Compensation referenced above, the terms of this Memorandum of Agreement and the Conveyance Instrument constitute the only agreements between the parties and no other promises, considerations, covenants or conditions have been stated or implied. Grantor agrees to work with Parkhill prior to closing and obtain any lien releases required for issuance of a title policy or clear title as requested by Grantee.

IT IS FURTHER AGREED that, during the initial construction of the Project, the following special provisions shall apply:

_____

_____

_____

(collectively "Construction Special Provisions").

IT IS FURTHER UNDERSTOOD AND AGREED that Grantee's failure to comply with the Construction Special Provisions shall not be deemed a termination of rights granted to Grantee under the Conveyance Instrument.

Grantor confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Grantor;
3. Initial Offer Letter from the City of Lubbock;
4. Final Offer Letter from the City of Lubbock;
5. Proposed Conveyance Instrument from the City of Lubbock;
6. Appraisal Report and/or Market Study Report prepared by Robert W. Stribling, MAI and L. Dakota Armbruster of Stribling-Probandt Appraisals, LLC dated December 15, 2024; and
7. Survey Plat and Legal Description of Parcel No. 10.

SIGNED with and as a part of the overall agreements between the parties on this _____ day of _____ 202__.

GRANTEE – CITY OF LUBBOCK, TEXAS, A HOME RULE MUNICIPAL CORPORATION:

_____

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

GRANTOR(S):

By: _____

Printed Name: Byron McEntire

Title: _____

Date: 6-5-25

By: _____

Printed Name: Mitzi McEntire

Title: _____

Date: 6/5/2025

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

66th Street Expansion
Parcel No. 10
7524 66th St., Lubbock, TX 79407
2.49 acres out of Section 34, Block AK

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

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 17 day of April, 2025

GRANTOR:
BYRON McENTIRE

Byron McEntire

GRANTOR:
MITZI McENTIRE

Mitzi McEntire

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 17 day of April, 2025 by **Byron McEntire**. The acknowledging person personally appeared by:

☐ physically appearing before me.

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

RUSSELL EADS
Notary Public, State of Texas
Comm. Expires 12-20-2027
Notary ID 125490994

NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 12.20.2027

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 17 day of April, 2025 by **Mitzi McEntire**. The acknowledging person personally appeared by:

☐ physically appearing before me.

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

RUSSELL EADS
Notary Public, State of Texas
Comm. Expires 12-20-2027
Notary ID 125490994

NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 12.20.2027

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

Parkhill

EXHIBIT A

"TRACT 10"
A 0.086-ACRE RIGHT-OF-WAY TRACT IN SECTION 34, BLOCK AK, LUBBOCK COUNTY, TEXAS

A 0.086-acre (3,755- square foot) right-of-way tract in Section 34, Block AK, Lubbock County, Texas, being a portion of that certain tract of land conveyed to Byron and Mitzi McEntire, described in a correction warranty deed recorded in Volume 4729, Page 310 of the Real Property Records of Lubbock County, Texas, said 0.086-acre tract being further described by metes and bounds as follows:

BEGINNING at a point in the south line of said Section 34, at the southeast corner of a tract of land conveyed to Alfredo Lomeli and Prisma Brito-Deanda, described in a deed recorded in County Clerk's File Number 2022004986 of the Official Public Records of Lubbock County, Texas, for the southwest corner of this tract, said beginning point having coordinates of NORTHING: 7,258,733.74 and EASTING: 906,839.72, Texas Coordinate System, North Central Zone 4202, North American Datum of 1983, whence a railroad spike found at the southwest corner of said Section 34 bears *North 88 degrees 09 minutes 36 seconds West* a distance of 2131.76 feet;

(1) THENCE *North 01 degrees 50 minutes 24 seconds East*, along the east line of said Lomeli and Brito-Deanda tract, a distance of 52.29 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the northwest corner of this tract;

(2) THENCE *South 88 degrees 12 minutes 14 seconds East* a distance of 71.77 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the east line of said parent tract for the northeast corner of this tract;

(3) THENCE *South 01 degrees 50 minutes 24 seconds West* a distance of 52.35 feet to a point in the south line of said Section 34 at the southeast corner of said parent tract for the southeast corner of this tract, whence a railroad spike found at the southeast corner of said Section 34 bears *South 88 degrees 09 minutes 36 seconds East* a distance of 3080.33 feet;

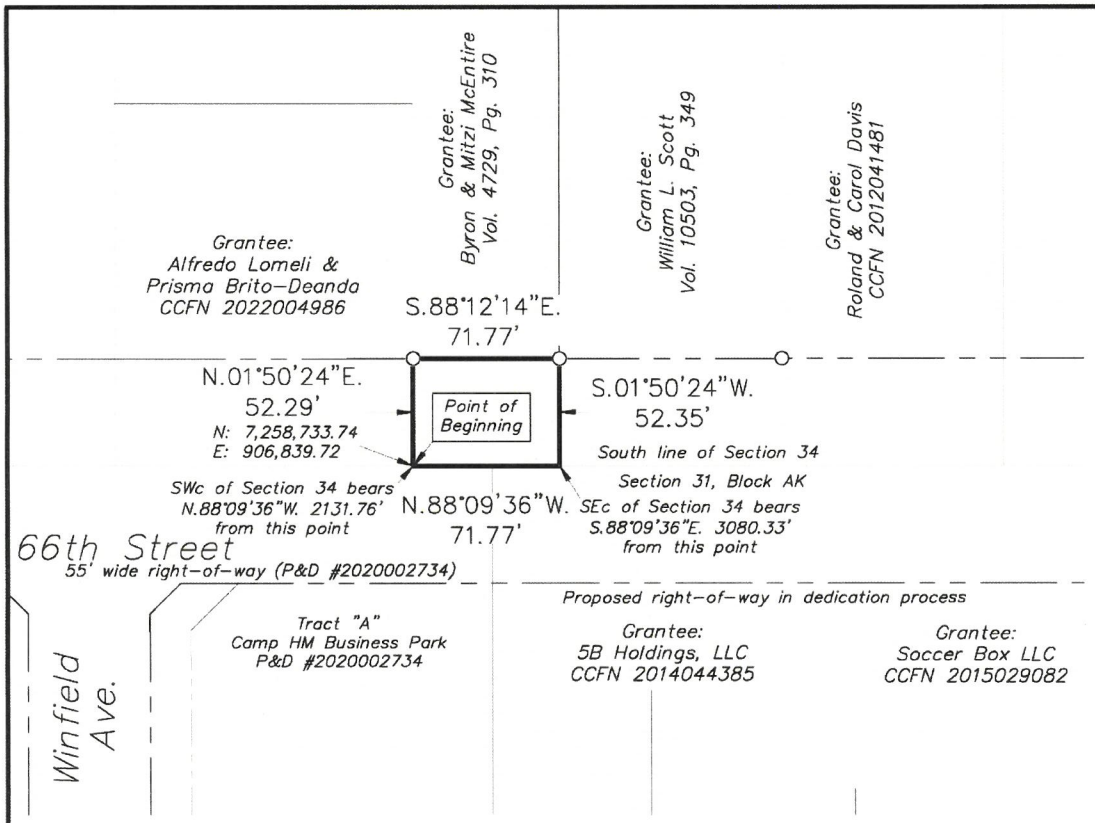
(4) THENCE *North 88 degrees 09 minutes 36 seconds West*, along the south line of said Section 34 and the south line of said parent tract, a distance of 71.77 feet to the **POINT OF BEGINNING**. Bearings called in this description are based on the Texas Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances called in this description are at surface. Areas reported hereon are based on calculations made from surface distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those shown may affect this tract.

Surveyed on the ground: December 30, 2024
Signed: January 22, 2025

STATE OF TEXAS REGISTERED SAMUEL WYATT 6453 PROFESSIONAL LAND SURVEYOR

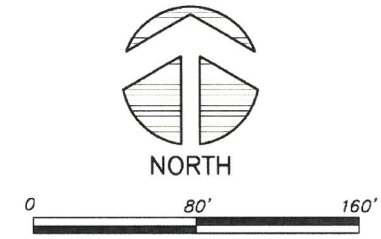
Samuel Wyatt
R.P.L.S. 6453

Street, Public Use and Right of Way Deed



"TRACT 10"
A 0.086-ACRE TRACT IN SECTION 34, BLOCK AK, LUBBOCK COUNTY, TEXAS

PARENT TRACT: VOLUME 4729, PAGE 329
OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS



O = Set 1/2" iron rod with cap "PARKHILL RPLS 6453"

Surveyor's Report:

Bearings and coordinates shown hereon are based on the Texas Coordinate System, North Central Zone 4202, NAD83. Distances reported hereon are at surface. Areas reported hereon are based on calculations made at 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 this tract. No title search or report was provided to this surveyor.

Monuments indicated as found by this survey are not "physical monuments of record dignity" unless so noted.

Found monuments are accepted by this surveyor as controlling evidence due to substantial agreement with record documents.

This plat is invalid unless it bears the surveyor's original seal and signature.

This plat was prepared from an actual survey of the property and the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed: December 30, 2024
Signed: January 22, 2025



Samuel Wyatt
R.P.L.S. 6453

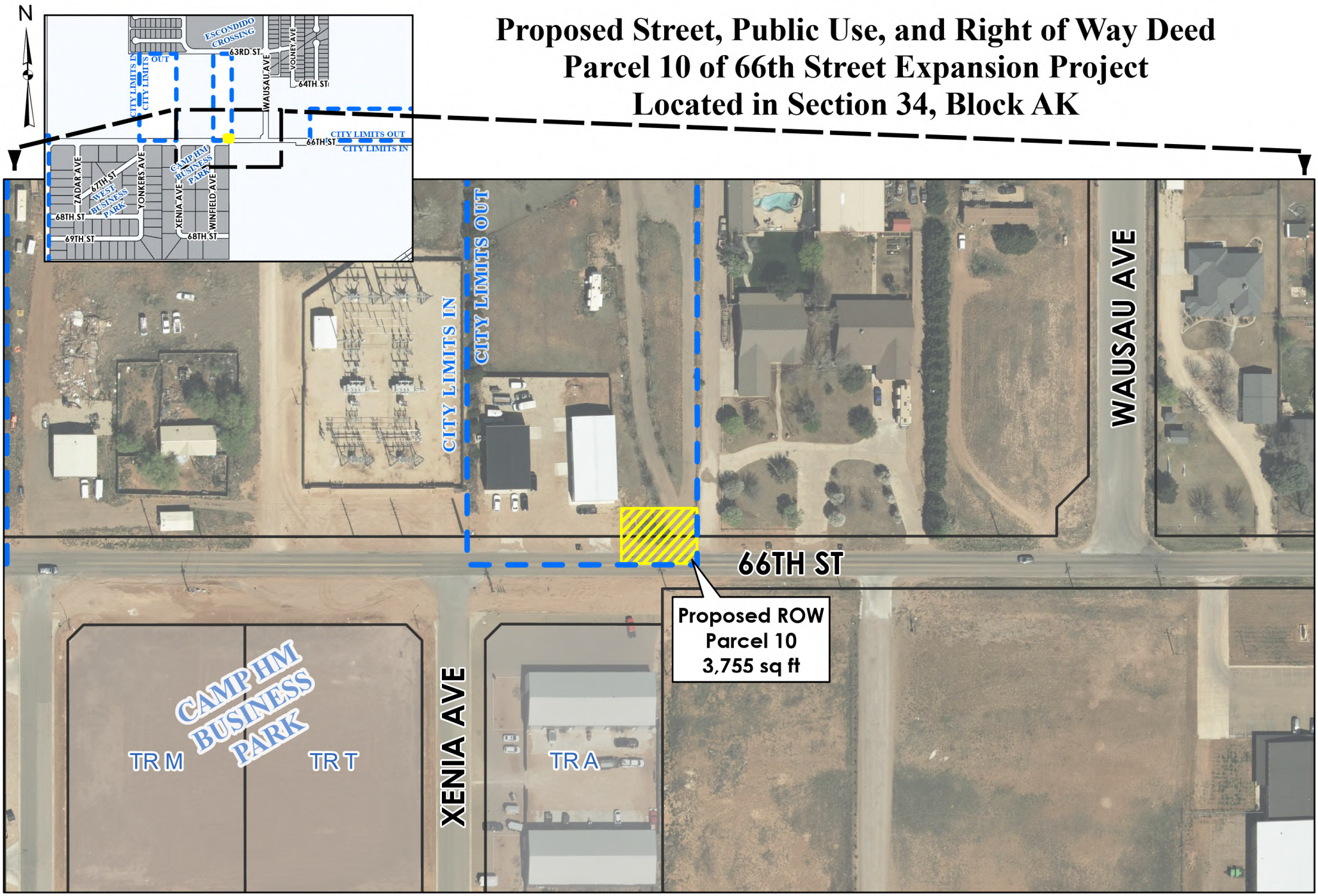
Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

Ver. 8.10.23

Proposed Street, Public Use, and Right of Way Deed
Parcel 10 of 66th Street Expansion Project
Located in Section 34, Block AK



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

City of Lubbock
Capital Project
Project Cost Detail
July 22, 2025

Capital Project Number:	92818
Capital Project Name:	66th St: Alcove to Upland - 22B

Encumbered/Expended	**Budget**
Contract 18001 with Parkhill	$ 1,461,740
Staff Time	23,274
Parcels 4 & 5, JL Davis Properties	73,374
Parcel 6, Fowler	52,852
Parcel 11, Scott	25,467
Parcel 13, Everson	12,170
Parcel 19, Doright Inv. Inc.	140,785
Parcel 20, The Soccerbox, LLC	142,982
Agenda Items July 22, 2025	
Parcel 3, Fleming, Jr.	18,034
Parcel 10, McEntire	5,619
Encumbered/Expended To Date	1,956,297
Estimated Cost for Remaining Appropriation	
66th Street from Alcove to Upland ROW Acquisition and Construction	2,243,703
Remaining Appropriation	-
Total Appropriation	$ 4,200,000

CIP 92818 66th Street: Alcove Avenue to Upland Avenue - 22B

Bond Election Project – 2022

Project Manager: Kerry Koehler - Engineering

Project Scope

66th Street from Alcove Avenue to Upland Avenue is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane Principal Arterial (Modified). Continued growth in west Lubbock has increased traffic demands along the 66th Street corridor from Alcove Avenue to Upland Avenue. This thoroughfare will include the preliminary design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services. This project will provide the final design for a 3-lane roadway. The schedule was expedited to accommodate the Solid Waste Transfer Station.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety, Community Improvement, and Growth and Development

Project History

- FY 2023-24 $4,200,000 was appropriated by Ord. 2024-O0023

Project Dates

Start Design: 04/2024
Design Completion: 09/2025
Bid for Construction: 06/2026
Award Construction: 08/2026
Construction Completion: 03/2028

Project Location

66th Street, Alcove Ave to Upland Ave

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Acquisition	$3,000,000	$0	$0	$0	$0	$0	$0
Construction	$0	$8,800,000	$0	$0	$0	$0	$0
Design	$1,200,000	$0	$0	$0	$0	$0	$0
TOTAL	**$4,200,000**	**$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	$4,200,000	$8,800,000	$0	$0	$0	$0	$0
TOTAL	**$4,200,000**	**$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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AI# 13602
Regular City Council Meeting 6. 7.
07/22/2025:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement with Sprague J. Fleming, Jr., and accept, for and on behalf of the City of Lubbock, the associated Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in Section 34, Block AK, Lubbock County, Texas (Parcel 3), on the north side of 66th Street between Zadar Avenue and Yonkers Avenue, for the 66th Street Expansion Project, to be utilized for the 2022 Street Bond Project.

Item Summary

Sprague J. Fleming, Jr. is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on 66th Street: Alcove Avenue to Upland Avenue Street Capital Improvements Bond Project, located on the north side of 66th Street between Zadar and Yonkers Avenues.

The proponents will dedicate 12,010 square feet of land for street right-of-way purposes, at the cost of approximately $1.50 per square foot, for a land cost of $18,033.84. There are no costs for repairs required with the roadway improvements.

This transaction is subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is $18,033.84, plus closing costs and is funded by Capital Improvements Project 92818, 66th Street from Alcove Avenue to Upland Avenue.

Staff/Board Recommending

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

Attachments

Resolution - 66thSt - Parcel 3
MOA - 66thSt - Parcel 3
Parcel 03_Fleming - Deed

66thSt - Parcel 3, GIS Map
CIP 92818 - Project Cost Detail.072225
CIP 92818 - Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Memorandum of Agreement (MOA) and accept for and on behalf of the City of Lubbock the associated street, public use, and right-of-way deed in connection with certain real property located in Section 34, Block AK, Lubbock County, Texas (3), to be utilized for the 66th Street Expansion and all related documents. Said MOA and deed are attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

Cedocs://Res. MOA and Street and ROW Deed – Sec 34 Blk AK 66th St Project (Parcel 3)
7.1.25

MEMORANDUM OF AGREEMENT

Sprague J. Fleming, Jr.
5738 62nd Street
Lubbock, TX 79424

Project ID: 92818
County: Lubbock
Project: 66th Street Expansion
Parcel: 03

Sprague J. Fleming, Jr., referred to in this Memorandum as "Grantor" (whether one or more) agrees to grant City of Lubbock, Texas, referred to as "Grantee," fee simple title to 0.276 acres of land in the Section 34, Abstract No. 243, located at 7804 66th Street, Lubbock County, Texas, and more particularly described in the attached Exhibit "A".

IT IS AGREED that the total consideration for the execution of a Street, Public Use and Right of Way Deed (the "Conveyance Instrument") is **EIGHTEEN-THOUSAND THIRTY-THREE DOLLARS and 84/100 ($18,033.84)** (the "Just Compensation"); **provided, however, that the Grantor acknowledges and understands that the Just Compensation is subject to final approval by Lubbock's City Council (such approval to be made in the City's Council's sole discretion) and further subject to approval of title.**

IT IS FURTHER AGREED, and Grantor further acknowledges and understands that the Just Compensation includes LAND COMPENSATION – **EIGHTEEN-THOUSAND THIRTY-THREE DOLLARS and 84/100 ($18,033.84)** for the land and damages, if any (the "Land Compensation"), and further includes IMPROVEMENTS COMPENSATION – **ZERO DOLLARS and no/100 ($0.00)** for the improvements (the "Improvements Compensation"), to equal a total of **EIGHTEEN-THOUSAND THIRTY-THREE DOLLARS and 84/100 ($18,033.84)**). The Improvements Compensation is detailed further below.

IT IS FUTHER AGREED that, the Improvements Compensation, if any, to be paid to Grantor shall include compensation for the improvements located within the proposed acquisition area as follows:

1. N/A $0.00

IT IS FURTHER AGREED that the Just Compensation is the total sum being paid to Grantor for the conveyance of the Parcel and compensation for the improvements located within the proposed acquisition area pursuant to the terms of this Memorandum and the Conveyance Instrument.

IT IS FURTHER AGREED that the Just Compensation represents a settlement and compromise by the Grantor and Grantee as to the value of the property conveyed in the Conveyance Instrument in order to avoid formal eminent domain proceedings and the added expense of litigation.

IT IS FURTHER AGREED that Grantor shall retain the following improvements (such improvements are referred to herein as the "Retained Improvements" whether one or more):

1. N/A

Grantor covenants and agrees to remove the Retained Improvements from the Property no later than thirty (30) days after closing, subject to such extensions of time as may be granted by Grantee in writing, such extensions shall be made in Grantee's sole discretion. If Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed herein, title to all or part of such Retained Improvements shall pass to and vest in Grantee, its successors and assigns forever, without further consideration paid to Grantor.

Grantor acknowledges the offer and sufficiency of the Just Compensation for the offer above and acknowledges that Grantee will not perform any work to relocate, rebuild or install any improvements in the area agreed upon.

The Just Compensation referenced above, the terms of this Memorandum of Agreement and the Conveyance Instrument constitute the only agreements between the parties and no other promises, considerations, covenants or conditions have been stated or implied. Grantor agrees to work with Parkhill prior to closing and obtain any lien releases required for issuance of a title policy or clear title as requested by Grantee.

IT IS FURTHER AGREED that, during the initial construction of the Project, the following special provisions shall apply:

Care needs to be taken to avoid septic leech lines (Located outside of taking area) during construction. If damaged, Owner expects repairs to be made by City.

(collectively "Construction Special Provisions").

IT IS FURTHER UNDERSTOOD AND AGREED that Grantee's failure to comply with the Construction Special Provisions shall not be deemed a termination of rights granted to Grantee under the Conveyance Instrument.

Grantor confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Grantor;
3. Initial Offer Letter from the City of Lubbock;
4. Proposed Conveyance Instrument from the City of Lubbock;
5. Appraisal Report and/or Market Study Report prepared by Robert W. Stribling, MAI and L. Dakota Armbruster of Stribling-Probandt Appraisals, LLC dated December 15, 2024; and
6. Survey Plat and Legal Description of Parcel No. 03.

SIGNED with and as a part of the overall agreements between the parties on this 4 day of _____ 20__.

GRANTEE – CITY OF LUBBOCK, TEXAS, A HOME RULE MUNICIPAL CORPORATION:

_____

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

GRANTOR(S):

By: _____

Printed Name: Sprague J Deming Jr

Title: _____

Date: 6/5/2025

By: _____

Printed Name: _____

Title: _____

Date: _____

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

66th Street Expansion
Parcel No. 03
7804 66th St., Lubbock, TX 79407
5.15 acres out of Section 34, Block AK

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

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 18 day of April, 2025

GRANTOR:
SPRAGUE J. FLEMING, Jr.

Sprague J. Fleming, Jr.

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 18 day of April, 2025 by **Sprague J. Fleming, Jr.** The acknowledging person personally appeared by:

☑ physically appearing before me.

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

RUSSELL EADS
Notary Public, State of Texas
Comm. Expires 12-20-2027
Notary ID 125490994

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 12.20.2027

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

Parkhill

"TRACT 3"
A 0.276-ACRE RIGHT-OF-WAY TRACT IN SECTION 34, BLOCK AK, LUBBOCK COUNTY, TEXAS

A 0.276-acre (12,010-square foot) right-of-way tract in Section 34, Block AK, Lubbock County, Texas, being a portion of that certain 5.15-acre tract of land conveyed to Sprague James Fleming, Jr. described in a deed recorded in Volume 7889, Page 344 of the Real Property Records of Lubbock County, Texas, said 0.276-acre tract being further described by metes and bounds as follows:

BEGINNING at a point in the south line of said Section 34, at the southwest corner of said parent tract, for the southwest corner of this tract, said beginning point having coordinates of NORTHING: 7,258,787.51 and EASTING: 905,165.94, Texas Coordinate System, North Central Zone 4202, North American Datum of 1983, whence a railroad spike found at the southwest corner of said Section 34 bears *North 88 degrees 09 minutes 36 seconds West* a distance of 456.71 feet;

(1) THENCE *North 01 degrees 50 minutes 24 seconds East*, along the west line of said parent tract, a distance of 56.67 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the northwest corner of this tract;

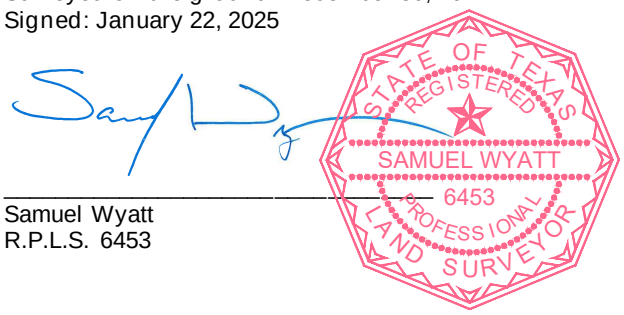
(2) THENCE *South 85 degrees 17 minutes 48 seconds East* a distance of 36.49 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set at a point of intersection for a corner of this tract;

(3) THENCE *South 88 degrees 09 minutes 33 seconds East* a distance of 181.91 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the east line of said parent tract for the northeast corner of this tract;

(4) THENCE *South 01 degrees 50 minutes 24 seconds West* a distance of 54.85 feet to a point in the south line of said Section 34 at the southeast corner of said parent tract for the southeast corner of this tract, whence a railroad spike found at the southeast corner of said Section 34 bears *South 88 degrees 09 minutes 36 seconds East* a distance of 4608.80 feet;

(5) THENCE *North 88 degrees 09 minutes 36 seconds West*, along the south line of said Section 34 and the south line of said parent tract, a distance of 218.35 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 hereon are based on calculations made from surface distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those shown may affect this tract.

Surveyed on the ground: December 30, 2024
Signed: January 22, 2025

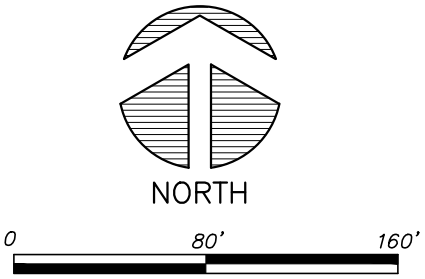


Samuel Wyatt
R.P.L.S. 6453

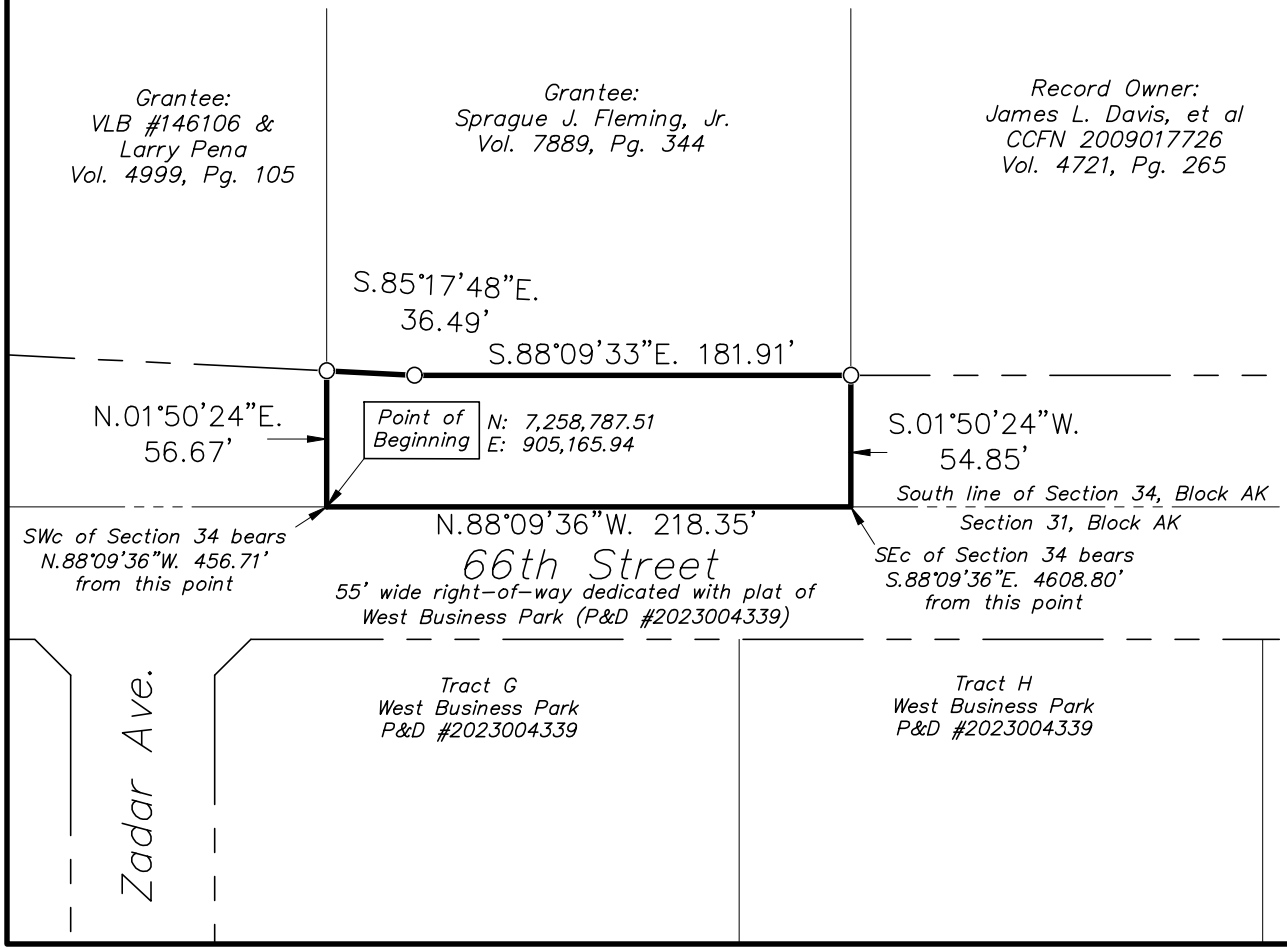
"TRACT 3"
A 0.276-ACRE TRACT IN SECTION 34, BLOCK AK, LUBBOCK COUNTY, TEXAS

PARENT TRACT: VOLUME 7889, PAGE 344

OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS



O = Set 1/2" iron rod with cap "PARKHILL RPLS 6453"



Surveyor's Report:

Bearings and coordinates shown hereon are based on the Texas Coordinate System, North Central Zone 4202, NAD83. Distances reported hereon are at surface. Areas reported hereon are based on calculations made at 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 this tract. No title search or report was provided to this surveyor.

Monuments indicated as found by this survey are not "physical monuments of record dignity" unless so noted.

Found monuments are accepted by this surveyor as controlling evidence due to substantial agreement with record documents.

This plat is invalid unless it bears the surveyor's original seal and signature.

This plat was prepared from an actual survey of the property and the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed: December 30, 2024
Signed: January 22, 2025



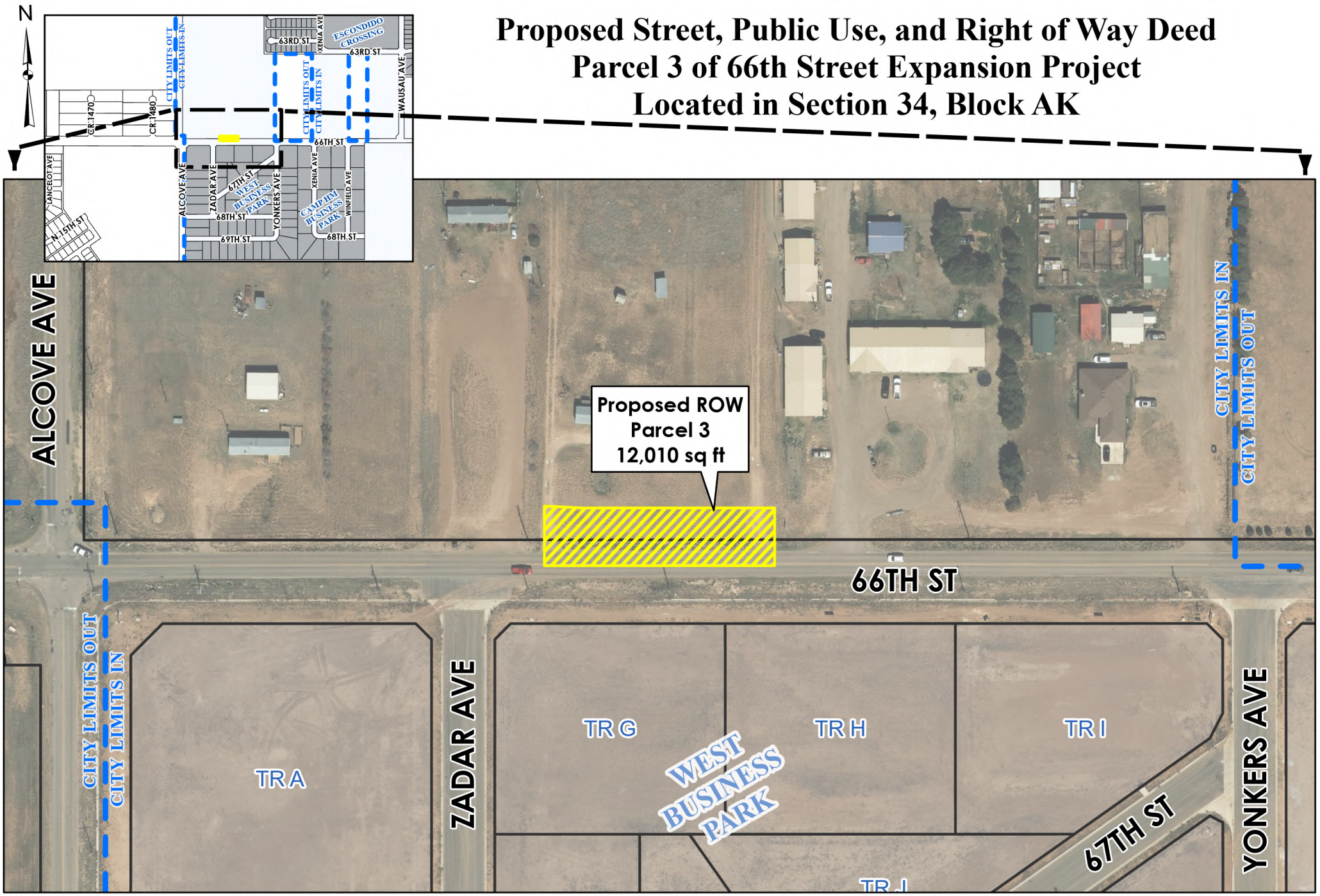
Samuel Wyatt
R.P.L.S. 6453

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

Proposed Street, Public Use, and Right of Way Deed
Parcel 3 of 66th Street Expansion Project
Located in Section 34, Block AK



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

City of Lubbock
Capital Project
Project Cost Detail
July 22, 2025

Capital Project Number:	92818
Capital Project Name:	66th St: Alcove to Upland - 22B

Encumbered/Expended	**Budget**
Contract 18001 with Parkhill	$ 1,461,740
Staff Time	23,274
Parcels 4 & 5, JL Davis Properties	73,374
Parcel 6, Fowler	52,852
Parcel 11, Scott	25,467
Parcel 13, Everson	12,170
Parcel 19, Doright Inv. Inc.	140,785
Parcel 20, The Soccerbox, LLC	142,982
Agenda Items July 22, 2025	
Parcel 3, Fleming, Jr.	18,034
Parcel 10, McEntire	5,619
Encumbered/Expended To Date	1,956,297
Estimated Cost for Remaining Appropriation	
66th Street from Alcove to Upland ROW Acquisition and Construction	2,243,703
Remaining Appropriation	-
Total Appropriation	$ 4,200,000

CIP 92818 66th Street: Alcove Avenue to Upland Avenue - 22B

Bond Election Project – 2022

Project Manager: Kerry Koehler - Engineering

Project Scope

66th Street from Alcove Avenue to Upland Avenue is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane Principal Arterial (Modified). Continued growth in west Lubbock has increased traffic demands along the 66th Street corridor from Alcove Avenue to Upland Avenue. This thoroughfare will include the preliminary design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services. This project will provide the final design for a 3-lane roadway. The schedule was expedited to accommodate the Solid Waste Transfer Station.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety, Community Improvement, and Growth and Development

Project History

- FY 2023-24 $4,200,000 was appropriated by Ord. 2024-O0023

Project Dates

Start Design: 04/2024
Design Completion: 09/2025
Bid for Construction: 06/2026
Award Construction: 08/2026
Construction Completion: 03/2028

Project Location

66th Street, Alcove Ave to Upland Ave

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Acquisition	$3,000,000	$0	$0	$0	$0	$0	$0
Construction	$0	$8,800,000	$0	$0	$0	$0	$0
Design	$1,200,000	$0	$0	$0	$0	$0	$0
TOTAL	**$4,200,000**	**$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	$4,200,000	$8,800,000	$0	$0	$0	$0	$0
TOTAL	**$4,200,000**	**$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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AI# 13604
Regular City Council Meeting 6. 8.
07/22/2025:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 17967, and all related documents, with Kimley Horn and Associates, Inc., to provide design services for the Unpaved Roads Improvements Project, to be utilized for the 2022 Street Bond Project.

Item Summary

On March 26, 2024, the City Council awarded Professional Services Agreement, Contract No. 17967, to Kimley Horn and Associates, Inc., for providing design services for the Unpaved Roads Improvements Project.

Amendment No. 1 to this contract will amend the scope of work to include additional engineering services for final design and franchise utility coordination.

Staff recommends approval of Amendment No. 1, to Contract 17967, in the amount of $15,000, to Kimley Horn and Associates, Inc.

Fiscal Impact

Amendment No. 1 to Contract 17967 with Kimley-Horn and Associates, Inc., for $15,000, is funded in Capital Improvement Project 92712, Transportation Improvements/Unpaved Roads.

Staff/Board Recommending

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

Attachments

Resolution
Contract 17967 - Amendment 1
Contract 17967
Map
Budget Detail - CIP 92712

Project Detail - CIP 92712

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the professional services agreement Contract No. 17967 for the design of unpaved road improvements by and between the City of Lubbock and Kimley-Horn Associates, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher for
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #1 17967 KH unpaved roads
7.1.25

Amendment 1
To Agreement Between
The City of Lubbock, TX
And
Kimley-Horn and Associates, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 26th day of March, 2024, Contract No. 17967, by and between the City of Lubbock ("City") and Kimley-Horn Associates, Inc. ("Engineer"), collectively (the "Parties").

Engineer is providing professional services for the design of unpaved road improvements (the "Activities").

On March 25, 2025 the Parties executed a six (6) month extension for time only.

The Parties now agree to add to the scope of services Engineer will complete as part of the Activities.

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

The scope of the Activities shall be amended to include additional services for project management, final design, and franchise utility coordination, the details of which are set forth in "Exhibit A", attached hereto and incorporated herein. The additional services herein shall be performed by the Engineer for an amount not to exceed fifteen thousand and 00/100 Dollars ($15,000.00).

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____2025.

CITY OF LUBBOCK

_____
MARK W. MCBRAYER, MAYOR

Kimley-Horn Associates, Inc.

Kai P Hoppers
Kevin Hoppers

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

EXHIBIT A – Amendment 01
Engineering Scope of Services
Unpaved Street Improvements
City of Lubbock

PROJECT UNDERSTANDING

The project consists of providing the following services to supplement the design of the Unpaved Street Improvements project and is related to Professional Services Contract 17967, dated March 26, 2024 for Engineering Services. This scope of services consists of the following:

- Project Management
- Final Design
- Franchise Utility Coordination

The Engineer shall perform the following Additional Services:

1. **Project Management**
   - 1.1. Project coordination
     - 1.1.1 Coordination with LAN on proposed intersection tie-in at E 78th Street and M.L.K. Blvd.
     - 1.1.2 Internal design team meetings to review and discuss revised paving improvements consisting of:
       - Oberlin Street grading modifications
       - Avenue T and 96th Street intersection addition and grading modifications
       - Intersection design changes along E 78th Street and 94th Street

2. **Final Design**
   - 2.1. Avenue T Profile Update
     - 2.1.1 Update PGL and gutter profiles through 96th Street and no longer tie-in to previous City plans
     - 2.1.2 Revise plan and profile sheets
   - 2.2. Avenue T and 96th Street Intersection
     - 2.2.1 Design fully improved intersection per City direction
     - 2.2.2 Create intersection detail sheet detailing design
   - 2.3. Design Cross Sections
     - 2.3.1 Provide printed design cross sections for each project location
   - 2.4. Deliverables
     - 2.4.1 90% & 99% Submittal
       - Submit electronic PDF file of the design to the City for review and comment.
       - The Engineer will address one (1) round of review comments in preparation for final submittal.

3. **Franchise Utility Coordination**
   3.1. Utility Conflicts
      3.1.1 Engineer will identify utility conflict locations and provide to City for relocation coordination

4. **Additional Services**

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Utility relocation coordination
- Right of Way acquisition services
- Construction Contract Administration
- Construction Phase Engineer of Record support services
- Construction Phase RPR Services
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Design of structural retaining walls
- Preparation for and attendance at public meetings
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

SCHEDULE

Engineer is authorized to commence work on the Project upon execution of a mutually acceptable contract and agreed to complete the services in accordance with the schedule outlined in the Professional Services Contract 17967 for Engineering Services.

The Consultant will perform the services in Tasks 1-3 on a labor fee basis with the maximum labor fee shown below:

Task and Fee Summary Table

Task 1	Project Management	$ 2,200
Task 2	Final Design	$ 11,800
Task 3	Franchise Utility Coordination	$ 1,000
Total Maximum		$ 15,000

The Engineer will not exceed the total maximum labor fee shown above without authorization from the City. Individual task amounts are provided for budgeting purposes only. The Engineer reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. A percentage of Engineer labor fee (4.6%) will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.

Resolution No. 2024-R0139
Item No. 5.29
March 26, 2024

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 17967 for the design of Unpaved Road Improvements, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on March 26, 2024.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 17967 KH Unpaved Roads
3.19.24

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17967 is entered into this 26th day of March, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Kimley-Horn and Associates, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the Design of Unpaved Road Improvements, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 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 $220,500, 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:

Kimley-Horn and Associates, Inc.
Leslie Bruce, P.E.
1207 Ave F NW, Suite 1
Childress, TX 79201
Telephone: 940-226-4218
Email: Leslie.Bruce@Kimley-Horn.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
Email: JSchaunaman@MyLubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bailey Ratcliffe FOR

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Firm

Kimley-Horn and Associates, Inc.

By: _____

Bradley J. Hill, Regional Contract Lead

Email: Bradley.Hill@Kimley-Horn.com

EXHIBIT A

Engineering Scope of Services

Unpaved Street Improvements

City of Lubbock

PROJECT UNDERSTANDING

1. Existing corridor:
    a. Existing unpaved streets of variable width and usage located in City of Lubbock.
    b. Existing surface typically dirt or caliche with some having minor upgrades with flex base, millings, and paving.
    c. Existing curb and gutter at intersections in some locations.
    d. Limits of projects broken down to block by block segments.
    e. Right of way varies based on project location.
2. Proposed improvements include:
    a. City of Lubbock R-1A or R1 HMAC proposed roadway.
    b. Pavement section
        i. 2" City of Lubbock TY C HMAC Surface
        ii. 8" Flex (Caliche) Base
        iii. 12" Compacted Subgrade
    c. Typical 24" curb and gutter (Type "A", Rollover Curb Type "B", Type "C")
    d. Tie to existing features at project limits to ensure positive drainage
    e. 6" Concrete alley returns and driveways.
    f. Manhole and valve adjustments.
3. Special considerations for this project:
    a. Existing right of way will need to be confirmed for construction of proposed improvements. In cases where parcels are needed, coordination with City will be required to acquire this right of way.
    b. Bid packages may include one street or multiple streets.
    c. The bid will include all pay items and anticipated quantities for each project and the entire project package.
4. The professional services generally will include:
    a. Design survey
    b. Existing Right-of-way (ROW) research
    c. Roadway design
    d. Bidding Phase support services
    e. Construction Phase Engineer of Record support services

1. **Design Survey (by Subconsultant)**
   1.1. Survey Data – develop topographic data within the limits of this project.
      1.1.1 Data Collection and Property Research – Subconsultant will collect available data to determine the boundary ownership along the project limits.
      1.1.2 Design Survey
         - The limits of the survey will be on the limits defined for each unpaved roadway segment. The survey will include topo survey at intersection tie ins and extend a minimum of 50' each way along roadways at each intersection.
         - Place two (2) control monuments with aluminum cap in concrete at each project site location. 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 at the terminus of each project to identify and locate existing topographic elements within the roadway corridor including, but not limited to the following:
            - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
            - Existing Driveways (including material) and swales
            - Alleys (including material)
            - Existing culvert sizes and invert elevations, including cross sections approaching culvert crossings and headwalls/wingwalls
            - Visible utilities including: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities
            - Contact Texas 811 and request locates along corridors for additional utility marking data collection
            - Signs (excluding temporary signs)
            - Fence/Wall limits and material types (excluding temporary fences)
            - Other applicable physical features that could impact design
            - Utilize City LiDAR data to infill each project and develop 3d models for corridor design.
            - Prepare a final topographic drawing in digital format (Open Roads Designer) (including contours and break lines) showing the features located in the field, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.
2. **Design Survey Processing (by Kimley-Horn)**
   2.1. Process Existing Survey
      2.1.1 Develop topographic terrain drawing based on existing survey performed and provided by the City for use in design.
3. **Design**
   3.1. Project Management
      3.1.1 Progress and Review Meetings:
         - Schedule, prepare for, attend, and document three (3) Progress Meetings and one (1) Review Meeting to monitor the development of the project(s).

- Progress Meetings will be held to discuss design issues and progress of plan production.
- Review Meetings will be conducted (one (1) at 60% Plan Submittal).

3.1.2 Site Visits - Attend up to five (5) site visits during the final design phase to take photos, field measurements, and a plans-in-hand walk-through.

3.1.3 Coordinate with subconsultants

3.1.4 Prepare and e-mail monthly progress reports to City.

3.1.5 QA/QC

- ENGINEER will perform an internal review prior to all submittals (60% and 100%) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City
- City review comments will be documented and addressed after 60% review meeting. Engineer will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.

3.1.6 Project Administration

- Prepare project correspondence and invoicing documents

3.2. Roadway Design (PS&E)

3.2.1 Prepare plan / profile sheets on 11" x 17" plan sheets at a scale of 1" = 100' horizontal, and 1" = 10' vertical.

3.2.2 Include the following items in addition to those included in the preliminary design submittal:

- Proposed residential and commercial driveways
- Horizontal Alignment Data
- Demolition plan
- Intersection layouts
- Standard design details

3.2.3 Locate and identify all driveways within the project limits.

3.2.4 Prepare roadway details to clarify intent of design

3.2.5 Compile applicable City standard details. Modify standard details as needed.

3.3. Utilities - Public

3.3.1 Water and Sewer Adjustments/Relocations

- Adjustments to existing water valves and manholes will not be specified in the plans. Quantities will be determined for bidding purposes using information available within City of Lubbock databases.
- Water and Sewer adjustment in excess of valve and manhole elevations adjustments will be designed and constructed by City of Lubbock.

3.4. Interim Design Submittal (60%) Deliverables

3.4.1 Submit electronic PDF file of the 60% design to the City for review and comment.

3.4.2 This submittal will provide assurance that project scope is addressing project issues, and will allow for design changes with sufficient lead time for minor revisions. Deliverables to be provided with this submittal include:

- Title Sheet
- General Notes/Index of Sheets Sheet
- Demolition Sheets
- Plan & Profile Sheets
- Intersection Layout Sheets
- Detail Sheets
- Bid Tab with items and quantities
- Opinion of Probable Construction Cost (OPCC) by individual project limits and cumulative bid package.

3.5. Final Design Submittal (Bid Set) Deliverables

3.5.1 Submit electronic PDF file of Final submittal to the City.

3.5.2 Submittal will be complete except for addressing final comments, if any.

3.5.3 Submit an electronic PDF file submission to the City of the following:

- Sealed Plan Sheets
  - Title Sheet
  - General Notes/Index of Sheets Sheet
  - Demolition Sheets
  - Plan & Profile Sheets
  - Intersection Layout Sheets
  - Detail Sheets
- Sealed Project Specifications
- Final Bid Tab
- OPCC

3.6. Post Bid Submittal Deliverables

3.6.1 Submit one (1) PDF electronic copy of the plan set and specifications, including addenda.

4. Bid Phase Support

4.1. Support City during the bid phase to address and respond to questions from prospective bidders.

4.2. Prepare and submit addenda changes that are necessitated by questions during the bid phase.

4.3. Incorporate addenda changes into the Final Plan Set.

4.4. Assist the City in evaluating the bids and prepare a recommendation letter.

5. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Geotechnical investigation
- Right of Way acquisition services

- SUE
- Franchise Utility Coordination/Relocations
- TxDOT Coordination
- Stormwater Pollution Prevention Plan
- Drainage study and associated design of channel and culvert improvements
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Design of Traffic Control Plan
- Traffic and Traffic Signal Design
- Development of 3D roadway model and design cross-sections
- Pavement marking and Marking Plans
- Construction staking
- Existing water or sanitary sewer relocations
- Proposed water or sanitary sewer installations
- Landscape design
- Irrigation design
- Illumination design
- Construction Contract Administration
- Construction Phase Engineer of Record support services
- Construction Phase RPR Services
- Design of structural retaining walls
- Preparation for and attendance at public meetings beyond what was identified in the scope
- Furnish additional copies of review documents and/or bid documents more than the number of the same identified above
- Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City or TxDOT, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

TIME OF COMPLETION

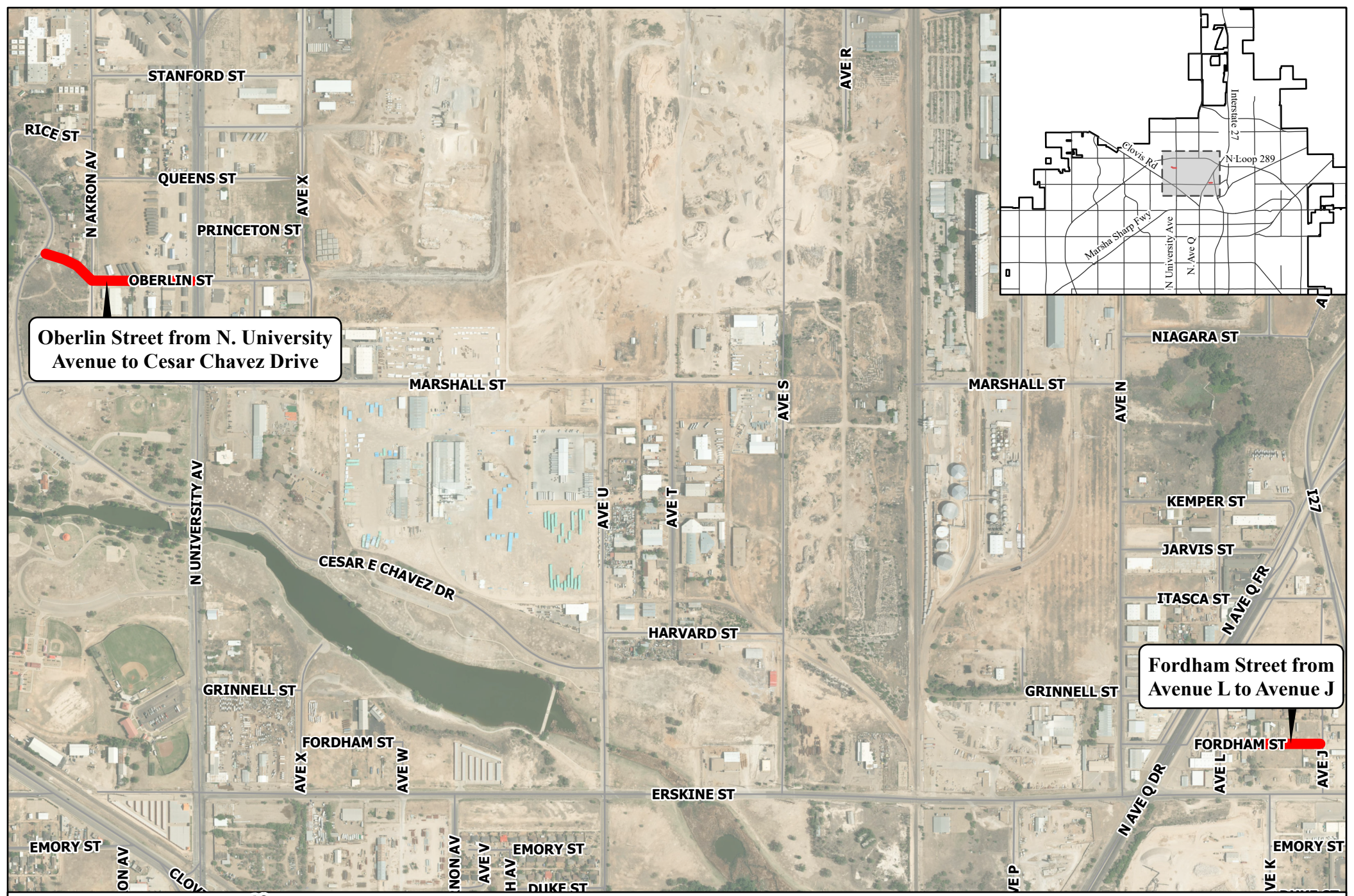
Consultant and Subconsultants are authorized to commence work on the Project upon execution of a mutually acceptable contract and agree to complete the services as expeditiously as practicable.

Exhibit B

Unpaved Streets
Fee Proposal Summary

Task	Task Description	KHA	HRA	Subtotal
1	Survey	$ 4,400.00	$ 28,800.00	$ 33,200.00
2	Design Survey Processing	$ 4,500.00		$ 4,500.00
3	Design	$ 164,500.00		$ 164,500.00
4	Bid Phase Support	$ 18,300.00		$ 18,300.00
	TOTALS	$ 191,700.00	$ 28,800.00	**$ 220,500.00**

The Engineer will not exceed the total maximum labor fee shown above without authorization from the City. Individual task amounts are provided for budgeting purposes only. The Engineer reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. A percentage of Engineer labor fee (4.6%) will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.



City of Lubbock TEXAS

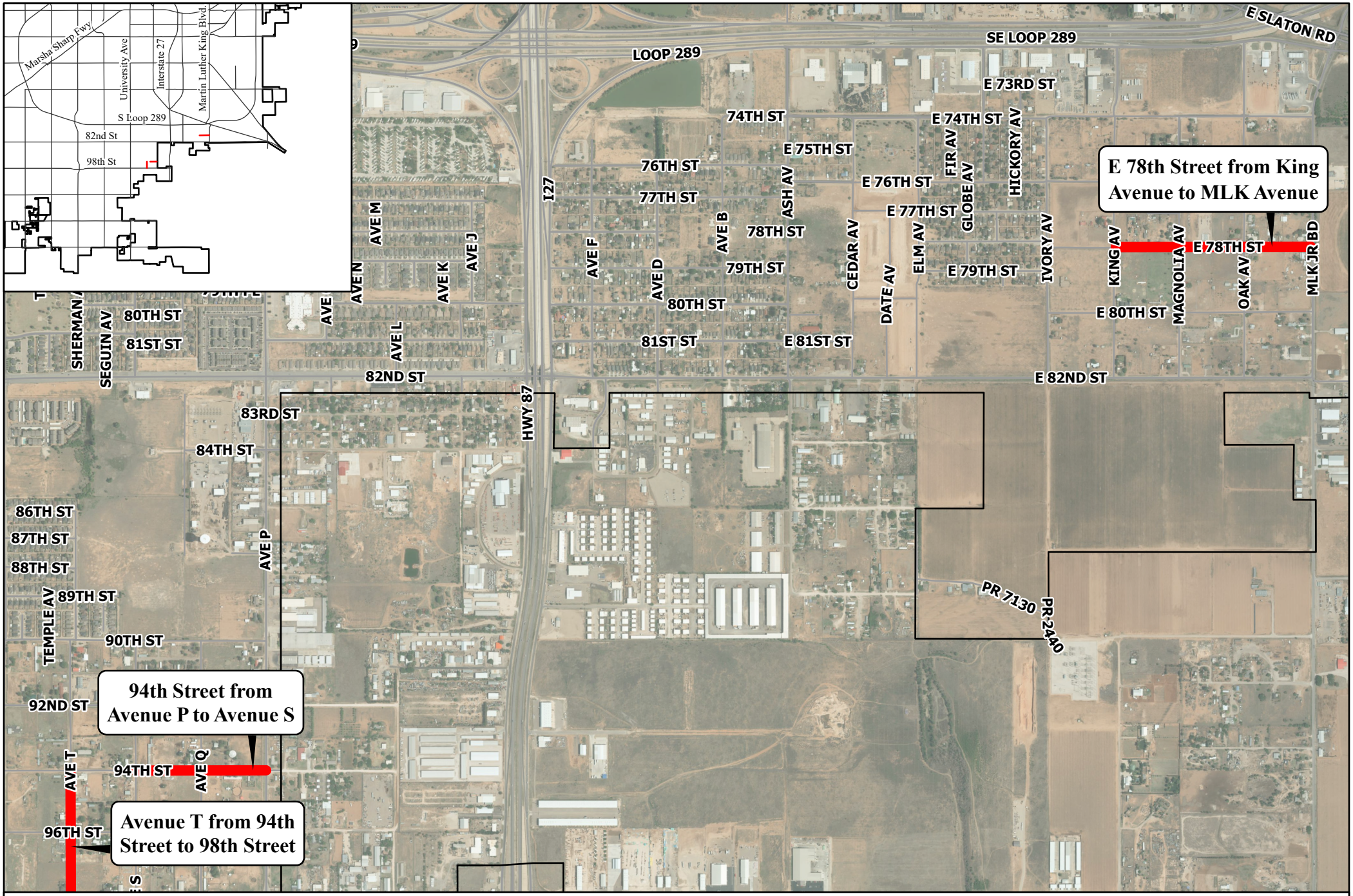
N

Contract 17967 - Bond Unpaved Roads North Section

0 500 1,000 1,500 2,000 US Feet

Unpaved Roads
Lubbock City Limits
Street Centerlines

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



City of Lubbock TEXAS

N

Contract 17967 - Bond Unpaved Roads South Section

0 1,000 2,000 3,000 US Feet

Unpaved Roads
Lubbock City Limits
Street Centerlines

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

City of Lubbock
Capital Project
Project Cost Detail
July 22, 2025

Capital Project Number:	92712
Capital Project Name:	Transportation Improvements/Unpaved Roads

Encumbered/Expended		**Budget**
Construction Contract 16211, West Texas Paving, Inc.,	$	1,356,535
Professional Service Agreement 16363 with Freese and Nichols		250,000
Amendment 1 to Contract 16363 with Freese and Nichols		30,306
Professional Service Agreement 16440 with Kimley-Horn and Associates, Inc.		175,000
Surveying Services by Hugo Reed and Associates, Inc.		13,974
Advertising Costs		1,520
City of Lubbock Staff Time		336,229
Construction Contract 16919, Lone Star Dirt & Paving		2,118,230
System Capital Improvements, Construction		39,053
Construction Contract 17342, Lone Star Dirt & Paving		3,704,125
ROW Dedication, north half of Erskine from Lublerry to Idalou Road		5,790
Contract 17773 with Elm Meadows Addition LLC		8,663
Funding provided by Community Development Grants		(1,522,666)
Contract 17967 with Kimley Horn		220,500
Contract 18144, West Texas Paving, Inc.		1,394,844
Agreement 16181, Cost Sharing for Ash Avenue Improvements		358,210
Survey Services by Parkhill, Inc.		10,000
ROW Acquisition - Parcel 56A		10,000
ROW Acquisition - Parcel 56		19,000
Agenda Item July 22, 2025		
Amendment 1, Contract 17967 with Kimley Horn		15,000
Encumbered/Expended To Date		8,544,313
Estimated Cost for Remaining Appropriation		
Unimproved Roadway Construction and Design		514,849
Remaining Appropriation		514,849
Total Appropriation	$	9,059,162



CIP 92712 Transportation Improvements/ Unpaved Roads

Upgrade/Major Maintenance

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

This project will fund the paving and improvement of existing local residential and collector gravel roads in existing subdivisions where the roads were never improved by the developer. This project will fund the design and construction of various inadequate transportation elements within these areas of the City including unimproved roadway surfaces, unsafe roadway widths, drainage improvements, street lighting, and ADA compliance.

Project Justification

Areas of the City of Lubbock have existing local residential roadways that are gravel and not improved with a paved surface. These roadways were part of developments where the roads were never improved by the developer. These roadways do not meet the City's Standard Specifications and this project will help improve mobility and safety in these residential areas.

Project Highlights

Council Priorities Addressed: Growth and Development, Public Safety, Community Improvement

Project History

- FY 2020-21 $9,000,000 was appropriated by Ord. 2020-O0077
- FY 2022-23 $59,162 was appropriated by BCR# 2023-9

Project Dates

Phase 1 construction end date: 01/2023
Phase 2 construction end date: 03/2024
Phase 3 construction start date: 07/2023
Phase 3 construction end date: 09/2024
Phase 4 construction start date: 05/2024
Phase 4 construction end date: 07/2025

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$9,059,162	$0	$0	$0	$0	$0	$0
TOTAL	**$9,059,162**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Fund Cash	$59,162	$0	$0	$0	$0	$0	$0
General Fund CO Bonds	$9,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$9,059,162**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

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

AI# 13609
Regular City Council Meeting 6. 9.
07/22/2025:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding Contract 18990, and all related documents, by and between the City of Lubbock and South Plains Electric Cooperative, Inc., for utility relocation in preparation for roadway improvements on 114th Street, from Upland Avenue to Wausau Avenue, to be utilized for the 2024 Street Bond Project.

Item Summary

Upland Avenue from 98th Street to 114th Street is currently in design. Through a development agreement, right-of-way is being acquired to realign 114th Street at Upland Avenue, eliminating the current 100-foot offset between the eastern and western sections of 114th Street.

The construction of the realignment of 114th Street at Upland Avenue requires South Plains Electric Cooperative, Inc. to relocate power poles. Pursuant to the stipulations of this Memorandum of Understanding (MOU), the City of Lubbock will reimburse South Plains Electric Cooperative, Inc. for the cost of removal and relocation of certain existing utility poles and electric service lines that interfere with, and are in conflict with the proposed alignment of 114th Street, from Upland Avenue to Wausau Avenue. The City is responsible for these costs, as the infrastructure is located in an easement that pre-dates the dedication of right-of-way.

Staff recommends approval of MOU Contract 18990, with South Plains Electric Cooperative, Inc., for the removal and relocation of electric utility poles ahead of the construction of 114th Street from Upland Avenue to Wausau Avenue.

Fiscal Impact

MOU Contract 18990, for $588,420.53, is funded in Capital Improvements Project 92899, Upland Avenue 98th Street to 114th Street.

Staff/Board Recommending

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

Attachments

Resolution
MOU - Contract 18990
Budget Detail - CIP 92899
Project Detail - CIP 92899

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding (MOU), Contract No. 18990 for utility relocation in preparation for roadway improvements on 114th Street from Upland Avenue and Wausau Avenue, by and between the City of Lubbock and South Plains Electric Cooperative, Inc., and related documents. Said MOU is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.MOU-No. 18990 SPEC 114th utilities relocation
7.2.25

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE CITY OF LUBBOCK AND SOUTH PLAINS ELECTRIC COOPERATIVE, INC.

This Memorandum of Understanding (the "MOU"), Contract No. 18990, is made on this _____ day of _____, 2025, by and between the City of Lubbock ("City") and the South Plains Electric Cooperative, Inc. ("SPEC"), to adjust or relocate utility poles and lines as required for 114th Street from Upland Avenue to Wausau Avenue (the "Project").

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

1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be from the effective date herein through final completion of the Project, not to exceed one hundred fifty (150) days.

2. SPEC RESPONSIBILITIES

SPEC shall adjust or relocate all of its utility poles and lines as required in the area depicted on "Exhibit A", attached hereto and incorporated herein, in preparation for Roadway improvements as part of 114th Street from Upland Avenue to Wausau Avenue by the City of Lubbock.

3. CITY OF LUBBOCK RESPONSIBILITIES

The City of Lubbock shall pay SPEC in amount not to exceed five hundred eighty-eight thousand four hundred twenty dollars and 53/100 ($588,420.53) for the removal and relocation by SPEC as set forth in "Exhibit B", attached hereto and incorporated herein. In the event that actual Project costs exceed costs estimated in "Exhibit B", the City and SPEC shall negotiate in good faith the amount set forth herein in order to complete the Project. Further, the City agrees to provide necessary support, permits, and assistance to facilitate completion of the Project.

4. NOTICE

A. General. Whenever notice between the parties is required or permitted by this MOU and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon

delivery); (2) facsimile (in which case such notice shall be effective upon delivery); (3) email; or (4) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. SPEC Address. SPEC address and numbers for the purposes of notice are:

South Plains Electric Cooperative, Inc.
Attn: Brandon Loth
P.O. Box 1830
Lubbock, TX 79408
Telephone: 806-783-7974
Email: bloth@spec.coop

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

City of Lubbock
Attn: John Turpin
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: jturpin@mylubbock.us
Telephone: 806-775-2342

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

5. NO LIABILITY

No liability will arise or be assumed between the parties as a result of this MOU. All parties to this document will act in good faith to achieve the goals of the MOU in a reasonable time frame. This MOU is a good faith expression of the intent of the Parties.

6. NO JOINT ENTERPRISE

This MOU is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

7. GOVERNING LAW

This MOU will be governed by the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this MOU shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.

8. AMENDMENTS

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

9. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the City and SPEC, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

EXECUTED as of the Effective Date hereof.

The City of Lubbock

Mark McBrayer, Mayor

South Plains Electric Cooperative, Inc.

Brandon Loth

Brandon Loth, Manager of Engineering

ATTESTED:

Courtney Paz, City Secretary

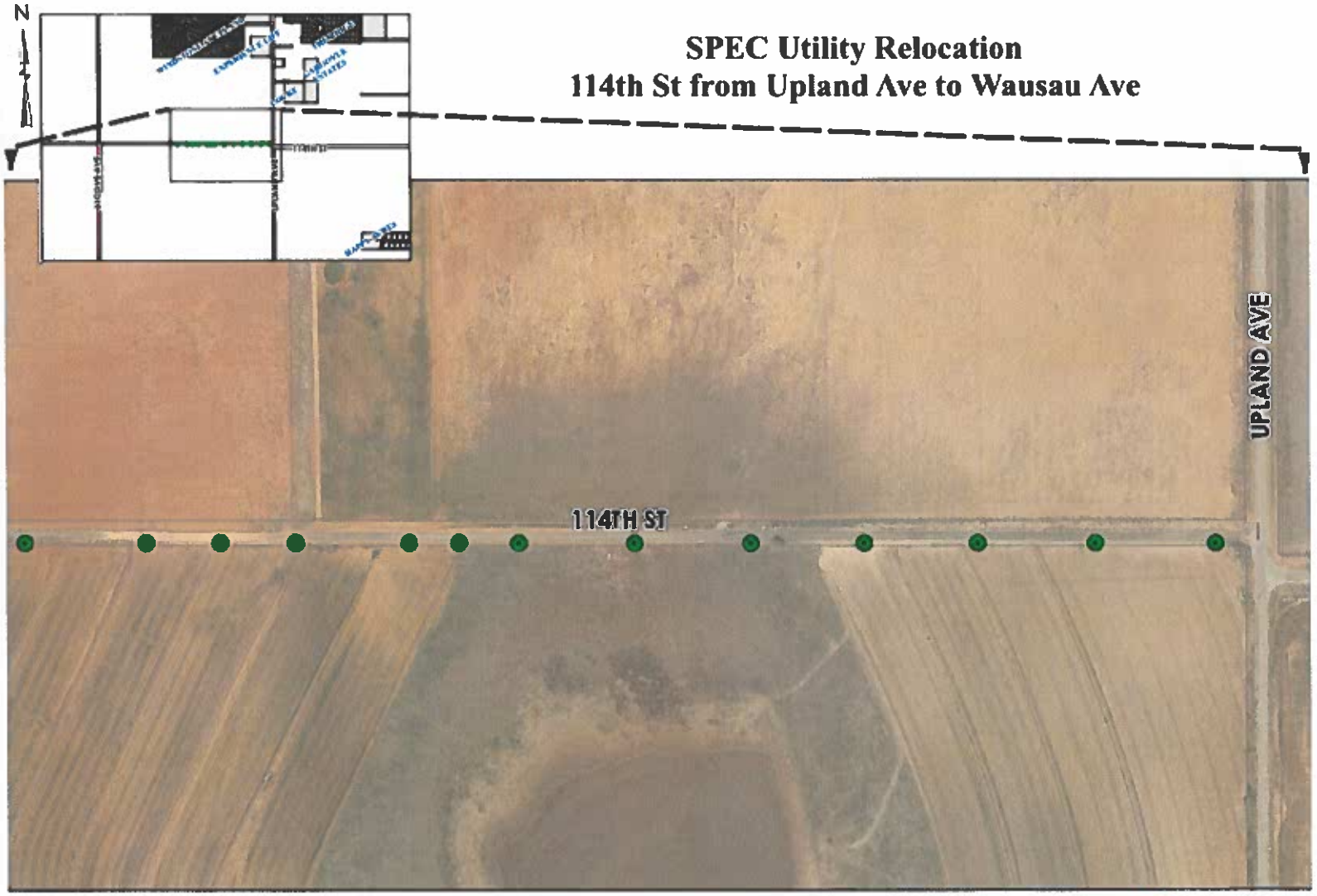
APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

SPEC Utility Relocation
114th St from Upland Ave to Wausau Ave



250 500 750 1,000 US Feet

Proposed Utility Poles
Lot-Block Lines
Lubbock City Limits

City of Lubbock TEXAS

Digital Orthophotography - March 202

Prepared 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.

EXHIBIT B

Utility Adjustment for 114th Street, Upland to Wausau
South Plains Electric Cooperative
Estimated Costs
WO#: 56240

Certified ledger, invoices, and/or checks (as applicable) are to be provided to the City of Lubbock for payment.

Estimated Material Costs	**$**	**505,447.20**
Estimated Labor Costs	**$**	**82,973.33**
Total Estimated Project Costs	**$**	**588,420.53**

City of Lubbock
Capital Project
Project Cost Detail
July 22, 2025

Capital Project Number:	92899
Capital Project Name:	Transportation Improvements/Unpaved Roads

Encumbered/Expended	**Budget**
Land Acquisition - Crown Oaks	$ 450,000
Agenda Item July 22, 2025	
Contract 18990 - SPEC MOU for relocation	588,421
Encumbered/Expended To Date	1,038,421
Estimated Cost for Remaining Appropriation	
Upland Avenue 98th - 114th construction	11,579
Remaining Appropriation	11,579
Total Appropriation	$ 1,050,000

CIP 92899 Upland Avenue: 98th Street to 114th Street - 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 $450,000 was appropriated by BCR 2025-20

Project Dates

Design Completion: 05/2026
Bid for Construction: 01/2027
Award Construction: 03/2027
Construction Completion: 10/2028

Project Location

Upland Avenue, 98th Str to 114th 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	$1,550,000	$13,600,000	$0	$0	$0	$0
Design	$450,000	$0	$0	$0	$0	$0	$0
TOTAL	**$450,000**	**$1,550,000**	**$13,600,000**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
General Obligation Bonds	$450,000	$1,550,000	$13,600,000	$0	$0	$0	$0
TOTAL	**$450,000**	**$1,550,000**	**$13,600,000**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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AI# 13614
Regular City Council Meeting 6. 10.
07/22/2025:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 18985, with Fuquay, Inc., for Cured-in-Place Pipe for pipeline rehabilitation associated with the Northwest Loop 289 Interceptor Point Repair Project.

Item Summary

The scope of this project includes cured-in-place pipe sewer line rehabilitation of selected segments of the Northwest Sanitary Sewer Interceptor, as well as rehabilitation of 4 sanitary sewer manholes and associated bypass pumping, cleaning, and Closed Circuit Television (CCTV) inspection of gravity pipelines. This rehabilitation is necessary due to portions of the pipeline being damaged, as well as the unknown condition of the unexposed section of the pipe.

Cured-in-Place Pipe sewer line rehabilitation services with Fuquay, Inc., of New Braunfels, Texas, are available through Buy Board Contract No. 731-24 with the Texas Association of School Boards Local Government Purchasing Cooperative. This purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code.

Fiscal Impact

Contract 18985 for $309,211.15 is funded in Capital Improvement Project 92799, Northwest Loop 289 Interceptor Project Phase 1.

Staff/Board Recommending

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

Attachments

Resolution
Contract No. 18985
Location Map
CIP 92799 - Budget Detail

CIP 92799 - 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, Public Works Contract No. 18985 for Cured in Place Pipe for pipeline rehabilitation, 2025 Project 1 – assessment and Project 2 lining with manhole rehabilitation as per BuyBoard Contract No. 731-24, by and between the City of Lubbock and Fuquay, Inc., of New Braunfels, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Public Works Contract 18985 Fuquay
7.1.25

FUQUAY, INC.

4861 Old Hwy 81, New Braunfels, TX 78132

Phone (830) 606-1882 Fax (830) 606-1885

PROPOSAL

DATE: June 19, 2025
PROJECT: City of Lubbock 2025 Project 1 Assessment & Project 2 Lining with Manhole Rehabilitation

Cured In Place Pipe CIPP for Pipeline Rehabilitation #731-24

PROJECT 2 REHABILITATION OF 18-INCH WASTEWATER MAIN BETWEEN 14TH AND 15TH STREET

SECTION II: UV CURED PRODUCT

					LIST PRICING		MEMBER PRICING			PROJECT SPECIFIC DISCOUNTED PRICING	
ITEM 1		**UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Related Items**	**Unit**	**Quantity**	**List Price**	**Total**	**7% Discount**	**Price**	**Total**	**Discount Price**	**Total**
Section I Item 1	20105	18" x 4.2 mm	LF	22	$115.50	$2,541.00	-$8.09	$107.42	$2,363.13	$107.00	$2,354.00
Section I Item 1	20120	18" Additional .7mm	LF	22	$10.50	$231.00	-$0.74	$9.77	$214.83	$9.00	$198.00
Section I Item 1	20133	15"-18" CIPP Set-up Charge	LF	22	$51.50	$1,133.00	-$3.61	$47.90	$1,053.69	$47.00	$1,034.00
Section I Item 1	20140	15"-18" CIPP Additional Charge Per Install Length (< 200')	LF	22	$83.50	$1,837.00	-$5.85	$77.66	$1,708.41	$77.00	$1,694.00
Section I Item 1	20146	Pipeline Rehabilitation Crew Cost	DAY	3	$22,470.00	$67,410.00	-$1,572.90	$20,897.10	$62,691.30	$18,750.00	$56,250.00
Section I Item 1	20153	Travel and Mobilization- Pipeline Rehabilitation Crew from New Braunfels, TX (per mobilization)	MILE	405	$25.50	$10,327.50	-$1.79	$23.72	$9,604.58	$23.00	$9,315.00
ITEM 4		**Bypass for Gravity Pipelines and Related Items**									
Section I Item 4	23100	Set Up 3" Pump (Per Pump)	EA	2	$642.00	$1,284.00	-$44.94	$597.06	$1,194.12	$595.00	$1,190.00
Section I Item 4	23106	Set Up 3" Piping/Hose	LF	400	$13.00	$5,200.00	-$0.91	$12.09	$4,836.00	$12.00	$4,800.00
Section I Item 4	23112	Operate 3" pumping System	DAY	2	$2,568.00	$5,136.00	-$179.76	$2,388.24	$4,776.48	$2,300.00	$4,600.00
Section I Item 4	23102	Set Up 6" Pump (Per Pump)	EA	2	$2,568.00	$5,136.00	-$179.76	$2,388.24	$4,776.48	$2,300.00	$4,600.00
Section I Item 4	23108	Set Up 6" Piping/Hose	LF	565	$25.50	$14,407.50	-$1.79	$23.72	$13,398.98	$23.00	$12,995.00
Section I Item 4	23114	Operate 6" pumping System	DAY	3	$3,852.00	$11,556.00	-$269.64	$3,582.36	$10,747.08	$3,500.00	$10,500.00
ITEM 5		**Clean/TV and Evaluation for Gravity Pipelines and Additional Associated Items**									
Section I Item 5	24148	Vactor Truck Cleaning (4-Hour Minimum)	HR	10	$578.00	$5,780.00	-$40.46	$537.54	$5,375.40	$535.00	$5,350.00
Section I Item 5	24149	CCTV Inspection (4-Hour Minimum)	HR	10	$513.50	$5,135.00	-$35.95	$477.56	$4,775.55	$475.00	$4,750.00
Section I Item 5	24151	Travel and Mobilization- Vactor Truck or CCTV Truck Crew from New Braunfels, TX	MILE	405	$25.50	$10,327.50	-$1.79	$23.72	$9,604.58	$23.00	$9,315.00
ITEM 20		**All Other Underground Construction and Supplemental Items and Related Items**									
		Supplemental Items									

Section I Item 20	38297	Traffic control	DAY	3	$3,210.00	$9,630.00	-$224.70	$2,985.30	$8,955.90	$2,900.00	$8,700.00	
						$157,071.50			$146,076.50		$137,645.00	
		PROJECT 1 ASSESSMENT OF EXISTING 21-INCH MAIN AND REMOVAL OF ENCRUSTATION WITHIN WASTEWATER MAIN										
ITEM 5		**Clean/TV and Evaluation for Gravity Pipelines and Additional Associated Items**										
Section I Item 5	24140	Other Remote Obstruction removal (max. 10 lf)	EA	1	$3,210.00	$3,210.00	-$224.70	$2,985.30	$2,985.30	$2,500.00	$2,500.00	
Section I Item 5	24148	Vactor Truck Cleaning (4-Hour Minimum)	HR	20	$578.00	$11,560.00	-$40.46	$537.54	$10,750.80	$535.00	$10,700.00	
Section I Item 5	24149	CCTV Inspection (4-Hour Minimum)	HR	20	$513.50	$10,270.00	-$35.95	$477.56	$9,551.10	$475.00	$9,500.00	
Section I Item 1	20146	Pipeline Rehabilitation Crew Cost	DAY	2	$22,470.00	$44,940.00	-$1,572.90	$20,897.10	$41,794.20	$15,000.00	$30,000.00	
ITEM 20		**All Other Underground Construction and Supplemental Items and Related Items**										
		Supplemental Items										
Section I Item 20	38297	Traffic control	DAY	2	$3,210.00	$6,420.00	-$224.70	$2,985.30	$5,970.60	$1,000.00	$2,000.00	
						$76,400.00			$71,052.00		$52,700.00	
		PROJECT 3 REHABILITATION OF 5 FOUND MANHOLES ON PROJECT 1 AND PROJECT 2										
ITEM 3		**Structure (Manhole) Rehabilitation and Corrosion Protection and Related Items**										
Section I Item 3	22107	Manhole Bench and Invert Repair 5' Diameter Base	EA	4	$931.00	$3,724.00	-$65.17	$865.83	$3,463.32	$800.00	$3,200.00	
Section I Item 3	22117	Manhole Rehabilitation - Cementitious (CRM) only – 1 inch thickness	SQFT	1526	$29.50	$45,017.00	-$2.07	$27.44	$41,865.81	$23.00	$35,098.00	
Section I Item 3	22119	Manhole Rehabilitation - Polyurethane (PCM) only – 250 mils thickness	SQFT	1526	$32.00	$48,832.00	-$2.24	$29.76	$45,413.76	$27.00	$41,202.00	
Section I Item 3	22120	Manhole Rehabilitation - Polyurethane (PCM) - Additional 1 mil thickness (50 * 1526)	SQFT	76300	$0.30	$22,890.00	-$0.02	$0.28	$21,287.70	$0.20	$15,260.00	
Section I Item 3	22135	Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX	MILE	405	$25.50	$10,327.50	-$1.79	$23.72	$9,604.58	$20.00	$8,100.00	
ITEM 20		**All Other Underground Construction and Supplemental Items and Related Items**										
		Supplemental Items										
Section I Item 20	38297	Traffic control	DAY	5	$3,210.00	$16,050.00	-$224.70	$2,985.30	$14,926.50	$1,000.00	$5,000.00	
						$146,840.50			$136,561.67		$107,660.00	

SPECIAL PROJECT NOTES

1) CITY OF LUBBOCK TO PROCURE ROW PERMITS FROM TXDOT FOR PERFORMANCE OF THE WORK.
2) CITY OF LUBBOCK TO PROCURE ROW/TRAFFIC CONTROL PERMITS FROM CITY OF LUBBOCK (IF REQUIRED).
3) FUQUAY WILL REMOVE THE ENCRUSTATION WITHIN 21-INCH PIPE ON PROJECT 1 AND ASSESS PIPELINE FOR FUTURE REPAIRS (IF REPAIRS ARE NEEDED)
4) FUQUAY WILL INSTALL STRUCTURAL UV CURED GLASS REINFORCED PIPE (GRP) LINER IN 18-INCH PIPELINE ON PROJECT 2.
5) 14TH STREET TO BE CLOSED AT FRONTAGE ROAD FOR PERFORMANCE OF WORK FOR PROJECT 2. (APPROX 1 WEEK)
6) FUQUAY WILL REHABILITATE MANHOLES 011432, 011432.001, 006395, AND 006391 USING 1-INCH CEMENTITIOUS UNDERLAYMENT AND 300 MILS OF SPRAYWALL LINER.
7) NOTE ADDITIONAL EXCLUSIONS BELOW.

Subtotal of 3 Projects:	$300,205.00
Performance & Payment Bonds (If required):	$9,006.15
TOTAL:	$309,211.15

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS AND DRAWINGS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE QUOTATION. WORKER'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE FURNISHED BY FUQUAY, INC. THERE MAY BE AN ADDITIONAL CHARGE FOR PROVIDING A WAIVER OF SUBROGATION AND/OR BEING LISTED AS AN ADDITIONAL INSURED ON FUQUAY'S INSURANCE. THE CHARGE SHALL BE EQUAL TO THE AMOUNT CHARGED TO FUQUAY FOR SAID SERVICE.

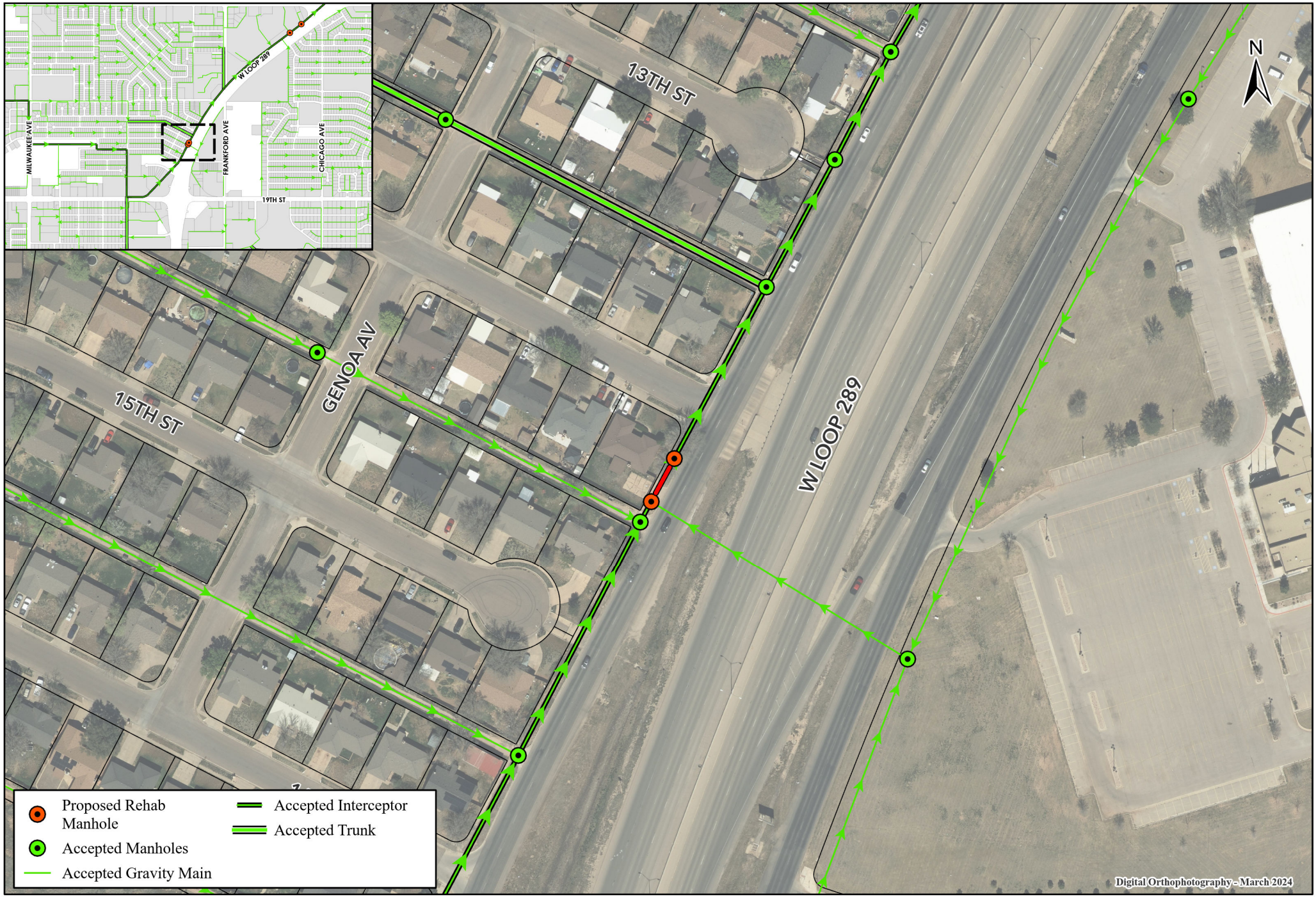


0 100 200 300 US Feet

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.

Northwest Loop 289 Interceptor Point Repair
Contract 18985
Exhibit 1

City of Lubbock TEXAS



0 100 200 300 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.

Northwest Loop 289 Interceptor Point Repair
Contract 18985
Exhibit 2

City of Lubbock TEXAS

City of Lubbock, TX
Northwest Loop 289 Interceptor Project Phase 1
Project Cost Detail
July 22, 2025

Capital Project Number:	92799
Capital Project Name:	Northwest Loop 289 Interceptor Project Phase 1

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 10,28
Contract 17020 - Preliminary Design for NW Sewer Interceptor	363,09
Agenda Items, July 8th, 2025	
Contract 18985 with Fuquay, Inc.	309,21
Encumbered/Expended To Date	682,58
Estimated Costs for Remaining Appropriation	
Additional Point Repairs	90,79
Remaining Appropriation	90,79
Total Appropriation	$ 773,37

CIP 92799 Northwest Loop 289 Interceptor Project Phase I

Replacement Infrastructure

Project Manager: Kerry Koehler - Engineering

Project Scope

This project is the first phase in the up sizing of the existing interceptor along Northwest Loop 289 from Quaker Avenue to Frankford Avenue. The existing 18/21/24-inch line will be up-sized to a 30-inch wastewater line. Recent and near-term projected growth are the primary drivers for the upsizing. Model results indicate the proposed 30-inch line will eliminate surcharging during modeled peak wet weather conditions. The proposed line will not only accommodate flows from the West End Addition, but also future flow from the 18-inch line along the existing Reese sewer Line.

Project Justification

The Wastewater Master Plan identifies the Northwest Loop 289 Interceptor for up-sizing. During the Wastewater Master Plan flow meters were placed within the Interceptor and the flow meters show the line will be at capacity with no room for continued growth within the sewer shed. Preliminary design efforts have determined that the original upsizing solution is not feasible at this time. Point repairs are being evaluated in order to address immediate needs. This area is being evaluated more holistically through the Wastewater Master Plan to determine the best long-term approach to the sewer capacity needs in Northwest Lubbock.

Project Highlights

Council Priorities Addressed:
Fiscal Discipline
Community Improvement
Growth and Development

Project History

- FY 2022-23 $1,250,000 was appropriated by Ord. 2022-O0136
- FY 2023-24 $500,000 was appropriated by Ord. 2023-O0108
- FY 2023-24 $250,000 was reduced by BCR 2024-15
- FY 2024-25 $726,628 was reduced per City Management

Project Dates

Bid Date – Design: 02/2023
Award Date for Bid – Design: 05/2023
Project Start Date – Design: 05/2023
Project End Date – Design: 06/2024
Award Date for Bid – Construction: TBD
Project Start Date – Construction: TBD
Project End Date – Construction: TBD

Project Location

Northwest Loop 289 from Quaker Avenue to Frankford Avenue

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Design	$773,372	$0	$0	$0	$0	$0	$0
TOTAL	**$773,372**	**$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 Cash	$773,372	$0	$0	$0	$0	$0	$0
TOTAL	**$773,372**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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AI# 13597
Regular City Council Meeting 6. 11.
07/22/2025:

Information

Agenda Item

Resolution - Public Works Water Utilities: Consider a resolution authorizing the Mayor to execute Purchase Order 23106069, with Smith Pump Company, to repair one sludge mixing pump for use in Digester #8 at the Southeast Water Reclamation Plant.

Item Summary

The South East Water Reclamation Plant (SEWRP) in the City of Lubbock is authorized to treat and dispose of 31.5 million gallons of effluent each day. A key component of this treatment process is digestion, which takes place in separate digesters. The digestion system utilizes 4 Hydrostol pump. of which 2 are assigned to digester #8, and 2 are assigned to digester #9, to create the necessary mixing for optimal performance.

These pumps facilitate the circulation of sludge within the digesters, enhancing the efficiency of the digestion process, improving heat transfer, and lowering phosphorous and ammonia levels to meet the requirements set by the Texas Commission on Environmental Quality (TCEQ) permits. The plant maintenance team has successfully repaired 1 of the units and is needing assistance repairing the other pump. Accordingly, staff recommends approval of the Purchase Order to Smith Pump Company, of Waco, Texas for $77,015.

The purchase from Smith Company is made available through Buyboard Contract 770-25.

Fiscal Impact

Purchase Order 23106069, with Smith Pump Company, for $77,015, is funded in Capital Improvement Project 92803 - Water Reclamation Plant Replacement.

Staff/Board Recommending

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

Attachments

Resolution

PO_23106069 (r) Smith Pump Company
Quote
CIP 92803 - Budget Detail
CIP 92803 - Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order 23106069, as per BuyBoard Contract 770-25, for the purchase, inspection, repair and/or rebuild of a Wemco Screw Pump, by and between the City of Lubbock and Smith Pump Company, Inc., of Waco, 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

RES.PO 23106069 – Smith Pump Company, Inc.
7.7.25

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 7/7/2025
Order Number 23106069 000 OP
Branch/Plant 231

TO: SMITH PUMP COMPANY
301 M&B INDUSTRIAL
WACO TX 76712

SHIP TO: CITY OF LUBBOCK
WATER RECLAMATION PLANT
3603 GUAVA AVENUE
LUBBOCK TX 79403

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 7/7/2025 Freight .
Requested 8/7/2025 Taken By S RIVERA
Delivery A ROSALES REQ 63457 PUR 19017/BUYBOARD 770-25

If you have any questions, please contact Renata Martinez: RMartinez@mylubbock.us 806-775-2611

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Inspection & Repair of Hidrost	1.000	77,015.0000	EA	77,015.00	8/7/2025
I16-K-HD 16X16					

Total Order

Terms NET 30 77,015.00

This purchase order encumbers funds in the amount of $77,015.00 awarded to Smith Pump Company of Waco, TX, on July 17, 2025. The following is incorporated into and made part of this purchase order by reference: Quote dated June 12, 2025, from Smith Pump Company of Waco, TX, and BuyBoard Contract 770-25.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

Commercial General Liability:	**Additional Policies:**
$1,000,000 occurrence / $2,000,000 aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).	**Bailee's Coverage**: $200,000 Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation.

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

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

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Smith Pump Company, Inc.
301 MB Industrial Dr
Waco, TX 76712 US
Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 41466

Monday, July 7, 2025

Prepared For: **Steve Baldwin**

Lubbock - S.E. Water Reclamation Plan
3603 Guava Ave
Lubbock, TX 79404
Phone: 806-775-3233

Shipping: **Steve Baldwin**

Lubbock - S.E. Water Reclamation Plant
3603 Guava Ave
Lubbock, TX 79404

Shipping Method	*Freight Terms*	*Payment Terms*	*Salesperson:*
Bestway	FOB Destination	Net 30 Days	TXNW - Eduardo Garcia

REF: PMP-1611, S/N: 11DW08396-01

This quotation is made in accordance to BuyBoard Contract Number 770-25

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Sincerely,

Ramon Garcia

Line: 1 *Part ID: 4502* *Rev: 4*

Pump Inspection-Hidrostal I16K-HD 16X16
Item of Shop Disassembly & Inspection of Wemco Hidrostal Screw Pump

Level One Inspection Includes:
1. Incoming Electrical / Mechanical Inspection
2. Teardown of Pump
3. Inspection of Parts to Determine Necessary Repairs
4. Provide Quotation for Recommended Repairs
5. Advise Replacement and/or Upgrade Costs

Equipment #: PMP-1611
END SUCTION PUMP
MANUFACTURER: Wemco Hidrostal
MODEL: I16K-HD, 16x16
S/N: 11DW08396-01
RPM: 820
SCREW IMPELLER
NON-EXPLOSION PROOF

RECV'D: 4/17/2025
TEARDOWN DATE: 4/29/2025

Inspection Summary:
- Pump Arrived Partially Assembled with only the Rotating Assembly w/Impeller being Received.
- Exterior Coating was Slightly Worn.
- The Impeller had some Minor Areas of Erosion Damage.
- The Mechanical Seals were Compromised due to Failure.
- Contamination in grease was Identified on all of the Bearings due to Seal Failure.
- All of the Following Journals Resulted in Minor to Severe Damage, all Require Repair:
  - o Primary Mechanical Seal ------- Severe

o Secondary Mechanical Seal ---- Severe
o ODE Bearing ---------- Minor
o DE Bearings (3) ---------- Severe
• The DE Bearing Housing was Severely Damaged with Pitting.
• It is Suspected that the Pump Failed as a Result of Seal Failure.

Note:
* Customer did not send volute. Only pump frame with impeller.

Quantity U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00 EA	3,605.00000			$3,605.00 *

Line: 2 *Part ID: 4641* *Rev: 0*

Pump Repair- Hidrostal I16K-HD 16X16
PUMP REPAIR TO INCLUDE:
1. Replace (3) Inboard Bearing
2. Replace Outboard Bearing
3. Replace Bearing Spacers & Springs
4. Replace Primary Mechanical Seal
5. Replace Secondary Seal
6. Replace Both Seal Snap Rings
7. Replace Impeller Bolt & Locking Washer
8. Replace Bearing Frame Drain Kit
9. Replace all O-Rings
10. Repair all Shaft Bearing Journals and Seal Journals, Undercut and Restore Diameter with 400 Series SS
11. Bore out all DE Impeller Pockets and Sleeve
12 Assemble Pump Complete
13.Replace Perform Seal Test on Seal Chamber
14. Prep for Shipment
15. Delivery to Site

GRIT BLAST EXTERIOR OF CASING TO SSPC-SP-10 NEAR WHITE

COAT EXTERIOR OF VOLUTE WITH (2) COATS TNEMEC N69 EPOXY PAINT
FOR 7 TO 9 MILS DFT. TOP COAT TO MATCH EXISTING.

Lead Estimate: 18-19 Weeks

Quantity U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00 EA	42,980.00000			$42,980.00 *

Line: 4 *Part ID: 0972-M* *Rev: 0*

Hidrostal I16K-HD 16X16 - Impeller & Liner

Workscope:
(1) HIDROSTAL - IMPELLER I16K-HD, HICHROME A532-III-A - $19,948
(1) HIDROSTAL - SUCTION LINER REGULABLE I16K-HD/MD/SS HI-CHROME A532-III-A - $9,852

Lead Estimate: 19-20 Weeks

Notes:
* It is **Recommended** for both Impeller & Liner to be Replaced together due to the Critical Geometrical Features.

Smith Pump Company, Inc.
301 MB Industrial Dr
Waco, TX 76712 US
Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 41466

Monday, July 7, 2025

Quantity U/M	*Unit Price*	*Discount*	*Discounted Unit Price*	*Line Price*
1.00 EA	29,800.00000			$29,800.00 *

* Indicates which quantity price is included in the Total **Total:** **$76,385.00**

Prices are Valid Until Sunday, September 7, 2025

ACCEPTED BY: _____

PRINTED NAME: _____

PURCHASE ORDER (IF APPLICABLE): _____

SIGNED ON DATE: _____

This quotation is made in accordance to BuyBoard Contract Number 770-25.

Smith Pump Company, Inc.
301 MB Industrial Dr
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Monday, July 7, 2025

Terms and Conditions

1. Applicability - These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.

2. Price - Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the Customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode.
In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation.
SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.

3. Warranty - SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer.
Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter.
SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of a SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).

4. Payment - All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment.
If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.

5. Joint Check Agreement - If Customer fails to pay laborers and materialmen within thirty (30) days after payment by SPCO, SPCO will have the right to make future payments by check payable jointly to Customer and laborers or materialmen to the extent of unpaid indebtedness arising out of the job. SPCO will credit joint checks against the contract sum on the next payment application.

6. Taxes - The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.

7. Property Damage - SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.

8. Startup - If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.

9. Limitation of Liability - The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.

10. Setoff - All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.

11. Customer Cancellation - Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.

12. Assignment - Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.

13. Waiver/Severability - Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach.
If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.

14. Applicable Law - The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.

Smith Pump Company, Inc.
301 MB Industrial Dr
Waco, TX 76712 US
Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 41466

Monday, July 7, 2025

Prepared For: **Steve Baldwin**

Lubbock - S.E. Water Reclamation Plan
3603 Guava Ave
Lubbock, TX 79404
Phone: 806-775-3233

Shipping: **Steve Baldwin**

Lubbock - S.E. Water Reclamation Plant
3603 Guava Ave
Lubbock, TX 79404

Shipping Method	*Freight Terms*	*Payment Terms*	*Salesperson:*
Bestway	FOB Destination	Net 30 Days	TXNW - Eduardo Garcia

REF: PMP-1611, S/N: 11DW08396-01

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Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Sincerely,

Ramon Garcia

Line: 1 *Part ID: 4502* *Rev: 4*

Pump Inspection-Hidrostal I16K-HD 16X16
Item of Shop Disassembly & Inspection of Wemco Hidrostal Screw Pump

Level One Inspection Includes:
1. Incoming Electrical / Mechanical Inspection
2. Teardown of Pump
3. Inspection of Parts to Determine Necessary Repairs
4. Provide Quotation for Recommended Repairs
5. Advise Replacement and/or Upgrade Costs

Equipment #: PMP-1611
END SUCTION PUMP
MANUFACTURER: Wemco Hidrostal
MODEL: I16K-HD, 16x16
S/N: 11DW08396-01
RPM: 820
SCREW IMPELLER
NON-EXPLOSION PROOF

RECV'D: 4/17/2025
TEARDOWN DATE: 4/29/2025

Inspection Summary:
- Pump Arrived Partially Assembled with only the Rotating Assembly w/Impeller being Received.
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o Secondary Mechanical Seal ---- Severe
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o DE Bearings (3) ---------- Severe
• The DE Bearing Housing was Severely Damaged with Pitting.
• It is Suspected that the Pump Failed as a Result of Seal Failure.

Note:
* Customer did not send volute. Only pump frame with impeller.

Quantity U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00 EA	3,605.00000			$3,605.00 *

Line: 2 *Part ID: 4641* *Rev: 0*

Pump Repair- Hidrostal I16K-HD 16X16
PUMP REPAIR TO INCLUDE:
1. Replace (3) Inboard Bearing
2. Replace Outboard Bearing
3. Replace Bearing Spacers & Springs
4. Replace Primary Mechanical Seal
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GRIT BLAST EXTERIOR OF CASING TO SSPC-SP-10 NEAR WHITE

COAT EXTERIOR OF VOLUTE WITH (2) COATS TNEMEC N69 EPOXY PAINT
FOR 7 TO 9 MILS DFT. TOP COAT TO MATCH EXISTING.

Lead Estimate: 18-19 Weeks

Quantity U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00 EA	42,980.00000			$42,980.00 *

Line: 4 *Part ID: 0972-M* *Rev: 0*

Hidrostal I16K-HD 16X16 - Impeller & Liner

Workscope:
(1) HIDROSTAL - IMPELLER I16K-HD, HICHROME A532-III-A - $19,948
(1) HIDROSTAL - SUCTION LINER REGULABLE I16K-HD/MD/SS HI-CHROME A532-III-A - $9,852

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Notes:
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Smith Pump Company, Inc.
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Monday, July 7, 2025

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1.00 EA	29,800.00000			$29,800.00 *

* Indicates which quantity price is included in the Total **Total:** **$76,385.00**

Prices are Valid Until Sunday, September 7, 2025

ACCEPTED BY: _____

PRINTED NAME: _____

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SIGNED ON DATE: _____

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SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.

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Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter.
SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of a SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).

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6. Taxes - The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.

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9. Limitation of Liability - The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.

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13. Waiver/Severability - Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach.
If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.

14. Applicable Law - The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.

City of Lubbock, TX
Capital Project
Project Cost Detail
July 22, 2025

Capital Project Number:	92803
Capital Project Name:	Water Reclamation Plant Replacement

	Budget
Encumbered/Expended	
Design Work	$ 43,847
Acme Electric	41,900
Aqua Aerobic Filter Membranes	48,091
B&N Machine	280,113
Bailey Boiler Works	120,756
Advertising	222
Environmental Improvements	16,375
Gicon Pumps	102,463
Global Pumps	40,149
Gulf Coast Repair	36,575
Henthorn Construction	28,716
Howden USA Blower Core	285,136
Hub City Plumbing	25,488
City Warehouse Piping and Supplies	11,955
JCH Replacement Pumps	352,749
JWC Environmental	45,273
L.Howard Construction	256,878
Landia Pumps	33,850
Lubbock Electric Field Services	129,669
Lydick-Hooks Roofing	45,845
Odessa Pumps	18,633
O'Tool Piping and Supplies	9,905
Red River Construction	31,664
Accounting	138,152
Riley Industrial Pit Cleaning	44,572
Scruggs Company	12,289
Teledyne Instruments	36,821
UCA Pipe Repair Services	134,843
Walker Process Equipment	64,250
Walker Process Equipment	55,725
Wunderlich-Malec SCADA Services	66,851
Zone Industries	84,147
Miscellaneous Sewer System Capital Outlay	319,905
Agenda Item July 22, 2025	
Smith Pump Company	$ 77,015
Encumbered/Expended to Date	$ 3,040,822
Estimated Costs for Remaining Appropriation	
Water Reclamation Plant Replacement	$ 59,178
Remaining Appropriation	$ 59,178
Total Appropriation To Date	$ 3,100,000

CIP 92803 Water Reclamation Plant Replacement FY 2022-23

Upgrade/Major Maintenance

Project Manager: Curtis McDole - Wastewater

Project Scope

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

Project Justification

Replacing aging infrastructure reduces emergency maintenance expenditures and system failures.

Project Highlights

Council Priorities Addressed:
Community Improvement
Public Health
Growth and Development

Project History

- FY 2022-23 $1,000,000 was appropriated by Ord. 2022-O0136
- FY 2022-23 $100,000 reduced appropriation by BCR# 2023-7
- FY 2023-24 $1,300,000 was appropriated by Ord. 2023-O0108
- FY 2024-25 $900,000 was appropriated by Ord. 2024-O0128

Project Dates

Bid Date: January 2024
Construction Start Date: January 2024
Construction Completion Date: September 2027

FY 2025-26: Perform major repairs to mixing pumps for Digesters 8 & 9, repair and replace broken valves and piping to the diversion box for Jones Station, repair and replace defective bulbs, ballasts, seals, chains, and filters on the UV systems.

Project Location

Southeast and Northwest Water Reclamation Plants

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$3,100,000	$1,300,000	$750,000	$750,000	$750,000	$750,000	$0
TOTAL	**$3,100,000**	**$1,300,000**	**$750,000**	**$750,000**	**$750,000**	**$750,000**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
ARPA Funding	$1,300,000	$0	$0	$0	$0	$0	$0
Water/Wastewater Fund Cash	$1,800,000	$750,000	$750,000	$750,000	$750,000	$750,000	$0
TOTAL	**$3,100,000**	**$750,000**	**$750,000**	**$750,000**	**$750,000**	**$750,000**	**$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**

Powered by OpenGov

AI# 13590
Regular City Council Meeting 6. 12.
07/22/2025:

Information

Agenda Item

Resolution - Public Works Paved Streets: Consider a resolution authorizing the Mayor to execute Contract 18881, with Lone Star Dirt & Paving, Ltd., for mill and relay on Memphis Avenue and 114th Street, for the 2025 Street Maintenance Program.

Item Summary

This project will rebuild the following streets:

- Memphis Avenue from 106th Street to 114th Street
- 114th Street from Milwaukee Avenue to Upland Avenue

In the mill and relay process, various depths of material will be removed and hauled to a Street Maintenance Department stack yard for later use on public rights-of-way. Sections of the streets with failure in sub-grade will be repaired. A new asphalt-stabilized base with 2 inches of asphalt driving surface will be placed, and new lane markings will be installed.

The City issued an Invitation to Bid (ITB) for this project.

In response to ITB 25-18881-TF, three bids were received and opened on June 5, 2025, from the following contractors.

Contractor	Total
Lone Star Dirt & Paving, Ltd., Lubbock, Texas	$1,593,593.00
Allen Butler Construction, Inc., Lubbock, Texas	$1,813,601.08
West Texas Paving, Inc., Wolfforth, Texas	$2,059,190.00

Staff recommends award of this contract to the lowest bidder, Lone Star Dirt & Paving, Ltd., of Lubbock, Texas, for $1,593, 593.00.

This contract is awarded by the unit price. The total amount of the award is estimated based on proposed quantities and actual expenditures may be more or less depending on actual quantities. The price per unit will not change. This contract includes pay items to bring all water valve boxes and wastewater system manhole covers to flush grade with

the new pavement surface.

The contract has a term of 75 consecutive calendar days from the Notice to Proceed and contains appropriate liquidated damages.

Fiscal Impact

Contract 18881, with Lone Star Dirt & Paving Ltd., for $1,593,593.00, is funded in Capital Improvement Project 92870 - Street Maintenance 2025.

Staff/Board Recommending

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

Attachments

Resolution
Contract
Map
CIP 92870 - Budget Detail
CIP 92870 - Project Detail
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, Public Works Contract No. 18881 for 2025 Mill and Relay as per ITB 25-18881-TF, by and between the City of Lubbock and Lone Star Dirt & Paving, Ltd. 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Public Works Contract 18881 2025 Mill & Relay Lonestar
6.10.25

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 6-5-25

PROJECT NUMBER: **ITB 25-18881-TF, 2025 Mill & Relay**

Bid of Lone Star Dirt & Paving Ltd (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of the referenced project, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated.

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **70 consecutive calendar days** with **final completion** of the project within **75 consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$1,204.28** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$ 1,204.28** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **60** calendar days after the scheduled closing time for receiving bids.

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

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

City of Lubbock, TX
Public Works
ITB 25-18881-TF
2025 Mill & Relay

Lone Star Dirt & Paving, Ltd. of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Cost	Extended Cost
Base Bid					
#1-1	Patching with Black Base, 3" depth (milling to a depth of 5", with replacement of 3" Black Base and 2" Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) remove to A depth specified by the inspector, and fill in with black base. (All Millings will go to the City of Lubbock.)	13000	SY	39.90	518,700.00
#1-2	Patching with Black Base, 6" depth, (milling to a depth of 8" with Replacement of 2" Type C Hot Mix), including labor, equipment, removal and disposal of existing materials, caliche base and sub-grade (if soft or unstable) to a depth 0f 8" and replacing with 6" of Black Base and 2" Type C Hot Mix. (All Millings will go to the City of Lubbock.)	14000	SY	63.90	894,600.00
#1-3	Valley Gutter, Class 8" C concrete (3600 psi @ 28 days), Reinforced (Ref. Section 8.7.12 for specifications for reinforcement Information); including labor, equipment, removal and disposal of Existing materials, sub-grade preparation, saw cut joints, complete And in place.	587	SY	85.00	49,895.00
#1-4	30" Curb & Gutter, Class B Concrete (3,000 psi @ 7 days. 30" wide Separate gutter or saw-tooth curb & gutter; including labor, Equipment, removal and disposal of existing materials, sub-grade Preparation, complete and in place.	230	LF	90.00	20,700.00
#1-5	Type I Thermoplastic pavement marking .125 Mil 24" white stop line (TX DOT DMS 8220). Including labor, equipment, and preparation of existing surface. Complete and in place.	42	LF	44.00	1,848.00
#1-6	Thermoplastic pavement marking Right or Left turn arrow (TX DOT DMS 8220). Including labor, equipment, and preparation of existing surface. Complete and in.	5	EA	550.00	2,750.00
#1-7	Adjusting existing manholes covers (Raise or Lower). All City of Lubbock covers shall be adjusted by the contractor to final grade including all labor, equipment, and material, complete and in place.	8	EA	3,000.00	24,000.00
#1-8	Adjusting existing water system valve boxes (Raise or Lower). All water system valve boxes shall be adjusted to final Grade by the contractor including all labor, equipment, and material, complete in place.	15	EA	2,000.00	30,000.00
#1-9	6" lane line elimination. Including labor, equipment, and All tools necessary to remove and relay markings.	14000	LF	1.65	23,100.00
#1-10	Mobilization	1	EA	28,000.00	28,000.00
		Total (Items 1-1 through 1-10):			**$ 1,593,593.00**

Enclosed with this bid is a Cashier's Check or Certified Check for _____ **Dollars ($**_____**) or a Bid Bond in the sum of** 5% **Dollars ($**_____**), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

Date: 6-5-25

Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Pav Ltd
Company

1820 Univ
Address

Lub , Lub
City, County

Tx , 79423
State Zip Code

Telephone: 806 - 745-6011

Fax: 806 - 745-4074

FEDERAL TAX ID or SOCIAL SECURITY No.

lonestarsteve@nts-online.net
EMAIL:

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 5-20-25
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:

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

City of Lubbock

Street Maintenance Department

2025 Projects
Contractor Rebuilds

Contractor Rebuild

Lubbock City Limits

Lubbock County

N

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.

City of Lubbock TEXAS

City of Lubbock, TX
Capital Project
Project Cost Detail
July 22, 2025

Capital Project Number:	92870
Capital Project Name:	Street Maintenance Program 2025

	Budget
Encumbered/Expended	
Design	$ 928
Bid	269
Contract 17753, Pavement Restoration COMPLETE	1,130,640
Contract 18466 Asphalt Patching COMPLETE	984,585
Contract 18469 Concrete Replacment COMPLETE	977,554
Contract 18478 Micro-Surfacing NTP: 4-14-25	8,851,690
Agenda Item July 22, 2025	
Contract 18881 Lone Star Dirt & Paving Ltd	1,593,593
Encumbered/Expended To Date	13,539,259
Estimated Cost for Remaining Appropriation	
Street Maintenance	1,576,014
Remaining Appropriation	1,576,014
Total Appropriation	$ 15,115,273

CIP 92870 Street Maintenance 2025

Upgrades/Major Maintenance

Project Manager: Tim Merritt - Paved Streets

Project Scope

Various tools are used as preventative maintenance measures for our public roads, among them are Micro-surfacing, asphalt rejuvenation, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and ride smoothness. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project Highlights

Council Priorities Addressed:
Fiscal Discipline, Community Improvement, and Redevelopment

This project addresses Community Improvement as several miles of street systems are improved in several areas of town. There are some areas in which these maintenance projects may spur infield redevelopment. These maintenance projects will also prevent several streets from deteriorating to the point that very costly rebuilds are required.

Project History

- FY 2024-25 $14,000,000 was appropriated by Ord. 2024-O0128
- FY 2024-25 $1,115,273 was appropriated by BCR# 2025-17

Project Dates

FY24-25:
Rejuvenator March 2025 to April 2025
Asphalt Patching March 2025 to June 2025
Concrete Replacement March 2025 to June 2025
Micro-Surfacing April 2025 to July 2025
FY25-26:
Bid projects December 2025 to May 2026
Construction Projects March 2026 to December 2026

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$15,115,273	$14,000,000	$16,000,000	$17,000,000	$18,000,000	$19,000,000	$20,000,000
TOTAL	**$15,115,273**	**$14,000,000**	**$16,000,000**	**$17,000,000**	**$18,000,000**	**$19,000,000**	**$20,000,000**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
General Fund Cash	$15,115,273	$14,000,000	$16,000,000	$17,000,000	$18,000,000	$19,000,000	$20,000,000
TOTAL	**$15,115,273**	**$14,000,000**	**$16,000,000**	**$17,000,000**	**$18,000,000**	**$19,000,000**	**$20,000,000**

Operating Budget Impacts

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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Purchasing and Contract Management

Project Summary

ITB 25-18881-TF
2025 Mill & Relay

Notice was published in the Lubbock Avalanche Journal on May 18 & May 25, 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 May 18 to June 5, 2025.
4 individuals attended the pre-bid meeting.
32 vendors downloaded the documents using Bonfire.com.
17 vendors were notified separately.
3 vendors submitted bids.

AI# 13588
Regular City Council Meeting 6. 13.
07/22/2025:

Information

Agenda Item

Resolution - Public Works Traffic Operations: Consider a resolution authorizing the Mayor to execute Advanced Funding Agreement No. 0905-06-131, with the Texas Department of Transportation, for the City to provide and install vehicular and pedestrian detection upgrades of traffic signals across the City.

Item Summary

The Lubbock Metropolitan Planning Organization (LMPO) has approved the 2025-2028 Transportation Improvement Program (TIP), awarding $1,300,000 of Category 10 Funding to the City of Lubbock, for improvements to 60 traffic signals within the City.

The project funding includes 80% federal participation ($1,040,000) and 20% local participation ($260,000). Along with the $260,000 local match, the City must pay Texas Department of Transportation (TxDOT) $21,250 in administrative fees for the project, bringing the City's overall total to $281,250 for the project.

As part of the project, the Traffic Management Department will install enhanced detection systems capable of detecting, classifying, and counting pedestrians, bicyclists, and vehicles, for real-time and historical data. The systems will interface with existing traffic signal equipment at each intersection to activate and extend green lights at the signals for vehicles. In addition, the Traffic Operations Department will install Accessible Pedestrian Signals (APS) at each of the 60 signals, with audible walk indications.

Fiscal Impact

The City's share of the Advance Funding Agreement, paid to TxDOT is $281,250, which is funded in Capital Improvements Project 92904 - Traffic Vehicular and Pedestrian Detection Improvements.

Staff/Board Recommending

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

Attachments

Resolution
Agreement
Map

RESOLUTION AUTHORIZING EXECUTION OF AN
ADVANCE FUNDING AGREEMENT (AFA) WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL UPGRADES

WHEREAS, on August 16, 2023, via Minute Order 116522, the Texas Transportation Commission authorized Fiscal Year 2024 Unified Transportation Program (UTP) project (the "Project") to receive Category 10 funds for project MPO 5027 – COL Traffic Signal Upgrades and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the City of Lubbock commits to provide the match. The local match is cash funded.

WHEREAS, the City of Lubbock is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of the City of Lubbock desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE City of Lubbock THAT the Mayor is authorized to enter into an AFA with TxDOT for this Project.

PASSED AND APPROVED by the City Council on the _____ day of _____, 2025.

_____
Mark W. McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____ (Joe Jimenez) for
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

Ccdocs://Res.MPO AFA Signal Upgrades
07.01.25

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-131	AFA ID	Z00011025		CFDA No.	20.205
AFA CSJs	0905-06-131				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name		MPO 5027 – COL Traffic			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
MPO - Traffic Signal Upgrades
Both On-System and Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Lubbock**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Traffic Signal Upgrades throughout The City of Lubbock.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A list of proposed project intersections and a map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-131	AFA ID	Z00011025		CFDA No.	20.205
AFA CSJs	0905-06-131				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name		MPO 5027 – COL Traffic			*AFA Not Used For Research & Development*	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. **Responsible Parties:**
For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government***	Utilities	Article 8
2.	**State***	Environmental Assessment and Mitigation	Article 9
3.	**Local Government***	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. **Period of the Agreement**
This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. **Scope of Work**
The scope of work for the Project consists of traffic signal upgrades with Installation of deep video analytics smart AI traffic platform and accessible pedestrian stations (APS). These traffic signal upgrades will be done at various signalized on/off system intersections, as shown in Table 1, on Attachment A. Smart AI traffic platform will be used to detect, classify, and track pedestrians, bicyclists, and vehicles for real-time and historical uses.

4. **Project Sources and Uses of Funds**
The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.
   A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local

Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to

adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the

legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of

construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for

federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Lubbock ATTN: Division Director of Public Works 1314 Avenue K. Lubbock, TX 79401	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the

U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-131	AFA ID	Z00011025		CFDA No.	20.205
AFA CSJs	0905-06-131				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	MPO 5027 – COL Traffic				*AFA Not Used For Research & Development*	

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-131	AFA ID	Z00011025		CFDA No.	20.205
AFA CSJs	0905-06-131				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name		MPO 5027 – COL Traffic			*AFA Not Used For Research & Development*	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Typed or Printed Name

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Mark McBrayer
Typed or Printed Name

Mayor
Typed or Printed Title

Date

ATTEST:

Signature
Courtney Paz, City Secretary
Typed or Printed Name & Title

Date

APPROVED AS TO CONTENT:

Signature
L. Wood Franklin, Division Director of Public Works
Typed or Printed Name & Title

Date

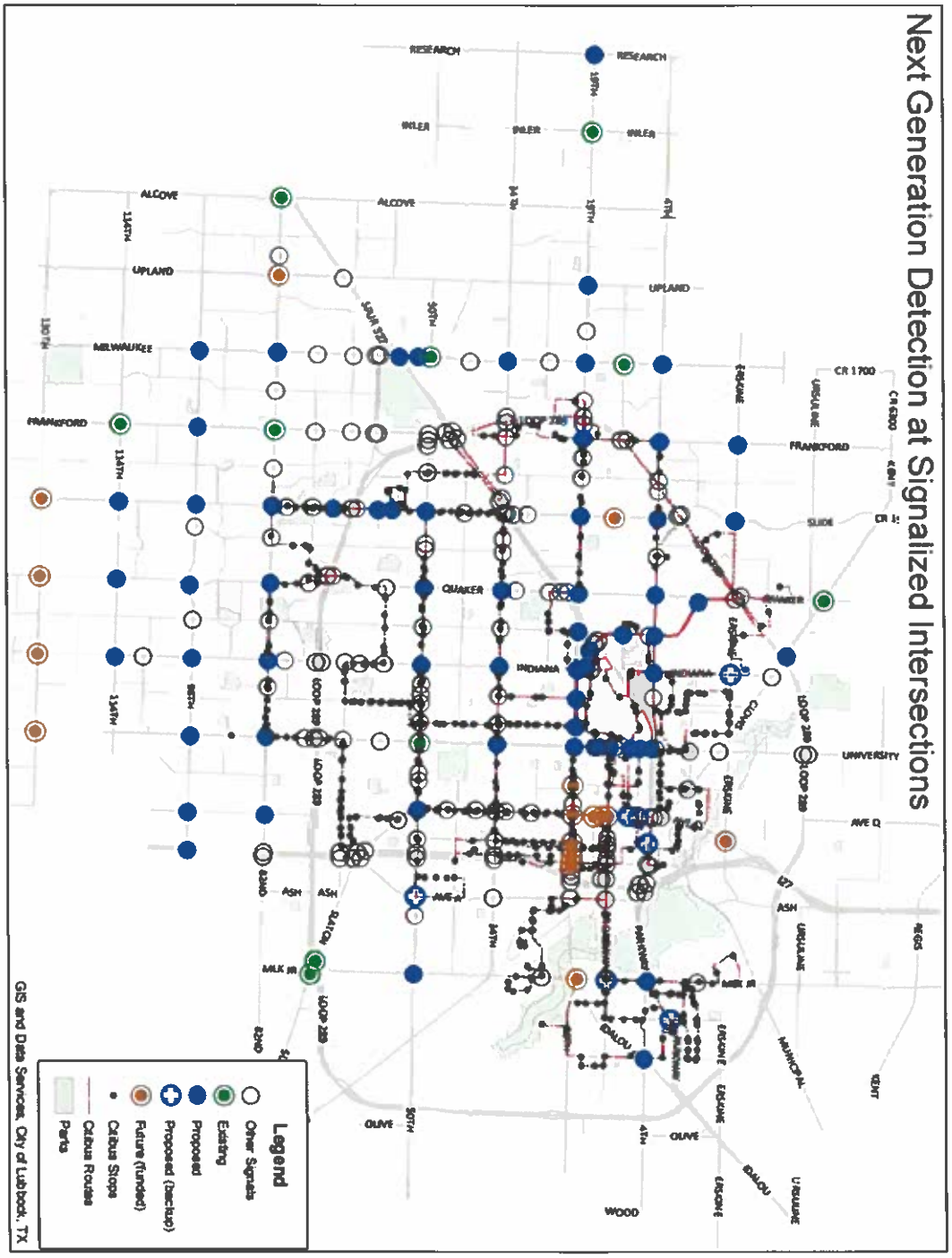
APPROVED AS TO FORM:

Signature
Mitch Satterwhite, First Assistant City Attorney
Typed or Printed Name & Title

Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-131	AFA ID	Z00011025		CFDA No.	20.205
AFA CSJs	0905-06-131				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	MPO 5027 – COL Traffic				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-131	AFA ID	Z00011025		CFDA No.	20.205
AFA CSJs	0905-06-131				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	MPO 5027 – COL Traffic				*AFA Not Used For Research & Development*	

Table 1:

Proposed Project Intersections

Asset No.	E/W Roadway	On/Off System	N/S Roadway	On/Off System
1100	34th St	Off	Indiana Ave	Off
1106	34th St	Off	University Ave	Off
1200	19th St	On	Indiana Ave	Off
1201	Texas Tech Pkwy	Off	Indiana Ave	Off
1202	19th St	On	Flint Ave	Off
1204	19th St	On	Boston Ave	Off
1206	19th St	On	University Ave	Off
1223	15th St	Off	University Ave	Off
1244	Broadway	Off	University Ave	Off
1277	G Goodacre Blvd	Off	University Ave	Off
1300	4th St	On	Indiana Ave	Off
1304	Marsha Sharp Frwy	On	University Ave	Off
1317	Parkway Dr	On	M L King, Jr. Blvd	Off
1318	E 4th St / Idalou Rd	On (E)/Off (W)	Idalou Rd / Guava	On
2200	50th St	Off	Indiana Ave	Off
2211	50th St	Off	Avenue Q	Off
2219	E 50th St	On	M L King, Jr. Blvd	Off
2400	82nd St	Off	Indiana Ave	Off
2405	82nd St	Off	University Ave	Off
2406	82nd St	Off	Avenue P	Off
2500	98th St	Off	Indiana Ave	Off
2506	98th St	Off	University Ave	Off
2508	98th St	Off	US 87	On
2600	114th St	Off	Indiana Ave	Off
3202	50th St	Off	Quaker Ave	Off
3208	50th St	Off	Slide Rd	Off
3212	Canyon West	Off	Milwaukee Ave	Off
3214	57th St	Off	Slide Rd	Off
3217	Marsha Sharp Frwy	On	Milwaukee Ave	Off
3219	60th St	Off	Slide Rd	Off
3307	69th St	Off	Slide Rd	Off
3403	82nd St	Off	Quaker Ave	Off
3407	82nd St	Off	Slide Rd	Off
3415	82nd St	Off	Milwaukee Ave	Off
3503	98th St	Off	Quaker Ave	Off
3515	98th St	Off	Slide Rd	Off
3521	98th St	Off	Frankford Ave	Off
3525	98th St	Off	Milwaukee Ave	Off
3600	114th St	Off	Quaker Ave	Off
3610	114th St	Off	Slide Rd	Off
4103	34th St	Off	Quaker Ave	Off
4112	34th St	Off	Milwaukee Ave	Off
4201	19th St	On	Memphis Ave	Off
4204	19th St	On	Quaker Ave	Off
4207	19th St	On	Slide Rd	Off
4211	19th St	On	Frankford Ave	Off
4214	19th St	On	Milwaukee Ave	Off

Proposed Project Intersections (cont.)

Asset No.	On/Off System	E/W Roadway	On/Off System	N/S Roadway
4216	On	19th St	Off	Upland Ave
4221	On	19th St	Off (S) / On (N)	Research Blvd
4222	Off	Texas Tech Pkwy	Off	Knoxville Ave
4230	Off	10th St	Off	Texas Tech Pkwy
4300	On	4th St	Off	Texas Tech Pkwy
4303	On	4th St	Off	Quaker Ave
4306	On	4th St	Off	Slide Rd
4311	On	4th St	On	Frankford Ave
4314	On	4th St	Off	Milwaukee Ave
4330	Off	Texas Tech Pkwy	Off	Quaker Ave
4402	Off	Erskine St	Off	N Slide Road
4403	Off	Erskine St	On	Frankford Ave
4405	On	Clovis Rd	Off	Landmark Lane

Backup Intersection Locations

Asset No.	On/Off System	E/W Roadway	On/Off System	N/S Roadway
1257	Off	E Broadway	Off	M L King, Jr. Blvd
1281	Off	Mac Davis Lane	On	Avenue Q
1310	On	Marsha Sharp Frwy	Off	Avenue L
1322	On	Parkway Dr	Off	Zenith Ave
1400	Off	Erskine St	Off	Indiana Ave
2216	On	50th St	Off	Avenue A

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-131	AFA ID	Z00011025		CFDA No.	20.205
AFA CSJs	0905-06-131				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	MPO 5027 – COL Traffic				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

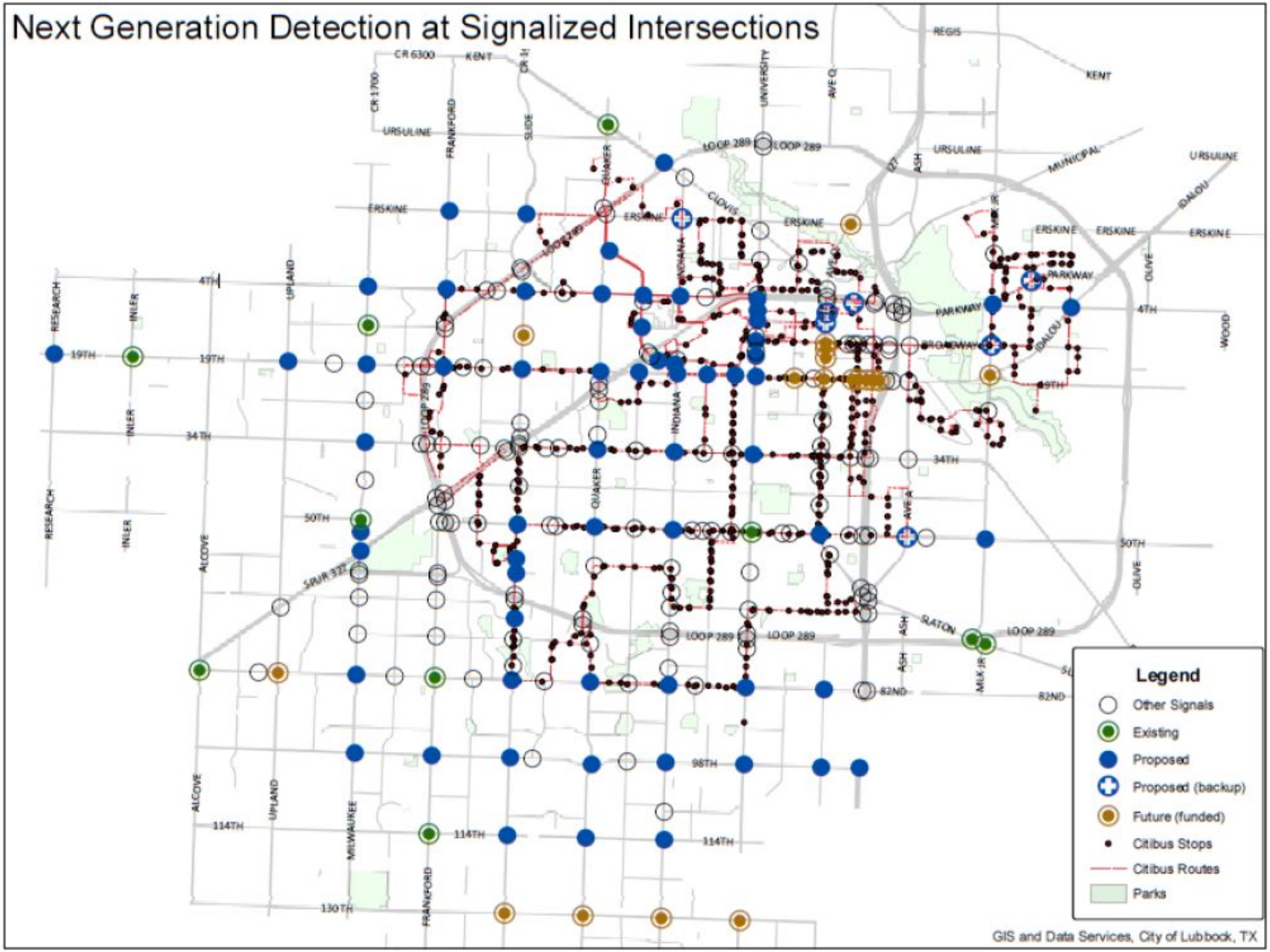
Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$0	0%	$0	0%	$0	0%	$0
Signal Construction (by Local Government)	$1,300,000	80%	$1,040,000	0%	$0	20%	$260,000
Subtotal	$1,300,000		$1,040,000		$0		$260,000
Environmental Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Right of Way Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Engineering Direct State Costs	$6,500	0%	$0	0%	$0	100%	$6,500
Utility Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Construction Direct State Costs	$13,650	0%	$0	0%	$0	100%	$13,650
Indirect State Costs	$1,100	0%	$0	0%	$0	100%	$1,100
TOTAL	$1,321,250		$1,040,000		$0		$281,250

Initial payment by the Local Government to the State: $21,250.00
Payment by the Local Government to the State before construction: $0.00
Estimated total payment by the Local Government to the State $21,250.00. This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-131	AFA ID	Z00011025		CFDA No.	20.205
AFA CSJs	0905-06-131				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	MPO 5024 – COL Traffic				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER


Next Generation Detection at Signalized Intersections
Legend
Other Signals
Existing
Proposed
Proposed (backup)
Future (funded)
Citibus Stops
Citibus Routes
Parks
GIS and Data Services, City of Lubbock, TX

AI# 13589
Regular City Council Meeting 6. 14.
07/22/2025:

Information

Agenda Item

Resolution - Public Works Traffic Operations: Consider a resolution authorizing the Mayor to execute Advanced Funding Agreement No. 0905-06-121, with the Texas Department of Transportation, for traffic signal improvements at the intersection of 13th Street and Slide Road.

Item Summary

This is an Advance Funding Agreement between the Texas Department of Transportation (TxDOT) and the City of Lubbock, for traffic signal improvements at the intersection of 13th Street and Slide Road. The project is funded primarily with Highway Safety Improvement Program (HSIP) funds administered by the Federal Highway Administration (FHWA), under the Highway Planning and Construction Program (CFDA No. 20.205), with a federal contribution of $460,000. A local contribution of approximately $6,900 is required for the City to pay TxDOT to administer the project. In addition, the City is responsible for any project cost overruns.

This project was selected as part of the On-System Program in the Unified Transportation Program (UTP), TxDOT's 10-year planning document that guides the development and funding of transportation projects across Texas. This is a key step for eligibility to receive federal funding, including HSIP (Category 8) funds.

The purpose of this project is to replace existing traffic signals and ramps with upgraded infrastructure at this intersection.

Fiscal Impact

The City share of the Advance Funding Agreement in the amount of $6,900, is funded in Capital Improvements Project 92742 Traffic Signals FY 2021-22 through FY 2025-26.

Staff/Board Recommending

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

Attachments

Resolution
Agreement
Map
Budget Detail
CIP Detail

RESOLUTION AUTHORIZING EXECUTION OF AN
ADVANCE FUNDING AGREEMENT (AFA) WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL
IMPROVEMENTS

WHEREAS, on August 22, 2024, via Minute Order 116752, the Texas Transportation Commission authorized Fiscal Year 2025 Unified Transportation Program (UTP) project (the "Project") to receive Category 8 funds for project Traffic Signal and American with Disabilities Act (ADA) Ramp Upgrades at the intersection of 13th Street and Slide Road, and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the City of Lubbock commits to provide the match. The local match is cash funded.

WHEREAS, the City of Lubbock is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of the City of Lubbock desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE City of Lubbock THAT the Mayor is authorized to enter into an AFA with TxDOT for this Project.

PASSED AND APPROVED by the City Council on the ___ day of _____, 2025.

_____
Mark W. McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____ (Joe Jimenez) for
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

Ccdocs://Res.AFA Traffic Signal Slide & 13
07.01.25

TxDOT:					Federal Highway Administration:	
CCSJ #	0067-07-099	AFA ID	Z00011627		CFDA No.	20.205
AFA CSJs	0905-06-121				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Traffic Signal Improvements				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
UTP – Traffic Signal Improvements
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Lubbock**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **traffic signal improvements.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

TxDOT:					Federal Highway Administration:	
CCSJ #	0067-07-099	AFA ID	Z00011627		CFDA No.	20.205
AFA CSJs	0905-06-121				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Traffic Signal Improvements				*AFA Not Used For Research & Development*	

AGREEMENT

1. Responsible Parties:
For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**State***	Utilities	Article 8
2.	**State**	Environmental Assessment and Mitigation	Article 9
3.	**State**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement
This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work
The scope of work for the Project consists of removal of existing traffic signals and Americans with Disabilities Act (ADA) ramps at the intersection of 13th Street and Slide Road in the City of Lubbock; Followed by the Installation of upgraded traffic signals and ADA ramps at the same intersection as shown on Attachment A.

4. Project Sources and Uses of Funds
The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny

reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the

Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or

additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

TxDOT:					Federal Highway Administration:	
CCSJ #	0067-07-099	AFA ID	Z00011627		CFDA No.	20.205
AFA CSJs	0905-06-121				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name		Traffic Signal Improvements			*AFA Not Used For Research & Development*	

Local Government:	State:
City of Lubbock ATTN: Director of Public Works 1314 Avenue K Lubbock, Tx 79401	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information,

and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the

programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in

this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as

follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

{Signature page follows}

TxDOT:					Federal Highway Administration:	
CCSJ #	0067-07-099	AFA ID	Z00011627		CFDA No.	20.205
AFA CSJs	0905-06-121				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Traffic Signal Improvements				*AFA Not Used For Research & Development*	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Typed or Printed Name

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

ATTEST:

Signature
Courtney Paz, City Secretary
Typed or Printed Name & Title

Date

APPROVED AS TO CONTENT:

Signature
L. Wood Franklin, Division Director of Public Works
Typed or Printed Name & Title

Date

APPROVED AS TO FORM:

Signature
Mitch Satterwhite, First Assistant City Attorney
Typed or Printed Name & Title

Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0067-07-099	AFA ID	Z00011627		CFDA No.	20.205
AFA CSJs	0905-06-121				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Traffic Signal Improvements				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0067-07-099	AFA ID	Z00011627		CFDA No.	20.205
AFA CSJs	0905-06-121				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Traffic Signal Improvements				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

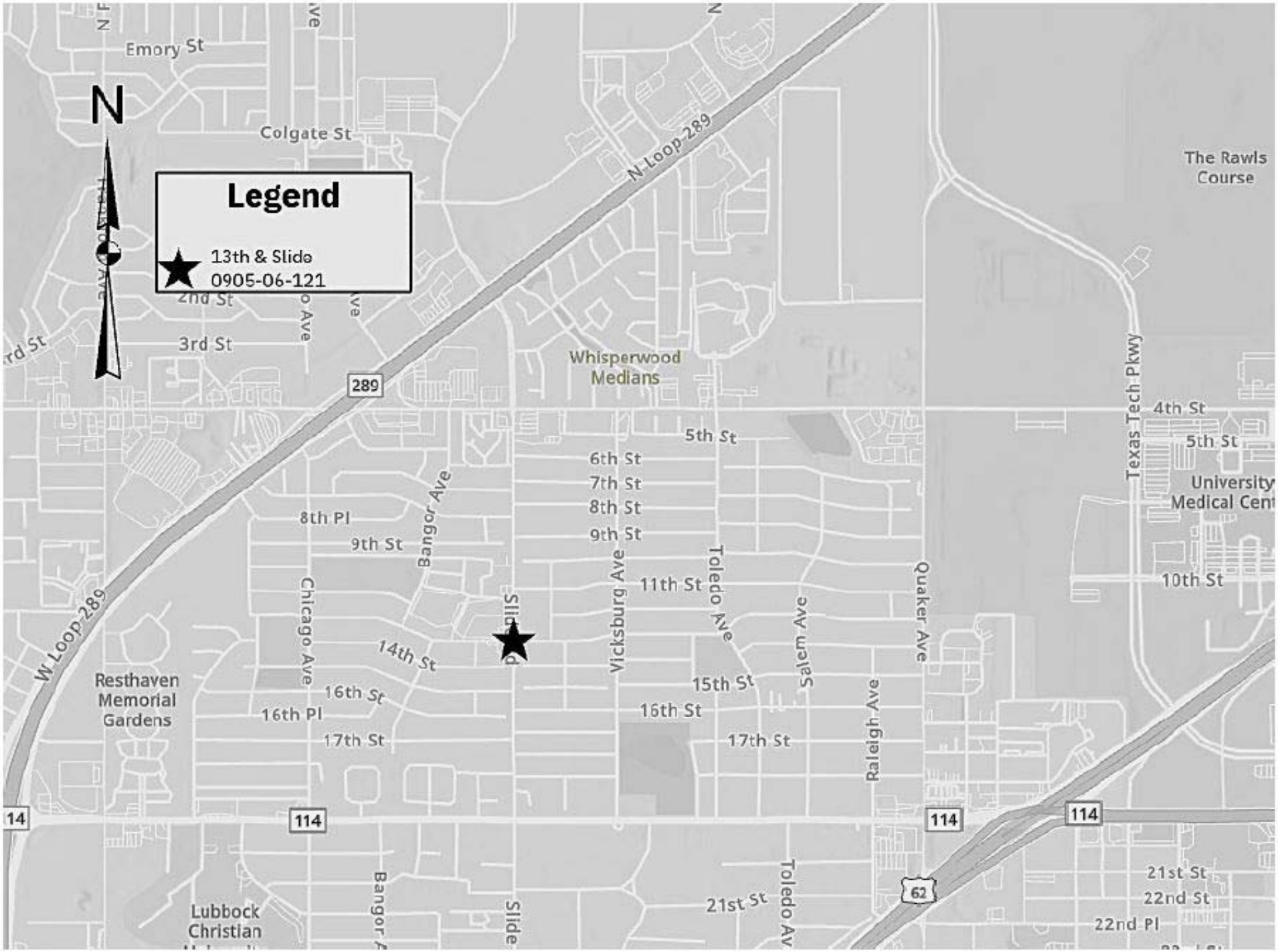
Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (Change Orders & Overruns) (by Local Government)	$0.00	0.00%	$0.00	0.00%	$0	100.00%	$0.00
Construction (by State)	$460,000.00	100.00%	$460,000.00	0.00%	$0	0.00%	$0.00
Subtotal	$460,000.00	100.00%	$460,000.00	0.00%	$0	0.00%	$0.00
Environmental Direct State Costs	$2,300.00	0.00%	$0.00	0.00%	$0	100.00%	$2,300.00
Engineering Direct State Costs	$2,300.00	0.00%	$0.00	0.00%	$0	100.00%	$2,300.00
Construction Direct State Costs	$2,300.00	0.00%	$0.00	0.00%	$0	100.00%	$2,300.00
Indirect State Costs	$365.00	0.00%	$0.00	100.00%	$365	0.00%	$0.00
Subtotal	$7,265.00	100.00%	$0.00	0.00%	$365	100.00%	$6,900.00
TOTAL	**$467,265.00**	**100.00%**	**$460,000.00**	**0.00%**	**$365**	**100.00%**	**$6,900.00**

Payment by the Local Government to the State before construction: $6,900
Estimated total payment by the Local Government to the State $6,900. This is an estimate.
The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	0067-07-099	AFA ID	Z00011627		CFDA No.	20.205
AFA CSJs	0905-06-121				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Traffic Signal Improvements				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER


N
Legend
13th & Slide
0905-06-121
Emory St
Colgate St
N Loop 289
The Rawls Course
2nd St
3rd St
289
Whisperwood Medians
Texas Tech Pkwy
4th St
5th St
University Medical Cent
6th St
7th St
8th St
9th St
8th Pl
Bangor Ave
Chicago Ave
Slide
Vicksburg Ave
Toledo Ave
Salem Ave
Quaker Ave
11th St
10th St
W Loop 289
14th St
15th St
16th St
16th Pl
17th St
Resthaven Memorial Gardens
Raleigh Ave
14
114
62
21st St
22nd St
22nd Pl
Lubbock Christian

City of Lubbock
Capital Project
Project Cost Detail
July 22, 2025

Capital Project Number:	92742
Capital Project Name:	Traffic Signal Upgrades 21-22 25-26

Encumbered/Expended	Budget
66th & Indiana Traffic Signal Rebuild	$ 110,000
11th & Milwaukee Traffic Signal	150,000
82nd & Quincy Traffic Signal	150,000
Flashing School Zone Beacons (15)	140,000
E. 29th & MLK Hybrid Beacon	100,000
Emory & MLK Hybrid Beacon	100,000
Traffic Signal Upgrades	217,196
Wayside Horn Contracts	178,773
Encumbered - New Signal Parts (RRFB, APS, Detection System, Pull Boxes, Rebar Cages, Cabinet, School Zone Beacons, etc.)	58,258
Agenda Item July 22, 2025	
TxDOT Agreement - HSIP (13th & Slide)	6,900
Encumbered/Expended To Date	1,211,127
Estimated Cost for Remaining Appropriation	
Traffic Signal Equipment	152,858
Remaining Appropriation	152,858
Total Appropriation	$ 1,363,985



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

Infrastructure Improvements

Project Manager: David Bragg - Traffic Engineering

Project Scope

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

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Redevelopment
Community Improvement
Growth and Development

Project History

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

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

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

- FY 2020-21 $350,000 was appropriated by Ord. 2021-O0126
- FY 2021-22 $20,235 was appropriated by BCR# 2022-13
- FY 2022-23 $400,000 was appropriated by Ord. 2022-O0136
- FY 2023-24 $225,000 was appropriated by Ord. 2023-O0108
- FY 2024-25 $450,000 was appropriated by Ord. 2024-O0128
- FY 2024-25 $200,000 was appropriated by BCR# 2025-3

Project Dates

Project Start Date - Construction: 10/1/2021
Project End Date - Construction: 9/30/2029

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$1,645,235	$450,000	$450,000	$450,000	$450,000	$450,000	$0
TOTAL	**$1,645,235**	**$450,000**	**$450,000**	**$450,000**	**$450,000**	**$450,000**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
General Fund Cash	$1,645,235	$450,000	$450,000	$450,000	$450,000	$450,000	$0
TOTAL	**$1,645,235**	**$450,000**	**$450,000**	**$450,000**	**$450,000**	**$450,000**	**$0**

Operating Budget Impacts

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

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AI# 13433
Regular City Council Meeting 6. 15.
07/22/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution calling for a public hearing to receive public comment on the formation of a Public Improvement District in the Highland Oaks Development area, which covers a portion of an area in Lubbock, Texas, generally bounded by 146th Street to the north, Slide Road to the east, Woodrow Road to the south, and Frankford Avenue to the west.

Item Summary

On September 24, 2024, the City Council approved Resolution 2024-R0456, which determined that the petition for creation of the Highland Oaks Public Improvement District (PID) met the statutory requirements, accepted the PID petition, and set a public hearing to consider PID creation for October 22, 2024.

On October 22, 2024, the City Council held a public hearing to receive comments related to the creation of the Highland Oaks PID.

Per the statutory requirements related to creation of Public Improvement Districts, a PID must be created within 6 months of the Public Hearing date, or the Public Hearing must be held again.

Due to delays in the annexation process, the PID was not created within this 6-month requirement. The resolution being considered today will call for a new Public Hearing for August 26, 2025, to receive comments on the creation of the Highland Oaks PID.

If the City Council approves this resolution, a Notice of Public Hearing will be published in the Lubbock Avalanche Journal, and notices will be mailed to the property owners before the 15th day, before the Public Hearing, as required by the statute.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director

Attachments

Resolution - Public Hearing for Highland Oaks

RESOLUTION

WHEREAS, on September 4, 2024 the City Council of the City of Lubbock ("City Council") passed Resolution No. 2024-R0456 in which City Council determined the petition for a public improvement district ("PID") for the neighborhood of Highland Oaks met the statutory requirements, accepted the PID petition, and now set a public hearing to consider the PID creation for August 26, 2025.

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

SECTION 1. A public hearing is hereby scheduled at 2:00 PM, August 26, 2025, in the City Council Chambers, 1314 Avenue K, Lubbock, Texas, to receive public comment on the formation of a public improvement district for the area depicted and described in "Exhibit 1."

SECTION 2. Notice of said hearing shall be published in a newspaper of general circulation in the City before the fifteenth (15th) day prior to the hearing.

SECTION 3: Written notice shall be mailed to each property owner, as reflected on the tax rolls, of the property subject to assessment under the proposed public improvement district, before the fifteenth (15th) day prior to the date set for the hearing.

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:

Matt Wade, City Attorney

ccdocsII/RES.Highland Oaks PID public hearing
July 22, 2025

AI# 13608
Regular City Council Meeting 6. 16.
07/22/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 18618, with Pland Collaborative, for an Irrigation Improvement Plan in the North Overton Tax Increment Financing District boundary.

Item Summary

On May 13, 2025, the City Council approved 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. The contract was for a term of 3 months, with an optional one-month extension.

Following the kick-off meeting with the Contractor, it was determined that they would need additional time to complete the items in the Scope of Services. Amendment No. 1 will extend the term an additional 6 months, with no change to the total cost.

This project is funded in the North Overton TIF District Fund.

Fiscal Impact

Amendment No. 1 has no fiscal impact on the General Fund.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Director of Business Development

Attachments

Resolution
Amendment 1
Original Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the professional services agreement Contract No. 18618 for the North Overton Tax Increment Finance Zone irrigation improvement plan by and between the City of Lubbock and Pland Collaborative, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #1 18618 NOTF irrigation Pland Collab
6.26.25

Amendment 1
To Agreement Between
The City of Lubbock, TX
and
Pland Collaborative

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 13th day of May, 2025, Contract No. 18618, by and between the City of Lubbock ("City") and Pland Collaborative ("Architect").

The Architect is providing services for the North Overton Tax Increment Finance District irrigation improvement plan (the "Activities").

The City and Architect now agree to this Amendment to extend the term of the Agreement for the Architect to complete the Activities.

WITNESSETH:

The City and Architect agree to extend the term of the Agreement for an additional six (6) months.

All other portions of the original Agreement shall remain in place and are not altered by this Amendment.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____2025.

CITY OF LUBBOCK

_____
MARK MCBRAYER, Mayor

Pland Collaborative

_____
Jeff Stuart

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Director of Business Development

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Resolution No. 2025-R0225
Item No. 6.22
May 13, 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, 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 May 13, 2025.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 18618 Pland NOTIF irrigation
4.25.25

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18618 is entered into this 13th day of May, 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.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone:806-775-3082
Email:bbrown@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the 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@plandcollab.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 (*approx. 110 hours*)	$ 11,430.00
2.	Analysis and Recommendations (*approx. 85 hours*)	$ 8,975.00
3.	Schematic Design of Preferred Option (*approx. 90 hours*)	$ 9,400.00
4.	95% Construction Documents (*approx. 185 hours*)	$ 18,700.00
5.	Final Sealed Plans (approx. 45 hours)	$ 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.

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:

_____ _____

City of Lubbock Date

AI# 13576
Regular City Council Meeting 6. 17.
07/22/2025:

Information

Agenda Item

Resolution - Human Resources: Consider a resolution authorizing the Mayor to execute Contract 18796, with Morris & McDaniel, Inc., for the development and administration of Police Entry-Level Exams.

Item Summary

The City of Lubbock issued a Request For Proposal (RFP), seeking a qualified vendor to provide the development and administration of Police Entry-Level Exams, in compliance with Chapter 143 of the Texas Local Government Code and the City of Lubbock Civil Service Commission Rules. The purpose is to establish a legally defensible and professionally validated testing process.

The RFP was advertised publicly, and in response to RFP 2025-18796-MA, two proposals were received by the submission deadline.

A selection committee comprising representatives from the Human Resources Civil Service Team and the Police Department, conducted evaluations based on the following criteria.

Vendor’s Qualifications and Experience - 25 Points
Technical Approach and Methodology - 25 Points
Cost Proposal and Value - 20 Points
Compliance with Requirements and Testing Standards - 20 Points
Implementation and Support Plan - 10 Points

Based on the criteria, the Evaluation Committee provided the following ranking.

Vendors	Points
Morris & McDaniel, Inc., Alexandria, Virginia	76.00
National Testing Network, Lynnwood, Washington	73.00

Staff recommends awarding the contract to the highest-ranked proposer, Morris & McDaniel, Inc., for $50,000, which is the estimated annual cost for the development and administration of Police Entry-Level Exams.

The term of the contract is a one-year initial term, with 4 renewal options.

Fiscal Impact

Contract 18796, with Morris & McDaniel, Inc., for $12,037.50 annually, is funded in the Police Administration Operating Budget, Account 5735.8302.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Elizabeth Lara, Director of Human Resources and Civil Services

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Attachments

Resolution - Contract 18796
Contract 18796 - Police Entrance Exams
18796 - Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract 18796, for Police Entrance Examinations, by and between the City of Lubbock and Morris & McDaniel, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Morris & McDaniel, Inc.
July 9, 2025

Contract 18796

City of Lubbock, TX
Police Entrance Examinations

Agreement

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2025** ("Effective Date") by and between Morris & McDaniel, Inc. (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals Police Entrance Examinations, 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 Police Entrance Examinations upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best & Final Offer
4. Exhibit C – Insurance Requirements

Scope of Work

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

Article 1

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

1.2 Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate. Further, if the Contractor can provide

documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period. If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

1.3 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

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

1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

2.13 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

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

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

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

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

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

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

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

2.20 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

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Exhibit A

RFP-25-18796-MA
Police Entrance Examinations

GENERAL REQUIREMENTS

1. INTRODUCTION

a) The City of Lubbock (hereinafter referred to as "City") is seeking proposals from qualified firms and individuals (hereinafter referred to as "Proposer") for the development, administration, and scoring of police entrance examinations. The purpose of this RFP is to identify a vendor capable of delivering fair, consistent, and legally defensible entry-level examinations that align with the City's hiring goals and comply with local, state, and federal regulations.
b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.
c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2. SCOPE OF WORK

These examinations are critical for hiring qualified individuals for service police entry-level positions. The selected vendor will be responsible for developing, administering, and supporting written examinations in accordance with Section 143 of the Texas Local Government Code.

1. Exam Development

1. Create exam content tailored to the competencies and skills required for entry-level positions in the police service.
2. Ensure that exams are job-related and compliant with the Uniform Guidelines on Employee Selection Procedures (UGESP) https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-3.
3. Maintain and review technical information, providing camera-ready originals for test booklet printing.
4. Provide all necessary test materials such as test booklets, answer sheets, administration guides, and administration scripts.
5. Compliance and Consultation:
    a) Ensure all examinations comply with Section 143 of the Texas Local Government Code.
    b) Provide consultation services to address and respond to any protests or challenges post-examination.
    c) Provide job analysis and validation studies to support local use of the examinations.

d) Offer testimony regarding the test theory, design, process, and grading before any administrative or judicial body if required.

e) Assist in exercise administration, assessor documentation, and data analysis.

2. Exam Administration

1) Provide options for in-person and online test delivery.

2) Ensure secure and accessible test environments, if applicable.

3) Offer secure proctoring solutions (in-person or secure remote).

4) Distribute study guides and test preparation materials.

5) Vendor Qualifications:

i) Demonstrate specialization in the development and administration of content-valid civil service examinations.

ii) Submit bio-statements outlining the qualifications and prior experience of the consultants who will develop the examinations.

3. Scoring and Reporting

1) Deliver accurate and timely scoring.

2) Provide detailed scoring reports with breakdowns by section.

3) Offer guidance on interpreting results to support hiring decisions.

4) Scoring and Analysis:

a) Administer and electronically score the examinations, including electronic scanning of answer sheets.

b) Utilize stand-alone scantron machines for exam scoring.

c) Generate detailed scoring reports listing candidate demographics, scores, and pass/fail status.

d) Conduct adverse impact analyses and transportability analyses to ensure the validity of testing products.

e) Train test scoring specialists to ensure accurate and efficient scoring processes.

4. Compliance and Documentation

1)Ensure all exam materials meet ADA standards for accessibility.

2)Maintain and provide documentation for records retention in compliance with the City's policies.

3)Offer legal defensibility documentation if exams are challenged.

Proposal Requirements

1. Vendor Qualifications

1) Brief history of the company and relevant experience.

2) Examples of previous similar projects.

3) References from past clients.

2. Technical Proposal

1) Description of the proposed approach to exam development, administration, and scoring.

2) Details on security measures and data protection.

3) Accessibility and inclusive considerations.

3. Cost Proposal

1) Detailed breakdown of costs, including development, administration, scoring, and support services.

2) Any additional fees or optional services.

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:

Elizabeth Lara, Director of HR and Civil Service

APPROVED AS TO FORM

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY: David M. Morris

Authorized Representative

David M. Morris, President

Print Name/Title

Exhibit B

Morris & McDaniel

Management Consultants

117 South Saint Asaph Street
Alexandria, VA 22314
Telephone: 703-836-3600
Fax: 703-836-4280
www.morrisandmcdaniel.com

To the City of Lubbock Evaluation Committee:

Re: RFP 25-18796-MA Police Entrance Examinations
Best and Final Offer

Pursuant to request, we are pleased to submit the following as our best and final offer to provide the required services as contained in the referenced RFP:

Line Item	Original Price	BAF Price
#1-1	$ 10,000.00	$ 9,000.00
#1-2	$ 3,075.00	$ 2,767.50
#1-3	$ 300.00	$ 270.00
#1-4	$ -	$ -
Total	$ 13,375.00	$ 12,037.50

Respectfully submitted with an effective date of June 25, 2025.

Morris & McDaniel, Inc.

David M. Morris

By David M. Morris, President

Exhibit C

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). Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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

- 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
1314Avenue K, 9th Floor
Lubbock, Texas 79401

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

Purchasing and Contract Management
Publication and Solicitation Summary

RFP-2025-18796
Police Entrance Examinations

- A public notice was published in the Lubbock Avalanche-Journal on May 2 and May 9, 2025.
- The notice was also posted on the Purchasing Department's website under "Bid Opportunities."
- It was published on the State of Texas Electronic State Business Daily.
- The solicitation was listed on Bonfire.com from May 2 through May 22, 2025.
- A total of 17 vendors downloaded the documents via Bonfire.com.
- An additional 8 vendors were notified directly.
- Two vendors submitted formal proposals.

AI# 13578
Regular City Council Meeting 6. 18.
07/22/2025:

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Contract 18937, with Delta Specialty Contractors, LLC, for the replacement of the north section of the perimeter fencing at the City of Lubbock Cemetery.

Item Summary

Capital Improvement Project 92775- Cemetery Perimeter Fence Replacement was established to replace portions of the Lubbock Cemetery fencing. Multiple sections of the cemetery fencing have been replaced recently, and this contract finishes the capital project along the north side of the cemetery grounds.

Competitive bids were solicited through an Invitation to Bid (ITB).

In response to ITB 25-18937-SR, bids were received and opened from 9 vendors on June 18, 2025. The bids received are as follows.

Contractor	Bid Total
Delta Specialty Contractors, LLC, West Monroe, Louisiana	$92,046.00
Swift Corporation, LLC, Round Rock, Texas	$99,074.89
Alice Lawn Care, Orange Grove, Texas	$105,225.00
Assembly Construction, Inc., Lubbock, Texas	$112,297.50
Barrier Fence, LLC, Round Rock, Texas	$113,248.00
Claw Contractors, LLC, Seymour, Texas	$117,000.00
Diamond Iron, LLC, Glendale, Arizona	$131,063.00
Izy Global Services, LLC, Fort Worth, Texas	$137,865.00
Our Legacy Construction, LLC, Wolfforth, Texas	$174,300.00

Staff recommends awarding the contract to the lowest bidder, Delta Specialty Contractors, LLC of West Monroe, Louisiana, for $92,046, for the replacement of the north fence of the cemetery grounds..

The contract will be for a term of 180 consecutive calendar days to substantial completion, and 210 consecutive calendar days to final completion. Liquidated damages are $25 per consecutive calendar day to substantial completion, and $25 per consecutive

calendar day to final completion.

Fiscal Impact

Contract 18937 for $92,046, is funded in Capital Improvement Project 92775 – Cemetery Perimeter Fence Replacement.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Colby VanGundy, Parks and Recreation Director

Attachments

Resolution
Contract
Bid Tab
Project Summary Sheet
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. 18937 for Chain Link Fence Replacement at the City of Lubbock Cemetery, as per ITB 25-18937-SR, by and between the City of Lubbock and Delta Specialty Contractors, 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:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.Service Contract No. 18937 Delta Specialty Contractors, Inc.
7.10.25

City of Lubbock Contract for
ITB 25-18937 SR
Chain Link Fence Replacement

THIS CONTRACT made and entered into this ___ day of _____, **2025**, by and between the City of Lubbock ("City"), and Delta Specialty Contractors, Inc., ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Chain Link Fence Replacement** 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 **Chain Link Fence Replacement.**

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, **Chain Link Fence Replacement,** and more specifically referred to as **Items 0-1 through 0-3** 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. Upon receipt of the notice to proceed and commencement of work, the contract shall be for a term of 180 consecutive calendar days to achieve substantial completion, and 210 consecutive calendar days to achieve final completion. Liquidated damages shall be assessed at a rate of $25 per consecutive calendar day beyond the substantial completion date, and $25 per consecutive calendar day beyond the final completion date.

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. 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.

7. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services.

8. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements

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

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automobile Liability Requirements: $1M/occurrence is needed

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

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
* Waivers of Subrogation are required for CGL, AL, and WC.
* To Include Products of Completed Operations endorsement.
* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.
* Carriers must meet an A.M. Best rating of A- or better.
* Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

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

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

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City.

14. 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.

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

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 un

    less 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.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. 25-18937-SR, 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:

_____
Ben Perry, Assistant Director of Parks & Recreation

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

CONTRACTOR

BY _____
Authorized Representative

Derek Collins
Print Name

203 Mane Street
Address

West Monroe, LA 71292
City, State, Zip Code

City of Lubbock, TX
ITB 25-18937-SR
Chain-Link Fence Replacement

Specifications

Intent:

The City of Lubbock is seeking bids for a Chain-Link Fence Replacement project at the City of Lubbock Cemetery. The project location, scope of work and map are outlined below:

Location:

City of Lubbock Cemetery, 2011 E. 31st Street, Lubbock, Texas 79404

Scope of Work:

Fence Replacement:

Full replacement of approximately 8,130 feet of chain-link fence with barbed wire running along the north and south sides of the Cemetery. See Exhibit A for aerial views and more details.

The contractor is responsible for:

- Removal and disposal of the existing chain-link fence, barbed wire and supporting posts/ hardware including, but not limited to, all line posts, terminal posts, tension bars, top rails, caps and concrete.
- Clearing and disposal of any brush, debris and/or limbs along, or interfering with, the fence line.
- Coordinating a roll-off dumpster(s), if needed.
- Installation of all new chain-link fences, barbed wire and supporting posts/hardware including, but not limited to, all line posts, terminal posts, tension bars, top rails, caps and concrete.
    - Chain-Link Fence Specifications: 9-guage, 6 feet tall, with barbed wire to match recently replaced fence on west and east sides of Cemetery.

The fence and gate shall be constructed with a focus on durability and strength, specifically designed to withstand strong winds and gusts. It is crucial to ensure that the materials and construction methods used are robust enough to provide resilience against adverse weather conditions ensuring longevity and effectiveness.

No electrical work is necessary for this project.

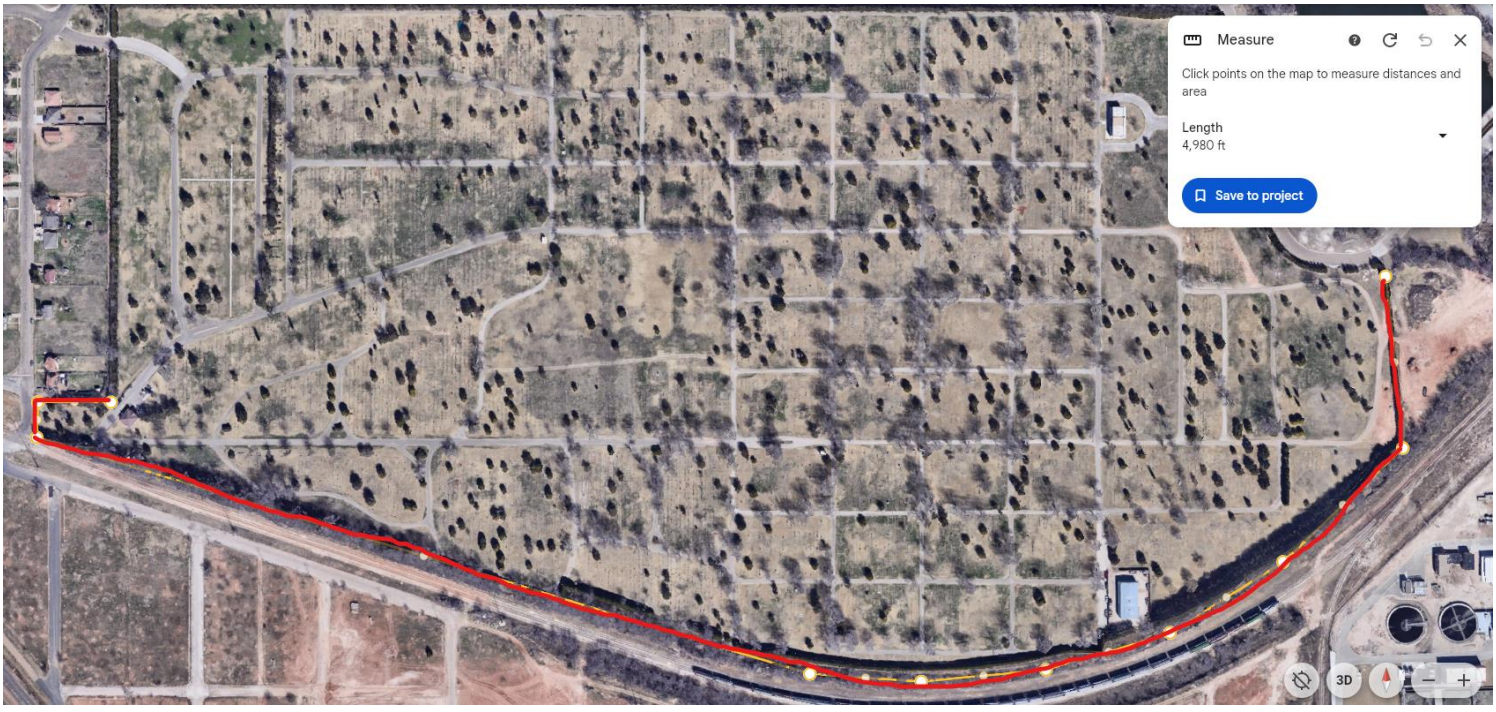
The City requests three (3) separate bids. One for the north fence, one for the south fence, and one for replacing both the north and south side fences as one project.

EXHIBIT A

North Side Fence – Approximately 3,150ft



South Side Fence – Approximately 4,980ft



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?

ITB 25-18937SR Chain Link Fence Replacement
Bid Form

Bid/No Bid Decision	#	Item	Quantity Required	UOM	LUMP SUM
Bid	#0-1	**North Side Fence Replacement (cost to replace the north fence ONLY)**	1	Lump Sum	$ 92,046.00

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_____ 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. 1 Date 6.4.2025
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 Delta Specialty Contractors, LLC a corporation organized under the laws of the State of Louisiana, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Tax ID No.: 20-8843974

Address: 203 Mane Street

City: West Monroe State: LA Zip: 71292

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

Please complete the information below.

By _____ Date: 6·13·2025

Authorized Representative - must sign by hand

Officer Name and Title: Derek Collins

Business Telephone Number (318) 816-2601 FAX: _____

E-mail Address: dcollins@deltaspecialtycontractors.com

City of Lubbock
ITB 25-18937-SR
Chain-Link Fence Replacement
Bid Tabulation

				Alice Lawn Care		Assembly Construction, Inc.		Barrier Fence, LLC		Claw Contractors, LLC		Delta Specialty Contractors, LLC		Diamond Iron, LLC		Izy Global Services, LLC		Our Legacy Construction		Swift Corporation	
			Location	Alice, TX		Lubbock, TX		Round Rock, TX		Seymour, TX		West Monroe, LA		Gendale, AZ		Ft. Worth, TX		Wolfforth, TX		Round Rock, TX	
			Total	$105,225.00		$112,298.50		$113,248.00		$117,000.00		$92,046.00		$131,063.00		$137,865.00		$174,300.00		$99,074.89	
#	Item Description	Quantity Required	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1																					
#0-1	North Side Fence Replacement		Lump Sum	$105,225	$105,225.00	$112,298	$112,297.50	$113,248	$113,248.00	$117,000	$117,000.00	$92,046	$92,046.00	$131,063	$131,063.00	$137,865	$137,865.00	$174,300	$174,300.00	$99,074.89	$99,074.89

Purchasing and Contract Management

Publication and Solicitation Summary

ITB 25-18937- SR - Chain Link Fence Replacement

- A public notice was published in the *Lubbock Avalanche-Journal* on June 1 and June 8, 2025.
- The notice was also posted on the Purchasing Department's website under "Bid Opportunities."
- It was published on the State of Texas Electronic State Business Daily.
- The solicitation was listed on Bonfire.com from June 1 through June 24, 2025.
- A total of 55 vendors downloaded the documents via Bonfire.com..
- An additional 64 vendors were notified directly.
- Nine (9) vendors submitted formal bids.

City of Lubbock, TX
Capital Project
Project Cost Detail
July 22, 2025

Capital Project Number:	92870
Capital Project Name:	Street Maintenance Program 2025

	Budget
Encumbered/Expended	
Raider Fence	$ 19,496
Anderson Fence Company	2,618
Claw Contractors, LLC	73,700
Professional Services	1,708
Pro-Tech Painting & Drywall	3,300
Advertising	508
Agenda Item July 22, 2025	
Contract 18937 Perimeter Fence Replacement	92,046
Encumbered/Expended To Date	193,376
Estimated Cost for Remaining Appropriation	
Street Maintenance	130,115
Remaining Appropriation	130,115
Total Appropriation	$ 323,491

CIP 92775 Cemetery Perimeter Fencing

Infrastructure Improvements

Project Manager: Ben Perry - Parks and Recreation

Project Scope

The project includes the demolition and replacement of all perimeter fencing at the City of Lubbock Cemetery. Details include: Chain-link fence, industrial, galvanized steel, 3 strand barbed wire, 2" posts, 9-gauge wire, 6' high, schedule 40. All hardware and concrete are included.

Project Justification

The existing perimeter fencing shows signs of significant deterioration and needs replacement. This project includes funding to demolish the existing fencing and install new fencing.

Project Highlights

Council Priorities Addressed:
Community Improvement - This project will improve the Cemetery's aesthetics as well as ensure the premises is fully secured.

Project History

- FY 2022-23 $323,491 was appropriated by Ord. 2022-O0136

Project Dates

Fencing Replacement (East Side)
Bid Date: Jun 1, 2023
Bid Award Date: Jul 1, 2023
Project Start Date: Aug 1, 2023
Project End Date: Aug 12, 2023

Fencing Replacement (West Side)
Bid Date: Jul 15, 2024
Bid Award Date: Aug 15, 2024
Project Start Date: Sep, 24, 2024
Project End Date: Oct 3, 2024

Fencing Replacement (North and South Sides)
June-August 2025

Project Location

Lubbock Cemetery 2011 E 31st St. Lubbock, TX 79404

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$323,491	$0	$0	$0	$0	$0	$0
TOTAL	**$323,491**	**$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
Cemetery Fund Prior Year Cash	$323,491	$0	$0	$0	$0	$0	$0
TOTAL	**$323,491**	**$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**

AI# 13586
Regular City Council Meeting 6. 19.
07/22/2025:

Information

Agenda Item

Resolution - Civic Centers: Consider a resolution approving the recommendation from the Cultural Arts Grant Review Sub-Committee and the Civic Lubbock, Inc. Board of Directors, for the 2025 Cultural Arts Grant Program, using Hotel Occupancy Tax funds collected at the end of Fiscal Year 2023-24.

Item Summary

Civic Lubbock Inc. (CLI) is a 501(c)(3) established in 1956. Their mission is to foster and promote cultural, educational, and entertainment activities to include the visual and performing arts, for the citizens of Lubbock and the surrounding communities. CLI and the City of Lubbock continued their 69-year partnership by entering into a license agreement in July 2023, which defines the relationship between the City and CLI. The Lubbock City Council is responsible for appointing the CLI Board of Directors.

As part of this license agreement, CLI administers an allocation of the Hotel Occupancy Tax that is used to underwrite local visual and performing arts programs. The Cultural Arts Grant Program (CAGP) is funded through a portion of the Hotel Occupancy Tax allocation. Those funds are used in making grant awards to locally established non-profit organizations, for the encouragement, advancement, improvement, and application of the arts, and the promotion of tourism in the Lubbock community.

The Civic Lubbock Inc. Board of Directors approved the Revised Cultural Arts Grant Guidelines at their March 12, 2025 Board Meeting. The revisions were primarily in the Eligibility, Funding Policy, and Assurances sections of the guidelines. The revised guidelines, with changes in red, are included in the attachments.

Mandatory Grant Workshops were held on April 28, 2025, and May 1, 2025, for all applicants wishing to apply for a Cultural Arts Grant. Thirty (30) applications were received by the May 30, 2025 deadline. The CAGP Review Committee and the CLI Board recommended full or partial funding for all 30 applicants.

The total allocation paid to CLI for the 2025 programs was $556,593, which represents 5.92120% of the hotel/motel tax collected at the end of FY 2023-24. Of that allocation, the following amounts totaling $97,259.30 have been deducted:

$55,659.30 (10%) for the Public Art Program;
$16,600.00 for the 2025 Airport Arts Program; and
$25,000.00 for the 2026 4th on Broadway Celebration.

The remaining amount of $459,333.70 is available for the 2025 Cultural Arts Grant Program.

In addition, interest and unused grant funds of $56,094.82 from prior years and the current year, provide a total of $515,428.52 available for this annual cycle of Cultural Arts grants. CLI absorbs the administrative expenses involved in administering the program, so the entire amount available for the 2025 CAGP is $515,428.52.

As a side note, in addition to the $25,000 deducted from the HOT funds mentioned above for the 2026 4th on Broadway Celebration, CLI has approved $25,000 of their own funds to provide seed money for the 4th on Broadway Celebration in 2026.

The CLI Board of Directors approved the grant award recommendations at their Board Meeting on June 25, 2025. These recommendations are now being presented to the City Council for approval.

The CLI Board of Directors is requesting City Council approval of $515,482.00 in grant awards, for the 2025 Cultural Arts Grant Program.

All applicants recommended for grant awards are in good standing with the City of Lubbock and Civic Lubbock Inc. All applicants, in signing their grant application, have made assurances that they, and any partnering organizations, will abide by the 2025 Guidelines and Procedures.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Lisa Thomason, Civic Center Director
Cultural Arts Grant Review Sub-Committee
Civic Lubbock Inc. Board of Directors

Attachments

Resolution
Revised Grant Guidelines
Grant Award Recommendation

Individual Grant Details
Grant Program Timeline

RESOLUTION

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

THAT the City Council hereby approves the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the 2025 Cultural Arts Grant Program using Hotel Occupancy Tax funds collected at the end of FY 2023-2024.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.Adoption – CAG Program-FY 2023-2024
6.20.25

City of Lubbock
&
Civic Lubbock, Inc.

Cultural Arts Grant Program

Guidelines and Procedures
2025

INTRODUCTION

The City of Lubbock Cultural Arts Grant Program, as administered by Civic Lubbock, Inc., provides established Lubbock-based non-profit organizations with financial support for projects that promote tourism and the arts and humanities in Lubbock. This is done in an effort to contribute to Lubbock's growing reputation as a regional cultural and entertainment center.

Funding for the Cultural Arts Grant Program comes from Hotel Occupancy Tax (HOT). Hotel Occupancy Tax is collected from local hotels, motels, and bed and breakfast inns. The revenues from Hotel Occupancy Tax can only be used for certain expenditures as outlined by law of the State of Texas. Therefore, in order to receive funding from the Cultural Arts Grant Program each project must show that it:

1. Directly promotes tourism and the convention and hotel industry, and

2. Involves the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

3. Is advertised and open to the general public.

Civic Lubbock, Inc. accepts Cultural Arts Grant Program Applications from groups meeting the above criteria and wishing to receive HOT funds. Priority in funding will be given to those events that demonstrate the ability to generate overnight visitors to Lubbock. Civic Lubbock, Inc. also encourages all event organizers to patronize Lubbock businesses for food, supplies, materials, printing, and other services that add to the local economy.

ELIGIBILITY

1. An applicant must be a Lubbock-based non-profit, tax-exempt organization holding letters of confirmation from the Internal Revenue Service.
2. An applicant must have been chartered and actively pursuing its goals for at least one year prior to application.
3. The proposed project must directly promote tourism and the convention and hotel industry **and** promote the arts and humanities.
4. Project must be open to the general public. (No restricted audience projects)
5. Project must take place within the city limits of Lubbock, Texas.
6. The project must fall within the 12-month grant cycle beginning on September 1st, following the June 1st grant application deadline, and ending August 31st of the following year or as amended (as described in section titled AMENDMENTS TO APPROVED PROJECT PROPOSALS)
7. Applicants must be in good standing with the City of Lubbock and Civic Lubbock, Inc. at the time applications are considered. To be considered in good standing, organizations must not be past due in monies due in connection with the use of any city-owned facilities or property.

FUNDING POLICIES

Ineligible Requests

The Grant Program will not fund the following:

- Elimination of accumulated debt
- Any travel expenses
- Personnel expense normally associated with general operations of the organization
- Operating/overhead expenses normally associated with general operations of the organization
- Fundraising events or activities
- Projects already funded or completed
- Receptions, social functions, galas, or parties
- Capital improvements, renovations, construction, structural maintenance of facilities or purchase of real property
- Any political activities, including but not limited to, promoting or advocating for or against a particular political position, candidate or party
- Projects, productions, workshops and/or programs that include obscene materials as defined in Section 43.21- 43.28 Penal Code of Texas

Funding Period

Applications will be accepted once a year. Applications for the 2025 Cultural Arts Grant Program will be accepted on or before the following date:

June 1, 2025 For projects taking place between September 1, 2025 and August 31, 2026

Note: Should June 1st fall on a Saturday or Sunday in any given year, applications will be due on the preceding Friday.

Matching Funds

1. Applicants must match all funds one-for-one (1:1) provided by the grant. Matching funds may be cash or in-kind contributions, with the in-kind **NOT** exceeding 25% of the total match and/or grant award. *In all instances, the grant program encourages a cash match.*

2. In-kind match may include any services or supplies for which the applicant would normally pay, but which are being contributed free of charge. Only true donations of time, supplies, and services may be allowed as an in-kind match. For those individuals who regularly donate their time and services to the applicant organization, the project budget should include only those contributions that pertain directly to the project. In-kind value of volunteer services must be calculated at the minimum per-hour wage.

Dispersal of Funds

1. Sixty percent (60%) of the grant award will be scheduled for payment no later than September 15 following the June 1 application deadline. The remaining forty percent (40%) will be paid upon approval of the applicant's Evaluation Report Form (ERF) and other required documentation. The ERF form will be provided by Civic Lubbock, Inc. and must be completed and returned within sixty (60) days of the project ending date. Failure to submit the ERF in the designated timeframe could result in forfeiture of the remaining forty percent (40%) of the grant award. Organizations must be in good standing with the City of Lubbock and/or Civic Lubbock, Inc. at the time the above payments are due. To be considered in good standing, the organization must not be past due in monies due to the City of Lubbock and/or Civic Lubbock, Inc. in connection with the use of any city-owned facilities or property. Should an organization not be in good standing at the time the above payments are due, the organization will not receive such payments until good standing is re-established.

WORKSHOP AND PRE-APPLICATION REVIEW

A Grant Workshop covering the guidelines forms, and application process will be presented prior to the application deadline for the benefit of applicants. A media advisory regarding the dates/times of the workshop will be sent to the local media outlets. Workshop information will also be available on Civic Lubbock, Inc.'s website (www.civiclubbock.com) or by contacting 775.2267.

It is mandatory that all applying organizations send a representative to one of the workshops

Applicants are encouraged to contact the Civic Lubbock Project Coordinator (staff liaison to the Grant Review Committee) at (806) 775-2267 for assistance with grant applications and required attachment instructions. Drafts are accepted up to two weeks before the application deadline. Grantees may receive assistance from the Civic Lubbock Project Coordinator regarding project revisions, contractual obligations, and reporting requirements.

Organizations submitting applications for the first time are required to schedule a pre-application review with the Civic Lubbock Project Coordinator at least two (2) weeks in advance of the application deadline. Appointments may be made by contacting the Project Coordinator at (806) 775-2267.

APPLICATION REVIEW

Criteria

The following criteria will be used in reviewing all applications submitted to the Cultural Arts Grant Review Committee. One (1) point is the lowest score.

ARTISTIC MERIT: 1-50 POINTS

- Will the project use the funds for the encouragement, promotion, improvement, and application of the arts?
- Is the project innovative?
- Does the project promote excellence in the arts and the humanities?
- Does the project contribute to Lubbock's reputation as a regional cultural center?
- Does the project serve to educate the public in the value of the arts & humanities?

TOURISM IMPACT / MARKETING EFFORTS: 1-30 POINTS

- Does the project directly promote tourism in Lubbock?
- Does the project directly promote the convention and hotel industry in Lubbock?
- Does the project include marketing efforts outside of the region?
- Are these marketing efforts targeted to attracting tourism to the event/project?
- Does the project offer collaboration among tourism partners, such as the Lubbock Convention and Visitor's Bureau (Visit Lubbock) and/or a local hotel?
- Does applicant plan to register the project with the CVB (Visit Lubbock)?

CAPABILITY: 1-20 POINTS

- Does the organization show evidence of public and private financial commitment other than its request to Civic Lubbock, Inc.?
- Is the amount requested reasonable in relation to the total cost of the project?

Cultural Arts Grant Review Committee

The Cultural Arts Grant Review Committee is a standing committee of Civic Lubbock, Inc. and consists of three Directors from the Civic Lubbock, Inc. Board and two members-at-large appointed by the Lubbock City Council. The City Council appointed members-at-large are appointed for a term of three years. The President of Civic Lubbock, Inc. or his/her designee will serve as an ex-officio member of the Cultural Arts Grant Review Committee.

The Cultural Arts Grant Review Committee will meet to review and consider applications. The committee will be charged with the responsibility of making its recommendations to the full Civic Lubbock, Inc. Board. The Civic Lubbock, Inc. Board will then present the recommendations to the City Council, which has final authority. Applicants will be notified of the grant amount awarded following City Council approval. This process will be completed as early as possible following the established application deadlines.

Amendments to Approved Project Proposals:

Grant funds may be expended only for project purposes and activities set forth in the proposal and budget originally approved, or as subsequently amended by the organization, and approved in writing by Civic Lubbock, Inc. Written requests for amendments must be submitted and approved prior to significant revisions of the following:

1. Changes of project scope, purpose, activities, dates and times, principal participants and/or significant changes in the project budget that would impact the one-for-one (1:1) required match;

2. Changes in the project director or other professional personnel identified in the proposal;

3. Changes in the project budget that exceeds ten percent (10%) in items funded by the Cultural Arts Grant.

Reconsideration Process

An applicant may request reconsideration of a non-award recommendation by the Cultural Arts Grant Review Committee if that organization can demonstrate that:

- The Grant Review Committee failed to follow published application and review procedures;

- The Grant Review Committee demonstrated prejudice, capricious or arbitrary actions.

Written requests should be directed to the President of Civic Lubbock, Inc. (1501 Mac Davis Lane, Lubbock, TX 79401) and must be submitted within 10 days of the date on the non-award notification letter. Only authorized officials listed on the application may request reconsideration. The Civic Lubbock, Inc. President will appoint an ad hoc three-member committee consisting of two Directors of the Civic Lubbock, Inc. Board (excluding Directors that serve on the Cultural Arts Grant Review Committee) and one City-appointed member of the Cultural Arts Grant Review Committee at its next regular meeting. The decision of the Civic Lubbock, Inc. Board of Directors is final as to the recommendations that will be presented to the City Council. The City Council's decision on funding is final.

FUNDING REQUIREMENTS

Acknowledgment

Proper acknowledgment must be given to the City of Lubbock/Civic Lubbock, Inc. Grants Program by including the following statement on all printed programs, publicity, or publications related to the program:

THIS PROGRAM (EXHIBIT) MADE POSSIBLE IN PART
THROUGH A GRANT FROM THE CITY OF LUBBOCK,
AS RECOMMENDED BY CIVIC LUBBOCK, INC.

In addition, the City of Lubbock and Civic Lubbock, Inc. logos should be displayed on the organization's website and other promotional materials including printed programs, social media publicity, etc. associated with the grant-funded project. Please contact Civic Lubbock, Inc. to obtain these images. Failure to include the above acknowledgments may result in cancellation of the grant.

Assurances

All grant recipients, in signing the required grant agreement, confirm assurances that the applicant organization and any partnering organizations involved with applicant's project will comply with existing local, state, and federal laws, including but not limited to, prohibiting discrimination based on race, color, national origin, sex, or disability.

All grant recipients, in signing the required grant agreement, further confirm that the applicant organization and any partnering organization involved with the project will not use the grant funds to advertise, sponsor, or endorse any political candidate, campaigns or political issues and will avoid issues of a divisive or controversial nature.

Record Keeping

Books and records must be maintained for at least one year after conclusion of the grant and must be exhibited upon request by the Lubbock City Council or Civic Lubbock, Inc. A financial statement from a certified public accountant or an independent audit may be required for the fiscal year in which the grant is awarded.

Final Evaluation

The Evaluation Report Form (ERF) for the project must be submitted within sixty (60) days of the project's ending date. The form is provided by Civic Lubbock, Inc. and must include an itemized account of the project to include receipts, invoices and other financial information as needed to document expenditures of grant funds and sample copies of programs, publicity, and other printed materials.

Letter to City of Lubbock Officials

Organizations receiving grant funds will be required to send a letter to the Mayor and City Council thanking them for making funds available from the Hotel Occupancy Tax for the Cultural Arts Grant Program and expressing how the grant award supported their project and its success. A single letter can be sent and should be addressed as follows:

The Honorable Mayor and City Council Members
of the City of Lubbock
P.O. Box 2000
Lubbock, TX 79457

IMPORTANT: A copy of the letter must be submitted to Civic Lubbock before the remaining forty percent (40%) of the grant award payment can be made. The letter is to be submitted along with the Evaluation Report Forms and required ERF support documentation.

ORGANIZATIONS THAT HAVE NOT SUBMITTED ERFs MAY NOT APPLY FOR FUTURE FUNDING UNTIL THEIR DELINQUENT ERFs HAVE BEEN SUBMITTED.

Evaluation Rating System for ERF:

Civic Lubbock, Inc. conducts an evaluation review of every grant using the ERF and supporting materials. This rating is available to the Cultural Arts Grant Review Committee and is outlined below:

"AAA" Rating (highest possible rating)

- Showed direct evidence of promotion of tourism
- Showed direct evidence of promotion of convention and hotel industry
- Showed direct evidence of the encouragement, promotion, improvement and application of the arts
- Submitted ERF by due date
- Exceeded matching projections
- Submitted exceptional support documentation and thank you letter to City of Lubbock Officials
- Showed direct evidence of tracking being completed and submitted to CVB

ORGANIZATIONS SUBMITTING ERFs MORE THAN TEN DAYS PAST THE DUE DATE WILL NOT RECEIVE A RATING HIGHER THAN "AA" EVEN IF THEY HAVE MET ALL OTHER CRITERIA FOR A "AAA" RATING.

"AA" Rating

- Showed direct evidence of promotion of tourism
- Showed direct evidence of promotion of convention and hotel industry
- Showed direct evidence of the encouragement, promotion, improvement and application of the arts
- Submitted ERF by due date
- Met matching requirements as stated in contract
- Submitted appropriate support documentation and thank you letter to City of Lubbock Officials

ORGANIZATIONS SUBMITTING ERFs MORE THAN 30 DAYS PAST THE DUE DATE WILL NOT RECEIVE A RATING HIGHER THAN "A" EVEN IF THEY HAVE MET ALL OTHER CRITERIA FOR A "AA" RATING.

"A" Rating

- Did not show direct evidence of promotion of tourism
- Did not show direct evidence of promotion of convention and hotel industry
- Did not show direct evidence of the encouragement, promotion, improvement and application of the arts
- Submitted ERF past due date
- Did not meet matching requirements as stated in contract
- Did not submit appropriate support documentation and/or thank you letter to City of Lubbock Officials

GRANT RECIPIENTS THAT DID NOT MEET THE MATCHING REQUIREMENTS AS STATED IN THE CONTRACT WILL INCUR A REDUCTION IN THE REMAINING PORTION OF THEIR GRANT AWARD.

ORGANIZATIONS SUBMITTING ERF'S MORE THAN 60 DAYS PAST THE DUE DATE WILL FORFEIT THE REMAINING 40% OF THE GRANT AWARD.

REQUIRED DOCUMENTATION FOR GRANT APPLICATIONS

One (1) original of the following **must** be included for applications to be considered:

_____ 1. Grant Application

_____ 2. Program Information Summary

_____ 3. Project Financial Information Summary (Project Budget)

_____ 4. Project Budget Detailed Breakdown

REQUIRED ATTACHMENTS FOR GRANT APPLICATIONS

One (1) copy of the following attachments **must** be included for the application to be considered:

_____ 1. Copy of organization's IRS nonprofit 501 (c) 3 tax-exemption letter.

_____ 2. List of organization's Board of Directors.

_____ 3. Brief narrative on the purpose and history of the organization.

_____ 4. Brief resumes of people involved in managing the project.

_____ 5. Copy of an independent audit or financial statements for the most recent operating year

_____ 6. Copy of the first eight ((8) pages of the organization's IRS Form 990 or a copy of the Form 990-EZ/Form 990-N submitted and filed for the most **recent** calendar year.

City of Lubbock/Civic Lubbock, Inc. Cultural Arts Grant Program
2025 Cultural Arts Grant Award Recommendations
July 22, 2025

Grant No.	Organization	Project	Requested	Recommended
2506-001	Flatlands Dance Theatre	Flatlands Dance Theatre 17th Season and Community Outreach	$ 12,910	11,288
2506-002	West Texas Watercolor Society	2025/2026 West Texas Watercolor Society Shows	5,000	5,000
2506-003	West Texas Watercolor Society	"Chaos to Order" Water-Media Workshop with Katherine Conover	3,800	3,800
2506-004	The Lubbock Chorale	The Lubbock Chorale's 50 Anniversary (Fall Concerts)	6,000	6,000
2506-005	University Interscholastic League, TTU	UIL One-Act Play Director's Workshop 2025	4,000	4,000
2506-006	University Interscholastic League, TTU	UIL Region 1 4A and 5A One-Act Play Contests	12,000	10,493
2506-007	University Interscholastic League, TTU	UIL Summer Theatre/Technical Camps	14,000	12,241
2506-008	Robert Burns Society of West Texas	11th Annual Robert Burns Supper and Celebration	9,950	7,960
2506-009	Lubbock Christian University Theatre	Lubbock Christian University Theatre Season 2025/2026	37,000	32,353
2506-010	Charles Adams Studio Project	Sights and Sounds at CASP: First Friday Art Trail	3,600	3,600
2506-011	Youth Artist Guild Lubbock	Youth Artist Guild Lubbock Performing Arts Season 2025/2026	15,000	13,116
2506-012	Lubbock Arts Alliance, Inc.	48th Annual Lubbock Arts Festival	65,000	58,500
2506-013	Lubbock Arts Alliance, Inc.	PDA (Public Display of Art) in Lubbock (2026)	12,000	10,492
2506-014	Lubbock Arts Alliance, Inc.	Lubbock Cultural District Marketing 2025/2026	7,000	7,000
2506-015	Lubbock Roots Historical Arts Council	Jazzy Christmas Concert 2025	15,000	13,116
2506-016	Underwood Center for the Arts	Flatland Film Festival	12,500	10,930
2506-017	Underwood Center for the Arts	First Friday Art Trail	31,954	28,758
2506-018	Underwood Center for the Arts	Firehouse Presents!	8,100	8,100
2506-019	Texas Tech University - International Affairs	25th Annual High and Dry Photography Exhibit	1,000	1,000
2506-020	Lubbock-Con Ventures	Lubbock-Con 2026	16,500	14,427
2506-021	Ballet Lubbock	Ballet Lubbock 2025/2026 Season	30,000	27,000
2506-022	Lubbock Symphony Orchestra, Inc.	2025/2026 Masterworks Season	80,000	72,000
2506-023	Literacy Lubbock	The Lubbock Book Festival	7,500	6,000
2506-024	Lubbock Live Festival	Lubbock Live Festival for the Arts	55,500	48,479
2506-025	American Windmill Museum, Inc.	International Windmiller's Trade Fair	20,000	16,000
2506-026	Lubbock Moonlight Musicals, Inc.	Moonlight Musicals 2025/2026 Season	55,000	49,500
2506-027	Underwood Center for the Arts	Hub City Renaissance Faire	8,200	7,170
2506-028	Ballet Folklorico/Lubbock Centro Aztlan	Viva Aztlan Festival 2026	10,000	8,744
2506-029	Fiestas del Llano, Inc.	Fiestas Patrias 2025	9,000	7,869
2506-030	West Texas Dancing Raiderettes	WTDR Dance Company 2025/2026 Season	12,000	10,492
		TOTAL	**$ 579,514**	**$ 515,428**

Funding for the 2025 Cultural Arts Grant Program

City of Lubbock Hotel Occupancy Tax allocation	$ 556,593.00
Less 10% for Public Art	$ (55,659.30)
Less Funding for 2025 Live Music @ the Airport project	$ (15,600.00)
Less Funding for 2025 Public Art Displays @ the Airport project	$ (1,000.00)
Less Funding for 2026 4th on Broadway	$ (25,000.00)
Interest Earned on prior years and current year as of 3/31/25	$ 27,828.02
Grant Funds not used by grantees and carry over as of 3/31/25	$ 28,266.80
Total Available for the 2025 CAG Program	**$ 515,428.52**

Cultural Arts Grant Review Committee
Grant Recommendations
2025 Granting Cycle

2506-001 **Flatlands Dance Theatre**
Flatland Dance Theatre 17th Season & Outreach
Amount Requested: $ 12,910
Amount Recommended: $ 11,288

Flatlands Dance Theatre requested $12,910 to assist with costs associated with the Flatlands Dance Theatre's 17th Season of professional dance and community engagement. The season will include two original evening-length world-premiere productions: "Home for the Holidays" on November 21-22, 2025 and "Wild Woman" scheduled for March 27-28, 2026. Both productions will be held at the LHUCA Firehouse Theatre. The season also includes a guest residency with renowned choreographer Jody Sperling of Time Lapse Dance from New York City in January of 2026 and the annual Young Dancers Workshop in July of 2026. "Home for the Holidays" is a heartwarming show full of fun and laughter. The production of "Wild Woman" celebrates the power and accomplishments of women throughout history. Guest artist Jody Sperling will offer mater classes, guest lectures and an audience talk- back that will be free to the community.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates a marketing plan utilizing social media and other media platforms, including television and online tourism calendars.
- Application indicates a plan for tracking out of town attendees. Tickets will be available to the general public and sold through Select-a-Seat.
- Application indicates strong foundation grant support.
- Cultural Arts Grant funds recommended ($11,288) would be used towards the cost of Professional Services (Artists/Choreographers), Supplies (Costumes/Props), Facility Rental and Promotion/Publicity

2506-002 **West Texas Watercolor Society**
2025/2026 West Texas Watercolor Society Shows
Amount Requested: $ 5,000
Amount Recommended: $ 5,000

The West Texas Watercolor Society requested $5,000 to assist with costs associated with the presentation of its 2025 Fall Small Works Show, 2025 Winter Signature Show and 2026 Summer Show. The Fall Show will be held September 5-29, 2025 at the Broadway Contemporary Fine Art Gallery. The small works show will feature works as small as a postage stamp to no larger than a 10" x 10" painting. The Winter Signature Show will be held November 26, 2025-January 14, 2026 at the Buddy Holly Center and feature water media art produced by Texas and U.S artists. The 2026 Summer Show will be held May 1-June 30, 2026 at the Lubbock Municipal Garden and Arts Center and will have two categories: Novice/Intermediate and Advanced/Professional. All scheduled shows will be on exhibit during the First Friday Art Trail during those months.

Committee Comments:

- Project has strong artistic merit.
- Applicant has a good marketing plan in place; plans to promote the show through various online tourism websites and calendars, social media and venue websites.

- Applicant has a good plan in place for tracking tourism and room nights generated.
- Cultural Arts Grant funds recommended ($5,000) would be used towards the cost of Professional Services (Jurors/Café Call), Facility Rental, Promotion/Publicity and Other (Artist Awards)

2506-003 West Texas Watercolor Society
"Chaos to Order" Water-Media Workshop featuring Kathleen Conover
Amount Requested: $ 3,800
Amount Recommended: $ 3,800

The West Texas Watercolor Society requested $3,800 to assist with the costs associated with the presentation of a water-media workshop: "Chaos to Order" featuring nationally and internationally known water-media artist, Kathleen Conover. The workshop will be held October 20-24, 2025 at the Ice House on the LHUCA campus. Ms. Conover is from Michigan, has exhibited worldwide and is a highly sought workshop artist.

Committee Comments:
- Project has strong artistic merit.
- Applicant has a good marketing plan in place; plans to promote the show through various online tourism websites and calendars; the workshop will also be promoted to local junior high and high school art teachers.
- Application shows good support from other grant foundations; a grant was received to provide scholarships and art supplies for three public school art teachers.
- Cultural Arts Grant funds recommended ($3,800) would be used towards the cost of Professional Services (Guest Artist Fees)

2506-004 The Lubbock Chorale
The Lubbock Chorale's 50th Anniversary (Fall Concerts)
Amount Requested: $ 6,000
Amount Recommended: $ 6,000

The Lubbock Chorale (TLC) requested $6,000 to assist with costs associated with the presentation of their 50th Anniversary Fall Concerts. The first concert will be a celebratory concert on October 18, 2025 commemorating TLC's fifty years of music excellence on the South Plains. Both the current conductor and previous conductor will be collaborating on this concert. The second concert in the fall will be the Holiday Concert "Handel's *Messiah*" on December 6, 2025.

Committee Comments:
- Project has very strong artistic merit.
- Application indicates a good marketing plan; includes utilizing social media platforms and online tourism calendars, which have proven to be effective tools to maximum attendance.
- Application indicates a good plan for tracking tourism; zip code data for tracking out of town visitors will be provided through Select-a-Seat.
- Cultural Arts Grant funds recommended ($6,000) would be used towards the cost of Professional Services (Orchestra, Soloists, Guest Artists and Accompanist) and Promotion/Publicity.

2506-005 **University Interscholastic League – TTU**
UIL One-Act Play Director's Workshop 2025
Amount Requested: $ 4,000
Amount Recommended: $ 4,000

The University Interscholastic League requested $4,000 to assist with costs associated with the UIL One-Act Play Director's Workshop that will be held on September 5-6, 2025. The workshop is designed for theatre educators. Training will be provided on such topics as selecting scripts, casting parts, designing sets/costumes and marketing/advertising.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates good potential for generating room nights.
- Applicant plans to partner with a local hotel.
- Application indicates a good marketing plan to promote the workshop locally, regionally and to over 1,200 directors throughout Texas; direct mail will be sent to private schools in the region.
- Cultural Arts Grant funds recommended ($4,000) would be used towards the cost of Professional Services (Presenters), Facility Rental and/or Supplies/Materials

2506-006 **University Interscholastic League – TTU**
Texas Tech UIL Region 1 4A and 5A One-Act Play Contest 2026
Amount Requested: $ 12,000
Amount Recommended: $ 10,493

The University Interscholastic League-TTU requested $12,000 to assist with costs associated with hosting the UIL Region 1 4A and 5A One-Act Play Competitions to be held April 21-23, 2026. The competition will be held at the Allen Theatre and targets student thespians from 500 Texas 4A and 5A school districts. UIL expects 1,000 visitors and 350 competitors to come to Lubbock for the competition. The Region 1 area encompasses areas ranging from the northern Panhandle, east to the DFW area, south to Lampasas, and west to El Paso.

Committee Comments:

- Project has very strong artistic and educational merit.
- Application indicates a good plan for tracking tourism and room nights.
- Application indicates a good marketing plan in place to promote the project to school districts across Texas.
- Cultural Arts Grant funds recommended ($10,493) would be used towards the cost of Professional Services (Judges/Contest Manager/Stage Manager/Timers) and Facility Rental

2506-007 **University Interscholastic League – TTU**
UIL Summer Theatre/Technical Camps 2026
Amount Requested: $ 14,000
Amount Recommended: $ 12,241

The University Interscholastic League-TTU requested $14,000 to assist with costs associated with the UIL Summer Theatre/Technical Camps scheduled for July 8-18, 2026. The focus of the camps will be on techniques in acting and technical theatre. The participants will produce eight plays with the final performances being open to public. Students attending the camps learn all aspects of producing a play,

including building sets, designing and running lights, creating costumes and publicity package design. Students from across Texas attend the camps. The camps and performances will be held in the Maedgen Theatre, the Black Box Theatre as well as other areas within the theatre complex.

Committee Comments:

- Project has very strong artistic and educational merit.
- Application indicates that the student performances bring in family members from around the state; good potential for tourism and overnight stays. Performances are also open to the public.
- Applicant has a good history of generating hotel room nights.
- Application indicates a good marketing plan to generate tourism/overnight stays; the camps will be marketed to one-act play theater directors around the state.
- Cultural Arts Grant funds recommended ($12,241) would be used towards the cost of Professional Services (Camp Directors/Instructors) and/or Supplies/Materials (Costume/Set Materials)

2506-008 The Robert Burns Society of West Texas
10th Anniversary Robert Burns Supper and Celebration
Amount Requested: $ 9,950
Amount Recommended: $ 7,960

The Robert Burns Society of West Texas requested $9,950 to assist with costs associated with the 11th Anniversary Robert Burns Supper and Celebration to be held on January 24, 2026 at the Texas Tech University International Cultural Center. This traditional celebration of Scottish heritage and culture focuses on the literary legacy of Robert Burns, Poet Laureate of Scotland, his songs and poems. In addition to performances by local pipers and a Celtic harpist, there will be a concert featuring the internationally known Scottish band "Old Blind Dogs." The band was voted Scottish Folk Band of the Year 2024 at the Scotts Traditional Music Awards and has toured extensively across the U.S and Europe.

Committee Comments:

- Project has good artistic and cultural merit.
- Applicant plans to partner with a local hotel.
- Application indicates a good marketing plan both on the local level and outside the Lubbock area; applicant plans to reach out to other Scottish heritage organizations.
- Applicant has a good plan to track tourism. Zip code tracking will be provided through Select-a-Seat; use of a guest register at the event will also be used to track tourism.
- Cultural Arts Grant funds recommended ($7,960) would be used towards the cost of Professional Services (Musician Fees and Sound System) and/or Promotion/Publicity

2506-009 Lubbock Christian University Theatre
Lubbock Christian University Theatre Season 2025/2026
Amount Requested: $ 37,000
Amount Recommended: $ 32,353

The Lubbock Christian University Theatre requested $37,000 to assist with orchestra musician fees and rental of costumes for their 2025/2026 season of musical productions. LCU Theatre will be presenting two full-scale productions. The production of Rodgers and Hammerstein's *Oklahoma* will be presented in October of 2025 with a student cast of 20-25 and 26 professional musicians. In August of 2026, plans are to produce *The Secret Garden*, a musical based on a popular children's book with a community and alumni cast of 40+ and 17 professional orchestra musicians.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates a good marketing plan for both locally and outside the Lubbock area to include postings on tourism websites, social media posts, postcard mail outs to the theatre mailing list and area theatre teachers.
- Application indicates a good plan to track tourism thought their ticketing platform.
- Applicant plans to partner with a local hotel.
- Cultural Arts Grant funds recommended ($32,353) would be used towards the cost of Professional Services (Orchestra Musicians) and Rentals (Costumes)

2506-010 Charles Adams Studio Project
Sights and Sounds at CASP: First Friday Art Trail
Amount Requested: $ 3,600
Amount Recommended: $ 3,600

The Charles Adams Studio Project (CASP) requested $3,600 to assist with visual and performing artist fees and advertising/promotion for Sights and Sounds at CASP: First Friday Art Trail. CASP has secured the following performing artists for the upcoming season: Alicia Morgan, Cela Harper, South Plains College: Fine Arts Music Department, Wade Parks Trio and Drew Cypert. Additionally, CASP has secured the following visual artists: Dyson Fowler, Avery Bonnette, Jon Whitfill, Dirk Fowler and B.C. Gilbert. Other features will include live artists demos of a wide-ranging array of art-making practices by local, state, national and international artists.

Committee Comments:

- Project has very strong artistic merit.
- Application indicates a good marketing plan for promoting the project locally and outside the Lubbock area.
- Application indicates a good plan for tracking tourism.
- Applicant's "It's Better Out Here" print series is an on-going outreach program and will be sent to regional organizations to invite them and their communities to visit Lubbock during FFAT.
- Applicant has updated their Rules for participating artists and organizations. The additional language restricts content i.e. no content for mature audiences may be presented. It also requires all content to be approved in advance. The Rules are signed by the artists and organizations that plan to participate in Sights and Sounds at CASP.
- Cultural Arts Grant funds recommended ($3,600) would be used towards the cost of Professional Services (Artist Fees for the artists mentioned above) and Advertising/Promotion

2506-011 Youth Artist Guild Lubbock
Performing Arts Season 2025/2026
Amount Requested: $ 15,000
Amount Recommended: $ 13,116

The Youth Artists Guild of Lubbock requested $15,000 to assist in funding performances, educational classes, performing arts camps and workshops for their 2025/2026 season. The performances and activities will take place at the Hollingsworth Hall Cultural Center on Boston Ave. The season will include the production of four student-produced plays, two musical productions, classes, performing arts summer camps, and community workshops. The activities provide students with the opportunity to learn theatre, dance and music history, traditions, styles and skills while participating in expressing, creating, and performing pieces that represent multiple cultures and art mediums.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates a good plan for tracking tourism. The patrons will be surveyed when they register or reserve tickets and asked if they will be staying in a hotel.
- Applicant has a good marketing plan in place; plans to promote classes and performances on various online tourism calendars, local online calendars, and on various social media platforms.
- Cultural Arts Grant funds recommended ($13,116) would be used towards the cost of Professional Services (Directors/Choreographers/Instructors), Rentals (Scripts/Performance Rights, Supplies/Materials (Set building materials), and/or Promotion and Publicity

2506-012 Lubbock Arts Alliance, Inc.
48th Annual Lubbock Arts Festival
Amount Requested: $ 65,000
Amount Recommended: $ 58,500

The Lubbock Arts Alliance requested $65,000 to support the 48th Annual Lubbock Arts Festival to be held on April 18-19, 2026 at the Lubbock Memorial Civic Center. The theme for the 2026 Arts Festival will be "Bloom," celebrating the beauty and symbolism of flowers and botanicals in visual art. Proposed highlights include "New Flora" by Miriam Dubinsky, an immersive botanical experience featuring her bold, joyful screenprints alongside large-scale floral and garden sculptures with live performers posing as statues to bring the exhibit to life. Featured artist Gale Webb, a Master Status member of the American Watercolor Society will showcase her richly textured acrylic paintings. The electrifying group "Artrageous" will blend living painting, music and dance into a high-energy spectacle where the stage becomes a living gallery. "The Bizzee Bee", created by the Montessori-inspired group, Blooming with Birdee, will offer an imaginative, hands on experience where children don bee costumes and UV-vision goggles to explore a giant Texas prairie, collect pollen and learn about native plants. Other components include visual artists from around the nation, demonstrating artists, a Juried Gallery with merit awards, a Children's Art Area, Young Artist and Writers Competitions, and performance stages.

Committee Comments:

- Project has very strong artistic merit.
- Applicant continues to bring in innovative and unique exhibits to stimulate interest in the arts and the Festival each year.
- Applicant plans to partner with a local hotel.
- Application indicates a good plan to track tourism and room nights generated.
- Application indicates strong corporate and other grant/foundation support.
- Cultural Arts Grant funds recommended ($58,500) would be used towards the cost of Professional Services (Special Visual Art Exhibit/Artists/Performers) and Promotion/Publicity

2506-013 Lubbock Arts Alliance, Inc.
PDA (Public Display of Art) in Lubbock 2026
Amount Requested: $ 12,000
Amount Recommended: $ 10,492

The Lubbock Arts Alliance requested $12,000 to continue the "PDA (Public Display of Art) in Lubbock" initiative through the installation of two new large-scale sculptures by Texas-based artist Jonathan Whitfill. These 13-foot tall, 700-pound, free-standing works will serve as striking visual landmarks and symbols of Lubbock's commitment to public art and creative placemaking. The sculptures - titled Concentricity - will

make their public debut in April of 2026 at the Lubbock Arts Festival and then be installed at Marsha Sharp Freeway/Avenue L and South Loop 289/I-27 Flyover. This project places large-scale artworks at major intersections throughout Lubbock for a period of two years. After two years, new pieces of art are selected to replace the current ones thus insuring that there is always something new to view at various intersections. This project is a collaboration of Texas Department of Transportation, the Tornado Industrial/Arts, and the Lubbock Arts Alliance and helps enhance roadsides and community gateways and attracts visitors to the area.

Committee Comments:

- Project has very strong artistic merit.
- Application shows good collaboration/support from other organizations in the community.
- This is the only rotating public art initiative of its kind in the region.
- Applicant plans to track visitors that view each piece of public art using open rates on weekly e-blasts, interactions on social media and online surveys.
- There is a good marketing plan in place to promote the artwork to visitors and potential visitors through television coverage, newspaper articles, social media campaigns, and press releases to regional/statewide media.
- Application indicates strong foundation grant support.
- Cultural Arts Grant funds recommended ($10,492) would be used towards the cost of Professional Services (Artist Fee)

2506-014 Lubbock Arts Alliance
2025/2026 Cultural District Marketing

Amount Requested:	$ 7,000
Amount Recommended:	$ 7,000

The Lubbock Arts Alliance requested $7,000 to continue promotion of Lubbock's Cultural District and the activities that take place within the District thereby attracting tourism, stimulating the economy and facilitating growth of the cultural sector. Marketing initiatives include a dedicated website, social media engagement, weekly SMS/MMS messages, and e-newsletters. These marketing efforts seek to inform residents and visitors of the activities/events in the District, increase attendance, drive ticket sales, and deepen engagement with the arts.

Committee Comments:

- Project promotes the arts, humanities and cultural tourism.
- Application indicates good numbers of views, click rates and open rates on the various marketing platforms; there is no cost to organizations to list events and provides additional marketing for the over 1,000 events held in the Cultural District annually.
- Application indicates strong foundation grant support.
- Cultural Arts Grant funds recommended ($7,000) would be used towards the cost of Professional Services (Contract Labor for Website/E-Newsletter/Social Media/Texts)

2506-015 Lubbock Roots Historical Arts Council
Jazzy Christmas Concert 2025

Amount Requested:	$ 15,000
Amount Recommended:	$ 13,116

The Lubbock Roots Historical Arts Council requested $15,000 to support costs associated with the presentation of their annual Jazzy Christmas Concert. The concert will be held December 13, 2025 at the

TTU Museum/Helen DeVitt Jones Auditorium. The performers will include international Billboard charting jazz saxophonist Tom Braxton and Band along with Joy Harris and other local performers. Tom Braxton, a Lubbock native, has thrilled audiences of all ages from coast to coast and abroad for over two decades. He has been featured in media and publications such as JAZZIZ, Smooth Jazz News, The Saxophone Journal, CBS's The Saturday Early Show, Ugandan Television and Daystar Television Network. Joy Harris is a Lubbock native who not only performs locally both solo and with other musicians, but has toured the US and has a varied and eclectic style singing and playing bass.

Committee Comments:

- Project has very strong artistic merit.
- Application indicates a good plan for tracking tourism.
- Application indicates that past attendees have come from Dallas, Houston, Austin, San Angelo, Midland, Odessa and other cities in the region as well as Arizona and California.
- Applicant plans to partner with a local hotel.
- Cultural Arts Grant funds recommended ($13,116) would be used towards the cost of Professional Services (Artist Fees/Sound Services), Facilities, Supplies and/or Promotion/Publicity

2506-016 Louise Hopkins Underwood Center for the Arts
Flatland Film Festival

Amount Requested:	$ 12,500
Amount Recommended:	$ 10,930

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $12,500 to fund marketing, screening fees, filmmaker stipends and graphic design work for the 22nd Annual Film Festival. The main festival will be held September 18-20, 2025 in the Firehouse Theatre at LHUCA. Two additional screenings in the spring and summer of 2026 will be added this year. The Festival has a well-deserved reputation as a high-quality event that features both emerging and experienced film-makers. The independent Shorts Competition by regional, national and international filmmakers is the centerpiece of the Festival and will offer cash awards for Best Short, Audience Choice, Best Director, Best Feature Film and Best Performance. There will be several screening blocks to include feature length films and short films. Visit Lubbock will be providing a "brunch and learn" for visiting filmmakers to highlight Lubbock's film-friendly destinations. The 2025 films will feature Talk-Backs between the filmmaker/producer and audience members. The two additional screenings will give Flatland Film Festival a year-round presence to bolster attendance and filmmaker engagement.

Committee Comments:

- Project has very strong artistic merit.
- Application indicates a good marketing plan for promoting the festival outside the region including neighboring states; plans to utilize YouTube ads, radio/tv ads, and nationally targeted social media ads.
- Application indicates good corporate funding support.
- Applicant plans to partner with a local hotel.
- Application indicates a good strategy for tracking tourism and room nights generated.
- While the application indicates good attendance numbers, the festival committee has set an objective to bring in even more visiting filmmakers and tourists for 2025.
- Cultural Arts Grant funds recommended ($10,930) would be used towards the cost of Professional Services (Screening Fees/Filmmakers Honorarium/Video Production, Graphic Designer) and Promotion and Publicity

2506-017 Louise Hopkins Underwood Center for the Arts
First Friday Art Trail

Amount Requested:	$ 31,954
Amount Recommended:	$ 28,758

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $31,954 to support monthly First Friday Art Trails (FFAT) by providing funding for safety and security resources, trolley service, print ads and live local music on the LHUCA Plaza. FFAT is a program managed by LHUCA and is held on the first Friday of each month (September – August) from 6pm-9pm that brings together 5,000+ visitors to enjoy visual art, live music, dance, theatre, local art and craft vendors, food trucks and more. While LHUCA serves as the manager of the event, the majority of the funding requested will focus on activities and services on the LHUCA campus, including performances by Jennie Dale Lord, Clement Hall and Mariachi Aztec on the LHCUA Plaza stage. With FFAT continuing to grow, crowd management and event safety is a top concern. Funds requested would support the cost of off-duty police and private security who manage safety at LHUCA. The funds would also enhance safety efforts by providing for barricade rentals and street closures around the LHUCA Plaza. Pedestrian traffic is major safety issue. To alleviate this, LHUCA hires trolleys through Citibus to transport visitors across Downtown with select stops between LHUCA and the Buddy Holly Center. Attendees enjoy this service free of charge.

Committee Comments:

- Project has very strong artistic merit.
- Project creates great exposure for participating venues and artists.
- Application indicates a good marketing plan for advertising outside the region and will include, in conjunction with other media platforms, advertising in "Southwest Contemporary" and "Arts + Culture" magazines, which serve multiple states.
- Application indicates strong corporate as well as local foundation grant support.
- Applicant has updated their Guidelines for First Friday Venues to reflect the language referenced in the revised CAG Guidelines with respect to performances and exhibits during FFAT; the Guidelines are signed by all participating venues.
- Cultural Arts Grant funds recommended ($28,758) would be used towards the cost of Security and Safety ($16,454), Trolley Service ($12,000) and Sound Technician for the LHUCA Plaza ($304)

2506-018 Louise Hopkins Underwood Center for the Arts
Firehouse Presents!

Amount Requested:	$ 8,100
Amount Recommended:	$ 8,100

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $8,100 to support costs associated with the Firehouse Presents! program. This program brings concerts, theatrical performances, movie screenings, and literary readings to the community at a free or accessible ticket price. Highlights of the program will feature three headliner performances: Battle of the Bands and two visiting Texas Commission on the Arts Texas Touring Roster youth theatre troupes. The 7th Annual Battle of the Bands competition will celebrate emerging bands and will wrap up with a final concert on March 8. The Houston-based Texas Touring Roster group, The Ensemble Theatre, will perform a youth-oriented play in late spring. The summer of 2026, Brave Little Company, a family-friendly Texas Touring Roster theatre company based in Houston, will do a storytelling event. Throughout the year, Firehouse Presents! will continue its concert and performance partnerships with TTU School of Music, TTU School of Theatre & Dance, Burkhart Center for Autism Education and Research's BurkTech Players, and West Texas Children's Choir. LHUCA's Literary Series, in partnership with TTU Department of English, will present a fall and spring

poetry reading by nationally known poets. The summer of 2026 will feature youth-geared film screenings in partnership with LHUCA's Creative Camps. Hullabaloo Comedy Company will also continue to offer a variety of comedy shows quarterly throughout the year. By showcasing emerging local bands, established regional performance groups, statewide touring ensembles, select films and nationally recognized authors, Firehouse Presents! provides unique programming and collaboration opportunities for the center.

Committee Comments:

- Project has very strong artistic merit.
- Application indicates a good marketing plan to target regional, statewide and neighboring states using a variety of media platforms.
- Application indicates a good plan in place for tracking tourism.
- With the expansion of the program last year, both overall attendance for the program as well as number of visitors increased significantly over the prior year.
- Cultural Arts Grant funds recommended ($8,100) would be used towards the cost of Professional Services (TCA Touring Artist Fees, Battle of the Bands Performance Fees/A-V Technician/Graphic Design Fees) and Promotion/Publicity

2506-019 Office of International Affairs, TTU
25th Annual High and Dry Photography Exhibit

Amount Requested:	$ 1,000
Amount Recommended:	$ 1,000

The Office of International Affairs at Texas Tech University requested $1,000 to support the 25th Annual High and Dry Photography Exhibit to be on display in the International Cultural Center Galleries from December 5, 2025 through February 28, 2026. Since its inception in 2000, the High and Dry Exhibit has established itself as an esteemed juried photographic display, uniquely focusing on the peoples and landscapes of the world's arid and semi-arid regions. The exhibition draws participation from hundreds of artists nationwide. Approximately 85 photographers will submit over 350 photographs from which 55 images will be selected for the exhibition. A key element in attracting participation is the involvement of respected and experience jurors from the country's photography community.

Committee Comments:

- Project has very strong artistic merit.
- Having a nationally known juror from outside the Lubbock area creates the potential to generate more entries and even more high-quality entries.
- Applicant has a good plan in place for marketing outside the Lubbock area. Event calendar listings, tourism publications, social media and radio advertising will be used to promote the exhibition.
- Applicant plans to include a link to the Visit Lubbock website on all promotional materials, which will provide information on local hotels.
- Applicant has a good plan in place for tracking tourism and room nights generated.
- Cultural Arts Grant funds recommended ($1,000) would be used towards the cost of Professional Services (Juror Honorarium), Supplies/Materials (Exhibit Supplies), Promotion/Publicity, and Postage

2506-020 **Lubbock-Con Ventures**
Lubbock-Con 2026
Amount Requested: $ 16,500
Amount Recommended: $ 14,427

Lubbock-Con Ventures requested $16,500 to assist with costs associated with Lubbock-Con 2026 which will be held on February 21-22, 2026 at the Lubbock Memorial Civic Center. 2026 will mark the 10th Anniversary of the first Lubbock-Con event. Lubbock-Con is a multi-genre event that celebrates pop culture, the arts and expression of fandom. Funds requested would assist with appearance fees for Celebrity and Featured Guests (artists, writers and actors), advertising/promotion, and performance equipment rentals. Among the celebrity and featured guests would be voice actors, comic artists and writers from Batman, Superman, Spider-Man, and the Avengers to share their experiences and do portfolio reviews to help guide inexperienced creators to prepare for jobs in the industry and offer insights to what editors at Marvel and DC are looking for.

Committee Comments:

- Project has strong artistic and educational merit.
- Applicant indicates a good marketing plan to include online calendar listings of tourism websites, digital advertising and aired commercials, listings on regional and national websites for conventions and pop culture events.
- Applicant has a good plan in place to track tourism to include zip code tracking through Select-a-Seat and vendor/attendee surveys
- Applicant plans to partner with two local hotels
- Cultural Arts Grant funds recommended ($14,427) would be used towards the cost of Professional Services (Guest Artist/Actors Appearance Fees), Advertising/Promotion and/or Rentals (other than facilities)

2506-021 **Ballet Lubbock**
2025/2026 Season
Amount Requested: $ 30,000
Amount Recommended: $ 27,000

Ballet Lubbock requested $30,000 to assist with marketing their 2025/2026 Season. The season includes *The Nutcracker* to be held December 11-14, 2025 and their spring production of *Snow White* to be held April 10-11, 2026, both at Buddy Holly Hall. In addition to the regular performances of The Nutcracker, a scaled-down version will be presented to area fourth-graders and a fully staged free Sensory Friendly Performance will be presented. Through partnerships with local school districts and the public library system, Ballet Lubbock looks to expand the reach of the arts to even more children in the region.

Committee Comments:

- Project has very strong artistic and educational merit.
- Application indicates a strong marketing plan and includes television, direct mail, print, local and national online event calendars and an extensive digital marketing campaign.
- Applicant plans to partner with two local hotels.
- Application indicates other grant/foundation support as well as corporate support.
- Applicant has a good plan in place to track tourism.
- Cultural Arts Grant funds recommended ($27,000) would be used towards the cost of Promotion/Publicity

2506-022 **Lubbock Symphony Orchestra**
2025/2026 Masterworks Season
Amount Requested: $ 80,000
Amount Recommended: $ 72,000

The Lubbock Symphony Orchestra requested $80,000 to assist with musician fees and guest artist fees associated with the presentation of the 2025/2026 Season. The season will consist of five Masterworks Concerts: "Jurassic Park in Concert" on October 31, 2025, "Rachmaninoff and Tchaikovsky with guest artist pianist Fei-Fei" on November 6, 2025, "Home for the Holidays Christmas Concert" at the Lubbock Memorial Civic Center on December 4, 2025, "Symphonic Espagnole with guest artist violinist Chee-Yun" on January 24, 2026, "Schumann and Brahms with guest artist soprano Amanda Key" on February 28, 2026, "Echoes of the New World with the Lubbock Youth Orchestra side-by-side and guest conductor Gary Lewis" on April 4, 2026, and "Celebrate America: 1812 Overture and More" on May 23, 2026. LSO will continue to collaborate with and hire local professional singer/songwriters to perform one hour prior to a Masterworks Concert during the season. These performances would be held in the pre-function/lobby area of Buddy Holly Hall with a goal of broadening the impact of orchestral music across generations and backgrounds.

Committee Comments:

- Project has very strong artistic merit.
- Application indicates strong corporate and foundation grant support.
- Application indicates a good marketing strategy to reach potential audiences outside our region.
- Application indicates a plan to track tourism.
- Applicant plans to partner with three local hotels.
- Cultural Arts Grant funds recommended ($72,000) would be used towards the cost of Professional Services (Guest Artist Fees)

2506-023 **Literacy Lubbock**
The Lubbock Book Festival
Amount Requested: $ 7,500
Amount Recommended: $ 6,000

Literacy Lubbock requested $7,500 to assist with costs associated with the Lubbock Book Festival, a literary celebration that brings together nationally recognized and local authors and readers in a dynamic, family-friendly environment. The Festival will take place August 22, 2026 at the Overton Hotel. The Festival welcomes award-winning and debut authors from across the nation, along with West Texas writers, poets, illustrators, podcasters, and book cover designers. The festival offers an array of programming including panel discussions, writing workshops, book signings, and interactive elements for children. It provides opportunities for both emerging and established artists to present their work.

Committee Comments:

- Project has strong artistic and educational merit.
- Applicant is a first-time applicant.
- Applicant has a good plan for marketing using a variety of media platforms.
- Applicant plans to partner with two local hotels.
- Applicant plans to use ticket sales data, attendee surveys and communication with hotels to track tourism.
- Cultural Arts Grant funds recommended ($6,000) would be used towards the cost of Professional Services (Security/Photographer), Rentals (other than facilities), Supplies/Materials, and/or Promotion/Publicity

2506-024 Lubbock Live Festival
Lubbock Live Festival for the Arts
Amount Requested: $ 55,500
Amount Recommended: $ 48,479

Lubbock Live Festival requested $55,500 to assist with musician fees and promotion/publicity associated with the Sixth Annual Lubbock Live Festival for the Arts to be held in August of 2026 in the Lubbock Arts District. The purpose of the festival is to showcase new and emerging local artists and to give back to the local arts community. It is anticipated there will be 20 local artists from a variety of disciplines including music, dance, theater, and visual arts with the goal in mind of supporting the arts and introducing the community to those involved in the arts in Lubbock.

Committee Comments:

- Project has strong artistic merit.
- Application indicates a good marketing plan including TV/Radio, calendar listings on various tourism websites including Visit Lubbock and Festival Net, email blasts and, and targeted social media ads.
- Application indicates a good plan to track tourism and room nights generated.
- Applicant plans to work with Visit Lubbock in securing hotel room blocks/room rates.
- Application indicates that the organization has applied for other foundation grant funds.
- Cultural Arts Grant funds recommended ($48,479) would be used towards the cost of Professional Services (Musician Fees) and/or Promotion/Publicity

2506-025 American Windmill Museum. Inc.
International Windmiller's Trade Fair
Amount Requested: $ 20,000
Amount Recommended: $ 16,000

The American Windmill Museum requested $20,000 to assist with costs associated with the 36th Annual International Windmiller's Trade Fair to be held on September 18-20, 2025 at the American Windmill Museum. Over 300 windmillers, windmill collectors, and history buffs of all ages are expected to attend as well as the general public. During the trade fair, the Museum will be unveiling at least two additional rare windmills for public viewing. One was manufactured in 1883 and was found in a barn in New York in its original crate boxes. This rare windmill and work of art will bring much excitement to attendees. The Museum is planning to have local artists, including singers, instrumentalists, cowboy poets, a local photographer (currently showcased at the Museum) and a local magician to provide entertainment during the Fair.

Committee Comments:

- Project has good artistic, educational and historical merit
- Application indicates a good plan to track tourism.
- Applicant has partnered with seven local hotels.
- Application indicates a good marketing plan to target local, regional and potential national attendees.
- Application indicates that past attendees have come from all over the U.S. as well as Australia, Mexico and Canada.
- Application indicates individual and business/corporate support.
- Cultural Arts Grant Funds recommended ($16,000) would be used towards the cost of Professional Services (Entertainment/Speakers), Rentals (other than facilities) and/or Promotion/Publicity

2506-026 **Lubbock Moonlight Musicals, Inc.**
Moonlight Musicals 2025/2026 Season
Amount Requested: $ 55,000
Amount Recommended: $ 49,500

Lubbock Moonlight Musicals requested $55,000 to assist with the cost of orchestra members, actors/designers, script rentals and marketing for the presentation of its 2025/2026 Season. The season productions, which include Academy shows and Main Stage productions, will be *Alice in Wonderland, Narnia the Musical, The Prince of Egypt, The Music Man, Jr, Willy Wonka Kids, A Year with Frog and Toad Kids, Big Fish,* and the Moonlight Musicals Academy Broadway Revues for Fall and Spring. The 32 performances will be held at Moonlight Musical Amphitheatre.

Committee Comments:

- Project has very strong artistic and educational merit.
- Application indicates strong corporate and additional grant support.
- Application indicates a good marketing plan in place to reach potential audiences outside the Lubbock area.
- Application indicates a good plan for tracking tourism i.e. through Select-a-Seat, customer surveys and other marketing research data.
- Cultural Arts Grant funds recommended ($49,500) would be used towards the cost of Professional Services (Orchestra Members/Actors/Designers) Other Rentals (Scripts) and/or Promotion/Publicity)

2506-027 **Louise Hopkins Underwood Center for the Arts**
Hub City Renaissance Faire
Amount Requested: $ 8,200
Amount Recommended: $ 7,170

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $8,200 to fund costs associated with the 3rd Annual Hub City Renaissance Faire scheduled for October 18, 2025 at various locations across the LHUCA campus. The Faire showcases the artistic talents of dozens of local and regional creators through theatrical performances, live music, historically themed artisan vendors, and interactive art demonstrations. Programming will include Shakespeare-inspired theatre, folk music ensembles, raku ceramic firing, letterpress printmaking, blacksmithing, and dance activities. The Faire will also feature interactive demonstrations of medieval era craft practices. The LCHUA Clay Studio will bring in a visiting raku artist to demonstrate this ancient firing technique. Ceramic artists will demonstrate and sell their pottery. Livingston Forge will showcase their blacksmithing talents at the CASP Metal Studio and printmakers will offer hands-on letterpress activities in the CASP Print Lab. Artisans and craft vendors will be on-site selling historically inspired costumes, artwork and wares.

Committee Comments:

- Project has very strong cultural and artistic merit.
- Application indicates a good marketing plan to target regional, statewide and neighboring states using a variety of media platforms.
- Applicant plans to partner with a local hotel.
- Application indicates a good plan in place for tracking tourism.
- Cultural Arts Grant funds recommended ($7,170) would be used towards the cost of Professional Services (Performer and Demonstrating Artist Fees/AV Technician Fees/Security Fees), Supplies and Materials (Art and Stage supplies) and/or Promotion/Publicity

2506-028 Lubbock Centro Aztlan/Ballet Folklorico Aztlan
Viva Aztlan Festival 2026

Amount Requested:	$10,000
Amount Recommended:	$ 8,744

Lubbock Centro Aztlan requested $10,000 to produce the Viva Aztlan Festival that will be held March 13-14, 2026 at the Lubbock Memorial Civic Center. The Festival will celebrate its 30th Anniversary and is the longest running Folklorico competition in Texas. The Festival will consist of Mexican folklore dance groups of all ages competing and participating in workshops taught by Masters of their field. Folklorico groups are invited from all over the nation to compete and display their artistry and traditions of Mexico through dance and music on a professional stage. Mariachi Los Camperos will conduct workshops for interested Mariachi groups. The public will be invited to watch the masters at work during the workshops as well as the Folklorico group competition. On Saturday, a concert featuring Grupo Folklorico from Edinburg, TX along with Mariachi Los Camperos will perform. Past festivals have attracted folklorico and mariachi groups from cities such as Chicago, IL, Denver and Pueblo, CO, Guymon, OK as well as other cities across Texas.

Committee Comments:

- Project has very strong cultural, artistic and educational merit.
- Applicant has a good marketing plan for advertising locally and outside the Lubbock area. Tourism websites as well as social media and websites that specifically cater to Folklorico and Mariachi groups will be utilized to promote the Festival.
- Applicant has a good plan in place to track tourism.
- Applicant plans to partner with a local hotel.
- Cultural Arts Grant funds recommended ($8,744) would be used towards the cost of Professional Services (Folklorico Master Judges/Performer Fees) and Promotion/Publicity

2506-029 Fiestas del Llano, Inc.
Fiestas Patrias 2025

Amount Requested:	$ 9,000
Amount Recommended:	$ 7,869

Fiestas del Llano requested $9,000 to assist with costs associated with Fiestas Patrias 2025 to be held September 13, 2025 at Buddy Holly Park. Funding requested would cover the entertainment and publicity for the event. The cultural celebration will feature various local bands, performing a variety of music styles including Tejano, Norteno, Salsa and Rock, and folklorico groups performing during the day. The traditional Grito de Dolores ceremony will be recited by Dr. Miguel Levario that evening. The event is free and open to the general public. One of the goals of Fiestas Patrias is to bring awareness to the rich heritage and traditions of music, dance and art of the Mexican-Mestizo culture.

Committee Comments:

- Project has very strong cultural and artistic components that include music and dance.
- Application indicates a good plan to market the project locally and outside the Lubbock area using a variety of media platforms, to include social media, television and print as well as listings on the Visit Lubbock online calendar and other websites.
- Application indicates a plan to track tourism.
- Cultural Arts Grant funds recommended ($7,869) would be used towards the cost of Professional Services (Musicians/Sound System) and Promotion/Publicity

2506-030 West Texas Dancing Raiderettes
WTDR Dance Company's 2025/2026 Season
Amount Requested: $ 12,000
Amount Recommended: $ 10,492

The West Texas Dancing Raiderettes (WTDR) requested $12,000 to assist with costs associated with the WTDR Dance Company's 2025/2026 Season. WTDR offers programming that includes performance dance classes and workshops, taught by professional instructors, to increase access to the arts for underserved populations, particularly minority and low-income youth. Public performances including the annual winter and spring showcases, appearances at cultural events within the city and volunteer-based performances at schools, festivals, and senior centers will be scheduled to highlight local youth talent. Various dance styles, such as ballet, jazz, hip-hop, tap, majorette and contemporary are included in the program. Visiting artists and instructors are brought to Lubbock to conduct some of the workshops.

Committee Comments:

- Project has strong artistic and educational merit.
- Applicant has a good plan in place to track tourism.
- Applicant has a plan to market the program and performances to include social media campaigns, partnerships with local schools and businesses, and press releases.
- Applicant plans to partner with a local hotel.
- Cultural Arts Grant funds recommended ($10,492) would be used towards the cost of Professional Services (Instructors/Visiting Artists/ Costumers/Music/Sound and Lights) and Supplies/Materials (Costumes)

2025 Cultural Arts Grants
Annual Cycle
Timeline

Late November – 2024	Received last 23/24 HOT payment for the year
2025	
1st week of April	Begin CAG Grant Process/Update website with current guidelines/forms
April 1-9	Notification to organizations - Workshop and Application deadline
April 10	Issue Press Release – Workshop and Application deadline
April 22	Workshop Reminder email
April 28 and May 1	Conduct Grant Workshop
May 30	Deadline for submittal of Grant Applications
May 30-June 9	Process applications and deliver grant application notebooks to committee members for their review/individual scoring
June 19	Committee Meeting to develop grant recommendations
June 25	Committee recommendations to full CLI Board for approval
July 22	CLI takes recommendations to City Council for approval
July 23-24	Notify recipients of their grant award
Early August	Deadline for Revised Budgets
Mid-August	Prepare/Send out Grant Agreements for signatures
Last week of August	Deadline to return Agreements
No Later than September 15	Return Executed Grant Agreements to Grantees and Issue 60% Award Checks
Within 60 Days after Project's Ending Date	Issue Remaining 40% Award Checks to Grantees (upon receipt of final reports from Grantee on use of grant funds)

Note: CLI has another grant program, funded by CLI dollars, that has an application window of March 1-April 1 each year. Once that deadline has passed and to avoid confusion, the CAG Grant process begins. CLI tries to stay away from the application deadlines of other grant programs that local organizations apply for annually.

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Contract 18992 with Liberty Welding, Contract 18993 with Mobile Maintenance, Contract 18808 with Brundage MFG, and Contract 18994 with R&B Bearings & Hydraulics, for the fabrication and repair of City light and heavy-duty vehicles and equipment.

Item Summary

The City issued an Invitation to Bid (ITB) to request bids from vendors who could provide annual pricing for fabrication, maintenance, and repair of City heavy-duty vehicles and equipment, which includes hydraulic and welding work.

In response to ITB 25-18808-AE, the following vendors submitted bids for these services.

Vendor	Labor Rate Per Hour	Parts Markup %
Brundage MFG, Plainview, Texas	$ 70.00	10%
Mobile Maintenance, Odessa, Texas	$125.00	10%
Liberty Welding, Lubbock, Texas	$125.00	0%
R&B Bearing & Hydraulics, Lubbock, Texas	$165.00	40%

Not all vendors bid on all 5 items of the 3 categories of Class 6-9 Refuse Trucks, Roll Offs, and Dump Trucks. The detailed Bid Tab is attached.

Fleet Services staff recommend awarding a contract to all 4 vendors, to ensure vehicle service coverage throughout the City, to adequately service the City fleet of vehicles in a timely and cost-efficient manner.

The contract term is for one year, with the option of four (4) one-year renewals. Actual expenditures vary by type of vehicle and depend on actual needs. Services performed on municipal vehicles will be in accordance with established vehicle manufacturers' recommended maintenance schedules.

Fiscal Impact

Fleet Services estimate spending $500,000 on these services per year, and the contracts are funded in the Fleet Services Vehicle Maintenance Account in the Fleet 2024-25 Operating Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution
Contract - Brundage MFG LLC
Contract - Liberty Oilfield Repair and Services
Contract - Mobile Maintenance LLC
Contract - R and B Bearings and Hydrauloics Inc_
Bid Tabulation - Vehicle Fabrication and Repair
Project Summary Sheet - Fabrication and Repairs

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. 18808 with Brundage MFG, LLC, Service Contract No. 18992 with Liberty Oilfield Repair and Service, Inc., Service Contract No. 18993 with Mobile Maintenance, LLC, and Service Contract No. 18994 with R&B Bearings & Hydraulics, Inc., and the City of Lubbock, for Fleet Vehicle Fabrication and Repairs as per ITB 25-18808-AE, and related documents. Said Contracts are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsll/RES.ServiceContract X4 18808, 18992, 18993, 18994
7.11.25

City of Lubbock
Contract for
ITB 25-18808-AE
Fleet Vehicle Fabrication & Repair

THIS CONTRACT made and entered into this____day of_____, **2025**, by and between the City of Lubbock ("City"), and Brundage MFG LLC , ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Fleet Vehicle Fabrication & Repair** 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 **Fleet Vehicle Fabrication & Repair.**

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, **Fleet Vehicle Fabrication & Repair**, and more specifically referred to as **Items 1-1 through 3-5** 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 90-day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
9. Insurance Requirements

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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

Garagekeepers Legal Liability Requirements: No less than $1,000,000 per location

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/occurrence) is required with Workers Compensation.

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

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

* To Include Products of Completed Operations endorsement.

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

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

* Subcontractors must carry same limits as listed above.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

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

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

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

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

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any

person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18808-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:

Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY
Authorized Representative

Ryan Dale Brundage JR.
Print Name

2211 N. Columbia St
Address

Plainview, Tx, 79072
City, State, Zip Code

City of Lubbock, TX
ITB 25-18808-AE
Fleet Vehicle Fabrication & Repair
Specifications

INTENT

The City of Lubbock seeks bids for a one-year contract with four additional one-year extension options, to provide fabrication, maintenance and repairs of heavy vehicles and equipment including hydraulics, welding and fabricating. The successful bidder ("the Company") will provide fabrication and repairs to heavy vehicles and equipment not covered under any manufacturer's warranty, unless the Company is the authorized warranty dealer, to maintain fleet availability for the City of Lubbock. Maintenance and repairs include, but are not limited to, the following:

Fabrication of metal components
Repairs to Solid Waste refuse truck bodies
Welding
Hydraulic repairs including cylinders, pumps, etc.
Power Take-Off (PTO)

SCOPE OF WORK

1. Multiple Awards: In order to assure adequate coverage for remote locations throughout the City, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this bid; however, is an option reserved by the City, based on the needs of the City.

2. Standard Warranty: Any materials and labor provided shall carry standard warranty coverage furnished by the trade in general.

3. 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.

4. Drug and Alcohol Testing Program: Vendor shall have a Drug and Alcohol Testing Program in place.

    a. Explain how you plan to meet requirements for driver testing and safety sensitive employees. Include plan for the pre-employment, probable cause, post-accident, and random testing.
    b. List name of certified laboratory used for testing and chain of custody procedures.
    c. Attach a copy of your company's Drug Free Work Place Policy.

5. Bid Submissions: Bids will be awarded by category of vehicles and equipment. Bidders are responsible for submitting all relevant, factual and correct information with their bid. If additional sheets are attached to the bid submittal package, the bidder shall clearly cross-reference the appropriate location in the bid solicitation (i.e. page number, paragraph, subject, etc.)

6. Fabrication and Repair:

The following listing includes services and items that shall be included in your bid. These services shall include the fabrication and repairs to heavy vehicles and equipment not covered under any manufacturer's warranty, repairs to solid waste refuse truck bodies, Power Take-Off (PTO), fabrication of metal components, welding, and hydraulic repairs including cylinders, pumps, etc.

Equipment & Truck Categories

The following is a current list of Descriptions of City of Lubbock vehicles and equipment by Category which are included in this maintenance and repair contract.

- TRUCKS Class 6-7-8-9 Refuse Trucks, Roll offs, Dump trucks

Work Authorization

Vehicle shop repairs will be estimated on a per job basis with a fixed labor rate per hour as stated on the Bid Form. Prior to the start of any vehicle repair, the Company must provide a written repair estimate by a trained service advisor or technician. Estimates must include parts at the quoted cost rate. All estimates shall be at no charge to the City. The Company must obtain a work order number and authorization to perform the work from the City of Lubbock authorized Fleet Services designee before making any repairs. The Company must also obtain City approval for the type of repairs and the cost of repairs before proceeding with the work. The Company must submit a copy of the Work Order along with the Company's invoice itemizing the labor hours, hourly labor rate, supplies, cost of supplies, parts list, and price for each part.

The Work Order must contain the V number assigned by the City, the VIN number, the current license plate number, and the current vehicle mileage or hours. If any of the information is missing or incorrect, the Company will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

Approval Procedures

Approval for maintenance and repairs on all vehicles shall be as follows: Repairs up to $1,000 shall be verbally approved by an authorized Fleet Services designee. Repairs from $1,000 to $2,500 must have written approval from an authorized Fleet Services designee. Repairs over $2,500 must have written approval from an authorized Fleet Services designee and Director of Fleet Services. If any repairs are completed without proper authorization, the Company will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

Repair Time Notifications

The Company must make a determination of the repairs, costs and times and notify the City within 24-hours after receiving the vehicle or equipment.

Invoices

Invoices will show only the cost rates indicated on the Bid Form. Any additional charges or fees not listed will be disallowed from any invoice. Vehicle shop repairs will be billed per the approved estimate. An individual Work Order shall be issued for vehicle shop repairs. No delivery or repair shall be performed without proper authorization. Invoices for parts purchased by the Company for all

repairs to City vehicles and equipment will be made available for inspection by a City representative upon request. Invoices must display the company name imprinted on the face, the parts purchased and the date of the purchase. Repair invoices should match the parts invoice when there were replacement parts required for the repair. If a request is submitted by the City to review a particular invoice, that request will be met within 24 hours from the time of the request.

Parts, Supplies and Services

The Company must use their own parts and/or supplies in completing all repairs. No City parts or supplies will be issued by the City Garage to the Company. The Company's invoice must include charges for all parts, supplies, and services used in making repairs. The Company must return all parts that were removed and replaced during the repair of the vehicle or equipment upon completion of the repair(s) and the parts must accompany the vehicle or equipment. The Company is responsible for all core returns and credits.

Repeat Repairs

The vendor will be responsible for correcting all previous repairs performed by the vendor that were incorrectly repaired or the repair failed to correct the reported deficiency. The vendor will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, the vendor shall open a new vendor work order. The new vendor work order must indicate on the work order "repeat" or "return" work. Copies of the original City and vendor work orders and any applicable invoices shall be attached to the new work order.

Pick-Up and Delivery

The bidder's bid may include a separate price for pick-up and delivery of heavy vehicles or equipment. The bidder must indicate on the Bid Form the additional charge, if any, for this pick -up and delivery service. The City reserves the right to use this service as needed. Vehicles must be picked up by City personnel or delivered to a City location within 24-hours after the vehicle has been repaired.

Vehicle Pickup

The Company is responsible for any damage to the vehicle or equipment while in the Company's control. The City shall be responsible for damages after the vehicle or equipment has been delivered to a City representative and said representative has inspected the vehicle or equipment and has verified that no damage occurred during the repair process. In the event that a vehicle is scheduled to be picked up from the City for repairs, the vehicle will be:

1. Picked up by tow vehicle/wrecker, or

2. Driven to the repair destination by a licensed and insured individual representing the Company.

Special Requirements:

1. Company to provide secure shelter (locked fence) for City vehicles.

2. Estimate must be submitted to Fleet Services within 24-hour period of request.

3. All furnished parts must be OEM or OEM re-cycled parts unless approved by Fleet Services.

4. All repairs shall be warranted for a period of 12 months or 12,000 miles

City of Lubbock
ITB 25-18808-AE
Fleet Vehicle Fabrication Repairs
Bid Form

#	Item Description	Quantity Required (+/-)	Location Total	Brundage MFG Plainview, TX $210.00	
			UOM	Unit Price	Total Cost
1	Class 6-9 Refuse Trucks				
#1-1	Labor Rate per Hour	1	Per HR	70.00	70.00
#1-2	Service Calls	1	Per HR	No Bid	No Bid
#1-3	Service Calls	1	Per Mile	No Bid	No Bid
#1-4	OPTIONAL: Tow Service	1	Per Mile	No Bid	No Bid
#1-5	Parts Markup	1	Percentage	10%	10%
2	Roll Offs				
#2-1	Labor Rate per Hour	1	Per HR	70.00	70.00
#2-2	Service Calls	1	Per HR	No Bid	No Bid
#2-3	Service Calls	1	Per Mile	No Bid	No Bid
#2-4	OPTIONAL: Tow Service	1	Per Mile	No Bid	No Bid
#2-5	Parts Markup	1	Percentage	10%	10%
3	Additional Services				
#3-1	Labor Rate per Hour	1	Per HR	70.00	70.00
#3-2	Service Calls	1	Per HR	No Bid	No Bid
#3-3	Service Calls	1	Per Mile	No Bid	No Bid
#3-4	OPTIONAL: Tow Service	1	Per Mile	No Bid	No Bid
#3-5	Parts Markup	1	Percentage	10%	10%

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 0 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 ✓ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____

SUSPENSION AND DEBARMENT CERTIFICATION

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

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

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

TEXAS GOVERNMENT CODE SECTION 2271.002

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

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

TEXAS GOVERNMENT CODE 2274

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

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

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

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

INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as information as indicated, may results 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 Brundage MFG. LLC. a

corporation organized under the laws of the State of Texas, or a partnership consisting of

LLC. or individual trading as _____ of

the City of _____

Tax ID No.: 85-3813246

Address: 2211 N. Columbia St.

City: Plainview State: TX Zip: 79072

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

Please complete the information below.

By _____ Date: 2025/05/22

Authorized Representative - must sign by hand

Officer Name and Title: Ryan Dale Brundage, JR. Owner

Business Telephone Number 806-773-3691 FAX: _____

E-mail Address: rrbrundage@gmail.com

City of Lubbock
Contract for
ITB 25-18808-AE
Fleet Vehicle Fabrication & Repair

THIS CONTRACT made and entered into this____day of_____, **2025**, by and between the City of Lubbock ("City"), and___Liberty Oilfield Repair and Service Inc. DBA Liberty Welding___, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Fleet Vehicle Fabrication & Repair** 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 **Fleet Vehicle Fabrication & Repair.**

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, **Fleet Vehicle Fabrication & Repair**, and more specifically referred to as **Items 1-1 through 3-5** 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 90-day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
9. Insurance Requirements

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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

Garagekeepers Legal Liability Requirements: No less than $1,000,000 per location

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/occurrence) is required with Workers Compensation.

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

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

* To Include Products of Completed Operations endorsement.

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

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

* Subcontractors must carry same limits as listed above.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

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

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

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

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

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any

person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18808-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:

Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

BENJAMIN RAY LOCK

Print Name

1205 N. AVE T

Address

Lubbock TX 79415

City, State, Zip Code

City of Lubbock, TX
ITB 25-18808-AE
Fleet Vehicle Fabrication & Repair
Specifications

INTENT

The City of Lubbock seeks bids for a one-year contract with four additional one-year extension options, to provide fabrication, maintenance and repairs of heavy vehicles and equipment including hydraulics, welding and fabricating. The successful bidder ("the Company") will provide fabrication and repairs to heavy vehicles and equipment not covered under any manufacturer's warranty, unless the Company is the authorized warranty dealer, to maintain fleet availability for the City of Lubbock. Maintenance and repairs include, but are not limited to, the following:

Fabrication of metal components
Repairs to Solid Waste refuse truck bodies
Welding
Hydraulic repairs including cylinders, pumps, etc.
Power Take-Off (PTO)

SCOPE OF WORK

1. Multiple Awards: In order to assure adequate coverage for remote locations throughout the City, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this bid; however, is an option reserved by the City, based on the needs of the City.

2. Standard Warranty: Any materials and labor provided shall carry standard warranty coverage furnished by the trade in general.

3. 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.

4. Drug and Alcohol Testing Program: Vendor shall have a Drug and Alcohol Testing Program in place.

    a. Explain how you plan to meet requirements for driver testing and safety sensitive employees. Include plan for the pre-employment, probable cause, post-accident, and random testing.
    b. List name of certified laboratory used for testing and chain of custody procedures.
    c. Attach a copy of your company's Drug Free Work Place Policy.

5. Bid Submissions: Bids will be awarded by category of vehicles and equipment. Bidders are responsible for submitting all relevant, factual and correct information with their bid. If additional sheets are attached to the bid submittal package, the bidder shall clearly cross-reference the appropriate location in the bid solicitation (i.e. page number, paragraph, subject, etc.)

6. Fabrication and Repair:

The following listing includes services and items that shall be included in your bid. These services shall include the fabrication and repairs to heavy vehicles and equipment not covered under any manufacturer's warranty, repairs to solid waste refuse truck bodies, Power Take-Off (PTO), fabrication of metal components, welding, and hydraulic repairs including cylinders, pumps, etc.

Equipment & Truck Categories

The following is a current list of Descriptions of City of Lubbock vehicles and equipment by Category which are included in this maintenance and repair contract.

- TRUCKS Class 6-7-8-9 Refuse Trucks, Roll offs, Dump trucks

Work Authorization

Vehicle shop repairs will be estimated on a per job basis with a fixed labor rate per hour as stated on the Bid Form. Prior to the start of any vehicle repair, the Company must provide a written repair estimate by a trained service advisor or technician. Estimates must include parts at the quoted cost rate. All estimates shall be at no charge to the City. The Company must obtain a work order number and authorization to perform the work from the City of Lubbock authorized Fleet Services designee before making any repairs. The Company must also obtain City approval for the type of repairs and the cost of repairs before proceeding with the work. The Company must submit a copy of the Work Order along with the Company's invoice itemizing the labor hours, hourly labor rate, supplies, cost of supplies, parts list, and price for each part.

The Work Order must contain the V number assigned by the City, the VIN number, the current license plate number, and the current vehicle mileage or hours. If any of the information is missing or incorrect, the Company will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

Approval Procedures

Approval for maintenance and repairs on all vehicles shall be as follows: Repairs up to $1,000 shall be verbally approved by an authorized Fleet Services designee. Repairs from $1,000 to $2,500 must have written approval from an authorized Fleet Services designee. Repairs over $2,500 must have written approval from an authorized Fleet Services designee and Director of Fleet Services. If any repairs are completed without proper authorization, the Company will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

Repair Time Notifications

The Company must make a determination of the repairs, costs and times and notify the City within 24-hours after receiving the vehicle or equipment.

Invoices

Invoices will show only the cost rates indicated on the Bid Form. Any additional charges or fees not listed will be disallowed from any invoice. Vehicle shop repairs will be billed per the approved estimate. An individual Work Order shall be issued for vehicle shop repairs. No delivery or repair shall be performed without proper authorization. Invoices for parts purchased by the Company for all

repairs to City vehicles and equipment will be made available for inspection by a City representative upon request. Invoices must display the company name imprinted on the face, the parts purchased and the date of the purchase. Repair invoices should match the parts invoice when there were replacement parts required for the repair. If a request is submitted by the City to review a particular invoice, that request will be met within 24 hours from the time of the request.

Parts, Supplies and Services

The Company must use their own parts and/or supplies in completing all repairs. No City parts or supplies will be issued by the City Garage to the Company. The Company's invoice must include charges for all parts, supplies, and services used in making repairs. The Company must return all parts that were removed and replaced during the repair of the vehicle or equipment upon completion of the repair(s) and the parts must accompany the vehicle or equipment. The Company is responsible for all core returns and credits.

Repeat Repairs

The vendor will be responsible for correcting all previous repairs performed by the vendor that were incorrectly repaired or the repair failed to correct the reported deficiency. The vendor will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, the vendor shall open a new vendor work order. The new vendor work order must indicate on the work order "repeat" or "return" work. Copies of the original City and vendor work orders and any applicable invoices shall be attached to the new work order.

Pick-Up and Delivery

The bidder's bid may include a separate price for pick-up and delivery of heavy vehicles or equipment. The bidder must indicate on the Bid Form the additional charge, if any, for this pick -up and delivery service. The City reserves the right to use this service as needed. Vehicles must be picked up by City personnel or delivered to a City location within 24-hours after the vehicle has been repaired.

Vehicle Pickup

The Company is responsible for any damage to the vehicle or equipment while in the Company's control. The City shall be responsible for damages after the vehicle or equipment has been delivered to a City representative and said representative has inspected the vehicle or equipment and has verified that no damage occurred during the repair process. In the event that a vehicle is scheduled to be picked up from the City for repairs, the vehicle will be:

1. Picked up by tow vehicle/wrecker, or

2. Driven to the repair destination by a licensed and insured individual representing the Company.

Special Requirements:

1. Company to provide secure shelter (locked fence) for City vehicles.

2. Estimate must be submitted to Fleet Services within 24-hour period of request.

3. All furnished parts must be OEM or OEM re-cycled parts unless approved by Fleet Services.

4. All repairs shall be warranted for a period of 12 months or 12,000 miles

City of Lubbock
ITB 25-18808-AE
Fleet Vehicle Fabrication Repairs
Bid Form

#	Item Description	Quantity Required (+/-)	UOM	Liberty Welding Location Total Lubbock, TX $780.00 Unit Price	Total Cost
1	Class 6-9 Refuse Trucks				
#1-1	Labor Rate per Hour	1	Per HR	125.00	125.00
#1-2	Service Calls	1	Per HR	135.00	135.00
#1-3	Service Calls	1	Per Mile	No Bid	No Bid
#1-4	OPTIONAL: Tow Service	1	Per Mile	No Bid	No Bid
#1-5	Parts Markup	1	Percentage	0%	0%
2	Roll Offs				
#2-1	Labor Rate per Hour	1	Per HR	125.00	125.00
#2-2	Service Calls	1	Per HR	135.00	135.00
#2-3	Service Calls	1	Per Mile	No Bid	No Bid
#2-4	OPTIONAL: Tow Service	1	Per Mile	No Bid	No Bid
#2-5	Parts Markup	1	Percentage	0%	0%
3	Additional Services				
#3-1	Labor Rate per Hour	1	Per HR	125.00	125.00
#3-2	Service Calls	1	Per HR	135.00	135.00
#3-3	Service Calls	1	Per Mile	No Bid	No Bid
#3-4	OPTIONAL: Tow Service	1	Per Mile	No Bid	No Bid
#3-5	Parts Markup	1	Percentage	0%	0%

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

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of _____%, net _____calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES X NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____

SUSPENSION AND DEBARMENT CERTIFICATION

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

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

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

TEXAS GOVERNMENT CODE SECTION 2271.002

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

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

TEXAS GOVERNMENT CODE 2274

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

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

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

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

INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as information as indicated, may results 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 LIBERTY OILFIED REPAIR AND SERVICE INC 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.: 1-75-1762271-2

Address: 1205 N. AVE T

City: Lubbock State: TEXAS Zip: 79415

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

Please complete the information below.

By Benjamin Ray Lorck Date: 5-23-25
Authorized Representative - must sign by hand

Officer Name and Title: BENJAMIN RAY LORCK PRESIDENT

Business Telephone Number 806 747 9450 FAX: 806 747.1894

E-mail Address: libertywelding.ben@gmail.com

City of Lubbock
Contract for
ITB 25-18808-AE
Fleet Vehicle Fabrication & Repair

THIS CONTRACT made and entered into this____day of_____, **2025**, by and between the City of Lubbock ("City"), and Mobile Maintenance, LLC, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Fleet Vehicle Fabrication & Repair** 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 **Fleet Vehicle Fabrication & Repair.**

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, **Fleet Vehicle Fabrication & Repair**, and more specifically referred to as **Items 1-1 through 3-5** 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 90-day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
9. Insurance Requirements

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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

Garagekeepers Legal Liability Requirements: No less than $1,000,000 per location

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/occurrence) is required with Workers Compensation.

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

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

* To Include Products of Completed Operations endorsement.

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

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

* Subcontractors must carry same limits as listed above.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

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

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

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

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

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any

person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18808-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:

Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Marc Carosielli

Print Name

4041 S County Rd W

Address

Odessa Tx. 79766

City, State, Zip Code

City of Lubbock, TX
ITB 25-18808-AE
Fleet Vehicle Fabrication & Repair
Specifications

INTENT

The City of Lubbock seeks bids for a one-year contract with four additional one-year extension options, to provide fabrication, maintenance and repairs of heavy vehicles and equipment including hydraulics, welding and fabricating. The successful bidder ("the Company") will provide fabrication and repairs to heavy vehicles and equipment not covered under any manufacturer's warranty, unless the Company is the authorized warranty dealer, to maintain fleet availability for the City of Lubbock. Maintenance and repairs include, but are not limited to, the following:

Fabrication of metal components
Repairs to Solid Waste refuse truck bodies
Welding
Hydraulic repairs including cylinders, pumps, etc.
Power Take-Off (PTO)

SCOPE OF WORK

1. Multiple Awards: In order to assure adequate coverage for remote locations throughout the City, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this bid; however, is an option reserved by the City, based on the needs of the City.

2. Standard Warranty: Any materials and labor provided shall carry standard warranty coverage furnished by the trade in general.

3. 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.

4. Drug and Alcohol Testing Program: Vendor shall have a Drug and Alcohol Testing Program in place.

    a. Explain how you plan to meet requirements for driver testing and safety sensitive employees. Include plan for the pre-employment, probable cause, post-accident, and random testing.
    b. List name of certified laboratory used for testing and chain of custody procedures.
    c. Attach a copy of your company's Drug Free Work Place Policy.

5. Bid Submissions: Bids will be awarded by category of vehicles and equipment. Bidders are responsible for submitting all relevant, factual and correct information with their bid. If additional sheets are attached to the bid submittal package, the bidder shall clearly cross-reference the appropriate location in the bid solicitation (i.e. page number, paragraph, subject, etc.)

6. Fabrication and Repair:

The following listing includes services and items that shall be included in your bid. These services shall include the fabrication and repairs to heavy vehicles and equipment not covered under any manufacturer's warranty, repairs to solid waste refuse truck bodies, Power Take-Off (PTO), fabrication of metal components, welding, and hydraulic repairs including cylinders, pumps, etc.

Equipment & Truck Categories

The following is a current list of Descriptions of City of Lubbock vehicles and equipment by Category which are included in this maintenance and repair contract.

- TRUCKS Class 6-7-8-9 Refuse Trucks, Roll offs, Dump trucks

Work Authorization

Vehicle shop repairs will be estimated on a per job basis with a fixed labor rate per hour as stated on the Bid Form. Prior to the start of any vehicle repair, the Company must provide a written repair estimate by a trained service advisor or technician. Estimates must include parts at the quoted cost rate. All estimates shall be at no charge to the City. The Company must obtain a work order number and authorization to perform the work from the City of Lubbock authorized Fleet Services designee before making any repairs. The Company must also obtain City approval for the type of repairs and the cost of repairs before proceeding with the work. The Company must submit a copy of the Work Order along with the Company's invoice itemizing the labor hours, hourly labor rate, supplies, cost of supplies, parts list, and price for each part.

The Work Order must contain the V number assigned by the City, the VIN number, the current license plate number, and the current vehicle mileage or hours. If any of the information is missing or incorrect, the Company will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

Approval Procedures

Approval for maintenance and repairs on all vehicles shall be as follows: Repairs up to $1,000 shall be verbally approved by an authorized Fleet Services designee. Repairs from $1,000 to $2,500 must have written approval from an authorized Fleet Services designee. Repairs over $2,500 must have written approval from an authorized Fleet Services designee and Director of Fleet Services. If any repairs are completed without proper authorization, the Company will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

Repair Time Notifications

The Company must make a determination of the repairs, costs and times and notify the City within 24-hours after receiving the vehicle or equipment.

Invoices

Invoices will show only the cost rates indicated on the Bid Form. Any additional charges or fees not listed will be disallowed from any invoice. Vehicle shop repairs will be billed per the approved estimate. An individual Work Order shall be issued for vehicle shop repairs. No delivery or repair shall be performed without proper authorization. Invoices for parts purchased by the Company for all

repairs to City vehicles and equipment will be made available for inspection by a City representative upon request. Invoices must display the company name imprinted on the face, the parts purchased and the date of the purchase. Repair invoices should match the parts invoice when there were replacement parts required for the repair. If a request is submitted by the City to review a particular invoice, that request will be met within 24 hours from the time of the request.

Parts, Supplies and Services

The Company must use their own parts and/or supplies in completing all repairs. No City parts or supplies will be issued by the City Garage to the Company. The Company's invoice must include charges for all parts, supplies, and services used in making repairs. The Company must return all parts that were removed and replaced during the repair of the vehicle or equipment upon completion of the repair(s) and the parts must accompany the vehicle or equipment. The Company is responsible for all core returns and credits.

Repeat Repairs

The vendor will be responsible for correcting all previous repairs performed by the vendor that were incorrectly repaired or the repair failed to correct the reported deficiency. The vendor will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, the vendor shall open a new vendor work order. The new vendor work order must indicate on the work order "repeat" or "return" work. Copies of the original City and vendor work orders and any applicable invoices shall be attached to the new work order.

Pick-Up and Delivery

The bidder's bid may include a separate price for pick-up and delivery of heavy vehicles or equipment. The bidder must indicate on the Bid Form the additional charge, if any, for this pick -up and delivery service. The City reserves the right to use this service as needed. Vehicles must be picked up by City personnel or delivered to a City location within 24-hours after the vehicle has been repaired.

Vehicle Pickup

The Company is responsible for any damage to the vehicle or equipment while in the Company's control. The City shall be responsible for damages after the vehicle or equipment has been delivered to a City representative and said representative has inspected the vehicle or equipment and has verified that no damage occurred during the repair process. In the event that a vehicle is scheduled to be picked up from the City for repairs, the vehicle will be:

1. Picked up by tow vehicle/wrecker, or

2. Driven to the repair destination by a licensed and insured individual representing the Company.

Special Requirements:

1. Company to provide secure shelter (locked fence) for City vehicles.

2. Estimate must be submitted to Fleet Services within 24-hour period of request.

3. All furnished parts must be OEM or OEM re-cycled parts unless approved by Fleet Services.

4. All repairs shall be warranted for a period of 12 months or 12,000 miles

City of Lubbock
ITB 25-18808-AE
Fleet Vehicle Fabrication Repairs
Bid Form

#	Item Description	Quantity Required (+/-)	UOM	Location Total	Mobile Maintenance Odessa, TX $750.00	
					Unit Price	Total Cost
1	Class 6-9 Refuse Trucks					
#1-1	Labor Rate per Hour	1	Per HR		125.00	125.00
#1-2	Service Calls	1	Per HR		125.00	125.00
#1-3	Service Calls	1	Per Mile		-	-
#1-4	OPTIONAL: Tow Service	1	Per Mile		No Bid	No Bid
#1-5	Parts Markup	1	Percentage		10%	10%
2	Roll Offs					
#2-1	Labor Rate per Hour	1	Per HR		125.00	125.00
#2-2	Service Calls	1	Per HR		125.00	125.00
#2-3	Service Calls	1	Per Mile		-	-
#2-4	OPTIONAL: Tow Service	1	Per Mile		No Bid	No Bid
#2-5	Parts Markup	1	Percentage		10%	10%
3	Additional Services					
#3-1	Labor Rate per Hour	1	Per HR		125.00	125.00
#3-2	Service Calls	1	Per HR		125.00	125.00
#3-3	Service Calls	1	Per Mile		-	-
#3-4	OPTIONAL: Tow Service	1	Per Mile		No Bid	No Bid
#3-5	Parts Markup	1	Percentage		10%	10%

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 0 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 ✓_____ 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. 0001 Date 05/28/25
Addenda No._____ Date_____
Addenda No._____ Date_____
Addenda No._____ Date_____

SUSPENSION AND DEBARMENT CERTIFICATION

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

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

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

TEXAS GOVERNMENT CODE SECTION 2271.002

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

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

TEXAS GOVERNMENT CODE 2274

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

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

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

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

INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as information as indicated, may results 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 Mobile Maintenance, LLC a

corporation organized under the laws of the State of Texas, or a partnership consisting of

_____ or individual trading as _____ of

the City of Odessa

Tax ID No.: 20-0770299

Address: 4041 S. County Road W

City: Odessa State: Texas Zip: 79766

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

Please complete the information below.

By _____ Date: 06/03/2025

Authorized Representative - must sign by hand

Officer Name and Title: Chad Harlow, Chief Executive Officer

Business Telephone Number (432) 276-7729 FAX: _____

E-mail Address: chad@mobile-maintenance.com

City of Lubbock
Contract for
ITB 25-18808-AE
Fleet Vehicle Fabrication & Repair

THIS CONTRACT made and entered into this____day of_____, **2025**, by and between the City of Lubbock ("City"), and R&B Bearings & Hydraulics, Inc., ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Fleet Vehicle Fabrication & Repair** 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 **Fleet Vehicle Fabrication & Repair.**

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, **Fleet Vehicle Fabrication & Repair**, and more specifically referred to as **Items 1-1 through 3-5** 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 90-day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
9. Insurance Requirements

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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

Garagekeepers Legal Liability Requirements: No less than $1,000,000 per location

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/occurrence) is required with Workers Compensation.

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

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

* To Include Products of Completed Operations endorsement.

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

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

* Subcontractors must carry same limits as listed above.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

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

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

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

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

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

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any

person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18808-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:

Dominic Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Jim Lara Jr.

Print Name

9102 N. Ave 20

Address

Lubbock TX 79403

City, State, Zip Code

City of Lubbock, TX
ITB 25-18808-AE
Fleet Vehicle Fabrication & Repair
Specifications

INTENT

The City of Lubbock seeks bids for a one-year contract with four additional one-year extension options, to provide fabrication, maintenance and repairs of heavy vehicles and equipment including hydraulics, welding and fabricating. The successful bidder ("the Company") will provide fabrication and repairs to heavy vehicles and equipment not covered under any manufacturer's warranty, unless the Company is the authorized warranty dealer, to maintain fleet availability for the City of Lubbock. Maintenance and repairs include, but are not limited to, the following:

Fabrication of metal components
Repairs to Solid Waste refuse truck bodies
Welding
Hydraulic repairs including cylinders, pumps, etc.
Power Take-Off (PTO)

SCOPE OF WORK

1. Multiple Awards: In order to assure adequate coverage for remote locations throughout the City, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this bid; however, is an option reserved by the City, based on the needs of the City.

2. Standard Warranty: Any materials and labor provided shall carry standard warranty coverage furnished by the trade in general.

3. 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.

4. Drug and Alcohol Testing Program: Vendor shall have a Drug and Alcohol Testing Program in place.

    a. Explain how you plan to meet requirements for driver testing and safety sensitive employees. Include plan for the pre-employment, probable cause, post-accident, and random testing.
    b. List name of certified laboratory used for testing and chain of custody procedures.
    c. Attach a copy of your company's Drug Free Work Place Policy.

5. Bid Submissions: Bids will be awarded by category of vehicles and equipment. Bidders are responsible for submitting all relevant, factual and correct information with their bid. If additional sheets are attached to the bid submittal package, the bidder shall clearly cross-reference the appropriate location in the bid solicitation (i.e. page number, paragraph, subject, etc.)

6. Fabrication and Repair:

The following listing includes services and items that shall be included in your bid. These services shall include the fabrication and repairs to heavy vehicles and equipment not covered under any manufacturer's warranty, repairs to solid waste refuse truck bodies, Power Take-Off (PTO), fabrication of metal components, welding, and hydraulic repairs including cylinders, pumps, etc.

Equipment & Truck Categories

The following is a current list of Descriptions of City of Lubbock vehicles and equipment by Category which are included in this maintenance and repair contract.

- TRUCKS Class 6-7-8-9 Refuse Trucks, Roll offs, Dump trucks

Work Authorization

Vehicle shop repairs will be estimated on a per job basis with a fixed labor rate per hour as stated on the Bid Form. Prior to the start of any vehicle repair, the Company must provide a written repair estimate by a trained service advisor or technician. Estimates must include parts at the quoted cost rate. All estimates shall be at no charge to the City. The Company must obtain a work order number and authorization to perform the work from the City of Lubbock authorized Fleet Services designee before making any repairs. The Company must also obtain City approval for the type of repairs and the cost of repairs before proceeding with the work. The Company must submit a copy of the Work Order along with the Company's invoice itemizing the labor hours, hourly labor rate, supplies, cost of supplies, parts list, and price for each part.

The Work Order must contain the V number assigned by the City, the VIN number, the current license plate number, and the current vehicle mileage or hours. If any of the information is missing or incorrect, the Company will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

Approval Procedures

Approval for maintenance and repairs on all vehicles shall be as follows: Repairs up to $1,000 shall be verbally approved by an authorized Fleet Services designee. Repairs from $1,000 to $2,500 must have written approval from an authorized Fleet Services designee. Repairs over $2,500 must have written approval from an authorized Fleet Services designee and Director of Fleet Services. If any repairs are completed without proper authorization, the Company will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

Repair Time Notifications

The Company must make a determination of the repairs, costs and times and notify the City within 24-hours after receiving the vehicle or equipment.

Invoices

Invoices will show only the cost rates indicated on the Bid Form. Any additional charges or fees not listed will be disallowed from any invoice. Vehicle shop repairs will be billed per the approved estimate. An individual Work Order shall be issued for vehicle shop repairs. No delivery or repair shall be performed without proper authorization. Invoices for parts purchased by the Company for all

repairs to City vehicles and equipment will be made available for inspection by a City representative upon request. Invoices must display the company name imprinted on the face, the parts purchased and the date of the purchase. Repair invoices should match the parts invoice when there were replacement parts required for the repair. If a request is submitted by the City to review a particular invoice, that request will be met within 24 hours from the time of the request.

Parts, Supplies and Services

The Company must use their own parts and/or supplies in completing all repairs. No City parts or supplies will be issued by the City Garage to the Company. The Company's invoice must include charges for all parts, supplies, and services used in making repairs. The Company must return all parts that were removed and replaced during the repair of the vehicle or equipment upon completion of the repair(s) and the parts must accompany the vehicle or equipment. The Company is responsible for all core returns and credits.

Repeat Repairs

The vendor will be responsible for correcting all previous repairs performed by the vendor that were incorrectly repaired or the repair failed to correct the reported deficiency. The vendor will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, the vendor shall open a new vendor work order. The new vendor work order must indicate on the work order "repeat" or "return" work. Copies of the original City and vendor work orders and any applicable invoices shall be attached to the new work order.

Pick-Up and Delivery

The bidder's bid may include a separate price for pick-up and delivery of heavy vehicles or equipment. The bidder must indicate on the Bid Form the additional charge, if any, for this pick -up and delivery service. The City reserves the right to use this service as needed. Vehicles must be picked up by City personnel or delivered to a City location within 24-hours after the vehicle has been repaired.

Vehicle Pickup

The Company is responsible for any damage to the vehicle or equipment while in the Company's control. The City shall be responsible for damages after the vehicle or equipment has been delivered to a City representative and said representative has inspected the vehicle or equipment and has verified that no damage occurred during the repair process. In the event that a vehicle is scheduled to be picked up from the City for repairs, the vehicle will be:

1. Picked up by tow vehicle/wrecker, or

2. Driven to the repair destination by a licensed and insured individual representing the Company.

Special Requirements:

1. Company to provide secure shelter (locked fence) for City vehicles.

2. Estimate must be submitted to Fleet Services within 24-hour period of request.

3. All furnished parts must be OEM or OEM re-cycled parts unless approved by Fleet Services.

4. All repairs shall be warranted for a period of 12 months or 12,000 miles

City of Lubbock
ITB 25-18808-AE
Fleet Vehicle Fabrication Repairs
Bid Form

#	Item Description	Quantity Required (+/-)	UOM	R&B Bearing & Hydraulics Location Total Lubbock, TX $495.00 Unit Price	 Total Cost
1	Class 6-9 Refuse Trucks				
#1-1	Labor Rate per Hour	1	Per HR	165.00	165.00
#1-2	Service Calls	1	Per HR	No Bid	No Bid
#1-3	Service Calls	1	Per Mile	No Bid	No Bid
#1-4	OPTIONAL: Tow Service	1	Per Mile	No Bid	No Bid
#1-5	Parts Markup	1	Percentage	40%	40%
2	Roll Offs				
#2-1	Labor Rate per Hour	1	Per HR	165.00	165.00
#2-2	Service Calls	1	Per HR	No Bid	No Bid
#2-3	Service Calls	1	Per Mile	No Bid	No Bid
#2-4	OPTIONAL: Tow Service	1	Per Mile	No Bid	No Bid
#2-5	Parts Markup	1	Percentage	40%	40%
3	Additional Services				
#3-1	Labor Rate per Hour	1	Per HR	165.00	165.00
#3-2	Service Calls	1	Per HR	No Bid	No Bid
#3-3	Service Calls	1	Per Mile	No Bid	No Bid
#3-4	OPTIONAL: Tow Service	1	Per Mile	No Bid	No Bid
#3-5	Parts Markup	1	Percentage	40%	40%

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 %, 15 net 30 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 ✓ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____

SUSPENSION AND DEBARMENT CERTIFICATION

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

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

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

TEXAS GOVERNMENT CODE SECTION 2271.002

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

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

TEXAS GOVERNMENT CODE 2274

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

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

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

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

INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as information as indicated, may results 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 R:B Bearings : Hydraulics, Inc 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.: 75-2295402

Address: 1002 N. Ave Q Dr.

City: Lubbock State: Texas Zip: 79403

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

Please complete the information below.

By Juanita Lara Date: _____

Authorized Representative - must sign by hand

Officer Name and Title: Juanita Lara - Vice President

Business Telephone Number 806-765-6389 FAX: 806-765-6244

E-mail Address: randbhyd80L@gmail.com

City of Lubbock, TX
Bid Tabulation

ITB 25-18551-AE
TITLE: Fleet Vehicle Fabrication & Repairs
Opening Date: June 05, 2025 at 3PM CST
Dept.: Fleet

				Liberty Welding		Mobile Maintenance		Brundage MFG		R&B Bearing & Hydraulics	
				Lubbock, TX		Odessa, TX		Plainview, TX		Lubbock, TX	
#	Items	Qty (+/-)	UoM	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Price	Extended Cost
1	Class 6-9 Refuse Trucks										
#1-1	Labor Rate per Hour	1	Per HR	125.00	125.00	125.00	125.00	70.00	70.00	165.00	165.00
#1-2	Service Calls	1	Per HR	135.00	135.00	125.00	125.00	No Bid	No Bid	No Bid	No Bid
#1-3	Service Calls	1	Per Mile	No Bid	No Bid	-	-	No Bid	No Bid	No Bid	No Bid
#1-4	OPTIONAL: Tow Service	1	Per Mile	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#1-5	Parts Markup	1	Percentage	0%	0%	10%	10%	10%	10%	40%	40%
2	Roll Offs										
#2-1	Labor Rate per Hour	1	Per HR	125.00	125.00	125.00	125.00	70.00	70.00	165.00	165.00
#2-2	Service Calls	1	Per HR	135.00	135.00	125.00	125.00	No Bid	No Bid	No Bid	No Bid
#2-3	Service Calls	1	Per Mile	No Bid	No Bid	-	-	No Bid	No Bid	No Bid	No Bid
#2-4	OPTIONAL: Tow Service	1	Per Mile	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#2-5	Parts Markup	1	Percentage	0%	0%	10%	10%	10%	10%	40%	40%
3	Dump Trucks										
#3-1	Labor Rate per Hour	1	Per HR	125.00	125.00	125.00	125.00	70.00	70.00	165.00	165.00
#3-2	Service Calls	1	Per HR	135.00	135.00	125.00	125.00	No Bid	No Bid	No Bid	No Bid
#3-3	Service Calls	1	Per Mile	No Bid	No Bid	-	-	No Bid	No Bid	No Bid	No Bid
#3-4	OPTIONAL: Tow Service	1	Per Mile	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#3-5	Parts Markup	1	Percentage	0%	0%	10%	10%	10%	10%	40%	40%
	Total (Items 1-1 through 3-5)			$	780.00	$	750.00	$	210.00	$	495.00

Purchasing and Contract Management

Project Summary

ITB 25-18808-AE
Fleet Vehicle Fabrication and Repair

Notice was published in the Lubbock Avalanche Journal on May 11 & May 18, 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 May 11 to May 29, 2025.
1 individual attended the pre-bid meeting.
16 vendors downloaded the documents using Bonfire.com.
5 vendors were notified separately.
4 vendors submitted bid(s).

AI# 13610

Regular City Council Meeting **6. 21.**

07/22/2025:

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute Purchase Order 10028656, with Galls, LLC, for the purchase of ballistic shields for the Lubbock Police Department.

Item Summary

These ballistic shields are made of advanced composite materials designed to offer lightweight yet durable protection. The view port provides enhanced situational awareness, and the lighting options provide improved visibility in low-light conditions. The shields will be dispersed to the LPD Special Response Group, LPD Swat Team and at LPD Division Stations according to need.

The purchase of 13 PBE Vanguard Level III 20x30 ballistic shields with view port and lights is made through the BuyBoard purchasing Co-Operative Contract 670-22. The ballistic shields are being purchased using grant funding from the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Fiscal Impact

Purchase Order 10028565 for $96166.72, with Galls, LLC, is funded with the 2024 Edward Byrne Memorial Justice Assistance Grant, which is included in the Police Department Operating Budget.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution GALLS

Purchase Order GALLS

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 10028656, for the purchase of a ballistic shields for the Lubbock Police Department, as per BuyBoard Contract 670-22, by and between the City of Lubbock and Galls, LLC of Lexington, Kentucky, and all related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Seth Herman, Chief of Police

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

RES.PO 10028656-Galls, LLC Ballistic Shields
6.27.25

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 6/25/2025
Order Number 10028656 000 OP
Branch/Plant 5735

TO: GALLS LLC
1340 RUSSELL CAVE ROAD
LEXINGTON KY 40502

SHIP TO: CITY OF LUBBOCK
POLICE DEPARTMENT
1205 15 ST.
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 6/25/2025 Freight .
Requested 8/5/2025 Taken By S RIVERA
Delivery L PEDERSON REQ 63389 PUR 18973/BUYBOARD 670-22

If you have any questions, please contact Lisa Pederson: LPederson@mylubbock.us 806-775-2765

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
PBE VANGUARD LEVEL III 20X30	13.000	7,387.4400	EA	96,036.72	8/5/2025
BP3768 BLK BALLISTIC SHIELD W/VIEW AND LI					
Shipping	1.000	130.0000	EA	130.00	8/5/2025
SHIPPING					
				Total Order	
Terms NET 30				96,166.72	

This purchase order encumbers funds in the amount of $96,166.72 awarded to Galls, LLC of Lexington, KY, on July 8, 2025. The following is incorporated into and made part of this purchase order by reference: Quote dated June 5, 2025, from Galls, LLC. of Lexington, KY, and BuyBoard Contract 670-22.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

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

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Quote

Customer: (5288777) CITY OF LUBBOCK POLICE
Date: 06/05/2025
Sales Rep: MEGAN WILLIAMS

Page 1 of 1
Quote Number: 29601948
Quote Expiration: 07/05/2025

Sold To:
CITY OF LUBBOCK POLICE
1314 AVENUE K
LUBBOCK, TX 79401
LISA PEDERSON

Ship To:
LUBBOCK POLICE DEPT
916 TEXAS AVE
LUBBOCK, TX 79401
LISA PEDERSON

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP3768 BLK	PBE VANGUARD LEVEL III 20X30 BALLISTIC SHIELD W/VIEWPORT AND LIGHT BUYBOARD 670-22 (CO-OP) QUOTE VALID FOR 60 DAYS. BUYBOARD 670-22 (Co-Op)	13		7,387.44	96,036.72

This quotation is valid for thirty (30) days from the date of issuance. Pricing is subject to adjustment at any time prior to acceptance in the event of material cost increases, including but not limited to new or revised tariffs or other external economic factors beyond the control of Galls, LLC.

SUBTOTAL:	96,036.72
SHIPPING:	130.00
TAX.....:	
TOTAL...:	96,166.72

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a $25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

AI# 13612
Regular City Council Meeting 6. 22.
07/22/2025:

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute Purchase Order 10028639, with Strohman Enterprise, Inc., for the purchase of red-dot rifle sights for the Lubbock Police Department.

Item Summary

The Red Dot Reflex Sight supplied by Strohman Enterprises meets all operational and technical requirements without the need for further modifications or adaptation, and provides the highest level of operational readiness for our officers.

Strohman Enterprises is identified as the sole source provider of the Red Dot Reflex Sight. After conducting market research, it has been determined that this particular sight offers the necessary specifications, proven reliability, and compatibility with our newly purchased rifles and is not available from any other vendor.

In accordance with Texas Local Government Code § 262.024(a)(7), this purchase qualifies for exemption from competitive bidding as the item is “available from only one source.”

Fiscal Impact

Purchase Order 10028639 with Strohman Enterprise, Inc., for $60,525.00, is funded in the Police Department Operating Budget - Abandoned Vehicle Fund.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution Strohman Enterprise Inc
PO 10028639 (r) - Strohman Enterprise, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order 10028639 (sole source contract), for the purchase of red dot sights for rifles for the Lubbock Police Department, by and between the City of Lubbock and Strohman Enterprise, Inc., of Mechanicsville, VA, and all related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Seth Herman, Chief of Police

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

RES.PO 10028639-Strohman Enterprise, Inc.
6.13.25

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 6/12/2025
Order Number 10028639 000 OP
Branch/Plant 5719

TO: STROHMAN ENTERPRISE, INC.
7494 INDUSTRIAL PARK RD, STE H
MECHANICSVILLE VA 23116

SHIP TO: CITY OF LUBBOCK POLICE ACADEMY
REESE CENTER
508 DAVIS DRIVE
LUBBOCK TX 79416

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 6/12/2025 Freight .
Requested 9/12/2025 Taken By S RIVERA
Delivery L PEDERSON 62934 SOLE SOURCE

If you have any questions, please contact Lisa Pederson: LPederson@mylubbock.us 806-775-2765

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
200759 DUTY RDS RED DOT FLEX	150.000	403.5000	EA	60,525.00	9/12/2025
200759 SIGHT- IONE PIECE TORSION NUT					

Total Order

Terms NET 20 DAYS 60,525.00

This purchase order encumbers funds in the amount of $60,525.00 awarded to Strohman Enterprises, Inc of Mechanicsville, VA on June 24, 2025. The following is incorporated into and made part of this purchase order by reference: Quote dated June 12, 2025 from Strohman enterprises, Inc. of Mechanicsville, VA, Sole source.
Resolution#_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

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

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Strohman Enterprise, Inc
7494 Industrial Park Rd Ste H
Mechanicsville, VA 23116
+18044773578
joe@sedirect.net
http://www.strohmanenterprise.com

Estimate

ADDRESS
Lubbock Police Department
1205 15th Street
Lubbock, TX 79401

SHIP TO
Lubbock Police Department
508 Davis Drive
Lubbock, TX 79416

ESTIMATE # 23308
DATE 06/12/2025
EXPIRATION DATE 09/12/2025

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
200759	200759 Duty RDS™ Red Dot Reflex Sight - One-piece Torsion Nut Mount, 39mm	150	403.50	60,525.00
	Shipping included to one location			
0810AS	All orders placed & processed in Hanover County Virginia	1	0.00	0.00

SUBTOTAL 60,525.00
TOTAL **$60,525.00**

Accepted By

Accepted Date

AI# 13558
Regular City Council Meeting 6. 23.
07/22/2025:

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute the FY 2025-26 Cemetery Management and Operation Interlocal Cooperation Agreement, between the Texas General Land Office and Veterans Land Board, for the City of Lubbock to be the named the Provider of Management and Operations of the West Texas State Veterans Cemetery, located at 4614 East 50th Street in Lubbock, Texas.

Item Summary

In April 2022, the Lubbock City Council approved the donation of approximately 100 acres of City-owned land for the purpose of constructing and operating a Texas State Veterans Cemetery. Title to this land will pass to the Texas General Land Office, acting on behalf of the Texas Veterans Land Board, with a reversion clause that returns the property to the City of Lubbock, should it not be used for a Texas State Veterans Cemetery.

On February 24, 2023, the City received notice that the United States Veterans Administration agreed to provide funding to the Texas Veterans Land Board for the construction of the cemetery. Future operations of the cemetery will be funded by the Texas Veterans Land Board through a local partnership agreement, which is the item for consideration today.

On March 7, 2023, the Lubbock City Council approved the Mayor and City Manager to complete the property transfer to the Texas General Land Office and to meet the required federal project schedules. Ground-breaking for the West Texas State Veterans Cemetery took place on November 17, 2023, located at 4614 East 50th Street.

On December 3, 2024, the City Council approved the 2025 Cemetery Management and Operation Interlocal Cooperation Agreement between the Texas General Land Office and Veterans Land Board, for the City of Lubbock to be named the Provider of Management and Operations of the West Texas State Veterans Cemetery located in Lubbock, Texas. The agreement is effective for January 1, 2025, through September 30, 2025.

This resolution for consideration will authorize the Mayor to execute the Cemetery Management and Operation Interlocal Cooperation Agreement between the Texas

General Land Office and Veterans Land Board. The agreement will be effective October 1, 2025, and shall continue until September 30, 2030.

Fiscal Impact

The West Texas State Veterans Cemetery Budget for FY 2025-26 will be approved during the City of Lubbock Budget Process, and all expenses will be reimbursed to the City by the Texas General Land Office and Veterans Land Board.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Sarah Weede, West Texas State Veterans Cemetery Director

Attachments

Resolution
Interlocal Agreement

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 Cemetery Management and Operation Interlocal Cooperation Agreement, GLO Contract No. 26-003-000-E950, by and between the City of Lubbock and the Texas General Land Office and Veterans Land Board, and all related documents. Said Interlocal Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster
Rachael Foster, Assistant City Attorney

ccdocsII/RES.Interlocal- Cemetery Mgmt. & Operation GLO Contract No. 26-003-000-E950
6.26.25

CEMETERY MANAGEMENT AND OPERATION

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

THE GENERAL LAND OFFICE AND VETERANS LAND BOARD

AND

THE CITY OF LUBBOCK, TEXAS

GLO CONTRACT NO. 26-003-000-E950

MANAGEMENT AND OPERATIONS INTERLOCAL COOPERATION AGREEMENT FOR THE TEXAS STATE VETERANS CEMETERY IN LUBBOCK, TEXAS

This management and operations interlocal cooperation agreement (the "Contract") is executed between the **TEXAS GENERAL LAND OFFICE** and the **VETERANS LAND BOARD**, each an agency of the State of Texas (collectively "the Board"), and the **CITY OF LUBBOCK, TEXAS** ("Provider"), each a "Party" and collectively as "the Parties," enter into the following agreement for Cemetery Management and Operation services (the "Contract") pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, the Board has selected Provider to engage in the Management and Operation services at the Texas State Veterans Cemetery located in Lubbock, Texas (the "Veterans Cemetery");

WHEREAS, the Board desires to engage Provider to perform the Management and Operation services at the Veterans Cemetery on behalf of the Board; and

WHEREAS, subject to the terms and provisions set forth below and for receipt of the consideration provided for in this Contract, Provider desires to assume, and the Board is willing to grant Provider, responsibility for Management and Operation services at the Veterans Cemetery;

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants of the Parties set forth in this Contract, the receipt and sufficiency of which are expressly acknowledged by each of Parties, it is hereby agreed as follows:

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 DEFINITIONS

Unless the context clearly requires otherwise, the capitalized terms defined below shall have the following meanings:

"Administrative and Audit Regulations" means all applicable statutes, regulations, and other laws governing administration or audit of this Contract which may include Title 2 Part 200 and Title 38 Part 39 of the Code of Federal Regulations, Chapters 321 and 791 of the Texas Government Code, and the requirements of **ARTICLE VII** of this Contract.

"Affiliate" means any individual or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, Provider or the Board. Provider or the Board shall be deemed to control another entity if either possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, membership interests, by contract, or otherwise.

"Applicable Law" means any law, statute, ordinance, rule, regulation, or any recorded covenant or deed restriction applicable to the Veterans Cemetery.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

"Board's Project Manager" means the designated Board employee who is responsible for the management of the Contract.

"BOSS" means the U.S. Department of Veterans Affairs Burial Operations Support System.

"Capital Equipment" means Equipment excluding Consumables and Information Technology Equipment, the cost of which for a single unit equals or exceeds $1,000.00 before taxes, if applicable.

"Capital Expenditures" means expenditures for Capital Equipment and/or Capital Improvements.

"Capital Improvement" means any Improvement, the cost of which for a single Improvement is equal to or exceeds $1,000.00 before taxes, and/or (ii) any Improvement, the cost of which for a single addition or alteration is less than $1,000.00 but is required in multiples the aggregate cost of which exceeds $1,000.00, before taxes, if applicable.

"Consumables" means all goods including, without limitation, office supplies, paper products, fertilizer, chemicals, fuels, oils, lubricants, paint, sealant, grass seed, flowers, plants, and any other Non-Capital Expenditures that are routinely used and replenished, as required to operate the Veterans Cemetery. Consumables shall be characterized as an Operating Expense.

"Contract" means this Management and Operations Agreement.

"Date of Separation" means Provider's last day of physical operation at the Veterans Cemetery under this Contract.

"Equipment" means all items necessary for the operation of the Veterans Cemetery, including tractors, mowers, excavation equipment, hand and machine tools, spare or replacement machine parts or other items necessary for maintenance of buildings and grounds. "Equipment" does not include Consumables or Information Technology Equipment.

"Event of Default" means those events enumerated in **ARTICLE IX** of this Contract.

"Force Majeure" means the occurrence of any of the following for the period of time, if any, that the performance of Provider or the Board's material obligations under this Contract are actually, materially, and reasonably delayed or prevented thereby:

(i) acts of God;

(ii) the enactment, imposition, or modification of any Applicable Law which occurs after the effective date of this Contract and that prohibits or materially impedes the performance of a party's material obligations under this Contract;

(iii) the confiscation, seizure, or condemnation of the Veterans Cemetery by any governmental agency;

(iv) arrests or other restraints of government (civil or military, but excluding restraints on the performance of a party's material obligations under this Contract occurring

as a result of any violations by the party claiming the right to delay performance of the terms and provisions of this Contract);

(v) blockades, insurrections, riots, or civil disturbances; epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, nuclear reaction, radiation, or radioactive contamination; acts or the failure to act of any governmental agency (exclusive of the Board's actions pursuant to this Contract); or

(vi) any other causes, whether of the kind herein enumerated or otherwise, which are not reasonably within the control of the party (or any Affiliate actually controlled by such party) claiming the right to delay performance on account of such occurrence and which, in any event, are not foreseeable or a result of the negligence or willful misconduct of, or in the control of, the party (or its Affiliates) claiming the right to delay performance on account of such occurrence.

Force Majeure shall not include:

(i) increases in costs of materials for operations of the Veterans Cemetery or other costs required to be paid by a Party in the performance of its obligations under this Contract;

(ii) a Party's financial inability to perform (including when caused by failure of government authority to act); or

(iii) the impact of weather conditions to the extent normally encountered in the Lubbock, Texas area not listed in (v) of the definition of Force Majeure above.

"GAAP" means "generally accepted accounting principles."

"GASB" means the Governmental Accounting Standards Board.

"HSP" means the HUB Subcontracting Plan as described in Chapter 2161, Subchapter F of the Texas Government Code and related provisions of the Texas Administrative Code.

"HUB" means Historically Underutilized Business, as defined by Section 2161.001 of the Texas Government Code and 34 TAC §20.282.

"Improvement" means any addition or alteration of the buildings or grounds of the Veterans Cemetery.

"Information Technology Equipment" means all hardware, computers, computer components (monitors, mice, keyboards, memory, storage drive(s), media, etc.) routers, network equipment, transmission equipment, cabling, wiring, software, and related equipment.

"Insolvency Proceeding" means, with respect to Provider:

(i) any case, action, or proceeding with respect to Provider before any court or other governmental authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up, or relief of debtors; or

(ii) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other similar arrangement with respect to its creditors generally, or any substantial portion of its creditors; undertaken under U.S. Federal, state, or foreign law, including the Bankruptcy Code.

"Maintenance" means performing all scheduled, routine, and preventive maintenance on all headstones, Equipment, Improvements, and appurtenances thereto, and maintaining them in at least as good a condition as that in which they were delivered, allowing for reasonable wear and tear, but excluding Repairs.

"Material Compliance" means to comply with any essential element(s) proscribed or directed by any statute, regulation, procedure, and/or standard pertaining to this Contract.

"NCA" means the National Cemetery Administration of the VA.

"Non-Capital Equipment" means any Equipment that is not Capital Equipment.

"Non-Capital Improvements" means any Improvement that is not a Capital Improvement.

"OAR" means an operator action request that Provider must submit to the Board when requesting approval to undergo construction, purchase Capital Equipment, make Capital Expenditures, purchase Capital Improvements, or for any other purchases or improvements that the Board has agreed to reimburse.

"On-Site Representative" means the designated Board employee who may maintain an office in the Veterans Cemetery (at the expense of the Board's Administration services provider) to oversee the operations of the Veterans Cemetery on behalf of the Board.

"Operating Expenses" means all expenses associated with the operation and management of the Veterans Cemetery except Capital Expenditures and depreciation.

"Operating Manual" means the *Texas Veterans Land Board Cemetery Manual* for the operation of the Veterans Cemetery, delivered to Provider as of the execution of the Contract and as may be amended from time to time, and incorporated herein for all purposes as if physically attached.

"Provider" means **THE CITY OF LUBBOCK, TEXAS**, the entity contracted to provide Management and Operation services at the Veterans Cemetery, as set forth in this Contract.

"Provider's Fee" means the monthly fee payable by the Board to Provider.

"Regulatory Agency/Agencies" means the VA, the NCA, the Texas Health and Human Services Commission ("HHSC"), and any other applicable governmental agency.

"Repair" means to restore to proper working condition any Equipment or Improvement.

"TAC" means the Texas Administrative Code.

"Transition Plan" means a comprehensive plan to transition the Management and Operation services at the Veterans Cemetery to a successor vendor upon the expiration or termination of this Contract for any reason, which plan shall cover a period not to exceed one hundred twenty (120) days, unless otherwise provided for in this Contract.

"VA" means the United States Department of Veterans Affairs.

"Utilities" means water, wastewater, natural gas, electricity, sewer, fuels (including diesel oil, propane, and gasoline), telephone, cable television or satellite system, garbage disposal and related items.

"Veterans Cemetery" means the Texas State Veterans Cemetery located in Lubbock, Texas.

"Veterans Cemetery Records" means all of the books and records pertaining to the operation of the Veterans Cemetery.

1.02 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision section, exhibit, or schedule of this Contract unless otherwise specified;

(c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to agreements (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of this Contract; 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) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All attachments referenced in this Contract are either attached hereto physically or are incorporated by reference, and are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, any reference to any action of the Board or by the Board by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by or requested of the Board shall not be unreasonably withheld.

(h) Unless otherwise expressly provided, if any provision under this Contract states that Provider must comply with all requirements of a statute, regulation, Regulatory Agency, or similar standard, such provision shall mean that Provider must be in Material Compliance with such requirements; and

(i) In the event of conflicts or inconsistencies between this Contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the Contract and attachments in the following order of priority: the Contract then attachments to the Contract in the following order: **ATTACHMENT C, ATTACHMENT A**, **ATTACHMENT B, ATTACHMENT G, ATTACHMENT D, ATTACHMENT E,** and **ATTACHMENT F and ATTACHMENT H**.

1.03 ACCOUNTING PRINCIPLES

Unless the context otherwise clearly requires, all accounting terms shall be construed, and all financial computations required under this Contract shall be made, in accordance with GAAP or GASB, as applicable, consistently applied.

ARTICLE II. AUTHORITY AND CONDITIONS PRECEDENT

2.01 PROVIDER AS MANAGEMENT AND OPERATIONAL SERVICES VENDOR

The Board hereby engages Provider, and Provider, on behalf of the Board, hereby accepts such engagement and agrees to provide management and operational services at the Veterans Cemetery on the terms and conditions set forth in this Contract and such services shall be payable from current revenues available to the Provider.

2.02 RELATIONSHIP OF THE PARTIES

The relationship of the Parties shall be that of the Board as owner and of Provider as independent contractor. All acts performed by Provider during the term of this Contract shall be deemed to be performed in Provider's capacity as an independent contractor. Nothing contained in this Contract is intended to, or shall be construed to give rise to, the creation of a partnership or joint venture, or to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Board whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party.

Provider shall be solely responsible for, and the Board shall have no obligation with respect to:

(a) Withholding of income taxes, FICA, or any other taxes or fees;

(b) Industrial or workers' compensation insurance coverage;

(c) Participation in any group insurance plans available to Provider's employees (including but not limited to group insurance plans that are available to employees of the State of Texas);

(d) Participation or contributions to Provider's retirement system (including but limited to participation or contributions by the State of Texas to the State Employees Retirement System);

(e) Accumulation of vacation leave or sick leave; or

(f) Unemployment compensation coverage (including that which may be provided by the State of Texas).

2.03 RETENTION OF AUTHORITY BY BOARD

Provider shall provide management and operational services at the Veterans Cemetery in the name of, and for the account of, the Board. Notwithstanding any other provision herein, the Board, by entering into this Contract, does not delegate to Provider any powers, duties, or responsibilities that it is prohibited by law from delegating. The Board shall at all times maintain ownership of the Veterans Cemetery assets including, but not limited to, all buildings, real property, Capital Equipment, and any other piece of equipment or asset the cost of which is borne by the Board, and ultimate control over the operation of the Veterans Cemetery.

2.04 REGULATORY COMPLIANCE

Provider understands that as a material condition of this Contract and for the purposes of **SECTION 8.03** and **ARTICLE IX**, Provider shall comply with all applicable regulatory requirements, including without limitation all VA and NCA requirements, standards, and

guidelines, for the operation of the Veterans Cemetery, including the Board's Operating Manual. Provider will be deemed to have knowledge of these requirements and will be deemed to understand them. To the extent they apply, Provider certifies it has reviewed the General Affirmations in **ATTACHMENT C,** and that Provider is in compliance with all the requirements contained therein.

2.05 OPERATIONAL POLICIES

Provider shall operate the Veterans Cemetery in accordance with the Board's Operating Manual.

2.06 BOARD'S ON-SITE REPRESENTATIVE

The Board shall designate an On-Site Representative who shall have the right to participate in Provider's staff meetings regarding the operations of the Veterans Cemetery. The On-Site Representative will closely monitor Provider's compliance with this Contract to protect the interests of the Board. Provider shall not interfere with such duties of the On-Site Representative except as may be reasonably required to fulfill its duties to the Board. Except for emergency situations, the On-Site Representative shall not interfere with Provider's employees as they perform the duties of Provider under this Contract. The Board shall receive and consider any complaints or conflicts that Provider has concerning the status of an On-Site Representative. Furthermore, the Board assumes full responsibility for the consequences of any actions taken by the On-Site Representative in the course of his/her duties, and nothing in this Contract shall be construed as establishing an agency relationship between Provider and the Board's On-Site Representative. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE BOARD.**

2.07 INSURANCE AND BONDS

For the duration of this Contract, Provider shall acquire insurance and/or bonds, with financially sound and reputable independent insurers authorized to operate in the State of Texas in the types and amounts necessary and appropriate for managing and operating the Veterans Cemetery in accordance with **ATTACHMENT H**. At the request of the Board, Provider shall submit certificates of liability insurance establishing, to the Board's satisfaction, the nature and extent of coverage guaranteed by each policy. Notwithstanding the foregoing, Provider may self-insure if authorized by Chapter 2259 of the Texas Government Code for any of the risks for which coverage is required.

ARTICLE III. REPRESENTATIONS AND WARRANTIES - PROVIDER

3.01 PROVIDER REPRESENTATIONS

To induce the Board to enter into this Contract, Provider hereby represents and warrants to the Board as follows:

(a) Authorization; No Contravention

Provider has taken all necessary action to authorize the execution, delivery, and performance of this Contract. This Contract constitutes the valid and binding obligation and agreement of Provider, enforceable in accordance with its terms. Neither the execution and delivery of this Contract, nor compliance with its terms or provisions will result in any breach of the terms of, conflict with, default

related to, or creation of, any lien, charge, or encumbrance upon any property or assets of Provider pursuant to the terms of any indenture, mortgage, deed of trust, note, evidence of indebtedness, agreement, or other instrument to which Provider may be a party; or by which Provider or any of its properties may be bound; or violate any provision of law, or any applicable order, writ, injunction, judgment, decree of any court, or any order or other public regulation of any governmental commission, bureau, or administrative agency;

(b) Governmental Authorization

No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental agency is necessary or required in connection with the execution or delivery of, or performance by, or enforcement against Provider as relates to this Contract; and

(c) Standard of Performance

In performing its obligations under this Contract, Provider will use best efforts and will act with professionalism in accordance with acceptable and prevailing industry standards, so that the Veterans Cemetery is operated and maintained as a national shrine and in accordance with all applicable federal, state, and local requirements, and consistent with the terms of this Contract.

3.02 NO DEFAULT

No Default or Event of Default on part of Provider exists under **SECTION 9.02** or would result from the execution of this Contract.

3.03 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

Provider shall make a good faith effort to utilize HUBs and report all HUB expenditures relevant to this Contract to the Board on a monthly basis, concurrently with the invoice for Provider's Fee. Provider may submit an HSP for the length of this Contract demonstrating good faith efforts to utilize HUBs.

The Provider shall provide to the Board pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder. The Provider shall submit monthly compliance reports (Prime Contractor Progress Assessment Report) to HUB@glo.texas.gov specifying the use, including expenditures to HUB subcontractors, if applicable. Any modifications to the HSP must be submitted to the Board for prior approval through a HUB Subcontracting Plan Change Order. If the HSP is modified without the Board's prior approval, the Board may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

3.04 Marketing

Provider shall cooperate with the Board in any marketing plans and procedures the Board implements. Provider shall cooperate with the dissemination of informational materials, media releases, and other related informational materials generated by the Board. Provider shall not present, disseminate, or otherwise release any information for any marketing aspects without prior express written approval of the Board. Provider shall not issue any media press releases or coordinate press events without prior express written approval of the Board.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES - BOARD

4.01 BOARD REPRESENTATIONS

To induce Provider to enter into this Contract, the Board represents and warrants to Provider as follows:

(a) Payment of Provider's Fee

As complete compensation for the services provided by Provider under this Contract, the Board agrees, in accordance with **ARTICLES VIII AND IX** and **ATTACHMENT D**, to pay Provider's Fee.

(b) Eligibility Rules

The Board shall, in accordance with VA regulations and standards, establish eligibility rules for burial in the Veterans Cemetery.

(c) Utilization

The Board represents that it will use its best efforts to maximize utilization for the Veterans Cemetery. However, the Board does not guarantee that the Veterans Cemetery will operate at any given level of utilization or achieve any rate of burial or interment.

4.02 NO DEFAULT

No Default or Event of Default on the part of the Board exists under **SECTION 9.03** or would result from the execution of this Contract.

4.03 CAPITAL EXPENDITURES

The Board shall contract for and purchase Capital Equipment and make Capital Improvements (collectively "Capital Expenditures") in a manner consistent with state and federal purchasing requirements and with the needs and requirements of the Veterans Cemetery. Provider shall make recommendations to the Board for such Capital Expenditures. The Board shall have the ultimate authority in determining the amount of Capital Expenditures for the Veterans Cemetery, except that the Board shall ensure sufficient Capital Equipment or such Capital Improvements as are necessary to maintain the Veterans Cemetery as a national shrine.

ARTICLE V. ADMINISTRATION AND OPERATION

5.01 ADMINISTRATION AND OPERATION

Provider shall, in consultation with, for, and on behalf of the Board, at Provider's expense, and subject to the provisions of this Contract, manage and supervise all areas of daily operations of the Veterans Cemetery in accordance with the Board's Operating Manual.

5.02 MODIFICATION OF OPERATING MANUAL

The Board may make modifications to the Operating Manual during the contract term. If Provider believes in good faith that such a modification will result in an increase to the Provider's Budget as outlined in **ATTACHMENT E**, the Parties agree to enter into good

faith negotiations to determine if such an increase is necessary and is a result of the Operating Manual modification. This Contract may be amended to increase the budget as a result of an Operating Manual modification upon the mutual written agreement of both Parties. However, the Board shall not be obligated to agree to such an increase to the Budget as outlined in **ATTACHMENT E**, if the Board determines that the modification will not result in an increase to the Provider's Operating Expenses and the current budget fairly compensates the Provider in accordance with Subsection 791.011(e) of the Texas Government Code.

To the extent that modifications are made to the Operating Manual, Provider is to be given at least 30-day notice prior to the modifications, and a reasonable amount of time, which shall be mutually agreed to by both parties in writing, to comply with the modifications.

5.03 ADMINISTRATIVE FUNCTIONS

Provider must develop, implement, operate, and maintain all necessary administrative systems including accounting, personnel, reporting, administrative records, purchasing, and information technology systems.

5.04 EMPLOYEE MATTERS

Except for the Board's On-Site Representative, Provider shall (i) recruit, employ, train, promote, direct, discipline, suspend, and discharge all personnel, in compliance with all applicable federal and state employment laws; (ii) establish salary levels, personnel policies, and employee benefits; and (iii) establish employee performance standards as needed during the term of this Contract, to ensure the efficient operation of all departments within, and services offered by, the Veterans Cemetery. The Board shall have the right to review the selection and continued employment of the Veterans Cemetery Director. In the event that the Board has concerns about the selection or continued employment of this individual, the Board shall submit in writing to the Provider objective evidence indicating that such individual has failed to comply with policies or procedures (promulgated either by the Provider or the Board) or that the performance of such individual has not been adequate in accordance with usual and customary standards for such position in the industry. After consultation, Provider shall address such concerns by taking such remedial action as Provider deems appropriate. Nothing contained herein shall in any way be deemed to modify any employee's status as an at will employee of Provider, nor shall any individual fulfilling such position be in any way a third-party beneficiary or receive any other rights or authorities under the terms of this clause. The selection and continued employment of any individual fulfilling this function described above is in the discretion of the Provider.

(a) Background Checks

Prior to employment, all employees shall be subjected to a thorough background investigation in accordance with all applicable federal and state laws and regulations. Background checks shall include criminal history, employment history and, where appropriate, contractor eligibility. In exercising its obligations hereunder, Provider may obtain information from any third parties in the business of providing such investigations. The results and documentation thereof will be maintained by Provider as part of the employee's personnel file.

(b) Orientation and Training

Provider shall provide all personnel with an employee orientation and training program regarding the Board's Operating Manual, and its own internal policies and procedures. Provider shall retain records for all training required under this paragraph. Such records shall be made available for inspection to the Board or the Board's On-Site Representative during regular business hours.

(c) Emergency Staffing

Provider shall, to the extent reasonably possible, use its best efforts to ensure continued operation and appropriate staffing in the event of a catastrophic event, including natural disasters, epidemic, pandemic, war, labor strike, or dispute. However, where the Board's approval is first obtained, staffing costs which exceed Provider's current prevailing wages or salaries for regular full-time employees, but are required to ensure continuing operation, shall not be an Operating Expense of Provider but, instead, shall be an expense of the Board.

(d) Offer of Employment Upon Termination of Contract

Upon termination of this Contract for any cause, the Board or the successor provider selected by the Board shall have the right (but not the obligation) to offer employment to any or all employees of Provider who are regularly employed in providing services at the Veterans Cemetery, in order to ensure the continuing operation thereof.

(e) Board Investigations or Reviews

Upon request by the Board or its designee, when Provider employees are witnesses to relevant events, Provider shall cooperate with the Board for purposes of investigating any potential legal claims made about a Board employee's performance of his/her job duties. Notwithstanding the preceding sentence, such cooperation shall include, without limitation, interviews by the Board's Human Resources department and/or legal counsel, all of which shall require the approval of the Provider's legal counsel only if such potential legal claim involves or may involve a dispute with Provider. Employees shall be made aware of the Provider's obligations outlined in this Contract, specifically **ARTICLE VII**.

5.05 DISASTER PREPAREDNESS

Within 30 days from the Effective Date of this Contract, Provider shall submit a disaster preparedness plan which shall include emergency evacuation plans and procedures. The disaster preparedness shall be based on the Board's existing disaster preparedness plan and shall by amended to suit Provider's operations at the Veterans Cemetery. Provider shall submit any proposed amendments to the disaster preparedness plan to the Board. The Board shall review any proposed amendment(s) and shall provide a written response to Provider, within thirty (30) days of receipt indicating whether Provider's proposed amendment(s) has been rejected and stating the basis for such rejection. Provider's disaster preparedness plan shall be in compliance with all applicable federal, state, and local regulations concerning safety and fire prevention, and all of Provider's employees

shall receive regular training in disaster preparedness. The Board is the sole authority with regard of the closure of the cemetery. Provider will coordinate any emergency closure with the Board's On-site Representative.

5.06 BUDGET

(a) The Board shall compensate Provider for each fiscal year as provided for in subsection (b) of this Section and in accordance with **ATTACHMENT D**, in an amount not to exceed **$4,558,640.00** for the remainder of the Contract.

(b) The fiscal year for the Veterans Cemetery will begin on October 1 and end on September 30 of each year, coinciding with Provider's fiscal year. At least ninety (90) days prior to the start of each fiscal year, Provider shall prepare and submit to the Board's Project Manager for review and approval a proposed Operating Expense Budget and a proposed Capital Expenditure Budget for the Veterans Cemetery (the "Budget"). Provider and the Board's Project Manager shall each agree to utilize best efforts to resolve all budgetary issues and to approve the Budget prior to September 1.

Approval of the Budget by the Board's Project Manager will be done in writing. Once approved, the Budget shall be incorporated into the contract under **ATTACHMENT E** and supplement **ATTACHMENT D**.

(c) Provider shall notify the Board's Project Manager of the need for the purchase of any Capital Equipment or the addition of any Capital Improvements (collectively "Capital Expenditures") which Provider believes are necessary for the effective management and operation of the Veterans Cemetery under the Contract. The Board's Project Manager shall respond to Provider's recommendation in a timely manner, considering the surrounding circumstances and Provider's request, acknowledging that:

i. Provider's recommendation has been rejected and stating the basis for such rejection;

ii. Provider's recommendation has been approved and that the Board shall take the appropriate steps to make the recommended Capital Expenditure(s); or

iii. The Board's Project Manager has modified Provider's recommendation and shall take appropriate steps to make the Capital Expenditure(s) deemed necessary.

If Provider determines that a surplus will exist in the Operating Expense Budget prior to the end of the fiscal year, Provider may use such surplus funds to make Capital Expenditures in accordance with the terms and conditions outlined in subsection (c) of this Section. Such Capital Expenditures shall be done in accordance with, and subject to, the terms outlined in **Sections 4.03** and **6.05** of the Contract. Provider agrees and understands that legal title to all Capital Equipment and Capital Improvements purchased with funds from any surplus rests with the Board. Provider shall maintain surplus funds in a separate account and provide expenditure reports semiannually to the Board.

5.07 ACCOUNTING

Provider shall prepare and maintain proper, accurate, and complete books, records, and accounts regarding the operations and financial and other transactions related to the management and operation of the Veterans Cemetery to the extent necessary to enable the Board to verify such transactions. All accounting methods should conform to GAAP or GASB, as applicable, be consistently applied, and shall not materially distort income or loss.

5.08 MISCELLANEOUS SERVICES

Provider may perform other duties in connection with its responsibilities under this **Article V** as the Board from time-to-time may reasonably request. Provider shall prepare a statement of work and obtain the Board's written approval before proceeding with any such requests.

ARTICLE VI. FACILITY MAINTENANCE, CAPITAL ASSETS, PURCHASING, AND SURPLUS PROPERTY

6.01 GENERALLY

Provider shall be responsible for maintaining the building, grounds, headstones, and equipment of the Veterans Cemetery, including performing all routine and preventive Maintenance on all Capital and Non-Capital Equipment and all Capital and Non-Capital Improvements. Except as otherwise noted in this Contract, all Maintenance (but not Repairs) shall be characterized as an Operating Expense and shall be paid for by Provider. Maintenance of all headstones shall be completed by the Provider as set out in this Contract and in accordance with any and all applicable VA and NCA guidelines.

Following the Effective Date of this Contract should more than ten (10%) percent of the headstones in any one of section of the Cemetery require raise and re-alignment Maintenance, the Board shall notify the Provider in writing identifying the applicable section and headstones ("Headstone Maintenance Project"). The Board agrees to enter into good faith discussions with Provider to determine a plan of action which, if mutually agreed upon by both Parties, shall include the operational and financial responsibility of each Party with respect to a Headstone Maintenance Project.

However, Provider hereby represents and warrants that it will not knowingly or willfully disregard its day-to-day routine and preventative headstone Maintenance duties such that a Headstone Maintenance Project becomes necessary. To the extent Provider fails to meet such representation and warranty, the Board is under no obligation to enter into the discussions referenced in this section regarding any Headstone Maintenance Project. Compliance with this representation constitutes a material term of this Contract.

The Board shall include serial numbers and age of Capital and Non-Capital Equipment in the attached exhibits. The Board shall deliver the attached items in working condition at the commencement of the Contract.

6.02 LOSS PREVENTION

Within 30 days from the Effective Date of this Contract, Provider shall submit for review by the Board a risk management and loss prevention program designed to prevent the misappropriation, loss, or damage of Capital Equipment and/or Capital Improvements. The Board shall review the risk management and loss prevention program plan and shall provide a written response to Provider within thirty (30) days of requesting edits to the plan and stating the basis for such requests. Provider shall reimburse the Board for any Capital Equipment or Capital Improvement damaged, lost, or destroyed as a result of the acts or omissions of Provider and/or its agents, volunteers, and employees. Provider shall be financially responsible to the Board for all losses of Capital Equipment and Capital Improvements that occur due to the negligent or intentional acts of Provider and/or its agents, volunteers, or employees, and not due to reasonable wear and tear.

6.03 FACILITY MAINTENANCE AND REPAIRS

Provider shall be responsible for all Maintenance in the Veterans Cemetery and must maintain in good and working condition, and in sufficient quantity, all Equipment necessary to operate and manage the Veterans Cemetery in a manner consistent with the requirements of this Contract. In addition, Provider shall replace obsolete or run-down Non-Capital Equipment and make Non-Capital Improvements as necessary to maintain a functional and attractive facility. Provider shall make all Repairs on all Equipment and Improvements in the Veterans Cemetery. However,

(i) if the subject Equipment or Improvement has exceeded its useful life and frequent repairs become necessary;
(ii) if the need for such Repair results from a manufacturing, design, or construction defect of the Capital Equipment or a Capital Improvement; or
(iii) if the Repair meets the definition of Capital Equipment or Capital Improvement in **Section 1.01** of this Contract

the cost of such repair(s) shall be the responsibility of the Board.

In each instance in which the Board and Provider have a good-faith disagreement regarding the cause of the necessity for Repair or replacement (e.g., whether or not the subject Capital Equipment or Capital Improvement has exceeded its useful life, or whether Provider properly performed its Maintenance obligations with respect thereto, or whether a Repair is necessitated by Provider negligence), Provider shall pay the first $1,000.00 of the subject Repair or replacement and the Board shall pay the balance. Provider shall notify the Board before performing any Repair for which the Board has the responsibility to pay and may not proceed with such Repair without the express written approval of the Board. Notwithstanding the preceding sentence, Provider shall be responsible for the full cost of any Repair necessitated by the Provider's negligence or intentional failure to perform its maintenance obligations under this Contract. Before performing any Repair, the cost of which shall be the responsibility of the Board, Provider shall notify the Board. If Provider reasonably believes that such Repair is needed immediately to avoid threatening the safety of the public, Provider shall proceed to make such repair, shall notify the Board per emergency OAR procedure, and shall notify the Deputy Director of the Board's Veterans Cemeteries Division within 24 hours.

(a) Warranty Repairs

Provider shall use its best efforts to obtain all necessary warranty repairs on all Capital and Non-Capital Equipment and Capital and Non-Capital Improvements, ensuring they are completed prior to the expiration of the applicable warranty. In complying with this provision, Provider shall not be obligated to incur any financial obligation, except for damages or liability resulting from negligent or intentional failure, omission, or neglect by Provider.

(b) Scheduled Maintenance and Records

Provider shall perform all scheduled or manufacturer-recommended maintenance on all Capital Equipment. Provider shall keep detailed maintenance records in accordance with the manufacturer's specifications on all Capital Equipment at the Veterans Cemetery. Such records shall be made available for inspection to the Board or the Board's On-Site Representative during regular business hours. Such records shall be the basis for determining reimbursement for Repairs under this section.

(c) Janitorial Services

Provider shall provide full janitorial services including dumpster service, trash and debris removal and legal disposal, extermination, and pest control.

6.04 LANDSCAPE MAINTENANCE

Provider shall maintain the Veterans Cemetery grounds and keep them in an attractive condition, appropriate to the seasonal weather and the location's soil, water, climate, and topography in accordance with the Board's Operating Manual. Provider shall ensure that the grass, trees, bushes, shrubs, flowers, and other plants are mowed, trimmed, clipped, watered, and fertilized as seasonally appropriate. Furthermore, Provider shall sweep and clean all sidewalks and outside concrete or paved areas, keeping them free of trash and debris.

6.05 TITLE TO CAPITAL ASSETS

Legal title to all Capital Equipment and Capital Improvements rests with the Board. The Board and Provider acknowledge and agree that the assets set forth in **ATTACHMENT A** are the pieces of Capital Equipment present in, or the Capital Improvements made to, the Veterans Cemetery as of the date listed thereon. Furthermore, the Board and Provider agree to review and update **ATTACHMENT A** no less than annually. Upon expiration or termination of this Contract for any reason, nothing in this Contract shall operate to transfer title to the Board, or limit the right of Provider to remove, items of equipment or other personal property and supplies purchased solely by Provider (and not charged to the Board) for use by its staff, which items are beyond the usual and customary equipment and supplies required to fulfill Provider's duties under this Contract.

6.06 PURCHASING

Provider shall purchase and pay for all Consumables, Non-Capital Improvements, Non-Capital Equipment, Information Technology Equipment (not otherwise provided by the Board), Utilities, and any other supplies or provisions required for operation of the Veterans Cemetery. These expenditures shall be characterized as Operating Expenses.

Notwithstanding the preceding sentence, the Board may elect to contract directly with the Texas General Land Office ("GLO") or a local utility provider for the natural gas needs of the Veterans Cemetery or with a local utility provider for the natural gas and electricity needs of the Veterans Cemetery.

(a) Capital Expenditures; Prohibited

Provider shall not purchase or otherwise acquire for use at the Veterans Cemetery any Capital Equipment or make any Capital Improvement without written approval from Board.

(b) Emergency Capital Expenditures

In the event that Provider believes that the acquisition of Capital Equipment is needed or any Capital Improvement is required immediately, Provider shall so notify the Board and request, after stating the reasons therefor, an emergency purchase of Capital Equipment and/or Capital Improvement. The Board shall respond promptly, but in no event later than twenty-four (24) hours after receiving such emergency request. If such emergency request is approved, the Board and Provider will coordinate the purchase of the Capital Equipment and/or Capital Improvement in an expedited manner. If Provider must act without approval of the Board in order to prevent an immediate threat, legal title to any Capital Equipment purchased by Provider shall rest with Provider; however, title to any Capital Improvement shall remain the property of the Board. The Board will reimburse Provider for all reasonable emergency Capital Improvement expenditures. In addition, the Board at its option may purchase any Capital Equipment acquired by Provider in an emergency at its fair market value, to be determined at the time the Board exercises its right of purchase.

(c) Third-Party Service Contracts

Unless otherwise notified by the Board, Provider shall enter into and pay for all service contracts necessary for the provision of Provider's services at the Veterans Cemetery in a manner consistent with all applicable federal, state, and local laws, regulations, and the terms of this Contract. All contracts between Provider and a third party for such services shall require the third party to allow the assignment, at the Board's direction, of Provider's rights and obligations under such contracts to the Board or to a successor provider chosen by the Board. Provider shall use its good faith efforts to maintain compliance with all contracts. Provider shall execute such contracts in its legal capacity. Prior to engaging any contractor, Provider shall provide a background check, and shall verify the contractor's eligibility for receiving state or federal contracts, using the Texas Comptroller of Public Accounts Vendor Performance Tracking System (https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/) for suspended and debarred vendors, and the U.S. General Services Administration's System for Award Management (https://www.sam.gov/). In the event that any third-party service contracts are entered into by the Board (rather than Provider) Provider shall have the right to consult with the Board on any such contracts which have an effect on Provider's ability to comply with the terms of this Contract. If at any time during the term of this Contract Provider presents to the Board objective evidence of any non-compliance by any contractor selected

by the Board, which non-compliance impairs or affects Provider's ability to effectively perform its functions under this Contract, the Board shall secure corrective action by the contractor in default thereof, up to and including termination.

(d) State and Federal Contracts

The Board at its option may make available to Provider or Provider's subcontractors the ability to purchase goods and services under State Term Contracts (STC) or Federal Supply Schedules (FSS). If Provider engages in such contracts, all purchases must be made for the exclusive use of the Veterans Cemetery and in accordance with the particular terms of the contract.

(e) Information Technology Equipment

The Board shall provide the Information Technology Equipment listed on **ATTACHMENT B** needed for the VA-mandated burial management system "BOSS" and communication with the Board. Any additional Information Technology Equipment needed for the operation of the Cemetery shall be the responsibility of Provider and shall be characterized as an Operating Expense.

6.07 SURPLUS PROPERTY

Provider shall submit to the Board no later than 30 calendar days from the first day of each Fiscal Year, a list of all Equipment (if any) Provider believes is surplus or is beyond repair. Provider shall cooperate with the Board in disposing of such equipment in accordance with applicable state and federal surplus property disposal laws, rules, or regulations.

6.08 MISCELLANEOUS SERVICES

Provider may perform other duties in connection with its responsibilities under this Article as the Board from time to time may reasonably require. Provider will prepare a statement of work and obtain the Board's written approval before proceeding with any such requests.

ARTICLE VII. RECORDS, REPORTS, AND INSPECTION AND AUDIT

7.01 OWNERSHIP OF DOCUMENTS AND WORK PAPERS

To the extent allowed by law, the Board shall own all records, documents, files, reports, work papers, and working documentation created in connection with the Veterans Cemetery, electronic or otherwise, except that Provider's internal administrative files and internal correspondence shall remain the property of Provider. Provider shall be entitled to retain a set of such work papers for its files. Upon termination of this Contract, Provider shall deliver such documents to the Board no later than 30 calendar days after the date of termination.

Provider agrees not to use records, documents, files, reports, work papers, and working documentation created in connection with the Veterans Cemetery, electronic or otherwise, for unrelated commercial purposes, advertising, or advertising-related services, or for any other purpose not explicitly authorized by the Board in this Contract.

7.02 BOARD ACCESS TO RECORDS & PRIVACY

The Board or any duly authorized representative(s) shall have; for the purpose of making audits, examinations, excerpts, and transcriptions; unimpeded, prompt access to any of Provider's books, documents, papers, and/or records that are maintained or produced relevant to this Contract. Provider shall retain all records (not otherwise returned to the Board as per **Section 7.01**) related to this Contract for seven (7) years after final payment is made under this Contract and all pending matters are closed. However, if any audit, litigation, or other action is commenced before the end of the seven (7)-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the seven (7)-year period, whichever is later. Notwithstanding the terms of this provision, however, the retention of any records by Provider shall be in accordance with all state and federal regulations and requirements, as well as the record retention policy promulgated by Provider and approved by the Board.

Provider shall comply with all applicable federal and state privacy data protection laws, as well as other applicable regulations for any data received by or collected on behalf of the Board.

7.03 GOVERNMENT ACCESS TO BOOKS AND RECORDS

Provider shall comply with all applicable federal and state laws and regulations governing the maintenance of documentation to verify the cost of services rendered under this Contract. Provider agrees that all relevant records related to this Contract or any work product under this Contract, including the practices of its subcontractors, shall be subject, at any reasonable time to inspection, examination, review, audit, and copying at any office or location of Provider where such records may be found, with or without notice by the Board, Texas State Auditor's Office, its contracted examiners, or the Texas Attorney General's Office, and with regard to any federal funding, the VA, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts entered into by Provider shall reflect the requirements of this section.

7.04 REPORTS

Provider shall prepare and provide to the Board any operational information which the Board may request from time to time, including any information needed to assist the Board in complying with any reporting obligations or contractual requirements imposed by the VA or any other regulatory entity. In addition, Provider shall file financial reports in accordance with the following guidelines:

(a) Within thirty (30) calendar days after the end of each calendar month, Provider shall provide the Board with an unaudited balance sheet and an unaudited statement of income and expenses for such month relating to the operation of the Veterans Cemetery, dated the last day of such month; and

(b) Within one hundred fifty (150) calendar days after the end of the fiscal year of the Veterans Cemetery, Provider shall provide the Board with combined audited financial statements from an auditor acceptable to Board, including:

(i) a balance sheet of the Veterans Cemetery dated the last day of said fiscal year;

(ii) a statement of income and expense for the year then ended relating to the operation of the Veterans Cemetery;

(iii) a statement of cash flows for the year then ended for the Veterans Cemetery; and

(iv) audit adjustments reconciling audited annual financial statements to unaudited monthly financial statements previously provided by Provider.

The balance sheet and statement of income and expense shall include columns setting forth the applicable amounts for the prior fiscal year, comparing data reported pursuant to **7.04(b)**, above, to such prior year's data (if applicable) as well as to the budget developed for that same year. In this connection, all such reports shall be prepared on forms reasonably acceptable to the Board and Provider, and all statements and reports shall be prepared on an accrual basis, in accordance with GAAP, consistently applied. As additional support to reporting information required under this Contract, Provider shall, at the Board's request, provide to the Board, within five (5) working days of the Board's request, access to and/or copies of:

(i) all bank statements and reconciliations;

(ii) detailed cash receipts and disbursement records;

(iii) general ledger listing;

(iv) summaries of adjusting journal entries;

(v) copies of all paid bills; and

(vi) any other supporting documentation the Board may reasonably request within such reasonable time as not to impair the performance of Provider's functions under this Contract.

7.05 BOARD AUDIT RIGHTS

Provider and the Board recognize that Provider shall be subject to audits by various state and federal agencies, based on its duties of operating the Veterans Cemetery. Provider shall supply the Board with a copy of all audit reports, regardless of their source. Nothing herein shall limit the right of the Board to demand one (1) annual program and/or fiscal audit in accordance with GAAP of the Veterans Cemetery, using an independent third-party auditor selected by the Provider subject to review and approved by the Board which shall not be unreasonably withheld, the expense of which shall be borne by Provider. In addition, the Board shall have the right to perform an annual program and/or fiscal audit of any aspect of the operation of the Veterans Cemetery, using an auditor of the Board's choice. The costs associated with performing such special or targeted audits shall be the responsibility of the Board. Provider shall maintain such financial records and other records as may be prescribed by the Board or by applicable federal and state laws, rules, and regulations for a period of seven (7) years after final payment or until they are audited by the Board, whichever event occurs first. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

ARTICLE VIII. TERM, RENEWAL AND COMPENSATION

8.01 TERM OF CONTRACT

This Contract shall be effective October 1, 2025 ("Effective Date") and shall continue until September 30, 2030 (the "Initial Term"), subject to the conditions set forth in this Contract.

8.02 MANAGEMENT AND OPERATIONS FEE

As complete consideration for Provider's services under this Contract, including Provider's payment of all Operating Expenses, the Board shall, subject in all events to the availability of funds and current revenues as set forth in **SECTIONS 8.04 AND 9.01(a)**, pay Provider's Fee for the Veterans Cemetery in accordance with **ATTACHMENT D**, attached hereto and incorporated herein for all purposes. Provider's Fee shall be paid to Provider by the Board on a monthly basis, consistent with the requirements of Chapter 2251 of the Texas Government Code, "The Prompt Pay Act." For purposes of the Prompt Pay Act, the Board's payment of the Provider's Fee is overdue on the thirty-first (31st) day after the date the Board receives a proper invoice for Provider's services under the Contract. For purposes of determining the relevant time period to calculate the Provider's fee, "Day One (1)" for the Veterans Cemetery is the Effective Date. In the event that the Veterans Cemetery's Day One (1) is not on the first (1st) day of a month, the Operations Fee shall be prorated for the days in that month for which Provider provided services in the Veterans Cemetery. In accordance with the Prompt Pay Act, Provider shall pay any subcontractor under this Contract within ten (10) days after receipt of payment from the Board. **Requests for payment must prominently display "GLO Contract No. 26-003-000-E950."** Failure to include this information may result in a significant delay in payment.

8.03 INSPECTION

The Board's On-Site Representative shall conduct inspections, which may be announced or unannounced, at least once per quarter or more frequently if determined by the Board. Provider shall be scored in accordance with its compliance with the Board's Operating Manual and the Cemetery Inspection Checklists, attached hereto and incorporated herein for all purposes as **ATTACHMENT F**. To the extent the Board conducts an inspection within 30 days from a Force Majeure event, the Board shall take into consideration the occurrence of such Force Majeure event in determining Provider's compliance with the Board's Operating Manual and Cemetery Inspection Checklists. Provider must maintain a minimally accepted compliance score of eighty percent (80%) or higher for each inspection. In the event that Provider does not achieve such a score, Provider shall be given at least thirty (30) days prior to the following inspection to remedy all cited deficiencies and achieve this score. Provider may request, in writing, a time period longer than thirty (30) days to achieve compliance which shall be subject to the Board or the Board's designee's written approval. The Board or the Board's designee's approval shall not be unreasonably withheld. If Provider cannot achieve compliance at this following inspection, the Board may elect to terminate the Contract for cause in accordance with **ARTICLE IX**.

If the Board elects to terminate the Contract for cause in accordance with **ARTICLE IX** for Provider's failure to achieve compliance, Provider shall reimburse the Board the amount

of cost to bring the Veteran's Cemetery into compliance no later than the Contract's termination date.

8.04 OPERATIONS FEE ADJUSTMENT PROVISION

The Parties agree that the fees set forth on **ATTACHMENT E** are based in part upon certain estimates relating to costs of operation and projected burial rates, which are difficult to predict accurately over the term of the Contract. If any cost of operation materially changes (which must be objectively demonstrated), or actual burial rates exceed one thousand (1,000) in any rolling one (1) year period, Provider may request a review and adjustment of these fees. The Board shall review Provider's request in good faith; however, notwithstanding the preceding sentence, the Board is not obligated to increase these fees.

8.05 PASS THROUGH EXPENDITURES

The Board and Provider agree that the "pass-through expenditures" listed on **ATTACHMENT D** shall be the responsibility of the Board and not considered part of Provider's normal Operating Expenses. Provider shall promptly present the Board with invoices for all such expenses for reimbursement.

8.06 LIMITED OBLIGATION AGREEMENT

THIS CONTRACT IS A LIMITED OBLIGATION OF THE BOARD, AND ANY PAYMENT REQUIRED BY THE BOARD UNDER THIS CONTRACT SHALL BE LIMITED SOLELY TO THE CURRENT FUNDS RECEIVED BY THE BOARD FOR THE PAYMENT OF EXPENSES OF THE VETERANS CEMETERIES; NEITHER THE FAITH, CREDIT, TAXING POWER OF THE STATE OF TEXAS OR THE UNITED STATES OF AMERICA, NOR THE GENERAL REVENUES OF THE BOARD ARE PLEDGED TO MAKE ANY PAYMENT REQUIRED UNDER THIS CONTRACT.

8.07 MISCELLANEOUS SERVICES FEE

The Board and Provider agree that any "Miscellaneous Services" requested by the Board, as described under **ARTICLES V AND VI**, shall be the responsibility of the Board and are not considered part of Provider's normal Operating Expenses. Provider shall promptly present the Board with invoices for all such expenses for reimbursement. The Board, however, shall not compensate Provider for any expenses exceeding Provider's statement of work as approved by the Board.

ARTICLE IX. TERMINATION AND REMEDIES

9.01 TERMINATION

Either Party may terminate this Contract in the Event of Default by the other Party, or as otherwise specified in this **ARTICLE IX**. In the event of notice of termination or default, Provider will cooperate in the development of a Transition Plan for transitioning all aspects of facility operation from the current Provider to a new provider designated by the Board, with such transition occurring no later than one hundred twenty (120) days from the date of the receipt of notice. Any outstanding obligations shall be resolved in accordance with **Section 9.06.**

(a) State Termination for Non-appropriation

This Contract shall not be construed as creating any debt on behalf of the State in violation of Tex. Const. Art. III § 49. The continuation of this Contract beyond the current biennium may be subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Texas State Legislature, the Board's excess lending profits and/or federal sources.

(b) Termination Without Cause by Board

The Board shall have the right to terminate this Contract without cause. Provider shall be provided with written notice no less than one hundred twenty (120) calendar days prior to the Board's termination of this Contract. In the event that the Board exercises its rights to early termination under the provisions of this clause, such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

(c) Termination as Relief for Provider

Provider shall have the right to petition the Board for the termination of this Contract as relief from an unforeseen catastrophic natural or economic event, arising through no fault of Provider, that impairs the ability of Provider to perform its duties hereunder. Upon a finding that good cause exists for such termination, the Board shall terminate this Contract. Furthermore, if Provider, in fulfilling its obligations under this Contract, can objectively demonstrate to the Board that the Veterans Cemetery is operating at financial loss, Provider shall have the right to terminate this Contract. In the event that this Contract is terminated, such termination shall occur at the earlier of either:

(i) one hundred and twenty (120) days following Provider's petition to the Board for early termination; or

(ii) the date upon which any catastrophic natural or economic event causes Provider to be no longer fiscally capable of carrying out the services required under this Contract.

9.02 PROVIDER EVENTS OF DEFAULT

With respect to Provider, it shall be an Event of Default hereunder for any of the following conditions:

(a) Material Compliance

If Provider fails to keep, observe, or perform any material agreement, term, or provision of this Contract for a period of thirty (30) calendar days after notice from the Board specifying the event or events of default. However, no Event of Default shall be deemed to exist where the act, event, or condition is one which by its nature or circumstances reasonably requires more than thirty (30) days to cure and Provider, promptly following receipt of the Board's notice, in good faith initiates and diligently pursues measures which, upon their conclusion, may reasonably be expected to cure or eliminate the noticed act, event, or condition;

(b) Failure to Pay Third-party Providers

If Provider fails to make payments or keep any covenants owing to any third party which would cause the Board to lose possession of the Veterans Cemetery or any

personal property or service arrangements that are required to operate the Veterans Cemetery in the normal course of business;

(c) Voluntary Insolvency occurs if Provider:

(i) ceases or fails to be solvent, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any, whether at stated maturity or otherwise;

(ii) voluntarily ceases to conduct its business in the ordinary course;

(iii) commences any Insolvency Proceeding with respect to itself; or

(iv) takes any action to effectuate or authorize any of the foregoing;

(d) Involuntary Insolvency occurs if Provider:

(i) has any involuntary Insolvency Proceeding commenced or filed against it, or if any writ, judgment, warrant of attachment, execution, or similar process is issued or levied against a substantial part of Provider's properties, and any such proceeding or petition is not dismissed; or such writ, judgment, warrant of attachment, execution, or similar process is not released, vacated, or fully bonded within sixty (60) days after commencement, filing, or levy;

(ii) admits the material allegations of a petition against it in any Insolvency Proceeding, or if an order for relief (or similar order under non-U.S. law) is ordered in any Insolvency Proceeding; or

(iii) acquiesces in the appointment of a receiver, trustee, custodian, conservator, liquidator, mortgagee in possession (or agent therefor), or other similar person for itself, for a substantial portion of its property or business.

9.03 BOARD EVENTS OF DEFAULT

With respect to the Board, it shall be an Event of Default hereunder if the Board fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including non-payment of Provider's Fee hereunder for any cause not specifically allowed herein, and such default continues for a period of thirty (30) calendar days after notice is provided to the Board by Provider.

9.04 FORCE MAJEURE/NO DEFAULT

Any delays in or failure of performance by either party, except with regard to the obligation of payments under this Contract, shall not constitute an Event of Default hereunder if, and to the extent that, such delays or failure of performance are caused by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent Force Majeure. The party claiming Force Majeure shall promptly notify the other party in writing of the Force Majeure event and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so, and shall resume performance at the earliest possible date. However, if non-performance continues for

more than thirty (30) days, the other party may terminate this Contract immediately upon written notification to the non-performing party.

9.05 REMEDIES UPON DEFAULT - PROVIDER/BOARD

If any Event of Default by either Party shall occur, either party, in addition to any other remedy at law available to it, may terminate this Contract in accordance with the terms herein, thereby releasing all Parties from any further continuing operational obligations whatsoever hereunder, provided the Parties shall cooperate in development of a Transition Plan. **NOTHING CONTAINED IN ANY PORTION OF THIS CONTRACT SHALL BE CONSTRUED IN ANY WAY TO WAIVE ANY DEFENSES ASSERTIBLE BY EITHER PARTY, INCLUDING SOVEREIGN IMMUNITY BY THE BOARD OR GOVERNMENTAL IMMUNITY BY THE PROVIDER.**

9.06 WINDING UP

In the event of termination of this Contract for any reason, the Parties shall perform the winding up tasks specified in this section. The Parties agree that the provisions of this section shall survive termination of this Contract and agree to undertake the following:

(a) The Parties shall account for, and properly present to each other, all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set-off under this Contract;

(b) Provider shall account and present for inspection to the Board, no later than thirty (30) calendar dates from the date of termination, all Capital Equipment and Capital Improvements, and any damaged or missing Capital Equipment and/or Capital Improvements shall be the financial responsibility of Provider unless otherwise provided for herein;

(c) Provider shall return the Veterans Cemetery to the Board, equipped and in the same condition as it was provided to Provider, to ensure the continued operation of the Veterans Cemetery save and except for any damage that was caused by a natural catastrophic event through no fault of the Provider;

(d) Provider shall return all keys, access cards, and security codes to the Board;

(e) Provider shall satisfactorily complete work-in-progress at the contracted rate; and

(f) Provider shall execute any documents and take any actions necessary to effectuate an assignment of this Contract, if so requested by the Board.

ARTICLE X. MISCELLANEOUS

10.01 CUMULATIVE RIGHTS AND REMEDIES; NO WAIVER

A right or remedy herein conferred upon or reserved to either Party hereto is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing, upon the occurrence of an Event of Default hereunder. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy as provided in this Contract shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy

given by this Contract to the Parties hereof may be exercised from time-to-time and as often as may be deemed expedient by the Parties hereto.

10.02 WAIVER OF PRIVILEGE

The Parties agree that any applicable attorney-client or other legal privilege shall not be deemed waived by this Contract.

10.03 ASSIGNMENT

Provider may not, without the prior written consent of the Board, which consent may be withheld or granted in the Board's sole discretion, assign its obligations as Provider hereunder; or lease, assign, or sub-manage the Veterans Cemetery.

10.04 SEVERABILITY

In case any one or more of the provisions contained in this Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, but this Contract shall be reformed and construed and enforced to the maximum extent permitted by applicable law.

10.05 APPLICABLE LAW

This Contract shall be interpreted, construed, applied, and enforced in accordance with the laws of the State of Texas applicable to contracts between parties that are to be performed entirely within Texas, regardless of:

(i) where this Contract is executed or delivered;

(ii) where any payment or other performance required by this Contract is made or required to be made;

(iii) where any breach of any provision of this Contract occurs, or any cause of action otherwise accrues;

(iv) where any action or other proceeding is instituted or pending;

(v) the nationality, citizenship, domicile, principal place of business, jurisdiction of organization, or domestication of any party;

(vi) whether the laws of the forum jurisdiction otherwise would apply the laws of a jurisdiction other than the State of Texas; or

(vii) any combination of the foregoing.

NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE BOARD OR THE STATE OF TEXAS OR GOVERNMENTAL IMMUNITY BY THE PROVIDER.

10.06 DISPUTE RESOLUTION

If a dispute arises that cannot be resolved to the satisfaction of the Parties, either party may notify the other party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, either party may require that the issue(s) be mediated. In such event, the requesting party shall notify the other, and a mediator acceptable to the Board and Provider will be selected. The mediation shall occur within thirty (30) days of the selection of a mediator.

Prior to the mediation, each party will provide the mediator with a statement of issues to be mediated, along with any other information/releases required by the mediator. Costs of the mediation shall be borne equally by the Parties. This provision shall not apply to any matter with respect to which the Board may make a decision within its sole and complete discretion. Resolution of a dispute between Provider and any of its subcontractors, suppliers, or employees is the responsibility of Provider.

10.07 CHOICE OF LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit brought against the Board arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. Except as otherwise provided by applicable law, the venue of any suit brought against Provider arising under this Contract is fixed in any court of competent jurisdiction in Lubbock County, Texas. Provider irrevocably waives any objection-including any objection to personal jurisdiction-it has or may have to the bringing of any action or proceeding in accordance with the foregoing, in respect of this Contract or any related document. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE BOARD OF THE STATE OF TEXAS OR A WAIVER OF GOVERNMENTAL IMMUNITY BY THE PROVIDER.**

10.08 CONFIDENTIALITY & PUBLIC RECORDS

If Provider receives a request or demand to disclose any books, documents, or records relevant to this Contract for the purpose of an audit or investigation, Provider shall, within two (2) business days after receipt of such request or demand, notify the Board in writing of the nature and scope of such request or demand, unless Provider is strictly prohibit from doing so as set forth in the terms of an audit, investigation, or subpoena. Upon written request of the Board, Provider shall make available to the Board all such books, documents, or records.

To the extent permitted by law, Provider and the Board shall keep all information, in whatever form produced, prepared, observed, or received by Provider or the Board, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Board; or (c) information that Provider or the Board is otherwise required to keep confidential by this Contract. Provider shall abide by the terms of the Board's Information Security Appendix as outlined in **ATTACHMENT G**.

The Board shall post this Contract to the GLO's website. Provider understands that the Board will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code Chapter 552 ("PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the Board or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the Board in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the Board or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as "confidential" or a

"trade secret," Provider waives any and all claims it may make against the Board for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party's contact information to the above-designated email address.

10.09 INDEMNITY

TO THE EXTENT PERMITTED UNDER THE LAW, EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE BOARD, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THE BOARD, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE STATE OF TEXAS AND THE BOARD FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

(a) THIS CONTRACT;

(b) ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR

(c) ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL-BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE BOARD. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10.10 LEGAL PROCEEDINGS

Provider shall, through its legal counsel, promptly coordinate all pertinent legal matters and proceedings with the Board's counsel, excluding any proceedings in front of the Equal Employment Opportunity Commission (the "EEOC"). As soon as practicable after Provider obtains actual knowledge thereof, Provider shall notify the Board in writing of all pending or threatened legal proceedings (other than those pending in front of the EEOC) affecting the Veterans Cemetery or the Board.

10.11 NOTICES

All notices required or permitted hereunder shall be given in writing by hand delivery; by registered or certified mail, postage prepaid; or by overnight delivery. Notice shall be delivered or mailed to the Parties at the following addresses or at such other places as either party shall designate in writing:

To Provider:
City Manager
The City of Lubbock, Texas
1314 Avenue K
Lubbock, Texas 79401

To the Board:
Director
Texas Veterans Land Board
Veterans Cemeteries Division
1700 North Congress
Austin, Texas 78701

With a copy to:
Texas General Land Office
Office of General Counsel
P.O. Box 12873
Austin, Texas 78711-2873

10.12 ENTIRE AGREEMENT

This Contract contains the entire agreement between the Parties and supersedes all prior agreements and understandings, and shall be binding upon, and inure to the benefit of, their successors and assigns. This Contract may not be modified or amended except by written instrument signed by both of the Parties hereto.

10.13 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 26-003-000-E950

IN WITNESS WHEREOF, the Parties hereby execute this Contract, to be effective as of Effective Date.

TEXAS GENERAL LAND OFFICE AND TEXAS VETERANS LAND BOARD	**CITY OF LUBBOCK, TEXAS**
_____	_____
Tony Dale, Executive Secretary	Name: _____
	Title: _____
Date of execution: _____	Date of execution: _____

OGC _____

PM _____

OIS _____

DGC _____

GC _____

ATTACHMENTS TO THIS AGREEMENT:

ATTACHMENT A: Capital Assets and Improvements
ATTACHMENT B: Information Technology Equipment
ATTACHMENT C: General Affirmations
ATTACHMENT D: Management and Operations Fee
ATTACHMENT E: Fiscal Year Budget
ATTACHMENT F: Cemetery Inspection Checklists
ATTACHMENT G: Information Security Appendix
ATTACHMENT H: Required Insurance

ATTACHMENT A. CAPITAL ASSETS AND IMPROVEMENTS(TBP)

ATTACHMENT B. INFORMATION TECHNOLOGY EQUIPMENT(TBP)

Equipment Type	Description

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Provider affirms and agrees to the following, without exception:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.*
2. Provider shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Provider shall 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, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant Provider certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Provider represents and warrants that it complies with the requirements of the state risk and authorization management program and Provider agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider 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 Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Provider to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Provider certifies that it will comply with the security controls required under this Contract and will maintain

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

records and make them available to the GLO as evidence of Provider's compliance with the required controls.

9. Provider represents and warrants that it has not given, offered to give, nor intends 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 the Contract.
10. Provider agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Provider to the State of Texas.
11. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.
    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Provider's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim.

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The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Provider seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Provider. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Provider. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Provider under this Contract 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. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Provider does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Provider, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

15. If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become

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unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Provider 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.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.*
21. Provider 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.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Provider further represents and warrants that if a former employee of the GLO was employed by Provider within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Provider that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract 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 any Party.
24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE

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EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, 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 DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH PROVIDER EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

26. TO THE EXTENT ALLOWED BY LAW, PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO 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: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT,

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CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO 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 GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Provider has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.

30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The

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acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, 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. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

34. Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

35. The GLO shall post this Contract to the GLO's website. Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as "confidential" or a "trade secret," Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, https://www.glo.texas.gov.
37. If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Provider certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Provider 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 Provider's business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Provider certifies that neither it nor its parent company, nor any affiliate of Provider 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 2275.0103, or (2) headquartered in any of those countries.*
41. If Provider is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Provider verifies that Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*
42. If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*
43. If Provider is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Provider will play the United States national anthem at the beginning of each team sporting event held at Provider's home venue or other venue controlled by Provider for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Provider to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Provider may be debarred from

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contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, in accordance with Section 552.372 of the Texas Government Code, Provider must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Provider's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Provider's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Provider agrees that the Contract may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.*

45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Provider, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Provider compiled in connection with its performance under the Contract.*

46. If subject to 2 C.F.R. 200.216, Provider shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Provider uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

48. If subject to 2 C.F.R. 200.217, Provider shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Provider shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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MANAGEMENT AND OPERATIONS FEE

Subject to the provision of **ARTICLES VIII** and **IX,** and as complete consideration for Provider's services under this Contract, the Board shall pay Provider:

(a) Provider's Fee:

Twelve (12) equal monthly payments in accordance with Provider's current, applicable fiscal year Budget; and

(b) Pass-Through Expenditures:

The following expenses shall be treated as expenditures of the Board and not payable by Provider as an Operating Expense.

- Energy (electric services) provided through an electricity provider selected by the Board. The Board may, at its sole discretion, assign to Provider any contract with an electricity provider in place as of the date of the execution of this Contract;
- Water service provided through a water service provider selected by the Board. The Board may, at its sole discretion, assign to Provider any contract with a water service provider in place as of the date of the execution of this Contract;
- Concrete Grave Liners; and
- Audit Expenditures as defined in **SECTION 7.05.**

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FY 2025-26 Operating Budget Roll Up
West Texas VA Cemetery

		2024-25 YTD Actual	2024-25 Budget	2025-26 Proposed	Variance	% Variance
Compensation		**10,690**	**239,681**	**407,974**	**168,293**	**70.2**
	Pay-Full Time	10,690	239,441	397,494	158,053	66.0
	Pay-Overtime Pay	-	-	10,000	10,000	-
	Pay-Certification/Education Pay	-	240	480	240	100.0
Benefits		**2,772**	**111,190**	**258,642**	**147,452**	**132.6**
	Ben-Retirement TMRS	1,953	20,181	75,535	55,354	274.3
	Ben-Social Security	818	8,492	31,363	22,871	269.3
	Ben-Group Hospital Ins	-	71,276	138,868	67,592	94.8
	Ben-Wrkrs Comp	-	9,600	9,600	-	-
	Ben-Basic Life Ins	1	29	51	22	75.9
	Ben-Group Dental Ins	-	1,612	3,226	1,614	100.1
Supplies		**573**	**67,400**	**56,000**	**(11,400)**	**(16.9)**
	Sup-Office Supplies	573	4,400	5,000	600	13.6
	Sup-Cleaning Supplies	-	2,000	2,000	-	-
	Sup-Botanical Supplies	-	50,000	25,000	(25,000)	(50.0)
	Sup-Safety Supplies	-	2,500	3,000	500	20.0
	Sup-Other Clothing Supplies	-	4,000	5,000	1,000	25.0
	Fuel Sup-Unleaded	-	2,000	8,000	6,000	300.0
	Fuel Sup-Diesel	-	2,500	8,000	5,500	220.0
Maintenance		**-**	**1,000**	**7,500**	**6,500**	**650.0**
	Eq Maint-Motor Vehicle	-	1,000	5,000	4,000	400.0
	Eq Maint-Other Equip	-	-	2,500	2,500	-
Professional Services/Training		**213**	**42,500**	**37,740**	**(4,760)**	**(11.2)**
	Prof-Professional Services	213	2,000	3,000	1,000	50.0
	Prof-Laundry & Cleaning Svc	-	2,000	6,240	4,240	212.0
	Prof-Contracted Services	-	30,000	20,000	(10,000)	(33.3)
	Misc-Professional Dues	-	1,000	1,000	-	-
	Misc-Training And Travel	-	7,500	7,500	-	-
Other Charges		**-**	**21,800**	**23,800**	**2,000**	**9.2**

	Rent-Rent Lease Mach Equip	-	1,800	1,800	-	-
	Sp Proj - Special Projects	-	15,000	15,000	-	-
	Misc-Exp Allow Car & Other	-	5,000	2,000	(3,000)	(60.0)
	Misc-Indirect Cost Alloc	-	-	5,000	5,000	-
Scheduled Charges		**1,679**	**25,500**	**11,400**	**(14,100)**	**(55.3)**
	Prof-IT Services	1,569	21,000	8,200	(12,800)	(61.0)
	Bene-Liability Insurance	-	1,500	1,500	-	-
	Misc-Telephone	110	2,500	700	(1,800)	(72.0)
	Misc-Postage	-	500	1,000	500	100.0
Reimbursements		**-**	**(509,071)**	**-**	**509,071**	**(100.0)**
	Reimb-Personal Services	-	(25,000)	-	25,000	(100.0)
	Reimb-Special Projects	-	(484,071)	-	484,071	(100.0)
					-	-
Total		**15,927**	**-**	**803,057**	**803,057**	**-**

CEMETERY INSPECTION CHECKLISTS

VLB Quarterly Site Inspection Checklist #1
Operational Standards and Measures for Texas State Veterans Cemeteries

25 of 100 standards

2 Blue	Critical Priority, required for all VLB Quarterly Site Inspections
10 Red	High Priority, required for all VLB Quarterly Site Inspections
13 Yellow	Medium Priority, required for all VLB Quarterly Site Inspections

Category	Sub-Category	Standard	Measure	Priority Level	Target	Scoring Criteria
1. Customer Satisfaction	1. Survey	Standard 1.1.1: Visually prominent areas, turf, sand, or mineral-based ground cover are maintained in a manner that is appropriate for the medium in place.	Measure 1.1.1: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that the overall appearance of the cemetery is excellent. (NoK, FD)	Critical	99%	94-100% = Met <94% = Did Not Meet
1. Customer Satisfaction	1. Survey	Standard 1.1.2: Each day's burial/niche sites are covered, initially groomed, marked, and made presentable for visitors before close of business each day.	Measure 1.1.2: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that the appearance of their loved one's gravesite/columbaria is excellent. (NoK)	Critical	96%	91-100% = Met <91% = Did Not Meet
1. Customer Satisfaction	1. Survey	Standard 1.1.4: Committal services are conducted in clean and orderly shelters that provide for the safety, privacy, and special needs of the family.	Measure 1.1.4: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that the committal shelter used for the service was private, clean, and free of safety hazards. (NoK, FD)	High	98%	93-100% = Met <93% = Did Not Meet
2. Equipment Maintenance	2. Condition of Equipment and Tools	Standard 2.2.1: Equipment is functional, in good condition, and visibly marked as State or Tribal property.	Measure 2.2.1a: Cemetery Equipment and Vehicles present a clean (generally free of dirt and extraneous matter) and neat appearance at the end of each workday.	High	Yes	Yes = Met No = Did Not Meet
2. Equipment Maintenance	2. Condition of Equipment and Tools	Standard 2.2.1: Equipment is functional, in good condition, and visibly marked as State or Tribal property.	Measure 2.2.1d: Non-functional equipment is identified and removed from visually prominent areas within 90 days.	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.1: Buildings and structures are well-maintained and are acceptable for their functional use.	Measure 3.1.1a: The percent of cemetery buildings that are assessed as acceptable for their function.	High	90%	90-100% = Met <90% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.3: Approved water features are functional and maintained according to their intended purpose.	Measure 3.1.3: The percent of water features (natural or man-made ponds, lakes, fountains, pools, waterfalls) that are assessed as acceptable for their function.	Medium	80%	80-100% = Met <80% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.4: Signage is convenient and helpful.	Measure 3.1.4a: The percent of signage (wayfinding) that are assessed as acceptable for their function.	Medium	80%	80-100% = Met <80% = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.1: Gravesites and the appropriate Headstone, Marker, or Niche Cover are maintained within the guidelines and limits required to allow for a visually pleasing experience.	Measure 4.1.1a: The percent of headstones, markers, and niche covers that do not show evidence of debris or Objectionable Accumulations.	High	95%	85-100% = Met <85% = Did Not Meet

5. Grounds Maintenance	1. Cemetery Grounds Management	Standard 5.1.1: All maintenance activities are included in a current Cemetery Grounds Management Plan.	Measure 5.1.1: The cemetery has a written, current Cemetery Grounds Management Plan that includes all maintenance activities and schedules and are reviewed and updated on an annual basis.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.1: Visually prominent areas have sand, mineral, or well-established, healthy stand of turf.	Measure 5.2.1: Sand, mineral, or turf in visually prominent areas are generally weed free.	High	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.2: All sand, mineral, or turf is free of debris, i.e., leaves, fallen branches, and trash.	Measure 5.2.2b: Sand, mineral, or turf areas are cleared of leaves and other natural debris, as needed, or at least weekly.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.3: All sand, mineral, or turf areas are graded to ensure proper drainage and prevent standing or pooling water.	Measure 5.2.3: Sand, mineral, or turf in visually prominent areas do not show evidence of standing or pooling of water.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.4: Visually Prominent Areas have a well-established, healthy stand of turf.	Measure 5.2.4b: Visually Prominent Areas with established turf are maintained within one inch above the range of that which is professionally recommended for that type of turf and geographic region according to the Cemetery Grounds Management Plan.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.5: The turf used is compatible with the geographic region.	Measure 5.2.5: The cemetery is using turf that is compatible with the geographic region.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	1. Order	Standard 6.1.1: The request for a headstone, marker, or niche cover is completed within prescribed time frames.	Measure 6.1.1: The percent of headstone, marker, and niche cover requests that are inscription approved (released from the cemetery in BOSS, or ordered and tracked if not using BOSS) within ten calendar days of interment.	High	97%	97-100% = Met <97% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	1. Order	Standard 6.1.2: Inscription data are accurate and complete.	Measure 6.1.2: The percent of inscriptions ordered by the cemetery that are accurate and complete.	High	99%	99-100% = Met <99% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	2. Delivery, inspection, and storage	Standard 6.2.2: Headstones, markers, and niche covers are handled and stored to prevent damage prior to setting.	Measure 6.2.2: The percent of headstones, markers, and niche covers received annually that are replaced due to cemetery damage prior to setting.	Medium	Less than 1%	<1% = Met =>1% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	2. Delivery, inspection, and storage	Standard 6.2.3: Headstones, markers, and niche cover replacement coding is verified for accuracy.	Measure 6.2.3: The percent of replacement orders that are reviewed for accurate replacement reason, error, and expense codes.	Medium	100%	90-100% = Met <90% = Did Not Meet
7. Interment Operations	2. Site Preparation	Standard 7.2.1: Each day's gravesites are properly excavated and present a neat appearance prior to burial.	Measure 7.2.1: Gravesites are excavated properly, at the proper depth, proper position (Left Half, Right Half, Center Line, etc.), spoils or sod appropriately removed or made presentable, and headstones for reopeners appropriately placed and/or protected.	High	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	2. Site Preparation	Standard 7.2.2: Integrity of existing graves around the worksite will be preserved.	Measure 7.2.2: Corrective action to repair damage caused by daily operations is initiated by close of business the same day.	Medium	Yes	Yes = Met No = Did Not Meet
8. Safety	1. Operations	Standard 8.1.2: In accordance to Occupational Safety and Health Administration's (OSHA) Walking Working Surfaces: All areas where cemetery operations have been conducted are neat, clean, and free of debris and equipment at the end of the workday.	Measure 8.1.2a: Roads, sidewalks, paths and parking lots open to the public or for cemetery operations during adverse conditions are safe and accessible (e.g., clear of ice and snow or storm debris).	High	Yes	Yes = Met No = Did Not Meet
8. Safety	1. Operations	Standard 8.1.3: Open graves are identified and protected.	Measure 8.1.3: Open graves are protected by appropriate devices while unattended.	Medium	Yes	Yes = Met No = Did Not Meet
9. VLB Standard	1. Outreach and Support	Standard 9.1.1: Communication with individuals and organizations.	Measure 9.1.1a: Attendance at one community event per month.	Medium	Yes	Yes = Met No = Did Not Meet
9. VLB Standard	1. Outreach and Support	Standard 9.1.1: Communication with individuals and organizations.	Measure 9.1.1b: Promotion of patriotism. Involvement of scouts or schools once per month.	High	Yes	Yes = Met No = Did Not Meet

VLB Quarterly Site Inspection Checklist #2
Operational Standards and Measures for Texas State Veterans Cemeteries

25 of 100 standards

2 Blue	Critical Priority, required for all VLB Quarterly Site Inspections
10 Red	High Priority, required for all VLB Quarterly Site Inspections
13 Yellow	Medium Priority, required for all VLB Quarterly Site Inspections

Category	Sub-Category	Standard	Measure	Priority Level	Target	Scoring Criteria
1. Customer Satisfaction	1. Survey	Standard 1.1.3: Committal services are conducted with dignity and respect for the decedent, and compassion for their loved ones.	Measure 1.1.3: The percent of respondents to the annual Customer Satisfaction Survey who were somewhat or very satisfied with the committal or memorial service. (NoK)	Critical	95%	90 - 100% = Met <90% = Did Not Meet
1. Customer Satisfaction	1. Survey	Standard 1.1.5: Signage is convenient and helpful.	Measure 1.1.5: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that there are sufficient signs within the cemetery to assist visitors. (NoK, FD)	High	90%	85-100% = Met <85% = Did Not Met
1. Customer Satisfaction	1. Survey	Standard 1.1.6: Headstones, markers, and niche covers are clean, free of debris and Objectionable Accumulations.	Measure 1.1.6: The percent of respondents to the annual Customer Satisfaction Survey who agree or strongly agree that the upkeep of headstones, markers, and niche covers is excellent. (NoK, FD)	Medium	98%	93-100% = Met <93% = Did Not Meet
2. Equipment Maintenance	2. Condition of Equipment and Tools	Standard 2.2.2: Tools are available, properly maintained, and secure.	Measure 2.2.2: Mechanic and hand tools are cleaned and stored in the proper location at the end of each workday and are stored in a secure location when not in use.	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.1: Buildings and structures are well-maintained and are acceptable for their functional use.	Measure 3.1.1b: The percent of cemetery structures that are assessed as acceptable for their function.	High	90%	90-100% = Met <90% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.4: Signage is convenient and helpful.	Measure 3.1.4b: The cemetery's business hours are posted in a Visually Prominent location (e.g., Entrance, Administration Building, Public Information Center).	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.6: Restrooms are clean, functional, sanitary, and appropriately supplied (e.g., soap, paper towels, hand-dryer, and toilet paper) and are accessible.	Measure 3.1.6c: Cemetery restrooms that do not meet Accessibility Standards are reported in writing by the cemetery to State or Tribal leadership.	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.7: Compliance with Veteran Cemetery Grants Program requirements.	Measure 3.1.7: Current and accurate VA Form 40-0241 annual data report provided timely to the Veteran Cemetery Grants Program.	Critical	Yes	Yes = Met No = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.1: Gravesites and the appropriate Headstone, Marker, or Niche Cover are maintained within the guidelines and limits required to allow for a visually pleasing experience.	Measure 4.1.1b: The percent of gravesites that have grades which are level and blend with adjacent grade levels.	High	95%	85-100% = Met <85% = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.2: Proper height, alignment, and plumb of each headstone and marker is maintained.	Measure 4.1.2a: The percent of headstones, markers, and niche covers that are visually aligned horizontally, vertically, and diagonally.	High	90%	80-100% = Met <80% = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.2: All sand, mineral, or turf is free of debris, i.e., leaves, fallen branches, and trash.	Measure 5.2.2a: Sand, mineral, or turf in visually prominent areas is free of trash.	High	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.6: Visually Prominent Areas are properly trimmed and edged.	Measure 5.2.6: Other Features (any additional turf areas requiring edging or trimming such as sidewalks, curbs, monuments) are trimmed or edged according to the Cemetery Grounds Management Plan.	Medium	Yes	Yes = Met No = Did Not Meet

5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.7: Avoid damage and ensure continuation of a well-established, healthy stand of turf during grounds maintenance operations.	Measure 5.2.7: Turf damage due to grounds maintenance tasks is identified and corrective action initiated by close of business the same day.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.8: The grade of every gravesite blends in with adjacent grade levels.	Measure 5.2.8: Sunken graves have been identified and a plan of action developed to re-establish the ground level and cover within 30 calendar days of the date identified.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.9: Gravesite openers and re-openers avoid damage and ensure continuation of a well-established, healthy stand of turf, presenting a disciplined evolution, not a construction site.	Measure 5.2.9a: Interments (first and subsequent) during the growing season that show healthy turf re-established within 60 days of the interment.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.9: Gravesite openers and re-openers avoid damage and ensure continuation of a well-established, healthy stand of turf, presenting a disciplined evolution, not a construction site.	Measure 5.2.9b: Winter grave re-openers that show healthy turf re-established within 60 days of the start of the growing season.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	2. Delivery, inspection, and storage	Standard 6.2.1: All headstones, markers, and niche covers are inspected and verified for inscription accuracy and quality.	Measure 6.2.1a: The percent of headstones, markers, and niche covers inspected to ensure the accuracy and quality of the inscription (centered, level, appropriate depth, consistency, etc.).	High	100%	90-100% = Met <90% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	2. Delivery, inspection, and storage	Standard 6.2.1: All headstones, markers, and niche covers are inspected and verified for inscription accuracy and quality.	Measure 6.2.1b: The percent of headstones, markers and niche covers received damaged, incorrectly inscribed, or of poor quality that are reported and reordered within six calendar days of delivery or inscription on site.	High	100%	90 - 100%= Met <90% = Not Met
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.1: Headstones, markers and niche covers are set in a timely manner after receipt.	Measure 6.3.1a: The percent of headstones, markers, or niche covers set within ten calendar days of receipt.	High	95%	95-100% = Met <95% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2d: Headstones and Markers set in Existing Sections are installed to be uniform with only minor height deviations to achieve a Pleasing Top Line with like headstones and markers in that section, and/or are set to ensure the inscription is visible.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	4. Verification and Handling of Remains	Standard 7.4.1: All caskets and urns are checked and verified to ensure accurate placement and are undamaged by cemetery personnel.	Measure 7.4.1b: The percent of caskets or urns that are undamaged by cemetery staff from receipt through interment operations	High	100%	100% = Met <100% = Did Not Meet
8. Safety	1. Operations	Standard 8.1.4: Cemetery facilities and infrastructures are maintained to avoid safety hazards for visitors and staff.	Measure 8.1.4: The number of accidents or injuries reported due to unsafe conditions in the cemetery as a result of poor maintenance of facilities and infrastructures.	Medium	0	0 = Met >0 = Did Not Meet
8. Safety	1. Operations	Standard 8.1.5: Grounds are maintained in a manner that avoids safety hazards for visitors and staff.	Measure 8.1.5: The number of accidents or reported injury to visitors or cemetery staff due to **preventable** safety hazards.	Medium	0	0 = Met >0 = Did Not Meet
9. VLB Standard	2. Readiness	Standard 9.2.1: Casket flags.	Measure 9.2.1: U.S. burial flags available for all Veterans' funeral services; including Unaccompanied Veterans.	High	Yes	Yes = Met No = Did Not Meet
9. VLB Standard	1. Outreach and Support	Standard 9.1.2: Volunteer Services.	Measure 9.1.2: Involvement of volunteers in some aspect of operations.	Medium	Yes	Yes = Met No = Did Not Meet

VLB Quarterly Site Inspection Checklist #3
Operational Standards and Measures for Texas State Veterans Cemeteries

25 of 100 standards

2 Blue	Critical Priority, required for all VLB Quarterly Site Inspections
10 Red	High Priority, required for all VLB Quarterly Site Inspections
13 Yellow	Medium Priority, required for all VLB Quarterly Site Inspections

Category	Sub-Category	Standard	Measure	Priority Level	Target	Scoring Criteria
1. Customer Satisfaction	2. Complaints	Standard 1.2.1: Cemeteries must have a complaint or complaint/compliment log.	Measure 1.2.1: The cemetery has a program for capturing complaints (mandatory) and compliments (preferred but optional). A complaint / compliment log is maintained by the cemetery staff and describes how the cemetery addressed and attempted to resolve each complaint.	High	Yes	Yes = Met No = Did Not Meet
1. Customer Satisfaction	2. Complaints	Standard 1.2.3: Integrity of existing graves around the worksite will be preserved.	Measure 1.2.3: The percent of complaints from visitors and family members about the condition of a grave damaged during interment operations that are addressed and attempted to be resolved by the cemetery.	Medium	100%	100% = Met <100% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.2: Access features are well-maintained and are acceptable for their functional use.	Measure 3.1.2a: The percent of access features (roads, parking lots, curb, walk, paths, entry features, perimeter walls/fences, bridges, overpasses, and sidewalks) that are assessed as acceptable for their function.	High	80%	80-100% = Met <80% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.2: Access features are well-maintained and are acceptable for their functional use.	Measure 3.1.2b: Marked parking spaces (where provided) meet handicapped accessibility requirements in public and employee parking lots or areas.	High	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	2. Kiosk/Gravesite Locator	Standard 3.2.1: Kiosk / Gravesite locator is convenient, in good repair, and helpful.	Measure 3.2.1b: Cemeteries provide a current and functional gravesite locator. If gravesite locator is a book then it needs to be current, complete and printed in alphabetical order and accessible to visitors within 90 days of the most recent interment. (For those with **less than 10 burials per year**, this will be completed at a minimum of twice a year.)	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	3. Environmental Management	Standard 3.3.2: Spoils areas do not detract from cemetery appearance.	Measure 3.3.2: The cemetery's spoils are located in areas that minimize public visibility.	Medium	Yes	Yes = Met No = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.1: Gravesites and the appropriate Headstone, Marker, or Niche Cover are maintained within the guidelines and limits required to allow for a visually pleasing experience.	Measure 4.1.1c: Turf around headstones is trimmed to the recommended height according to the Cemetery Grounds Management Plan.	Medium	95%	85-100% = Met <85% = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.2: Proper height, alignment, and plumb of each headstone and marker is maintained.	Measure 4.1.2b: The percent of headstones and markers that are at the proper height.	High	90%	80-100% = Met <80% = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.4: Visually Prominent Areas have a well-established, healthy stand of turf.	Measure 5.2.4a: Visually Prominent Areas with established turf are Generally Free of Bare Areas.	High	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	2. Turf/Mineral-Base	Standard 5.2.10: Visually prominent areas in which turf is not a part of the cemetery design are maintained in a manner that is appropriate for the medium in place. (Cemeteries Using Sand or Mineral-Based Ground Cover)	Measure 5.2.10: All Visually Prominent Areas appear raked and groomed and returning the gravesites to their original state within the same workday. (Cemeteries Using Sand or Mineral-Based Ground Cover)	Medium	Yes	Yes = Met No = Did Not Meet

5. Grounds Maintenance	3. Trees and Shrubs	Standard 5.3.1: Trees and shrubs are healthy, and free of pests and disease, and/or are maintained in accordance with the Cemetery Grounds Management Plan.	Measure 5.3.1: Trees and shrubs are healthy and free of pests and disease, and/or are maintained in accordance with the Cemetery Grounds Management Plan.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	4. Planting Beds	Standard 5.4.1: Cemetery Planting Beds are well maintained, attractive, and compatible with the geographic region.	Measure 5.4.1b: Plants in planting beds are healthy, free of pests and disease, and are maintained in accordance with the Cemetery Grounds Management Plan.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	5. General Maintenance	Standard 5.5.1: All areas where cemetery operations have been conducted are neat, clean, and free of debris and equipment at the end of the workday.	Measure 5.5.1a: Debris, equipment, tools, and supplies are removed at the end of the workday.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.1: Headstones, markers and niche covers are set in a timely manner after receipt.	Measure 6.3.1b: The percent of graves marked with a permanent headstone, marker, or niche cover and set within 60 calendar days of the interment.	High	95%	95-100% = Met <95% = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2a: Upright headstones in current active burial sections are installed to be uniform in height (24"-26" above ground); horizontally, vertically, and diagonally aligned; and inscription visible. A deviation from the height requirement is acceptable to ensure a Pleasing Top Line is achieved to compensate for ground contours.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2b: Flat markers in Active Burial sections are installed to be uniform in height (parallel with the ground and no more than 1" above ground level) and aligned horizontally, vertically, and diagonally.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.1: Headstones, markers, and niche covers that are no longer useable are disposed of in a manner that prevents reuse.	Measure 6.4.1b: Bronze markers or niche covers are recycled within one year of removal from the grave or niche.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.2: Headstones, markers, and niche covers are not damaged by cemetery operations.	Measure 6.4.2: The percent of headstone, marker, and niche cover replacements within the last 12 months due to damage during cemetery operations.	Medium	<0.1%	<0.1% = Met =>0.1% = Did Not Meet
7. Interment Operations	1. Layout of Burial Sections	Standard 7.1.1: Interment sections match Gravesite Layout Plan.	Measure 7.1.1a: Gravesite locations match the current Gravesite Layout Plan and Registry.	Critical	100%	100% = Met <100% = Did Not Meet
7. Interment Operations	2. Site Preparation	Standard 7.2.3: Outer burial receptacles awaiting installation are sufficient for the needs of the cemetery and placed in an orderly manner in an appropriate location.	Measure 7.2.3a: Outer burial receptacles are placed in a manner so they do not obstruct occupied graves or hinder the flow of traffic through the cemetery.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	2. Site Preparation	Standard 7.2.3: Outer burial receptacles awaiting installation are sufficient for the needs of the cemetery and placed in an orderly manner in an appropriate location.	Measure 7.2.3b: Outer burial receptacles required for future installation are stored in an appropriate location away from public view.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	3. Committal Service	Standard 7.3.1: Veterans receive a committal service or memorial service.	Measure 7.3.1: The cemetery provides a committal service or has a program to memorialize Unaccompanied Veterans.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	4. Verification and Handling of Remains	Standard 7.4.1: All caskets and urns are checked and verified to ensure accurate placement and are undamaged by cemetery personnel.	Measure 7.4.1a: Cemetery has a current (reviewed within past 24 months) Accounting for Remains SOP that has been certified by the Cemetery Director and incorporates standard tagging procedures for placing casket or urn into correct gravesite. The cemetery follows the SOP when performing interment operations.	Critical	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	5. Appearance of Gravesite and Active Burial Section	Standard 7.5.1: Each day's burial/niche sites are covered, initially groomed, marked, and made presentable for visitors before close of business each day.	Measure 7.5.1a: Daily interment or inurnment sites are marked with a correct and aligned temporary marker.	High	Yes	Yes = Met No = Did Not Meet
8. Safety	1. Operations	Standard 8.1.2: In accordance to OSHA's Walking Working Surfaces: All areas where cemetery operations have been conducted are neat, clean, and free of debris and equipment at the end of the workday.	Measure 8.1.2b: Safety hazards (holes, hazardous trees and branches, sprinkler heads, etc.) identified and corrective action initiated within the same workday.	High	Yes	Yes = Met No = Did Not Meet

VLB Quarterly Site Inspection Checklist #4
Operational Standards and Measures for Texas State Veterans Cemeteries

25 of 100 standards

2 Blue	Critical Priority, required for all VLB Quarterly Site Inspections
10 Red	High Priority, required for all VLB Quarterly Site Inspections
13 Yellow	Medium Priority, required for all VLB Quarterly Site Inspections

Category	Sub-Category	Standard	Measure	Priority Level	Target	Scoring Criteria
1. Customer Satisfaction	2. Complaints	Standard 1.2.2: Committal services are conducted with dignity and respect for the decedent, and compassion for their loved ones.	Measure 1.2.2: The percent of complaints from visitors and family members about the committal service, when the cemetery is responsible, that are addressed and attempted to be resolved by the cemetery.	High	100%	100% = Met <100% = Did Not Meet
1. Customer Satisfaction	2. Complaints	Standard 1.2.4: Daily maintenance activities do not detract from the dignity and solemnity of the cemetery.	Measure 1.2.4: The percent of complaints received as a result of operations, noise, equipment, etc. intruding on the visitor's experience that are addressed and attempted to be resolved by the cemetery.	Medium	100%	100% = Met <100% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.6: Restrooms are clean, functional, sanitary, and appropriately supplied (e.g., soap, paper towels, hand-dryer, and toilet paper) and are accessible.	Measure 3.1.6a: The percent of all cemetery restrooms that are inspected daily and determined to be clean and supplied in accordance with a Restroom Checklist. Checklists are visibly posted in each restroom. (Excludes, temporary restrooms (i.e., portable toilets for an event or at a construction site)).	High	100%	100% = Met <100% = Did Not Meet
3. Facilities Maintenance	1. Facilities Management	Standard 3.1.6: Restrooms are clean, functional, sanitary, and appropriately supplied (e.g., soap, paper towels, hand-dryer, and toilet paper) and are accessible.	Measure 3.1.6b: For cemeteries with **no on-site** assigned State or Tribal employees, restrooms are cleaned and supplied as needed at least once a week and inspected at least once every two weeks.	High	100%	100% = Met <100% = Did Not Meet
3. Facilities Maintenance	4. Waste Management	Standard 3.4.1: Trash is collected, disposed of, and does not detract from cemetery appearance.	Measure 3.4.1a: The cemetery's central trash collection points are located in areas that minimize public visibility.	Medium	Yes	Yes = Met No = Did Not Meet
3. Facilities Maintenance	4. Waste Management	Standard 3.4.1: Trash is collected, disposed of, and does not detract from cemetery appearance.	Measure 3.4.1b: Public-use trash receptacles are clearly marked, clean, neat, and in good repair.	Medium	Yes	Yes = Met No = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.1: Gravesites and the appropriate Headstone, Marker, or Niche Cover are maintained within the guidelines and limits required to allow for a visually pleasing experience.	Measure 4.1.1d: The percent of gravesites where turf around flat markers is edged (not trimmed) according to the Grounds Management Plan and are free of trimming debris.	Medium	95%	85-100% = Met <85% = Did Not Meet
4. Gravesite Assessment Review	1. GAR	Standard 4.1.2: Proper height, alignment, and plumb of each headstone and marker is maintained.	Measure 4.1.2c: The percent of upright headstones that are at correct plumb (no less than 89 degrees).	High	90%	80-100% = Met <80% = Did Not Meet
5. Grounds Maintenance	4. Planting Beds	Standard 5.4.1: Cemetery Planting Beds are well maintained, attractive, and compatible with the geographic region.	Measure 5.4.1a: Planting beds are Generally Weed-Free.	High	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	5. General Maintenance	Standard 5.5.1: All areas where cemetery operations have been conducted are neat, clean, and free of debris and equipment at the end of the workday.	Measure 5.5.1b: Roads, walkways, shelters, and burial sections are free of grounds maintenance debris by the end of the workday.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	5. General Maintenance	Standard 5.5.2: The National Cemetery Administration's floral policy is posted where the largest number of visitors will see the information.	Measure 5.5.2: Floral regulations are posted in visually prominent areas.	Medium	Yes	Yes = Met No = Did Not Meet

5. Grounds Maintenance	5. General Maintenance	Standard 5.5.3: Floral vases and its receptacles are well marked and in good condition.	Measure 5.5.3a: Floral vases are clean, free of water and debris, and in good repair.	Medium	Yes	Yes = Met No = Did Not Meet
5. Grounds Maintenance	5. General Maintenance	Standard 5.5.3: Floral vases and its receptacles are well marked and in good condition.	Measure 5.5.3b: Receptacles for floral vases are well marked, clean, neat, and in good repair.	Medium	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2c: Niche covers are installed to be horizontally and vertically aligned. The proper rosette and security screws are used.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	3. Installation	Standard 6.3.2: Headstones, markers, and niche covers are properly installed.	Measure 6.3.2e: Headstones and markers are located on the correct gravesite, consistent with the Gravesite Layout Plan and Registry.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.1: Headstones, markers, and niche covers that are no longer useable are disposed of in a manner that prevents reuse.	Measure 6.4.1a: Headstones, markers, and niche covers that are no longer useable are destroyed in a manner that obliterates the inscription and is dispositioned to prevent reuse; or placed within the existing gravesite for disposal to prevent reuse.	High	Yes	Yes = Met No = Did Not Meet
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.3: Headstones, markers, or niche covers stolen, vandalized or damaged beyond reasonable repair by actions outside the cemetery's control (e.g., storms, automobile accidents) are repaired or replaced.	Measure 6.4.3: The percent of headstones, markers, or niche covers damaged beyond reasonable repair, stolen or defaced that are repaired or reordered within six calendar days of the date damage is identified.	Medium	100%	90 - 100%= Met <90% = Not Met
6. Headstone, Marker and Niche Cover Operations	4. Visible and Legible	Standard 6.4.4: Headstone, marker and niche cover inscriptions are visible and legible, as appropriate for the age, and Historic Significance of the marker.	Measure 6.4.4: The percent of Historical Headstones, Markers and Niche Covers replaced during the past 12 months that are replaced with a headstone, marker, or niche cover of the same dimensions, material, inscription and features.	Medium	100%	100% = Met <100% = Did Not Meet
7. Interment Operations	5. Appearance of Gravesite and Active Burial Section	Standard 7.5.1: Each day's burial/niche sites are covered, initially groomed, marked, and made presentable for visitors before close of business each day.	Measure 7.5.1b: Daily burials are level with the surrounding terrain, tamped, raked smooth, and made ready for the application of seed or sod.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	5. Appearance of Gravesite and Active Burial Section	Standard 7.5.1: Each day's burial/niche sites are covered, initially groomed, marked, and made presentable for visitors before close of business each day.	Measure 7.5.1c: Floral arrangements are neatly placed on correct gravesites by close of business each burial day.	Medium	Yes	Yes = Met No = Did Not Meet
7. Interment Operations	5. Appearance of Gravesite and Active Burial Section	Standard 7.5.2: The active burial section presents a disciplined evolution, not a construction site.	Measure 7.5.2: Subsections show evidence of progress toward completion; grass is being established, headstones and markers delivered are being set, excess dirt, debris, tools and equipment are removed.	Medium	Yes	Yes = Met No = Did Not Meet
8. Safety	2. Personnel	Standard 8.2.1: Necessary personal protective equipment (PPE) and safety measures will be adhered to at all times.	Measure 8.2.1a: Personnel wear appropriate uniform and PPE for assigned tasks.	High	Yes	Yes = Met No = Did Not Meet
8. Safety	2. Personnel	Standard 8.2.1: Necessary personal protective equipment (PPE) and safety measures will be adhered to at all times.	Measure 8.2.1b: The number of accidents that occur as a result of improper use or lack of using PPE or safety measures during cemetery operations .	High	0	0 = Met >0 = Did Not Meet
9. VLB Standard	3. Administration	Standard 9.3.1: Reporting.	Measure 9.3.1: All reports are submitted accurately and on time.	Critical	Yes	Yes = Met No = Did Not Meet
9. VLB Standard	4. Ceremonies and Special Events	Standard 9.4.1: Ceremonies.	Measure 9.4.1: Plan and coordinate one ceremony per year.	Critical	Yes	Yes = Met No = Did Not Meet

Note:

METHODOLOGY

The performance of the cemetery against each of the 9 applicable categories as listed in the checklists above, is evaluated using a combination of the following:

1) Documentation review;
2) In-person interviews of cemetery staff;
3) Visual inspection; and
4) Sampling of gravesites.

The VLB Quarterly Site Inspection Checklists will be used to gauge the cemetery's performance in multiple functional areas to provide a comprehensive picture of the cemetery's appearance and overall performance.

DISTRIBUTION

Upon finalizing the inspection results, the VLB Inspector will provide a copy of the scorecard and performance score results to the VLB Veterans Cemeteries Manager and the cemetery Director.

CORRECTIVE ACTION PLAN

A Corrective Action Plan (CAP) is required by VLB for any measure that the cemetery received a "Did Not Meet" on the VLB Quarterly Site Inspection Checklist scorecard.

Within one (1) week of receiving the final inspection results from VLB, the Cemetery Director shall submit a CAP to the VLB Inspector.

The VLB Inspector and Cemeteries Manager will review the CAP to determine if it describes how the cemetery will correct the deficiency and if a reasonable projected completion date was provided.

If the CAP is not approved, then it will be returned to the Cemetery Director to be amended. Once amended, it will be returned to the VLB Inspector for a subsequent review with the VLB Cemeteries Manager.

If the CAP is approved, the VLB Inspector will notify the Cemetery Director to move forward with the plan of action.

Cemetery Directors will provide a monthly status report of all active CAPs to the VLB Cemeteries Manager, VLB Inspector, and any other interested parties (i.e., city or county leadership, etc.) until the deficiency has been corrected.

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GLO Information Security Appendix

1. Definitions

"Breach of Security" or "Breach" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

"GLO Data" means any data or information owned by the GLO, including PII or SPI as defined below, that Provider creates, obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the course of Contract performance.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code 521.002(1).

"Sensitive Personal Information" or "SPI" means the information categories listed at Tex. Bus. & Com Code 521.002(2).

2. Security and Privacy Compliance

2.1. Provider shall keep all and GLO Data received under the Contract strictly confidential.

2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.

2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the NIST Cybersecurity Framework. All such safeguards shall comply with applicable data protection and privacy laws.

2.4. Provider will legally bind any subcontractors to the same requirements stated herein and obligations stipulated in Provider's contract with the GLO. Provider shall ensure that the requirements stated herein are imposed on any subcontractor of Provider's subcontractor(s).

2.5. Provider will not share GLO Data with any third parties.

2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally handle PII on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.

2.7. Any GLO Data maintained or stored by Provider or any subcontract must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

3.1. GLO shall retain full ownership of all respective data provided to Provider or to which the Provider otherwise gains access by operation of the Contract.

3.2. Upon termination of the Contract, Provider shall promptly return to the GLO all GLO Data possessed by Provider and its agents or subcontractors. Provider shall retain no copies or back-up records of GLO Data. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this **Attachment**, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data to the purposes that make the return of GLO Data infeasible. In lieu of the requirements in this Section 3.2, the GLO may direct Provider to destroy any GLO Data in Provider's possession. Any such destruction shall be verified by Provider and the GLO.

4. Data Mining

4.1. Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.

4.2. Provider agrees to take all reasonably feasible, physical, technical, administrative, and procedural measures to ensure that no unauthorized use of GLO Data occurs.

5. Breach of Security

5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.

5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible, but in no event longer than 24 hours, upon discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report to the GLO with root cause analysis including the total number of records affected.

5.3. The initial notification and report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.

5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent.

5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

6.1. Upon the GLO's request and to confirm Provider's compliance with this **Attachment**, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and

application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review, is included in any subcontract it awards.

6.2. At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.

REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the GLO, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the GLO notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the GLO shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the GLO and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the GLO shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the GLO to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The GLO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the GLO with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The GLO, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the GLO to evidence the endorsement of the GLO as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior

written notice to the GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the GLO alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)
$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)
$1 MILLION CSL AUTOMOBILE INSURANCE
$1 MILLION ERRORS AND OMISSIONS, PER CLAIM
STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY
- $1 MILLION EACH ACCIDENT
- $1 MILLION DISEASE EACH EMPLOYEE
- $1 MILLION DISEASE POLICY LIMIT

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

(a) be submitted to insurance@GLO.TEXAS.GOV
(b) **prominently display "GLO Contract No. 26-003-000-E950** and
(c) Name the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

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REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

Contract No. *******

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Required form of Insurance	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AI# 13326
Regular City Council Meeting 6. 24.
07/22/2025:

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, Amendment No. 2 to American Rescue Plan Act Funding Agreement 16514, to alter the payout agreement for the previously approved funding for infrastructure to serve an affordable housing development.

Item Summary

On April 26, 2022, the City Council approved an American Rescue Plan Act (ARPA) Funding Agreement with MBE3, LLC, for construction of infrastructure to serve an affordable housing development.

On April 23, 2023, Amendment No. 1 changed the participating bank from Happy State Bank to Peoples Bank. No other terms were changed through the amendment.

Mr. Lal Williams is the owner/representative of the project. The proposed development was to be located directly to the north of Estacado High School. The boundaries for the development were as follows:

- On the north: East Municipal Drive;
- On the south: East Erskine Street
- On the east: North Magnolia Drive; and
- On the west: North Ivory Avenue.

The newly constructed infrastructure would serve sixty-six (66) newly constructed affordable housing units. The original payout of the ARPA grant funds would be disbursements as follows:

1. The first $625,000 of the funds would be disbursed after the planned infrastructure has been constructed, inspected by the City, and dedicated to the City for public use. (All but a small portion of the electic installation has been completed.)
2. The next payout would be made to MBE3, LLC, in the amount of $9,470, following the issuance of building permits by the City for each of the first thirty-three (33) homes.
3. The final payout of $312,500 would be disbursed upon the completed construction of the final thirty-three (33) homes.

Mr. Williams has completed four (4) homes to date. He also obtained permits for two (2) new homes, since the March 25, 2025 City Council Meeting.

Summary of Reimbursements Made to Date:

Project Allocation	**$1,250,000.00**	
First Half Payout	-625,000.00	
Payment for Permits	-37,880.00	4 permits
Subtotal	**$587,120.00**	
Payment to LP&L	-23,611.43	Overhead line installation
Subtotal	**$563,508.57**	
Payment for Permits	-18,940,00	2 permits
Current Balance	**$544,568.57**	

The new version of the proposed Amendment No. 2 suggests an alternative payout, which is explained below:
• There are no suggested changes to the current methodology to pay for permits.
• $544,568.57 remaining balance
• 27 permits remain of the original 33 required (first six (6) have been paid to MBE3, LLC)
• 27 x $9,470 = $255,690

Amendment No. 2 would eliminate the lump sum and change the way the remaining balance would be paid:
• $544,568.57 - $255,690 = $288,878,57
• The remaining amount of $288,878.57 will be paid after a house is completed and a Certificate of Occupancy (CO) has been issued by the City.
• The first 4 completed houses do not qualify for payout following the issuance of a CO.
• The next 20 houses, when completed and the CO issued, will receive $14,443.93 per house. ($288.878.57 / 20 = $14,493.93)

If Mr. Williams is able to meet the building requirements, the total $1,250,000 allocated for this affordable housing project will be paid out to MBE3, LLC.

Fiscal Impact

This amendment has no fiscal impact other than to change the method and timing of the disbursement of the previously allocated funding.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - Amendment No. 2
MBE3 Amendment 2 - signed
Original Agreement - MBE3, LLC

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to the ARPA funding agreement Contract No. 16514 for infrastructure to support an affordable housing development by and between the City of Lubbock and MBE 3, LLC, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocsII/RES.Amend #2 ARPA MBE 3
July 22, 2025

Amendment No. 2

Agreement Between
The City of Lubbock, TX
And
MBE 3, LLC

This is Amendment No. 2 to the ARPA Funding Agreement for Infrastructure Construction (the "Agreement") Contract No. 16514 dated and entered into on the 26th day of April, 2022, Contract No. 16514, by and between the City of Lubbock (the "City") and MBE 3, LLC (the "Subrecipient"), collectively (the "Parties").

The Subrecipient is building infrastructure that will support a new affordable housing development for populations disproportionately impacted by the COVID-19 Pandemic to be located within a qualified census tract (the "Project").

In order to assist Subrecipient expedite the construction process, and in turn make readily available the housing to be supported by the Project, the City and Subrecipient now enter into this Amendment.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is agreed to hereby, the Parties enter into this amendment and agree as follows:

1. Article III "Conveyance of ARPA Grant Funds", Section 2 of the Agreement is hereby amended by deleting Section 2 in its entirety and replacing it with the following:

> 2. As Subrecipient obtains building permits from the City for the construction of the first thirty-three (33) single-family residences to be marketed and sold as owner occupied affordable housing in the area described herein, the City shall disburse nine thousand four hundred seventy dollars and NO/100 ($9,470.00) per permit as the permits are obtained by the Subrecipient; and

2. Article III "Conveyance of ARPA Grant Funds", Section 3 of the Agreement is hereby amended by deleting Section 3 in its entirety and replacing it with the following:

> 3. The final balance of two hundred eighty-eight thousand eight hundred seventy-eight and 57/100 Dollars ($288,878.57) shall be disbursed to the Subrecipient in increments of fourteen thousand four hundred ninety-three and 93/100 Dollars ($14,493.93) per house, up to twenty (20) houses, as Subreceipient completes each house and successfully passes a final inspection for each house by the City.

All other terms of the Agreement, as previously amended, not specifically amended by Amendment No. 2 shall remain in full force and effect and are not altered herein.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____2025.

CITY OF LUBBOCK

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Attorney

APPROVED AS TO FORM:

Matt Wade, City Attorney

MBE 3, LLC

Lal Williams, Owner

Resolution No. 2022-R0210
Item No. 7.36
April 26, 2022

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, ARPA Funding Agreement No. 16514 for the construction of infrastructure to serve an affordable housing development in a qualified census tract, by and between the City of Lubbock and MB3, LLC, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on April 26, 2022.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 16514 ARPA funding agreement MB3 LLC
4.21.22

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AGREEMENT FOR THE CONSTRUCTION OF INFRASTRUCTURE TO SERVE AN AFFORDABLE HOUSING DEVELOPMENT IN A QUALIFIED CENSUS TRACT

This ARPA Funding Agreement for Infrastructure Construction (the "Agreement") Contract No. 16514 is entered into this 26th day of April 2022, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and MBE 3, LLC, (the "Subrecipient").

WHEREAS, the Coronavirus Disease 2019 ("COVID-19") pandemic caused numerous public health and economic issues throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds ("CLFRF Fund"), which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

(1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full

fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is a metropolitan city as defined by section 5302(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5302(a)(4)); and

WHEREAS, the City is allocating the costs for the assistance provided under this Agreement prior to December 31, 2024; and

WHEREAS, the primary goal of this Agreement is for the City to provide to the Subrecipient certain funds received from the CLFRF Funds so that the Subrecipient may cause the construction and installation of infrastructure that will support a new affordable housing development for disproportionately impacted populations and communities living in a qualified census tract ("QCT") (*See* 31 CFR Part 35.6(b)(12)); and

WHEREAS, the Subrecipient shall develop and construct an affordable housing community of approximately 15 acres within a QCT which shall include construction of all necessary water, sewer, paving, and electric utility infrastructure (the "Project") to support the new affordable housing development of approximately sixty-six (66) three and four-bedroom single-family residences; and

WHEREAS, Subrecipient has an experienced staff and is qualified to provide oversight and management of the Project related to a new affordable housing development; and

WHEREAS, the City has determined the funds the City is providing to Subrecipient under this Agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency to respond to and assist those who have experienced economic harm in the form of inadequate or poor-quality housing due to the COVID-19 pandemic; and

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption through December 31, 2026 or upon completion of the Project herein. 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. SCOPE OF SERVICES

The Subrecipient shall be responsible for the construction and installation of all water, sewer, paving, and electric utility infrastructure which shall support the affordable housing development Subrecipient shall construct in a QCT in the area as described on the plat map named "Exhibit A", attached hereto and incorporated herein, and generally located in an area of the City of Lubbock and shall be bound by the following:

On the North: East Municipal Drive;

On the South: East Erskine Street;

On the East: North Magnolia Drive; and

One the West: North Ivory Avenue.

The Subrecipients affordable housing development shall be comprised of a minimum of sixty-six (66) three or four-bedroom single-family residences. Such affordable housing shall be constructed in a good and workmanlike manner and shall be utilized to increase the inventory of affordable housing units in the City of Lubbock. Further, the construction of the Project and new single-family residences shall be in conformance with the City of Lubbock Code of Ordinances, state, and federal laws, including but not limited to 2 C.F.R. Part 200.

ARTICLE III. CONVEYANCE OF ARPA GRANT FUNDS

The City agrees to convey ARPA grant funds to the Subrecipient for the installation of water, sewer, paving, and electric utility infrastructure that shall service the Subrecipient's new affordable housing development as stated herein, in an amount not to exceed the lesser of actual Project costs or one million two hundred fifty thousand and NO/100 dollars ($1,250,00.00) as estimated as the probable cost of construction of the infrastructure as set forth in "Exhibit B", attached hereto and incorporated herein.

The transfer of ARPA grant funds to the Subrecipient shall occur in disbursements as follows:

1. The first six hundred twenty-five thousand dollars and NO/100 ($625,000.00) of the funds shall be disbursed to the Subrecipient after all the infrastructure described in "Exhibit B" has been constructed, inspected by the City, and dedicated to the City for public use;

2. As Subrecipient obtains building permits from the City for the construction of the first thirty-three (33) single-family residences to be sold as affordable housing in the area described herein, the City shall disburse nine thousand four hundred seventy dollars and NO/100 ($9,470.00) per permit as the permits are obtained by the Subrecipient; and

3. The final payment of three hundred twelve thousand five hundred dollars and NO/100 ($312,500.00) shall be disbursed to the Subrecipient upon the completed construction of the first thirty-three (33) single-family residences described herein.

ARTICLE IV. TERMINATION

A. General. The City may terminate this Agreement, for cause, upon thirty (30) days written notice to the Subrecipient, and Subrecipient does not cure its default within the time stated in the written notice. In the event this Agreement is so terminated, the City shall only provide ARPA grant funds to the Subrecipient for the infrastructure contemplated here which is constructed up to the date the Subrecipient is deemed to have received notice of termination, as provided herein. Further, any excess ARPA grant funds in the Subrecipient's possession shall be refunded to the City immediately upon termination.

B. Termination and Remedies. In the event the Subrecipient 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 V. 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 VI. REPRESENTATIONS AND WARRANTIES

A. Existence. The Subrecipient is a limited liability 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 Subrecipient 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 Subrecipient. This Agreement constitutes legal, valid,

and binding obligations of the Subrecipient and is enforceable in accordance with the terms thereof.

D. Subrecipient. The Subrecipient maintains a commercially proficient staff and employs, as needed, other qualified specialists experienced in completing the Project, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Project contemplated hereby.

E. Performance. The Subrecipient 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 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 Subrecipient warrants that any materials provided by the Subrecipient 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 Subrecipient shall be solely responsible for ensuring that any materials provided by the Subrecipient pursuant to this Agreement satisfy this requirement and the Subrecipient 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 Subrecipient's failure to perform this duty.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Subrecipient and the City agree that the Subrecipient 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 Subrecipient 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 Subrecipient and the Subrecipient'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. PERFORMANCE AND PAYMENT BONDS

Upon execution of this Agreement, and prior to any work on the Project, the Subrecipient shall present to the City performance and payment bonds in compliance with the Texas Government Code § 2253.021.

ARTICLE IX. INSURANCE

The Subrecipient 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 Subrecipient shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved sub-contractor or sub-consultant of the Subrecipient 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 Subrecipient shall further cause any approved sub-contractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Subrecipient herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved sub-contractor 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 Subrecipient 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 Subrecipient shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Subrecipient 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 Subrecipient maintains said coverage. The Subrecipient 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 Subrecipient fails to maintain the required insurance in full force and effect, the Subrecipient 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 Subrecipient'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 IX shall survive the termination or expiration of this Agreement.

ARTICLE X. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Subrecipient may employ or retain consultants, sub-contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Subrecipient, as set forth in "Exhibit B", attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Subrecipient is at all times responsible to the City to perform the Services as provided in this Agreement and the Subrecipient 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 Subrecipient shall be required by the Subrecipient to carry, for the protection and benefit of the City and the Subrecipient and naming said third parties as additional insureds, insurance as described above required to be carried by the Subrecipient in this Agreement.

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

ARTICLE XI. CONFIDENTIALITY

The Subrecipient 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 XII. INDEMNITY

THE SUBRECIPIENT 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 SUBRECIPIENT, 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 XIII. COMPLIANCE WITH APPLICABLE LAWS

The Subrecipient 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 XIV. NOTICE

A. General. Whenever notice from the Subrecipient to the City or the City to the Subrecipient 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. Subrecipient's Address. The Subrecipient's address and numbers for the purposes of notice are:

MBE 3, LLC
Lal Williams
4701 22nd Street
Lubbock, Texas 79407
Telephone: 806-283-0339
Email: lalbwilliams@gmail.com

FOR NOTIFICATION OF DEFAULT UNDER ARTICLE IV OF THIS AGREEMENT, NOTICE SHALL BE PROVIDED TO THE FOLLOWING:

Happy State Bank
Attn: Jay House
4411 98th Street
Lubbock, Texas 79424
Telephone: 806-794-2265

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

Bill Howerton, Deputy City Manager
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: bhowerton@mylubbock.us
Telephone: 806-775-2300

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 XV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the Subrecipient non-confidential studies, reports and other available data in the possession of the City pertinent to the Subrecipient's Services. The Subrecipient shall be entitled to use and rely, so long as such reliance is reasonable, upon all such provided data.

ARTICLE XVI. 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 Subrecipient 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 Subrecipient's books and records with respect to this Agreement between the Subrecipient and the City.

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

D. Assignability. The Subrecipient may not assign this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld. Additionally, if the Subrecipient is unable to complete the project for any reason, Happy State Bank may assume the responsibilities for the Project herein upon written approval of the City, which approval shall not be unreasonably withheld.

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

representatives, and assigns, and in the case of the Subrecipient, 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 Subrecipient and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Subrecipient, 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 Subrecipient and the City.

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

L. Notice of Waiver. A waiver by either the City or the Subrecipient 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 Subrecipient.

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 Subrecipient 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, the City is prohibited 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, Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Subrecipient 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. Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Subrecipient 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 Subrecipient or vendor agrees that the contract can be terminated if the Subrecipient 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, Subrecipient 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.

ARTICLE XVII. AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such Project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The City of Lubbock understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and Subrecipients must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury.

Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and sub-contractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government Wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000(d) et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.

§ 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in section 603(e) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. Copeland Anti-kickback Act. Subrecipient agrees to comply with the requirements of the Copland Anti-kickback Act (40 U.S.C. § 3145), prohibiting a federal funds grantee engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government from inducing an employee into giving up any part of the compensation that he or she is entitled to under the terms of his or her employment contract.

13. Contract Work Hours and Safety Standards Act. Subrecipient agrees to comply, as applicable, with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding contracts for public works involving the employment of laborers or mechanics.

14. Rights to Inventions Made Under a Contract or Agreement. Subrecipient agrees to comply, as applicable, with the Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401). For any federally assisted contract, awarded to a

small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the Subrecipient. Subrecipient agrees to all of the terms in 37 CFR 401.14(a).

15. Clean Air and Water Pollution Control Acts. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

16. Byrd Anti-Lobbying Amendment. Subrecipient agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), prohibiting the use of funds appropriated by any Act to be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with certain Federal actions.

17. Procurement of Recovered Materials. Subrecipient agrees to comply, as applicable, with 2 C.F.R. § 200.323 pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipient agrees to comply with 2 C.F.R. § 200.216 regarding the prohibition of the utilization of grant funds for certain telecommunications and video surveillance services or equipment.

19. Domestic Preferences for Procurements. Subrecipient agrees to comply with 2 C.F.R. § 200.322 to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

21. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2653 awarded to the City of Lubbock by the U.S. Department of the Treasury."

22. Debts Owed the Federal Government.

    a. Any funds paid to the Subrecipient:

i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;

ii. that are determined by the Treasury Office of Inspector General to have been misused; or

iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

23. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or sub-contractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

24. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for Agreement or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Subrecipient, Subrecipient, or Sub-contractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Subrecipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

26. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE XVIII. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees,

Subrecipients, sub-contractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees:

> *The sub-grantee, Subrecipient, sub-contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or

court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-contractor.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

MBE 3, LLC

Lal Williams, Owner

ATTEST:

Rebecca Garza, City Secretary

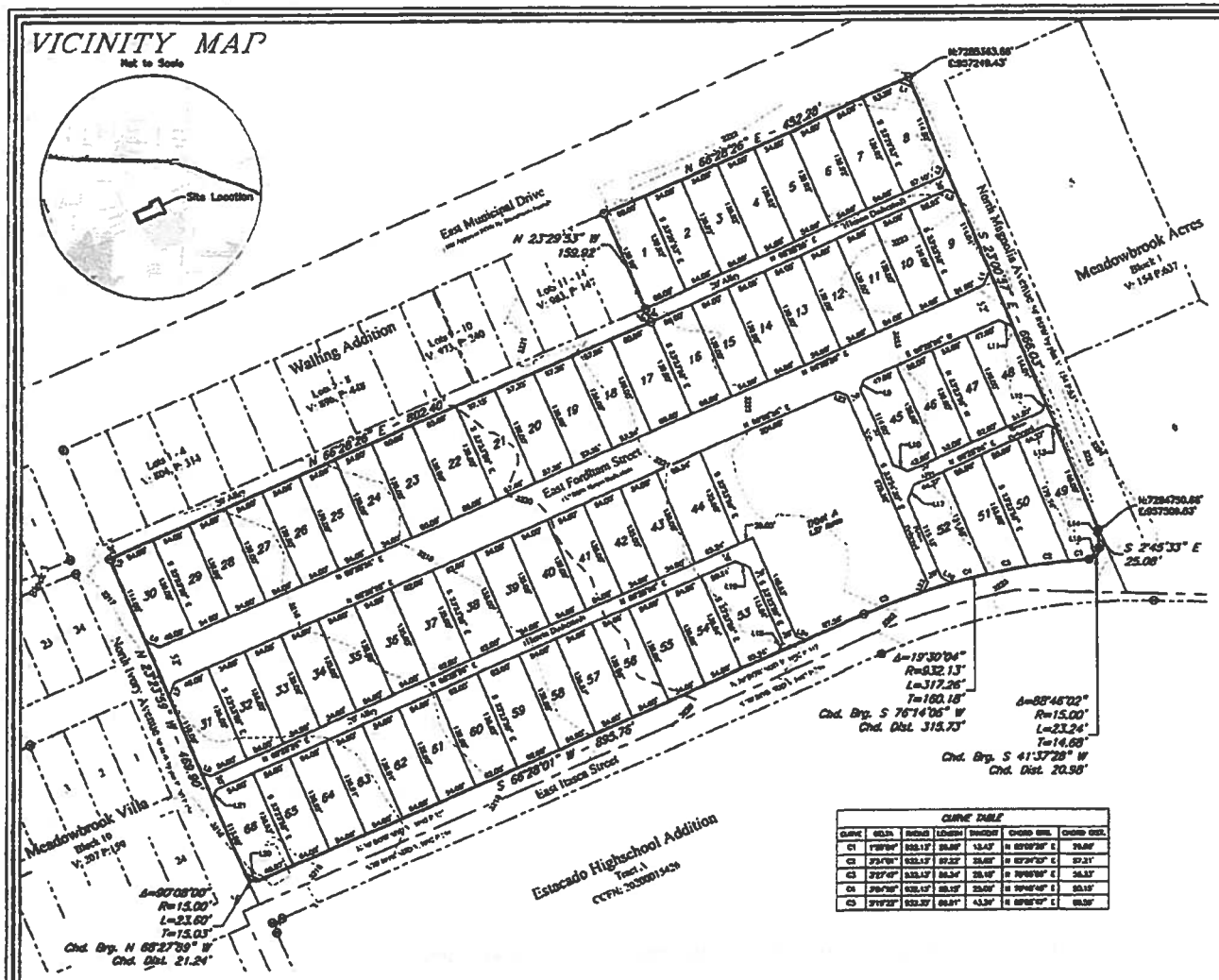
APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

TRACT A, Lots 1 thru 66
Meadowbrook Estates
an addition to the City of Lubbock, Lubbock County, Texas



LEGEND

- ⊕ – Found 1/2" Iron Rod
- ● – Found 3/8" Iron Rod
- ⊙ – Found 1/2" Iron Pipe
- ● – Found 3/4" Iron Pipe
- ——— – Plat Limits
- ——— – Lot Line
- ——— – Adjoiner Lot Line
- ——·—— – Right-of-Way Line
- - - - - - – Easement Line – As Described
- ROW – Right-of-Way
- SDD – Street Dedication Deed
- CCFN – County Clerk File Number
- V/P – Volume/Page

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	1°55'09"	932.13'	31.20'	15.60'	N 22°05'28" E	31.20'
C2	3°31'09"	932.13'	57.27'	28.65'	N 67°24'33" E	57.27'
C3	3°27'47"	932.13'	56.34'	28.18'	N 70°55'56" E	56.33'
C4	3°01'58"	932.13'	49.35'	24.68'	N 74°47'49" E	49.35'
C5	2°19'23"	932.13'	69.81'	43.24'	N 78°55'10" E	69.80'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 65°28'26" W	21.15'
L2	S 23°03'37" E	14.20'
L3	N 65°28'26" W	14.00'
L4	N 23°03'37" W	21.31'
L5	S 23°33'59" W	14.20'
L6	S 65°27'46" E	21.19'
L7	S 23°33'59" W	21.20'
L8	S 65°27'46" E	14.15'
L9	S 23°33'59" W	14.19'
L10	S 65°27'46" E	21.19'
L11	N 65°28'26" W	21.15'
L12	N 23°03'37" W	14.20'

LINE TABLE

LINE	BEARING	DISTANCE
L13	N 65°28'26" W	14.00'
L14	S 2°45'33" W	23.08'
L15	N 87°27'26" E	23.00'
L16	S 89°14'31" E	19.49'
L17	S 23°33'59" W	21.24'
L18	N 23°33'59" E	14.19'
L19	N 65°27'46" W	21.19'
L20	S 65°27'46" E	21.24'
L21	S 23°33'59" W	14.19'
L22	N 65°27'46" W	14.15'
L23	S 23°03'37" E	13.39'
L24	S 65°27'26" E	14.13'

SCALE: 1" = 100'

0' 100' 200'

PRELIMINARY PLAT

for examination purposes only and not to be used or recorded for conveyance purposes

Tract A, Lots 1 - 66
Meadowbrooks Estates Addition
Section 77, Block A, Abstract 179, EL&RR RR CO Survey,
Lubbock, Lubbock County, Texas
Total ±15.75 Acres
March 1, 2022

OWNER
WILLIAMS AT CANYON LUBBOCK LLC
DBA MISSION HOMES AT 2ND STREET
LUBBOCK, TX 79407

CONSULTANT
CONSULTANT ENGINEERING & CONSULTING, LLC

CENTERLINE ENGINEERING & CONSULTING, LLC

Meadowbrook Estates, Lubbock TX Lots 1-67

PRELIMINARY Engineer's Estimate of Probable Construction Costs
September 9, 2021

Item No.	Description	Units	Est. Qty.	Unit Price	Amount
	Meadowbrook Estates Construction				
1	Mobilization	EA	1	$ 50,000.00	$ 50,000.00
2	Subgrade Prep	SY	12,131	$ 1.25	$ 15,163.75
3	6" Crushed Limestone Base	SY	12,131	$ 5.00	$ 60,655.00
4	2" Type D HMAC Paving	SY	12,131	$ 25.00	$ 303,275.00
5	24" Curb & Gutter	LF	1,544	$ 40.00	$ 61,760.00
6	Site Grading Allowance	CY	3,000	$ 20.00	$ 60,000.00
7	8" Gravel Paving (Alleys)	SY	6,431	$ 7.00	$ 45,017.00
9	6" Water Line	LF	2,572	$ 40.00	$ 102,880.00
10	6" Sewer Line	LF	2,348	$ 40.00	$ 93,920.00
11	Electrical OverheadUtility Installation	LF	2,348	$ 15.00	$ 35,220.00
12	Light Poles, Conduit, Etc	EA	2	$ 10,000.00	$ 20,000.00
13	Engineering & Platting Design Fees	EA	1	$ 118,000.00	$ 118,000.00
14	Construction Administration	EA	1	$ 90,000.00	$ 90,000.00
15	20% Contingency	EA	1		$ 193,178.15
				Preliminary Construction Total	$ 1,249,068.90

The above construction estimate is based on the engineer's opinion of probable construction costs and preliminary site layout. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During construction, additional features may become apparent as the work progresses, which will result in an increase or decrease in cost. Design decisions may be made during detailed roadway design that impact the above quantities. This EOPC is not based upon sealed Engineering Drawings.

Prepared by: _____

Travis Barnett, P.E.
Centerline Engineering & Consulting, LLC.

AI# 13627

Regular City Council Meeting **6. 25.**

07/22/2025:

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute an agreement for Interim Utilities Director Services, by and between the City of Lubbock and Strategic Government Resources (SGR).

Item Summary

The agreement will allow SGR to provide an Interim Utilities Director. The length of the contract will be solely dependent on the City's ability to hire a permanent Utilities Director.

Fiscal Impact

The fiscal impact of this action will be calculated at $125 per hour worked. The City will also be responsible for certain travel and lodging requirements for the Interim Utilities Director.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution

Agreement

Agreement - SGR for Interim Utilities Director

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 an on behalf of the City of Lubbock, an Agreement for Interim Utilities Director Services, by and between the City of Lubbock and Strategic Government Resources, and related documents. Said Agreement is attached hereto and incorporated herein as though set forth fully herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocsII/RES.SGR Interim Water Utilities 2025
July 22, 2025

Zoho Sign Document ID: 3292E235-TFOWLKJYZTDXUWCHCL2TATLJG65JLPNS2PYWRQFT4M4

Agreement for Interim Utilities Director Services for a Contract By and Between Strategic Government Resources and the City of Lubbock, Texas

July 17, 2025

City of Lubbock, Texas
Jarrett Atkinson, City Manager
jatkinson@mylubbock.us

("City")

Strategic Government Resources
Wendle Medford, President
Interim, Consulting, and Embedded Services
WendleMedford@GovernmentResource.com

("SGR")

Scope of Services. The City of Lubbock, Texas, (referred to as "City") seeks an Interim Utilities Director to perform related duties for City. Strategic Government Resources (referred to as "SGR") will provide a highly experienced local government professional to serve as Interim Utilities Director for City.

Recommended Candidate. SGR and City will work together to determine a final candidate for consideration. Should City wish to consider an alternate candidate, SGR can provide other experienced local government professionals for City to interview. City may interview candidate(s) by phone, Skype, or in person. City will reimburse all travel, lodging, and per diem expenses for any in-person interviews. If at any time during the assignment, City wishes to have another candidate provided to serve as Interim Utilities Director, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City, pending availability of suitable candidates.

Directions and Control. The City is responsible for the direction, supervision, and control of the contractor. It is the City's responsibility to provide a safe workplace and to furnish the contractor with any equipment/ training needed to perform their role.

Terms and Conditions. SGR will provide an Interim Utilities Director at a rate of $125.00 per hour. The Interim Utilities Director will work a maximum of 40 hours per week unless approved by City. Any hours worked in excess of 40 hours per week will be billed at the standard contract rate of $125.00 per hour.

City Contact for Invoicing:

Name: Erik Rejino

Email: erejino@mylubbock.us

Phone: (806) 438-0188

1. SGR will perform a Comprehensive Media Search on the candidate selected by City and provide a comprehensive media report to City. This media report is compiled from information gathered using our proprietary online search process. This is not an automated process and produces far superior results than a standard media or simple Google search. The report length may be as long as 350 pages and may include news articles, links to video interviews, blog posts by residents, etc.

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2. The City's final approval of the interim candidate will be dependent upon client acceptance of results of the media and background searches conducted, and we recommend a start date after completion of all elements of our background checking process.

   Should an organization choose to start an interim candidate prior to completion of media searches and/or any other elements of the standard background investigation, SGR will be held harmless for any unexpected findings.

3. SGR will perform a comprehensive background investigation on the candidate selected by the City. SGR uses a licensed private investigation firm for these services. Through SGR's partnership with FirstCheck, we are able to provide our clients with comprehensive background screening reports that include detailed information such as:

   - Social Security number trace
   - Address history
   - Driving history/motor vehicle records
   - Credit report
   - Federal criminal search
   - National criminal search
   - Global homeland security search
   - Sex offender registry search
   - State criminal search (for current and previous states of residence)
   - County criminal search (for every county in which candidate has lived or worked)
   - County civil search (for every county in which candidate has lived or worked)
   - Education verification

4. City is responsible for the cost of any drug screening that City may require.

5. All routine business expenses incurred by SGR's representative in their role as Interim Utilities Director, will be reimbursed under the same terms and conditions that such expenses would be reimbursed for any other employee of City, such as mileage, hotel, and per diem when traveling at the request of City, and business meals incurred for local meetings. Commute time will not be billed by SGR.

6. The City will provide temporary housing such as a local hotel, direct billed to City, with airfare/travel reimbursement for up to four trips per month between Interim Utilities Director's permanent residence and City. Mileage is reimbursed by City at the current IRS mileage reimbursement rate.

7. City will be billed bi-weekly for the previous 2 week's work and any travel/housing reimbursement. Payment will be due within 14 days of each billing. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid. SGR will not be compensated for holidays, vacation time, sick leave, etc.

8. If City hires the candidate placed as Interim Utilities Director for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay

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SGR an employment placement fee of $10,000.00. This fee is waived if SGR conducts a full-service executive search for this position.

9. City or SGR may terminate the agreement for Interim Utilities Director Services with a fourteen (14) day written notice, without cause or penalty.

Cost Summary. SGR will provide Interim Utilities Director Services to City as follows:

Interim Utilities Director Services	**$125.00 per hour**
Comprehensive Media Search Report	**$500.00**
Background Investigation	**$400.00**
Mileage/Temporary Housing	**Refer to Item #6**
Travel expenses for in-person interviews, if needed	**Non-applicable**
Per diem per day	**$18 breakfast, $20 lunch, $32 dinner**

**Mileage will be billed at the Standard Mileage Reimbursement Rate established by the IRS. City will provide temporary housing or a housing stipend, if necessary.*

Confidentiality Agreement. The Interim Utilities Director will perform services for City which may require City to disclose confidential and proprietary information to Interim Utilities Director or which may require City to grant authorization to the Interim Utilities Director to make financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to Interim Utilities Director's services for City, the business or operations of City, and/or the products, projects, drawings, plans, processes, or other data of City. Financial and legal information includes, but is not limited to, financial institution wire transfers, deposits, withdrawals, cash handling, investment handling, real property transactions, or other financial or legal transactions of City. The Interim Utilities Director, through his/her contract with SGR agrees:

- To hold any and all confidential information received from City in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- Not to disclose or divulge, either directly or indirectly, the confidential information to others unless first authorized to do so in writing by City. For financial and legal transactions, Interim Utilities Director must receive authorization from City verbally and in writing, other than by email, and Interim Utilities Director shall maintain reasonable data security controls to protect Interim Utilities Director and City from social engineering attacks.
- Not to reproduce the confidential information, nor use this information commercially, or for any purpose other than the performance of his/her duties for City.
- That upon request or upon termination of his/her relationship with City, deliver to City, any drawings, notes, documents, equipment, and materials received from City or originating from his/her activities for City.

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- That City shall have the sole right to determine the treatment of any information that is part or project specific received from Interim Utilities Director, including the right to keep the same as confidential and proprietary.

Venue. The venue for any disputes shall reside in Lubbock County, Texas.

Applicable law. This agreement shall be governed by the laws of the State of Texas.

This agreement represents the full and complete agreement between Strategic Government Resources and the City of Lubbock, Texas, and supersedes any and all prior written or verbal agreements. This agreement may be modified or amended only by a written instrument signed by the parties.

Approved and Agreed to on _____, by and between Strategic Government Resources and the City of Lubbock, Texas.

FOR: CITY OF LUBBOCK:

MARK W. MCBRAYER, MAYOR

FOR: Strategic Government Resources:

Wendle Medford

Wendle Medford, President
Interim, Consulting, and Embedded Services

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Matt Wade

Matt Wade, City Attorney

Zoho Sign Document ID: 3292E235-TFOWLKJYZTDXUWCHCL2TATLJG65JLPNS2PYWRQFT4M4

Agreement for Interim Utilities Director Services for a Contract By and Between Strategic Government Resources and the City of Lubbock, Texas

July 17, 2025

City of Lubbock, Texas
Jarrett Atkinson, City Manager
jatkinson@mylubbock.us

("City")

Strategic Government Resources
Wendle Medford, President
Interim, Consulting, and Embedded Services
WendleMedford@GovernmentResource.com

("SGR")

Scope of Services. The City of Lubbock, Texas, (referred to as "City") seeks an Interim Utilities Director to perform related duties for City. Strategic Government Resources (referred to as "SGR") will provide a highly experienced local government professional to serve as Interim Utilities Director for City.

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Directions and Control. The City is responsible for the direction, supervision, and control of the contractor. It is the City's responsibility to provide a safe workplace and to furnish the contractor with any equipment/ training needed to perform their role.

Terms and Conditions. SGR will provide an Interim Utilities Director at a rate of $125.00 per hour. The Interim Utilities Director will work a maximum of 40 hours per week unless approved by City. Any hours worked in excess of 40 hours per week will be billed at the standard contract rate of $125.00 per hour.

City Contact for Invoicing:

Name: Erik Rejino

Email: erejino@mylubbock.us

Phone: (806) 438-0188

1. SGR will perform a Comprehensive Media Search on the candidate selected by City and provide a comprehensive media report to City. This media report is compiled from information gathered using our proprietary online search process. This is not an automated process and produces far superior results than a standard media or simple Google search. The report length may be as long as 350 pages and may include news articles, links to video interviews, blog posts by residents, etc.

2. The City's final approval of the interim candidate will be dependent upon client acceptance of results of the media and background searches conducted, and we recommend a start date after completion of all elements of our background checking process.

   Should an organization choose to start an interim candidate prior to completion of media searches and/or any other elements of the standard background investigation, SGR will be held harmless for any unexpected findings.

3. SGR will perform a comprehensive background investigation on the candidate selected by the City. SGR uses a licensed private investigation firm for these services. Through SGR's partnership with FirstCheck, we are able to provide our clients with comprehensive background screening reports that include detailed information such as:

   - Social Security number trace
   - Address history
   - Driving history/motor vehicle records
   - Credit report
   - Federal criminal search
   - National criminal search
   - Global homeland security search
   - Sex offender registry search
   - State criminal search (for current and previous states of residence)
   - County criminal search (for every county in which candidate has lived or worked)
   - County civil search (for every county in which candidate has lived or worked)
   - Education verification

4. City is responsible for the cost of any drug screening that City may require.

5. All routine business expenses incurred by SGR's representative in their role as Interim Utilities Director, will be reimbursed under the same terms and conditions that such expenses would be reimbursed for any other employee of City, such as mileage, hotel, and per diem when traveling at the request of City, and business meals incurred for local meetings. Commute time will not be billed by SGR.

6. The City will provide temporary housing such as a local hotel, direct billed to City, with airfare/travel reimbursement for up to four trips per month between Interim Utilities Director's permanent residence and City. Mileage is reimbursed by City at the current IRS mileage reimbursement rate.

7. City will be billed bi-weekly for the previous 2 week's work and any travel/housing reimbursement. Payment will be due within 14 days of each billing. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid. SGR will not be compensated for holidays, vacation time, sick leave, etc.

8. If City hires the candidate placed as Interim Utilities Director for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay

Zoho Sign Document ID: 3292E235-TFOWLKJYZTDXUWCHCL2TATLJG65JLPNS2PYWRQFT4M4

SGR an employment placement fee of $10,000.00. This fee is waived if SGR conducts a full-service executive search for this position.

9. City or SGR may terminate the agreement for Interim Utilities Director Services with a fourteen (14) day written notice, without cause or penalty.

Cost Summary. SGR will provide Interim Utilities Director Services to City as follows:

Interim Utilities Director Services	**$125.00 per hour**
Comprehensive Media Search Report	**$500.00**
Background Investigation	**$400.00**
Mileage/Temporary Housing	**Refer to Item #6**
Travel expenses for in-person interviews, if needed	**Non-applicable**
Per diem per day	**$18 breakfast, $20 lunch, $32 dinner**

**Mileage will be billed at the Standard Mileage Reimbursement Rate established by the IRS. City will provide temporary housing or a housing stipend, if necessary.*

Confidentiality Agreement. The Interim Utilities Director will perform services for City which may require City to disclose confidential and proprietary information to Interim Utilities Director or which may require City to grant authorization to the Interim Utilities Director to make financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to Interim Utilities Director's services for City, the business or operations of City, and/or the products, projects, drawings, plans, processes, or other data of City. Financial and legal information includes, but is not limited to, financial institution wire transfers, deposits, withdrawals, cash handling, investment handling, real property transactions, or other financial or legal transactions of City. The Interim Utilities Director, through his/her contract with SGR agrees:

- To hold any and all confidential information received from City in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- Not to disclose or divulge, either directly or indirectly, the confidential information to others unless first authorized to do so in writing by City. For financial and legal transactions, Interim Utilities Director must receive authorization from City verbally and in writing, other than by email, and Interim Utilities Director shall maintain reasonable data security controls to protect Interim Utilities Director and City from social engineering attacks.
- Not to reproduce the confidential information, nor use this information commercially, or for any purpose other than the performance of his/her duties for City.
- That upon request or upon termination of his/her relationship with City, deliver to City, any drawings, notes, documents, equipment, and materials received from City or originating from his/her activities for City.

Zoho Sign Document ID: 3292E235-TFOWLKJYZTDXUWCHCL2TATLJG65JLPNS2PYWRQFT4M4

- That City shall have the sole right to determine the treatment of any information that is part or project specific received from Interim Utilities Director, including the right to keep the same as confidential and proprietary.

Venue. The venue for any disputes shall reside in Lubbock County, Texas.

Applicable law. This agreement shall be governed by the laws of the State of Texas.

This agreement represents the full and complete agreement between Strategic Government Resources and the City of Lubbock, Texas, and supersedes any and all prior written or verbal agreements. This agreement may be modified or amended only by a written instrument signed by the parties.

Approved and Agreed to on _____, by and between Strategic Government Resources and the City of Lubbock, Texas.

FOR: CITY OF LUBBOCK:

MARK W. MCBRAYER, MAYOR

FOR: Strategic Government Resources:

Wendle Medford

Wendle Medford, President
Interim, Consulting, and Embedded Services

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Matt Wade

Matt Wade, City Attorney

AI# 13549
Regular City Council Meeting 7. 1.
07/22/2025:

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 3094-D, a request of Jade Honeycutt for Despenas, LLC, for a zone change from Office District (OF) to Medium Density Residential (MDR), at 1001 Tulane Street, located west of Cypress Road and north of North Loop 289, Cypress Grove Addition, Tract A, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on July 10, 2025, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3094-D
Staff Report 3094-D
Documentation 3094-D

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. 3094-D; A ZONING CHANGE FROM OF TO MDR ZONING DISTRICT AT 1001 TULANE STREET, LOCATED WEST OF CYPRESS ROAD AND NORTH OF NORTH LOOP 289, CYPRESS GROVE ADDITION, TRACT A, 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, 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. 3094-D

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 **OF** to **MDR** zoning district at **1001 Tulane Street, located west of Cypress Road and north of North Loop 289, Cypress Grove Addition, Tract A,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Matthew L. Wade, City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3094-D
July 10, 2025

Planning Department
City of Lubbock

Staff Report	Zone Case 3094-D
City Council Meeting	July 22, 2025

Applicant Jade Honeycutt

Property Owner Despenas, LLC

Council District 1

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2536: The subject property was annexed into city limits and zoned Transition District (T).
- April 6, 1960, Zone Case 804, Ordinance No. 3093: The subject property was rezoned from T to Single Family District (R-1).
- October 11, 2007, Zone Case 3094, Ordinance No. 2007-00103: The subject property was rezoned from R-1 to R-1 Specific Use for Reduced Setbacks.
- June 9, 2020, Zone Case 3094-B, Ordinance No. 2020-O0084: The subject property was rezoned from R-1 Specific Use for Reduced Setbacks to Two-Family District (R-2).
- February 14, 2023, Zone Case 3094-C, Ordinance No. 2023-O0008: The subject property was rezoned from R-2 to Garden Office District (GO).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from GO to Office District (OF) with the adoption of the Unified Development Code.
- July 10, 2025, The Planning and Zoning Commission recommended approval of a request for a zone change from Office District (OF) to Medium Density Residential District (MDR) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 50
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 0.449 acre of land platted as Cypress Grove, Tract A, and is currently vacant.

Adjacent Property Development

Properties to the north and northeast are zoned Medium Density Residential District (MDR) and Low Density Single-Family District (SF-2) and are developed with single family and duplex properties. Properties to the east and southeast are zoned Medium Density Residential District (MDR) and are developed with single-family residences. To the west, south, and southwest, the properties are zoned Light Industrial District (LI) and are undeveloped.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 1001 Tulane Street, located west of Cypress Road and north of North Loop 289, Cypress Grove Addition, Tract A. The applicant is requesting a zone change from Office District (OF) to Medium Density Residential (MDR).

Current zoning: **Office District (OF)**

Requested zoning: **Medium Density Residential (MDR)**

Purpose Statements
The purpose of Office District (OF) is "…to provide for a development of centers for professional employment."

The purpose of the 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.

Traffic Network/Infrastructure Impacts
The subject property is located on Tulane Street and North Loop 289. The Master Thoroughfare Plan, 2018, designates Tulane Street as a Local Street and North Loop 289 as a Freeway. Local streets typically provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances, to connect to local areas to other regions.

Compatibility with Surrounding Property
The property is currently bounded by residential zoning districts to the north, northeast, east, and southeast. Although light industrial property is to the west and to the south, they are separated from the subject property by North Loop 289, which is a freeway. The property's location within an established residential neighborhood contributes to the proposed zone change being compatible with the character of other properties in the area.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial land uses. The proposed zone change to Medium Density Residential is compatible with the current land use, and its proximity to residential neighborhoods.

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 Medium Density Residential 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

Jamie Magar
Planner
Planning Department
806-775-2107
jmagar@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3094-D

Allowable Uses: Medium Density Residential (MDR)

Transportation: The proposed development has a point of access from Tulane Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Tulane Street, Local Street, Complete	R.O.W 38 feet, two-lane, undivided, paved.	R.O.W 38 feet, two-lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Planning and Zoning Commission Minutes

District 1

3.1 **Zone Case 3094-D:** Jade Honeycutt for Despenas, LLC, request for a zone change from Office District (OF) to Medium Density Residential (MDR), at:

- 1001 Tulane Street, located west of Cypress Road and north of North Loop 289, Cypress Grove Addition, Tract A.

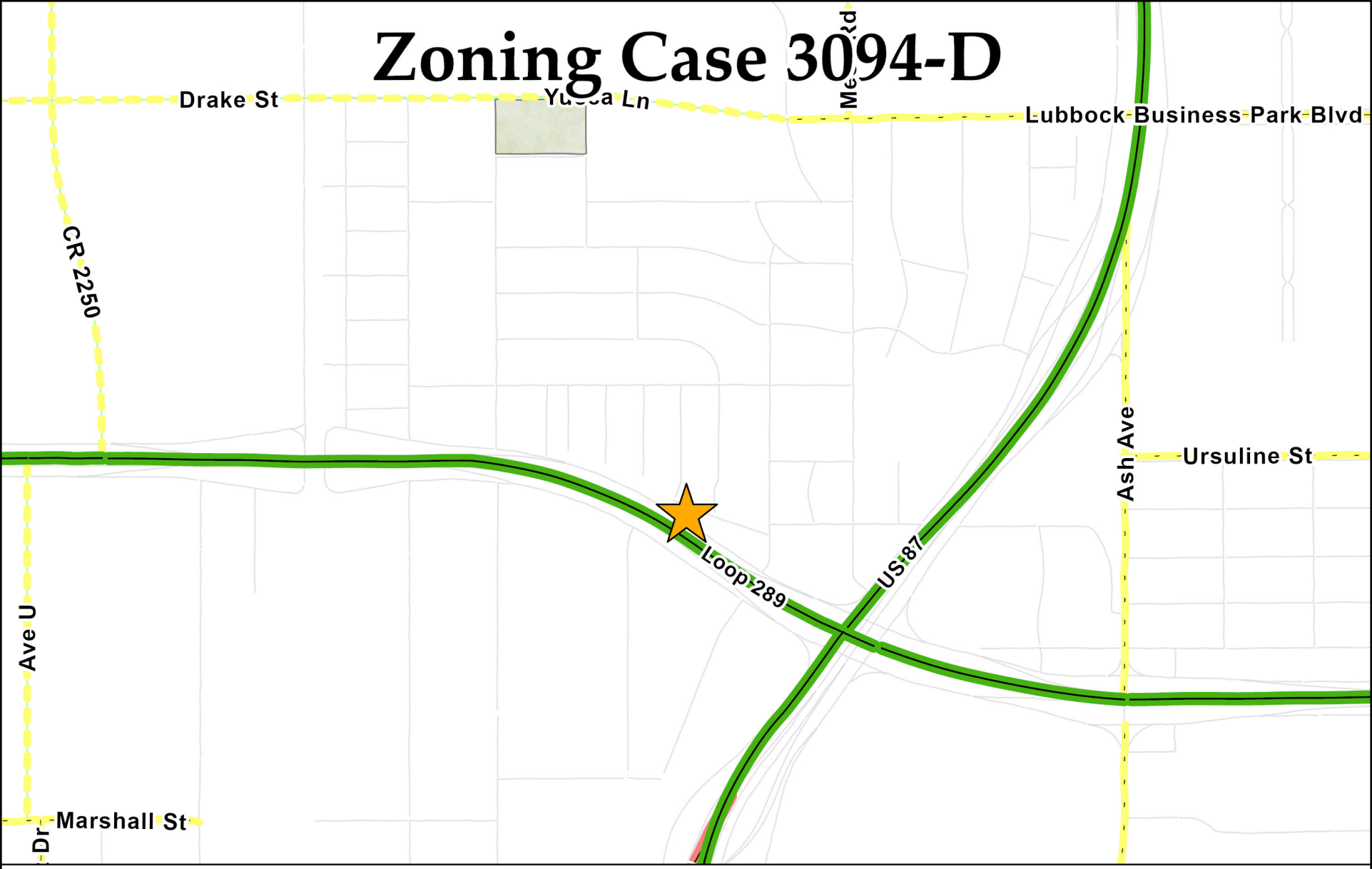
PLANNER JAMIE MAGAR gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT JADE HONEYCUTT, 5721 82nd Street, representing Despenas, LLC, gave comments about the request and answered questions from the Commission.

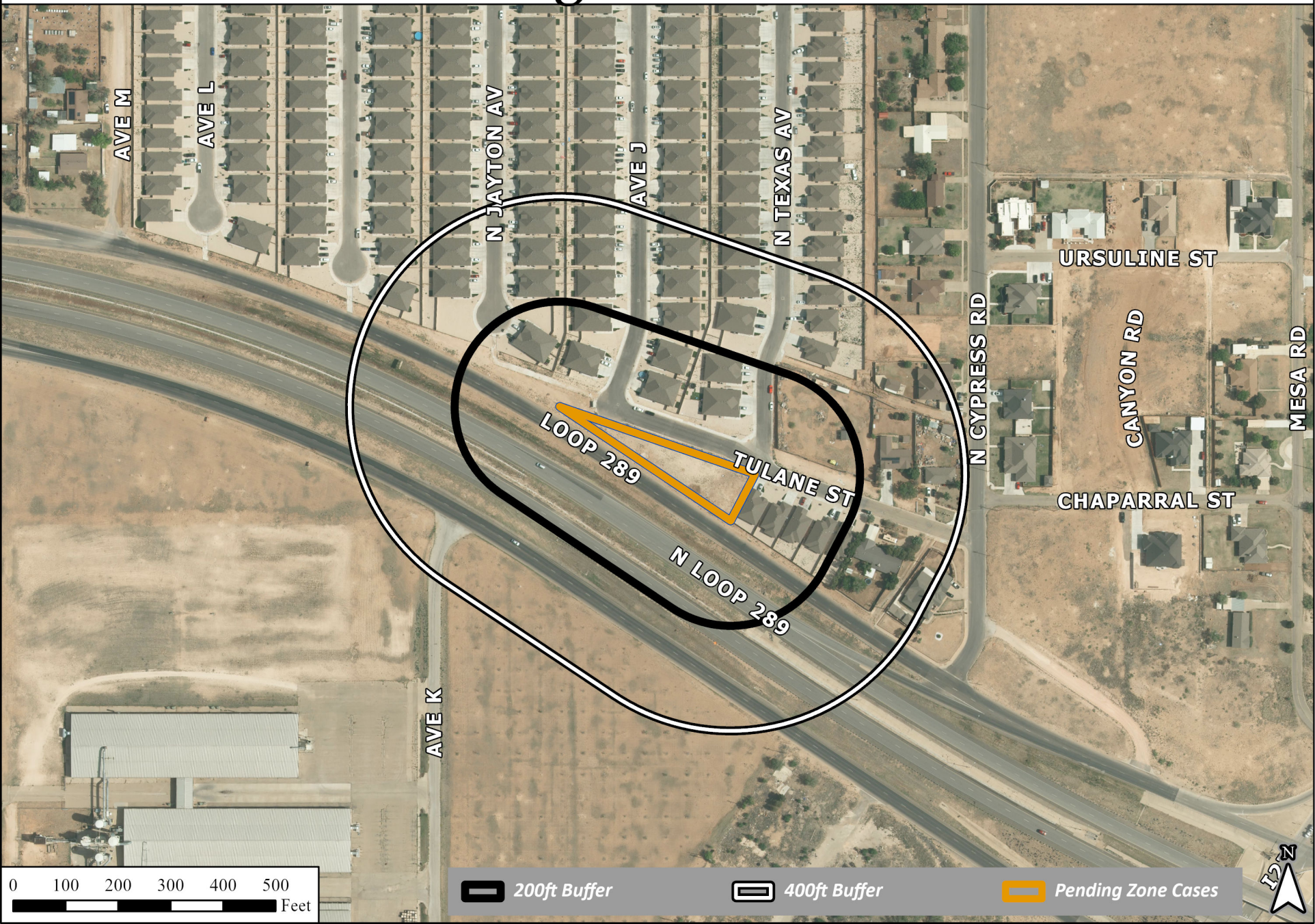
No one appeared to speak in favor or in opposition to the request.

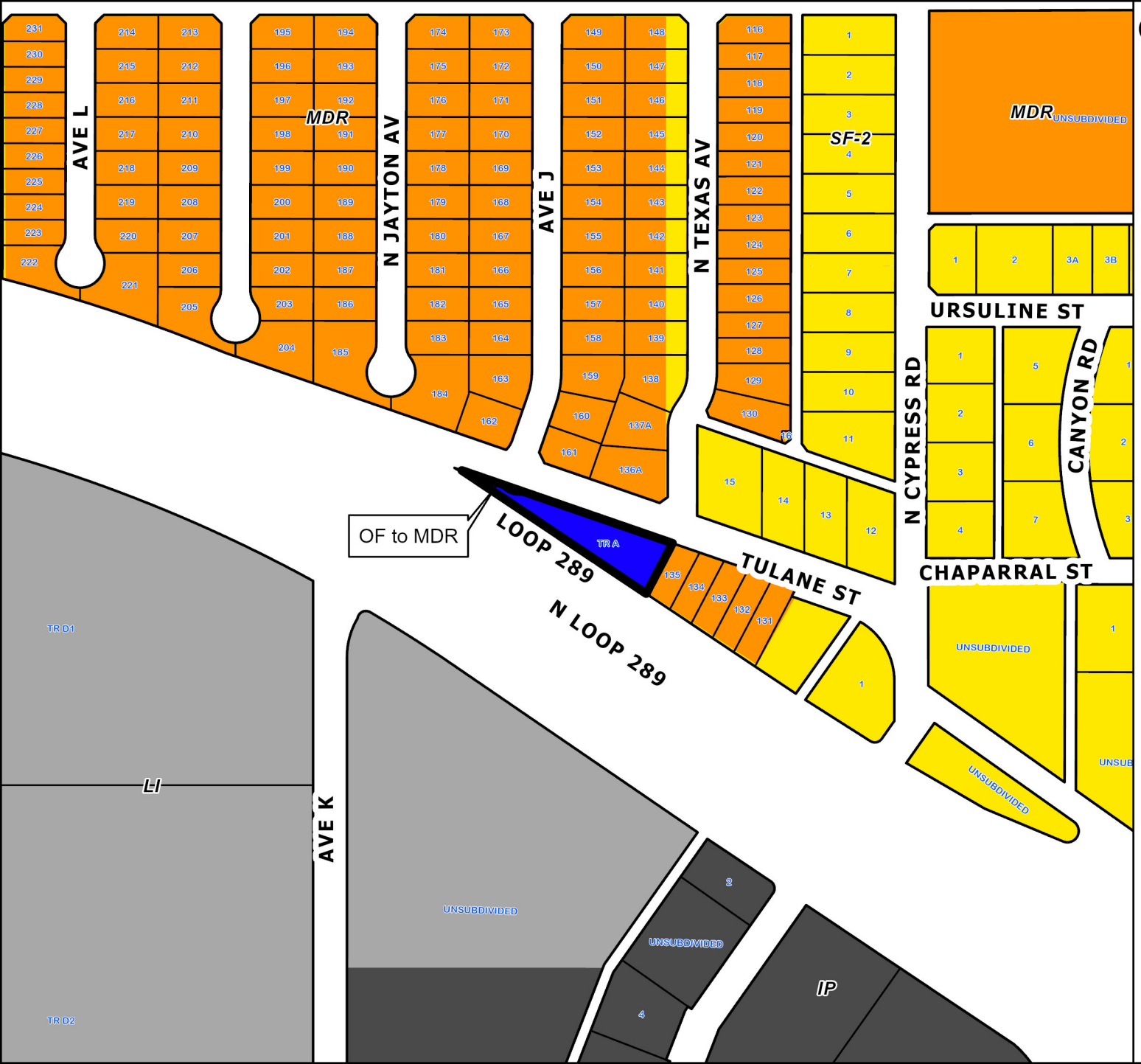
In the matter of **Zone Case 3094-D**, a motion was made by **DREW GRAY** and seconded by **ROBERT WOOD** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3094-D



Zoning Case 3094-D





Current Zoning 3094-D

Zoning Districts

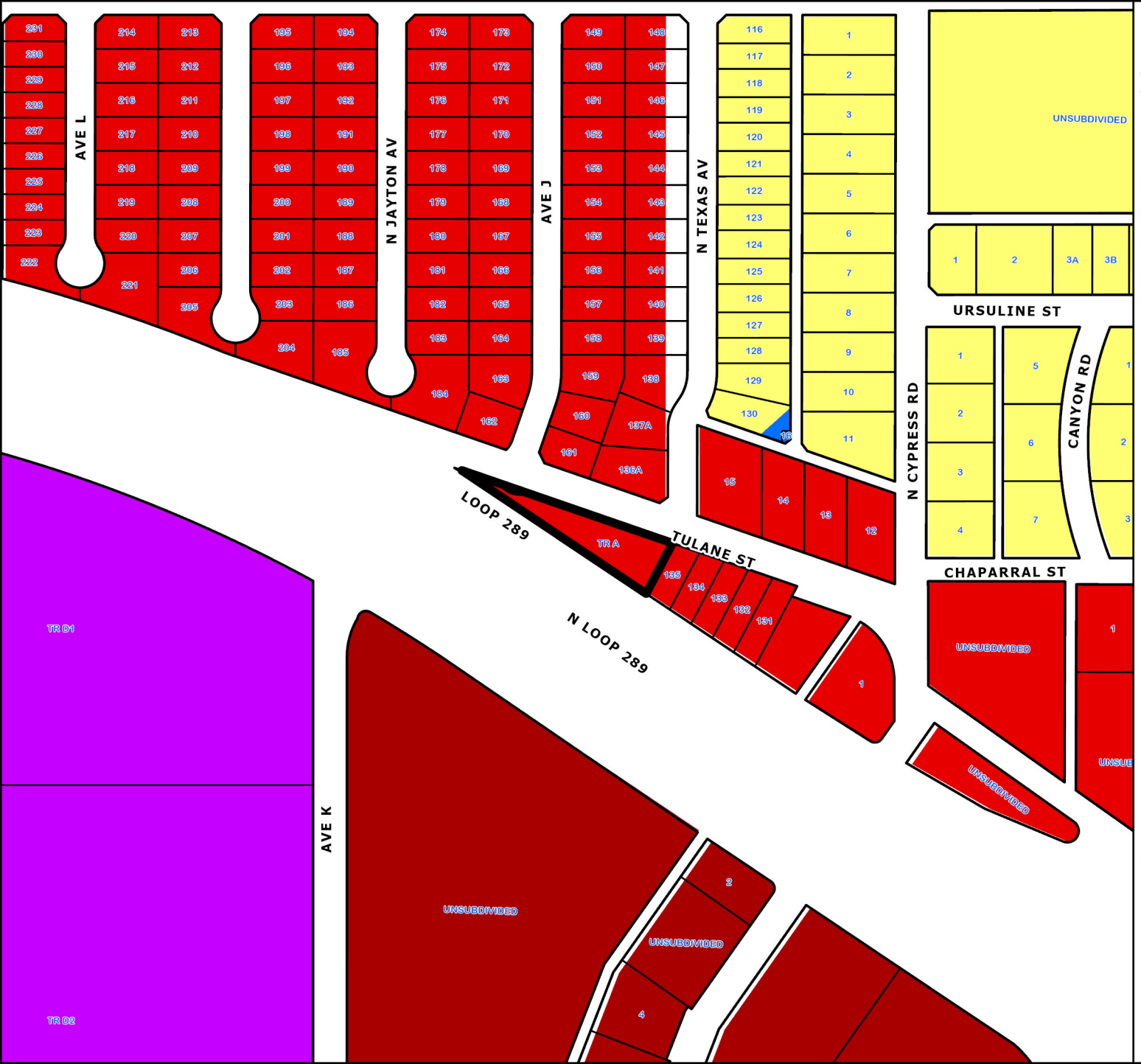
- Industrial Park (IP)
- Light Industrial (LI)
- Medium Density Residential (MDR)
- Office (OF)
- Low Density Single Family (SF-2)

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: June 2025



Future Land Use Plan
Case 3094-D

- Commercial
- Heavy Commercial
- Industrial
- Public/ Semi-Public
- Residential Low Density

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: June 2025

3094-D



View south. Subject property.



View north.



View west.



View east.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 1001 Tulane St Lubbock, TX 79403
Lots/Tracts: Tract A
Survey & Abstract: Yes Survey
Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: .449
Existing Land Use: vacant Existing Zoning: Office
Requested Zoning: Medium Density Residential SFH Detached
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐ NA

Representative/Agent Information (if different from owner)

Firm Name:
Name: Jade Honeycutt
Address: 5721 82nd St. City: Lubbock State: TX
ZIP Code: 79424 Telephone: (432) 349-8983 Email: jade@sdirawealth.com
Applicant's Signature: JHoneycutt
Date: 5.6.2025 Printed Name: Jade Honeycutt

Owner Information

Firm Name:
Owner: Despenas LLC
Address: 5721 82nd St. City: Lubbock State: TX
ZIP Code: 79424 Telephone: (773) 419-7661 Email: preston@sdirawealth.com
Property Owner's Signature:
Date: 5.6.2025 Printed Name: Preston Despenas

Preparer Information

Preparer's Signature: JHoneycutt
Date: 5.6.2025 Printed Name: Jade Honeycutt

For City Use Only

Zone Case No: Planning and Zoning Commission Date:
Request for zoning change from: To:
Lots: Blocks:
Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

AI# 13546
Regular City Council Meeting 7. 2.
07/22/2025:

Information

Agenda Item

Public Hearing - Planning (District 2): Consider a request for Zone Case 3529, a request of Hugo Reed and Associates, Inc. for Red Spike Development, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 12612, 12710, and 12806 Slide Road, and 5220, 5226, and 5302 130th Street, located west of Slide Road and north of 130th Street, on 23.9 acres of unplatted land out of Block E2, Section 24, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on July 10, 2025, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3529
Staff Report 3529
Documentation 3529

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. 3529; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT AT 12612,12710, AND 12806 SLIDE ROAD, 5220, 5226 AND 5302 130TH STREET, LOCATED WEST OF SLIDE ROAD AND NORTH OF 130TH STREET, ON 23.9 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 24, 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, 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. 3529

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 **12612,12710, and 12806 Slide Road, 5220, 5226 and 5302 130th Street, located west of Slide Road and north of 130th Street, on 23.9 acres of unplatted land out of Block E2, Section 24,** 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:

_____
Matthew L. Wade, City Attorney

vw/cityatt/Matt/ZoneCase/ZC3529
July 10, 2025

Requested Zoning Area



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"

METES AND BOUNDS DESCRIPTION of a 23.9 acre tract located in Section 24, Block E-2, Lubbock County, Texas, said 25.7 acre tract being further described as follows:

BEGINNING at a point in the West right of way line of Slide Road which bears N. 01°47'20" E. an approximate distance of 346.7 feet and N. 88°12'40" W. an approximate distance of 60.0 feet from the Southeast corner of said Section 24, Block E-2, Lubbock County, Texas, for the most Easterly Southeast corner of this tract;

THENCE N. 88°18'05" W. an approximate distance of 305.2 feet to a point for an interior corner of this tract;

THENCE S. 01°49'03" W. an approximate distance of 224.1 feet to a point in the North right-of-way line of Loop 88 for an ell corner of this tract;

THENCE N. 88°30'33" W., along the North right-of-way line of said Loop 88, an approximate distance of 96.1 feet to a point for an interior corner of this tract;

THENCE S. 01°29''42" W., along the North right-of-way line of said Loop 88, an approximate distance of 28.0 feet to a point for the most Southerly Southeast corner of this tract;

THENCE N. 88°30''18" W., along the North right-of-way line of said Loop 88, an approximate distance of 494.2 feet to a point of intersection;

THENCE Northwesterly, along the North right-of-way line of said Loop 88 around a curve to the right, said curve having an approximate radius of 7,958.0 feet, a central angle of 02°22'49", an approximate arc distance of 330.6 feet, a chord bearing of N85°05'23"W, and an approximate chord length of 330.6 feet to a point of intersection for the most Southerly Southwest corner of this tract;

THENCE N. 09°52'34" E. an approximate distance of 117.6 feet to a point;

THENCE N. 13°00'01" W. an approximate distance of 195.9 feet to a point;

THENCE N. 31°07'43" E. an approximate distance of 918.0 feet to a point in the South line of a 20 foot alley for the Northwest corner of this tract;

THENCE S. 88°20'11" E., along the South line of said 20 foot alley, an approximate distance of 363.8 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 01°45'46" W. an approximate distance of 48.5 feet to a point for an interior corner of this tract;

THENCE S. 88°12'40" E. an approximate distance of 445.4 feet to a point in the West right-of-way line of said Slide Road for the most Easterly Northeast corner of this tract;

THENCE S. 01°47'20" W., along the West right-of-way line of said Slide Road, an approximate distance of 129.7 feet to an ell corner of this tract;

THENCE N. 88°12'40" W. an approximate distance of 445.1 feet to an interior corner of this tract;

THENCE S. 01°47'20" W. an approximate distance of 173.0 feet to an interior corner of this tract;

THENCE S. 88°12’40” E. an approximate distance of 445.1 feet to a point in the West right-of-way line of said Slide Road for an ell corner of this tract;;

THENCE S. 01°47’20” W., along the West right-of-way line of said Slide Road, an approximate distance of 518.7 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 RED SPIKE, LLC. May 30, 2025

Planning Department
City of Lubbock

Staff Report	Zone Case 3529
City Council Meeting	July 22, 2025

Applicant Hugo Reed and Associates, Inc.

Property Owner Red Spike Development, LLC.

Council District 2

Prior Board or Council Action

- June 23, 2005, Ordinance No. 2005-O0067: A portion of the subject property was annexed into city limits and zoned Transition District (T).
- April 28, 2016, Ordinance No. 2016-O0054: A portion of the subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- July 10, 2025, Zone Case 3529: 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 8-0-0.

Notification Summary

- Notifications Sent: 38
- Received In Favor: 4
- Received In Opposition: 1

Site Conditions and History

The subject property consists of 23.9 acres of unplatted land out of Block E2, Section 24. There are four homes and various accessory structures located at 12612, 12710, and 12806 Slide Road, as well as 5226 and 5220 130th Street. These were constructed between 1956 and 1962.

Adjacent Property Development

The surrounding properties are zoned Auto-Urban Commercial District (AC) and SF-2 to the east, SF-2 to the north and southeast, AC to the south across 130th Street, and city limits border to the west and north. There are single-family homes to the north and east, with vacant land to the south and west.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 12612, 12710, and 12806 Slide Road, 5220, 5226 and 5302 130th Street, located west of Slide Road and north of 130th Street, on 23.9 acres of unplatted land out of Block E2, Section 24. 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 Heavy Commercial District (HC) is "…to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise."

Traffic Network/Infrastructure Impacts
The location is along Slide Road and 130th Street (future Loop 88) which are designated as a Principal Arterial and Freeway, 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. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances, to connect local areas to other regions.

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 both Low Density Residential and Commercial land uses. The request conforms to this designation and would be appropriate, considering the existing adjacent zoning districts and land uses, as well as its proximity to the future Loop 88. 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 may be suitable for the proposed use.

Conclusion
Staff has no objection to the request.

Attachments
A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Response Letters

Staff Contacts

Shane Spencer, AICP
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3529

Allowable Uses: Heavy Commercial District (HC)

Transportation: The proposed development has a point of access from Slide Road and 130th Street (Future Loop 88).

Thoroughfare	Existing	Per Thoroughfare Development Plan
Slide Road, Principal Arterial, Completed	R.O.W. 110 feet, 7 lane, undivided, paved.	R.O.W. 110 feet, 7 lane, undivided, paved.
130th Street (Future Loop 88) Freeway, Incomplete	R.O.W. 50 feet split, 4 lane, undivided, unpaved	R.O.W. 300 feet, 10 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 Mintues

District 2

3.3 **Zone Case 3529:** Hugo Reed and Associates, Inc. for Red Spike Development, LLC, request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- 12612,12710, and 12806 Slide Road and 5220, 5226 and 5302 130th Street, located west of Slide Road and north of 130th Street, on 23.9 acres of unplatted land out of Block E2, Section 24.

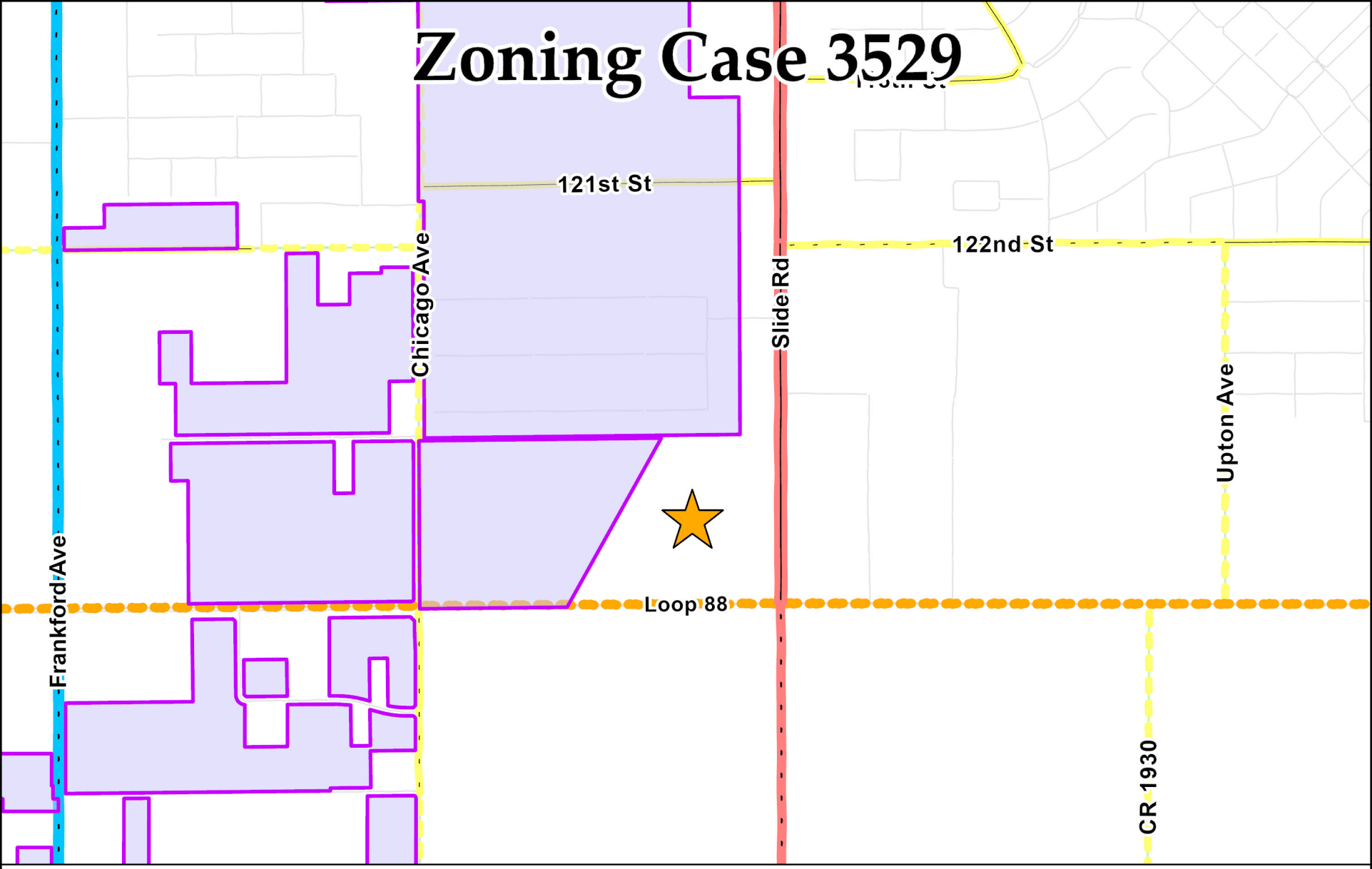
PLANNER SHANE SPENCER gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT TERRY HOLEMAN, 1601 Avenue N, with Hugo Reed and Associates, Inc., gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition to the request.

In the matter of **Zone Case 3529**, a motion was made by **ROBERT WOOD** and seconded by **TERRI MORRIS** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

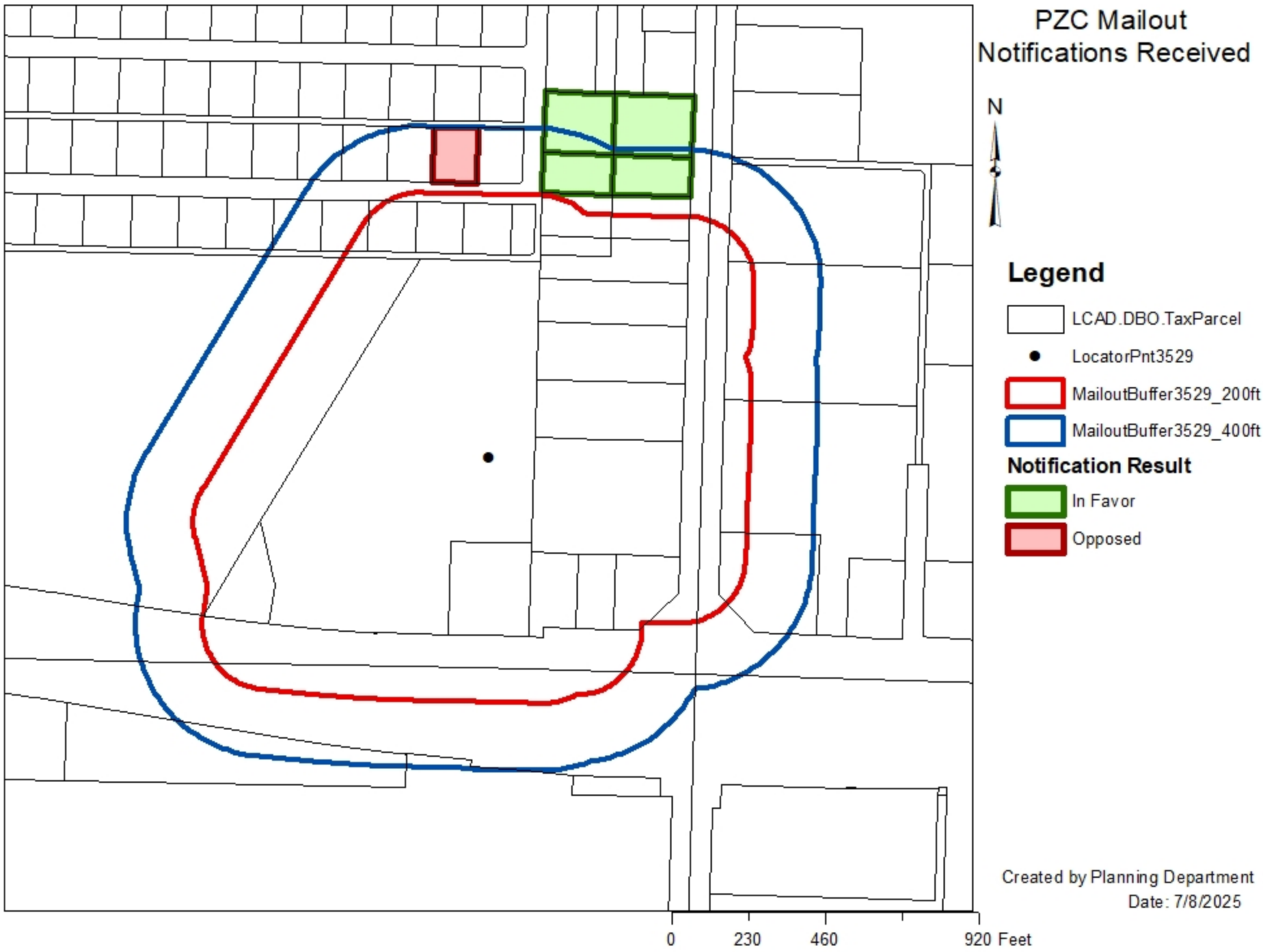
Zoning Case 3529



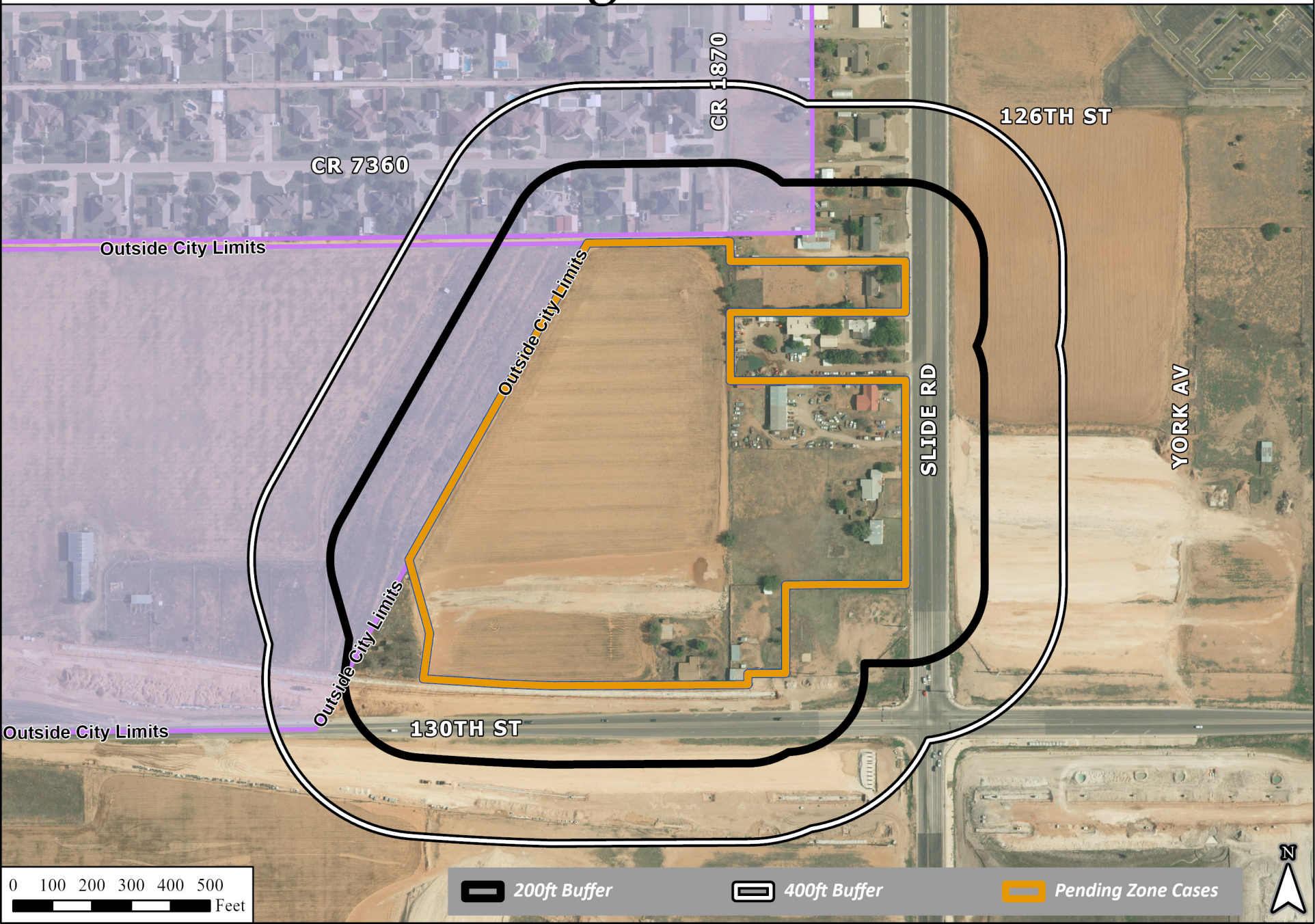
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

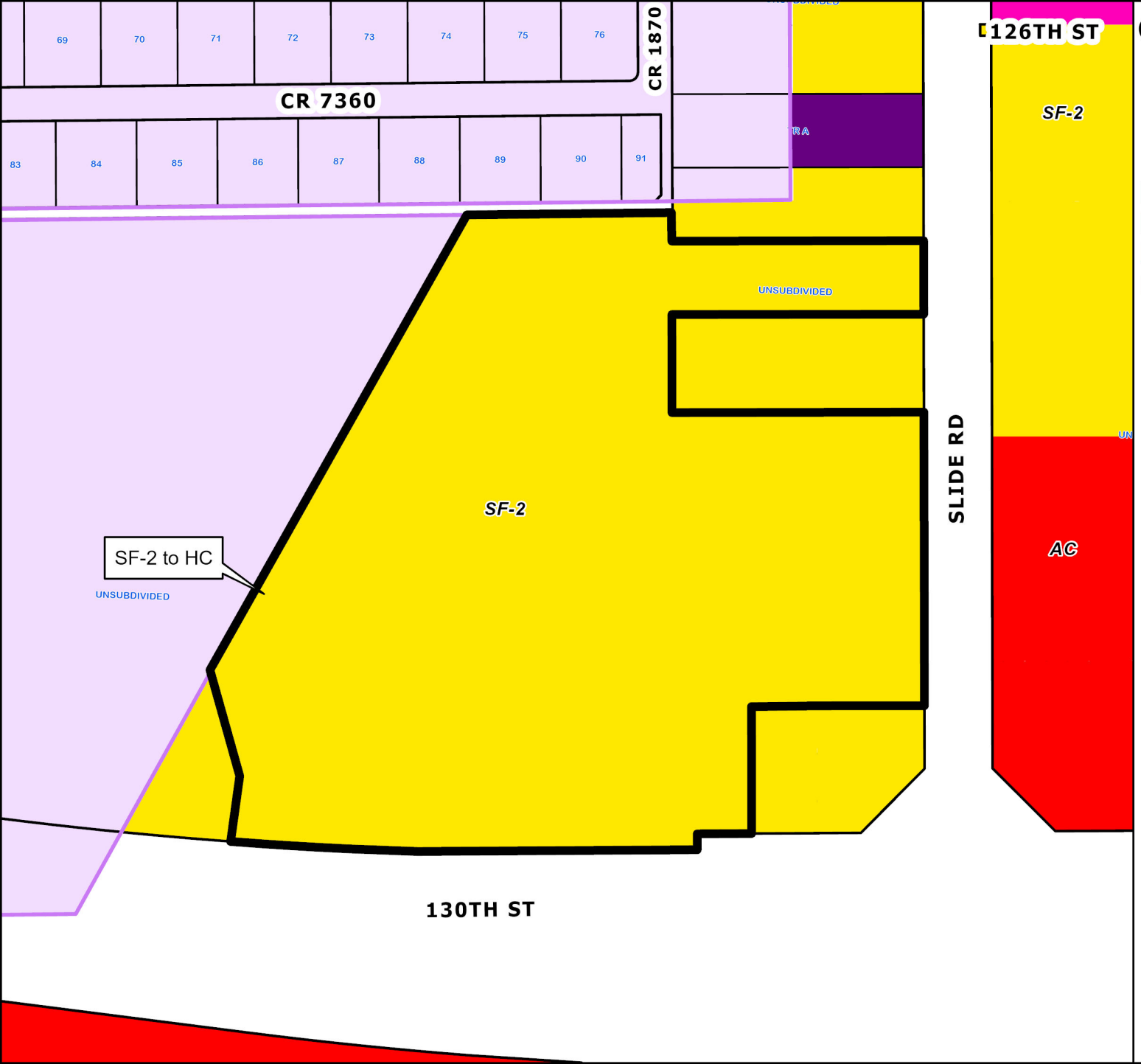
N
W E
S

Date Exported: June 2025


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
LocatorPnt3529
MailoutBuffer3529_200ft
MailoutBuffer3529_400ft
Notification Result
In Favor
Opposed
Created by Planning Department
Date: 7/8/2025
0
230
460
920 Feet

Zoning Case 3529





Current Zoning
3529

Zoning Districts

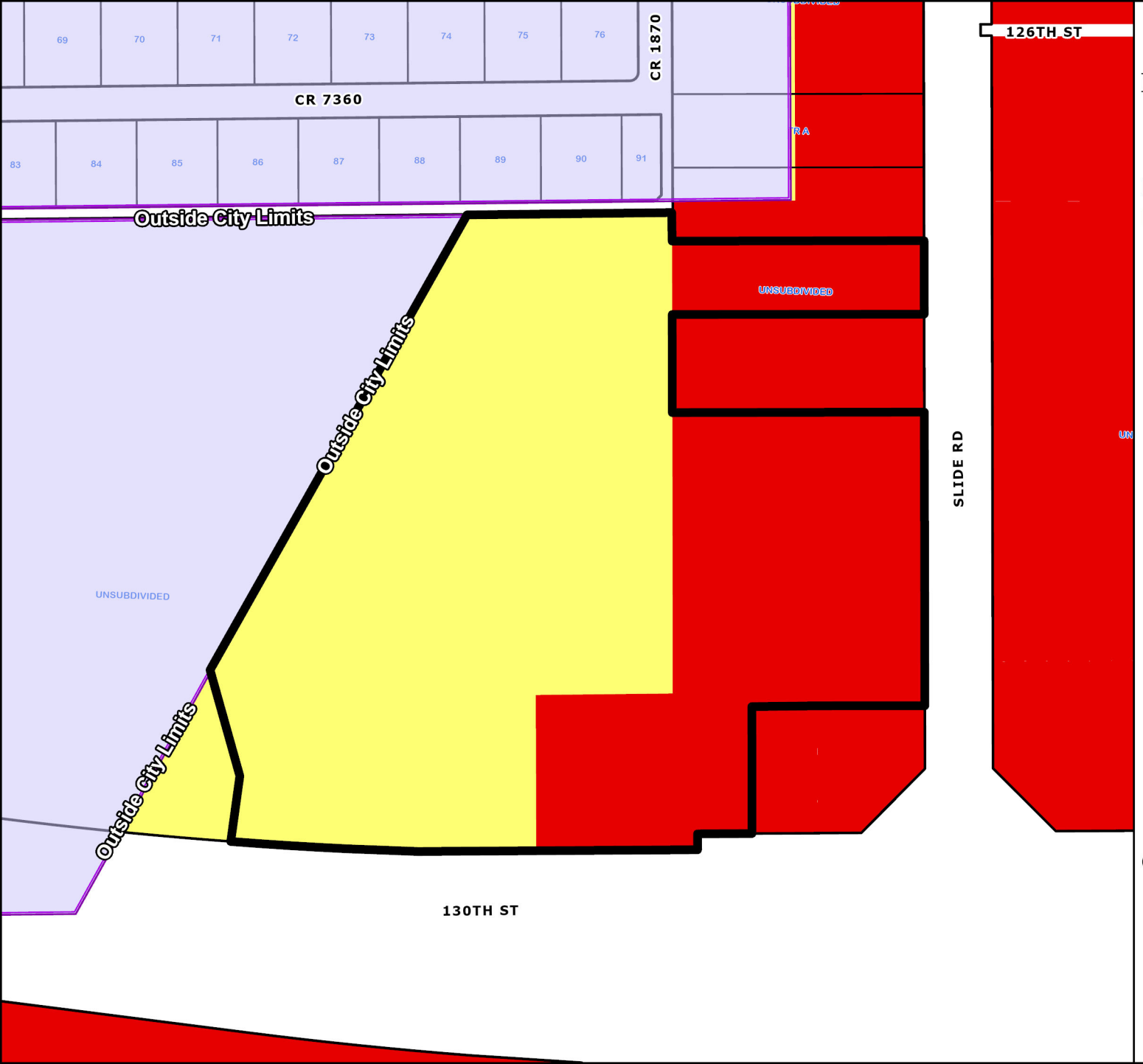
- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- Neighborhood Commercial (NC)
- Low Density Single Family (SF-2)

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: June 2025



Future Land Use Plan
Case 3529

- Commercial
- Residential Low Density

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: June 2025

3529



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: Loop 88 and Slide Road

Lots/Tracts: See metes and bounds

Survey & Abstract: Section 24, Block E-2

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: ~~257~~ 23.9

Existing Land Use: Mostly vacant Existing Zoning: SF-2

Requested Zoning: HC

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates, Inc.

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: 05/29/2025 Printed Name: Terry Holeman

Owner Information

Firm Name:

Owner: Red Spike Development LLC

Address: PO Box 64664 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com

Property Owner's Signature:

Date: 05/29/2025 Printed Name: Thomas Payne

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.

Requested Zoning Area



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.:** ***3529***

In Favor ___

Opposed ✓

Reasons and/or Comments:

Print Name Jason and Rachel Hand

Signature: [signature]

Address: 5210 CR 7360 Lubbock, TX 79424

Address of Property Owned: 5210 CR 7360 Lubbock, TX 79424

Phone Number: 806-786-6620

Email: Rachel@Rafsinctx.com

Zone Case Number: **3529** R155158 Recipient 38 of 38
HAND JASON RAY & RACHEL
PO BOX 94010

LUBBOCK TX 79493

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.:** ***3529***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name J LARRY Elliott

Signature: [signature]

Address: _____

Address of Property Owned: _____

Phone Number: _____

Email: _____

Zone Case Number: **3529** R148344

ELLIOTT, J LARRY
5307 W LOOP 289
STE 302
LUBBOCK TX 79414

Recipient 30 of 38

RECEIVED
JUN 27 2025
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3529***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name J LARRY ELLIOTT

Signature: _____

Address: _____

Address of Property Owned: _____

Phone Number: _____

Email: _____

Zone Case Number: **3529** R309108

ELLIOTT, J LARRY
5307 W LOOP 289
STE 302
LUBBOCK TX 79414

Recipient 6 of 38

RECEIVED
JUN 27 2025
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3529***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name J LARRY Elliott

Signature: _____

Address: _____

Address of Property Owned: _____

Phone Number: _____

Email: _____

Zone Case Number: **3529** R309106

J ELLIOTT, LARRY
5307 W LOOP 289
STE 302
LUBBOCK TX 79414

Recipient 7 of 38

RECEIVED
JUN 27 2025
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3529***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name J LARRY ELLIOTT

Signature: _____

Address: _____

Address of Property Owned: _____

Phone Number: _____

Email: _____

Zone Case Number: **3529** R86966

J ELLIOTT, LARRY
5307 W LOOP 289
STE 302
LUBBOCK TX 79414

Recipient 16 of 38

RECEIVED
JUN 27 2025
BY: _____

AI# 13519
Regular City Council Meeting 7. 3.
07/22/2025:

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3526, a request of AMD Engineering, LLC, for Christian-Ellis, LLC, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 6600 114th Street, located west of Milwaukee Avenue and north of 114th Street, on 14.803 acres of unplatted land out of Block AK, Section 22, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on July 10, 2025, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3526
Staff Report 3526
Documentation 3526

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. 3526; A ZONING CHANGE FROM SF-2 TO AC ZONING DISTRICT AT 6600 114TH STREET, LOCATED WEST OF MILWAUKEE AVENUE AND NORTH OF 114TH STREET, ON 14.803 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, 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, 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. 3526

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 **6600 114th Street, located west of Milwaukee Avenue and north of 114th Street, on 14.803 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:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Matthew L. Wade, City Attorney

vw/cityatt/Matt/ZoneCase/ZC3526
July 10, 2025

ZONE CHANGE APPLICATION EXHIBIT

A 14.72 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK AK, LUBBOCK COUNTY, TEXAS

NOTES:
SCALE: 1" = 150'

– ZONING REQUEST FROM SF-2 TO AC

NOT PLATTED
OWNER: BONNETT, DAVID C

NOT PLATTED
OWNER: 112TH & MILWAUKEE LLC

NOT PLATTED
OWNER: TK & RB INVESTMENTS LLC

FOUNTAIN HILLS ESTATES
OWNER: WESTEX FEDERAL CREDIT UNION

FOUNTAIN HILLS ESTATES
OWNER: QUESADA EVA & MOISES SR

FOUNTAIN HILLS ESTATES
OWNER: CTM ASSISTED LIVING LP

FOUNTAIN HILLS ESTATES
OWNER: COTTON ERIN & MATTHEW T

MILWAUKEE AVENUE

N: 7243371.22
E: 913878.95

P.O.B.
THIS POINT BEARS N01°42'30"E 803.24' AND N88°17'30"W 55.07' FROM THE SOUTHEAST CORNER OF SECTION 22, BLOCK AK

S88°09'15"E 859.58'

S1°50'45"W 310.59'

S1°50'43"W 208.07'

S4°42'27"W 200.25'

N1°33'27"E 756.26'

NOT PLATTED
OWNER: BREHOIN, L C

S1°43'06"W 5.00'

N: 7242615.24
E: 913858.39

N88°23'08"W 421.46'

N88°17'03"W 398.15'

R=29.73'
L=47.17'
Δ=90°54'32"
CH=42.38'
CB=S46°46'50"W

BLOCK AK SECTION 22

BLOCK AK SECTION 21

BLOCK AK SECTION 19

BLOCK AK SECTION 20

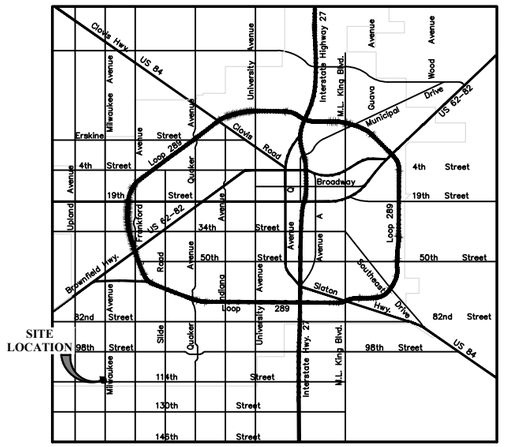
114TH STREET

NOT PLATTED
OWNER: WILLIAMS, STACE

NOT PLATTED
OWNER: SWLLD LLC

NOT PLATTED
OWNER: DWTP LLC

NOT PLATTED
OWNER: A&J FLATLAND PROPERTIES LLC



VICINITY MAP
NOT TO SCALE

SCALE: 1" = 150'

0 75' 150' 300'

AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197

CIVIL ENGINEERING
LAND SURVEYING

Accuracy - Efficiency - Integrity

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 22, BLOCK AK,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 14.72-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 that bears N 01° 42’ 30” E an approximate distance of 803.24 feet and N 88° 17’ 30” W an approximate distance of 55.07 feet from the southeast corner of Section 22, Block AK bears S 01° 50’ 45” W a distance of 310.59 feet.

THENCE S 04° 42’ 27” W an approximate distance of 200.25 feet;

THENCE S 01° 50' 43" W an approximate distance of 208.07 feet;

THENCE Southwesterly along a curve to the right having a radius of 29.73 feet, an arc length of 47.17 feet, a central angle of 90° 54’ 32”, a chord distance of 42.38 feet, and a chord bearing of S 46° 46’ 50” W to a point of intersection along the southern property line of this tract;

THENCE N 88° 17’ 03” W an approximate distance of 398.15 feet;

THENCE S 01° 43’ 06” W an approximate distance of 5.00 feet;

THENCE N 88° 23’ 08” W an approximate distance of 421.46 feet;

THENCE N 01° 33’ 27” E an approximate distance of 756.26 feet;

THENCE S 88° 09’ 15” E an approximate distance of 859.58 feet to the Point of Beginning and containing approximately 14.72-acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Christian-Ellis LLC
5/1/2025

Planning Department
City of Lubbock

Staff Report	Zone Case 3526
City Council Meeting	July 22, 2025

Applicant AMD Engineering, LLC

Property Owner Christian-Ellis, LLC

Council District 5

Prior Board or Council Action

- January 14, 1999, Ordinance No. 010117: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from Transition District (T) to Low Density Single-Family District (SF-2), with the adoption of the Unified Development Code.
- July 10, 2025, Zone Case 3526: The Planning and Zoning Commission recommended approval of a request for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 13
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 14.803 acres of unplatted land out of Block AK, Section 22. Currently, the property is vacant.

Adjacent Property Development

The surrounding properties are zoned Auto-Urban Commercial District (AC) to the north and south, Low Density Single-Family District (SF-2) to the east and west, and Neighborhood Commercial District (NC) to the south. There is an equestrian center to the west, and vacant land to the north, south, and east.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 6600 114th Street and is located west of Milwaukee Avenue and north of 114th Street, on 14.803 acres of unplatted land out of Block AK, Section 22. 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 Milwaukee Avenue, which is designated as a Principal Arterial Street and 114th Street, which is designated as a Minor Arterial Street 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 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 proposed zone change and 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. Response Letters

Staff Contacts

Sam Brackeen
Planner
Planning Department
806-775-2120
sbrackeen@mylubbock.us

Gregory Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3526

Allowable Uses: Auto-Urban Commercial District (AC)

Transportation: The proposed development has points of access from Milwaukee Avenue and 114th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Milwaukee Avenue, Principal Arterial (partial)	R.O.W. 22 feet, 2 lane, divided, paved.	R.O.W. 88 feet, 7 lane, divided, paved.
114th Street, Minor Arterial (partial)	R.O.W. 20 feet, 2 lane, divided, paved.	R.O.W. 66 feet, 5 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 5

3.9 **Zone Case 3526:** AMD Engineering, LLC, for Christian-Ellis, LLC, request for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at:

- 6600 114th Street, located west of Milwaukee Avenue and north of 114th Street, on 14.803 acres of unplatted land out of Block AK, Section 22.

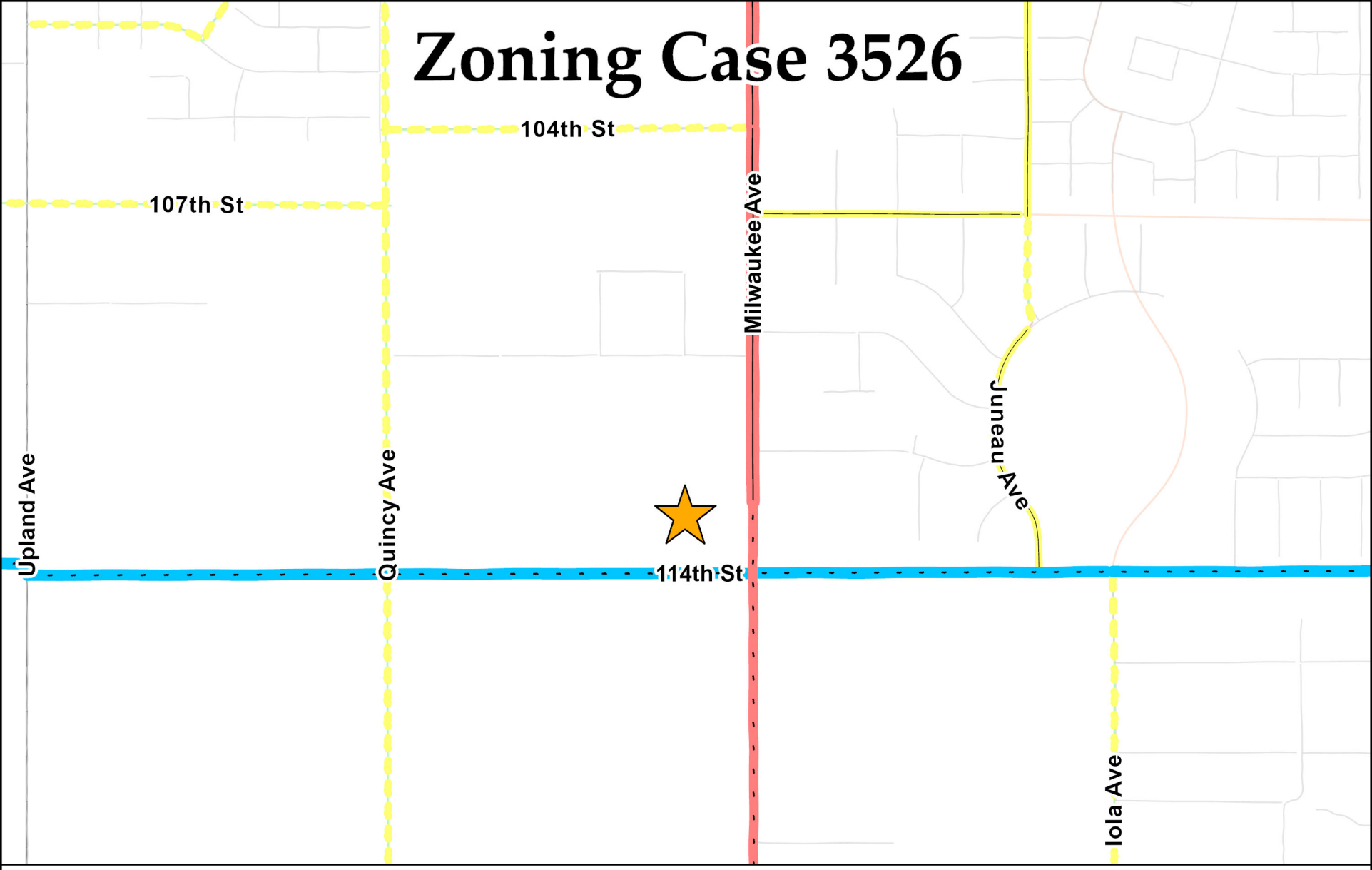
PLANNER SAM BRACKEEN gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT CORY DULIN, 6515 68th Street, Suite 300, with AMD Engineering, LLC, 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 3526**, a motion was made by **ROBERT WOOD** and seconded by **DREW GRAY** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

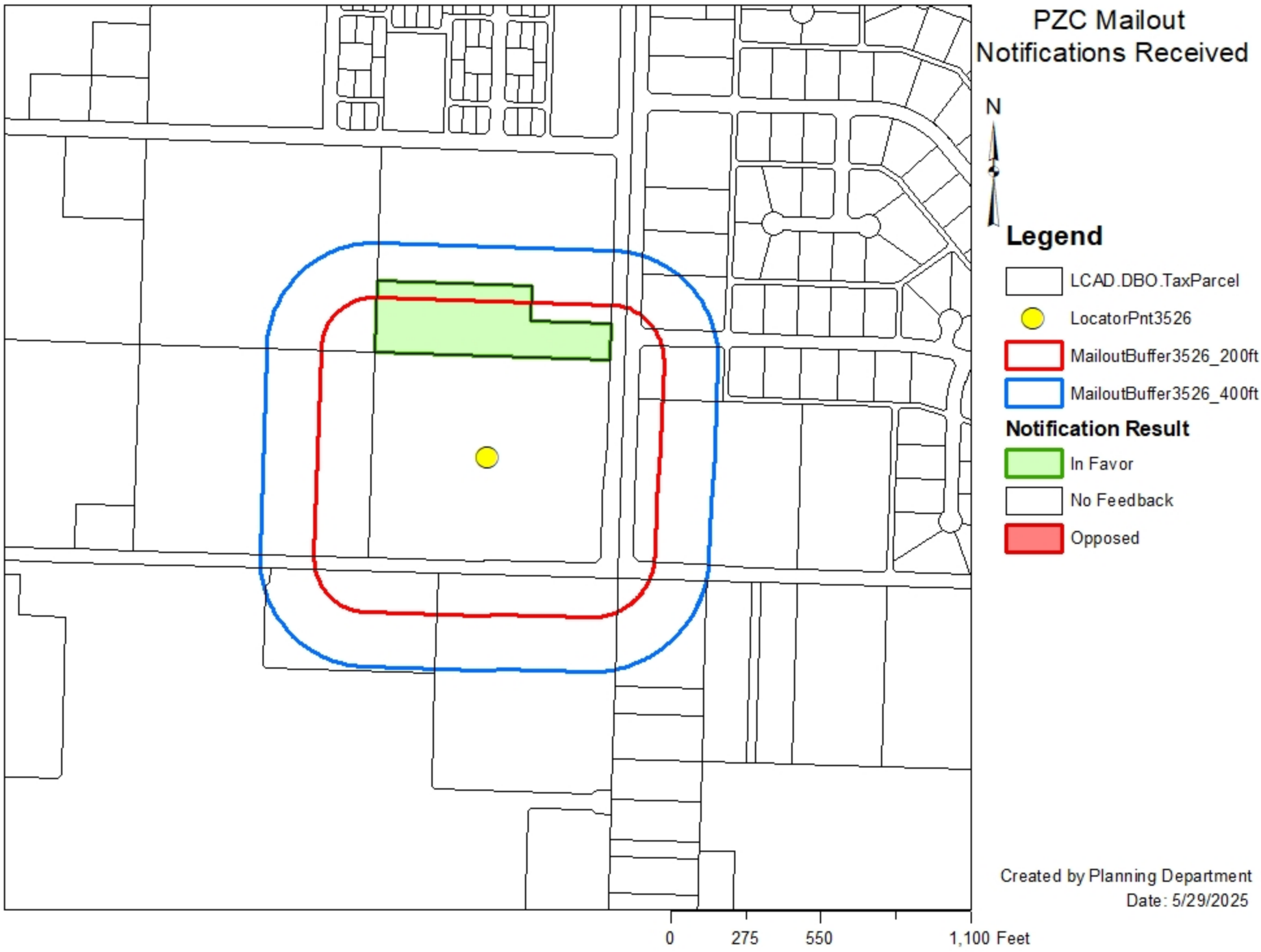
Zoning Case 3526



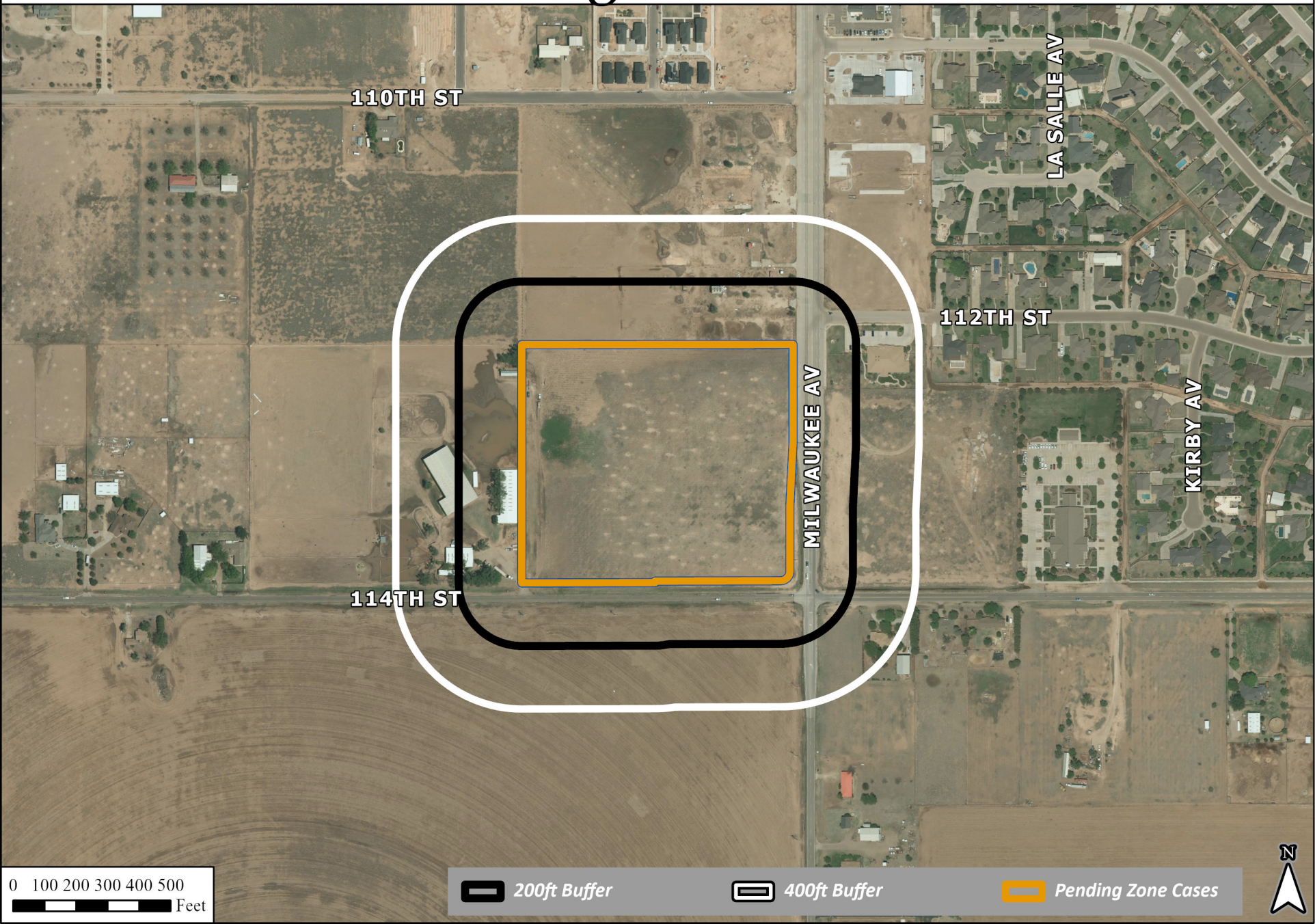
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

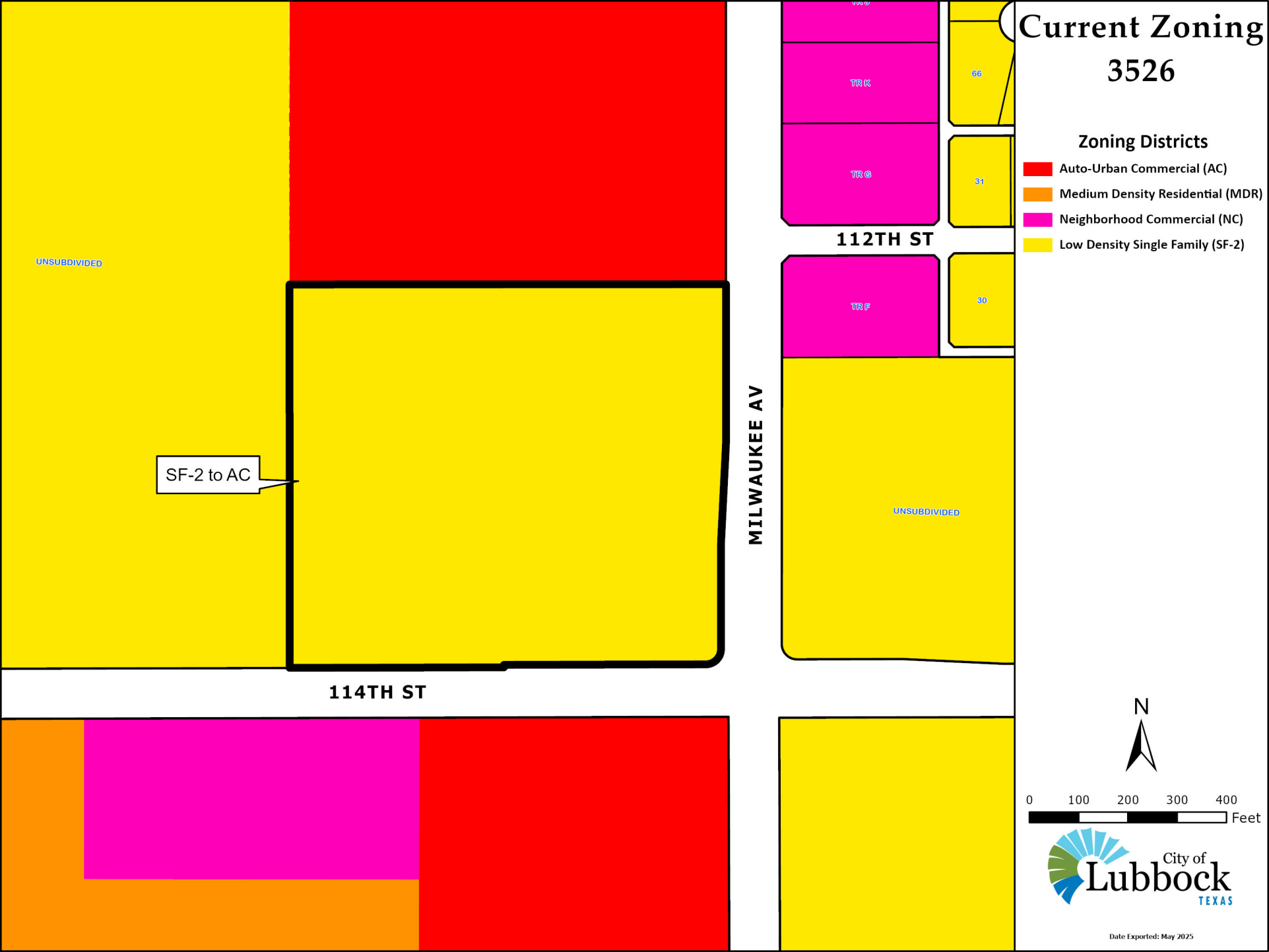
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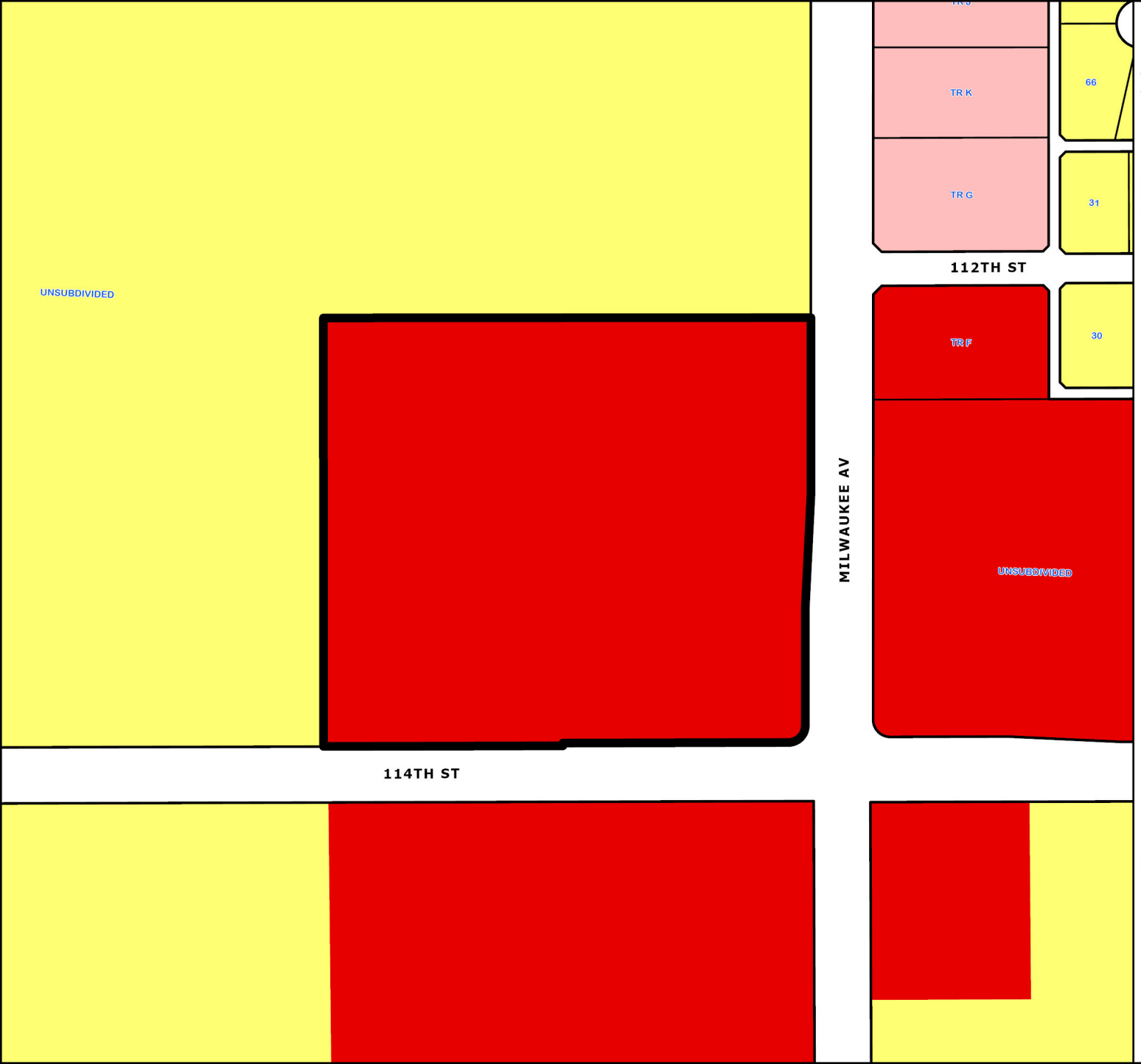
Date Exported: May 2025


PZC Mailout
Notifications Received
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LCAD.DBO.TaxParcel
LocatorPnt3526
MailoutBuffer3526_200ft
MailoutBuffer3526_400ft
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 5/29/2025
0
275
550
1,100 Feet

Zoning Case 3526




Current Zoning
3526
Zoning Districts
Auto-Urban Commercial (AC)
Medium Density Residential (MDR)
Neighborhood Commercial (NC)
Low Density Single Family (SF-2)
UNSUBDIVIDED
SF-2 to AC
MILWAUKEE AV
112TH ST
114TH ST
TR K
TR G
TR F
66
31
30
UNSUBDIVIDED
N
0 100 200 300 400
Feet
City of Lubbock TEXAS
Date Exported: May 2025



Future Land Use Plan
Case 3526

- Commercial
- Office
- Residential Low Density

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: May 2025

3526



View north. Subject property.



View west.



View south.



View east.

Docusign Envelope ID: E6001D55-9FAE-4C01-81EA-12EC4AF547FC

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: NW Corner of 114th Street and Milwaukee Avenue

Lots/Tracts: Unplatted-Parcel ID: 74885

Survey & Abstract: Block AK Section 22 AB 749 Tr P

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 14.72

Existing Land Use: Vacant Existing Zoning: SF-2

Requested Zoning: Auto-Urban Commercial (AC)

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: 5/1/2025 Printed Name: Will Stephens, P.E.

Owner Information

Firm Name: Christian-Ellis LLC

Owner: Terry Ellis - Manager

Address: 128 Saint Andrews Dr City: Mabank State: TX

ZIP Code: 75156 Telephone: Email: mooly924@gmail.com

Property Owner's Signature: Signed by: Terry Ellis 2BCBC5168FDD40C...

Date: 5/1/2025 Printed Name: Terry Ellis

Preparer Information

Preparer's Signature:

Date: 5/1/2025 Printed Name: Will Stephens, P.E.

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3526***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Michael Postar

Signature: [signature]

Address: 13211 Upland Ave.

Address of Property Owned: 112th Milwaukee Land

Phone Number: 806-789-10087

Email: PostarMichael@gmail.com

Zone Case Number: **3526** R348790
112TH & MILWAUKEE LLC
3110 FRNAKFORD AVE

LUBBOCK TX 79407

Recipient 9 of 13

RECEIVED
JUL 01 2025
BY:

AI# 13544
Regular City Council Meeting 7. 4.
07/22/2025:

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3524, a request of CMS Properties for United Sky Capital, LLC, for a zone change from Office District (OF) and Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), at 7105 98th Street and 9901 Upland Avenue, located east of Upland Avenue and south of 98th Street, on 2.7 acres of unplatted land out of Block AK, Section 22, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on July 10, 2025, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3524
Staff Report 3524
Documentation 3524

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. 3524; A ZONING CHANGE FROM SF-2 AND OF TO NC ZONING DISTRICT AT 7105 98TH STREET AND 9901 UPLAND AVENUE, LOCATED EAST OF UPLAND AVENUE AND SOUTH OF 98TH STREET, ON 2.7 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, 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, 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. 3524

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 and OF** to **NC** zoning district at **7105 98th Street and 9901 Upland Avenue, located east of Upland Avenue and south of 98th Street, on 2.7 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:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Matthew L. Wade, City Attorney

vw/cityatt/Matt/ZoneCase/ZC3524
July 10, 2025

ABACUS ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Metes and Bounds Description on a 2.7 acre tract out of Section 22, Block AK, Lubbock County, Texas prepared for Zone Case Purposes Only:

BEGINNING at the Northwest corner of this tract, from which the Northwest corner of Section 22 bears North, an approximate distance of 55 feet and West and approximate distance of 675 feet;

THENCE East, an approximate distance of 225.66 feet;

THENCE South, an approximate distance of 580.1 feet;

THENCE West, with the North line of Tract G, The Ridge Addition, an approximate distance of 225.66 feet;

THENCE North, with the East line of the C-3 Zoned Tract described in Ordinance 2004-00083, an approximate distance of 580.1 feet to the PLACE of BEGINNING.

Prepared for Zone Change Purposes Only. Does not Represent a Survey.

Planning Department
City of Lubbock

Staff Report	Zone Case 3524
City Council Meeting	July 22, 2025

Applicant CMS Properties

Property Owner United Sky Capital, LLC

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).
- August 16, 2004, Zone Case 3016 Ordinance No. 2004-O0083: The northern part of the subject property was rezoned from T to Garden Office District (GO).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The northern part of the subject property was rezoned from GO to Office District (OF) and the southern portion of the subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- July 10, 2025, Zone Case 3524: The Planning and Zoning Commission recommended approval of a request for a zone change from Office District (OF) and Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 60
- Received In Favor: 1
- Received In Opposition: 2

Site Conditions and History

The subject property consists of 2.7 acres of unplatted land out of Block AK, Section 22, and is currently vacant.

Adjacent Property Development

Properties to the north are zoned Medium Density Residential District (MDR) and Low Density Single-Family District (SF-1) and are developed with single family and duplex properties. Properties to the east are zoned Low Density Single-Family District (SF-2) and Office District (OF) and are developed with single-family residences and vacant land. To the west, the property is zoned Auto-Urban Commercial District (AC) and is undeveloped. To the south, the property is zoned High Density Residential District (HDR) and is currently under development.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7105 98thth Street and 9901 Upland Avenue, located east of Upland Avenue and south of 98th Street. The applicant is requesting a zone change from Office District (OF) and Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC).

Current zoning: **Office District (OF) and Low Density Single-Family District (SF-2)**

Requested zoning: **Neighborhood Commercial District (NC)**

Purpose Statements
The purpose of Office District (OF) is "…to provide for a development of centers for professional employment."

The purpose of the Low Density Single-Family District (SF-2) is "…to provide for:

> 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 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 98th Street. The Master Thoroughfare Plan, 2018, designates 98th Street as a Principal Arterial Street. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property
Although the property is currently bounded by residential zoning districts to the north and south, it sides Auto-Urban Commercial (AC) zoning to the west and it fronts 98th Street which is a Principal Arterial Street. The property's 98th Street frontage contributes to the proposed zone change being compatible with the character of other commercial properties in the area with similar frontage to 98th Street.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial land uses. The proposed zone change to Neighborhood Commercial District (NC) is compatible with the commercial designation, and its proximity to 98th Street, a Principal Arterial Street, 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 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

Jamie Magar
Planner
Planning Department
806-775-2107
jmagar@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3524

Allowable Uses: Neighborhood Commercial District (NC)

Transportation: The proposed development has a point of access from 98th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
98th Street, Arterial Street, *Incomplete*	R.O.W 38 feet, two-lane, undivided, paved.	R.O.W 100 feet, five-lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Minutes

District 5

3.8 **Zone Case 3524:** CMS Properties for United Sky Capital, LLC, request for a zone change from Office District (OF) and Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), at:

- 7105 98th Street and 9901 Upland Avenue, located east of Upland Avenue and south of 98th Street, on 2.7 acres of unplatted land out of Block AK, Section 22.

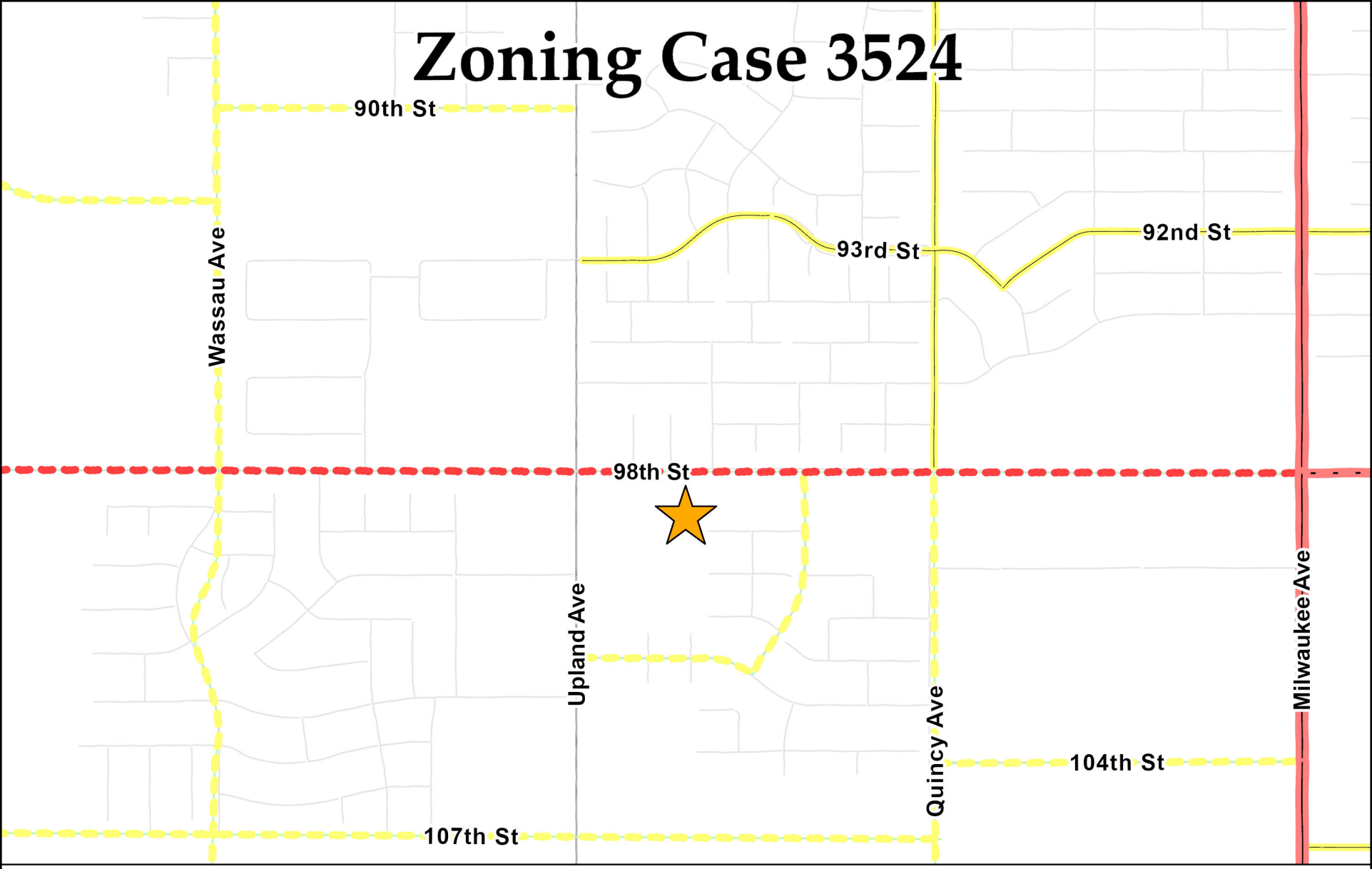
PLANNER JAMIE MAGAR gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT JEREMY STEEN, 10210 Quaker Avenue, with Keller Williams Commercial Realty, 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 3524**, a motion was made by **ROBERT WOOD** and seconded by **SCOTT GLOYNA** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

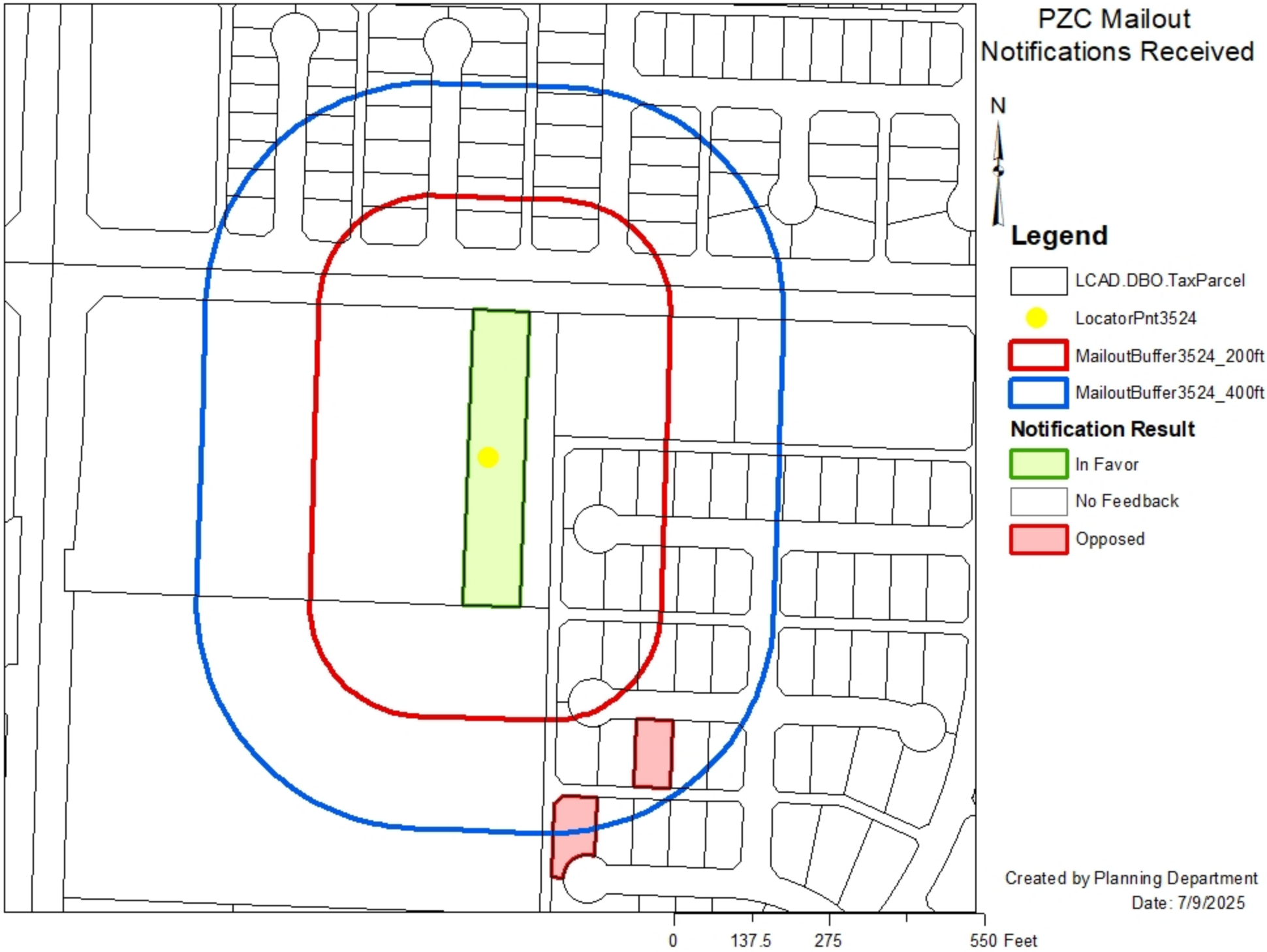
Zoning Case 3524



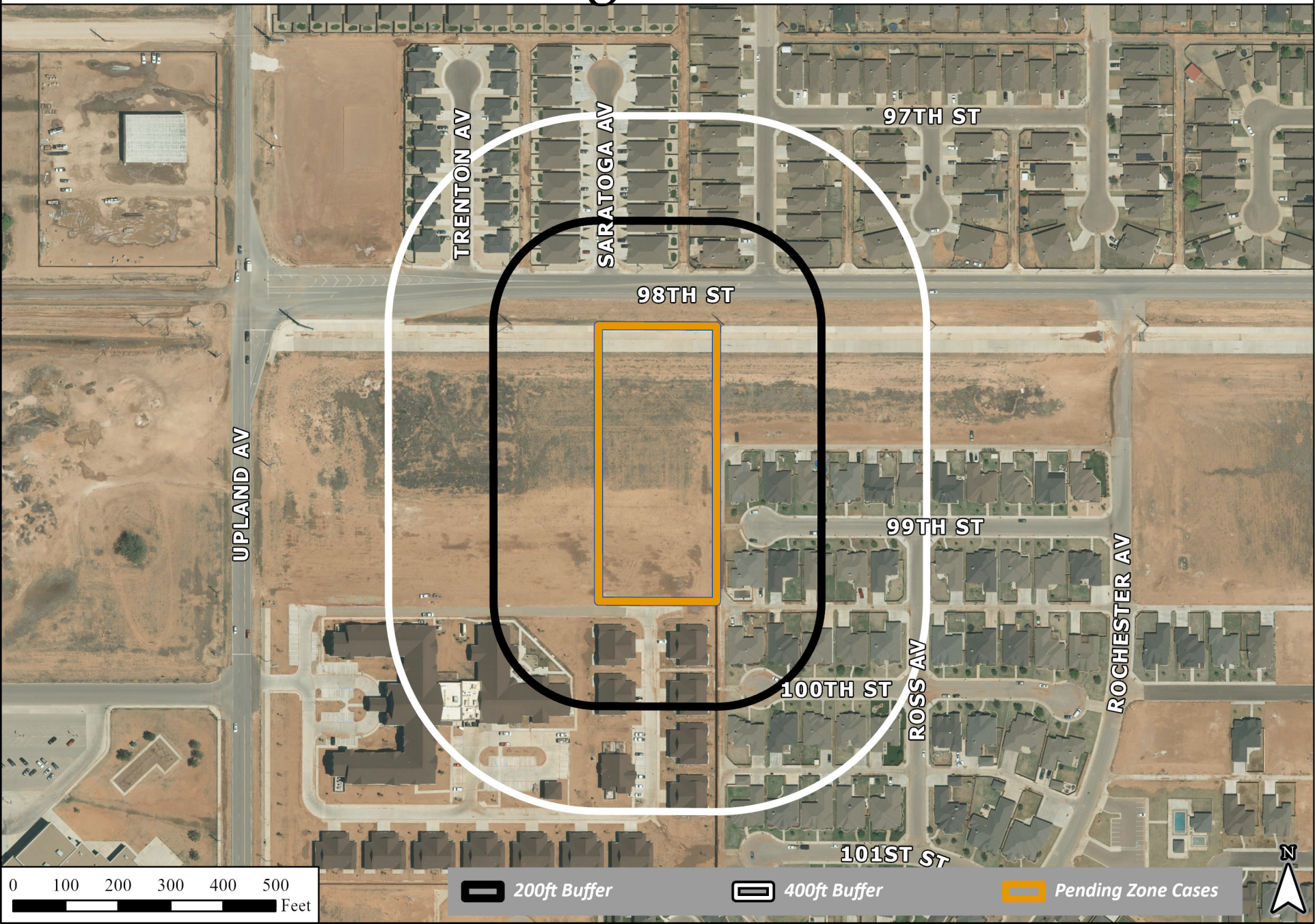
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Future	Future		Future	Proposed Outer Loop

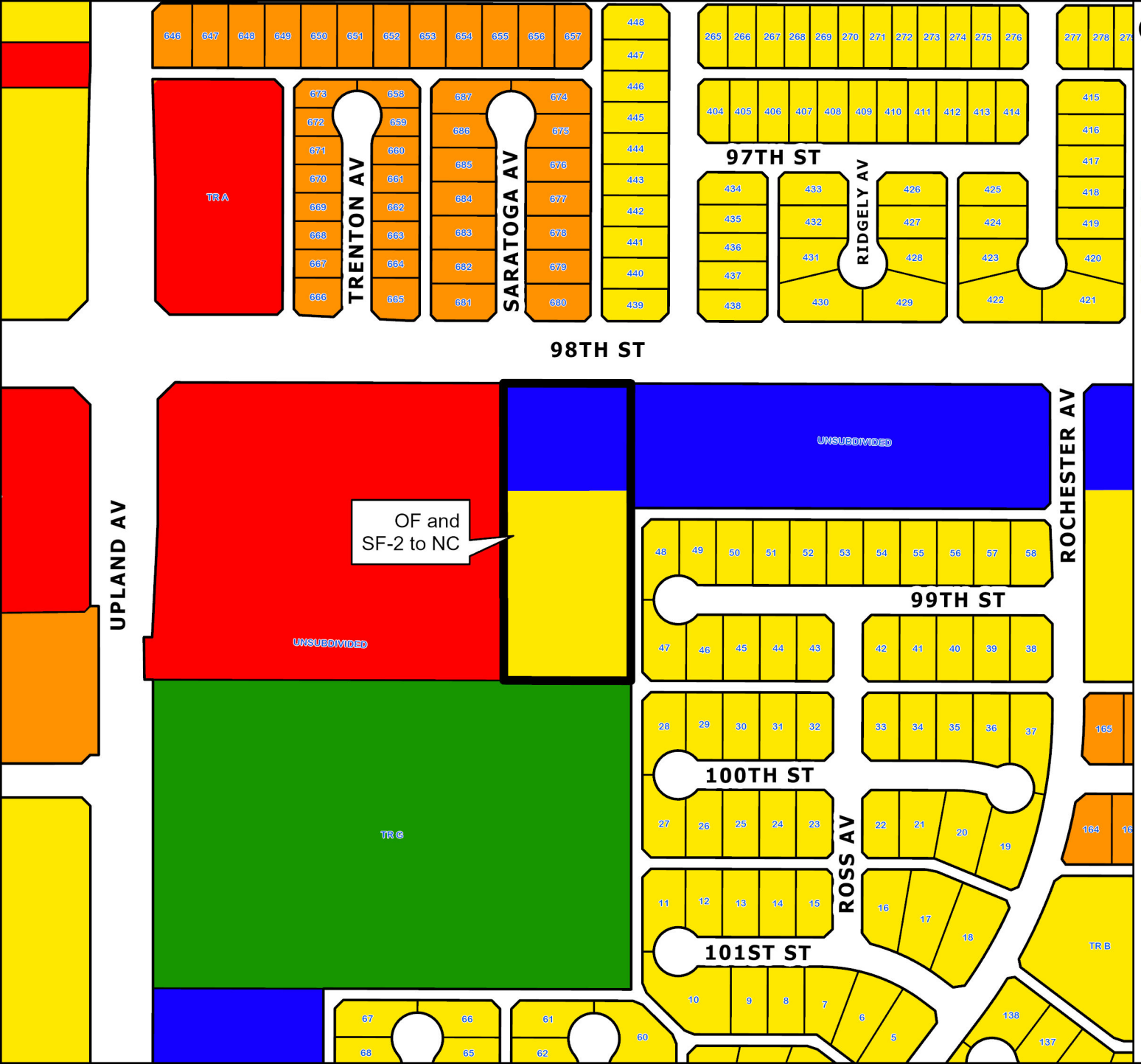
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Date Exported: May 2025


PZC Mailout
Notifications Received
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MailoutBuffer3524_200ft
MailoutBuffer3524_400ft
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 7/9/2025
0
137.5
275
550 Feet

Zoning Case 3524





Current Zoning
3524

Zoning Districts

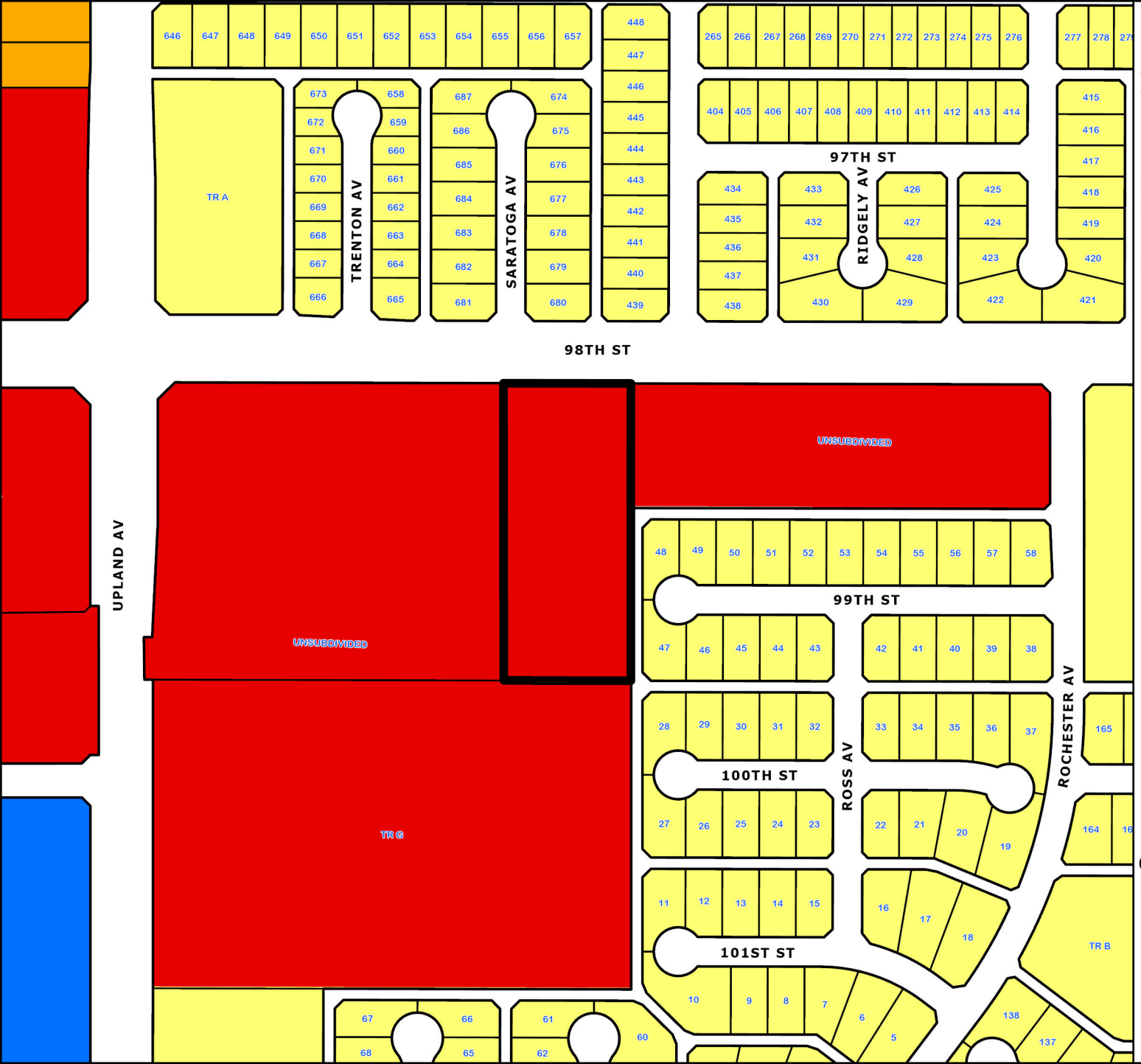
- Auto-Urban Commercial (AC)
- High Density Residential (HDR)
- Medium Density Residential (MDR)
- Office (OF)
- Low Density Single Family (SF-2)

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0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: May 2025


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RIDGELY AV
97TH ST
98TH ST
UNSUBDIVIDED
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UPLAND AV
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100TH ST
ROSS AV
ROCHESTER AV
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22 21 20 19
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TR G
11 12 13 14 15
16 17 18
101ST ST
TR B
10 9 8 7 6 5
67 68 66 65
61 62 60
138 137
Future Land Use Plan
Case 3524
Commercial
Public/ Semi-Public
Residential Low Density
Residential Medium Density
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Feet
City of Lubbock TEXAS
Date Exported: May 2025

3524



View south. Subject property.



View north.



View west.



View east.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7105 98th St.

Lots/Tracts: 2.7 Acres out of Section 22, Block AK

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: +/- 2.7 Acres

Existing Land Use: Vacant/Unsubdivided Existing Zoning: OF / SF-2

Requested Zoning: NC

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: CMS Properties

Name: Alan Moore

Address: 6306 Iola Ave Ste 200 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806 794 1492 Email: amoore@cmspropertiesinc.com

Applicant's Signature:

Date: 5/1/25 Printed Name: Alan Moore

Owner Information

Firm Name:

Owner: United Sky Capital, LLC

Address: PO Box 64189 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806 794 1492 Email: amoore@cmspropertiesinc.com

Property Owner's Signature:

Date: 5/1/25 Printed Name: Marc Shipton

Preparer Information

Preparer's Signature:

Date: 5/1/25 Printed Name: Alan Moore

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Alan Moore
CMS Properties
6306 Iola Ave. Suite 200
Lubbock, Texas 79424
(806) 794-1492
amoore@cmspropertiesinc.com

May 01, 2025

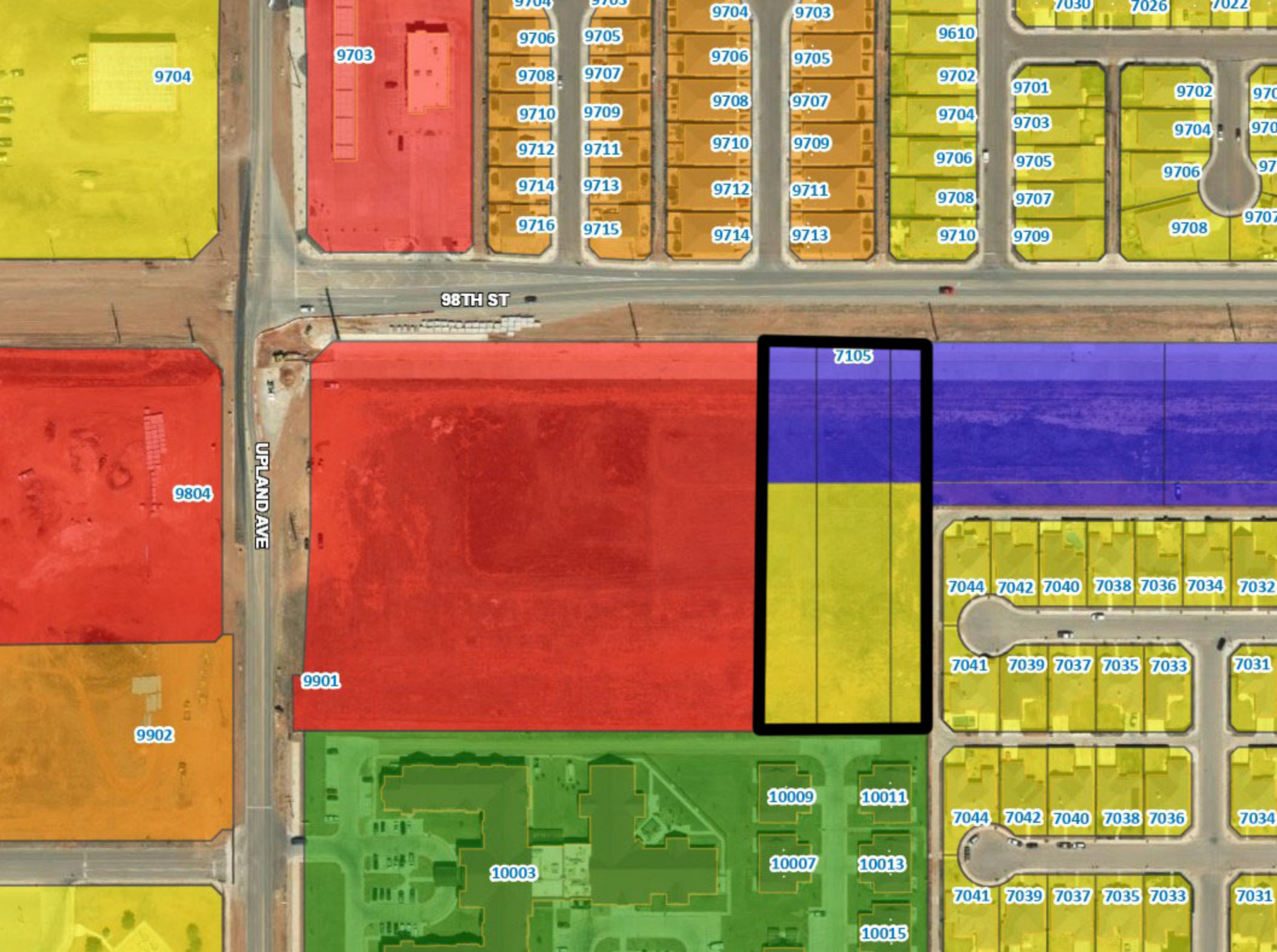
Planning and Zoning Department
City of Lubbock
1314 Avenue K
Lubbock, Texas 79401

To Whom It May Concern,

We are requesting a zoning change for the property near 98th St. and Upland Ave. with the address of 7105 98th St. The request is to change the existing OF and SF-2 zoning to NC. The purpose of this change is to clean up zoning artifacts from previous developments.

Sincerely,

Alan Moore


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2025010842 6 PGS DEED

GF#90140 Return to: Western Title Company

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

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 19, 2025, to be effective March 21, 2025

Grantor: ENRICO G. AGUAS, acting by CHARISSE HURTAK, attorney-in-fact, and wife, TERESITA A. AGUAS acting by CHARISSE HURTAK; and CARY MITCHELL and wife, LETICIA MITCHELL

Grantee: UNITED SKY CAPITAL, L.L.C., a Texas limited liability company

Grantee's Mailing Address:

P.O. Box 64189
Lubbock, Lubbock County, Texas 79464

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee and payable to the order of MAVERICK BANK ("Lender") in the principal amount of FIVE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED FIFTY-SIX AND 66/100 DOLLARS ($536,456.66). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a first-lien deed of trust of even date from Grantee to NOLAN BRENT LESLIE, Trustee.

Property (including any improvements):

Field Notes on a 10.128 acre tract out of the 163.00 acre tract described in Volume 8085, Page 157, Deed Records, Lubbock County Texas, being out of Section 22, Block AK, Lubbock County, Texas, and being further described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod yellow cap having Texas North Central Zone coordinates North: 7247496.27, East: 909669.87 as determined by the HxGN Smartnet Network for the Northwest corner of plat limits of The Ridge, Tract G, as shown by the plat recorded in Lubbock County Clerk File Number (CCFN) CCFN 2021024178 for the Southwest corner of this tract, from which a railroad spike found and accepted as the Northwest corner of Section 22 bears N 88°00'15" W, (Texas North Central Zone Bearing Basis NAD 83) 39.99 feet and N 01°50'25" E, 580.07 feet;

THENCE N 01°50'25" E, 74.95 feet to a 1/2" iron rod with green cap marked "RPLS 4460" (herein after referred to as Abacus Cap) set for the Southwest corner of a Street Dedication deed described in CCFN 2018004683 and the most Westerly Northwest corner of this tract;

THENCE S 88°09'35" E, 15.03 feet to an Abacus Cap set for the Southeast corner of the said Dedication deed and a corner of this tract;

THENCE N 04°42'10" E, for this and the following three calls, along the Southeasterly line of the said Dedication deed, a distance of 200.25 feet to a ½ inch iron rod with yellow cap found for a corner of this tract;

THENCE N 01°50'25" E, 220.00 feet to an "X" cut in concrete for a corner of this tract;

THENCE N 46°54'55" E, 42.37 feet to an "X" cut in concrete for a corner of this tract;

THENCE S 88°00'35" E, at 655.61 feet pass the West line of the tract described in CCFN 2008041117, at 755.61 feet pass its East line, in all a total distance of 805.66 feet to a crow's foot cut in concrete for the Northeast corner of this tract;

THENCE S 01°51'11" W, at 220.18 feet pass a ½" iron rod with yellow cap found for the Northwest corner of the Plat Limits of The Ridge Lots 38-58, in all a total distance of 525.10 feet to a ½" iron rod with yellow cap found for the Northeast corner of Tract G, the Ridge and the Southeast corner of this tract;

THENCE N 88°00'15" W, along the North line of the said Tract G, at 51.68 feet pass the East line of the tract described in CCFN 2008041117, at 151.68 feet pass its West line, in all a distance of 860.57 feet to the PLACE OF BEGINNING and containing 10.128 acres.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by G.W. Cochran to Roy Riddel under Deed dated May 22, 1946, and recorded in Volume 325, Page 176, Deed Records, Lubbock County, Texas.

Rights incident to the ownership and lessees of the minerals reserved in Volume 327, Page 167, Deed Records, Lubbock County, Texas.

Right of Way Easement dated April 30, 1956, recorded in Volume 616, Page 613, Deed Records, Lubbock County, Texas, executed by E. WILLIAMSON and RUBY WILLIAMSON to R. H. BATES, G. BOUNDS, J. C. DECKELMANN, J. A. MURPHEY, D. C. DAY, V. BATTISTONI, D. A. DAY, ZELMA LOWREY, and C. BACON.

Right of Way Easement dated January 7, 1960, recorded in Volume 782, Page 689, Deed Records, Lubbock County, Texas, executed by J. C. WILLIAMSON to the COUNTY OF LUBBOCK, TEXAS.

Rights incident to the ownership and lessees of the minerals reserved in Volume 1459, Page 193, Deed Records, Lubbock County, Texas.

Oil, Gas and Mineral Lease dated October 12, 1979, between Helen C. Rogers, a widow, as Lessor and A.E. Gamble, as Lessee, recorded in Volume 46, Page 225, Oil and Gas Records, Lubbock County, Texas, together with all rights incident thereto. NOW HELD BY MESA PETROLEUM CO..

Oil, Gas and Mineral Lease dated October 12, 1979, between Matthew J. Browne, a married man, as Lessor and A.E. Gamble, as Lessee, recorded in Volume 46, Page 227, Oil and Gas Records, Lubbock County, Texas, together with all rights incident thereto. NOW HELD BY MESA PETROLEUM CO.

Oil, Gas and Mineral Lease dated September 7, 1979, between Battistoni & Associates, a partnership, acting by and through Roger Battistoni, partner, as Lessor and A.E. Gamble, as Lessee, recorded in Volume 46, Page 229, Oil and Gas Records, Lubbock County, Texas, together with all rights incident thereto. NOW HELD BY MESA PETROLEUM CO..

Oil, Gas and Mineral Lease dated October 18, 1979, between Marion K. Browne Lief, a married woman, as Lessor and A.E. Gamble, as Lessee, recorded in Volume 46, Page 236, Oil and Gas Lease Records, Lubbock County, Texas, together with all rights incident thereto. NOW HELD BY MESA PETROLEUM CO..

Water Line Easement dated December 4, 1999, recorded in Volume 6532, Page 143, Official Real Property Records, Lubbock County, Texas, executed by BATTISTONI AND ASSOCIATES, A PARTNERSHIP to the CITY OF LUBBOCK.

Oil, Gas and Mineral Lease dated July 6, 2012, between ENRICO G. AGUAS and wife, TERESITA A. AGUAS, as Lessor and DALE RESOURCES, L.L.C., as Lessee, as referred to in Memorandum of Oil and Gas Lease recorded July 16, 2012 under County Clerk File No. 2012028070, Official Public Records, Lubbock County, Texas, together with all rights incident thereto.

Drainage Easement dated December 22, 2017 and recorded February 12, 2018 under County Clerk File No. 2018004684, Official Public Records, Lubbock County, Texas, executed by ENRICO G. AGUAS and wife, TERESITA A. AGUAS to the CITY OF LUBBOCK.

Water Line Easement dated December 22, 2017 and recorded February 12, 2018 under County Clerk File No. 2018004685, Official Public Records, Lubbock County, Texas, executed by ENRICO G. AGUAS and wife, TERESITA A. AGUAS to the CITY OF LUBBOCK.

Drainage Easement dated December 22, 2017 and recorded February 12, 2018 under County Clerk File No. 2018004686, Official Public Records, Lubbock County, Texas, executed by ENRICO G. AGUAS and wife, TERESITA A. AGUAS to the CITY OF LUBBOCK.

Water Line Easement dated February 9, 2018 and recorded April 3, 2018 under County Clerk File No. 2018011913, Official Public Records, Lubbock County, Texas, executed by CARY MITCHELL and LETICIA MITCHELL to the CITY OF LUBBOCK.

Drainage Easement dated June 5, 2018 and recorded June 11, 2018 under County Clerk File No. 2018021799, Official Public Records, Lubbock County, Texas, executed by CARY MITCHELL and LETICIA MITCHELL to the CITY OF LUBBOCK.

Rights of tenants in possession under any unrecorded leases.

Visible and apparent easements on or across the Property.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas, or other minerals, together with all rights, privileges, and immunities relating thereto, appearing the public records, whether listed herein or not.

All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing the Public Records whether listed herein or not.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and

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

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

Enrico G. Aguas by C Hurtak, AIF
ENRICO G. AGUAS, by CHARISSE HURTAK, his agent and attorney-in-fact

Teresita A. Aguas by C Hurtak, AIF
TERESITA A. AGUAS, by CHARISSE HURTAK, her agent and attorney-in-fact

Cary A. Mitchell
CARY MITCHELL

Leticia Mitchell
LETICIA MITCHELL

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

Acknowledged before me, the undersigned notary on this 21st day of March, 2025, by CHARISSE HURTAK, as agent and attorney-in-fact on behalf of TERESITA A. AGUAS.

Notary Public, State of Texas

ROBERT A BRANDT
Notary Public, State of Texas
Notary ID# 473653-9
My Commission Expires 05-22-2028

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

Acknowledged before me, the undersigned notary on this 21st March, 2025, by CHARISSE HURTAK, as agent and attorney-in-fact on behalf of TERESITA A. AGUAS.

Notary Public, State of Texas

ROBERT A BRANDT
Notary Public, State of Texas
Notary ID# 473653-9
My Commission Expires 05-22-2028

STATE OF Indiana §
§
COUNTY OF Tippecanoe §

A ROG

Acknowledged before me, the undersigned notary on this 19 day of March, 2025, by CARY MITCHELL.

RICHARD O GOODWIN
Notary Public - Seal
Tippecanoe County - State of Indiana
Commission Number NP0720838
My Commission Expires Jun 17, 2027

Richard O Goodwin
Notary Public, State of Indiana

STATE OF Indiana §
§
COUNTY OF Tippecanoe §

Acknowledged before me, the undersigned notary on this 19 day of March, 2025, by LETICIA MITCHELL.

RICHARD O GOODWIN
Notary Public - Seal
Tippecanoe County - State of Indiana
Commission Number NP0720838
My Commission Expires Jun 17, 2027

Richard O Goodwin
Notary Public, State of Indiana

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.:** ***3524***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Marc Shipton

Signature: [signature]

Address: 6306 Iola Ave Ste. 200 Lubbock, TX

Address of Property Owned: BLK AK SEC 22 AB 749 TR 4 of w/2 AC: 1.2038

Phone Number: 806-794-1492

Email: amoore@cmsproperties,inc.com

Zone Case Number: **3524** R315089 Recipient 46 of 61

UNITED SKY CAPITAL LLC
P O BOX 64189

LUBBOCK TX 79464

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3524***

In Favor ____

Opposed X

Reasons and/or Comments:

There is no info on what would be considered for this parcel, and this could possibly result in a commercial zone with a shared alley to our home. We purchased this house for its distance from commercial areas and don't want our home value to go down as a result of this zoning change. Not to mention this would be a commercial property right next to an assisted living facility.

Print Name JOHN & DANNA JANZ

Signature: [signature]

Address: 7040 101st St LUBBOCK TX 79424

Address of Property Owned: 7040 101st ST LUBBOCK TX 79424

Phone Number: 737-444-6660

Email: dannajanz44@gmail.com

Zone Case Number: **3524** R327528

JANZ DANNA & JOHN S
7040 101ST ST

LUBBOCK TX 79424

Recipient 40 of 61

RECEIVED
MAY 30 2025
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3524***

In Favor ___

Opposed ✓

Reasons and/or Comments:
Commercializing would invite ongoing issues within the community.

Print Name Greg Lingafelter

Signature: [signature]

Address: 7037 100th St Lubbock TX 79424

Address of Property Owned: 7037 100th St Lubbock TX 79424

Phone Number: 575-602-2297

Email: greglingafelter@yahoo.com

Zone Case Number: **3524** R327542 Recipient 7 of 61

LINGAFELTER GREG & HELENA
7037 100TH ST

LUBBOCK TX 79424

RECEIVED
JUL 01 2025
BY:

AI# 13548
Regular City Council Meeting 7. 5.
07/22/2025:

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3528, a request of Hugo Reed and Associates, Inc. for SWLLD, LLC, for a zone change from Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC) to Heavy Commercial District (HC), at 5811, 5815, 5901, 5911, 6001 130th Street, and 13810 Frankford Avenue, located west of Frankford Avenue and south of 130th Street, on 15.6 acres of unplatted land out of Block AK, Section 9, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on July 10, 2025, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3528
Staff Report 3528
Documentation 3528

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. 3528; A ZONING CHANGE FROM SF-2 AND AC TO HC ZONING DISTRICT AT 5811, 5815, 5901, 5911, 6001 130TH STREET, AND 13810 FRANKFORD AVENUE, LOCATED WEST OF FRANKFORD AVENUE AND SOUTH OF 130TH STREET, ON 15.6 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, 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. 3528

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 and AC** to **HC** zoning district at **5811, 5815, 5901, 5911, 6001 130th Street, and 13810 Frankford Avenue, located west of Frankford Avenue and south of 130th Street, on 15.6 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:

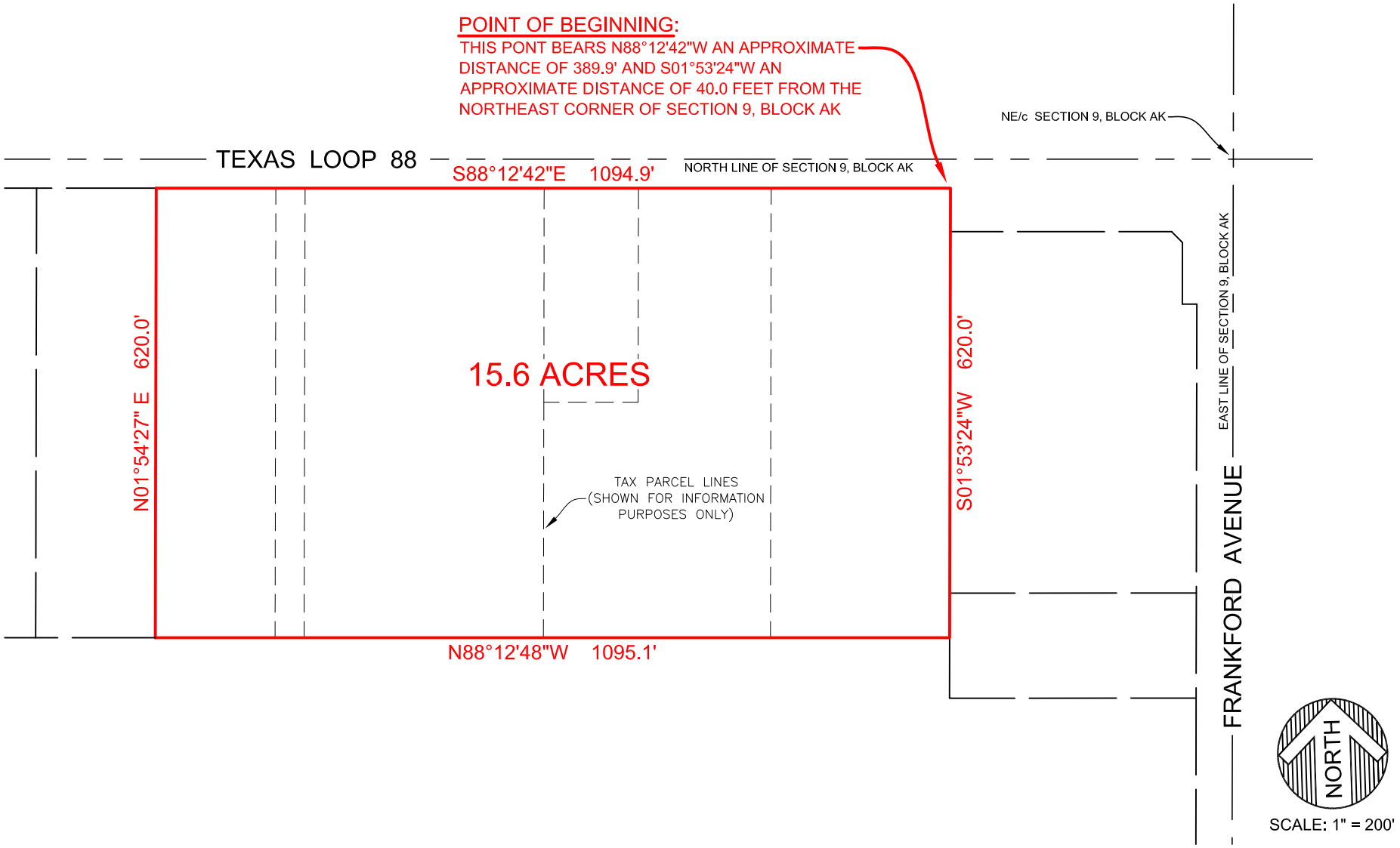
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Matthew L. Wade, City Attorney

vw/cityatt/Matt/ZoneCase/ZC3528
July 10,2025

EXHIBIT "A"


POINT OF BEGINNING:
THIS PONT BEARS N88°12'42"W AN APPROXIMATE DISTANCE OF 389.9' AND S01°53'24"W AN APPROXIMATE DISTANCE OF 40.0 FEET FROM THE NORTHEAST CORNER OF SECTION 9, BLOCK AK
NE/c SECTION 9, BLOCK AK
TEXAS LOOP 88
S88°12'42"E 1094.9'
NORTH LINE OF SECTION 9, BLOCK AK
N01°54'27" E 620.0'
15.6 ACRES
TAX PARCEL LINES (SHOWN FOR INFORMATION PURPOSES ONLY)
S01°53'24"W 620.0'
N88°12'48"W 1095.1'
EAST LINE OF SECTION 9, BLOCK AK
FRANKFORD AVENUE
NORTH
SCALE: 1" = 200'

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 15.6 acre tract located in Section 9, Block AK, Lubbock County, Texas, said 15.6 acre tract being further described as follows:

BEGINNING at a point in the South right of way line of Loop 88 which bears N. 88°12'42" W. an approximate distance of 389.9 feet and S. 01°53'24" W. an approximate distance of 40.0 feet from the Northeast corner of said Section 9, Block AK, Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°53'24" W. an approximate distance of 620.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°12'48" W. an approximate distance of 1095.1 feet to a point for the Southwest corner of this tract;

THENCE N. 01°54'27" E. an approximate distance of 620.0 feet to a point in the South right-of-way line of said Texas Loop 88 for the Northwest corner of this tract;

THENCE S. 88°12''42" E., along the South right-of-way line of said Loop 88, an approximate distance of 1094.9 feet to the Point of Beginning.

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

PREPARED FOR ZONING PURPOSES ONLY AND SHALL NOT BE RECORDED IN THE OFFICIAL PUIBLIC RECORDS OF LUBBOCK COUNTY FOR ANY PURPOSE.

Prepared for SWLLD, LLC. May 28, 2025

Planning Department
City of Lubbock

Staff Report	Zone Case 3528
City Council Meeting	July 22, 2025

Applicant Hugo Reed and Associates, Inc.

Property Owner SWLLD, LLC

Council District 5

Prior Board or Council Action

- December 4, 2008, Ordinance No. 2008-O0104: The subject properties 5811, 5815, 5901, and 5911 130th Street and 13810 Frankford Avenue were annexed into city limits and zoned Transition District (T).
- January 31,2013, Ordinance No. 2013-O0002: The subject properties 5815 and 5911 130th Street were rezoned from Transition District (T) to General Retail District (C-3).
- April 28, 2016, Ordinance No. 2016-O0054: The subject property 6001 130th Street was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject properties 5811, 5901, and 6001 130th Street and 13810 Frankford Avenue were rezoned from Transition District (T) to Low Density Single-Family District (SF-2), with the adoption of the Unified Development Code.
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject properties 5815 and 5911 130th Street were rezoned from General Retail District (C-3) to Auto-Urban Commercial District (AC), with the adoption of the Unified Development Code.
- July 10, 2025, Zone Case 3528: The Planning and Zoning Commission recommended approval of a request for a zone change from Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC) to Heavy Commercial District (HC) a vote of 8-0-0.

Notification Summary

- Notifications Sent: 18
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject properties consist of 15.6 acres of unplatted land out of Block AK, Section 9. Currently, the properties 5811, 5815, and 5911 130th Street and 13810 Frankford Avenue are vacant; 5901 and 6001 130th Street are developed with residential dwellings.

Adjacent Property Development

The surrounding properties are zoned Auto-Urban Commercial District (AC) and Heavy Commercial District (HC) to the north and Low Density Single-Family District (SF-2) to the east, west, and south. There is vacant land to the north, east, and south with a commercial retail business and residential dwelling to the west.

Zoning Request and Analysis

Item Summary

The subject properties are addressed as 5811, 5815, 5901, 5911, 6001 130th Street, and 13810 Frankford Avenue and are located west of Frankford Avenue and south of 130th Street on 15.6 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) and Auto-Urban Commercial District (AC) to Heavy Commercial District (HC).

Current zoning: **Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC)**

Requested zoning: **Heavy Commercial District (HC)**

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 existing 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."

The intent of the requested Heavy Commercial District (HC) is to provide for "development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise."

Traffic Network/Infrastructure Impacts
The location is along 130th Street (future Loop 88), which is designated as a Freeway by the Master Thoroughfare Plan, 2018. 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. The request conforms to this designation and would be appropriate considering the existing adjacent zoning districts and land uses. Therefore, this request is in complete conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zone change and the uses allowed in the HC 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

Sam Brackeen
Planner
Planning Department
806-775-2120
sbrackeen@mylubbock.us

Gregory Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3528

Allowable Uses: Heavy Commercial (HC)

Transportation: The proposed development has a point of access from 130th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
130th Street (Future Loop 88), Freeway	R.O.W. 40 feet, 2 lane, undivided, paved.	R.O.W. 300 feet, 10 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 5

3.10 **Zone Case 3528:** Hugo Reed and Associates, Inc. for SWLLD, LLC, request for a zone change from Low Density Single-Family District (SF-2) and Auto-Urban Commercial District (AC) to Heavy Commercial District (HC), at:

- 5811, 5815, 5901, 5911, and 6001 130th Street and 13810 Frankford Avenue, located west of Frankford Avenue and south of 130th Street, on 15.6 acres of unplatted land out of Block AK, Section 9.

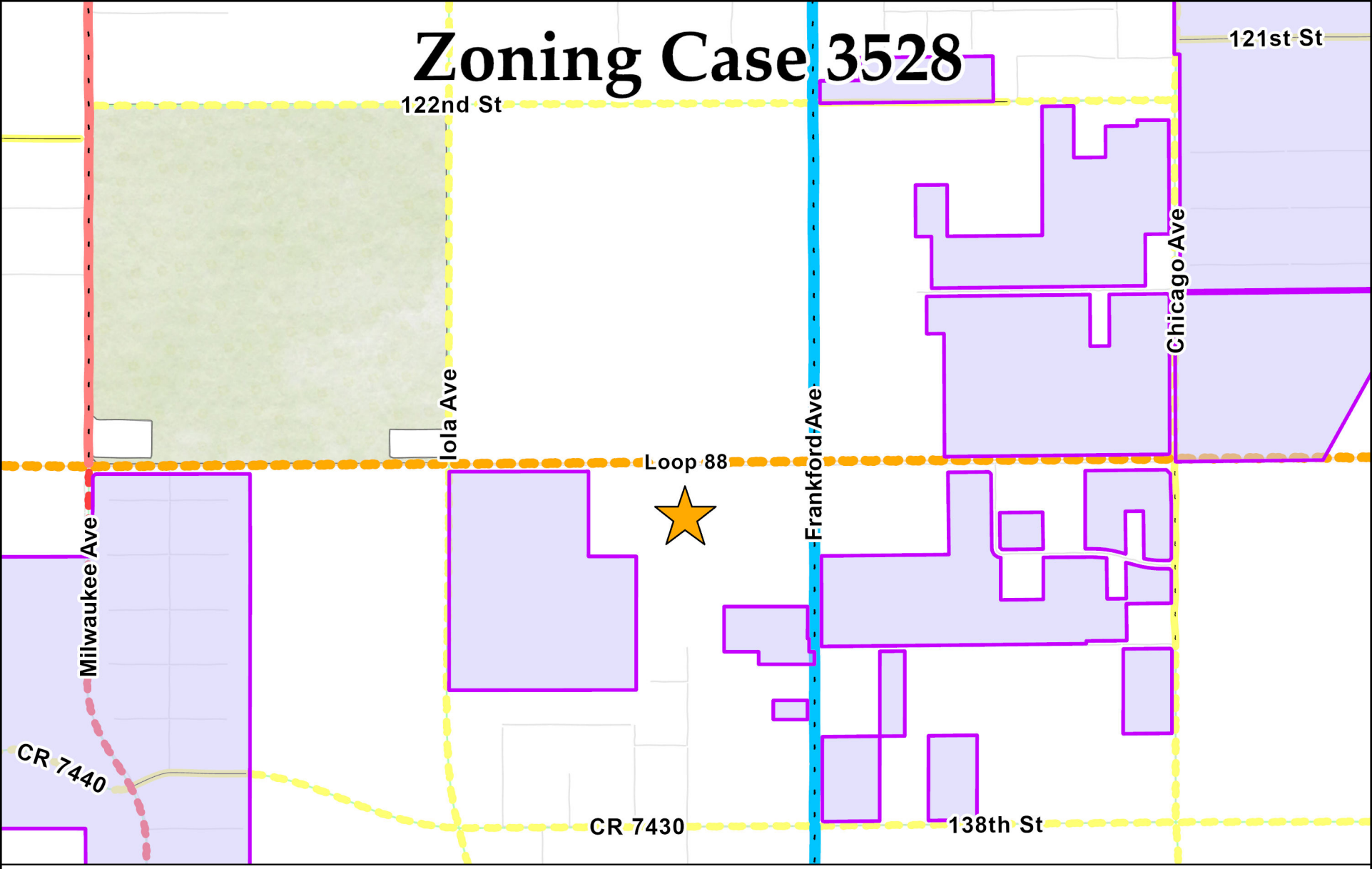
PLANNER SAM BRACKEEN gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT TERRY HOLEMAN, 1601 Avenue N, with Hugo Reed and Associates, Inc., gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition to the request.

In the matter of **Zone Case 3528**, a motion was made by **TAREK REDWAN** and seconded by **ROBERT WOOD** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3528

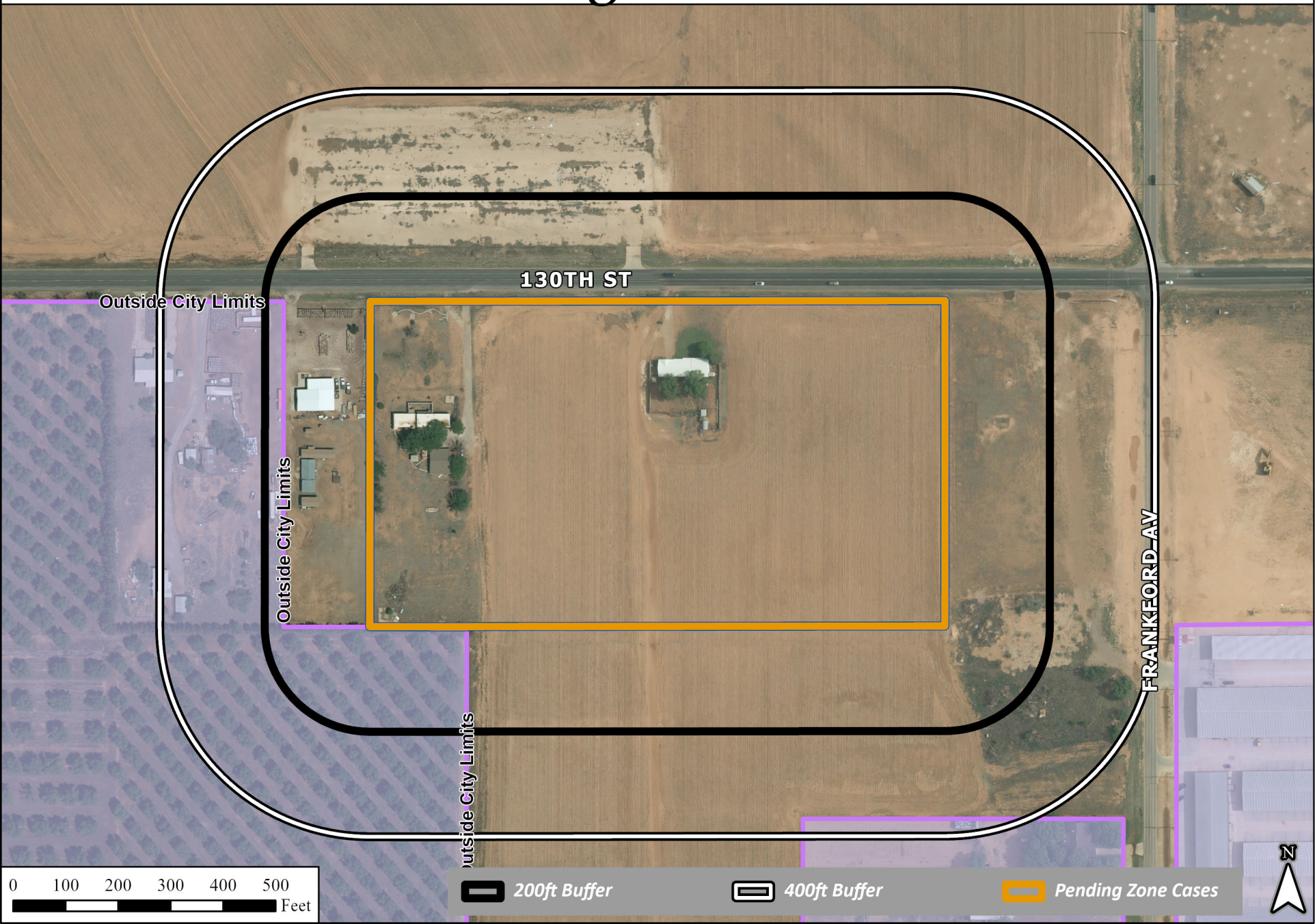


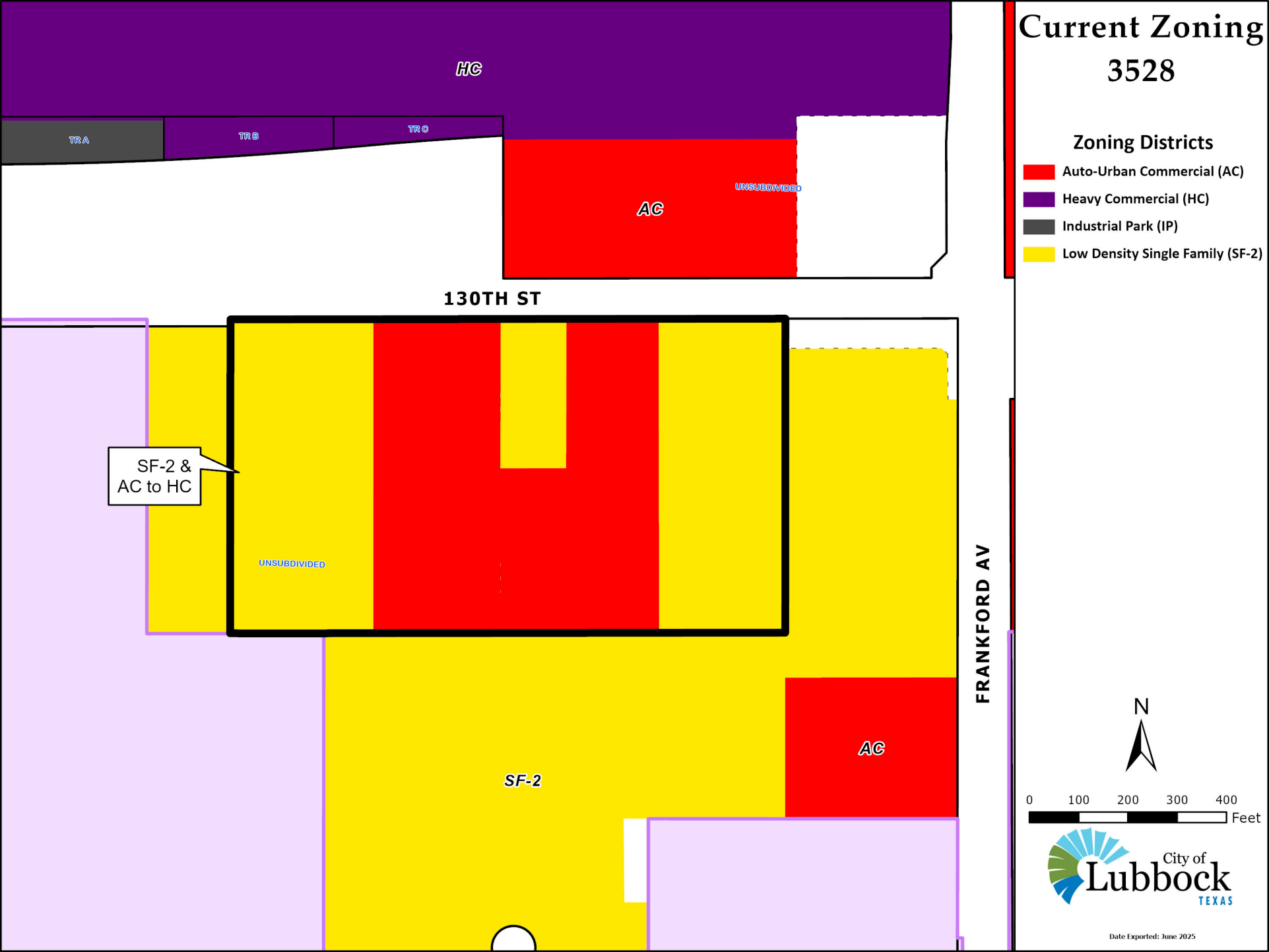
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

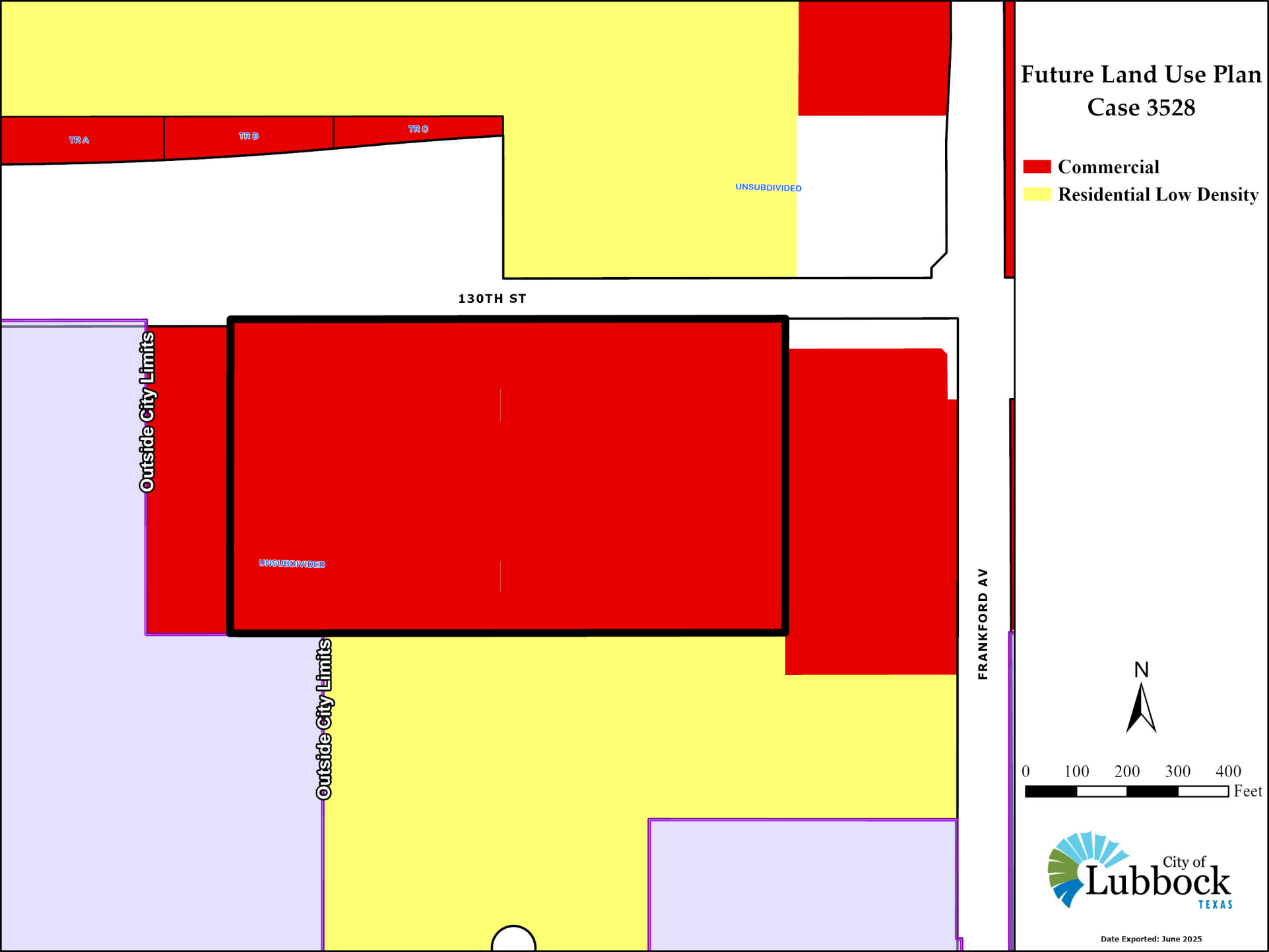
N
W E
S

Date Exported: June 2025

Zoning Case 3528




HC
TR A
TR B
TR C
AC
UNSUBDIVIDED
130TH ST
SF-2 &
AC to HC
UNSUBDIVIDED
FRANKFORD AV
AC
SF-2
Current Zoning
3528
Zoning Districts
Auto-Urban Commercial (AC)
Heavy Commercial (HC)
Industrial Park (IP)
Low Density Single Family (SF-2)
N
0 100 200 300 400
Feet
City of
Lubbock
TEXAS
Date Exported: June 2025


Future Land Use Plan
Case 3528
Commercial
Residential Low Density
TR A
TR B
TR C
UNSUBDIVIDED
130TH ST
Outside City Limits
UNSUBDIVIDED
Outside City Limits
FRANKFORD AV
N
0
100
200
300
400
Feet
City of
Lubbock
TEXAS
Date Exported: June 2025

3528



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: Loop 88 and Frankford Avenue

Lots/Tracts: See metes and bounds description included

Survey & Abstract: Section 9, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 15.6 acres

Existing Land Use: mostly vacant Existing Zoning: SF-2

Requested Zoning: HC

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Terry Holeman

Name: Hugo Reed and Associates, Inc.

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: May 29, 2025 Printed Name: Terry Holeman

Owner Information

Firm Name:

Owner: SWLLD, LLC

Address: PO Box 64664 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com

Property Owner's Signature:

Date: May 29, 2025 Printed Name: Thomas Payne

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.

AI# 13520
Regular City Council Meeting 7. 6.
07/22/2025:

Information

Agenda Item

Public Hearing - Planning (District 6): Consider a request for Zone Case 1893-GG, a request of Seventeen Services, LLC, for Wag 2.0, LLC, for a zone change from Heavy Commercial District (HC) to Neighborhood Commercial District (NC), at 6028 4th Street, located north of 4th Street and west of Homestead Avenue, Shadow Hills Commercial Addition, Tract E, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on July 10, 2025, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 1893-GG
Staff Report 1893-GG
Documentation 1893-GG

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. 1893-GG; A ZONING CHANGE FROM HC TO NC ZONING DISTRICT AT 6028 4TH STREET, LOCATED NORTH OF 4TH STREET AND WEST OF HOMESTEAD AVENUE, SHADOW HILLS COMMERCIAL ADDITION, TRACT E, 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, 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. 1893-GG

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **HC** to **NC** zoning district at **6028 4th Street, located north of 4th Street and west of Homestead Avenue, Shadow Hills Commercial Addition, Tract E,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Matthew L. Wade, City Attorney

vw/cityatt/Matt/ZoneCase/ZC1893-GG
July 10, 2025

Planning Department
City of Lubbock

Staff Report	Zone Case 1893-GG
City Council Meeting	July 22, 2025

Applicant Seventeen Services LLC

Property Owner WAG 2.0, LLC

Council District 6

Prior Board or Council Action

- April 26, 1973, Ordinance No. 1973-006596: The subject property was annexed into city limits and zoned Single-Family District(R-1).
- May 10, 1979, Zone Case 1893-B, Ordinance No. 1979-007853: The subject property was rezoned from R-1 to Family Apartment District (A-1).
- April 12, 2007, Zone Case 1893-Y, Ordinance No. 2007-O0029: The subject property was rezoned from A-1 to General Retail District (C-3).
- December 14, 2021, Zone Case 1893-DD, Ordinance No. 2021-O0180: The subject property was rezoned from C-3 to Commercial District (C-4).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from C-4 to Heavy Commercial District (HC) with the adoption of the Unified Development Code.
- July 10,2025, Zone Case 1893-GG: The Planning and Zoning Commission recommended approval of a request for a zone change from HC to Neighborhood Commercial District (NC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 27
- Received In Favor: 0
- Received In Opposition:0

Site Conditions and History

This property was platted as Shadow Hills Commercial Addition, Tract E, on November 30, 2022, and is currently vacant.

Adjacent Property Development

The properties to the north and west are zoned Low Density Single-Family District (SF-2) and are undeveloped. The properties to the east and south are zoned Heavy Commercial District (HC) and are undeveloped.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 6028 4th Street, located north of 4th Street and east of Homestead Avenue, Shadow Hill Commercial Addition, Tract E. The applicant is requesting a zone change from Heavy Commercial District (HC) to Neighborhood Commercial District (NC).

Current zoning: **Heavy Commercial District (HC)**

Requested zoning: **Neighborhood Commercial District (NC)**

Intent Statements
The intent of the current HC zoning is "…to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise. The district should be located away from residential areas or, if unavoidable, should be heavily buffered."

The intent of the requested 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 property has access to 4th street which is designated as a Minor Arterial by the Master Thoroughfare Plan, 2018. Arterials 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 Residential Low-Density land uses. While this request is not consistent with that designation, it is consistent with the principles of the Comprehensive Plan, given its location along an arterial street and proximity to commercial land uses.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along 4th street and is appropriate adjacent to nearby commercial 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

Jose Villalobos
Planner
Planning Department
806-775-3029
jvillalobos@mylubbock.us

Gregory Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 1893-GG

Allowable Uses: Neighborhood Commercial District (NC)

Transportation: The proposed development has a point of access from 4th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
4th Street, Arterial Street	R.O.W. 110 feet, five- lane, undivided, paved.	R.O.W. 100 feet, five-lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 6

3.11 **Zone Case 1893-GG:** Seventeen Services LLC for Wag 2.0, LLC, request for a zone change from Heavy Commercial District (HC) to Neighborhood Commercial District (NC), at:

- 6028 4th Street, located north of 4th Street and west of Homestead Avenue, Shadow Hills Commercial Addition, Tract E.

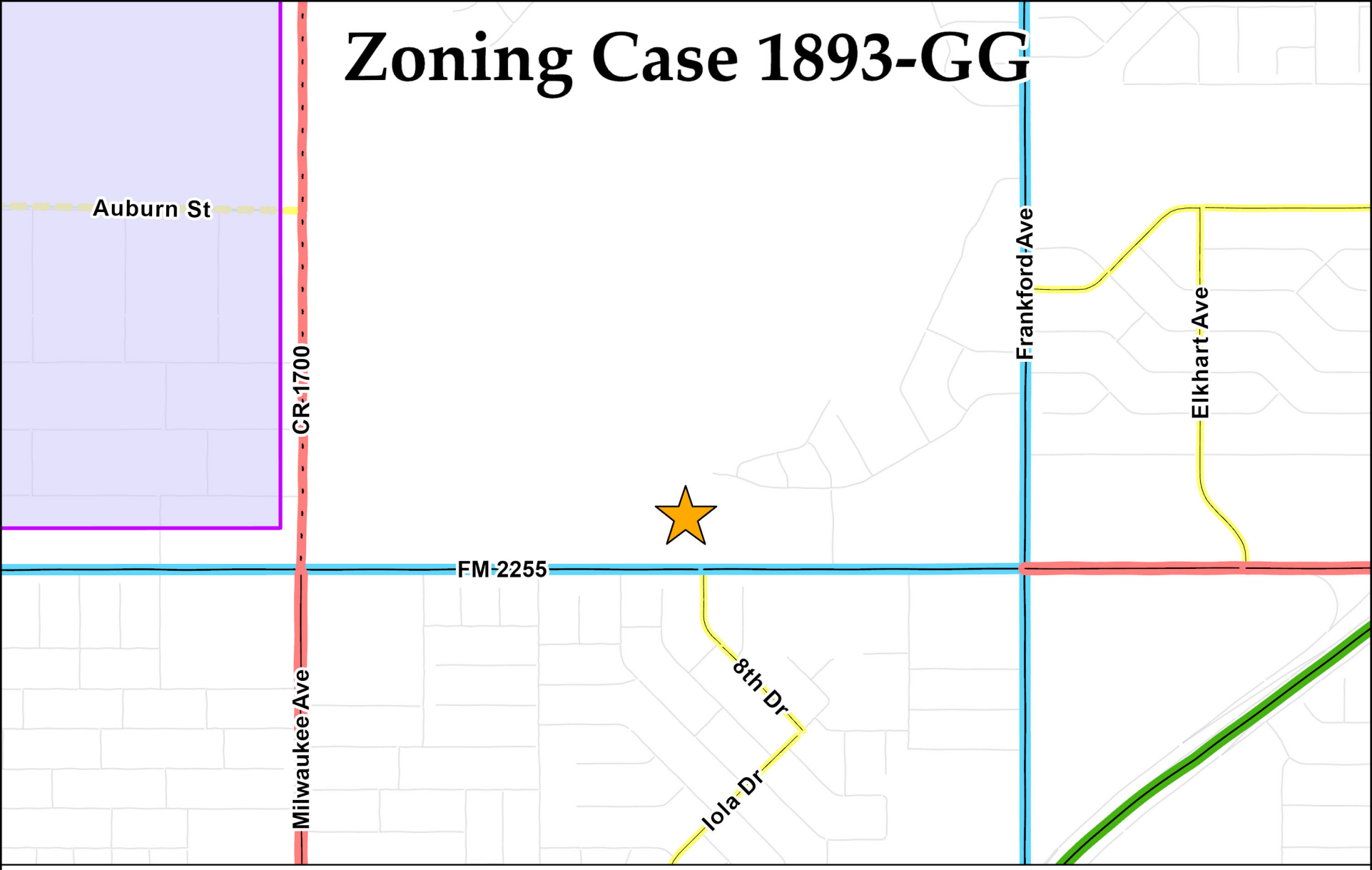
PLANNER JOSE VILLALOBOS gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT JEREMY VARDAMAN, 1500 Broadway, Suite 203, with Seventeen Services, LLC, 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 1893-GG**, a motion was made by **TANNER NOBLE** and seconded by **TERRI MORRIS** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 1893-GG

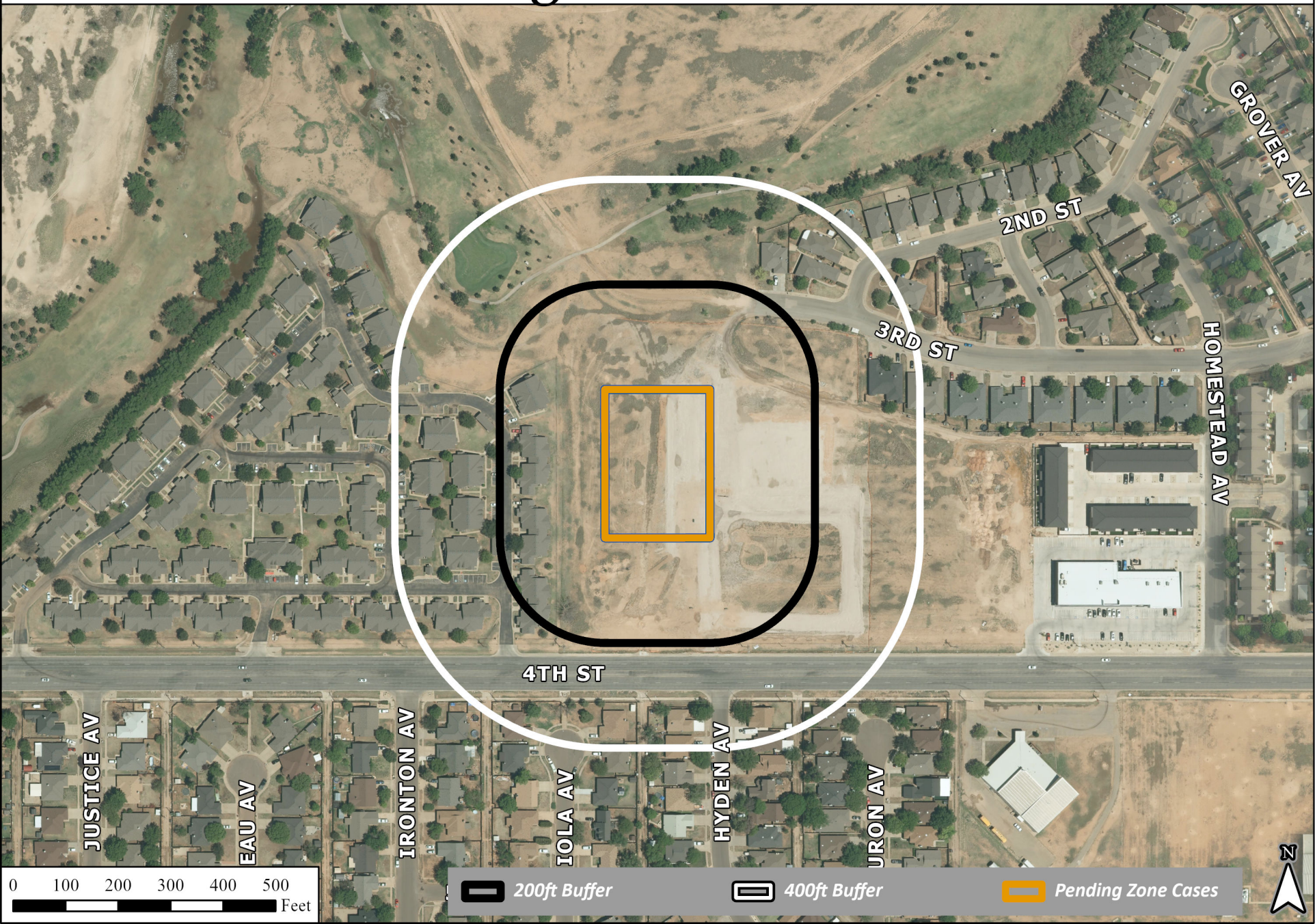


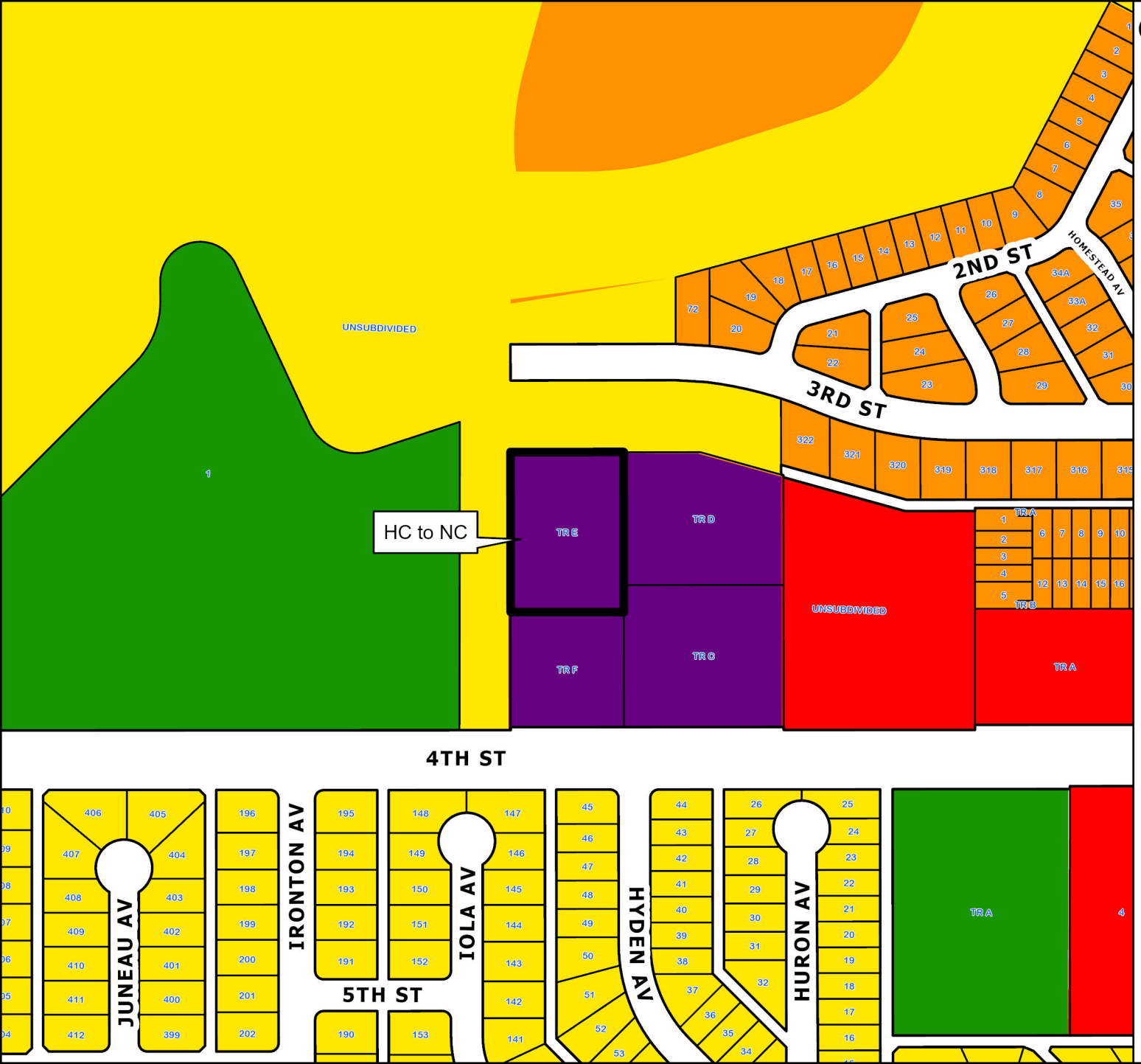
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: May 2025

Zoning Case 1893-GG





Current Zoning
1893-GG

Zoning Districts

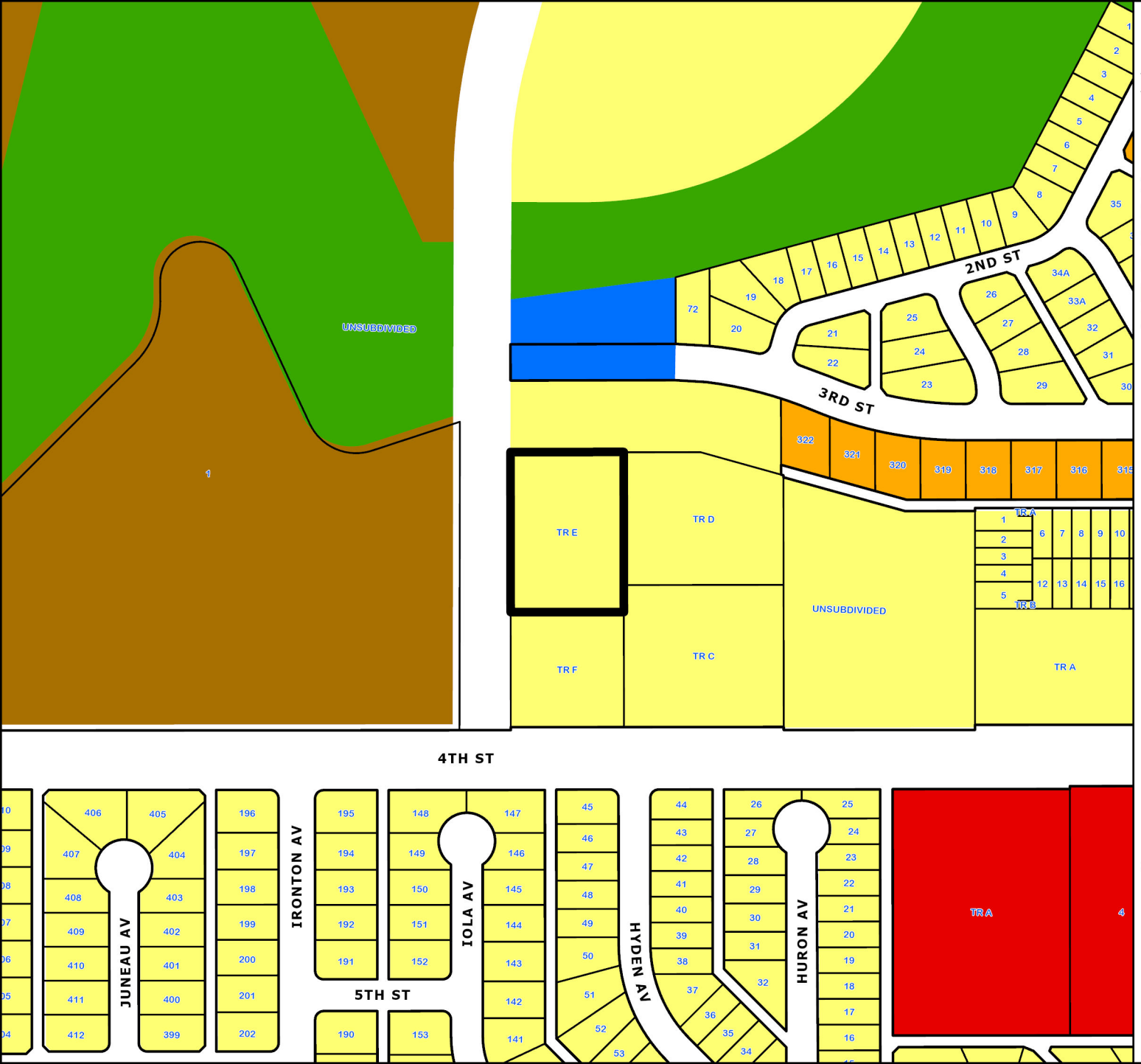
- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- High Density Residential (HDR)
- Medium Density Residential (MDR)
- Low Density Single Family (SF-2)

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: May 2025



Future Land Use Plan
Case 1893-GG

- Commercial
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: May 2025



View north. Subject property



View East



View South



View West

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6028 4th Street (R347112) Shadow Hills Commercial

Lots/Tracts: Tract E

Survey & Abstract: Included

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 1.297612 Acres

Existing Land Use: Vacant Land Subdivided Existing Zoning: Heavy Commercial HC

Requested Zoning: Neighborhood Commercial NC

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services LLC

Name: Jeremy Vardaman

Address: 1500 Broadway Suite 203 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806.787.8533 Email: jeremy@17services.com

Applicant's Signature:

Date: 2025.04.14 Printed Name: Jeremy Vardaman

Owner Information

Firm Name:

Owner: Wag 2.0 LLC

Address: 1500 Broadway Suite 1400 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806.793.0703 Email: mont.mcclendon@mcdougal.com

Property Owner's Signature:

Date: April 14, 2025 Printed Name: Mont McClendon, Authorized Agent

Preparer Information

Preparer's Signature:

Date: 2025.04.14 Printed Name: Jeremy Vardaman

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Plat Notes:
Scale: 1" = 50'

VOL 17 PAGE 92-B

2071.02
2022054036

TRACTS "C" THROUGH "F", SHADOW HILLS COMMERCIAL,

an Addition to the City of Lubbock, Lubbock County, Texas

Heavy lines indicate plat limits.

All streets, alleys, and easements within plat limits are herein dedicated unless noted otherwise.

No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by the Planning and Zoning Commission policy or by the Lubbock Code of Ordinances.

All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of section 36.09.095 of the Lubbock Code of Ordinances.

Any relocation or revision of existing facilities shall be at the subdivider's expense. Compensation shall be made prior to the recording of this final plat.

All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the expense of the entity requesting such installation.

All easements herein granted shall entitle the city or the utility company using such easements to the right to remove, repair or replace any lines, pipes, conduits, or poles within such easements as may be determined by the city or utility company without the city or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such repair, removal, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed.

Any easements or rights-of-way shown as 'to be dedicated by separate instrument' are shown on the plat for information purposes only. This plat does not dedicate said easements.

Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Section 28.08.131, Section 28.14.004, and Section 30.03.073 of the Lubbock Code of Ordinances.

Blanket solid waste collection easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted.

Blanket underground utility, transformer pad, and switching enclosure easement as required for service within the plat limits is herein granted to Lubbock Power and Light Company. No other property, beyond the plat limits, will be entitled to use any portion of the property described herein for connection to or transmission of any utility service under the terms of this blanket easement.

Blanket underground utility easement as required of service within the plat limits is herein granted to SPEC, AT&T, Atmos Energy, NTS, West Texas Gas, and Suddenlink Communications. No other property, beyond the plat limits, will be entitled to use any portion of the property described herein for connection to or transmission of any utility service under the terms of this blanket easement.

The survey information shown hereon was prepared from the result of an on the ground survey of the property shown hereon, and has been completed substantially in compliance with the Professional and Technical Standards promulgated by the Texas Board of Professional Land Surveying Practices Act, Section 663.13.

General Notes:

1) Record documents other than those shown may affect this tract.

2) Only those copies which bear an original ink impression seal and signature will be considered a "valid" copy. Delta Land Surveying LLC will not be responsible for anything other than a valid copy of this survey.

3) Controlling Monuments are those that were held for the purpose of this survey or agree with this survey.

4) Physical monuments of record dignity are those that are expressly called for in the records and can be identified with a reasonable amount of certainty. They are also controlling monuments unless otherwise noted.

5) Monuments indicated as found on this survey are not "physical monuments of record dignity" unless otherwise noted.

6) Found monuments are accepted by this surveyor as controlling evidence due to substantial agreement with record documents unless otherwise noted.

7) Notes and statements shown on this survey in italics were provided and or required by sources other than the signing surveyor. The signing surveyor makes no guarantee to the accuracy, legality, or validity of such statements.

8) The signing surveyor's certification only applies to those things which are part of the normal purview of a Registered Professional Land Surveyor in the State of Texas.

Survey Specific Notes:

1) Bearings are based on the South line of the subject tract being previously recognized as S89°58'21"W.

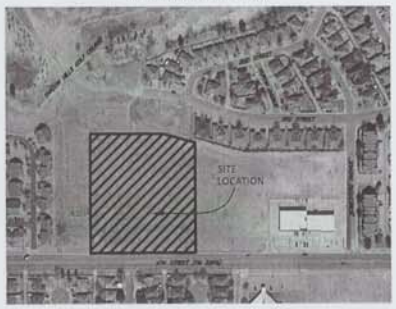
2) Distances are actual surface distances.

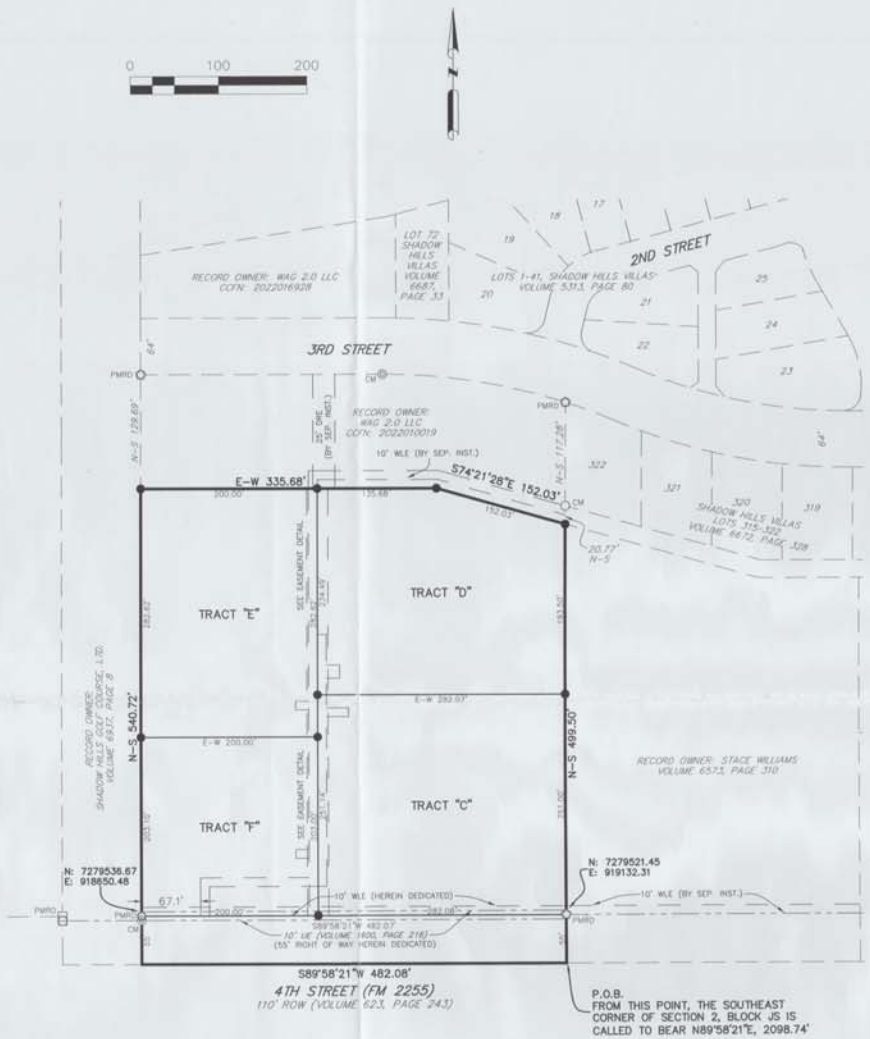
3) Field notes prepared on separate document bearing the same date.

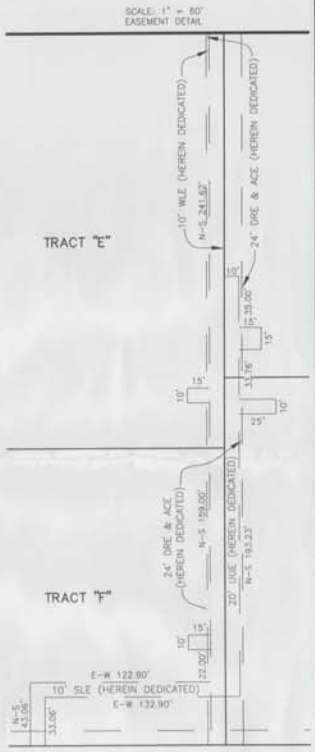
4) Coordinates shown are based on the Texas Coordinate System of 1983, (North Central Zone). Coordinates are actual grid coordinates and are generated by RTK Observation using the Leica Smartnet Network.

5) Tracts "C" through "F" contains 5.914 acres (257,613.9 sq. ft.) within the plat limits.

VICINITY MAP (NOT TO SCALE)







Approved this 7th day of APRIL, 2022, by the City Planning and Zoning Commision of the City of Lubbock, Texas.

Approved _____ Chairman

Attest _____ Secretary

KNOW ALL MEN BY THESE PRESENTS: That I, Adam N. Light, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments and/or other control shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

Adam N. Light
Registered Professional Land Surveyor No. 6684
Survey Date: April 13, 2022
Delta Land Surveying Project No. 22085

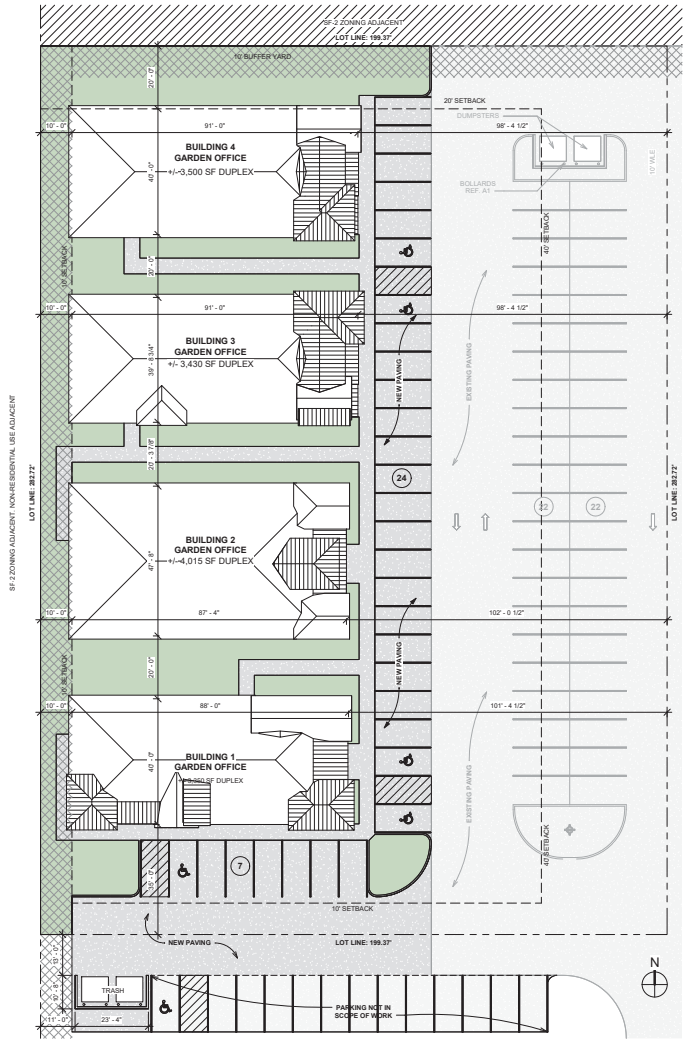
STATE OF TEXAS REGISTERED ADAM N. LIGHT 6684 PROFESSIONAL LAND SURVEYOR

●	SET 1/2" IRON ROD WITH BLUE CAP MARKED DELTA LAND SURVEYING
◎	FD. 1/2" IRON ROD WITH YELLOW CAP MARKED HRA
○	FD. 1/2" IRON ROD WITH ORANGE CAP
⬠	FD. 5/8" IRON ROD
○	FD. 3/8" IRON ROD
□	FD. 1/2" IRON ROD
□	FD. 1/2" SQUARE TUBE
P.O.B.	POINT OF BEGINNING
CCFN	COUNTY CLERK FILE NUMBER
PMRD	PHYSICAL MONUMENT OF RECORD DIGNITY
CM	CONTROLLING MONUMENT
WLE	WATER LINE EASEMENT
SLE	SEWER LINE EASEMENT

DELTA LAND SURVEYING
ENGINEERING

DELTA LAND SURVEYING, LLC
FIRM # 10194496
DELTA ENGINEERING, LLC
FIRM # F-22948
1310 JARVIS STREET
LUBBOCK, TX 79403
806-701-5707
WWW.DELTALBK.COM

DRAFTED BY: JN REV. BY: AL



1 Architectural Site Plan
1/16" = 1'-0"

REVISIONS:

No.	Description	Date

GARDEN OFFICE TEST FIT

6024 4th St. Lubbock, TX 79416
Lubbock, Texas

17services.com

TYLER GENTRY
REGISTERED TEXAS
ARCHITECT #27212

PRELIMINARY DRAFT

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION
2025.04.14

Seventeen Services LLC
Texas Architecture Firm BR 3014

1500 Broadway St. Suite 203
Lubbock, TX 79401
806.787.8533
tyler@17services.com

Project Number	3033
Date	2025.04.14
Drawn By	EM,JV
Sheet Size	E1 30X42

ARCHITECTURAL SITE PLAN

G0.4

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AI# 13587
Regular City Council Meeting 7. 7.
07/22/2025:

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement with Betenbough Homes, LLC and Starlight Development, LLC, for the requested annexation of an area of land generally described as 8.82 acres, adjacent to and west of Frankford Avenue and south of 146th Street, into the City of Lubbock corporate limits, along with the adjacent right-of-way.

Item Summary

Betenbough Homes, LLC and Starlight Development, LLC are the owners of the tract of land containing approximately 8.82 acres adjacent to and west of Frankford Avenue and south of 146th Street, located in Sections 7 and 10, Block AK, in Lubbock County. The owners are requesting consideration of voluntary annexation of the land into the city limits.

The first step in the voluntary annexation process is to establish a service plan to which both the City and the property owners agree. The proposed annexation agreement sets forth the plan for services between the City of Lubbock and Betenbough Homes, LLC and Starlight Development, LLC.

If the agreement is approved by the City Council, staff will schedule a public hearing to consider annexation of the property.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Resolution - 146th & Frankford
Municipal Services Agreement - 146th & Frankford
Petition - 146th & Frankford

Map - 146th & Frankford

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, Betenbough Homes, LLC and Starlight Development, LLC, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Matthew L. Wade, City Attorney

ccdocs II/RES.Agrmt-Betenbough Homes and Starlight Development
July 7, 2025

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF LUBBOCK, TEXAS

AND BETENBOUGH HOMES, INC. AND STARLIGHT DEVELOPMENT, LLC

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, 2025 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, ("City") and Betenbough Homes, LLC and Starlight Development, LLC ("Owners"), collectively referred to as ("Parties").

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, the City is currently classified as a Tier 2 municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owners own certain land situated in Lubbock County, Texas which consists of approximately 8.82 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in "Exhibit A", attached to and incorporated herein ("Property");

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property;

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property, and said petitions for annexation is set forth in "Exhibit B", attached to and incorporated herein ("Petition");

WHEREAS, the City and the Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Lubbock City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owners agree as follows:

1. **PROPERTY**. This Agreement is only applicable to the Property, which is the subject of the annexation.

2. **INTENT**. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES PLAN**

Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies.

i. Fire Services

a. *Existing Services*: None

b. *Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 19, located at 5826 98th Street, Station No. 16, located at 4030 114th Street, and Station #20, Located 3210 142nd Street. Station No. 19 is approximately 3.6 miles from the proposed annexation with an approximate response time of 6 minutes. Station No. 16 is approximately 4.6 miles from the proposed annexation with an approximate response time of 7 minutes. Station 20 is approximately 5.3 miles from the proposed annexation with an approximate response time of 8 to 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 and Advanced 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. 20, Located 3210 142nd Street. Station No. 19 is approximately 3.6 miles from the proposed annexation with an approximate response time of 6 minutes. Station No. 16 is approximately 4.6 miles from the proposed annexation with an approximate response time of 7 minutes. Station 20 is approximately 5.3 miles from the proposed annexation with an approximate response time of 8 to 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 and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a. *Existing Services*: None

b. *Services to be Provided*: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a. Existing Services: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b. Services to be Provided: Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings

throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Code Administration department will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Environmental Health Department Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Environmental Health Departments will implement the enforcement of local, state, and federal rules, regulations, and ordinances on the effective date of the annexation. Such services can be provided with current Environmental Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

x. Animal Services

a. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

b. *Services to be Provided*: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

xi. Street Services

a. *Existing Services:* City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.

b. *Services to be Provided:* Newly annexed areas adjacent to, or bordering, unpaved arterials will require a two-lane section of roadway to be built along with the development with interconnectivity to adjacent paved arterial streets. The pavement structure will require an appropriate pavement design meeting a minimum design standard for an arterial street. These roadways will be required to be built once any connection including streets or alleyways is made to the unpaved arterial road by the voluntary annexation area. The developer will receive offsets from impact fees as the adjacent unpaved arterial roadway is built.

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 the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections). 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 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, or
G. when the City Council can declare a health hazard and install mains at public expense.

xvi. Solid Waste Services

a. *Existing Services*: None

b. *Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. Additional driver and equipment can be projected when 1,000 residential unit structures are occupied, and an increase in staffing and equipment will be needed as development continues within this proposed annexation area and exceeds route collection averages. The landfill will be able to handle this request. The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected. However, the developer may be asked to assist with infrastructure for residential waste collection, i.e. carts or dumpsters.

c. *Service Route:* Until such time as adjacent unpaved roadways are built all City Solid Waste services will be routed through and upon Paved Arterial Roadways only. Solid Waste will not route trucks down unpaved roadways to service alleyways in any case.

B. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.

C. Owner understands and acknowledges that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.

4. **AUTHORITY**. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY**. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.

6. **INTERPRETATION**. The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE**. Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

8. **NO WAIVER**. The failure to either party to insist upon the performance of any term or provision of this Agreement or to exercise any right grated hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **GOVERNMENTAL POWERS**. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. **CH. 43 DISCLOSURE IN COMPLIANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SEC. 43.004**

a. The City discloses that the Landowner is not required to enter into this agreement, however if the Landowner desires to have their property annexed, the Texas Local Government Code Sec. 43.0672 requires a written agreement for the provision of municipal services;

b. The City may, in compliance with and under the authority of the Texas Local Government Code Subchapter C-3, annex the Landowner's property upon the Landowner's request;

c. The procedural mechanisms in order to annex the Landowners property shall be as follows:

    1. The Landowner of the property must petition the City requesting the annexation of Landowner's property;

    2. If the City desires to annex Landowner's property, a written agreement shall be made with each Landowner requesting property to be annexed and said agreement shall include:

        a. All of the services the City will provide to the property once annexed; and

        b. A schedule of any services the City will provide at a later time, if not at the time of annexation.

d. The above procedures shall require the consent and signature of the City and the Landowner; and

e. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

MARK W. MCBRAYER, Mayor

BETENBOUGH HOMES, INC.



Signature

ATTEST:

Chris Berry
Printed Name

Courtney Paz, City Secretary

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 3rd day of July, 2025, to certify which witness my hand and official seal.

ARIANNA LISA RICHETTI
Notary Public, State of Texas
Notary ID# 134771978
My Commission Expires 02-20-2028

[Seal]

[Signature] Arianna Lisa Richetti

[Printed name] Arianna Lisa Richetti

Notary Public in and for
the State of Texas

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

STARLIGHT DEVELOPMENT, LLC

Thomas Payne, Manager

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 3rd day of July, 2025, to certify which witness my hand and official seal.

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Notary Public, State of Texas
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[Seal]

[Signature] Arianna Lisa Richetti

[Printed name] Arianna Lisa Richetti

Notary Public in and for
the State of Texas

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Payne, _____, 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 8th day of April, 20___.

JASON PAUL PRICE
Notary Public, State of Texas
Notary ID# 13252239-5
My Commission Expires 07-16-2028

Jason Paul Price

Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- ☑ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☑ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☑ Map of the subject property.
- ☑ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☑ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☑ One digital copy of all of the above.
- ☐ If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): Starlight Development, LLC

Address: PO Box 64664

Address: Lubbock, Texas 79464

Telephone: (806) 543-0667 Email: tpayn3@gmail.com

Telephone: (____) _____ Email: _____

Acreage of property: 2.34 ac Number of lots and proposed use: _____

Check one:

- ☑ I will represent my application and petition before city staff and the City Council.
- ☐ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

_____

Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.

City of Lubbock TEXAS

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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: Chris Berry

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Chris Berry, _____, 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 8th day of April, 2025.

JASON PAUL PRICE
Notary Public, State of Texas
Notary ID# 13252239-5
My Commission Expires 07-16-2028

Jason Paul Price

Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

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- ☑ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☑ One digital copy of all of the above.
- ☐ If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): Betenbough Homes, LLC

Address: 6305 82nd Street

Address: Lubbock, Texas 79424

Telephone: (806) 789-9558 Email: chrib@betenbough.com

Telephone: (806) 412-6611 Email: ronniew@betenbough.com

Acreage of property: 6 ac Number of lots and proposed use: _____

Check one:

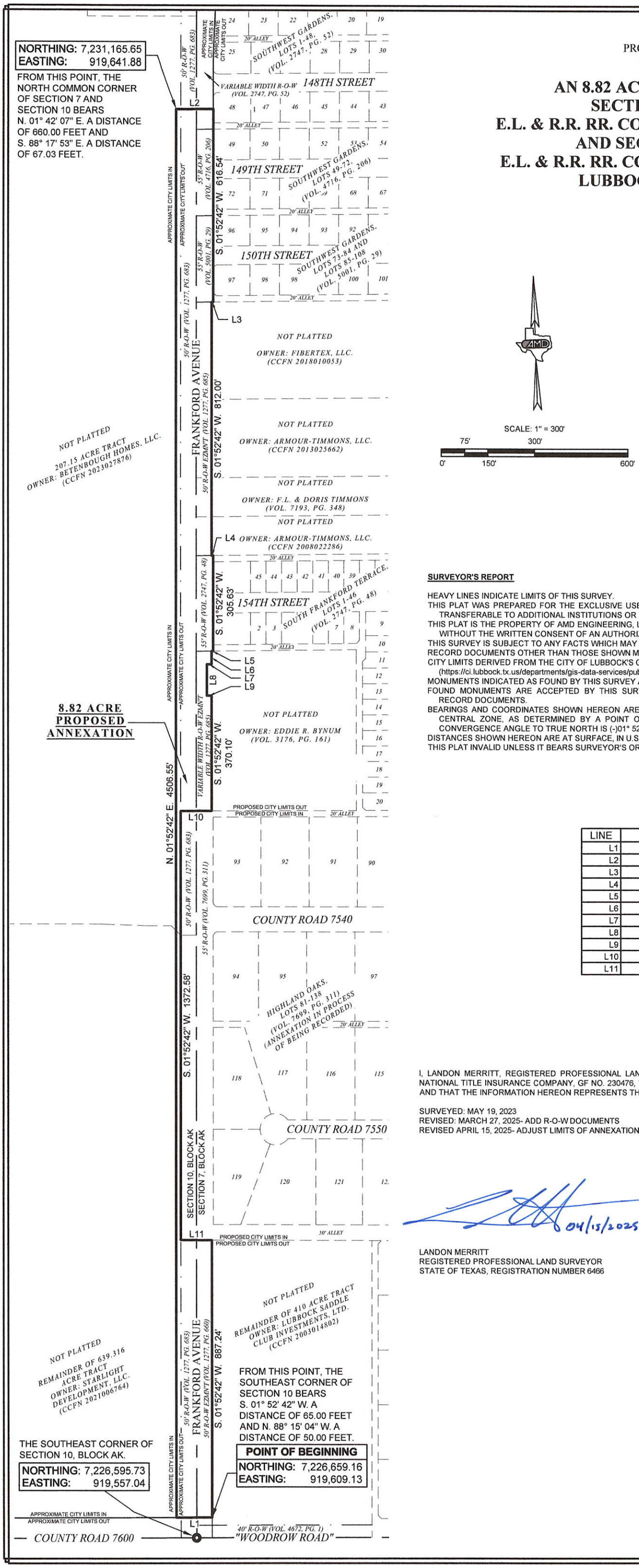
- ☑ I will represent my application and petition before city staff and the City Council.
- ☐ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.

EXHIBIT "A"
PROPOSED ANNEXATION
CITY OF LUBBOCK

AN 8.82 ACRE TRACT OF LAND IN SECTION 10, BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 704, AND SECTION 7, BLOCK AK, E.L. & R.R. RR. CO SURVEY, ABSTRACT NO. 162 LUBBOCK COUNTY, TEXAS



SCALE: 1" = 300'

75' 300'

0' 150' 600'

● = FOUND "MAG" NAIL (PMRD)

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CCFN = COUNTY CLERK'S FILE NUMBER
R-O-W = RIGHT-OF-WAY

SURVEYOR'S REPORT

HEAVY LINES INDICATE LIMITS OF THIS SURVEY.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY AMD ENGINEERING, LLC.
THIS PLAT IS THE PROPERTY OF AMD ENGINEERING, LLC. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF AMD ENGINEERING, LLC.
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 THIS TRACT.
CITY LIMITS DERIVED FROM THE CITY OF LUBBOCK'S GIS SHAPEFILE (https://ci.lubbock.tx.us/departments/gis-data-services/public-data)
MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHING: 7,229,625.98 AND EASTING: 916,345.08. THE CONVERGENCE ANGLE TO TRUE NORTH IS (-)01° 52' 54.64" AND THE COMBINED SCALE FACTOR IS 0.99974422.
DISTANCES SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

LINE	BEARING	DISTANCE
L1	N. 88°15'00" W.	115.00'
L2	S. 88°17'53" E.	120.00'
L3	N. 88°46'41" W.	5.00'
L4	S. 88°46'18" E.	5.00'
L5	N. 88°46'18" W.	5.00'
L6	S. 01°52'42" W.	41.94'
L7	N. 88°07'18" W.	15.00'
L8	S. 01°52'42" W.	100.00'
L9	S. 88°07'18" E.	15.00'
L10	N. 88°20'51" W.	100.00'
L11	S. 88°00'43" E.	100.00'

I, LANDON MERRITT, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO BETENBOUGH HOMES AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, GF NO. 230476, THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: MAY 19, 2023
REVISED: MARCH 27, 2025- ADD R-O-W DOCUMENTS
REVISED APRIL 15, 2025- ADJUST LIMITS OF ANNEXATION



04/15/2025

LANDON MERRITT
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, REGISTRATION NUMBER 6466

SHEET 1 OF 4,
DESCRIPTION ATTACHED AS SHEETS 2 THROUGH 4

CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPELS Reg. # 10178500
Accuracy - Efficiency - Integrity

PREPARED FOR: BETENBOUGH HOMES
B.A.D.
JOB NUMBER: 240536-001

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DESCRIPTION FOR
AN 8.82 ACRE TRACT OF LAND IN SECTION 10, BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 704, AND SECTION 7, BLOCK AK, E.L. & R.R. RR. CO SURVEY, ABSTRACT NO. 162, LUBBOCK COUNTY, TEXAS

(Sheets 2-4 of 4, Exhibit attached as Sheet 1)

An 8.82 acre proposed annexation located in Section 10, Block AK, E.L. & R.R. RR. Co. Survey, Abstract Number 704 and in Section 7, Block AK, E.L. & R.R. RR. Co. Survey, Abstract Number 162, Lubbock County, Texas:

BEGINNING at a point in the east right-of-way line of Frankford Avenue as described in a Right-of-Way Easement recorded in Volume 1277, Page 660 of the Deed Records of Lubbock County, Texas, for the southeast corner of this annexation, and having coordinates of Northing: 7,226,659.16 and Easting: 919,609.13 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a "mag" nail found for the south common corner of said Section 10 and Section 7 bears S. 01° 52' 42" W. a distance of 65.00 feet and N. 88° 15' 04" W. a distance of 50.00 feet and having coordinates of Northing: 7,226,595.73 and Easting: 919,557.04 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 15' 00" W., at a distance of 50.00 feet pass the common line of said Section 10 and Section 7, same being the common line of that certain 639.316 acre tract of land conveyed to Starlight Development, LLC. in an Assumption Special Warranty Deed recorded in County Clerk's File Number (CCFN) 2021006764 of the Official Public Records of Lubbock County, Texas (OPRLCT), and that certain tract of land conveyed to Lubbock Saddle Club Investments, LTD. in a Special Warranty Deed recorded in CCFN 2003014802 of the OPRLCT, continuing for a total distance of 115.00 feet to a point in said present city limit line for the southwest corner of this annexation;

THENCE N. 01° 52' 42" E., along said present city limit line, at a distance of 1878.41 feet pass the south line of that certain 207.15 acre tract of land conveyed to Betenbough Homes, LLC. in a Special Warranty Deed recorded in CCFN 2023027876 of the OPRLCT, continuing for a total distance of 4506.55 feet to a point for the northwest corner of this annexation and having coordinates of Northing: 7,231,165.65 and Easting: 919,641.88 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a nail with washer stamped "HUGO REED & ASSOC." found for the north common corner of said Section 10 and Section 7 bears N. 01° 42' 07" E. a distance of 660.00 feet and S. 88° 17' 53" E. a distance of 67.03 feet and having coordinates of Northing: 7,231,823.20 and Easting: 919,728.46 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 88° 17' 53" E., at a distance of 65.00 feet pass the common line of said Section 10 and Section 7, same being the east line of said 207.15 acre tract, continuing for a total distance of 120.00 feet to a point of intersection in the east right-of-way line of Frankford Avenue as dedicated with the plat of Southwest Gardens, Lots 1-48, a Subdivision in Lubbock County, Texas, according to by the map, plat and/or dedication deed thereof recorded in Volume 2747, Page 52 of the Real Property Records of Lubbock County, Texas, for the northeast corner of this annexation;

THENCE S. 01° 52' 42" W., along the east right-of-way line of said Frankford Avenue, at a distance of 64.54 feet pass the south plat limits of said Southwest Gardens, Lots 1-48, same being the north plat limits of Southwest Gardens, Lots 49-72, a Subdivision in Lubbock County, Texas, according to by the map, plat and/or dedication deed thereof recorded in Volume 4716, Page 206 of the Real Property Records of Lubbock County, Texas, at a distance of 340.54 feet pass the south plat limits of said Southwest Gardens, Lots 49-72, same being the north plat limits of Southwest Gardens, Lots 73-84 and Lots 85-108, a Subdivision in Lubbock County, Texas, according to by the map, plat and/or dedication deed thereof recorded in Volume 5001, Page 29, continuing for a total distance of 616.54 feet to a point of intersection in the south plat limits of said Southwest Gardens, Lots 73-84 and Lots 85-108, same being the north line of that certain tract of land conveyed to Fibertex, LLC. in a Warranty Deed with Vendor's Lien recorded in CCFN 2018010053 of the OPRLCT and a corner of this annexation;

THENCE N. 88° 46' 41" W., along the common line of said Fibertex, LLC. tract and Southwest Gardens, Lots 73-84 and Lots 85-108, a distance of 5.00 feet to a point in the east right-of-way line of Frankford Avenue as described in a Right-of-Way Easement recorded in Volume 1277, Page 685 of the Deed Records of Lubbock County, Texas, for an ell corner of this annexation;

THENCE S. 01° 52' 42" W., along the east right-of-way line of said Frankford Avenue, at a distance of 312.00 feet pass the south line of said Fibertex, LLC. tract, same being the north line of that tract of land conveyed to Armour-Timmons, LLC. in a Warranty Deed recorded in CCFN 2013025662 of the OPRLCT, at a distance of 562.00 feet pass the south line of said Armour Timmons, LLC. tract, same being the north line of that tract of land conveyed to F.L. Timmons and Doris Timmons in a Warranty Deed recorded in Volume 7193, Page 348 of the Real Property Records of Lubbock County, Texas, at a distance of 687.00 feet pass the south line of said Doris J. Timmons tract, same being the north line of that tract of land conveyed to Armour-Timmons, LLC. in a Warranty Deed with Vendor's Lien recorded in CCFN 2008022286 of the OPRLCT, continuing for a total distance of 812.00 feet to a point in the north plat limits of South Frankford Terrace, Lots 1-46, a Subdivision in Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 2747, Page 48 of the Real Property Records of Lubbock County, Texas, for an ell corner of this annexation;

THENCE S. 88° 46' 18" E., along the north plat limits of said South Frankford Terrace, a distance of 5.00 feet to a point in the east right-of-way line of Frankford Avenue as dedicated with the plat of said South Frankford Terrace for a corner of this annexation;

THENCE S. 01° 52' 42" W., along the east right-of-way line of said Frankford Avenue, a distance of 305.63 feet to a point in the south plat limits of said South Frankford Terrace, same being the north line of that certain tract of land conveyed to Eddie R. Bynum in a Warranty Deed with Vendor's Lien recorded in Volume 3176, Page 161 of the Real Property Records of Lubbock County, Texas, for a corner of this annexation;

THENCE N. 88° 46' 18" W., along the common line of said Bynum tract and South Frankford Terrace, a distance of 5.00 feet to a point in the east right-of-way line of Frankford Avenue as described in said Right-of-Way Easement, for an ell corner of this annexation;

THENCE S. 01° 52' 42" W., along the east right-of-way line of said Frankford Avenue, a distance of 41.94 feet to a point for a corner of this annexation;

THENCE N. 88° 07' 18" W., along the east right of way line of said Frankford Avenue, a distance of 15.00 feet to a point for an ell corner of this annexation;

THENCE S. 01° 52' 42" W., along the east right-of-way line of said Frankford Avenue, a distance of 100.00 feet to a point for an ell corner of this annexation;

THENCE S. 88° 07' 18" E., along the east right of way line of said Frankford Avenue, a distance of 15.00 feet to a point for a corner of this annexation;

THENCE S. 01° 52' 42" W., along the east right-of-way line of said Frankford Avenue, a distance of 370.10 feet to a point in the south line of said Bynum tract, same being the north plat limits of Highland Oaks, Lots 81-138, a Subdivision in Lubbock County, Texas according to the map, plat and/or dedication deed thereof recorded in Volume 7699, Page 311 of the OPRLCT, for a corner of this annexation;

THENCE N. 88° 20' 51" W., along the common line of said Bynum tract and said Highland Oaks, at a distance of 50.00 feet pass the common line of said Section 7 and said Section 10, same being the east line of said 207.15 acre tract, continuing for a total distance of 100.00 feet to a point in the west right-of-way line of Frankford Avenue as described in a Right-of-Way Easement recorded in Volume 1277, Page 683 of the Deed Records of Lubbock County, Texas, for an ell corner of this annexation;

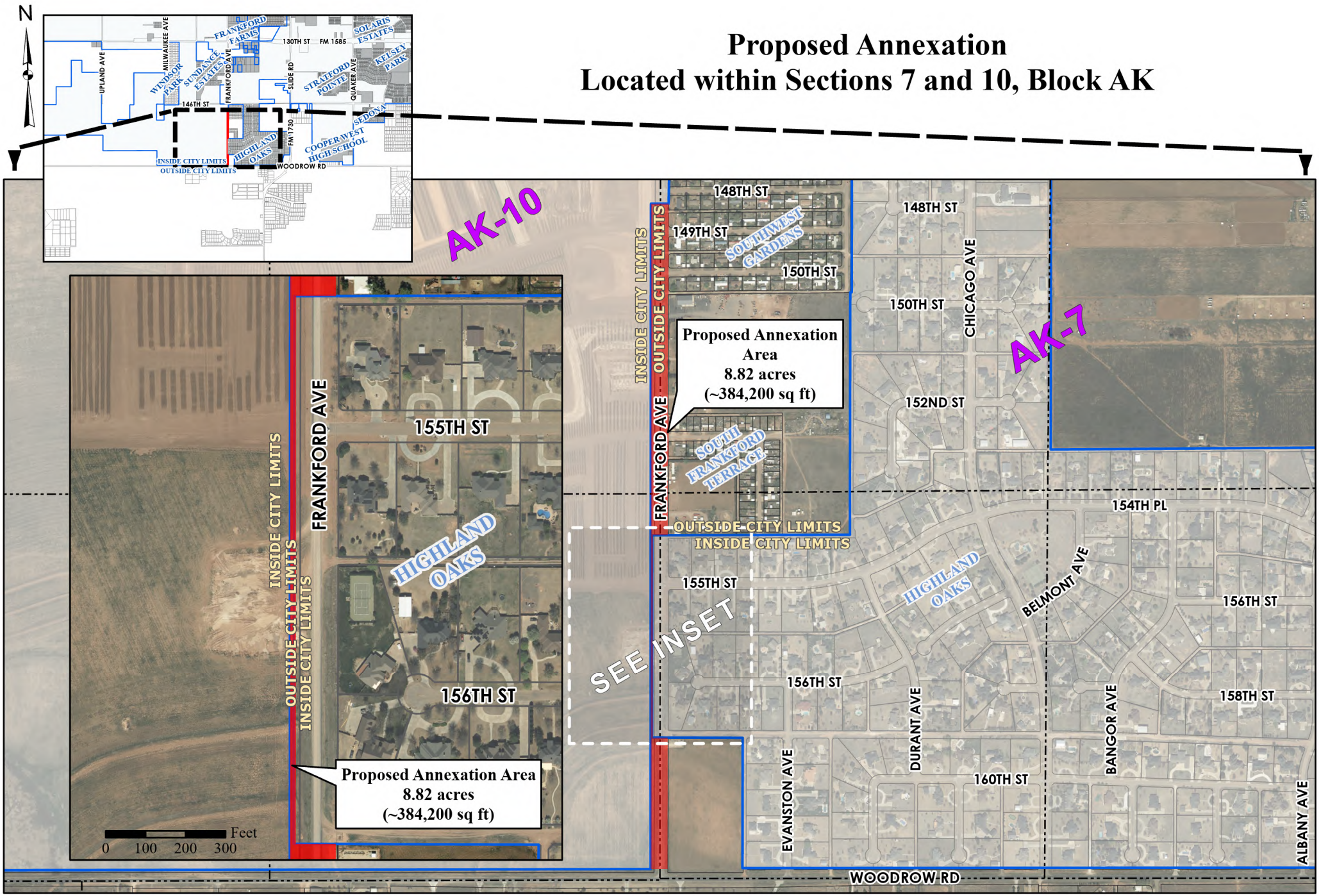
THENCE S. 01°52'42" W. along the west right-of-way line of said Frankford Avenue, a distance of 1372.58 feet to a point for an ell corner of this annexation;

THENCE S. 88° 00' 43" E. at a distance of 50.00 feet pass the common line of said Section 7 and said Section 10, same being the common line of said 639.316 acre tract and said Lubbock Saddle Club Investments, LTD. tract and the southwest corner of the plat limits of said Highland Oaks, continuing for a total distance of 100.00 feet to a point in the east right-of-way line of said Frankford Avenue granted in a Right-of-Way Easement recorded in Volume 1277, Page 660, for a corner of this annexation;

THENCE S. 01° 52' 42" W. a distance of 887.24 feet to the **POINT OF BEGINNING**.

Bearings and coordinates shown hereon are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, as determined by a point of origin located at Northing: 7,229,625.98 and Easting: 916,345.08. The convergence angle to True North is (-) 01° 52' 54.64" and the combined scale factor is 0.99974422.

Proposed Annexation
Located within Sections 7 and 10, Block AK



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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

AI# 13583
Regular City Council Meeting 7. 8.
07/22/2025:

Information

Agenda Item

Public Hearing - Engineering: Conduct a public hearing to consider proposed amendments to Chapter 41, Impact Fees, of the City of Lubbock Code of Ordinances.

Item Summary

On October 27, 2020, the City Council approved Ordinance No. 2020-O0136, amending Title II Buildings; Development; Property Maintenance, of the City of Lubbock Code of Ordinances, by adding Chapter 41, Impact Fees. The Ordinance states that any updates to the collection rate or Impact Fee Ordinance, shall follow the public hearing process as outlined in Texas Local Government Code Chapter 395. During the Capital Improvements Advisory Committee (CIAC) meeting on May 12, 2025, the CIAC recommended updating the Impact Fee Ordinance to reflect the 2025 Roadway Impact Fee Restudy. The proposed ordinance reflects the recommendation from the CIAC.

On July 8, 2025, the City Council received the 2025 Impact Fee Restudy from the CIAC and held a Public Hearing regarding the land use assumptions and capital improvement plans associated with the 2025 Impact Fee Restudy.

The maximum amount of each proposed roadway impact fee per service unit will be as follows:

Service Area A: $1,714 / vehicle-mile
Service Area B: $921 / vehicle-mile
Service Area C: $1,745 / vehicle-mile
Service Area D: $1,283 / vehicle-mile
Service Area E: $1,728 / vehicle-mile
Service Area F: $2,233 / vehicle-mile
Service Area G: $701 / vehicle-mile
Service Area H: $0 / vehicle-mile

The recommended amount of the proposed roadway impact fee per service unit by the Capital Improvement Advisory Committee is as follows:

Service Area A, B, C, D, E, F: 50% of maximum
Service Area G: $0 / vehicle-mile
Service Area H: $0 / vehicle-mile

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer
Capital Improvements Advisory Committee (CIAC)

Attachments

Notice of Public Hearing

Ordinance Amending Chapter 41, Impact Fees

NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES

The City Council of the City of Lubbock will hold a public hearing to consider the amendment of the land use assumptions and capital improvements plan and the imposition of an impact fee.

THE LAND USE ASSUMPTIONS AND
CAPITAL IMPROVEMENTS PLAN PUBLIC HEARING WILL BE HELD:

Date: July 8, 2025
Time: Immediately following Executive Session
Place: City Council Chambers in Citizens Tower
1314 Avenue K
Lubbock, Texas 79401

The City Council of the City of Lubbock will hold a public hearing to consider the land use assumptions, the capital improvements plan, and the imposition of an impact fee.

The maximum amount of each proposed roadway impact fee per service unit will be as follows:

Service Area A: $1,714 / vehicle-mile
Service Area B: $921 / vehicle-mile
Service Area C: $1,745 / vehicle-mile
Service Area D: $1,283 / vehicle-mile
Service Area E: $1,728 / vehicle-mile
Service Area F: $2,233 / vehicle-mile
Service Area G: $701 / vehicle-mile
Service Area H: $0 / vehicle-mile

The recommended amount of the proposed roadway impact fee per service unit by the Capital Improvement Advisory Committee is as follows:

Service Area A, B, C, D, E, F: 50% of maximum.

Service Area G: $0 / vehicle-mile
Service Area H: $0 / vehicle-mile

THE ADOPTION OF ROADWAY IMPACT FEES
PUBLIC HEARING WILL BE HELD:

Date: July 22, 2025
Time: Immediately following Executive Session
Place: City Council Chambers in Citizens Tower
1314 Avenue K
Lubbock, Texas 79401

Any member of the public has the right to appear at the hearings and present evidence for or against the update.

For questions contact John Turpin at (806) 775-2342 or jturpin@mylubbock.us

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 41, IMPACT FEES; AMENDING ARTICLE 41.01 REMOVING INAPPLICABLE PROVISIONS; AMENDING ARTICLE 41.02 ADOPTING AN UPDATED IMPACT FEE STUDY; AMENDING SECTION 41.02.003 REGARDING MAXIMUM ROADWAY IMPACT FEES AND COLLECTION RATES; AMENDING ARTICLE 41.03 REMOVINING INAPPLICABLE PROVISIONS; AMENDING 41.05 CLARIFYING CERTAIN IMPACT FEE COLLECTION PROVISIONS; AMENDING ARTICLE 41.06 REGARDING APPEALS OF IMPACT FEE ASSESSMENT; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, Chapter 395, Texas Local Government Code (the LGC) provides the requirements and procedures for the adoption of land use assumptions, a capital improvements plan, and Impact Fees; and

WHEREAS, the City Council of the City of Lubbock (the "City Council") approved future land use assumptions and a capital improvements plan, and on October 27, 2020 City Council adopted an ordinance, No. 2020-O0136, establishing impact fees in the City of Lubbock to assist in the financing of capital improvements required by new development; and

WHEREAS, the LGC Section 395.052 requires a municipality to consider an update to the adopted land use assumptions and capital improvements plan at least every five (5) years ("Impact Fee Restudy"); and

WHEREAS, on November 12, 2024 the City Council passed Resolution No. 2024-R0554 hiring Kimley-Horn and Associates, Inc. ("KHA") to perform the Impact Fee Restudy; and

WHEREAS, as required by Chapter 395 of the LGC, the Capital Improvements Advisory Committee ("CIAC") began meeting on February 12, 2025 to work with City staff and KHA to start the process of the Impact Fee Restudy; and

WHEREAS, the CIAC held a meeting on May 12, 2025 and adopted recommendations to present to the City Council regarding the Impact Fee Restudy and proposed changes to the Impact Fee Ordinance,

WHEREAS, on July 8, 2025 the CIAC recommendations regarding the Impact Fee Restudy and amendments to the Impact Fee Ordinance were presented to the City Council at a regularly scheduled meeting; and

WHEREAS, the City Council finds it to be in the best interest of the citizens of the City of Lubbock to adopt and approve the amendments to the Impact Fees Ordinance herein; **NOW, THEREFORE,**

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

SECTION 1. THAT Section 41.01.002 of the Code of Ordinances, City of Lubbock, Texas is hereby amended by removing the definition of "effective date".

SECTION 2. THAT Section 41.02.001 of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Study adopted.
The updated impact fee study dated May 2025 (which includes an updated roadway service area map) is hereby approved, adopted, and incorporated herein for all purposes consistent with this chapter.

SECTION 3. THAT Section 41.02.003 (c) of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

(c) A roadway impact fee shall be assessed and charged against new development in the service areas as set forth below. The number of service units applicable are identified in the LUVMET table contained within the adopted study.

Roadway Service Area	Max Roadway Impact Fee Per Service Unit before 03/01/2026	Collection Rate Effective before 03/01/2026	Max Roadway Impact Fee Per Service Unit Effective 03/01/2026	Collection Rate on and after 03/01/2026 (Updated Study)
A	$855.00	$427.50	$1,714.00	$857.00
B	$655.00	$327.50	$921.00	$460.50
C	$825.00	$412.50	$1,745.00	$872.50
D	$623.00	$311.50	$1,283.00	$641.50
E	$1,011.00	$505.50	$1,728.00	$864.00
F	$1,188.00	$594.00	$2,233.00	$1,116.50
G	$22.00	$0.00	$701.00	$0.00
H	$77.00	$0.00	$0.00	$0.00

*** Impact fee reductions for collection rates.
Roadway impact fees: Service areas G and H shall receive a one hundred percent (100%) discount from the maximum impact fee rate shown above in subsection (c) for all land uses.

Roadway impact fees: All other service areas shall receive a fifty percent (50%) discount from the maximum impact fee rate shown above in subsection (c) for all land uses.

SECTION 4. THAT Section 41.03.001 of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Impact fees required.
No building permit shall be issued without payment to the City for applicable impact fees pursuant to this chapter, unless otherwise provided in this chapter.

SECTION 5. THAT Section 41.03.003(b) of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

(b) A new development which has received final plat approval shall be assessed impact fees in accordance with the table in Sec. 41.02.003(c), which shall be based on the rate in effect at time of final plat approval.

SECTION 6. THAT Section 41.05.001 of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

(a) Impact fees shall be collected and paid at the time of issuance of a building permit or, application for a water meter, for a new development.

(b) The city shall compute the roadway impact fees to be paid and collected for the new development in the following manner:

(1) Determine the number of development units for each land use category in the new development using the land use equivalency table (LUVMET) then in effect.

(2) Multiply the number of development units for each land use category in the new development by the vehicle miles (per development unit) for each such land use category also found in land use equivalency table (LUVMET) then in effect to determine the number of service units attributable to the new development.

(3) The amount of roadway impact fees to be collected shall be determined by multiplying the number of service units for the new development by the roadway impact fee per service unit for the applicable service area and applicable land use and shall be collected with the issuance of a building permit.

(4) The amount of the roadway impact fees to be collected shall be calculated as described in section **41.02.003(c)** of this chapter.

(5) If an agreement as described in section **41.04.001** of this chapter providing for offsets is entered, the amount of the offsets based on actual costs shall be deducted from the roadway impact fees as calculated above.

(c) Where an application for a building permit is for a "shell" or speculative building, the amount of the roadway impact fee shall be calculated assuming that the entire building will be used as either "general office," "light industrial," or "shopping center" as shown in the land use equivalency table (LUVMET). Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the ultimate use, an additional roadway impact fee shall be assessed and collected if the ultimate use is different from "general office," "light industrial," or "shopping center."

(d) An applicant may submit an alternative service unit computation based upon a trip generation study as defined by the Institute of Transportation Engineers for the proposed land use not included in the land use equivalency table (LUVMET). The trip generation study shall be performed by a registered professional engineer in the state of Texas and shall provide supporting data from at least three similar sites.

(e) The city may enter into a payment agreement for impact fees based on administrative guidelines. All Impact fees shall be paid prior to the issuance of a building permit.

(f) The city shall compute the water and wastewater impact fees by water meter size. The amount of water and wastewater impact fees shall be collected as set forth in section **41.02.003(a)** and **(b)** of this chapter.

SECTION 7. THAT Section 41.06.004(c)(1) of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

(c) Appeals. The owner for new development may appeal the applicability or amount of the impact fee or the availability of offsets or refunds to the city manager or his/her designee using the following:

(1) Burden of proof. The burden of proof shall be on the owner to demonstrate that the owner is entitled to relief in accordance with Sec. 41.05.001(d).

SECTION 8. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed applicable fines in accordance with Section 1.01.004 of the City Code of Ordinances.

SECTION 9. 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 10. 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 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

AmendOrd.ImpactFees_2025
July 22, 2025

AI# 13626
Regular City Council Meeting 7. 9.
07/22/2025:

Information

Agenda Item

Public Hearing - Finance: Conduct a public hearing in accordance with Section 394.9025 of the Texas Local Government Code, regarding a proposal by the Lubbock Housing Finance Corporation to issue one or more series of tax-exempt multifamily housing revenue bonds in an amount of not more than $25,000,000, for the benefit of EC Hillcrest Manor, LLC, in connection with the acquisition, rehabilitation, and equipping of approximately 220 multifamily rental housing units located at 1102 North Memphis Avenue, Lubbock, Texas, 79415, known as Hillcrest Manor Apartments.

Item Summary

The City Council of the City of Lubbock will hold a public hearing to consider the issuance of tax-exempt bonds.

In accordance with Section 394.9025 of the Texas Local Government Code, the Lubbock Housing Finance Corporation is proposing the issuance of one or more series of tax-exempt multifamily housing revenue bonds, in an amount of not more than $25,000,000, for the benefit of EC Hillcrest Manor, LLC. This is in connection with the acquisition, rehabilitation and equipping of approximately 220 multifamily rental housing units located at 1102 North Memphis Avenue, Lubbock, Texas, 79415, known as Hillcrest Manor Apartments.

Fiscal Impact

There will be no fiscal impact to the City of Lubbock. These bonds will stand alone and have no recourse to the City.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Public Hearing

NOTICE OF PUBLIC HEARING FOR ISSUANCE OF TAX EXEMPT BONDS BY THE LUBBOCK HOUSING FINANCE CORPORATION.

The City Council of the City of Lubbock will hold a public hearing to consider the issuance of tax exempt bonds. In accordance with Section 394.9025 of the Texas Local Government Code, regarding a proposal by the Lubbock Housing Finance Corporation to issue one or more series of tax exempt multifamily housing revenue bonds in an amount of not more than $25,000,000 for the benefit of EC Hillcrest Manor, LLC, in connection with the acquisition, rehabilitation and equipping of approximately 220 multifamily rental housing units located at 1102 North Memphis Avenue, Lubbock, Texas 79415 known as Hillcrest Manor Apartments.

THE PUBLIC HEARING FOR THE BOND ISSUANCE WILL BE HELD:

Date: July 22, 2025

Time: During the Regularly Scheduled City Council Meeting on July 22, 2025

Place: City Council Chambers in Citizens Tower
1314 Avenue K
Lubbock, Texas 79401

AI# 13625

Regular City Council Meeting **7. 10.**

07/22/2025:

Information

Agenda Item

Resolution - Finance: Consider a resolution approving the request by the Lubbock Housing Finance Corporation to issue one or more series of tax-exempt multifamily housing revenue bonds, in an amount of not more than $25,000,000, for the benefit of EC Hillcrest Manor, LLC, in connection with the acquisition, rehabilitation, and equipping of approximately 220 multifamily rental housing units located at 1102 North Memphis Avenue, Lubbock, Texas 79415 known as Hillcrest Manor Apartments.

Item Summary

In accordance with Section 147(f) of the Internal Revenue Code of 1986 (Code), as amended, the City Council is required to authorize the issuance of tax-exempt bonds by the Lubbock Housing Finance Corporation (LHFC). Approval by the City Council, given in accordance with Section 147(f) of the Code, is not to be construed as a financial undertaking of the City of Lubbock. The associated bonds sold by LHFC shall not constitute a liability, indebtedness, or an obligation of the City. The City of Lubbock maintains no pledge for the payment of the bonds.

LHFC has proposed to issue one or more series of tax-exempt multifamily housing revenue bonds in an aggregate amount of not more than $25,000,000. Lubbock Housing Finance Corporation Multifamily Housing Revenue Bonds will be issued in a principal amount not to exceed $25,000,000, for the benefit of EC Hillcrest Manor, LLC, or an affiliate thereof, in connection with the acquisition, rehabilitation, and equipping of approximately 220 multifamily rental housing units located at 1102 North Memphis Avenue, Lubbock, Texas, 79415, known as Hillcrest Manor Apartments, all of such units located in the City of Lubbock.

Fiscal Impact

There will be no fiscal impact to the City of Lubbock. These bonds will stand alone and have no recourse to the City.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Resolution
General and No Litigation Certificate
Tefra Approval Certificate
Certificate of Hearing Officer

RESOLUTION

WHEREAS, the Lubbock Housing Finance Corporation (the "Corporation") is a public, nonprofit corporation established for the purpose of providing affordable housing within the City of Lubbock, Texas; and

WHEREAS, the Corporation has proposed to issue one or more series of tax exempt multifamily housing revenue bonds in an aggregate face amount of not more than $25,000,000 (the "Bonds"); and

WHEREAS, the Bonds will be issued for the benefit of EC Hillcrest Manor, LLC or an affiliate thereof (the "Borrower"), in connection with the acquisition, rehabilitation and equipping of approximately 220 multifamily rental housing units located at 1102 North Memphis Avenue, Lubbock, Texas 79415 known as Hillcrest Manor Apartments, all of such units located in the City of Lubbock, Texas (the "Project"); and

WHEREAS, pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Issuer has caused to be published a notice of a public hearing with respect to the issuance of the Bonds and the financing of the Project, and held such a hearing after a reasonable notice on July 9, 2025 (the "TEFRA Hearing"); and

WHEREAS, on July 22, 2025, the City Council of the City of Lubbock, Texas held a public hearing in connection with the issuance of the Bonds in accordance with the provisions of Section 394.9025 of the Texas Local Government Code, as amended; and

WHEREAS, pursuant to the provisions of Section 147(f) of the Code and State law, the Mayor of the City is the designated "applicable elected representative" authorized to approve, after the TEFRA Hearing, the issuance of the Bonds by the Issuer to enable the Bonds to qualify as tax-exempt obligations under the Code; NOW THEREFORE,

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

Section 1. The City Council, solely for the purposes of Section 147(f) of the Code, hereby approves the issuance of the Bonds by the Issuer to finance or refinance the Project for the benefit of the Borrower.

Section 2. The foregoing approval is given in accordance with the provisions of Section 147(f) of the Code and for no other purposes and is not to be construed as a financial undertaking by the City. The Bonds shall not constitute a liability, indebtedness, or an obligation of the City, nor shall any of the assets of the City be pledged to the payment of the Bonds.

Section 3. Following the TEFRA Hearing, the Mayor of the City of Lubbock, Texas is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Texas a Certificate of Approval for Issuance of Tax- Exempt Multifamily Housing Revenue Bonds, and all related documents. A substantially final form of said Certificate of Approval 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 the ____ day of _____, 2025.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

_____
Matthew L. Wade, City Attorney

ccdocs II/RES.Hillcrest Manor 4929-9930-0177
July 22, 2025

General and No Litigation Certificate of the City of Lubbock

We hereby certify that we are duly elected or appointed and acting officers of the City of Lubbock, Texas (the *"City"*). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of The Lubbock Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its tax-exempt obligations for the Hillcrest Manor Apartments project, to be issued in one or more series in an aggregate principal amount not to exceed $25,000,000 (the *"Bonds"*).

2. The City Council (the *"Governing Body"*) of the City authorized the membership of the City in the Corporation, a housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the *"Act"*), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The City has appointed Nicholas Bergfeld, Thomas Couture, Tyler Craft, W. Paul Dannevik, Vickie Noyola-Al Souki, Kyndra Watson and Carl Russell to act as members of the board of directors of the Corporation. Each individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the City hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the City and the Governing Body and the City shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

CITY OF LUBBOCK, TEXAS

By_____
Mayor Mark W. McBrayer

ATTEST

By_____
[Deputy] City Secretary

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

CERTIFICATE OF APPROVAL
FOR ISSUANCE OF TAX-EXEMPT OBLIGATIONS

I, the chief elected executive officer of the City of Lubbock, Texas, elected atlarge by the voters of the City of Lubbock, Texas, make this certificate solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of one or more series of taxexempt obligations by The Lubbock Housing Finance Corporation (the *"Corporation"*) in an aggregate face amount of not more than $25,000,000 (the *"Bonds"*). The Bonds will be issued for the benefit of EC Hillcrest Manor, LLC, or an affiliate thereof (the *"Borrower"*), in connection with the acquisition, rehabilitation and equipping of a multifamily housing development known as Hillcrest Manor Apartments located at 1102 North Memphis Avenue, City of Lubbock, Texas 79415 and consisting of approximately 220 units (the *"Development"*). It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development is located and lease such land to the Borrower. Further, it is anticipated that the managing member of the Borrower will be wholly-owned by West Texas Housing Foundation, an affiliate of the Corporation.

A public hearing was held on behalf of the City of Lubbock, Texas, by Shari Flynn, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the "applicable elected representative" of the City of Lubbock, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by the City of Lubbock, Texas, the Mayor of the City of Lubbock, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of the Corporation or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in the City of Lubbock, Texas, on the date set forth below.

_____
Mark W. McBrayer, Mayor
City of Lubbock, Texas

Dated: _____, 2025

CERTIFICATE OF HEARING OFFICER

I, the undersigned, acting as hearing officer (the *"Hearing Officer"*), do hereby make and execute this certificate for the benefit of all persons interested in the proposed issuance of one or more series of tax-exempt obligations by The Lubbock Housing Finance Corporation in an aggregate principal amount not to exceed $25,000,000 (the *"Bonds"*) for the benefit of EC Hillcrest Manor, LLC, or an affiliate thereof, in connection with the acquisition, rehabilitation and equipping of an approximately 220-unit multifamily rental housing development located at 1102 North Memphis Avenue, Lubbock, Texas 79415 (the *"Development"*).

I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on July 9, 2025, at 10:00 a.m. Central time telephonically whereby all interested persons could monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#), in connection with the issuance of the Bonds.

2. That notice of the public hearing was published no less than seven days before the date of the public hearing in a newspaper or newspapers of general circulation available to residents of the City of Lubbock, Texas, as described in *Exhibit A* attached hereto; the notice included the date, time and place of the public hearing, the location, a description of the Development and the maximum aggregate principal amount of the Bonds.

3. That all interested persons appearing at the public hearing telephonically were given an opportunity to comment on the proposed issuance of the Bonds and the Development. The names and comments of all interested persons appearing at the public hearing, if any, are set forth in *Exhibit A* attached hereto.

4. That after giving all interested persons an opportunity to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and comment, the public hearing was declared closed.

5. That copy of the affidavit of publication of notice of public hearing is set forth in *Exhibit B* attached hereto.

[Remainder of Page Intentionally Left Blank]

WITNESS MY HAND this 9th day of July, 2025.

Shari Flynn, Hearing Officer

EXHIBIT A

MINUTES OF PUBLIC HEARING

A public hearing was held by The Lubbock Housing Finance Corporation (the *"Issuer"*) telephonically whereby all interested persons could monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#), on July 9, 2025, beginning at 10:00 a.m. Central time.

The hearing was held with respect to the proposed issuance by the Issuer of not to exceed $25,000,000 of tax-exempt obligations in one or more series (the *"Bonds"*) in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the excludability of the interest on the Bonds from gross income for federal income tax purposes.

The notice of public hearing published in the *Lubbock Avalanche-Journal* on June 26, 2025 indicated that the proceeds of the Bonds will be used to finance the acquisition, rehabilitation and equipping of Hillcrest Manor Apartments (the *"Development"*), located within the geographic limits of the City of Lubbock, Texas, by EC Hillcrest Manor, LLC, or an affiliate thereof (the *"Borrower"*).

Present at the hearing on behalf of the Issuer were Shari Flynn, the hearing officer for the Issuer (the *"Hearing Officer"*), Ryan J. Bowen and Michelle Krofel of Chapman and Cutler LLP, bond counsel to the Issuer, Steven Strother of Maynard Nexsen, counsel to the Borrower, and Tyler Hunt of Envolve Communities, LLC, an affiliate of the Borrower.

The Hearing Officer called the meeting to order and asked if there were any interested persons present who wished to express their views with respect to the issuance of the Bonds, or the Development being financed.

No one expressed an interest to speak.

Whereupon the Hearing Officer closed the public hearing at 10:15 a.m.

EXHIBIT B

AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARING

LOCALiQ
Austin American-Statesman
Amarillo Globe-News
Lubbock Avalanche-Journal

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Gus Egloff
Miller Adv
515 Madison AVE # 9THFL
Suite 1016
New York NY 10022-5403

STATE OF WISCONSIN, COUNTY OF BROWN

The Avalanche-Journal, a daily newspaper of general circulation in the counties of: Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Motley, Terry and Yoakum, Texas; printed and published in Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

06/26/2025

Sworn to and subscribed before on 06/26/2025

Legal Clerk

Notary, State of WI, County of Brown

9/19/25

My commission expires

Order No:	11430259	# of Copies:
Customer No:	1350317	1
PO #:	R6230003	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

THE LUBBOCK HOUSING FINANCE CORPORATION

NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the *"Code"*) and Section 394.9025 of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, notice is hereby given that The Lubbock Housing Finance Corporation (the *"Corporation"*) will hold a public hearing telephonically at 10:00 a.m. Central time on Wednesday, July 9, 2025. All persons interested may monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#) promptly at 10:00 a.m. Central time on Wednesday, July 9, 2025. The Corporation's designated hearing officer will conduct the hearing on behalf of the City of Lubbock, Texas (the *"Sponsoring Political Subdivision"*).

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivision an opportunity to comment on the proposed issuance by the Corporation of its tax-exempt obligations to be issued in one or more series pursuant to Section 142(a)(7) of the Code (the *"Bonds"*) in an aggregate principal amount of not more than $25,000,000. The Bonds will be issued for the benefit of EC Hillcrest Manor, LLC or an affiliate thereof (the *"Borrower"*), in connection with the acquisition, rehabilitation and equipping of a multifamily housing development known as Hillcrest Manor Apartments located at 1102 North Memphis Avenue, City of Lubbock, Texas 79415 and consisting of approximately 220 units (the *"Development"*). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the managing member of the Borrower will be wholly-owned by West Texas Housing Foundation, an affiliate of the Corporation.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of the Sponsoring Political Subdivision (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds. Questions or written comments prior to 4:00 p.m. Central time on Tuesday, July 8, 2025 may be directed to the Corporation, 3212 Avenue Q, Lubbock, Texas 79411, Attention: Shari Flynn at (806) 745-9559 or via e-mail at sflynn@lubbockhousing.com.

Classifieds

To Advertise, visit our website: **Classifieds.lubbockonline.com**
- Public Notices/Legals email: **LubbockAJLegals@gannett.com**
- Business & Services email: **LubbockAJBusSer@gannett.com**
- To post job openings, visit: **Lubbockonline.com/jobs**

TO ADVERTISE
Visit Our Website:
Classifieds.lubbockonline.com

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The Lubbock Avalanche-Journal reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. The Lubbock Avalanche-Journal shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

PETS

Domestic Pets



Cavalier King Charles Spaniel DARLING AKC Cavaliers puppies...M/F, Tri-color & Blenheim. S/W/ vet chd/health guarantee! Ready now! $1500-$2500... financing & delivery options available! Call Della 325-829-8612 Del-la...325-829-8612



Maltipoo Maltipoo puppies M & F. Ready now. Call for appointment. 806-799-4511

STUFF

Wanted to Buy

FREON WANTED: Certified buyer looking for R12, R22, & more! Call Peter at 312-500-4275

GARAGE SALES & AUCTIONS

Estate Sales

Lubbock, HUGE ESTATE SALE TAKING PLACE AT A WAREHOUSE!, Opens 8:00am June 26-28th (Thur-Sat), 8501 Ave P, Estate was located in The Trails. Selling all types of furniture, pool table, quality home and Christmas decor, antiques, bedding, electronics, computers, G Armani collectibles, outdoor planters, and so much more! Cash or Venmo only. Parking is along Ave P outside of the fencing!

BUSINESS & SERVICES

Home Improvement

Painting * Replace Water Damage * Wood * Sheetrock * Power Wash Houses* Lic. & Bonded 806-252-2526

REAL ESTATE

Rural & Farm Land

SCOTT LAND COMPANY, LLC
RANCH & FARM
REAL ESTATE

UNION CO., NM – divided into three tracts for rotational grazing of 1,822 ac. +/- enrolled in the new Grasslands Conservation Reserve Program & 120 ac. +/- of the property in the standard CRP program. GCRP can be grazed year-round each year. Excellent fencing, one mile of hwy. frontage together with all-weather roads on the remainder, equipped with almost new set of steel working pens with scale, a second set of almost new working pens, watered by subs on electricity with pipelines furnishing water for drinkers in each pasture. Gramma & buffalo grasses. Broker Owned.

NE NEW MEXICO – 1,120 ac. +/- on pvmt. & on county roads, irrigated by ¼ mile pivot sprinklers, wells & underground pipe. One ¼ section in grass.

CASTRO, TX. – FM 145 IRRIGATED QUARTER - 161 ± acres 3.5 miles west of FM 1055 on HWY 145 to NE corner in Castro County. The farm has two irrigation wells and one Valley center pivot that irrigated ~120 acres with a supply of ~350 GPM per the seller. Excellent access via FM 145 paved frontage.

DALLAM CO., TX - 480 acres in native grass in northeastern Dallam County. Possible wind potential.

www.scottlandcompany.com
Ben G. Scott – Broker
Krystal M. Nelson –NM QB
800-933-9698
5:00am/10:00pm

123 ACRES near I-27 between Abernathy and New Deal, 3 wells, IDEAL for DEVELOPMENT or FARMING! 806-778-4487

PUBLIC NOTICES

Beer & Liquor Licenses

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage On-Premises Permit and Late Hours Certificate by OVG Alumni Club Holdings, LLC dba Texas Tech - OVG 03428, to be located at 2508 6th Street, Lubbock, Lubbock County, Texas 79409. Officers of said company are Brian Rothenberg- President/Secretary Kenneth Gaber- Vice President OVG Business Services, LLC- LLC Manager/Member.
June 25, 26 2025
LACO0321609

Beer & Liquor Licenses

Application has been made with the Texas Alcoholic Beverage Commission for a Texas Alcoholic Beverage Commission / Mixed Beverage permit by Costa Mar Mariscos y Cheve dba Costa Mar Mariscos y Cheve LLC , to be located at 3420 82ND ST Lubbock TX 7923. Owners are Noemy Olivas Guillermo Olivas .
June 25, 26 2025
LACO0322024

Bids & Proposals

Lubbock Power & Light is soliciting bids for the following:
ITB 7112-25-ELD – LP&L Dump Truck
Close Date:
July 9, 2025 at 2:00 p.m. CST
LP&L Bonfire Portal
For documents, and other related data, please contact Megan Moniz, Buyer, Ph#: 806-775-2546, Email: mmoniz@mylubbock.us or visit the Lubbock Power & Light Bonfire portal at https://lpandl.bonfirehub.com/portal .

Public Notices

NOTICE TO DEBTORS AND CREDITORS
THE STATE OF TEXAS
COUNTY OF LUBBOCK

To those indebted to or holding claims against the Estate of JOSHUA BRIAN VALDEZ, Deceased, No. CC-2025-PR-0366 in the County Court of Lubbock County, Texas, Probate Matter:

The undersigned having been duly appointed Independent Executor of the Estate of JOSHUA BRIAN VALDEZ, Deceased, by the Judge of the County Court of Lubbock County, Texas, on the 10th day of June, 2025, hereby notifies all persons indebted to this Estate to come forward and to make settlement, and those having claims against this Estate to present them to the Executor within the time prescribed by law, at the following address:

Estate of Joshua Brian Valdez
c/o Shyla R. Buckner, Of Counsel
Sprouse Shrader Smith PLLC
P.O. Box 15008
Amarillo, Texas 79105

/s/ Sandra Elizabeth Hernandez, Independent Executor of the Estate of Joshua Brian Valdez, Deceased
June 26 2025
LACO0321611

Request for Proposal (RFP)

PCA Purchasing Cooperative of America Awarded Contract www.pcamerica.org 844-722-6374

Purchasing Cooperative of America (PCA) is a national public procurement cooperative working with a public agency to provide Requests for Proposals for response by Vendors who can provide the following Products/ services to public sector entities: 1) RFP OD-427-25 JOC & Specialty Trades; 2) RFP OD-428-25 Custodial Services, Grounds, and Light Building Maintenance; 3) RFP OD-429-25 Athletic Equipment, Supplies, and Related Items; 4) RFP OD-430-25 Drones for Law Enforcement & Emergency Response; 5) RFP OD-431-25 Law Enforcement & Emergency Vehicles, Upfitting, and Related Services; 6) RFP OD-432-25 Modular & Portable Buildings for Classrooms, Offices, and Storage. Vendors are invited to respond electronically to RFPs through the PCA website portal at www.pcamerica.org/solicitations. Proposals are due by 11:00 AM CT on Tuesday, July 29, 2025. Please direct inquiries to Elaine Nichols at 844-722-6374.
June 26, July 3 2025
LACO0321928

Public Notices

THE LUBBOCK HOUSING FINANCE CORPORATION
NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the *"Code"*) and Section 394.9025 of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, notice is hereby given that The Lubbock Housing Finance Corporation (the *"Corporation"*) will hold a public hearing telephonically at 10:00 a.m. Central time on Wednesday, July 9, 2025. All persons interested may monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#) promptly at 10:00 a.m. Central time on Wednesday, July 9, 2025. The Corporation's designated hearing officer will conduct the hearing on behalf of the City of Lubbock, Texas (the *"Sponsoring Political Subdivision"*).

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivision an opportunity to comment on the proposed issuance by the Corporation of its tax-exempt obligations to be issued in one or more series pursuant to Section 142(a)(7) of the Code (the *"Bonds"*) in an aggregate principal amount of not more than $25,000,000. The Bonds will be issued for the benefit of EC Hillcrest Manor, LLC or an affiliate thereof (the *"Borrower"*), in connection with the acquisition, rehabilitation and equipping of a multifamily housing development known as Hillcrest Manor Apartments located at 1102 North Memphis Avenue, City of Lubbock, Texas 79415 and consisting of approximately 220 units (the *"Development"*). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the managing member of the Borrower will be wholly-owned by West Texas Housing Foundation, an affiliate of the Corporation.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of the Sponsoring Political Subdivision (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

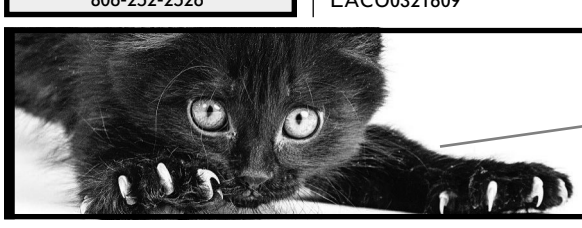
All interested persons are invited to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds. Questions or written comments prior to 4:00 p.m. Central time on Tuesday, July 8, 2025 may be directed to the Corporation, 3212 Avenue Q, Lubbock, Texas 79411, Attention: Shari Flynn at (806) 745-9559 or via e-mail at sflynn@lubbockhousing.com.

SELL IT BUY IT FIND IT
Place your classified ad today.



SELL YOUR CAR
FIND GARAGE SALE
GET A JOB
ADOPT A PET
BUY A BOAT
FIND FURNITURE
GET A MASSAGE

Check out the classified ads everyday.



SELL YOUR CAR · BUY A BOAT · GET A DATE · GET A JOB
ADOPT A PET · FIND A TREASURE · LEARN YOGA · HIRE A HANDYMAN

Find whatever you need. Check out the classified ads everyday.

The World's Lightest Wheelchair



For those of us who've found daily activities becoming more challenging, there's a remarkable breakthrough in mobility that's changing lives. This ultra-lightweight wheelchair is nothing like the bulky and heavy models of yesterday weighing over 35lbs! - imagine gliding effortlessly through your garden again, joining your family at the park, or meeting friends for coffee, all without worry of fatigue or dependency. Why not take that first step toward renewed freedom? Your next chapter of independence is here.

Throughout the ages, there have been significant advancements in mobility aids. From canes to walkers, rollators, and scooters, these devices were created to help those with mobility issues maintain their independence. However, there haven't been any truly revolutionary new products in this field until now. Until now, that is, because a team of engineers has developed something that's set to change the game. They've created the world's lightest wheelchair, weighing only 13.5 lbs, a personal mobility solution that's been called a game-changer. It's called the **Featherweight Wheelchair**, and there is nothing out there quite like it.



The first thing you'll notice about the **Featherweight Wheelchair** is how light it is! This is the world's lightest wheelchair at 13.5lbs, making it possible for anyone to lift into a vehicle. It's modern design and custom color options make it very lightweight, durable, and great to look at.

Why take our word for it? Call now, and **receive $50 Off** when you purchase a **Matte Black Featherweight Wheelchair! Only $599!** Mention CODE 50FEATHER to start your journey towards effortless mobility.

Jennifer F. us 01/09/25
Verified Buyer

★★★★★ **Lightweight wheelchair**

It's so light weight that it's no problem to lift in and out of the back of my car. It's also easy to set up and collapse down. It is very compact and the wheels come off for compact packing alongside luggage or groceries etc. My Mom finds it very comfortable to ride in as well and enjoys the look. We both love it.

1800 WHEELCHAIR.COM Since 1997

855-520-6122

Scan Me

*13.5 lbs. with the rear wheels removed. Overall weight, with rear wheels, is 19 lbs.



Easy to Transport and Store